

08-2474-CD
Cavalry Portfolio al vs Hilda Buck

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC, AS
ASSIGNEE OF CAVALRY SPV I, LLC, AS
ASSIGNEE OF GMAC LLC

Plaintiff

v.

HILDA BUCK

Defendant(s)

: CIVIL ACTION

: CASE NO.:

2008-2474-CR

DEC 31 2008

2011:2011
William A. Shaw
Prothonotary/Clerk of Courts
Clerk to Sheriff

ATTY

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT IS SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DANIEL J NELSON, COURT ADMIN
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

Thomas Law Offices, PLLC

By:

Douglas M. Marinos, Esquire
Atty. I.D. #53104
Attorney for Plaintiff
101 North Cedar Crest Blvd
Allentown, PA 18104
(866) 434-2993

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC, AS :
ASSIGNEE OF CAVALRY SPV I, LLC, AS :
ASSIGNEE OF GMAC LLC : **CIVIL ACTION**

Plaintiff : **CASE NO.:**

v. :
HILDA BUCK :
Defendant(s) :
: :
:

1. Plaintiff, Cavalry Portfolio Services, Llc, As Assignee Of Cavalry Spv I, Llc, As Assignee Of Gmac Llc, ("Cavalry") is a Limited Liability Company with an address of 7 Skyline Drive, 2nd Floor, Hawthorne, New York, 10532.
2. Defendant(s), Hilda Buck, is/are an adult individual with an address of:
HILDA BUCK
5725 GILLINGHAM RD
FRENCHVILLE, PA 168367620
3. On or about 12/26/2003, Defendant executed a Retail Installment Contract ("Agreement")bearing interest at the rate of 10%. A true and correct copy of the Agreement is attached hereto, made a part hereof and marked as Exhibit "A".
4. The Defendant defaulted under the terms of the Agreement by failing to make the monthly payments when due.
5. The balance due and owing on the aforesaid application is \$10,485.31 as of December 8, 2008.

6. Despite repeated demands, the Defendant has failed and refused to pay the aforesaid balance due and owing.
7. Defendant has not objected to account statements issue.
8. Defendant is liable to Cavalry on this debt as an account stated.
9. Pursuant to the Agreement, Cavalry may declare all amounts due under the Agreement immediately due and payable without notice or demand.
10. Defendant is in default of the terms of the Agreement and is indebted to the Plaintiff in the amount of \$10,485.31 plus interest at the rate of 10% per annum as of the date of filing pursuant to the Application.

WHEREFORE, Cavalry demands judgment against the Defendant in the amount of \$10,485.31 plus interest from and after date of calculation, at the per annum rate of 10% and costs of suit.

Thomas Law Offices, PLLC

By: 
Douglas M. Marinos, Esquire
Atty. I.D. #53104
Attorney for Plaintiff
101 North Cedar Crest Blvd
Allentown, PA 18104
(866) 434-2993

EXHIBIT “A”

RETAIL INSTALMENT SALE CONTRACT

Dealer Number

Contract Number

9044568/2

Buyer (and Co-Buyer) - Name and address (include county and zip code)

HILDA L BUCK
5725 GILLINGHAM RD
FRENCHVILLE PA 16836

Creditor (Seller name and address)

DEAN PATTERSON CHEVROLET, INC.
101 PLEASANT VALLEY BLVD.
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit payment schedule shown below.

New or Used	Year	Make and Model	Vehicle Identification No.	Primary Use for Which Purchased
NEW	2004	CHEVROLET CAVALIER	1G1JC52F247112475	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>
Your trade-in is a:	Year	2002 Make HYUNDAI Model ELANTRA		

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 10.25%	The dollar amount the credit will cost you. \$ 6580.	The amount of credit provided to you or on your behalf. 2 19187.76	The amount you will have paid after you have made all payments as scheduled. \$ 25768.08	The total cost of your purchase on credit, including your downpayment of \$ 0.00 \$ 25768.08

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
72	\$ 357.89	Monthly beginning	01/26/2004

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. If the vehicle is off-highway business or farm equipment, the charge will be 5% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days late.

