

01-342-CD
BENCO DENTAL SUPPLY COMPANY et al -vs- CLEARFIELD DENTAL ARTS,
LTD

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,

Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,

Defendant

:
: No. 01-342-CO
:
: Type of Pleading: Complaint
:
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record:
: Robert A. Mix, Esq.
: Lee, Martin, Green & Reiter, Inc.
: I.D. #16164
: 115 E. High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED

MAR 09 2001

William A. Shaw
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No.
vs.
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
vs.

NOTICE

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.

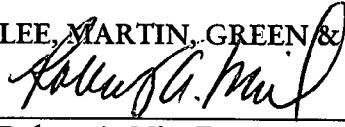
Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

LEE, MARTIN, GREEN & REITER, INC.

By:



Robert A. Mix, Esq.
I.D. #16164
Attorney for Plaintiffs
115 E. High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,
Plaintiffs
vs.
CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,
Defendant

COMPLAINT

NOW COME Plaintiffs Benco Dental Supply Company and Milford Holding Company by their attorneys, Lee, Martin, Green & Reiter, Inc., and respectfully represent:

1. Plaintiffs are:

- (a) Benco Dental Supply Company (hereinafter Benco), a Pennsylvania corporation with a place of business located at 11 Bear Creek Boulevard, Wilkes-Barre, PA 18773. Plaintiff trades and does business under the fictitious name Benco Dental Company.
- (b) Milford Holding Company (hereinafter Milford), a Florida corporation with a place of business located at 12 East Coronado, 3400 South Ocean Boulevard, Highland Beach, FL 33487.

2. Defendant is Clearfield Dental Arts, Ltd. (hereinafter Dental Arts), a Pennsylvania corporation with a place of business located at 508 Krebbs Avenue, Clearfield, PA 16830. Defendant trades and does business as under the fictitious name Beres & Hughes Dental Laboratory.

3. At all times relevant to this civil action, Benco and Milford were engaged in the business of selling dental supplies.

4. At all times relevant to this action, Dental Arts was engaged in the business of preparing and fabricating dental prostheses.

COUNT I
BENCO AND MILFORD V. DENTAL ARTS

5. On or about July 16, 1998, Dental Arts submitted an application to CoreStates Bank, N.A. for a loan, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A."
6. On or about August 3, 1998, CoreStates Bank, N.A. made a loan to Dental Arts in the amount of \$18,000.00 on the terms and conditions set forth in the Promissory Note, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A."
7. Dental Arts defaulted under the loan and Promissory Note by failing to make the required monthly installment payments when due.
8. On or about May 6, 1999, First Union National Bank, successor to CoreStates Bank, N.A. assigned its right, title and interest in said loan and Promissory Note to Benco and Milford.
9. On or about May 6, 1998, the outstanding balance due and owing from Dental Arts to First Union National Bank was \$15,941.11.
10. Pursuant to the Promissory Note, Dental Arts agreed to pay interest on the outstanding principal balance at the rate of 9.5% per annum.
11. Pursuant to the Promissory Note, Dental Arts agreed to pay a late charge of 5% of the required monthly installment payment if not paid within ten (10) days after it was due.
12. Pursuant to the Promissory Note, Dental Arts agreed to pay reasonable attorney's fees and expenses incurred in enforcing its obligations thereunder.
13. Despite a demand therefor, Dental Arts has failed to pay Benco and Milford the outstanding principal balance of \$12,761.27, plus interest and late fees due under the Promissory Note.

WHEREFORE, Benco and Milford demand judgment in their favor and against Dental Arts in the amount of \$12,761.27, plus pre-judgment interest, late charges, attorneys' fees and costs.

COUNT II
BENCO V. DENTAL ARTS

14. Commencing August 28, 1998 and ending October 30, 1998, Benco sold and delivered to Dental Arts goods of the description, at the price and on the terms set forth more specifically in the invoices attached hereto, incorporated herein and marked collectively as Exhibit "B."

15. Defendant received delivery of and accepted said goods.

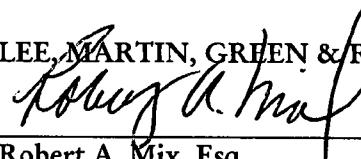
16. The principal balance of \$930.92 is presently due and owing Benco from Dental Arts as a result of its purchase of said goods, as set forth more specifically in the statement of account, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "C."

17. Despite a demand therefor, Dental Arts has failed and refused to pay said sum to Benco.

WHEREFORE, Benco demands judgment in its favor and against Dental Arts in the amount of \$930.92, plus pre-judgment interest, plus costs.

By:

LEE, MARTIN, GREEN & REITER, INC.


Robert A. Mix, Esq.

I.D. #16164

Attorney for Plaintiffs
115 E. High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
	Plaintiffs
	: No.
vs.	:
	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
	Defendant
	:

VERIFICATION

Mark Weber states that his is a representative of Benco Dental Supply Company, that he is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Mark Weber

Nov-29-00 10:27

From-FIRST UNION NATIONAL BANK

46104392931

T-102 P.39/35 F-020

Fixed or variable rate basis in effect before maturity (as indicated above).

LATE CHARGE: If a payment is made more than 10 days after it is due, Debtor agrees to pay a late charge of

PAYMENTS: Debtor agrees to pay this note in 24 payments. The first payment will be in the amount of \$ \$ 826.46 and will be due September 3, 1998. A payment of \$ \$ 826.46 will be due on the 3rd day of each month thereafter. The final payment of the entireunpaid balance of principal and interest will be due 8-3-2000.

CONFESSION OF JUDGMENT: By signing below, Debtor agrees to the paragraph on page 2 confessing judgment.

