

00-1003-CD

GROZINGER EQUIPMENT INC. -vs- DUBOIS FOREST PRODUCTS, INC.

①
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CV
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

AUG 16 2000

William A. Shaw

Prothonotary *pp*

80-

*I CERT TO
SURE*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO.
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

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 upon you, 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
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation having offices at Rosely Road, St. Marys, PA 15057.
2. Defendant is a corporation having its offices or place of business at 370 Treasure Lake, Dubois, Clearfield County, Pennsylvania 15801.

COUNT ONE

3. On or about August 27, 1999 and at various times thereafter, at the request of Defendant, Plaintiff rented to Defendant certain goods, wares, merchandise and/or services, as is more specifically shown by Plaintiff's Rental Agreement true and correct copies of which are attached hereto marked Exhibit "A", and made a part hereof.

4. Defendant received and accepted the aforementioned goods, wares, merchandise and/or services.

5. The prices charged by Plaintiff were the fair, reasonable and market prices that prevailed at the time(s) of the transaction(s).

6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.

7. The agreement of open account between the parties arose from words, course of dealing, and the aforementioned document(s).

8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said agreement have occurred.

9. Plaintiff avers that the balance due amounts to \$3,929.25, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit(s) "B" and made a part hereof.

10. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from February 28, 2000.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment on Count One of this Complaint, against Defendant in the amount of \$3,929.25, with appropriate additional interest from February 28, 2000, attorney's fees and costs.

COUNT TWO

ACCOUNT STATED

12. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

13. Plaintiff avers that it sent the Defendant a Statement of Account accurately reflecting the running balance due, and that Defendant received the Statement of Account.

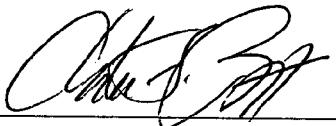
14. Plaintiff avers that the balance due, as contained in said Statement, amounts to \$3,929.25.

15. Defendant has admitted, by words or by failing to dispute Plaintiff's computation, that the amount reflected in Plaintiff's Statement of Account is the correct amount due and owing to Plaintiff.

16. Although repeatedly requested to do so by Plaintiff, Defendant has not paid Plaintiff said amount.

WHEREFORE, Plaintiff demands Judgment on Count Two of this Complaint against Defendants in the amount of \$3,929.25, with appropriate additional interest from February 28, 2000, attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

EQUIPMENT RENTAL AGREEMENT

FOR OFFICE USE

LESSOR NAME
Dubois Forest Products Inc.

STREET ADDRESS

370 Treasure Lake

CITY

Dubois

STATE

Pa 15801

ZIP CODE

TELEPHONE

Area Code (814) 375-7111 590-5851

NAME OF CONTACT

Kathy Conrad - Kiehacker

PURCHASE ORDER NO.

EQUIPMENT
WILL BE
USED AT:

(County) Jefferson (City) Pa (State)

DATE

8/27/99

GOVT. BID NUMBER

DEALER ACCOUNT NUMBER

LESSOR NAME & ADDRESS

*Grotzinger Equip Inc
Rosely Rd**St Marys Pa 15857*LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS
LOCATION WITHOUT WRITTEN PERMISSION FROM LESSOR.

Rental are Payable in Advance of Use of Equipment

RENTAL TERM	RENTAL IS:	Hour	Day	Week	Month	MINIMUM RENTAL GUARANTEED BY LESSEE	ADDITIONAL CHARGES (Specify)
Begin Date: <i>8/27/99</i>	End Date: <i>8/27/99</i>	\$ 1950	Per: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>250 Track.</i>

DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
1	544C	Wheel Loader	504515	4840	31,500
		Log Lumber Forks	refed	1-27-00	—
		Billed 8/20/60 - 8-27 to 10-29 - 220-88	1-27-00		
		Billed 8/20/791 - 10-27-88 - 80-278-1123-58			
		6-11-00 - 27-86 11-12-97 to 12-1-99			
					TOTAL PRESENT VALUE ▶ <i>31,500</i>

PURCHASER TYPE (check one)

