

00-912-CD
ROBERT LYNN -vs- SCOTT BAUN

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

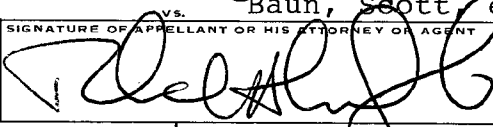
46-3-02

COMMON PLEAS No.

00-912-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Baun, Scott, et al.		MAG. DIST. NO. OR NAME OF D.J. 46-3-02
DATE OF JUDGMENT 7/13/00	IN THE CASE OF (Plaintiff) Lynn, Robert	(Defendant) Baun, Scott, et al.
CLAIM NO. XXXX CV-0000265-00 LT.19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Robert Lynn, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 00-912-00) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Robert Lynn, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 3, 2000

Signature of Prothonotary or Deputy

FILED

AUG 03 2000

William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____, ss

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____.

FILED

AUG 03 2000
0/3:05/ atty mufgrab
William A. Shaw
Prothonotary
pd \$80.00
Copies to
atty

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND

Address:

**650 LEONARD STREET
CLEARFIELD, PA**

Telephone: **(814) 765-5335**

16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**LYNN, ROBERT
8918 TROWBRIDGE WAY
HUBER HEIGHTS, OH 45424**

VS.

DEFENDANT:

NAME and ADDRESS

**BAUN, SCOTT, ET AL.
508 KREBS AVENUE
CLEARFIELD, PA 16830**

**SCOTT BAUN
508 KREBS AVENUE
CLEARFIELD, PA 16830**

Docket No.: **CV-0000265-00**

Date Filed: **5/26/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **LYNN, ROBERT**

☒ Judgment was entered against: (Name) **BAUN, SCOTT**

in the amount of \$ **7,609.60** on: (Date of Judgment) **7/13/00**

☐ Defendants are jointly and severally liable.

(Date & Time)

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 7,505.60
Judgment Costs	\$ 104.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,609.60

Post Judgment Credits \$
Post Judgment Costs \$

Certified Judgment Total \$

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-13-00 Date **Robert Lynn**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Robert Lynn	
Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$2.98
Name (Please Print Clearly) (to be completed by mailer)	
8918 Trowbridge Way	
Street, Apt. No., or PO Box No.	
Huber Heights OH 45424	
City, State, ZIP+4	

7049 3400 0002 7543 2525

PS Form 3800, July 1999

See Reverse for Instructions

CLEARFIELD PA 16830
AUG
Postmark Here
2000
USPS

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

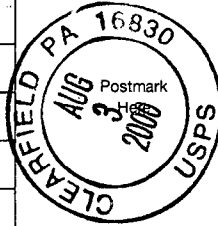
17099 3400 0002 7593 2495

U.S. Postal Service®
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Richard A. Ireland

Postage	\$ 1.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98



Name (Please Print Clearly; (to be completed by mailer)

050 Leonard St.

Street, Apt. No., or PO Box No.

Clearfield Pa 16830

City, State, ZIP+4

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

2

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD ; ss

AFFIDAVIT: I hereby swear or affirm that I served

☒ a copy of the Notice of Appeal, Common Pleas No. 00-912-CD, upon the District Justice designated therein on (date of service) August 3, ~~19~~2000, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Robert Lynn, on August 3, ~~19~~2000 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on August 3, ~~19~~2000, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 3rd DAY OF August, ~~19~~2000

Nancy Collins
Signature of official before whom affidavit was made

Notary Public
Title of official

My commission expires on _____, 19____.

Notarial Seal
Nancy Collins, Notary Public
Pike Twp., Clearfield County
My Commission Expires Mar. 24, 2003
Member, Pennsylvania Association of Notaries

[Signature]
Signature of affiant

FILED

AUG 04 2000
01308
William A. Shaw
Prothonotary

[Signature]

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

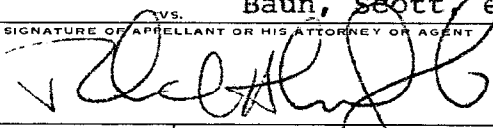
46-3-02

COMMON PLEAS No.