PURPOSE: The purpose of this loan is Business Related:

Dental Supplies

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year above written and has hereunto set Debtor's hand and seal.

INDIVIDUAL DEBTOR(S) SIGN BELOW

 (SEAL)
 Name Mark B. Wagner
 (SEAL)
 Name Scott Baun
 (SEAL)
 Name _____
 (SEAL)
 Name _____

CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY DEBTOR

B & R'S & HUGHES DENTAL LAB (SEAL)

Name of Corporation, Partnership or Limited Liability Company

Mark B. Wagner President (SEAL)

By Name and Title
Scott Baun (SEAL)

By Name and Title

Attest: Name and Title

(CORPORATE SEAL)

KODAK 1000

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereto, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including encumbrances, fixtures and generalty property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of offset and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any business or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Obligor to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of offset, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such need may be exercised upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the maturity of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or removal of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), security and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s) and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or contemporaneously with, or to be executed subsequently to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, within demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts in full, or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any Obligor's property which remains unexecuted for (120) days; (4) the levying of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, uncontroverted opinion of Lender is materially adverse; (6) the sale of all substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation, partnership, or limited liability company without the express prior written consent of Lender; (7) the death, incapacitation or adjudication of legal incompetency of any Obligor who is a natural person; (8) if any representation or guarantee furnished to Lender by any Obligor at any time in connection with any of the Liabilities, and in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then an amount of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amount of the principal installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or construction purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall collectively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) close this Note as of the date when the last evidenced hereby was made; (2) complete any blank spaces concerning the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

ADDITIONAL INFORMATION: Debtor hereby unconditionally grants, authorizes and releases all actions, defenses and counterclaims in any proceeding instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorneys fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or other from time to time as the Prime Rate, Bank Prime, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest herein shall become effective on the days on which such reference rate changes or the Federal Reserve Bank announces changes in its Discount Rate, as

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere in the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has otherwise judgment against Debtor therefor.

(2) pursuant to the Uniform Arbitration Act, or any similar state law, or any other law, to arbitrate judgment against Debtor therefor.

(3)不行使 Debtor's right of setoff and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights, and notwithstanding any security agreement, pledge agreement, assignment, mortgage, power, the like or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not exclusive. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incurred in any of the foregoing), and second, in such order, as Lender may, in its sole discretion, direct to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives any defense any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshaling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner the Lender may determine.

(4) Upon the (3) days written notice to Debtor, begin sounding interest. In addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

(5) Set or assign this note.

CONVICTION OR JUDGMENT. DEBTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY AT LAW OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST YOU FOR SUCH SUMS AS ARE DUE AND OWING ON THIS NOTE WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT ADDED FOR REASONABLE COLLECTION FEES NOT TO EXCEED THE AMOUNT OF FIFTEEN PERCENT (15%) OF THE PRINCIPAL AMOUNT OF SUCH JUDGMENT OR \$5,000. IF A COPY OF THIS AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF THE BANK, SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS NOTE. THE AUTHORITY GRANTED HEREIN SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED BY THE BANK FROM TIME TO TIME UNTIL ALL SUMS PAYABLE BY YOU HAVE BEEN PAID IN FULL. THIS SHALL BE EXCLUDED FROM THE LIEN OF ANY JUDGMENT OBTAINED SOLELY PURSUANT TO THE PARAGRAPH ALL IMPROVED REAL ESTATE IN ANY AREA IDENTIFIED AS HAVING SPECIAL FLOOD HAZARDS UNDER REGULATIONS PROMULGATED UNDER THE FLOOD DISASTER PROTECTION ACT OF 1973, IF THE COMMUNITY IN WHICH SUCH AREA IS LOCATED IS PARTICIPATING IN THE NATIONAL FLOOD INSURANCE PROGRAM. ANY SUCH EXCLUSION SHALL NOT AFFECT ANY LIEN UPON PROPERTY NOT SO EXCLUDED. DEBTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE PROVISION OF THE PRECEDING PARAGRAPH INCLUDE A WAIVER OF IMPORTANT RIGHTS WHICH WOULD OTHERWISE BE AVAILABLE TO DEBTOR AND THAT BY SIGNING THIS NOTE: (1) DEBTOR IS AUTHORIZING THE BANK, WHETHER OR NOT DEBTOR IS IN DEFAULT, TO ENTER A JUDGMENT AGAINST DEBTOR AND IN FAVOR OF THE BANK, WHICH WILL GIVE THE BANK A LIEN UPON ANY REAL ESTATE WITH DEBTOR OWNED IN ANY COUNTY WHERE THE JUDGMENT IS ENTERED FOR ANY AMOUNTS WHICH ARE OR MAY BECOME DUE UNDER THIS NOTE; (2) DEBTOR IS GIVING UP THE RIGHT TO ANY NOTICE OR OPPORTUNITY FOR A HEARING BEFORE THE ENTRY OF JUDGMENT ON THE RECORDS OF THE COURT; (3) DEBTOR WILL BE UNABLE TO CONTEST THE VALIDITY OF ANY JUDGMENT ENTERED BY THE BANK UNDER THE PRECEDING PARAGRAPH UNLESS DEBTOR CHALLENGES ENTRY OF THE JUDGMENT THROUGH A PETITION TO OPEN OR STRIKE THE JUDGMENT, WHICH WILL REQUIRE DEBTOR TO RETAIN COUNSEL AT DEBTOR'S EXPENSE; (4) DEBTOR IS GIVING UP AN IMPORTANT RIGHT TO ANY NOTICE OR OPPORTUNITY FOR A HEARING BEFORE THE BANK MAY REQUEM AND USE THE POWER OF THE STATE GOVERNMENT TO DEPRIVE DEBTOR OF ITS PROPERTY PURSUANT TO THE JUDGMENT BY SHERIFF OR HAVING THE SHERIFF OR OTHER OFFICIAL SEIZE DEBTOR'S BANK ACCOUNTS, INVENTORY, EQUIPMENT, PLANT, FIXTURES, OR ANY PERSONAL PROPERTY THAT DEBTOR MAY OWN, TO SATISFY DEBTOR'S OBLIGATIONS UNDER THIS NOTE; AND (5) DEBTOR MAY IMMEDIATELY BEDEPRIVED OF THE USE OF ANY PROPERTY THAT IS SEIZED BY THE BANK PURSUANT TO THE JUDGMENT WITHOUT NOTICE OR HEARING AND THERE IS NO ASSURANCE THAT A HEARING WILL BE AVAILABLE TO DEBTOR PROMPTLY AFTER DEBTOR'S PROPERTY IS SEIZED. FULLY A DEBTOR KNOWINGLY AND VOLUNTARILY WAIVES THESE RIGHTS BY SIGNING THIS NOTE IN CONNECTION WITH THE FOREGOING, DEBTOR HAS EITHER CONSULTED DEBTOR'S LEGAL COUNSEL VOLUNTARILY OR CONSULTED NOT TO CONSULT LEGAL COUNSEL.