Non-governmental
 S Small Fleet (less than 10)
 M Medium Fleet (10-24)
 L Large Fleet (25-74)
 V Very Large Fleet (75+)

Fleet Size = number of self propelled, off-road, construction machines in the customer's fleet (owned, leased or rented for 3 months or longer)

Governmental
 2 Federal Govt.
 3 State/Province
 4 County
 5 City/Town/Village
 6 Armed Forces

MANUFACTURER (check one)

Agriculture
 17 General Utility
 13 Livestock/Feed/Dairy
 15 How Crop/Small Grain
 16 Specialty Crop

Building (above ground structures)
 42 Non-residential
 41 Residential
 47 Demolition

Earthmoving (site prep/landfill)
 40 Non-residential
 39 Residential
 12 Land Improvement

Environmental Cleanup
 78

Category

Horticulture
 24 Log Loading & Handling
 22 Reforestation/Site Preparation
 23 Road Building & Maintenance
 93 Landscaping

Landfill/Refuse
 84 Material Handling

Asphalt/Concrete Prod
 75 Brick, Clay, Stone, Glass
 85 Chemical Plant
 61 Manufacturing & Ind. Use
 58 Port/Sieve/Bulk Hdg
 76 Sand & Gravel/Stone
 86 Steel Mill

Mining & Quarrying

24 Coal Mining
 31 Metallic Mining
 36 Stone/Aggregate

Recycling

80 Independent Rental Company
 90 John Deere Dealer owned/controlled Rental Company
 97 John Deere Dealership

Rental & Lease Companies
 71 Airports
 94 Golf Courses
 92 Highway Mowing
 95 Light Duty Maintenance
 35 Oil Field
 87 Parks
 74 Railroads
 79 Cemeteries

Other

Lessor hereby leases to Lessee the equipment identified above ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above, subject to the provisions of Paragraph 4 on the reverse side hereof. The Equipment will be transported to and from Lessor's place of business during the rental term at Lessee's expense. Lessee also agrees to pay any additional charges noted above upon or before receiving the Equipment from the Lessor.

It is contemplated that the Equipment will be operated for not more than:

NO. OF HOURS IN ANY ONE DAY	NO. OF HOURS IN ANY ONE WEEK	NO. OF HOURS IN ANY ONE MONTH
<i>8</i>	<i>40</i>	<i>160</i>

Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours of use will be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If an hour meter is furnished, (1) Lessee agrees to keep it connected to the Equipment and in good working condition at all times, and (2) it will be used as the conclusive measure of the number of hours of operation.

If Lessee fails to return the Equipment by the end of the rental term, Lessee will pay additional rental, prorated at one and one-half times the normal rental, for each day that the Equipment remains unreturned.

Lessee assumes all risks and liability for and agrees to hold Lessor and its assigns harmless from all personal injuries and deaths, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT	AGGREGATE LIMIT

Lessee agrees to furnish a certificate of insurance to Lessor's satisfaction evidencing Lessee's compliance with the foregoing requirement and name the Lessor as an additional insured on the Lessee's general liability policy upon demand by Lessor.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me.

✓ Keith A. Laird

SIGNATURE

DATE

LESSOR (Dealer) — The equipment rented hereunder was set up, inspected and, if new, adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.

J.M. Cateous

SIGNATURE

DATE

EXHIBIT A

Statement



GROTZINGER EQUIPMENT, INC.

Rosely Road
St. Marys, PA 15857
(814) 834-2065 Fax

(814) 834-2065 Fax (814) 781-3932

CUST NO: 3034

DUBOIS FOREST PRODUCTS
370 TREASURE LAKE

DUBOIS PA 15801

STATEMENT DATE

MO. Day Yr.

AMOUNT ENCLOSED

Return this copy with your remittance. Enter amount enclosed at right. ➔

Place a check mark by those invoices being paid and return this copy of statement with remittance.

GROTZINGER EQUIPMENT, INC. • Rosely Road • St. Marys, PA 15857
VISIT OUR NEW WEB SITE www.grotzingerequipment.com

All accounts payable under this invoice are due within 30 days of the date of this invoice. A late charge of 1-1/2% per month, 18% ANNUAL RATE, shall be payable on the balance of this invoice that is not paid when due. A minimum charge of \$50 per month.