Prepayment. If you pay off all your debt early, you may be entitled to a refund of part of the finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, services, and taxes)	\$ 17134.26
2 Total downpayment = (If negative enter "0" and see line 4H below)	
Gross trade-in \$ 6800.00	payoff by seller \$ 13600.00
= net trade-in \$ -6800.00	+ cash \$ 360.00
+ other (describe)	\$ 4500.00 \$ 0.60
3 Unpaid balance of cash price (1 minus 2)	\$ 17134.26
4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):	
A Cost of optional credit insurance paid to the insurance company or companies	
Life Term \$ N/A	
Disability Term \$ N/A	N/A
B Other insurance paid to the insurance company (describe)	
Term N/A	N/A
C Official fees paid to government agencies	\$ 25.00
D Government taxes not included in cash price	\$ 5.00
E Government license and/or registration fees	\$ N/A
F Government certificate of title fees (includes \$ security interest recording fee)	\$ 28.50
G Other charges (Seller must identify who is paid and describe purpose.)	
to DEAN PATTERSON DOC FEE \$ 55.00	
to for \$ N/A	
to for \$ N/A	

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the Insurance you want and sign below: Optional Credit Insurance.

Credit Life: Buyer Co-Buyer
 Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A
Credit Disability \$ N/A

N/A
(Insurance Company)

N/A
(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance and credit disability insurance are for the term of this contract unless a different term for the insurance is shown below.

Other Insurance.

N/A
Type of Insurance Term

Premium \$ N/A

N/A
(Insurance Company)

N/A
(Home Office Address)

I want the insurance checked above.

X
Buyer Signature Date

X
Co-Buyer Signature

GMAC
SOUTH HILLS, PA SPB

04 JAN -2 PM 1:06

OTHER IMPORTANT AGREEMENTS

1. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 1. The vehicle and all parts or goods installed in it;
 2. All money or goods received (proceeds) for the vehicle;
 3. All insurance, maintenance, service, or other contracts we finance for you; and
 4. All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may buy insurance that covers your interest and our interest in the vehicle. If we buy this insurance, we will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may apply the refund and the unearned finance charges on the refund to what you owe.

2. YOU MAY PREPAY IN FULL

You may prepay all of your debt and get a refund of part of the Finance Charge.

How we will calculate your Finance Charge refund. We will figure the refund by the Actuarial Method using the payment dates in this contract, except that you will pay at least \$10 of total finance charges. We will not pay you a refund if it is less than \$1.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 1. You do not pay any payment on time;
 2. You start a proceeding in bankruptcy or one is started against you or your property; or

e. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

f. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may get it back by paying the full amount you owe us (not just past due payments), including expenses (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

g. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

h. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve

FILED
DEC 31 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2474-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs
HILDA BUCK

SERVICE # 1 OF 1

CIVIL ACTION

SERVE BY: 01/30/2009 HEARING: PAGE: 105107

DEFENDANT: HILDA BUCK
ADDRESS: 5725 GILLINGHAM RD
FRENCHVILLE, PA 16836-7620

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

S FILED

01/30/2009
JAN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 1-5-09 AT 9:24 AM SERVED THE WITHIN

CIVIL ACTION ON HILDA BUCK, DEFENDANT

BY HANDING TO Hilda Buck, self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 5725 Gillingham rd Frenchville Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

CIVIL ACTION FOR HILDA BUCK

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO HILDA BUCK

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Hughes S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC, as :
Assignee of Cavalry SPV I, LLC as :
Assignee of GMAC, LLC, :
Plaintiff : Civil Action
vs. : No. 08-2474-CD
Hilda Buck, :
Defendant :
:

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Hilda Buck, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

**I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO
CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)**

1. Pennsylvania Rule of Civil Procedure 1019(i) states that "when a claim is based on upon a writing, the pleader shall attach a copy of the writing or the material part thereof..."
2. Plaintiff pleads that plaintiff is an assignee.
3. Plaintiff has not attached a copy of the assignment nor plead why that writing is not available, as required by Pa.R.C.P. No. 1019(h) and (i).
4. Plaintiff alleges that this cause of action is based on a retail sales agreement.
5. Plaintiff attached a partial copy of the contract. However, that copy does not include the signature of the Defendant.