PAYOUTS: Any increase or decrease in the amount of interest due caused by early or late payments will reflect in the final installment, which will be modified accordingly.

ASSIGNMENT: The parties agree that Lender may, at anytime, and at its option, assign or sell this Promissory Note. Said sale or assignment shall be without notice to Debtor(s).

For value received, First Union Bank, formerly CoreStates Bank N.A. hereby: over, transfers, and assigns to Banco Dental Supply Company & Milford Holdings Company all of its rights, title and interest in and to this note without recourse together with all rights, re

Nov-29-00 10:27 From-FIRST UNION NATIONAL BANK

+6104382931

T-102 P.34/35 F-020

and incidents thereunto belonging.

5-6-99

William J. Wierzbowski

William J. Wierzbowski, Portfolio Mgr.

If your application for business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact the office listed on page 1, from which a statement of reasons can be obtained within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

Comptroller of the Currency
NE District Office
1114 Avenue of the Americas
Suite 3800
New York, NY 10018

MAR-30 00 05:44 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:17

PT NO. - INV1
 BENCO DENTAL CO.
 11 BEAR CREEK BLVD. P.O.BOX 1108
 WILKES-BARRE, PA 18773

07/13/98 4165930

1

DO NOT USE BERES & HUGHES DIL
 508 KREBS AVE
 CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.
 PROP: MARK S WAGNER
 508 KREBS AVE
 CLEARFIELD, PA 16830-2538

PROCESSOR: blombard WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

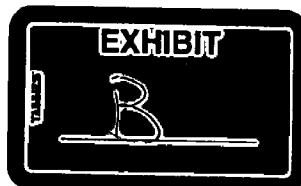
4165930 UPS

07/13/98 07/13/98

'2T31506	BIOFORM PORC ANTS	1.0	1.0	0.0	37.100	^	37.10
'2T35600	VF 20 DEG PORC POSTS	2.0	2.0	0.0	17.050	^	34.10
'2T66309	BIOFORM IPN ANTERIOR	5.0	5.0	0.0	25.800	^	129.00
'2T66809	BF IPN 20 DEG PLAS POSTS	8.0	8.0	0.0	13.000	^	104.00

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	304.20
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			304.20



MAR-30 00 05:44 FROM:COLLECTIONS DEPT.
PT NO. - INV1
BENCO DENTAL CO.
11 BEAR CREEK BLVD. P.O. BOX 1108
WILKES-BARRE, PA 18773

717*823*9750

TO:502 584 7843

PAGE:16

07/14/98 4168333

DO NOT USE BERES & HUGHES DTL
508 KREBS AVE
CLEARFIELD PA 16830-2538

1
BERES & HUGHES DENTAL LAB.
PROP: MARK S WAGNER
508 KREBS AVE
CLEARFIELD, PA 16830-2538

PROCESSOR: blombard WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4168333

UPS

07/14/98 07/14/98

'2T66907	BF IPN ANATOLINE PL POSTS	1.0	1.0	0.0	13.000	^	13.00
'2T66309	BIOFORM IPN ANTERIOR	1.0	1.0	0.0	25.800	^	25.80
'2T66809	BF IPN 20 DEG PLAS POSTS	1.0	1.0	0.0	13.000	^	13.00

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	51.80
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			51.80

MAR-30 00 05:43 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:14

PT NO. - INV1
 BENCO DENTAL CO.
 11 BEAR CREEK BLVD. P.O.BOX 1108
 WILKES-BARRE, PA 18773

07/15/98 4170614

1

DO NOT USE BERES & HUGHES DTL
 508 KREBS AVE
 CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.
 PROP: MARK S WAGNER
 508 KREBS AVE
 CLEARFIELD, PA 16830-2538

PROCESSOR: jvinsko WRITER: JVC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4170614

UPS

07/15/98 07/15/98

52-17538 BUR CARBIDE HP #4 PK10
 52-17556 BUR CARBIDE HP #6 PK10

1	1	0	-F02	12.500	^	12.50
1	1	0	-F01	12.500	^	12.50

HANDLING

^ TAXABLE ITEM

4.50

FAX DISC	0.00	FAX TOTAL	25.00
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			29.50

