

01-1963-60  
U.S. FOOD SERVICE INC. -vs- BROWN'S RANCH HOUSE RESTAURANT, INC.  
et al

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

U.S. FOOD SERVICE INC., doing  
business as U.S. FOOD SERVICE  
and all of its affiliates, divisions,  
subsidiaries and assigns,

CIVIL ACTION - LAW

Plaintiff,

NO. 2001-1963-C0

vs.

BROWN'S RANCH HOUSE  
RESTAURANT INC. and RICHARD  
L. BROWN, personal guarantor

COMPLAINT IN CIVIL ACTION

Defendants,

FILED ON BEHALF OF PLAINTIFF  
U.S. FOOD SERVICE INC. doing business as  
U.S. FOOD SERVICE and all of its affiliates,  
divisions, subsidiaries and assigns

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax  
Firm ID. No. 916

FILED

DEC 05 2001

2001-1963-C0  
William A. Shaw  
Prothonotary  
80-  
2 CENTS TO SHAW

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

U.S. FOOD SERVICE INC. d/b/a )  
U.S. FOOD SERVICE and all of its )  
affiliates, divisions, subsidiaries )  
and assigns )  
 )  
Plaintiff, )  
 ) No.  
vs. )  
 )  
BROWN'S RANCH HOUSE )  
RESTAURANT INC. and RICHARD )  
L. BROWN, personal guarantor )  
 )  
Defendants. )

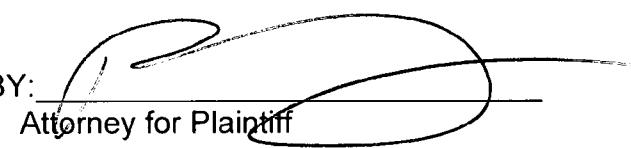
**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 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, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641 EXT. 32

VOLLMER RULONG & KEATING, P.C.

BY: 

Attorney for Plaintiff

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

U.S. FOOD SERVICE, INC. doing ) Civil Action - Law  
business as U.S. FOOD SERVICE )  
and all of its affiliates, divisions, )  
subsidiaries and assigns, )  
)  
Plaintiff, )  
) No.  
vs. )  
)  
BROWN'S RANCH HOUSE )  
RESTAURANT INC. and )  
RICHARD L. BROWN, personal )  
guarantor, )  
)  
Defendants. )

**COMPLAINT IN CIVIL ACTION**

1. Plaintiff, U. S. Food Service Inc. doing business as U. S. Food Service and all of its affiliates, divisions, subsidiaries and assigns (hereinafter "plaintiff") is a corporation with a mailing address of P. O. Box 641303, Pittsburgh, PA 15264.
2. Defendant, Brown's Ranch House Restaurant, Inc. (hereinafter "defendant") is a corporation operating under the laws of the Commonwealth of Pennsylvania with offices at RR 2, Box 359, Curwensville, Clearfield County, PA 16833.
3. Defendant, Richard L. Brown (hereinafter "Brown") is an adult individual and personal guarantor of the debt owing by the defendant corporation with a last known address of RR 2, Box 359, Curwensville, Clearfield County, PA 16833.
4. Plaintiff believes and therefore avers that liability is joint and several and Brown's House Restaurant, Inc. and Richard L. Brown shall hereinafter be referred to as "defendants."

5. On or about March 6, 2000 the defendant corporation executed a credit application with plaintiff in order to arrange the sale of plaintiff's goods on credit to defendant. A true and correct copy of the credit application is attached hereto, made a part hereof and marked as Exhibit "1".

6. Defendant, Brown, did fully execute an individual personal guarantee assuming the defendant corporation's indebtedness as well as attorney's fees and court costs incurred by the plaintiff. (See Exhibit "1").

7. Between on or about September 15, 2000 and December 27, 2000 plaintiff, at the request of defendants sold and delivered certain goods at the times and in the amounts as fully set forth on plaintiff's statement of defendant's account, a true and correct copy of which is attached hereto, made a part hereof and marked as Exhibit "2".

8. The prices charged for the said goods were the fair, reasonable and market prices of the same at the time they were sold and delivered to the defendants and further are the prices they agreed to pay.

9. Plaintiff has demanded payment of the balance due as set forth on plaintiff's statement of defendant's account in the amount of \$7,307.06 but defendants have failed or refused to pay the same or any part thereof.

10. By the terms of sale at Exhibit "1" page "2", interest at a rate of 18% per annum became due and payable from an average due date of November 1, 2000.