00-912-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Baun, Scott, et al.		MAG. DIST. NO. OR NAME OF D.J. 46-3-02
DATE OF JUDGMENT 7/13/00	IN THE CASE OF (Plaintiff) Lynn, Robert	(Defendant) Baun, Scott, et al.
CLAIM NO. CV-0000265-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case. ..</p> <p>_____ Signature of Prothonotary or Deputy</p>		<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Robert Lynn, appellee(s), to file a complaint in this appeal
(Common Pleas No. 00-912-00) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent.

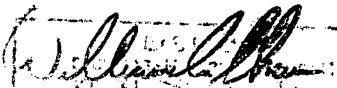
RULE: To Robert Lynn, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 3, 2000



Signature of Prothonotary or Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD STREET
CLEARFIELD, PA**

Telephone: **(814) 765-5335 16830**

**RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**LYNN, ROBERT
8918 TROWBRIDGE WAY
HUBER HEIGHTS, OH 45424**

VS.

DEFENDANT:

NAME and ADDRESS

**BAUN, SCOTT, ET AL.
508 KREBS AVENUE
CLEARFIELD, PA 16830**

Docket No.: **CV-0000265-00**
Date Filed: **5/26/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

00:9/2/00

☒ Judgment was entered for: (Name) **LYNN, ROBERT**

☒ Judgment was entered against: (Name) **BAUN, SHARON**

in the amount of \$ **7,609.60** on: (Date of Judgment) **7/13/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 7,505.60
Judgment Costs	\$ 104.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,609.60

Post Judgment Credits \$ _____
Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

FILED

Date:

Place:

Time:

AUG 08 2000

01:11:53am

William A. Shaw

Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-13-00 Date **Ra Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

8-7-00 Date **Ra Ireland**, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-02
DJ Name: Hon.	RICHARD A. IRELAND
Address:	650 LEONARD STREET CLEARFIELD, PA
Telephone: (814) 765-5335	16830

**RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**LYNN, ROBERT
8918 TROWBRIDGE WAY
HUBER HEIGHTS, OH 45424**

VS.
DEFENDANT: NAME and ADDRESS
**BAUN, SCOTT, ET AL.
508 KREBS AVENUE
CLEARFIELD, PA 16830**

Docket No.: **CV-0000265-00**
Date Filed: **5/26/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **LYNN, ROBERT**

☒ Judgment was entered against: (Name) **BAUN, SCOTT**

in the amount of \$ **7,609.60** on: (Date of Judgment) **7/13/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 7,505.60
Judgment Costs	\$ 104.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,609.60

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-13-00 Date **Pa Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

8-7-00 Date **Pa Ireland**, District Justice

My commission expires first Monday of January,

2006

SEAL

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

ROBERT LYNN,
Plaintiff

-vs-

SCOTT BAUN, ET. AL,
Defendant

*
*
*
*
*
*
*

No. 00-912-CD

Type of Pleading:
Affidavit of Service

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

AUG 10 2000

William A. Shaw
Prothonotary

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

ROBERT LYNN,
Plaintiff

-vs-

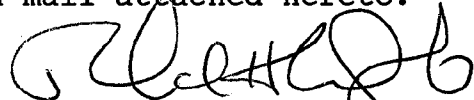
SCOTT BAUN, ET. AL,
Defendant

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*
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*

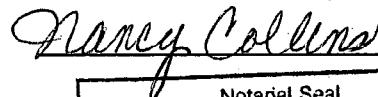
No. 00-912-CD

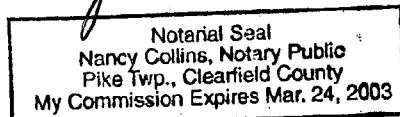
AFFIDAVIT OF SERVICE

Richard H. Milgrub, attorney for the above-named Defendant, being duly sworn according to law, deposes and states that Defendant's Notice of Appeal was served upon Richard A. Ireland, District Justice, 650 Leonard Street, Clearfield, Pennsylvania on the 4th day of August, 2000, and upon Robert Lynn, 8918 Trowbridge Way, Huber Heights, OH 45424 on the 7th day of August, 2000, by certified mail, return receipt requested as appears from receipt of certified mail attached hereto.


Richard H. Milgrub

SWORN and SUBSCRIBED to before me this 10th day of August, 2000.