MAR-30 00 05:43 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:13

PT NO. - INV1
 BENCO DENTAL CO.
 11 BEAR CREEK BLVD. P.O.BOX 1108
 WILKES-BARRE, PA 18773

07/16/98 4154339-2

1

DO NOT USE BERES & HUGHES UTL
 508 KREBS AVE
 CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.
 PROP: MARK S WAGNER
 508 KREBS AVE
 CLEARFIELD, PA 16830-2538

PROCESSOR: SYS WRITER: Z2S

BERES 00000001893

CUST# 99-07265 PN# 9701

GARLAA

4154339 UPS

07/16/98 07/07/98

32-17690	BUR CARBIDE HP #703 PK10	1	1	0	-F05	12.500	^	12.50
30M72827	SPRUCE RESERVOIRS PK500	1		1	-NS	37.500	^	0.00

* TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	12.50
		FREIGHT	0.00
RENT		FREIGHT	0.00
		TAX	0.00
			12.50

MAR-30 00 05:43 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:12

PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O.BOX 1108

WILKES-BARRE, PA 18773

07/16/98 4168621-2

1

DO NOT USE BERES & HUGHES DTL
508 KREBS AVE
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.
PROP: MARK S WAGNER
508 KREBS AVE
CLEARFIELD, PA 16830-2538

PROCESSOR: bgeising WRITER: BRC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4168621

UPS

07/16/98 07/14/98

12-17690 BUR CARBIDE HP #703 PK10

1 1 0 -F05 12.500 ^ 12.50

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	12.50
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			12.50

MAR-30 00 05:43 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:11

PT NO. - INV1

BENCO DENTAL CO.

11 BEAR CREEK BLVD. P.O. BOX 1108
WILKES-BARRE, PA 18773

07/16/98 4173390

1

DO NOT USE BERES & HUGHES DTL
508 KREBS AVE
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.
PROP: MARK S WAGNER
508 KREBS AVE
CLEARFIELD, PA 16830-2538

PROCESSOR: JN

WRITER: JNC

BFRES

CUSI# 99-07265 PN# 9701

GARLAA

4173390

UPS

07/16/98 07/16/98

'2T66309	BIOFORM IPN ANTERIOR	2.0	2.0	0.0	25.800	^	51.60
'2T66809	BF IPN 20 DEG PLAS POSTS	2.0	2.0	0.0	13.000	^	26.00
'2T66907	BF IPN ANATOLINE PL POSTS	1.0	1.0	0.0	13.000	^	13.00
'2T66407	BF IPN MONOLINE PL POSTS	1.0	1.0	0.0	13.000	^	13.00

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	103.60
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			103.60

MAR-30 00 05:43 FROM:COLLECTIONS DEPT.
PT NO. - INV1
BENCO DENTAL CO.
11 BEAR CREEK BLVD. P.O.BOX 1108
WILKES-BARRE, PA 18773

717*823*9750

TO:502 584 7843

PAGE:10

07/17/98 4154339-3

DO NOT USE BERES & HUGHES DTL
508 KREBS AVE
CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.
PROP: MARK S WAGNER
508 KREBS AVE
CLEARFIELD, PA 16830-2538

PROCESSOR: SYS WRITER: Z2S

BERES 0000001895

CUST# 99-07265 PN# 9701

GARLAA

4154339 UPS

07/17/98 07/07/98

20M72827 SPRUE RESERVOIRS PK500

1 1 0 -NS 37.500 ^ 37.50

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	37.50
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			37.50

MAR-30 00 05:42 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:09

PT NO. - INV1
 BENCO DENTAL CO.
 11 BEAR CREEK BLVD. P.O.BOX 1108
 WILKES-BARRE, PA 18773

07/17/98 4175649

1

DO NOT USE BERES & HUGHES DTL
 508 KREBS AVE
 CLEARFIELD PA 16830-2538

BERES & HUGHES DENTAL LAB.
 PROP: MARK S WAGNER
 508 KREBS AVE
 CLEARFIELD, PA 16830-2538

PROCESSOR: mpadden WRITER: MAC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4175649

UPS

07/17/98 07/17/98

'2T51100 NH PLAS ANTS
 '2T54401 NH PLAS 20 DEG POSTS

5.0	5.0	0.0	3.700	18.50
5.0	5.0	0.0	3.700	18.50

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	37.00
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			37.00

MAR-30 00 05:42 FROM:COLLECTIONS DEPT.

717*823*9750

TO:502 584 7843

PAGE:07

PT NO. - INV1
BENCO DENTAL CO.MAR-30 00 05:42 FROM:COLLECTIONS DEPT. 717*823*9750
PT NO. - INV1
BENCO DENTAL CO.
11 BEAR CREEK BLVD. P.O. BOX 1108
WILKES-BARRE, PA 18773

TO:502 584 7843

PAGE:08

07/17/98 4175946

1

DO NOT USE BERES & HUGHES DTL
508 KREBS AVE
CLEARFIELD PA 16830-2538BERES & HUGHES DENTAL LAB.
PROP: MARK S WAGNER
508 KREBS AVE
CLEARFIELD, PA 16830-2538

PROCESSOR: JN WRITER: JNC

BERES

CUST# 99-07265 PN# 9701

GARLAA

4175946 UPS

07/17/98 07/17/98

'2T66309	BIOFORM IPN ANTERIOR	3.0	3.0	0.0	25.800	^	77.40
'2T66809	BF IPN 20 DEG PLAS POSTS	3.0	3.0	0.0	13.000	^	39.00
'2T63606	BIOTONE PLAS ANTS	2.0	2.0	0.0	12.550	^	25.10
'2T65604	DENTRON 20 DEG PLAS POSTS	2.0	2.0	0.0	12.550	^	25.10

^ TAXABLE ITEM

FAX DISC	0.00	FAX TOTAL	166.60
		FREIGHT	0.00
		RENT FREIGHT	0.00
		TAX	0.00
			166.60

FEE:25

101555 200 5042

FAX/TELETYPE

115-23 03 03 03 03 FROM:COLLECTIONS DEPT.