11. In addition to principal and accruing interest, plaintiff is also entitled to receive its reasonable and actual attorneys fees which are in the amount of \$2,557.38.

WHEREFORE, plaintiff requests judgment in its favor and against the

defendants in the principal sum of \$7,307.06 plus interest at a rate of 18% per annum thereon from November 1, 2000 together with its reasonable and actual attorneys fees in the amount of \$2,557.38 with costs.

VOLLMER RULONG & KEATING P.C.

BY:

A handwritten signature consisting of a stylized 'V' and a large, oval-shaped flourish to the right.

# CREDIT APPLICATION

This Credit Application (this "Application") is made to U.S. Foodservice, Inc., doing business as U.S. Foodservice™, and all of its affiliates, divisions, subsidiaries and assigns (collectively the "Sellers") for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:

<u>Brown's Ranch House RESTAURANT</u>	<u>(814) 239-2207</u>	<u>(814) 239-2208</u>
(Trade Name) (Applicant)	(Telephone No.)	(Fax No.)
<u>R.D.1 Box 581-A</u>	<u>CLAYSBURG PA.</u>	<u>16625</u>
(Delivery Address)	(City, State)	(Zip Code)
(Full Firm Name - If Different From Trade Name) (Applicant)		

<u>(Billing Address - If Different From Above)</u>	<u>(City, State)</u>	<u>(Zip Code)</u>
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## COMPLETE APPLICABLE SECTION ONLY

1. Proprietor or #1: RICHARD L. BROWN Soc. Sec.#: 167-34-8051 Driver's Lic.#: 24126493  
Partner Names #2: Soc. Sec.#: \_\_\_\_\_ Driver's Lic.#: \_\_\_\_\_  
Home Address #1: R.D.2 Box 359 Curwensville, Pa. 16833 Phone: 814-236-2602  
Home Address #2: \_\_\_\_\_ Phone: \_\_\_\_\_  
OR
2. Corporation or LLC Name: \_\_\_\_\_ State of Formation: \_\_\_\_\_ FEIN: \_\_\_\_\_  
Principal Stckhldr(s)/ Member(s): \_\_\_\_\_ Driver's Lic.#: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_ Phone: \_\_\_\_\_

### Sales Tax Information (Must Be Completed for all Applicants)

Sales & Use Tax No.: APPLIED FOR (ATTACH FORM)  
Tax Exemption No.: \_\_\_\_\_ (TAX EXEMPTION CERTIFICATES FOR EACH STATE MUST BE ATTACHED TO RECEIVE TAX EXEMPT STATUS BENEFITS FROM SELLERS)

3. Name of Manager: RICHARD L. BROWN Phone: 814-239-2207  
Address where bills will be paid from: R.D.1 Box 581-A CLAYSBURG, PA. 16625 By Whom: COKIER
4. Applicant's Type of Business Is: RESTAURANT 5. Applicant Was Established or Incorporated: LEASE w/ OPTION TO BUY (Date)
6. Applicant Has Operated From Its Current Address For \_\_\_\_\_ Years. 7. Applicant \_\_\_\_\_ Owns \_\_\_\_\_ Rents Its Present Place of Business  
List Name, Address & Phone No. of Landlord/Mtge. Holder: CC&F ENTERPRISES 814-239-2662
8. Applicant's Business/Personal Credit References:  
Supplier/Bank/Personal References:

<u>(1) COUNTY NAT. BANK</u>	<u>#6020770</u>	<u>OLD TOWNE RD.</u>	<u>CLEARFIELD</u>	<u>PA. 16830</u>	<u>800-492-3221</u>
(Name)	AVC#	(Address)	(City, State)	(Zip Code)	(Tele. No.)
<u>(2) VOLVO TRUCK FINANCE</u>	<u>#001206034501</u>	<u>P.O. Box 198044</u>	<u>ATLANTA, GA.</u>	<u>30384</u>	<u>1-326-931-400</u>
(Name)	AVC#	(Address)	(City, State)	(Zip Code)	(Tele. No.)
<u>(3) BANK ONE</u>	<u>#5417162312322047</u>	<u>P.O. Box 8664</u>	<u>WILM., DE.</u>	<u>19899</u>	<u>1-800-945-2000</u>
(Name)	AVC#	(Address)	(City, State)	(Zip Code)	(Tele. No.)
<u>(4) CITIBANK</u>	<u>#5424180181431492</u>	<u>Box 6500</u>	<u>SIOUX FALLS, S.D.</u>	<u>57117</u>	<u>1-800-950-5114</u>
(Name)	AVC#	(Address)	(City, State)	(Zip Code)	(Tele. No.)

