

**HARRY A. ROADARMEL, JR.**



**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

January 16, 2003

W. Scott Henning, Esq.  
1300 Linglestown Road  
Harrisburg, PA 17110

RE: Slusser Brothers V. Wayne W. Knorr, Inc.  
No. 2002 CV 624  
Writ No. 154 ED 2002

Dear Sir,

I received your letter requesting I "enlighten" you as to why no levy could be done. I have served numerous executions on Wayne Knorr, Inc. and through those executions I have learned there are no assets in the name of Wayne Knorr, Inc.. Jim Knorr has provided me with a lease agreement pertaining to the office equipment used in his office, a copy of which I have enclosed. I also ran a check through Bureau of Motor Vehicles for any vehicles registered to Wayne Knorr, Inc., there are none. If you have any further questions please do not hesitate to contact me.

Respectfully,

T. Chamberlain  
Chief Deputy Sheriff

# Handler, Henning & Rosenberg, LLP

## ATTORNEYS AT LAW

Leslie B. Handler, Retired  
W. Scott Henning  
David H. Rosenberg (PA, FL)  
Carolyn M. Anner (PA, NY, RN)  
Matthew S. Crosby (PA, NJ)  
Gregory M. Feather (PA, NJ)  
Stephen G. Held  
Jason C. Imler

January 10, 2003

HARRISBURG OFFICE  
1300 Linglestown Road  
Harrisburg, PA 17110  
717-238-2000  
1-800-422-2224  
717-233-3029 (fax)

LANCASTER OFFICE  
140A E King Street  
Lancaster, PA 17602  
717-431-4000

DIRECT MAIL TO:  
1300 Linglestown Road  
Harrisburg, PA 17110

www.HHRLaw.com  
Henning@HHRLaw.com

Office of the Prothonotary  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815  
Attn: T. Chamberlain, Chief Deputy Sheriff

Re: Slusser Brothers v. Wayne W. Knorr, Inc.  
No. 2002 CV 624  
Writ No. 154 E.D. 2002

Dear T. Chamberlain:

On January 8, 2003, I received the Affidavit of Service pertinent to the Writ of Execution. The Affidavit of Service indicates that the Writ of Execution was served upon Jim Knorr at the Columbia County Sheriff's Office. The Affidavit of Service further states "no levy could be done at this time". The Affidavit of Service does not provide any explanation as to why a levy could not be effectuated. Could you please enlighten me as to why the Writ of Execution was not served at the Defendant's address and why a levy was not conducted so that I can provide my client with a meaningful status report?

I will look forward to hearing from you.

Very truly yours,

**HANDLER, HENNING & ROSENBERG, LLP**

By   
W. Scott Henning

WSH/bsk  
cc: John J. Stewart, Jr.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 784-0257

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6306

BARLETTA MATERIALS &  
CONSTRUCTION, INC.

VS

Docket # 37ED2002

EXECUTION

WAYNE W. KNORR, INC.

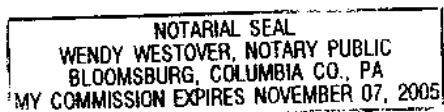
AFFIDAVIT OF SERVICE

NOW, THIS WEDNESDAY, MAY 15, 2002, AT 10:00 AM, SERVED THE WITHIN EXECUTION  
UPON WAYNE W. KNORR, INC. AT THE COLUMBIA COUNTY SHERIFF'S OFFICE,  
BLOOMSBURG BY HANDING TO JIM KNORR, PRESIDENT, A TRUE AND ATTESTED COPY  
OF THE ORIGINAL WRIT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS THURSDAY, MAY 16, 2002

Wendy Westover  
NOTARY PUBLIC



Harry A. Roadarmel Jr.

X  
SHERIFF HARRY A. ROADARMEL JR.

T. Chamberlain  
T. CHAMBERLAIN  
CHIEF DEPUTY SHERIFF

**ROCKFORD INDUSTRIES, INC.**1851 East First Street, Sixth Floor - Santa Ana, CA 92705  
Tel: (714) 547-7166 (800) 876-7788 Fax: (714) 547-3889**MASTER  
LEASE AGREEMENT**LEASE NUMBER **54459-83160-000****LESSEE:** WAYNE W. KNORR, INC.  
7295 OLD BERWICK ROAD  
BLOOMSBURG, PA 17815**SUPPLIER:** RH TECHNOLOGIES

(BILLING ADDRESS)

(DEALER OR SELLER OF EQUIPMENT)

**EQUIPMENT LOCATION:** (if different from billing address)**QUANTITY****LEASED EQUIPMENT DESCRIPTION:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**INITIAL LEASE TERM****MONTHLY LEASE PAYMENT****ADVANCE RENTAL**

(CHECK MUST ACCOMPANY LEASE)

#	<u>60</u>	@	\$	<u>\$267.00</u>	(PLUS APPLICABLE TAXES)
#		@	\$		(PLUS APPLICABLE TAXES)
#		@	\$		(PLUS APPLICABLE TAXES)

\$	<u>534.00</u>	(PLUS APPLICABLE TAXES)
Representing the first month and last <u>1</u> month's rent.		