0911188 45132528

PT NO. - INIT

BENCO-DENTAL CO.

11 BEAR CREEK DRAD. P.O.BOX 1108

MILKES-BURG, PA 18733

1
BERES & HANES DENTAL LAB.
PROP: KRISTI GREGORY
SCOTT BURN
208 KREBS AVE
CLEARYFIELD PA 18839-5238
PROCESSES: INC
WRIGHT: INC

DO NOT USE BERES & HANES DIR
208 KREBS AVE
CLEARYFIELD PA 18839-5238

GARLIA

CUST 33-03528 P/N 250T

82552

0911188 0911188

NPS

45132528

5.5	^ 50.7	0.0 0.1 0.1
5.5	^ 50.0	0.0 0.1 0.1
13.00	^ 53.00	0.0 0.1 0.1

15.38

1525100	NH PLAS RATE
1525400	DE IRN 60 DEC PLAS POSTER

HANDLING

TAXABLE ITEM ^

50.00	FAX PRICE
50.00	FAX TOTAL
0.00	FREIGHT
0.00	RENT FREIGHT
00.0	XAT
50.50	

Subject:

Created By: Mark Weber on 08/07/2000 at 11:06 AM
Category: Miscellaneous

CUSTOMER #99007265 BERES AND HUGHES DTL

PHONE # 814-7654-9701

INVOICE #	DUE DATE	AMOUNT
R5887647	8/28/98	\$12761.27
R5890619	8/28/98	\$304.20
R5893171	8/28/98	\$51.80
R5893401	8/28/98	\$4.50
R5895174	8/28/98	\$29.50
R5896620	8/28/98	\$12.50
R5896646	8/28/98	\$12.50
R5898924	8/28/98	\$103.60
R5900229	8/28/98	\$37.50
R5900816	8/28/98	\$37.00
R5901296	8/28/98	\$166.60
R5903637	8/28/98	\$11.35
R5920703	8/28/98	\$33.00
R5959666	10/02/98	\$94.11
R6005187	10/30/98	\$32.76
TOTAL		\$13692.19

EXHIBIT

C

FILED

100 MAR 09 2001
111521cty mix pd \$80.00
William A. Shaw
Prothonotary
LCC Sheriff

- In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10781

BENCO DENTAL SUPPLY COMPANY t/d/b/a BENCO DENTAL COMPANY a 01-342-CD

VS.

CLEARFIELD DENTAL ARTS, LTD., t/d/b/a BERES & HUGHES DENTAL LA

COMPLAINT

SHERIFF RETURNS

NOW MARCH 13, 2001 AT 9:33 AM EST SERVED THE WITHIN COMPLAINT ON CLEARFIELD DENTAL ARTS, LTD., t/d/b/a BERES & HUGHES DENTAL LABORATORY DEFENDANT AT EMPLOYMENT, 508 KREBBS AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING SHARON BAUN, PIC/SEC., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
19.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 15 2001
0125411 pm
William A. Shaw
Prothonotary
E

Sworn to Before Me This

15th Day Of March 2001
Will A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,

Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,

Defendant

:
: No. 01-342-CD
:
: Type of Pleading: Praecipe to Enter
: Judgment
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record:
: Robert A. Mix, Esq.
: Lee, Martin, Green & Reiter, Inc.
: I.D. #16164
: 115 E. High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED

APR 27 2001

William A. Shaw
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY, ✓ :
t/d/b/a BENCO DENTAL COMPANY, ✓ :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
:
vs. :
CLEARFIELD DENTAL ARTS, LTD., ✓ :
t/d/b/a BERES & HUGHES DENTAL ✓ :
LABORATORY, :
Defendant :
:

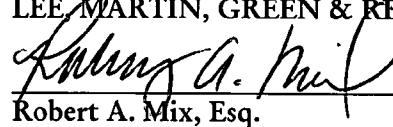
PRAECLPICE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Defendant Clearfield Dental Arts, Ltd., t/d/b/a Beres & Hughes Dental Laboratory, having failed to respond to the Complaint or otherwise appear in the captioned action within the time period prescribed by the Pennsylvania Rules of Civil Procedure, kindly enter judgment against the Defendant as follows:

Principal Balance Claimed in Complaint	\$13,692.19
Pre-Judgment Interest	3,726.44
Late Fees	2,975.26
Attorneys' Fees	5,098.47
Court Costs	<u>109.34</u>
TOTAL	\$25,601.70

I hereby certify that a written notice of intention to file this Praeclpice was mailed to The Defendant on April 5, 2001. A true and correct copy of the Notice is attached hereto.

LEE MARTIN, GREEN & REITER, INC.
By: 

Robert A. Mix, Esq.
I.D. #16164
Attorney for Plaintiffs
115 E. High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,

Plaintiffs

:
: No. 01-342-CD
:

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,

Defendant

: Type of Pleading: Important Notice

:

: Filed on behalf of: Plaintiff

:

: Counsel of Record:

: Robert A. Mix, Esq.

: Lee, Martin, Green & Reiter, Inc.