9. A copy of Applicant's Current Financial Statements is to be Attached to This Application: \_\_\_\_\_ Yes  No
10. Are the Applicant's Accounts Receivable, Inventory and/or Equipment Encumbered by a Present Lien or Security Interest: (If Yes to any, include on Line 12)  
Accounts Receivable \_\_\_\_\_ Yes  No Inventory \_\_\_\_\_ Yes  No Equipment \_\_\_\_\_ Yes  No
11. Other Business Names Used by Applicant To Obtain Credit:

NONE

<u>(Full Firm Name)</u>	<u>(Address)</u>	<u>(Date)</u>
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12. Outstanding Loans Made to Applicant:

<u>Name of Creditor</u>	<u>Type of Loan</u>	<u>Original Amt. Due</u>	<u>Present Amt. Due</u>	<u>Monthly Payment</u>
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Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true, correct, complete, and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit to Applicant, and understands that Sellers intend to rely upon such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due, and has capital sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this Application and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise Sellers of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will retain this Application whether or not it is approved. Applicant's Principals hereby authorize Sellers to check from time to time Applicant's Business and Principal's personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, to confirm the information contained on this Application, including, but not limited to, sending a copy hereof to the trade, bank and personal references, and to release information to other creditors regarding Applicant's credit experience with Sellers. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.

X 

RICHARD L. BROWN  
(Print Name)

Exh. B, p. 1

3/6/00  
(Date)

## TERMS AND CONDITIONS

In consideration of the extension of credit by Sellers to Applicant, Applicant agrees to the following terms and conditions:

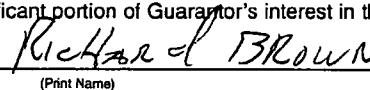
1. Upon approval of this Application, Sellers in their sole discretion, and notwithstanding any request of Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Sellers will be made in accordance with the terms and conditions of this Application and any invoice and/or other documents evidencing Applicant's obligations to Sellers, all of which are incorporated herein by this reference. Applicant agrees and understands that Sellers, at their sole discretion, may change the terms and conditions of this Application.
3. Payment of the purchase price for goods and/or services acquired from Sellers shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Sellers on all invoices shall become due in full immediately upon default in the payment of any invoice.
4. Applicant agrees to pay interest in the amount of 1 1/2% per month, or the maximum rate that Applicant may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, on any payment considered past due until collected. Applicant agrees to pay all costs of collection incurred by Sellers, including reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.
5. This Application and all transactions between Applicant and Sellers shall be governed by and interpreted in accordance with the laws and decisions of the State of Illinois.
6. Applicant hereby agrees to immediately notify Seller of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.
7. Applicant agrees to neither order nor accept goods from Sellers while Applicant is insolvent within the meaning of Section 1-201(23) of the UCC. Every order placed, or delivery accepted, while the Applicant is insolvent shall constitute a written misrepresentation of solvency to the Sellers within the meaning of Section 2-702(2) of the UCC.
8. **If this Application is not approved in full or if any other adverse action is taken with respect to Applicant's credit with Sellers, Applicant has the right to request within 60 days of Sellers' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.** The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or 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 programs; 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 the creditor is the Federal Trade Commission, Washington, D.C.
9. **APPLICANT IRREVOCABLY AGREES AND HEREBY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE WHERE SELLERS' OPERATING COMPANY WHICH PROVIDED THIS APPLICATION IS LOCATED, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF (THE "APPLICABLE STATE"), WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH APPLICANT'S OBLIGATIONS TO SELLERS OR THIS APPLICATION. APPLICANT WAIVES ANY RIGHT IT MAY HAVE TO CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY SELLERS AND FURTHER WAIVES ANY RIGHT TO TRIAL BY JURY.** Applicant hereby (a) agrees that Sellers may, at Sellers' sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application, any credit extended by Sellers to Applicant or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the arbitration in the Applicable State, and to the application of Illinois law with the exception of Illinois conflicts of laws rules, and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees.