Member, Pennsylvania Association of Notaries

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
111 NORTH BRADY STREET
DUBOIS, PA 15801

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard A. Ireland
District Justice
650 Leonard St.
Clearfield Pa
16830

2. Article Number (Copy from service label)

7099 3400 0002 7593 2495

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Kate Hoover AUG 4 2000

C. Signature

X Kate Hoover

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Lynn
8918 Trowbridge Way
Huber Heights, OH
45424

2. Article Number (Copy from service label)

7099 3400 0002 7593 2525

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

CHRISTINE LYNN

C. Signature

X Christine Lynn

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

AUG 07 2000

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
111 NORTH BRADY STREET
DUBOIS, PA 15801

h

<p>RICHARD H. MILGRUB <i>Attorney & Counselor at Law</i> 211 NORTH SECOND STREET CLEARFIELD, PENNSYLVANIA 16830</p>			
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FILED

AUG 10 2000
6/3:00/69
William A. Shaw
Prothonotary
No c/c



FREDERICK M. NEISWENDER
ATTORNEY AND COUNSELLOR AT LAW

501 EAST MARKET STREET • SUITE 3
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION - LAW)

ROBERT LYNN,

Plaintiff,

vs.

SCOTT BAUN and SHARON BAUN,
Husband and Wife,

Defendants.

No. 00 - 912 - C.D.

Type of case: Civil Action (Law)

Type of pleading: Complaint

Filed on behalf of: Plaintiff,
Robert Lynn

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

AUG 23 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION - LAW)

ROBERT LYNN,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 00 - 912 - C.D.
	:	
SCOTT BAUN and SHARON BAUN,	:	
Husband and Wife,	:	
Defendants.	:	

NOTICE TO DEFEND

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 and notice are 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.

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION – LAW)

ROBERT LYNN,	:	
Plaintiff,	:	
	:	
vs.	:	No. 00 - 912 - C.D.
	:	
SCOTT BAUN and SHARON BAUN,	:	
Husband and Wife,	:	
Defendants.	:	

COMPLAINT

AND NOW, comes the Plaintiff, ROBERT LYNN, by and through his attorney,
FREDERICK M. NEISWENDER, ESQUIRE, and files this Complaint against the Defendants,
SCOTT BAUN and SHARON BAUN, on a cause of action upon which the following is a
statement:

COUNT I – CONTRACT (BREACH)

1. Plaintiff, ROBERT LYNN, is an adult individual residing at 8918 Trowbridge Way,
Huber Heights, Ohio 45424.
2. Defendants, SCOTT BAUN and SHARON BAUN, are husband and wife residing at
RR 1, Box 205C, Rochester Mills, Pennsylvania 15771.
3. Plaintiff and Defendants were owners of Clearfield Dental Arts, Ltd., a Pennsylvania
corporation located at 508 Krebs Avenue, Clearfield, Clearfield County, Pennsylvania.
4. On or about December 5, 1999, Plaintiff entered into a Contract for Sale of Stock
[hereinafter "Contract"] with Defendants to purchase One Thousand Seven Hundred Fifty
(1,750) shares of stock in Clearfield Dental Arts, Ltd. owned by Plaintiff. These shares

represented Plaintiff's entire interest in the corporation. A true and correct copy of this contract is attached as Exhibit "A."

5. The total price to be paid for the stock was agreed to be Two Thousand Four Hundred Dollars (\$2,400.00) in cash or certified funds, plus the transfer by Bill of Sale to Plaintiff of a piece of equipment known as a Ferraro Technobond Surveyor, plus the payment of any and all of the outstanding balance of American Express Account #3732-758416-41001, plus payments due Richard Hughes pursuant to the Installment Note of June 12, 1998 in the amount of not less than \$149.73 per month beginning with the payment of November 15, 1999 and continuing until June 15, 2007, unless sooner paid (See Exhibit "A, Par. 2").

6. In addition to the price being paid, Defendants and the corporation agreed to indemnify Plaintiff against any and all corporate debt including the note to Richard Hughes and the obligation to indemnify Kristi K. Gregory and Russell Gregory pursuant to contract dated September 23, 1999 (*See Exhibit "A, Par. 2"*).

7. On December 5, 1999, Defendants transferred the above mentioned Ferraro Technobond Surveyor to Plaintiff as per the Contract. A true and correct copy of the Bill of Sale is attached as Exhibit "B."

8. To date, Defendants refuse to pay Plaintiff the remaining amount due and owing under the Contract. Additionally, Defendants have refused to pay the balance of the above mentioned corporate American Express Card, and have not made a payment on the Installment Note due to Richard Hughes since March of 1999 (*See Attached Exhibit "C"*).