: I.D. #16164

: 115 E. High Street

: P.O. Box 179

: Bellefonte, PA 16823

: 814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

To: Clearfield Dental Arts, Ltd.
t/d/b/a Beres & Hughes Dental Laboratory

Date of Notice: April 5, 2001

IMPORTANT NOTICE

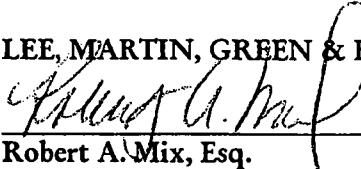
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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's Office
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, Ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq.

I.D. #16164

Attorney for Plaintiffs

115 E. High Street

P.O. Box 179

Bellefonte, PA 16823

814-355-4769

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

BENCO DENTAL SUPPLY COMPANY, t/d/b/a BENCO DENTAL COMPANY, and MILFORD HOLDING COMPANY,	:
	Plaintiffs
	:
	:
vs.	:
	:
	:
CLEARFIELD DENTAL ARTS, LTD., t/d/b/a BERES & HUGHES DENTAL LABORATORY,	:
	Defendant
	:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Important Notice was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 5th day of April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.
t/a Beres & Hughes Dental Laboratory
408 Krebs Avenue
Clearfield, PA 16830



Robert A. Mix, Esq.

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
vs. :
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Prae*script*e was deposited in
the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 23rd day of
April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.
t/a Beres & Hughes Dental Laboratory
408 Krebs Avenue
Clearfield, PA 16830



Robert A. Mix, Esq.

FILED

APR 2nd 2001

01335104-1} Mix Pd.
William A. Shaw
Prothonotary

\$20.00

Not to Day

Statement to atty

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

Copy

Benco Dental Supply Company
Benco Dental Company
Milford Holding Company
Plaintiff(s)

No.: 2001-00342-CD

Real Debt: \$25,601.70

Atty's Comm:

Vs.

Costs: \$

Int. From:

Clearfield Dental Arts, LTD
Beres & Hughes Dental Laboratory
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 26, 2001

Expires: April 26, 2006

Certified from the record this 26th of April, 2001

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

COPY

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
vs. :
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
:

NOTICE OF ENTRY OF JUDGMENT

To: Clearfield Dental Arts, Ltd. t/d/b/a
Beres & Hughes Dental Laboratory

Pursuant to Rule 236, you are hereby notified that a judgment has been entered against you for failure to file a pleading responsive to the Complaint filed against you in the above-captioned action, and a copy thereof is enclosed.



Prothonotary

Dated: 4/26/01

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,

Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,

Defendant

:
: Nc. 01-342-CD
:
: Type of Pleading: Notice of Service of
: Interrogatories
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record:
: Robert A. Mix, Esq.
: Lee, Martin, Green & Reiter, Inc.
: I.D. #16164
: 115 E. High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED

MAY 02 2001

m 111.01 NDC C

William A. Shaw
Prothonotary

EPA

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

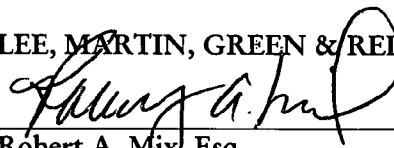
BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

NOTICE OF SERVICE OF INTERROGATORIES

TO THE PROTHONOTARY:

You are hereby notified that on April 30, 2001, original
Interrogatories in Aid of Execution were mailed by First Class Mail, Postage Prepaid, upon the
following Defendant.

Clearfield Dental Arts, Ltd.
t/a Beres & Hughes Dental Laboratory
508 Krebs Avenue
Clearfield, PA 16830

LEE, MARTIN, GREEN & REITER, INC.
By: 

Robert A. Mix, Esq.
I.D. #16164
Attorney for Plaintiffs
115 E. High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY, Defendant

:

: No. 01-342-CD

:

: Type of Pleading: Motion to Compel

: Discovery

:

: Filed on behalf of: Plaintiff

:

: Counsel of Record:

: Robert A. Mix, Esq.

: Lee, Martin, Green & Reiter, Inc.

: I.D. #16164

: 115 E. High Street

: P.O. Box 179

: Bellefonte, PA 16823

: 814-355-4769

FILED

JUN 08 2001

William A. Shaw
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

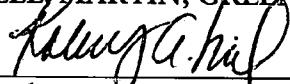
MOTION TO COMPEL DISCOVERY

NOW COME Plaintiff Benco Dental Supply Company t/d/b/a Benco Dental Company, and Milford Holding Company by their attorneys, Lee, Martin, Green & Reiter, Inc., and respectfully represent:

1. On April 26, 2001, a judgment in the amount of \$25,601.70 in favor of Plaintiffs and against Defendant was entered in the Court of Common Pleas of Clearfield County, Pennsylvania.
2. On May 1, 2001, Plaintiffs filed and served Interrogatories in Aid of Execution on Defendant. True and correct copies of said Interrogatories in Aid of Execution are attached hereto, incorporated herein and marked Exhibit "A".
3. To date of filing of this Motion to Compel Discovery, Defendant has not filed and served Answers to said Interrogatories in Aid of Execution, nor has it filed objections thereto.
4. To date of filing this Motion to Compel Discovery, Defendant has not requested an extension of time for the filing and service of said Answers to Interrogatories in Aid of Execution, nor has an extension otherwise been granted.
5. Defendant has failed to file and serve Answers to said Interrogatories in Aid of Execution in compliance with the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiffs respectfully request Your Honorable Court to issue an Order compelling Defendant to file and serve Answers to said Interrogatories in Aid of Execution within twenty days or such other period of time as the Court may deem appropriate.