**TERMS AND CONDITIONS - PLEASE READ BEFORE SIGNING**

**1. LEASE SELECTION AND ACCEPTANCE.** Rockford Industries Inc. ("Lessor") hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment "as-is", described above or on any schedule attached hereto (collectively, the "Schedule(s)") (such equipment, together with all replacement parts, repairs, additions and accessories is herein called the "Equipment") on the terms and conditions as set forth in this lease and/or any Schedule(s) (hereinafter this lease and any Schedule(s) are collectively referred to as the "Lease"). LESSEE REPRESENTS AND WARRANTS THAT THIS IS COMMERCIAL AND BUSINESS TRANSACTION ONLY. LESSEE REPRESENTS AND WARRANTS THAT IT HAS SELECTED BOTH THE EQUIPMENT AND THE SUPPLIER BASED SOLELY ON LESSEE'S OWN JUDGMENT, and having done so requests and authorizes Lessor to purchase the Equipment from the above named supplier ("Supplier"). LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, MAINTENANCE, OR SERVICE OF ANY KIND to the Equipment as that responsibility and the costs thereof are solely Lessee's, as is delivery and installation. Lessor shall not be liable for any loss or damage to Lessee if, for any reason, Supplier delays or fails to deliver any or all of the Equipment. LESSEE'S OBLIGATIONS UNDER THIS LEASE SHALL NOT BE AFFECTED BY ANY DELAY IN DELIVERY. Upon delivery, and not before, Lessee shall immediately inspect the Equipment. If acceptable, Lessee shall accept the Equipment and sign a certificate of acceptance form (attached hereto). Unless Lessor receives written notice from Lessee within five (5) days after the Equipment has been delivered such notice stating Lessee's objection to or non-acceptance of the Equipment, then, at the sole election of Lessor, Lessee agrees that Lessor may conclusively presume that Lessee has fully and irrevocably accepted the Equipment, and that Lessee warrants that the Equipment is in good working condition and fully ready for its intended use. If the Lessee refuses or fails to sign such certificate of acceptance within five (5) days after the Equipment has been delivered, or if Lessee requests cancellation of this Lease or is in default hereof, then, at Lessor's option, in addition to any liability hereunder, Lessee and any guarantor(s) of this Lease (each, a "Guarantor") shall assume all of Lessor's obligations of whatsoever nature or kind under any purchase agreement, written or otherwise, for the Equipment, including Lessor's (without limitation) attorneys' fees and expenses. **2. RENTAL AND TERM.** LESSEE AGREES THAT THIS IS A NONCANCELLABLE LEASE. Lessee agrees to pay all of the "Total Rent", which is equal to the product of the initial Lease term multiplied by the monthly lease payment plus all other sums owed by Lessee to Lessor. The monthly lease payments shall commence on the first date that any of the Equipment is delivered to Lessee or Lessee's agent or any later date selected by Lessor (the "Rent Commencement Date"). Lessee further represents and certifies that a) Lessee has full power to enter into this Lease and has fully authorized the person executing it, b) Lessee has duly authorized, executed and delivered this Lease, c) the Lease is the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, d) Lessee's entry into this Lease and its performance hereof will not violate any agreements or contracts by which Lessee is bound, and e) Lessee has read and understands both sides of this Lease. This Lease is not binding upon Lessor until accepted by Lessor, by signing at Lessor's office of a duly authorized signatory of Lessor ("Acceptance"). Upon Acceptance, Lessee agrees to lease the Equipment from Lessor under the terms and conditions of this Lease. Advance rentals shall not be refunded if for any reason this Lease does not commence. LESSEE AGREES THAT NEITHER THE SUPPLIER NOR ANY OF ITS SALESPERSONS, EMPLOYEES OR AGENTS IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO BIND LESSOR, OR TO WAIVE OR ALTER ANY TERM OR CONDITION PRINTED HEREIN OR ADD ANY PROVISION HERETO (which acts may be affected in writing signed by an authorized officer of Lessor). The Equipment and title thereto, is and shall remain the property of Lessor. Lessee shall neither have nor develop (by any payments, invoices or otherwise) any equity, right, title or other interest in or to the Equipment other than that of a Lessee only. Lessee agrees to reflect the Equipment as leased equipment on its tax returns, and at Lessee's expense defend and affirm the title of Lessor. The Equipment is and shall remain personal property regardless of its use or any attachment to real property. Lessee shall not by function of law or otherwise, sublet, sublease, abandon, assign, transfer, suffer liens or attachments, pledge or otherwise dispose of or surrender any Equipment of this Lease or any part or interest in the foregoing without the prior written consent of Lessor. LESSOR MAKES ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE, RELIABILITY, QUALITY, CONDITION OR CAPACITY OF EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY USE WHATSOEVER. LESSOR IS NOT THE SUPPLIER, NOR THE DEALER, NOR THE MANUFACTURER, OF THE EQUIPMENT, WHICH IS LEASED "AS-IS".