9. As a result of Defendants' blatant breach and disregard of the Contract, Plaintiff has been forced to endure financial hardship; namely, Plaintiff's account was turned over to a

collection agency due to Defendants' refusal to pay the balance of the American Express Card as per the Contract.

10. In order to protect his credit, Plaintiff was forced to pay the balance of the above mentioned American Express Card by using a cash advance from one of his personal credit cards. As a result, Plaintiff incurred additional fees and finance charges from his credit card company (*See Attached Exhibits "D, E, and F"*).

11. The amounts currently due and owing Plaintiff as a result of Defendants' breach are as follows:

a.	Cash due for sale of stock	\$2,400.00
b.	Payoff of American Express Card	4,590.60
c.	Transaction fee to pay American Express.	72.00
d.	Finance charge on credit card used to pay American Express.	443.00
e.	Judgment costs from District Court previously awarded to Plaintiff.	<u>104.00</u>
	Total due Plaintiff:	\$7,609.60

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in his favor and against Defendants in the amount of \$7,609.60 together with interest and additional costs expended.

COUNT II – ATTORNEY'S FEES

12. Plaintiff restates and incorporates Paragraphs 1 through 11 above as if stated at length herein.

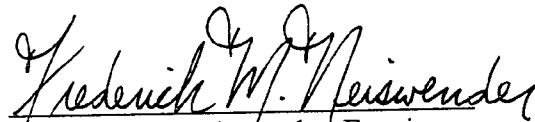
13. Plaintiff believes and therefore avers that Defendants' Appeal from the decision of District Justice Ireland is clearly without basis in fact or law, and was filed by Defendants' solely for the purpose of causing expense, annoyance and harm to the Plaintiff.

14. As such, the conduct of the Defendants' in continuing litigation through their Appeal is arbitrary, vexatious and in bad faith.

15. As a result, Plaintiff has been forced to retain counsel to protect his current judgment, and is entitled to an award of counsel fees pursuant to 42 Pa. C.S.A. § 2503.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendants.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

COPY

CONTRACT FOR SALE OF STOCK

Dec 5, 1999

THIS CONTRACT FOR SALE OF STOCK dated this 5 day of ~~November~~ ^{December}, 1999, but effective November 15, 1999, by and between ROBERT LYNN ("Lynn"), as Seller, an individual of 1331 Treasure Lake, DuBois, Pennsylvania 1580 and SCOTT BAUN, ("Baun") as Buyer, an individual of RD #1, Box 205C, Rochester Mills, Pennsylvania 15771,

WHEREAS, Lynn is the owner of one thousand seven hundred fifty (1,750) shares of capital stock of CLEARFIELD DENTAL ARTS, LTD., a Pennsylvania corporation with an office and, place of business at 508 Krebs Avenue, Clearfield, Clearfield County, Pennsylvania 16830 ("the corporation"); and

WHEREAS, Lynn desires to sell and the Buyer desires to purchase Lynn's stock of one thousand seven hundred fifty (1,750) shares of capital stock of the corporation; and

WHEREAS, the remaining shareholders and their spouses are signing this agreement to provide indemnification against any and all corporate debt, including the note to Richard Hughes; and

WHEREAS, it is the intention of this agreement to provide for the sale of the stock;

AND WHEREAS, Lynn as a part of this agreement releases generally the Buyers and the corporation from all claims and Buyers and the corporation releases generally Lynn from all claims.

NOW THEREFORE in consideration of the mutual promises and conditions contained in this agreement the parties agree as follows:

1. Lynn hereby sells, transfers and assigns to Buyers and Buyers purchase all of the outstanding capital stock issued to Lynn which is one thousand seven hundred fifty (1,750) shares. Lynn hereby delivers to Buyers a certificate evidencing the corporate stock in a form ready for transfer and duly endorsed to Buyers. From time to time after the closing, Lynn shall execute and deliver other documents and instruments, and take other actions, as Buyers may reasonably request, in order to more fully vest in Buyers all right, title and interest in and to the corporation's stock; and any and all other right, title, interest, claim or demand of any kind that Lynn may have in, to, or on any of the properties, assets, or business of the corporation.