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esquire

I.D. #16164

Attorney for Plaintiff
115 E. High Street
Lock Drawer 179
Bellefonte, PA 16823
814-355-4769

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD

vs. :

CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :

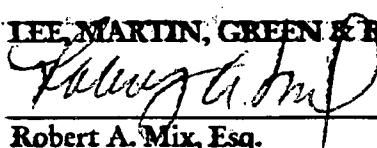
INTERROGATORIES IN AID OF EXECUTION

To: **Clearfield Dental Arts, Ltd.**
t/d/b/a Beres & Hughes Dental Laboratory

Pursuant to Pennsylvania Rules of Civil Procedure 4006, et seq., the Plaintiff, by its attorneys, Lee, Martin, Green & Reiter, Inc., files upon Defendant Interrogatories and demands that it file full, complete and verified written answers thereto within thirty (30) days after the date of service hereof, pursuant to the Pennsylvania Rules of Civil Procedure No. 4006. In accordance with said rule, any objections shall be signed by the attorney making them.

These Interrogatories are continuing and require supplemental answers under oath if the Defendant, its attorney or representative, obtain any additional information requested in these Interrogatories prior to the time of trial.

LEE, MARTIN, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq.
ID. #16164
Attorney for Plaintiffs
115 E. High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

EXHIBIT

A

INSTRUCTIONS FOR ANSWERING INTERROGATORIES

A. In accordance with Pa. R.C.P. No. 4005, original written Interrogatories have been served upon you to be answered by the party served or, if the party served is a public or private corporation or similar entity or a partnership or association, by any officer or agent, who shall furnish such information as is available to the party.

B. In accordance with Pa. R.C.P. No. 4006, written answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

C. In accordance with Pa. R.C.P. No. 4006(b), a sufficient answer to such an Interrogatory shall be to specify the records from which the answer may be derived or ascertained.

D. Please return these original Interrogatories to our office with inserted answers.

E. For purposes of these Interrogatories, the following definitions shall apply:

1. "Document" means any written, recorded or graphic matter, however produced or reproduced.

2. "Identify" or "identification" when used in reference to an individual person means to state his name, present or last known address, present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the Complaint.

3. "Describe" or "identify" when used in reference to a document means to state the type of document (for example, letter, memorandum, telegram, chart, etc.), the date, author, addresses, title file and identifying number and symbol, and the name and address of its custodian. If any such documents are no longer in your possession or subject to your control, state what disposition was made of it and the date thereof.

1. **REAL ESTATE:** Does Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory have an ownership or interest in any real estate anywhere in the United States?

If so, set forth a brief description thereof; include the structure and lot size and type of construction; the volume and page number of the official record thereof; and whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns it solely or together with any other person or persons and give their full names and addresses. If any of the above properties are mortgaged, supply the names and addresses of lenders, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due.

ANSWER:

2. **AGREEMENTS:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, provide the state and county of recordation, volume and page numbers.

ANSWER:

3. MORTGAGES: State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any mortgages against any real estate owned by another person in the United States. If so, state whether or not Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns this mortgage with any other person or persons and, if so, supply their full name and address. State further the names and addresses of all borrowers and the state and county where said mortgage is recorded together with the number of the volume and the page number.

ANSWER:

4. **DEBTS, NOTES & JUDGMENTS:** State the names and addresses of any and all persons whom Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory believes owes it money and set forth in detail the amount of money owed, the terms of payment and whether or not Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has written evidence of this indebtedness and, if so, give full details. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory holds a judgment or judgments as security for any of these debts, state where and when the judgment was recorded; and the county, number and term where the judgment is recorded. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory holds this judgment or judgments jointly with any other person or persons, give their name and address.

ANSWER:

5. **GOVERNMENT, MUNICIPAL OR CORPORATE BONDS:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity date and state the present location thereof. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any of these bonds jointly with any other person or persons, give their full name and address.

ANSWER:

6. **STOCKS, SHARES OR INTEREST:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any stocks, shares or interest in any corporation or unincorporated association or partnership interest, limited or general, and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any of the stocks, shares or interest jointly with any other person or persons, give their name and address.

ANSWER:

7. **ACCOUNTS:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any checking or savings accounts. If so, state the name and location of the banks or savings and loan association or building and loan association or credit union and the branch or branches thereof, the identification numbers of those accounts and the amount of assets Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has in each account. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any of these jointly with any person, give their name and address.

ANSWER:

8. **SAFETY DEPOSIT BOXES:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any safety deposit box or boxes. If so, include the name of the bank or banks, branch or branches and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory maintains any of these jointly with another person, give their full name and address.

ANSWER:

9. TRANSFERRED ASSETS AND GIFTS: If, since the date upon which the debt herein was first incurred to the Plaintiff herein, Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has transferred any assets (real property, personal property, chose in action) to any person and/or if Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory has given any gift of any asset, including money, to any person, set forth in detail a description of the property, the type of transaction and the name and address of the transferee or recipient.

ANSWER:

10. **PERSONAL PROPERTY:** State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any personal property. Include a full description of all furnishings and other items of personal property (including jewelry) with full description, value and present location. State also whether or not there are any encumbrances on that property and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of that encumbrance and the transaction which gave rise to the existence of the encumbrance. If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any personal property jointly with any other person or persons, give their name and address.

ANSWER:

11. MOTOR VEHICLES: State whether Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory owns any motor vehicles. Include a full description of such motor vehicles including color, model, title number, serial number and registration plate number. Also, show the exact name or names in which the motor vehicles are registered, the present value of those motor vehicles and their present location and place of regular storage, garaging or parking. State also whether there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of the encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance.