Past Due - Please Remit



EXHIBIT B

38461

AFFIDAVIT

I, John Grotzinger, of
Grotzinger Equip. Inc., Plaintiff
herein, verify that the statements of fact contained in the foregoing Complaint
are true and correct. I understand that false statements herein are made
subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification
to authorities.

7/31/05
Date

John Grotzinger
Affiant

President
Title

Rosely Road
Address

St. Marys, Pa. 15857
City, State and Zip

CHARLES F. BENNETT

(2)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

00-1003-CD

VS

DUBOIS FOREST PRODUCTS, INC.

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 5, 2000 AT 9:44 AM DST SERVED THE WITHIN
COMPLAINT ON DUBOIS FOREST PRODUCTS INC., DEFENDANT AT
RESIDENCE 370 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO KEITH CONRAD, VICE PRESIDENT A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCINTOSH/COUDRIET

38.09 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18th DAY OF Sep. 2000
Willie

SO ANSWERS,

Chester A. Hawkins
by Maudie H. Hays

CHESTER A. HAWKINS
SHERIFF

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

SFP 18 2000

4:00 PM

William A. Shaw
Prothonotary

EDS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

11b
-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

**PRAECLPICE FOR DEFAULT
JUDGMENT**

Defendant(s)

CODE -
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

OCT 30 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

DuBois Forest Products, Inc.
370 Treasure Lake
Dubois, PA 15801

Date of Notice: October 18, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

APPLE AND APPLE, P.C.

By:


James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED Atty Apple
dct 35320 20.00
William A. Shaw Notice to
Prothonotary Def
Statement to
Com. P155

10/25/00

COPY

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

GROTZINGER EQUIPMENT INC.

**NO. 00-1003-CD
IN CIVIL ACTION**

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on October 30, 2000.

Assumpsit Judgment in the amount of \$4,502.81, plus costs.

Trespass Judgment in the amount of \$_____.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment Court Order

Non-Pros

Confession

Default

Verdict

Arbitration Award

Other

Dubois Forest Products, Inc.

370 Treasure Lake

Dubois, PA 15801

PROTHONOTARY

By: _____
Prothonotary (or Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Grotzinger Equipment Inc.
Plaintiff(s)

Docket: 282

No.: 2000-01003-CD

Real Debt: \$4,502.81

Atty's Comm:

Vs.

Costs: \$

Int. From:

DuBois Forest Products, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 30, 2000

Expires: October 30, 2005

Certified from the record this 30th day of October, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

**NO. 00-1003-CD
IN CIVIL ACTION**

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

**PRAECIPE FOR WRIT
OF EXECUTION**

Defendant(s)

**CODE -
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

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Firm No. 719
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Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

JAN 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

- (1) directed to the Sheriff of CLEARFIELD County;
- (2) against Defendant(s) DUBOIS FOREST PRODUCTS, INC.
- (3) against Garnishee(s)
- (4) Judgment: \$ 4502.81

Interest from October 25, 2000 to January 25, 2001
on 4502.81

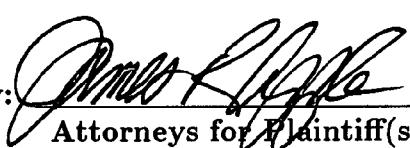
Amount of Interest	\$	66.61
Payments	\$	
SUBTOTAL:	\$	<u>4569.42</u>

Costs (to be added by Prothonotary): \$ 40.00

APPLE AND APPLE, P.C.

Dated: JAN 24 2001

By:


Attorneys for Plaintiff(s)

LED

JAN 30 2001

M. L. Shaw writes them
William A. Shaw
Prothonotary

Att. Apple pd

RE 820.00

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

COPY

Grotzinger Equipment Inc.,

Vs.