**LESSEE**BY SIGNING BELOW, LESSEE ACKNOWLEDGES READING AND AGREEING TO ALL  
THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THIS LEASE**THE EQUIPMENT IS FOR BUSINESS USE ONLY****THIS LEASE IS NON-CANCELLABLE****X** James W. Knorr  
(AUTHORIZED SIGNATURE) JAMES W. KNORRDATE 3-25-98  
PRESIDENT**X** Donald R. McCoy  
(AUTHORIZED SIGNATURE) DONALD R. MCCOYDATE 3-26-98  
VP**CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT**

The above-named and undersigned Lessee hereby acknowledges complete and satisfactory delivery, receipt and installation of the Equipment described in this Lease. Lessee understands and agrees that the lack or failure of the Equipment or any misoperation thereof of any kind shall not be a basis for non-fulfillment of any of Lessee's obligations under this Lease and that Lessee's obligations to Lessor and Lessor's assigns as set forth in the Lease are not subject to any claims, counterclaims, defenses or setoffs.

WE HEREBY AUTHORIZE YOU TO PAY FOR AND PURCHASE THE EQUIPMENT

**X** James W. Knorr  
(AUTHORIZED SIGNATURE) JAMES W. KNORRDATE 4-20-98  
PRESIDENT**PERSONAL GUARANTY**

In order to induce Lessor to enter into this Lease with Lessee, the undersigned, jointly and severally, hereby irrevocably and unconditionally, guaranty, without deduction or diminution by reason of counterclaim, offset, or defense, the prompt and complete payment under, whenever due, and performance of this Lease to Lessor or its assigns, including any and all modifications, additions, supplements and amendments thereof, as well as all of Lessee's other leases with Lessor that have commencement dates not later than ten (10) days after Lessor receives written notice from the undersigned of their desire not to guaranty any additional leases. The undersigned warrant and guaranty that this Lease has been properly executed by Lessee, and agree that this guaranty shall be of full force and effect irrespective of any invalidity or unenforceability of the Lease or any provisions thereof, or the existence, validity or value of any security. The undersigned hereby waive presentment notice of acceptance hereof, all notices of any kind to which we may be entitled, and all defenses of a guarantor or surety. The undersigned consent that from time to time, without notice to or further consent from the undersigned and without releasing or affecting the undersigned's liability hereunder, the time for payment or performance under this lease may be extended or accelerated in whole or part, any security therefor may be exchanged, released, sold, leased or otherwise dealt with, the provision of any documents may be cancelled, modified or waived, any other guarantors may be released, and any indulgence may be granted to Lessee, as Lessor may in its sole discretion determine. The obligation and liability of each undersigned is direct, continuing and unconditional, shall not be diminished or affected whether or not the Equipment is repossessed, and Lessor shall not be required to proceed against Lessee or resort to any other right or remedy before proceeding against the undersigned under this guaranty. No payment by the undersigned, except payment in full of all liabilities hereunder, shall entitle the undersigned to be subrogated to any of the rights or remedies of Lessor under this Lease. The undersigned warrant they have read this Lease and hereby waive any and all rights to a trial by jury, and agree to the venue and jurisdiction contained therein, and agree that only full payment and performance of the Lease can discharge the undersigned's liability. Guarantor hereby grants to Lessor a security interest in all goods as set forth in paragraph #4 of the lease. This guaranty shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned, in favor of Lessor and Lessor's successors and assigns. This guaranty cannot be terminated or changed orally and no provision hereof may be modified or waived except in writing.