## PERSONAL GUARANTY

The undersigned, hereinafter referred to individually or collectively as "Guarantor", having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally and unconditionally guarantees the payment by Applicant to Sellers of all amounts due and owing now, and from time to time hereafter ("Liabilities"), from Applicant to Sellers. Guarantor expressly waives notice from Sellers of its acceptance and reliance on this Personal Guaranty (this "Guaranty"), notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time, of any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sellers shall be available hereunder to Guarantor against Sellers. In the event of a default by Applicant on its obligations to Sellers, Sellers may proceed directly to enforce their rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; and (iii) in further consideration of Sellers extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees that it shall have no right of subrogation whatsoever with respect to the Liabilities, or to any money due and unpaid thereon or any collateral securing the same, unless and until all Sellers shall have received payment in full of all sums at any time due. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees and expenses, which may be incurred by Sellers in enforcing this Guaranty or protecting their rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1 1/2%) percent per month, or the maximum rate that Guarantor may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, shall be assessed on any amount due and owing to Sellers by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor, Guarantor's heirs, successors, assigns, and representatives and survivors, and shall inure to the benefit of Sellers, and each of them, jointly and severally, their successors, assigns, affiliates and shareholders and may be assigned by Sellers without notice to Guarantor. This Guaranty shall be governed by and interpreted with the laws and decisions of the State of Illinois. **GUARANTOR IRREVOCABLY AGREES, AND HEREBY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE WHERE SELLERS' OPERATING COMPANY WHICH PROVIDED THIS GUARANTY IS LOCATED, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF (THE "APPLICABLE STATE"), WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE LIABILITIES, THIS GUARANTY OR ANY COLLATERAL OR SECURITY THEREFOR. GUARANTOR HEREBY WAIVES ANY RIGHT GUARANTOR MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY SELLERS AND FURTHER WAIVES ANY RIGHT TO TRIAL BY JURY.** If more than one, the obligations of the undersigned shall be joint and several. In the event of written termination of this Guaranty by Guarantor, such notice of termination shall not release or affect any of Guarantor's liabilities existing as of the date Sellers receive such notice of termination. Guarantor hereby (a) agrees that Sellers may, at Sellers' sole option, require Guarantor to arbitrate any controversy or claim arising out of or relating to this Guaranty or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the arbitration in the Applicable State, and to the application of Illinois law with the exception of Illinois conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees. If there are more than one of the undersigned, each shall remain liable on this Guaranty until each has given separate written notice to Sellers. Guarantor shall immediately notify Sellers in the event of any sale of a significant portion of Guarantor's interest in the capital stock or other ownership interest of Applicant.

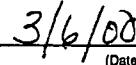
X

(Signature)

Richard Brown

(Print Name)

(Address)

3/6/08

(Date)

X

(Signature)

(Print Name)

(Address)

(Date)

(USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY)

Exhibit 7, p. 2

OPTION: JP FOODSERVICE, INC. DATE: 09/10/01  
PARM740 DISPLAY CUSTOMER STATUS BOOK TIME: 16:40:09  
ALTOONA

CUSTOMER: BROWN'S RANCH-ASSIGNED BILL TO : SAME AS CUSTOMER  
092207 RD 1 BOX 581A RT 220 092207  
CLAYSBURG PA 16625

SALESMAN: 097 PHONE: 814 239-2207 SALESMAN: PHONE:  
CONTACT: FOODSERVICE BUYER CONTACT:

BALANCE: \$7,307.06 ONACCT: \$0.00 OVER/SHORT: \$8.47

LAST PAYMENT: \$1,557.95 12/15/00 SETUP DATE: 03/00 TERMS: 002

S --DATE--	-INVC-	---ORIGINAL---	--PAY/ADJUST---	-BALANCE DUE--	RUNNING BALANCE
- 09/15/00	820307	0.00	592.34 *	592.34	592.34
- 11/01/00	859231	27.75	0.00	27.75	620.09
- 11/06/00	864732	0.00	8.48 *	8.48	628.57
- 11/15/00	871332	55.50	0.00	55.50	684.07
- 11/17/00	875041	27.79	0.00	27.79	711.86
- 11/22/00	877693	1,487.07	0.00	1,487.07	2,198.93
- 11/29/00	882296	1,208.38	0.00	1,208.38	3,407.31
- 12/01/00	885668	142.72	0.00	142.72	3,550.03
- 12/01/00	885848	23.59	0.00	23.59	3,573.62
- 12/06/00	888575	1,075.34	0.00	1,075.34	4,648.96

ENTER NEW CUSTOMER, OR INVOICE NUMBER TO VIEW INVOICE DETAILS, PRESS ENTER

OPTIONS: C/NEXT CUSTOMER, H/HELP, I/INQUIRE, N/NEXT PAGE, R/RETURN

FIRST PAGE

Exhibit 2, p1

OPTION: PYA / MONARCH, INC. DATE: 09/10/01  
PARM741 DISPLAY CUSTOMER STATUS BOOK TIME: 16:40:12  
ALTOONA  
CUSTOMER: 092207 BROWN'S RANCH-ASSIGNED RD 1 BOX 581A RT 220  
S --DATE-- INV- ---ORIGINAL--- PAY/ADJUST--- BALANCE DUE-- RUNNING BALANCE  
- 12/13/00 894411 1,096.84 0.00 1,096.84 5,745.80  
- 12/20/00 866100 0.00 11.69-\* 11.69- 5,734.11  
- 12/27/00 JE2745 0.00 15.00 \* 15.00 5,749.11  
- 12/27/00 RTNCHK 0.00 1,557.95 \* 1,557.95 7,307.06