NO.: 2000-01003-CD

DuBois Forest Products, Inc.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due GROTZINGER EQUIPMENT INC., Plaintiff(s) from DUBOIS FOREST PRODUCTS, INC., , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are 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;

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

AMOUNT DUE \$4,569.42 PAID \$40.00

INTEREST From October 25, 2000 to January 25, 2001 on SHERIFF \$

\$4,502.81 - Amount of interest \$66.61

PROTH. COSTS \$

OTHER COSTS \$

ATTY'S COMM \$

DATE 01/30/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esquire

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

PRAECIPE TO REISSUE
WRIT OF EXECUTION

Defendant(s)

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

OCT 1 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

PRAECIPE TO REISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly reissue the Writ of Execution in the above-captioned matter...

- (1) directed to the Sheriff of **CLEARFIELD** County;
- (2) against Defendant(s) ;
- (3) against Garnishee(s) ;
- (4) Judgment: **\$4569.42**

Interest from **October 25, 2000** to **September 25, 2001** on **4569.42**

Amount of Interest	\$247.87
Payments	<u>\$1000.00</u>
SUBTOTAL:	\$3817.29

Costs (to be added by Prothonotary): \$ 47.00

Dated: 12 Oct '01

APPLE AND APPLE, P.C.

By: Jill E. Dusman

Attorneys for Plaintiff(s)

FILED

OCT 1 2001

6 Apple pd \$7.00
McGraw-Hill
William A. Shaw
Prothonotary

6

6 Writs Sheriff

COPY

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Grotzinger Equipment Inc.,

Vs.

NO.: 2000-01003-CD

DuBois Forest Products, Inc.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due GROTZINGER EQUIPMENT INC., Plaintiff(s) from DUBOIS FOREST PRODUCTS, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are 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;

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

AMOUNT DUE \$4,569.42	PAID \$40.00
INTEREST From October 25, 2000 to January 25, 2001 on	SHERIFF \$
\$4,502.81 - Amount of interest \$66.61	
PROTH. COSTS \$	OTHER COSTS \$
ATTY'S COMM \$	
DATE 01/30/2001	



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esquire

Sheriff

10-16-01 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

Date: 12/21/2001

Time: 10:26 AM

Page 1 of 1

Clearfield County Court of Common Pleas

Complete Case History

2000-01003-CD

User: JKENDRICK

Grotzinger Equipment Inc. vs. DuBois Forest Products, Inc.

Filed: 10/30/2000

Subtype: Civil Other

Physical File: Y Appealed: N

Comment:

Payments	Receipt	Date	Type	Amount
Apple, James R. (attorney for G	1832925	10/16/2001	Civil Filing	7.00
Bennett, Charles F. (attorney for	50235	10/30/2000	Civil Filing	20.00
James R. Apple, Esquire	1817330	01/30/2001	Civil Filing	20.00
			Total	47.00

I hereby certify this to be a true and attested copy of the original statement filed in this case.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

PRAECIPE FOR WRIT
OF EXECUTION

Defendant(s)

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

FILED

JAN 08 2002

William A. Shaw
Prothonotary

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GROTZINGER EQUIPMENT INC.

NO. 00-1003-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

DUBOIS FOREST PRODUCTS, INC.

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

- (1) directed to the Sheriff of CLEARFIELD County;
- (2) against Defendant(s) DUBOIS FOREST PRODUCTS, INC.
- (3) against Garnishee(s)
- (4) Judgment: **\$4569.42**

Interest from October 25, 2000 to September 25, 2001 on declining balance

Amount of Interest	\$247.87
Payments	<u>\$1000.00</u>
SUBTOTAL:	\$3817.29

Costs (to be added by Prothonotary): \$ 67.00

APPLE AND APPLE, P.C.

Dated: 12 Dec 01

By: Jal E. Musman
Attorneys for Plaintiff(s)

FILED

JAN 08 2002

Minniso 1/4th Appk DC
William A. Shaw \$20.00
Prothonotary
6 Writs Sheriff

6/11/02

6 Writs Sheriff

COPY

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Grotzinger Equipment Inc.,

Vs.