**X** \_\_\_\_\_ DATE \_\_\_\_\_  
(GUARANTOR'S SIGNATURE) AN INDIVIDUAL / SOC. SEC. #**X** \_\_\_\_\_ DATE \_\_\_\_\_  
(GUARANTOR'S SIGNATURE) AN INDIVIDUAL / SOC. SEC. #**ACCEPTED BY: ROCKFORD INDUSTRIES INC., ("LESSOR")**  
(Not valid until accepted by Lessor)**X** Sophia KalandanDATE 4-20-98

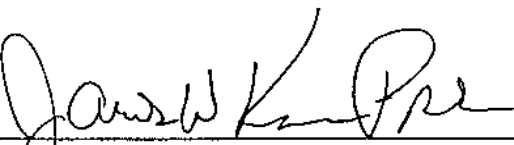
## Exhibit "A"

**VENDOR:** RH Computer Technologies  
285 South Poplar Street  
Berwick, PA 18603

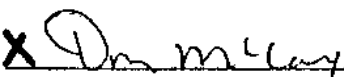
QTY	EQUIPMENT
1	Acer EXTENSA 670CDT Pentium MMX3 166Mhz Notebook Computer with 3.2Gb Hard Drive, 32Mb RAM, 20x CD ROM, 3.5" 1.44Mb Floppy Drive, 33.6Kb Fax Modem and MS Windows 95 Operating System.
1	PC Anywhere Software.
1	Ultra Pentium MMX 200Mhz File Server with 7 Bay Mini-tower Case, 128Mb DRAM, 512K Cache, 4.3Gb Hard Drive, 3.5" 1.44Mb Floppy Drive, 2Mb Video Ram, 104-key Keyboard, Mouse, MS BackOffice Small Business Server Operating System, MS Internet Explorer 4.0, Hewlett Packard T-3000 3.2Gb Tape Drive, 24x CD ROM, U.S. Robotics Sportster 56K Modem, Infotel PCI 10/100 Network Interface Card, Tripp Lite BC Pro Uninterrupted Power Supply, and a AOC Spectrum 4V 14" Monitor.
1	Ultra Pentium MMX 200Mhz Workstation with 7 Bay Mini-tower Case, 32Mb DRAM, 512K Cache, 2.0Gb Hard Drive, 3.5" 1.44Mb Floppy Drive, 2Mb Video Ram, 104-key Keyboard, Mouse, MS Windows 95 with Plus Pack Operating System, MS Office 97 Small Business Edition, MS Internet Explorer 4.0, 24x CD ROM, Infotel 56K Win Modem, Infotel PCI 10/100 Network Interface Card, and a Princeton Graphic Systems 15" Monitor.
3	Ultra Pentium MMX 200Mhz Workstation with 7 Bay Mini-tower Case, 32Mb DRAM, 512K Cache, 2.0Gb Hard Drive, 3.5" 1.44Mb Floppy Drive, 2Mb Video Ram, 104-key Keyboard, Mouse, MS Windows 95 with Plus Pack Operating System, MS Internet Explorer 4.0, Infotel PCI 10/100 Network Interface Card, and a Princeton Graphic Systems 15"
1	Kingston Fast Ethernet Hub.

This Exhibit A is attached to and a part of Rockford Industries, Inc. Lease Agreement Number 54459-83160-000 and constitutes a true and accurate description of the equipment.

**LESSEE:** Wayne W. Knorr, Inc.

BY: X   
James W. Knorr (Title) President

DATE: X 3-25-98

X   
DONALD R. MCCOY (Title) V.P.

DATE: X 3-26-98

Section 3709 of the Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.

For any violation of Section 3709, I may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within this vehicle with my permission, if I do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

**PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP**

Detach Here 1 OF 1

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: FEB 28, 2003

VALID: 04/30/02

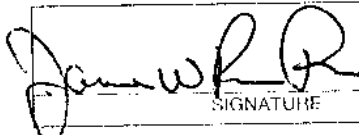
PLATE: YKK5969  
TITLE: 38074259402 KN  
VIN: 1M2AR07Y0EM003451  
R/MAKE: 1984 MACK  
TYPE: TT  
ID: 02099 0051 005476-001

COMB. GROSS WT: 78000

CLASS: 22

M SWA

Detach Here

  
SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

220004  
KNORR CONTRACTING INC  
7295 OLD BERWICK RD  
BLOOMSBURG PA  
17815

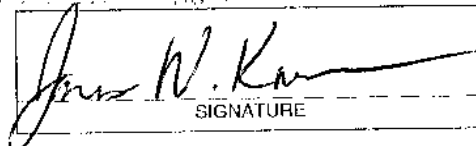


COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: AUG 31, 2002      VALID: 09/18/01

PLATE: YHT7707  
TITLE: 46778045003 KN  
VIN: 1FTYA90X1RVA25247  
YR/MAKE: 1994 FORD  
TYPE: TT  
WID: 01261 3901 010308-001

COMB. GROSS WT: 80000  
UNLADEN WEIGHT: 13525

  
SIGNATURE

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.

KNORR USED EQUIPMENT  
7295 OLD BERWICK RD  
BLOOMSBURG PA  
17815



# COLUMBIA COUNTY SHERIFF'S OFFICE

## PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN  
DATE RECEIVED 4/8/2002

SERVICE# 1 - OF - 1 SERVICES  
DOCKET # 37ED2002

PLAINTIFF BARLETTA MATERIALS & CONSTRUCTION, INC.