ENTER NEW CUSTOMER, OR INVOICE NUMBER TO VIEW INVOICE DETAILS, PRESS ENTER  
OPTIONS: C/NEXT CUSTOMER, H/HELP, I/INQUIRE, N/NEXT PAGE, P/PREVIOUS PAGE, R/RETURN  
LAST PAGE

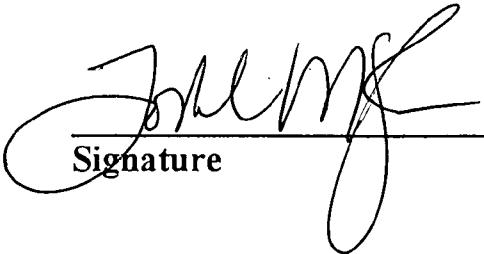
Exhibit 2, p. 2

981235

## VERIFICATION

I, the undersigned, in my capacity as CREDIT MANAGER of U.S. FOODSERVICE, ALTOONA, Plaintiff herein, certify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief. I make this Verification subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false statements, I may be subject to criminal penalties.

TODD MCKEE  
Print or Type Name

  
Signature

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

**Sheriff Docket #**

**11834**

**U.S. FOOD SERVICE INC.**

**01-1963-CD**

**VS.**

**BROWN'S RANCH HOUSE RESTAURANT INC. AI**

**COMPLAINT**

**SHERIFF RETURNS**

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**NOW, DECEMBER 19, 2001 AT 9:40 A.M. EST SERVED THE WITHIN COMPLAINT  
ON BROWN'S RANCH HOUSE RESTAURANT, INC., DEFENDANT AT RESIDENCE,  
RR#2 BOX 359, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO SARA BROWN, WIFE A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**NOW, DECEMBER 19, 2001 AT 9:40 A.M. EST, SERVED THE WITHIN COMPLAINT  
ON RICHARD L. BROWN, DEFENDANT AT RESIDENCE, RR#2 ABOX 359,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SARA  
BROWN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
27.90	<b>SHERIFF HAWKINS, PAID BY ATTY.</b>
20.00	<b>SURCHARGE, PAID BY ATTY.</b>

**FILED**

*01/21/02*  
**JAN 16 2002**

*WAS*  
**William A. Shaw  
Prothonotary**

**Sworn to Before Me This**

*16 Day Of Jan 2002*  
*William A. Shaw*

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harris*  
**Chester A. Hawkins  
Sheriff**

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

I hereby certify that Rule 237.1 has been complied with and that notice of intention to file Praeclipe for Default Judgment was mailed to Defendants on January 18, 2002

\_\_\_\_\_  
Attorney for Plaintiff

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

US FOOD SERVICE INC. d/b/a  
US FOOD SERVICE and all of its  
affiliates, divisions, subsidiaries and  
assigns

Plaintiff,

vs.

BROWN'S RANCH HOUSE  
RESTAURANT INC. and RICHARD L.  
BROWN personal guarantor  
Defendants

**PRAECLYPE FOR DEFAULT  
JUDGMENT**

NO. 2001-01963-CD

Filed on Behalf of Plaintiff

US FOOD SERVICE INC. d/b/a  
US FOOD SERVICE and all of its  
affiliates, divisions, subsidiaries and  
assigns

**CERTIFICATE OF ADDRESS**

I hereby certify that the last  
known address of the Plaintiff  
and the Defendant are as follows:

Plaintiff:

P. O. Box 641303  
Pittsburgh, PA 15264

Defendant

RR 2 Box 359  
Curwensville, PA 16833

**COUNSEL OF RECORD FOR  
THIS PARTY:**

Pamela J. Royesky, Esquire

PA ID No. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212, Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412) 391-2121  
(412)391-3578 fax  
Firm I.D. No. 916