ANSWER:

12. **OTHER ASSETS:** If Clearfield Dental Arts, Ltd. t/d/b/a Beres & Hughes Dental Laboratory ~~has any asset or assets which are not disclosed in the preceding Interrogatories, please~~ set forth all details concerning those assets.

ANSWER:

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD

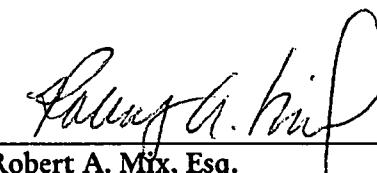
vs. :

CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Interrogatories in Aid of
Execution was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,
on the 30th day of April, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.
t/a Beres & Hughes Dental Laboratory
508 Krebs Avenue
Clearfield, PA 16830



Robert A. Mix, Esq.

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

VERIFICATION

Robert A. Mix, Esquire, being duly sworn according to law deposes and says that he is the attorney for Plaintiffs herein; that he is authorized to make this verification on their behalf; and that the facts set forth in the Motion to Compel Discovery are true and correct to the best of his knowledge, information and belief. This verification is executed in accordance with Pa. R.C.P. 1024(c) and this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Robert A. Mix
Robert A. Mix, Esquire

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

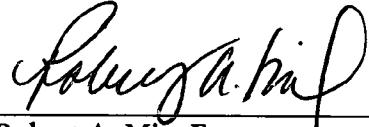
BENCO DENTAL SUPPLY COMPANY,	:
t/d/b/a BENCO DENTAL COMPANY,	:
and MILFORD HOLDING COMPANY,	:
Plaintiffs	: No. 01-342-CD
vs.	:
CLEARFIELD DENTAL ARTS, LTD.,	:
t/d/b/a BERES & HUGHES DENTAL	:
LABORATORY,	:
Defendant	:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion to Compel

Discovery was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,
on the 7th day of June, 2001 addressed to the following:

Clearfield Dental Arts, Ltd.
t/a Beres & Hughes Dental Laboratory
508 Krebs Avenue
Clearfield, PA 16830



Robert A. Mix, Esq.

CN

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
vs. :
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
:

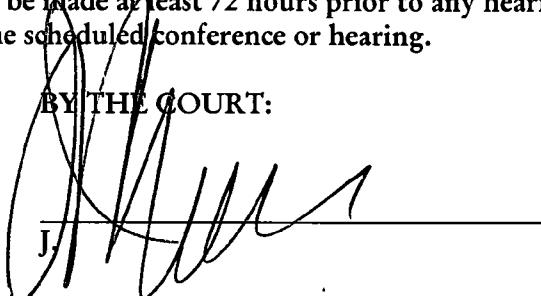
ORDER

AND NOW, this 18th day of June, 2001, upon consideration
of the within Motion to Compel Discovery, argument is set for the 16th day of
July, 2001 at 2:00 o'clock, P.m. in courtroom no. 1 of
the Clearfield County Courthouse, Clearfield, Pennsylvania.

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

BY THE COURT:



FILED

JUN 18 2001

William A. Shaw
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY,
t/d/b/a BENCO DENTAL COMPANY,
and MILFORD HOLDING COMPANY,
Plaintiffs

vs.

CLEARFIELD DENTAL ARTS, LTD.,
t/d/b/a BERES & HUGHES DENTAL
LABORATORY,
Defendant

:

: No. 01-342-CD

:

: Type of Pleading: Praecipe to Satisfy

: Judgment

:

: Filed on behalf of: Plaintiff

:

: Counsel of Record:

: Robert A. Mix, Esq.

: Lee, Martin, Green & Reiter, Inc.

: I.D. #16164

: 115 E. High Street

: P.O. Box 179

: Bellefonte, PA 16823

: 814-355-4769

FILED

JUL 17 2001

William A. Shaw
Prothonotary

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

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
:
vs. :
:
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
:

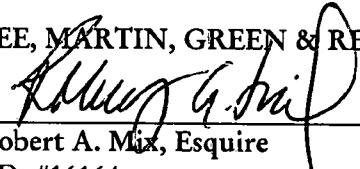
PRAECIPE

TO THE PROTHONOTARY:

Please mark the judgment entered in the above-captioned action satisfied.

LEE, MARTIN, GREEN & REITER, INC.

By:



Robert A. Mix, Esquire
I.D. #16164

Attorney for Plaintiff
115 E. High Street
Lock Drawer 179
Bellefonte, PA 16823
814-355-4769

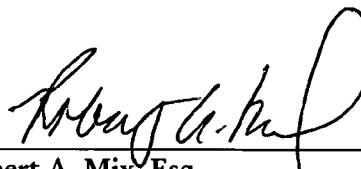
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BENCO DENTAL SUPPLY COMPANY, :
t/d/b/a BENCO DENTAL COMPANY, :
and MILFORD HOLDING COMPANY, :
Plaintiffs : No. 01-342-CD
:
vs. :
:
CLEARFIELD DENTAL ARTS, LTD., :
t/d/b/a BERES & HUGHES DENTAL :
LABORATORY, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe was deposited in
the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 10th day of
July, 2001 addressed to the following:

Carl A. Belin, Jr., Esq.
P.O. Box One
Clearfield, PA 16830



Robert A. Mix, Esq.

FILED
JUL 17 2001

William A. Shaw
Protthonotary

P2

\$17.00
Fee, Martin, Green
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-00342-CD

Benco Dental Supply Company
Benco Dental Company
Milford Holding Company

Debt: 25,601.70

Vs.

Atty's Comm.:

Clearfield Dental Arts, LTD
Beres & Hughes Dental Laboratory

Interest From:

Cost: \$7.00

NOW, Tuesday, July 17, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of July, A.D. 2001.



Prothonotary