NO.: 2000-01003-CD

DuBois Forest Products, Inc.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due GROTZINGER EQUIPMENT INC., Plaintiff(s) from DUBOIS FOREST PRODUCTS, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are 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;

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

AMOUNT DUE: \$3,817.29

PAID: \$67.00

INTEREST: \$247.87

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 01/08/2002

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esquire
4650 Baum Boulevard
Pittsburgh, PA 15213

Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Grotzinger Equipment Inc.,

Vs.

NO.: 2000-01003-CD

DuBois Forest Products, Inc.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due GROTZINGER EQUIPMENT INC., Plaintiff(s) from DUBOIS FOREST PRODUCTS, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are 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;

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

AMOUNT DUE: \$3,817.29

PAID: \$67.00

INTEREST: \$247.87

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

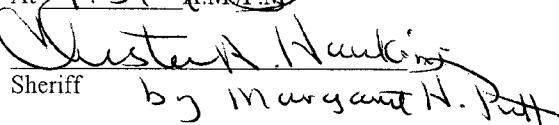
DATE: 01/08/2002



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 8th day
of January A.D. 2002

At 1:51 A.M./P.M.


Sheriff by Margaret H. Pitt

Requesting Party: James R. Apple, Esquire
4650 Baum Boulevard
Pittsburgh, PA 15213

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11664

GROTZINGER EQUIPMENT, INC.

00-1003-CD

VS.

DUBOIS FOREST PRODUCTS, INC.

WRIT OF EXECUTION

PERSONAL PROPERTY

SHERIFF RETURNS

NOW, FEBRUARY 6, 2002, DEPUTY LEFT A NOTE FOR DEFENDANT TO CONTACT THIS OFFICE AS WE HAVE LEGAL PAPERS FOR HIM.

NOW, FEBRUARY 7, 2002, MR. CONRAD CALLED THIS OFFICE AND SPOKE WITH CHIEF DEPUTY GRASSO. MR. CONRAD STATED THAT DUBOIS FOREST PRODUCTS, INC., HAS BEEN INACTIVE SINCE NOVEMBER OF 2000, HE WAS TOLD TOSEND A LETTER TO THIS OFFICE EXPLAINING THIS.

NOW, FEBRUARY 21, 2002, RECEIVED A LETTER FROM KEITH A. CONRAD AND PATRICIA D. CONRAD, STATING THE DUBOIS FOREST PRODUCTS, INC. HAS BEEN INACTIVE SINCE NOVEMBER OF 2000 AND NO ASSETS EXIST.

NOW, FEBRUARY 22, 2002, RETURN WRIT AS NO LEVY TAKEN, DUBOIS FOREST PRODUCTS, INC., DEFENDANT, IS AN INACTIVE COMPANY AND HAS NO ASSEST. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$108.21

SURCHARGE \$ 20.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11664

GROTZINGER EQUIPMENT, INC.

00-1003-CD

VS.

DUBOIS FOREST PRODUCTS, INC.

WRIT OF EXECUTION

PERSONAL PROPERTY

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

2nd Day Of February, 2002

William Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

Chester Hawkins
by Margaret N. Pratt
Chester A. Hawkins
Sheriff

FILED

FEB 22 2002

01355

William A. Shaw
Prothonotary

February 16, 2002

Keith A. Conrad
370 Treasure Lake
DuBois, PA 15801

To Whom It May Concern:

DuBois Forest Products, Inc. has been inactive since November of 2000 and no assets exist. All property at 370 Treasure Lake Section 10 Lot 61 are the marital assets of Keith A. and Patricia D. Conrad.

Sincerely,

Keith A. Conrad

Keith A. Conrad

Patricia D. Conrad

Patricia D. Conrad

copy

Personal Property Sale

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

00-1003-CD BARNARD

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of _____ 2001, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	12.35
LEVY	20.00
MILEAGE	12.35
POSTING	9.00
HANDBILLS	10.00
COMMISSION	9.00
UNABLE TO LEVY (\$9.00)	9.00
POSTAGE	1.36
ADD'L SERVICE	9.00
ADD'L MILEAGE - DEPUTIZE	37.69
ADD'L POSTING	
COPIES/BILLING	15.00
BID	
RETURN OF INTERROGATORIES	15.00
PHONE CALLS	
TOTAL SHERIFF COSTS	\$ 108.21