\_\_\_\_\_  
Attorney for Plaintiff

**FILED**

JAN 31 2002

William A. Shaw  
Prothonotary

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

US FOOD SERVICE INC. d/b/a US CIVIL ACTION - LAW  
FOOD SERVICE and all of its )  
affiliates, divisions, subsidiaries and )  
assigns )  
Plaintiff, )  
vs. ) No. 2001-01963-CD  
)  
BROWN'S RANCH HOUSE )  
RESTAURANT INC. and RICHARD )  
L. BROWN personal guarantor )  
Defendants )

**PRAECIPE FOR DEFAULT JUDGMENT**

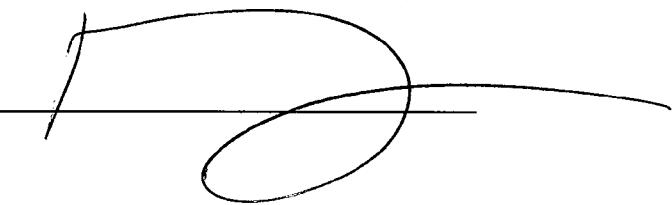
TO THE PROTHONOTARY:

Please enter judgment in favor of the plaintiff and against the defendants

BROWN'S RANCH HOUSE RESTAURANT INC. and RICHARD L. BROWN personal  
guarantor for failure of the defendants to file an Answer within the prescribed period  
time.

Amount	\$7,307.06
18% Interest from 11/1/00	\$1,635.98
Attorneys fees	<u>\$2,557.38</u>
TOTAL NOW DUE	11,500.42 PLUS COSTS

VOLLMER RULONG & KEATING, P.C.

BY: 

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

US FOOD SERVICE INC. d/b/a US FOOD	)	CIVIL ACTION - LAW
SERVICE and all of its affiliates, divisions	)	
subsidiaries and assigns	)	
	)	
Plaintiff,	)	No. 2001-01963-CD
	)	
vs.	)	
	)	
BROWN'S RANCH HOUSE RESTAURANT	)	
INC. and RICHARD L. BROWN personal	)	
guarantor	)	
	)	
Defendants.	)	

**NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO: BROWN'S RANCH HOUSE RESTAURANT INC.  
RR 2 BOX 359  
CURWENSVILLE, PA 16833

DATE: JANUARY 18, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION  
REQUIRED OF YOU IN THIS CASE. 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641 EXT. 32

VOLLMER RULONG & KEATING, P.C.

BY: \_\_\_\_\_

Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

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

US FOOD SERVICE INC. d/b/a US FOOD	)	CIVIL ACTION - LAW
SERVICE and all of its affiliates, divisions	)	
subsidiaries and assigns	)	
	)	
Plaintiff,	)	No. 2001-01963-CD
	)	
vs.	)	
	)	
BROWN'S RANCH HOUSE RESTAURANT	)	
INC. and RICHARD L. BROWN personal	)	
guarantor	)	
	)	
Defendants.	)	

**NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO: RICHARD L. BROWN personal guarantor  
RR 2 BOX 359  
CURWENSVILLE, PA 16833

DATE: JANUARY 18, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION  
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM  
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU  
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CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641 EXT. 32

VOLLMER RULONG & KEATING, P.C.

BY: \_\_\_\_\_

Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

**FILED**

JAN 3 1 2002

1:47 P.M.  
M  
William A. Shaw

Prothonotary

40 pd by MTS  
to ATY  
Statement to ATY  
Notice to def's.

ATY  
JAN 3 2002

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

U.S. Food Service Inc.

U.S. Food Service

Plaintiff(s)

No.: 2001-01963-CD

Real Debt: \$11,500.42

Atty's Comm:

Vs.

Costs: \$

Int. From:

Brown's Ranch House Restaurant, Inc.

Entry: \$20.00

Richard L. Brown

Defendant(s)

Instrument: Default Judgment

Date of Entry: January 31, 2002

Expires: January 31, 2007

Certified from the record this this 31st day of January, 2002

---

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, CIVIL DIVISION

US FOOD SERVICE, INC. d/b/a ) CIVIL ACTION - LAW  
US FOOD SERVICE and all of its )  
affiliates, divisions, subsidiaries and )  
assigns )  
Plaintiff, )  
vs. ) No. 2001-01963-CD  
BROWN'S RANCH HOUSE )  
RESTAURANT INC. and RICHARD )  
L. BROWN personal guarantor )  
Defendants )

**NOTICE OF ORDER, DECREE OF JUDGMENT**

To: BROWN'S RANCH HOUSE RESTAURANT INC.  
RR 2 BOX 359  
CURWENSVILLE, PA 16833

( ) Plaintiff  
( xx ) Defendant  
( ) Additional Defendant

You are hereby noticed that an Order, Decree or Judgment was entered in the  
above captioned matter proceeding on January 31, 2002.