2. The total price to be paid by Buyer to Lynn shall be Twenty Four Hundred (\$2,400.00) Dollars in cash or certified funds, plus the transfer by Bill of Sale to him of the piece of equipment known as the Ferraro Technobond Surveyor, plus the payment of any and all of the outstanding balance of the American Express Account #3732-758416-41001, plus the payments due to Richard Hughes pursuant to Installment Note of June 12, 1998 in the amount of not less than \$149.73 per month beginning with the payment of November 15, 1999 and continuing until

June 15, 2007 unless sooner paid. In addition to the price being paid, Buyers and the corporation shall indemnify Lynn against any and all corporate debt including the note to Richard Hughes and the obligation to indemnify, etc on behalf of Kristi K. Gregory and Russell Gregory pursuant to contract dated September 23, 1999. Sharon Baun, wife of Scott Baun, is joining in the execution of this agreement along with her husband to provide indemnification to Lynn.

3. Lynn warrants that Lynn has good, absolute, and marketable title to the corporation's stock, free and clear of all liens, claims, encumbrances, and restrictions of every kind; Lynn has the complete and unrestricted right, power, and authority to sell, transfer, and assign the corporation's stock pursuant to this agreement; and that the delivery of the corporation's stock to Buyers as contemplated in this agreement of the corporation's stock, free and clear of all liens, claims, encumbrances, and restrictions of every kind.

4. Buyers hereby agree to cause the corporation to remove Lynn from any contracts, bonds, loans, guarantees, suretyships, or other liabilities of the corporation as soon as practicable.

5. Lynn agrees to tender his resignation as an officer and director upon the execution of this agreement and to return all property in his possession belonging to the corporation.

6. Lynn, his heirs and assigns, do hereby forever release, remise, quitclaim, and discharge Buyer and the corporation of and from any and all claims, counterclaim, rights, demands, costs, damages, losses, liabilities, actions, and causes of actions, including attorneys fees and court costs of every nature and description, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, and whether arising at law or an equity, under the common law, state law, federal law, or any other law, or otherwise, it being the intention of Lynn to effect a general release of Buyer and the corporation as to any and all claims to the date of this agreement.

7. Buyers and the corporation, their heirs, successors, administrators and assigns, do hereby forever release, remise, quitclaim, and discharge Lynn of and from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, actions, and causes of actions, including attorneys fees and court costs of every nature and description, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, and whether arising at law or an equity, under the common law, state law, federal law, or any other law, or otherwise, it being the intention of Buyers and the corporation to effect a general release of Lynn as to any and all claims to the date of this agreement.

8. This agreement shall be construed under and in accordance with the internal laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Clearfield County, Pennsylvania.


9. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


Robert Lynn (SEAL)


Scott H. Baun (SEAL)

Sharon Baun, wife of Scott Baun, hereby joins in this agreement, and agrees to indemnify Lynn against any and all corporate debt, including the note to Richard Hughes.


Sharon Baun (SEAL)

COPY

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CLEARFIELD DENTAL ARTS, LTD. a duly constituted Pennsylvania Corporation with offices at 508 Krebs Avenue, Clearfield, PA 16830 in consideration of ONE (\$1.00) DOLLAR, in hand received and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, transfer and set over unto, ROBERT LYNN, an individual residing at 1331 Treasure Lake, DuBois, PA 15801, the following property, to wit:

1. Ferraro Technobond Surveyor, a piece of equipment used in the fabrication of partial dentures;

The said CLEARFIELD DENTAL ARTS, LTD., does warrant itself to be the true and lawful owner of said equipment and warrants that it has full power, good right and lawful authority to dispose of said property and that it will warrant and defend the same against the lawful claims and demands of all persons claiming the same by, from or under it.

IN WITNESS WHEREOF, the said CLEARFIELD DENTAL ARTS, LTD., has by its duly authorized corporate officers executed this Bill of Sale and set it's corporate seal the 5 day of ^{December}~~November~~ 1999.

ATTEST:

CLEARFIELD DENTAL ARTS, LTD.

Sharon Y. Baun (Corp. Seal)
Sharon Baun, Secretary

BY: Scott Baun
Scott Baun, President

Richard T. Hughes, P.E.

Consulting Engineer

506 Krebs Avenue
Clearfield, PA 16830
(814) 765-8691
Fax(814) 765-8692

May 11, 2000

Beres & Hughes Dental Lab
ATTN: Scott Baun
508 Krebs Avenue
Clearfield, PA 16830

RE: Loan payment

Dear Scott:

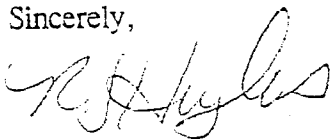
Yesterday I received a call from Mid-State Bank indicating that you have not paid March, April or May's payments. Furthermore, they informed me that late charges for the last 6 months are \$486.00.