6. Plaintiff alleges a cause of action based on an account stated.
7. No recitation of the account is attached.
8. No copy of a notice to the defendant of the account to which she could have objected is attached.
9. Failure to attach these writings or explain their absence is a violation of Pa. R. C. P. §§ 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of amounts, which would support Plaintiff's claim of damages, such as a breakdown of the amount received for the sale of the collateral, charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.
2. The Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

III. PRELIMINARY OBJECTION RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. The Plaintiff/real-party-in interest is Calvary Portfolio Services, LLC.
2. Pa.R.C.P. No. 1024 requires, *inter alia*, that pleadings containing averments of fact must be verified by the party making those averments.
3. The Complaint is not verified.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

**IV. PRELIMINARY OBJECTION LACK OF SUBJECT MATTER
JURISDICTION Pa.R.C.P. 1028(a)(1)**

1. The underlying contract in this case is retail installment sales contract for a motor vehicle.
2. The transaction and this action are subject to the Motor Vehicle Sales Finance "MVSFA."
3. The vehicle that was the subject of this transaction was repossessed in 2004.
4. MVFSA requires a creditor to sale the collateral before seeking a deficiency judgment. 69 P.S. §626.
5. Plaintiff has not plead that the collateral was sold nor the value received for the collateral.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

**MidPenn Legal Services
Attorneys for Defendant**

1-26-09
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

William A Shaw
Prothonotary/Clerk of Courts

JAN 26 2009

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Calvary Portfolio Services, LLC
Assignee of Calvary SPV I, LLC
Assignee of GMAC, LLC,

Plaintiff

*

*

*

*

* NO.: 08-2474-CD

*

vs.

Hilda Buck,
Defendant

*

* Type of Case: Civil

*

* Type of Pleading: Petition to Schedule

* Hearing on Preliminary Objections

*

* Filed on Behalf of: Hilda Buck

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED 3CC A/H
01/25/09
FEB 25 2009
Foor

5
William A. Shaw
Prothonotary/Clerk of Courts
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Calvary Portfolio Services, LLC, :
Assignee of Calvary SPV I, LLC, :
Assignee of GMAC, LLC, :
:
Plaintiff : Civil Action
:
vs. : No. 08-2474-CD
:
Hilda Buck, :
:
Defendant :
:

**PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendant, Hilda Buck, by and through her attorneys, Robin Jean Foor, Esq and MidPenn Legal Services, requests the court to schedule the argument on defendant's objections and alleges as follows:

1. Defendant was served plaintiff's complaint on or about January 5, 2009.
2. Defendant filed preliminary objections to the complaint January 26, 2009 and served them on January 27, 2009.
3. Plaintiff has not filed an Amended Complaint.

WHEREFORE, defendant requests the Court to schedule argument on the Preliminary Objections to the Complaint.



Robin Jean Foor

FILED

FEB 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

*
Calvary Portfolio Services, LLC *
Assignee of Calvary SPV I, LLC *
Assignee of GMAC, LLC, *
Plaintiff * NO.: 08-2474-CD
*
* Type of Case: Civil
vs. * Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Hilda Buck
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED
O 11:58 a.m. GL
FEB 25 2009

5
William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty
(6)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Calvary Portfolio Services, LLC, :
Assignee of Calvary SPV I, LLC, :
Assignee of GMAC, LLC, :
:
Plaintiff : Civil Action
:
vs. : No. 08-2474-CD
:
Hilda Buck, :
:
Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 27th day of January, 2009, I served a copy of the Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Douglas M. Marinos, Esquire
101 North Cedar Crest Blvd.
Allentown, PA 18104



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Calvary Portfolio Services, LLC, :
Assignee of Calvary SPV I, LLC, :
Assignee of GMAC, LLC, :
Plaintiff : Civil Action
vs. : No. 08-2474-CD
Hilda Buck, :
Defendant :
Clerk of Courts

ORDER

AND NOW, this 26th day of February, 2009, upon consideration
of Defendant Hilda Buck's Preliminary Objections to the Complaint filed in the above captioned
matter, it is the Order of the Court that argument has been scheduled for the 27th day of
March, 2009 at 2:30 o'clock P .m. in Courtroom # 1,
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J. Frederick J. Kumerow

FILED 300
014-00-3011 Amy Foor
FEB 26 2009

S
William A. Shaw
Prothonotary/Clerk of Courts

610

FILED

FEB 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/26/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Calvary Portfolio Services, LLC
Assignee of Calvary SPV I, LLC
Assignee of GMAC, LLC,

Plaintiff

*
*
*
*
* NO.: 08-2474-CD
*

vs.