DEFENDANT WAYNE W. KNORR, INC.

PERSON/CORP TO SERVED
WAYNE W. KNORR, INC.
7295 OLD BERWICK ROAD
BLOOMSBURG

PAPERS TO SERVED  
EXECUTION

SERVED UPON \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_ IDENTIFICATION \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ MILEAGE \_\_\_\_\_ OTHER \_\_\_\_\_

Race \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Eyes \_\_\_\_ Hair \_\_\_\_ Age \_\_\_\_ Military \_\_\_\_

TYPE OF SERVICE: A. PERSONAL SERVICE AT POA \_\_\_\_ POB \_\_\_\_ POE \_\_\_\_ CCSO \_\_\_\_  
B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA  
C. CORPORATION MANAGING AGENT  
D. REGISTERED AGENT  
E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

F. OTHER (SPECIFY) \_\_\_\_\_

ATTEMPTS  
DATE

TIME

OFFICER

REMARKS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_



# EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$38,633.93

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

# EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$38,633.93

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

HUGHES, KALKBRENNER & ADSHEAD, LLP  
By: Joseph J. Kalkbrenner, Jr., Esquire  
Identification No. 37126  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
(610) 279-6800- Telephone  
(610) 279-9390 - Facsimile

Attorneys for:  
Barletta Materials &  
Construction, Inc.

BARLETTA MATERIALS & CONSTRUCTION, INC.

v.

WAYNE W. KNORR, INC.

COURT OF COMMON PLEAS  
COLUMBIA COUNTY, PA  
CIVIL ACTION - LAW

NO. 2002-CV-452  
2002-ED-37

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County, Pa.

To satisfy the judgment, interest and costs against Wayne W. Knorr, Inc. -  
7295 Old Berwick Road, Bloomsburg, PA 17815, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; Any and all property of Wayne W. Knorr, Inc. located at 7295 Old Berwick Road, Bloomsburg, PA 17815 including but not limited to furniture, office equipment, computers, heavy equipment and tools.

(2) You are directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_ as Garnishee(s) per property description attached:

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:  
Prothonotary: \$ \_\_\_\_\_  
Sheriff: \$ \_\_\_\_\_

Amount Due: \$38,226.03  
Interest from: \$ 188.40  
02/25/02-03/27/02  
Costs: \$ 19.50  
TOTAL: \$38,433.93

Plus costs as per endorsement hereon.

TAMI B. KLINE  
Prothonotary

(SEAL)

4/8/2002

Elizabeth A. Brown, Dep  
Deputy

HUGHES, KALKBRENNER & ADSHEAD, LLP  
By: Joseph J. Kalkbrenner, Jr., Esquire  
Identification No. 37126  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
(610) 279-6800- Telephone  
(610) 279-9390 - Facsimile

Attorneys for:  
Barletta Materials &  
Construction, Inc.

BARLETTA MATERIALS & CONSTRUCTION, INC.

v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW  
: NO. 2002-CV-452  
: 2002-ED-37

### WRIT OF EXECUTION NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. **A summary of the major exemptions is listed below.** You may have other exemptions or other rights.

#### MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 Statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

if you have an exemption, you should do the following promptly:

- (1) fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

LAWYER REFERRAL SERVICE  
North Penn Legal Services  
168 East Fifth Street  
Bloomsburg, PA 17815  
(570) 784-8760

HUGHES, KALKBRENNER & ADSHEAD, LLP  
By: Joseph J. Kalkbrenner, Jr., Esquire  
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Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
(610) 279-6800- Telephone  
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Attorneys for:  
Barletta Materials &

BARLETTA MATERIALS & CONSTRUCTION, INC. : COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

v.

WAYNE W. KNORR, INC.

NO. 2002-CV-452  
2002-ED-37

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
  - a. I desire that my \$300 statutory exemption be:
    - (1) set aside in kind (specify property to be set aside in kind);
    - (2) paid in cash following the sale of the property levied upon; or
  - b. I claim the following exemption (specify property and basis of exemption):
2. From my property which is in the possession of a third party, I claim the following exemptions:
  - a. my \$300 statutory exemption:
    - (1) in cash;
    - (2) in kind (specify property):  
\_\_\_\_\_.
  - b. Social Security benefits on deposit in the amount of \$  
\_\_\_\_\_;

c. other (specify amount and basis of exemption):

---

**CLAIM FOR EXEMPTION - Continued**

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at

---

(Address)

---

(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. S4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Defendant

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA 17815

HUGHES, KALKBRENNER & ADSHEAD, LLP  
By: Joseph J. Kalkbrenner, Jr., Esquire  
Identification No. 37126  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
(610) 279-6800- Telephone  
(610) 279-9390 - Facsimile

Attorneys for:  
Barletta Materials &  
Construction, Inc.