DEBT & INTEREST:

DEBT	\$ 3,817.29
INTEREST	247.87
TOTAL DEBT & INTEREST	\$ 4,065.16
 COSTS:	
ATTORNEY PAID	\$
ATTORNEY FEES	
COSTS TO PROTHONOTARY	\$ 67.00
SHERIFF'S COSTS	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
COSTS	\$
TOTAL COSTS	\$ 108.21
TOTAL DEBT AND COSTS	\$

Commission 2% on the first \$100,000.00 and 1/2% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

COPY

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Grotzinger Equipment Inc.,

Vs.

NO.: 2000-01003-CD

DuBois Forest Products, Inc.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due GROTZINGER EQUIPMENT INC., , Plaintiff(s) from DUBOIS FOREST PRODUCTS, INC., , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are 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;

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

AMOUNT DUE \$4,569.42 PAID \$40.00

INTEREST From October 25, 2000 to January 25, 2001 on SHERIFF \$

\$4,502.81 - Amount of interest \$66.61

PROTH. COSTS \$

OTHER COSTS \$

ATTY'S COMM \$

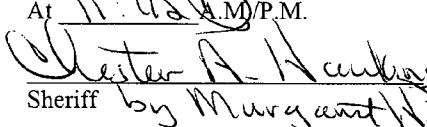
DATE 01/30/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 30th day
of January A.D. 2001
At 11:45 A.M./P.M.

Requesting Party: James R. Apple, Esquire


Walter A. Hawley
Sheriff by Margaret N. Putt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10663

GROTZINGER EQUIPMENT, INC.

00-1003-CD

VS.

DUBOIS FOREST PRODUCTS, INC.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, MARCH 8, 2001, A LEVY WAS TAKEN ON PROPERTY OF THE DEFENDANT.

NOW, MARCH 8, 2001, AT 9:10 AM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON KEITH CONRAD, PERSON IN CHARGE OF DUBOIS FOREST PRODUCTS, INC., DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 370 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO KEITH CONRAD, PERSON IN CHARGE OF DUBOIS FOREST PRODUCTS, INC., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00 AM.

NOW, MARCH 19, 2001, AT 1:41 PM O'CLOCK POSTED PROPERTY OF THE DEFENDANT WITH NOTICE OF SALE.

NOW, MARCH 20, 2001, RECEIVED FAX FROM JAMES APPLE, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE POSTPONED AS PAYMENT ARRANGEMENTS HAVE BEEN REACHED.

NOW, MAY 1, 2001, RECEIVED FAX FROM JAMES APPLE, ATTORNEY FOR THE PLAINTIFF THAT A NEW SALE DATE IS TO BE SET FOR FRIDAY, MAY 18, 2001, AT 10:00 AM.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10663

GROTZINGER EQUIPMENT, INC.

00-1003-CD

VS.

DUBOIS FOREST PRODUCTS, INC.

WRIT OF EXECUTION

PERSONAL PROPERTY

SHERIFF RETURNS

A NEW SALE DATE IS SET FOR FRIDAY, MAY 18, 2001, AT 10:00 AM.

NOW, MAY 17, 2001, RECEIVED A PHONE CALL FROM JAMES APPLE,
ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE ON HOLD, WILL
CALL INSTRUCTIONS.

NOW, APRIL 17, 2002, RETURN WRIT AS NO SALE HELD - TIME EXPIRED.
PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE
TO THE ATTORNEY.

SHERIFF HAWKINS \$85.00
SURCHARGE \$20.00
PAID BY ATTORNEY

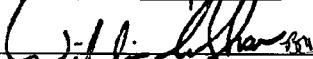
FILED

013-39-84
APR 17 2002

William A. Shaw
Prothonotary

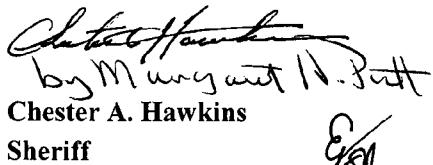
Sworn to Before Me This

17th Day Of April 2002



Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


by Murray and H. Pitt
Chester A. Hawkins
Sheriff



APPLE and APPLE P.C. *Attorneys at Law*
4650 BAUM BOULEVARD - PITTSBURGH, PA 15213-1237