( ) A copy of the Order of Decree is enclosed; or  
( x ) The judgment is as follows \$11,500.42 plus costs.

  
\_\_\_\_\_  
Deputy

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

US FOOD SERVICE, INC. d/b/a	)	CIVIL ACTION - LAW
US FOOD SERVICE and all of its	)	
affiliates, divisions, subsidiaries and	)	
assigns.	)	
	)	
Plaintiff,	)	
vs.	)	No. 2001-01963-CD
	)	
BROWN'S RANCH HOUSE	)	
RESTAURANT INC. and RICHARD	)	
L. BROWN personal guarantor	)	
	)	
Defendants	)	

**NOTICE OF ORDER, DECREE OF JUDGMENT**

To: RICHARD L. BROWN personal guarantor  
RR 2 BOX 359  
CURWENSVILLE, PA 16833

( ) Plaintiff  
( xx ) Defendant  
( ) Additional Defendant

You are hereby noticed that an Order, Decree or Judgment was entered in the  
above captioned matter proceeding on January 31, 2002.

( ) A copy of the Order of Decree is enclosed; or  
( x ) The judgment is as follows \$11,500.42 plus costs.

  
\_\_\_\_\_  
Deputy

CLARFIELD, PENNSYLVANIA 16830  
110 NORTH SECOND STREET  
ATTORNEY AT LAW  
JOHN R. LHTA, P.C.

— Lap over margin —

FILED

MAY 05 2004

William A Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. FOOD SERVICE, INC.,  
Plaintiff

vs.

BROWN'S RANCH HOUSE  
RESTAURANT, INC. and  
and RICHARD L. BROWN,  
Defendants

\*  
\*  
\*  
\* Civil Division  
\*  
\* No. 01-1963-CD  
\*  
\*  
\*  
\* Type of Pleading:  
\* Praeclipe Requesting  
\* Entry of Order of Court  
\* on Motion to Avoid Judgment  
\* Lien  
\*  
\* Filed on Behalf of:  
\* Defendant Richard L. Brown  
\*  
\* Co-Counsel of Record for  
\* this Party:  
\*  
\* Thomas J. Dausch,  
\* Attorney at Law  
\* Thomas J. Dausch, P.C.  
\* 23 Brilliant Avenue  
\* Pittsburgh, PA 15215-3135  
\* PA ID No. 21842  
\* 412-781-4708  
\*  
\* John R. Lhota,  
\* Attorney at Law  
\* John R. Lhota, P.C.  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* PA ID No. 22492  
\* 814-765-9611

FILED

MAY 05 2004

• 13:70 (L)  
William A. Shaw  
Prothonotary/Clerk of Courts

3 CERT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. FOOD SERVICE, INC.,  
Plaintiff

\*

\*

\*

\* Civil Division

vs.

\*

\* No. 01-1963-CD

\*

BROWN'S RANCH HOUSE  
RESTAURANT, INC. and  
and RICHARD L. BROWN,  
Defendants

\*

\*

\*

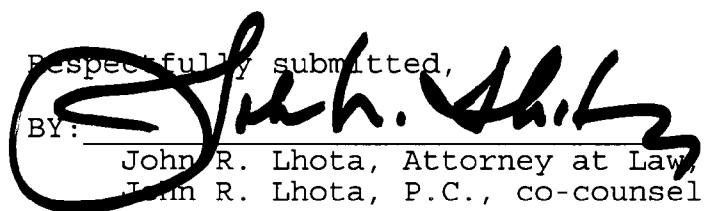
\*

PRAECIPE REQUESTING ENTRY OF ORDER OF COURT  
ON MOTION TO AVOID JUDGMENT LIEN

TO: WILLIAM A. SHAW,  
PROTHONOTARY

Please file the attached certified copy of an order of court and the certified copy of the accompanying motion to avoid judgment lien of record in the above captioned matter and mark the subject judgment lien "AVOIDED" as to defendant Richard L. Brown only.

Respectfully submitted,

BY: 

John R. Lhota, Attorney at Law,  
John R. Lhota, P.C., co-counsel  
to Richard L. Brown, defendant.

Date: May 5, 2004

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE

Richard L. Brown and

Sarah M. Brown

Debtors

BANKRUPTCY NO.: 03-33051-BM

Richard L. Brown and

Sarah M. Brown

Movants

CHAPTER NO.: 7

vs.

U.S. Food Service, Inc.