BARLETTA MATERIALS & CONSTRUCTION, INC.

v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

NO. 2002 CV 452

2002 ED 37

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County, Pa.

To satisfy the judgment, interest and costs against Wayne W. Knorr, Inc. -  
7295 Old Berwick Road, Bloomsburg, PA 17815, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; Any and all property of Wayne W. Knorr, Inc. located at 7295 Old Berwick Road, Bloomsburg, PA 17815 including but not limited to furniture, office equipment, computers, heavy equipment and tools.

(2) You are directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_ as Garnishee(s) per property description attached:

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:  
Prothonotary: \$ \_\_\_\_\_  
Sheriff: \$ \_\_\_\_\_

Amount Due: \$38,226.03  
Interest from: \$ 188.40  
02/25/02-03/27/02  
Costs: \$ 19.50  
TOTAL: \$38,433.93

Plus costs as per endorsement hereon.

TAMI B. KLINE  
Prothonotary

(SEAL)

4/8/2002

Elizabeth A. Brannan  
Deputy

**HUGHES, KALKBRENNER & ADSHEAD, LLP**

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WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

: NO. 2002-CV 452  
: 2002-ED 37

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**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 Statutory exemption.
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BARLETTA MATERIALS & CONSTRUCTION, INC. : COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW  
v. :  
: NO. *2002-CV-452*  
WAYNE W. KNORR, INC. : *2002-ED-37*

**CLAIM FOR EXEMPTION**

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\_\_\_\_\_.
  - b. Social Security benefits on deposit in the amount of \$  
\_\_\_\_\_;

c. other (specify amount and basis of exemption):

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**CLAIM FOR EXEMPTION - Continued**

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at

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(Address)

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(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. S4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Defendant

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COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA 17815

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v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

NO. *2002-CV-452*  
*2002-ED 37*

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(SEAL)

*4/8/2002*

*Elizabeth A. Bruner*  
Deputy

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v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

: NO. 2002 CV. 45.2

: 2002-ED-37

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Barletta Materials &

BARLETTA MATERIALS & CONSTRUCTION, INC. : COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

v.

WAYNE W. KNORR, INC.

NO. 2002-CV-432  
2002-ED 37

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
  - a. I desire that my \$300 statutory exemption be:
    - (1) set aside in kind (specify property to be set aside in kind);
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\_\_\_\_\_;

c. other (specify amount and basis of exemption):

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**CLAIM FOR EXEMPTION - Continued**

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at

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(Address)

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(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. S4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Defendant

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA 17815

TO: SHERIFF OF COLUMBIA COUNTY  
COLUMBIA COUNTY COURT HOUSE

March 28, 2002

Sir.- There will be placed in your hands for service of a Writ of Execution. Styled as follows:

BARLETTA MATERIALS & CONSTRUCTION, INC.  
v. WAYNE W. KNORR, INC.

NO.

INSTRUCTIONS

If Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of description together with location of premises. In all services give information as to parties to be served with address, etc.

Any and all property of Wayne W. Knorr, Inc. located at 7295 Old Berwick Road, Bloomsburg, PA 18201 including but not limited to office furniture and equipment, including but not limited to desks, telephone system, & computers; heavy equipment and tools.

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.

Joseph J. Kalkbrenner, Jr., Esquire  
*Attorney for Plaintiff*

\$  
Amount Enclosed

**CERTIFICATE TO SHERIFF**

Sheriff's Office

Court House

Bloomsburg, PA 17815

(Please check appropriate square in each section)

BARLETTA MATERIALS &  
CONSTRUCTION, INC.

VS

WAYNE W. KNORR, INC.

Re: Amended RCP 3123a

DEBTOR'S EXEMPTION

Prothy No.

**I HEREBY CERTIFY THAT:**

1. The judgment entered in the above matter is based on an action:

- ☒ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☐ C. In Mortgage Foreclosure
- ☐ D. On a note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

2. The defendant(s) own the property being exposed to sale as:

- ☐ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint tenants with right of survivorship
- ☐ D. A Partnership
- ☐ E. Tenants in Common
- ☒ F. A corporation

3. The defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one defendant and either A or B above not applicable, state which defendants are residents of the Commonwealth of Pennsylvania.

Residents:

This certification must be signed by the attorney of record if an appearance has been entered otherwise certification must be signed by plaintiff.

Name Joseph J. Kalkbrenner, Jr., Esquire

Phone No. (610) 279-6800

Signature \_\_\_\_\_

Address Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462



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v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

NO. 2002-CV-452

2002-ED-37

WRIT OF EXECUTION

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(SEAL)

*Elizabeth A. Burman*  
Deputy

4/8/2002

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v.

WAYNE W. KNORR, INC.

: COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

: NO. 2002-CV 432  
: 2002-ED 37

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BARLETTA MATERIALS & CONSTRUCTION, INC. : COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PA  
: CIVIL ACTION - LAW

v.

WAYNE W. KNORR, INC.

NO. 2002-CV-452  
2002-ED-37

**CLAIM FOR EXEMPTION**

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v. : NO. 2002-CV-452  
: 2002-ED-37  
WAYNE W. KNORR, INC. :

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
  - a. I desire that my \$300 statutory exemption be:
    - (1) set aside in kind (specify property to be set aside in kind);
    - (2) paid in cash following the sale of the property levied upon; or
  - b. I claim the following exemption (specify property and basis of exemption):
2. From my property which is in the possession of a third party, I claim the following exemptions:
  - a. my \$300 statutory exemption:
    - (1) in cash;
    - (2) in kind (specify property):  
\_\_\_\_\_.
  - b. Social Security benefits on deposit in the amount of \$  
\_\_\_\_\_;

c. other (specify amount and basis of exemption):

---

**CLAIM FOR EXEMPTION - Continued**

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at

---

(Address)

---

(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. S4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Defendant

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA 17815



## ORDER FOR SERVICE

(All information from attorney must be filled in before service can be made)

Please prepare a separate order for services form for each defendant to be served by the sheriff

To: Columbia County Sheriff  
Columbia County Court House  
P.O. Box 380  
Bloomsburg, PA 17815  
570-389-5632

Date April 2, 2002

Prothonotary No. \_\_\_\_\_

Atty. Name & Address  
Joseph J. Kalkbrenner, Jr., Esquire  
HUGHES, KALKBRENNER & ADSHEAD, LLP  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
Atty. I.D. # 37126 Telephone #(610) 279-6800

Sheriff Cost Total \_\_\_\_\_  
Writ of Execution - Levy \_\_\_\_\_  
Complaint in \_\_\_\_\_  
Other \_\_\_\_\_

### For Sheriff Use Only

BARLETTA MATERIALS & CONSTRUCTION, INC.

vs. Plaintiff

WAYNE W. KNORR, INC.

Person Served \_\_\_\_\_  
Relation/Position \_\_\_\_\_  
Place of Service \_\_\_\_\_  
Time of Service \_\_\_\_\_  
Date of Service \_\_\_\_\_  
Number of Attempts \_\_\_\_\_

Serve Upon Wayne w. Knorr, Inc.  
Location (must have valid address  
or directions)  
(Do not use P.O. Box or R.D. #).  
If township please specify

Deputy \_\_\_\_\_  
Deputy \_\_\_\_\_  
Last Day for Service \_\_\_\_\_

7295 Old Berwick Road  
Bloomsburg, PA 17815

Special Instructions:  
Directions: (if necessary)

Service was not made because:  
(For Sheriff Use Only)

When any deputy sheriff levys or attaches property he will leave the property without a watchman and in custody of person found in possession after notifying the person the property is under a sheriff levy. The deputy is not liable in any way for protecting property before sheriff's sale.

**CERTIFICATE TO SHERIFF**

Sheriff's Office  
Court House  
Bloomsburg, PA 17815

(Please check appropriate square in each section)

BARLETTA MATERIALS &  
CONSTRUCTION, INC.

VS

WAYNE W. KNORR, INC.

Re: Amended RCP 3123a  
DEBTOR'S EXEMPTION

Prothy No.

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based on an action:

- ☒ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☐ C. In Mortgage Foreclosure
- ☐ D. On a note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

2. The defendant(s) own the property being exposed to sale as:

- ☐ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint tenants with right of survivorship
- ☐ D. A Partnership
- ☐ E. Tenants in Common
- ☒ F. A corporation

3. The defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one defendant and either A or B above not applicable, state which defendants are residents of the Commonwealth of Pennsylvania.

Residents:

This certification must be signed by the attorney of record if an appearance has been entered otherwise certification must be signed by plaintiff.

Name Joseph J. Kalkbrenner, Jr., Esquire

Phone No. (610) 279-6800

Signature Joseph J. Kalkbrenner, Jr.

Address Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462

TO: SHERIFF OF COLUMBIA COUNTY  
COLUMBIA COUNTY COURT HOUSE

April 2, 2002

Sir.- There will be placed in your hands for service of a Writ of Execution. Styled as follows:

BARLETTA MATERIALS & CONSTRUCTION, INC.  
v. WAYNE W. KNORR, INC.

NO.

INSTRUCTIONS

If Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of description together with location of premises. In all services give information as to parties to be served with address, etc.

Any and all property of Wayne W. Knorr, Inc. located at 7295 Old Berwick Road, Bloomsburg, PA 18201 including but not limited to office furniture and equipment, including but not limited to desks, telephone system, & computers; heavy equipment and tools.

WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.

  
Joseph J. Kalkbrenner, Jr., Esquire  
Attorney for Plaintiff

\$ 200.00  
Amount Enclosed

## ORDER FOR SERVICE

(All information from attorney must be filled in before service can be made)

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Columbia County Court House  
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570-389-5632

Date April 2, 2002

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HUGHES, KALKBRENNER & ADSHEAD, LLP  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462  
Atty. I.D. # 37126 Telephone #(610) 279-6800

Sheriff Cost Total \_\_\_\_\_  
Writ of Execution - Levy  
Complaint in \_\_\_\_\_  
Other \_\_\_\_\_

### For Sheriff Use Only

BARLETTA MATERIALS & CONSTRUCTION, INC.

vs. Plaintiff

WAYNE W. KNORR, INC.

Person Served \_\_\_\_\_  
Relation/Position \_\_\_\_\_  
Place of Service \_\_\_\_\_  
Time of Service \_\_\_\_\_  
Date of Service \_\_\_\_\_  
Number of Attempts \_\_\_\_\_

Serve Upon Wayne w. Knorr, Inc.  
Location (must have valid address  
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If township please specify

Deputy \_\_\_\_\_  
Deputy \_\_\_\_\_  
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Bloomsburg, PA 17815

Special Instructions:  
Directions: (if necessary)

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**CERTIFICATE TO SHERIFF**

Sheriff's Office  
Court House  
Bloomsburg, PA 17815

(Please check appropriate square in each section)

BARLETTA MATERIALS & \_\_\_\_\_  
CONSTRUCTION, INC.

Re: Amended RCP 3123a  
DEBTOR'S EXEMPTION

VS  
WAYNE W. KNORR, INC. \_\_\_\_\_

Prothy No.

**I HEREBY CERTIFY THAT:**

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- ☐ C. In Mortgage Foreclosure
- ☐ D. On a note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

2. The defendant(s) own the property being exposed to sale as:

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- ☐ B. Tenants by Entireties
- ☐ C. Joint tenants with right of survivorship
- ☐ D. A Partnership
- ☐ E. Tenants in Common
- ☒ F. A corporation

3. The defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one defendant and either A or B above not applicable, state which defendants are residents of the Commonwealth of Pennsylvania.

Residents:

This certification must be signed by the attorney of record if an appearance has been entered otherwise certification must be signed by plaintiff.

Name Joseph J. Kalkbrenner, Jr., Esquire

Phone No. (610) 279-6800

Signature

*Joseph J. Kalkbrenner, Jr.*

Address Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462

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COLUMBIA COUNTY COURT HOUSE

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Joseph J. Kalkbrenner, Jr., Esquire  
Attorney for Plaintiff

\$ 200.00  
Amount Enclosed

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Sheriff Cost Total \_\_\_\_\_  
Writ of Execution - Levy \_\_\_\_\_  
Complaint in \_\_\_\_\_  
Other \_\_\_\_\_

### For Sheriff Use Only

BARLETTA MATERIALS & CONSTRUCTION, INC.

vs. Plaintiff

WAYNE W. KNORR, INC.

Person Served \_\_\_\_\_  
Relation/Position \_\_\_\_\_  
Place of Service \_\_\_\_\_  
Time of Service \_\_\_\_\_  
Date of Service \_\_\_\_\_  
Number of Attempts \_\_\_\_\_

Serve Upon Wayne w. Knorr, Inc.  
Location (must have valid address  
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Re: Amended RCP 3123a  
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Prothy No.

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Phone No. (610) 279-6800

Signature *Joseph J. Kalkbrenner Jr.*

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COLUMBIA COUNTY COURT HOUSE

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Complaint in \_\_\_\_\_  
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vs. Plaintiff

WAYNE W. KNORR, INC.

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Relation/Position \_\_\_\_\_  
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Phone No. (610) 279-6800

Signature Joseph J. Kalkbrenner, Jr.

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Plymouth Meeting, PA 19462

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COLUMBIA COUNTY COURT HOUSE

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Additional costs shall be advanced when Sheriff is ordered to proceed to sale.

  
Joseph J. Kalkbrenner, Jr., Esquire  
Attorney for Plaintiff

\$ 200.00  
Amount Enclosed

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

60-240/319

**HUGHES, KALKBRENNER & ADSHEAD**

SUITE 205  
1250 GERMANTOWN PIKE  
PLYMOUTH MEETING, PA 19462

DATE	INVOICE	AMOUNT

6819

PAY

*See Attached*

*00/100*

DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	AMOUNT
4-1-02	Columbia Co Sheriff	6819	200.00

Partnership Account

MADISON BANK  
BLUE BELL, PA

006819

0319024071 10 12487