TEL: 412-682-1466
FAX: 412-682-3138

Licensed to practice in Pennsylvania only
JAMES R. APPLE

MARVIN J. APPLE, OF COUNSEL

CHARLES F. BENNETT
JOEL E. HAUSMAN

March 20, 2001

Chester A. Hawkins, Sheriff
Office of the Sheriff
Clearfield County
Clearfield, PA 16830

Re: Grotzinger Equipment Inc.
vs: Du Bois Forest Products, Inc.
AAfile: 38461
Case Number: 00-1003-CD

Dear Sir:

Please postpone the Sheriff sale set for April 6, 2001, regarding the above captioned matter. We have reached a monthly payment arrangement with the defendant.

If you have any questions, please contact our office at your earliest convenience. Thank you for your assistance in this matter.

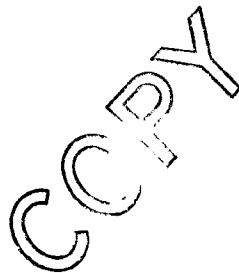
Very truly yours,

APPLE AND APPLE, P.C.



James R. Apple

JRA/jll



TOTAL P.01

APPLE and APPLE P.C. Attorneys at Law
 4650 BAUM BOULEVARD - PITTSBURGH, PA 15213-1237

TEL: 412-682-1466

FAX: 412-682-3138

TOLL-FREE: 800-477-2775

MARVIN J. APPLE
 JAMES R. APPLE

CHARLES F. BENNETT
 JAMES S. ALTER
 JOEL B. HAUSMAN
 MARYLOUISE WAGNER

FACSIMILE MESSAGE

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THIS INFORMATION MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH, IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (412-682-1466), SO WE CAN ARRANGE FOR RETURN OF THE ORIGINAL MESSAGE TO US AT OUR EXPENSE. THANK YOU.

FAX NO: 814-765-5915 DATE: May 1, 2001

NUMBER OF PAGES (INCLUDING COVER PAGE): 1

AN ORIGINAL AND/OR COPY WILL () WILL NOT (X) BE SENT.

APPLE AND APPLE, P.C. FAX NO. (412) 682-3138

TO COMPANY: Sheriff of Clearfield Co.
 ATTN: Peggy
 FROM: LesMarie
 SUBJECT: Reset Sheriff's Sale on 00-1003-CD: Grotzinger Equip. vs
 Du Bois Forest Products

MESSAGE: Please reset the formentioned sale for May 18, 2001 at 10:00 as the debtor has defaulted in payments.

If you have any questions, please contact our office at your earliest convenience. Thank you for your assistance in this matter.

CDY

IF THERE ARE ANY PAGES MISSING OR YOU NEED FURTHER INFORMATION, PLEASE CONTACT US AT (412) 682-1466

Personal Property Sale

Personal Property Sale

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

DUBOIS 00-1003-CD

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of _____ 2001, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	9.88
LEVY	20.00
MILEAGE	9.88
POSTING	9.00
HANDBILLS	9.00
COMMISSION	
UNABLE TO LEVY	
POSTAGE	1.36
ADD'L SERVICE	9.88
ADD'L MILEAGE	9.88
ADD'L POSTING	9.00
COPIES	10.00
BID <i>Phase null, 11</i>	
RETURN OF INTERROGATORIES	

TOTAL SHERIFF COSTS \$ 115.00

DEBT & INTEREST:

DEBT	\$ 4,569.42
INTEREST FROM 10-25-00 TO 1-25-01	66.61
TOTAL DEBT & INTEREST	\$
COSTS:	
ATTORNEY PAID	\$
ATTORNEY FEES	
COSTS TO PROTHONOTARY	\$ 40.00
SHERIFF'S COSTS	
REFUND OF ADVANCE	115.00
REFUND OF SURCHARGE	
TOTAL COSTS	\$ 115.00

Commission 2% on the first \$100,000.00 and 1/2% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

COPY