I spoke to Karen, your wife, today and she said she would pay this immediately. The bank informed me that if these payments are not up-to-date by May 15th, 2000, they will foreclose on me.

Karen dropped off a deposit for only \$1,104, which is March's payment. April must be paid by the 15th. I also noticed that we have not received a payment from Robert Lynn for April or May. That combined total is 299.46.

I am quite disappointed that I find out about these lapses from the bank instead of you. I thought your business was growing and all was well. If the bank starts foreclosing proceedings, I will be forced to do the same to the shareholders.

Sincerely,



Richard T. Hughes, P.E.

cc: Mark Wagner
Robert Lynn
Kristi Gregory

Statement of Account

21

128115

ACCOUNT CANCELLED. RETURN ALL CARDS. PAY IMMEDIATELY
TO AVOID FURTHER DELINQUENCY CHARGES.

Corporate Account Number

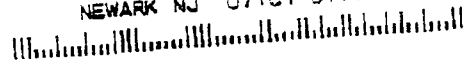
3732-758415-41001

Statement Closing Date

12-19-99

Total Amount Due

\$4,590.50

ROBERT E LYNN
CLEARFIELD DENTAL
808 KRESS AVE
CLEARFIELD PA 16830-2979MAIL PAYMENT TO:
AMERICAN EXPRESS
P.O. BOX 114
NEWARK NJ 07101-0114

0000373275841541001 000459060000010939 19HH

Summary of Account

Corporate Cardholder Name

ROBERT E LYNN

Corporate Account Number

3732-758415-41001

Statement Closing Date

12-19-99

Previous Balance	New Charges	Other Debits	Payments Received	Other Credits	Balance Due
\$4,481.21	\$0.00	\$109.39	\$0.00	\$0.00	\$4,590.50

Reference Number	Item Number	Description of Monthly Activity	Charges	Credits
443353		PREVIOUS BALANCE	\$4,481.21	
		DELINQUENCY CHARGE ON 3,977.55	109.39	
		TOTAL CHARGES AND CREDITS	\$109.39	\$0.00
		BALANCE DUE	\$4,590.50	

Page 1 of 1

IF YOU HAVE ANY QUESTIONS ABOUT YOUR ACCOUNT, CALL 1-800-482-3344
(24 HOURS/7 DAYS) OR WRITE US AT P.O. BOX 297885, FT. LAUDERDALE, FL 33329-7885.
PLEASE HAVE YOUR ACCOUNT NUMBER READY.

 SPENDING
1258
001 02.
(1 3)


Exhibit "D"

08/21/00 11:10 FAX 1 937 278 2757

SIMON DeCHATLET

0003

TRIAL BALANCE SUMMARY

ACCT: 3732 758416 41001 AMT:

ROBERT E LYNN

2000

04/05/00

MONTH: 01

CARD:

SEL	AMOUNT	STM	DESCRIPTIVE	BILL MESSAGE	DATE	CD#
--	2,400.00-	1	AGY REMIT -	FM SVCS. CORPORATION	01/19	100
SE:						
--	2,190.60-	1	AGY REMIT -	FM SVCS. CORPORATION	01/19	100
SE:						

TRANSACTION DETAIL DISPLAY COMPLETE

Exhibit "E"

CUSTOMER SERVICE
1-888-871-4714 (INSIDE US)
1-802-594-8200 (OUTSIDE US) call collect
1-888-446-3308 (es Español)
www.firstusa.com

ROLLING INQUIRY
P.O. BOX 8650
WILMINGTON, DE 19899-3650

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	EXPIRATION DATE
5544 5303 0300 9219	\$5,500	\$3,500	\$0	\$0	03/13/00	02/17/00

TRANS DATE	POST DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
0118	0120	3541193D4A6300AGE	3426 Check WILMINGTON DE	2,400.00
0120	0120		*FINANCE CHARGE* TRANSACTION FEE	71.00
0131	0131	7343226DF00SEF12X7	DCI*DESTIA VOICENET 300-900-0046 NY	13.80
0210	0210	3554453DTERM6NSVW	PAYMENT - THANK YOU	80.00
0217	0217		OVERLIMIT FEE	29.00
			PERIODIC RATE *FINANCE CHARGE*	57.55