Hilda Buck,
Defendant

* Type of Case: Civil
*
* Type of Pleading: Certificate of
* Service
*
* Filed on Behalf of: Hilda Buck
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED 1CC
01055001 Atty Foor
MAR 25 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

Calvary Portfolio Services, LLC,	:	Civil Action
Assignee of Calvary SPV I, LLC'	:	
Assignee of GMAC, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-2474-CD
	:	
Hilda Buck,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 27th day of February, 2009, I served a true and accurate copy of Petition to Schedule and Order Scheduling Argument filed in that above-captioned matter to the following individual by first class mail, postage prepaid:

Douglas M. Marinos, Esquire
101 North Cedar Crest Blvd.
Allentown, PA 18104



Robin Jean Foor, Esquire
Supreme Ct. ID 41520

FILED

MAR 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

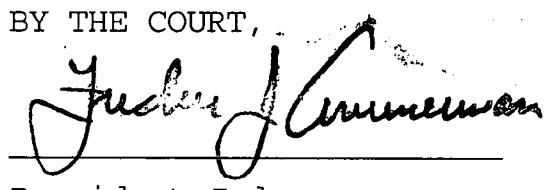
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CALVARY PORTFOLIO)
SERVICES, LLC)
VS.) NO. 08-2474-CD
HILDA BUCK)

O R D E R

NOW this 27th day of March, 2009, following argument on the Preliminary Objections filed on January 26, 2009, on behalf of the Defendant, it is the ORDER of this Court that the said Preliminary Objections are granted in their entirety to the extent that the Plaintiff shall have no more than twenty (20) days from this date in which to file an Amended Complaint which shall plead and include the information that was omitted as complained of in the Preliminary Objections.

BY THE COURT,



President Judge

FILED

163:09cv00020
MAR 30 2009

Atts: Marinos
Foor

5 William A. Shaw
Prothonotary/Clerk of Courts

(64)

FILED

MAR 30 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 3/30/09

 You are responsible for serving all appropriate parties.

 The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

 Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC, AS
ASSIGNEE OF CAVALRY SPV I, LLC, AS
ASSIGNEE OF GMAC LLC

Plaintiff

v.

HILDA BUCK

Defendant(s)

: CIVIL ACTION

: CASE NO.: 2008-2474-CD

FILED *Re*

S MAY 13 2009

ma 12.06
William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Atty

PRAECIPE TO REDUCE ORDER TO A JUDGMENT

TO THE PROTHONOTARY - CIVIL DIVISION:

Kindly dismiss the Complaint with prejudice with regard to the above-captioned matter.

Thomas Law Offices, PLLC

By: Douglas M. Marinos
Douglas M. Marinos, Esquire
Atty. I.D. #53104
Attorney for Plaintiff
101 North Cedar Crest Blvd
Allentown, PA 18104
(866) 434-2993

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105107
NO: 08-2474-CD
SERVICES 1
CIVIL ACTION

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs.
DEFENDANT: HILDA BUCK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THOMAS LAW	33120	10.00
SHERIFF HAWKINS	THOMAS LAW	33120	36.02

5 FILED
07/07/09
JUN - 2 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2009



Chester A. Hawkins
Sheriff

FILED

JUN -2 2009

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC, AS :
ASSIGNEE OF CAVALRY SPV I, LLC, AS : CIVIL ACTION
ASSIGNEE OF GMAC LLC :

Plaintiff : CASE NO.: 2008-2474-CD

v. :

HILDA BUCK :

Defendant(s) :

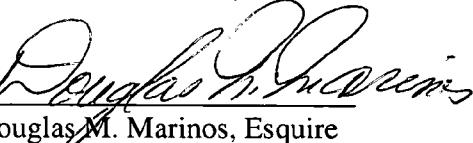
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PRAECIPE TO DISMISS COMPLAINT

TO THE PROTHONOTARY - CIVIL DIVISION:

Kindly dismiss the Complaint with prejudice with regard to the above-captioned matter.

Thomas Law Offices, PLLC

By: 
Douglas M. Marinos, Esquire
Atty. I.D. #53104
Attorney for Plaintiff
101 North Cedar Crest Blvd
Allentown, PA 18104
(866) 434-2993

FILED
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NO CC
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William A. Shaw
Prothonotary/Clerk of Courts
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