Respondent

DOC. NO. \_\_\_\_\_

In The United States Bankruptcy Court For The Western District  
of Pennsylvania, I, the undersigned Deputy Clerk, U.S. Bankruptcy  
Court in and for said District, do hereby certify that this  
copy has been served on the above named parties in the manner  
of service set forth in the rules of the United States Bankruptcy  
Court and on the 17th day of January, 2004, at Pittsburgh, Pennsylvania.

Pittsburgh, Pennsylvania

FEB 20 2004

Deputy Clerk, U.S. Bankruptcy CourtMOTION TO AVOID JUDGMENT LIEN

AND NOW comes Richard L. Brown and Sarah M. Brown, Debtors and Movants, by and through their attorney Thomas J. Dausch, Esq., and in support of their Motion To Avoid Judgment Lien allege and aver as follows:

1. Debtors Richard L. Brown and Sarah M. Brown filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code on October 17, 2003.
2. This court has jurisdiction over this motion, filed pursuant to 11 U.S.C. §522(f), to avoid and cancel a security interest held by U.S. Food Service, Inc. in property held by the Debtors and Movants.
3. On January 31, 2002, U.S. Food Service, Inc. recorded a judicial lien against Debtor Richard L. Brown's residence at 1921 Gazzam Road, Curwensville, PA 16833.
4. The judgment lien recorded by U.S. Food Service, Inc. totaled \$11,500.42 and was recorded in the Court of Common Pleas of Clearfield County at Number 2001-1963-CD.
5. The Debtors and Movants claimed their share of the equity in their residential real estate as exempt pursuant to 11 U.S.C. §522(d)(1).

6. The property that is subject to the judgment lien is the primary residence of the debtors.
7. The debt owed Respondent did not arise from a mortgage agreement executed by the Debtors.
8. The amounts and total of the liens, mortgages, and exemptions applicable to the Debtors' home and residence are as follows:

The lien to be avoided	11,500.42
Mortgage & Other Liens	77,103.00
Maximum exemption	<u>34,850.00</u>
Total	123,453.42

9. Debtors' home is valued at \$84,000.
10. Debtors' exemption is deemed impaired pursuant to 11 U.S.C. § 522(f)(1)(A) since the sum of the lien to be avoided, plus all other liens on the property, plus the amount of the exemption that debtor could claim if there were no liens on the property exceeds the value of the debtor's interest in the property by \$39,453.42 (\$123,453.42 less \$84,000).
11. Since the judgment lien impairs Debtors' exemption, the Debtors are entitled to relief under 11 U.S.C. §522(d)(1).

WHEREFORE, Debtors request an order avoiding the Judgment lien and for such additional or alternative relief as may be just and proper.

Dated: January 6, 2003

/s/ Thomas J. Dausch  
Thomas J. Dausch, Esq.  
Attorney for Debtors/Movants  
PA ID# 21842  
23 Brilliant Avenue  
Pittsburgh, PA 15215-3135  
Phone: 412-781-4708

DEFAULT O/E - BM

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE

Richard L. Brown and  
Sarah M. Brown  
Debtors

BANKRUPTCY NO.: 03-33051-BM

Richard L. Brown and  
Sarah M. Brown  
Movants

CHAPTER NO.: 7

DOC. NO. 9

vs.

U.S. Food Service, Inc.  
Respondent

In The United States Bankruptcy Court For The Western District of Pennsylvania I, the undersigned Deputy Clerk, U.S. Bankruptcy Court in and for said District, DO HEREBY CERTIFY that this copy has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand at  
Pittsburgh in said District, this 26<sup>th</sup> day of February, 2004

Dee S. Stephens  
Deputy Clerk, U.S. Bankruptcy Court

ORDER OF COURT

2-4-04

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, after consideration

of the foregoing motion and upon hearing in court it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The motion of the above-named debtors, Robert A. Bloom and Holly M. Bloom, to avoid the judgment lien of the Respondent, U.S. Food Service, Inc., which was filed in the Clearfield County Court of Common Pleas at number 2001-1963-CD is sustained.
2. The judgment lien is not a mortgage obligation and it impairs the Debtors' exemption in his residence located at 1921 Gazzam Road, Curwensville, PA 16833.
3. Unless Debtors' bankruptcy case is dismissed, the judgment lien of the Respondent is hereby extinguished and the lien shall not survive bankruptcy or affix to or remain enforceable against the aforementioned property of the Debtors.

FILED

  
United States Bankruptcy Judge

FEB 4 2004

CLERK, U.S. BANKRUPTCY COURT  
WEST. DIST. OF PENNSYLVANIA