PROMOTIONAL RATE SUMMARY
CORRESPONDING PROMOTIONAL APR 5.990%
PROMOTIONAL AVERAGE DAILY BALANCE \$2,400.00
REMAINING PROMOTIONAL BALANCE \$2,407.60
PROMOTIONAL FINANCE CHARGE 17.60

AN OVERLIMIT FEE WAS ASSESSED WHEN YOUR ACCOUNT BALANCE EXCEEDED THE ESTABLISHED CREDIT LIMIT ON 01/15/00

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
\$3,130.75	\$2,442.50	\$0.00	\$137.15	\$80.00	\$5,630.50

PERIODIC RATE MAY VARY

FINANCE CHARGE SUMMARY	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE
Purchases	\$3,117.11	.06367%	23.24%	\$57.55
Cash Advances	2.00	.06367%	23.24%	\$0.00
EFFECTIVE ANNUAL PERCENTAGE RATE	29.53%	TOTAL PERIODIC FINANCE CHARGE		\$57.55

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances. The Effective APR represents your total finance charges including transaction fees such as cash advance and balance transfer fees expressed as a percentage.
* Cash Advance Credit Line is a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.

First USA Bank, N. A.
Member FDIC

GE REWARDS SUMMARY

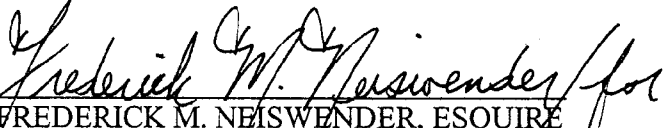
PREVIOUS REBATE BALANCE	+ REBATES EARNED THIS STATEMENT	+ REBATE ADJUSTMENTS	TOTAL REBATES EARNED	TOTAL REBATES PAID THIS STATEMENT
\$78.00	\$0.14	\$0.00	\$18.14	\$0.00


Thank you for continuing to use your GE Credit Card. We value the relationship we have built with you and your continued business is important to us.

VERIFICATION

FREDERICK M. NEISWENDER, ESQUIRE hereby states that he is Counsel for the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct upon opinion and belief based on information provided to him by the Plaintiff, ROBERT LYNN. The undersigned is verifying this Complaint on behalf of the Plaintiff, ROBERT LYNN as per the Pennsylvania Rules of Civil Procedure due to the fact that the Plaintiff resides outside the Commonwealth and time constraints do not permit his verification of this Complaint. Both the Plaintiff and the undersigned understand the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: Aug. 23, 2000


FREDERICK M. NEISWENDER, ESQUIRE
COUNSEL FOR PLAINTIFF



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION - LAW)

ROBERT LYNN,

Plaintiff,

vs.

SCOTT BAUN and SHARON BAUN,
Husband and Wife,

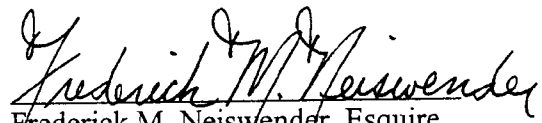
Defendants.

No. 00 - 912 - C.D.

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Complaint was made upon Scott Baun and Sharon Baun, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Richard H. Milgrub, Esquire, on August 23, 2000, at the following address:

Richard H. Milgrub, Esquire
211 North Second Street
Clearfield, Pennsylvania 16830


Frederick M. Neiswender, Esquire
Counsel for Plaintiff
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

FILED

OCTOBER 29, 2004

OCT 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-912-CD
Robert Lynn vs. Scott Baun

Dear Frederick M. Neiswender, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

David S. Meholick
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

OCTOBER 29, 2004

RE: 00-912-CD
Robert Lynn vs. Scott Baun

Dear Richard H. Milgrub, Esquire:

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in dark ink, appearing to read "David S. Meholick", written over a faint, circular official stamp.

David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Robert Lynn

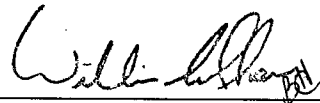
Vs.

00-912-CD

Scott Baun et al

Termination of Inactive Case

This case is hereby terminated with prejudice
this 21st day of January, 2005, as per Rule 230.2



William A. Shaw
Prothonotary

FILED
JAN 21 2005
William A. Shaw
Prothonotary/Clerk of Courts