

02-1814-CD  
LOWE'S HOME CENTERS, INC. vs. JACOBS HOMES, INC. et al

# FILED

NOV 20 2002

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Attorney for Plaintiff  
17 North Church Street  
Waynesboro, PA 17268  
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don@kornfield.net  
Atty. I.D. #19242

William A. Shaw  
Prothonotary

LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
:   
vs. : CLEARFIELD COUNTY  
:   
JACOBS HOMES, INC. : CIVIL ACTION - LAW  
and BRIAN E. JACOBS :   
Defendants : # 02-1814-CD

## 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 an 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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814/765-2641 ext. 5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## 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.

LOWE'S HOME CENTERS, INC.	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	THE 46TH JUDICIAL DISTRICT, PA.
	:	
vs.	:	CLEARFIELD COUNTY
	:	
JACOBS HOMES, INC.	:	CIVIL ACTION - LAW
and BRIAN E. JACOBS	:	
Defendants	:	#

### COMPLAINT

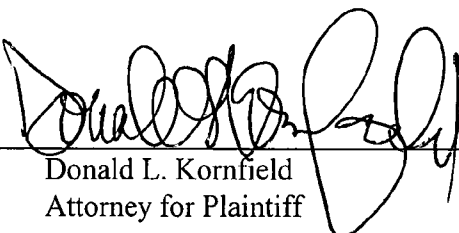
Plaintiff alleges the following cause of action against Defendant.

1. Plaintiff is Lowe's Home Centers, Inc., a North Carolina corporation authorized to do business in Pennsylvania, having offices located at 100 Commons Drive, Dubois, Clearfield County, Pennsylvania.
2. The corporate Defendant is Jacobs Homes, Inc., a business corporation, with offices located at 1305 Bucktail Road, St. Marys, Elk County, Pennsylvania.
3. The individual Defendant is Brian E. Jacobs, a sui juris adult, living and residing at 1305 Bucktail Road, St. Marys, Elk County, Pennsylvania.
4. Defendant Jacobs Homes entered into a Business Charge Account Application with Plaintiff, a copy of which is attached hereto as Exhibit A.
5. Defendant Brian Jacobs signed a Personal Guaranty Agreement on October 8, 2001, a copy of which guaranty is part of the Business Charge Account Application attached hereto as Exhibit A.
6. At various times and at the instance and request of Defendant Jacobs Homes, Plaintiff supplied materials to Defendant Jacobs Homes, on open account.
7. A statement of the sums due Plaintiff from Defendants is attached hereto as Exhibit B and made a part hereof.
8. There is due and owing Plaintiff from both Defendants the sum of \$21,276.41.
9. In spite of repeated demands, Defendants have failed and continue to fail to pay upon the said open account.
10. In the Business Charge Account Application, Defendant Jacobs Homes agreed to pay 15% attorneys fees or more if incurred by Plaintiff in the event legal action to collect the account became necessary.

11. In the guaranty, Defendant Brian Jacobs agreed to pay 15% attorneys fees or more if incurred by Plaintiff in the event legal action to collect the account became necessary.

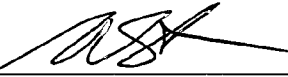
WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of \$21,276.41, together with 15% attorney's fees of \$3,191.46 for a total of \$24,467.87, court costs, expenses, interest and such other damages as may be available at law.

By

  
Donald L. Kornfield  
Attorney for Plaintiff

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

LOWE'S HOME CENTERS, INC.

By   
\_\_\_\_\_  
W.S. Adams

OCT-08 2001 16:52 FR LOWES 1010 CNTR SLS 8143728657 TO 17002227375

P.02

**LOWE'S**  
Home Improvement Warehouse**BUSINESS CHARGE ACCOUNT APPLICATION**  
For Business Accounts up to \$25,000 with Lowe's.

476174-

HB2  
679

**OFFICE USE ONLY**

Store # 1010 Acct. # 547174

Promo Code # \_\_\_\_\_

Business Name (Full Legal Name) JACOBS NAMES, INC. State PA Zip 15857

Street Address 1305 Bucktail Rd City ST. MARYS State PA Zip 15857 County EIK

Mailing Address: P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone (814) 781-6282 Ext. \_\_\_\_\_

Fax (814) 781-3371 E-Mail Address \_\_\_\_\_ Tax Exempt Cert. No. \_\_\_\_\_ (Attach Copy)

(Parent Company) \_\_\_\_\_

Check One: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Government Agency ☐ Other: \_\_\_\_\_

**ACCOUNT TYPE (CHECK ONE)**

☒ (RC) Residential Builder ☐ (CC) Commercial Builder ☐ (MF) Multi-Family Builder ☐ (RR) Repair/Remodel ☐ (RF) Roofer

☐ (DC) Drywall ☐ (MC) Masonry ☐ (PC) Plumber ☐ (EC) Electrical ☐ (PA) Painter

☐ (PM) Property Mgmt. ☐ (IA) Industrial Account ☐ (LS) Landscape Service ☐ (LG) Local Government ☐ (SG) State Government

☐ (MF) Manufacturing ☐ (OT) Other (Explain) \_\_\_\_\_

Year Started 2001 State Incorporated/Organized PA D&B Rating \_\_\_\_\_ Duns Number \_\_\_\_\_

Credit Line Requested: \$5,000 AS REQUIRED FOR HOUSE (up to \$25,000; attach current Financial Statement if over \$10,000)

FINANCIALS BEING PREPARED.

Please provide the following information on each Principal of Applicant (i.e., owner, officer, or partner):

Name and Address	Position	Social Security #	Phone
<u>Brian E. Jacobs</u>	<u>President</u>		<u>(814) 781-6282</u>
_____	_____	_____	_____
_____	_____	_____	_____

Has Applicant filed bankruptcy? ( ) Yes (X) No If yes, please describe on separate sheet and attach.

Is Applicant a defendant in pending litigation? ( ) Yes (X) No Does Applicant owe any judgment? ( ) Yes (X) No

**Trade Credit References:**

Name and Address	Account No.	High Credit	Terms	Phone
<u>BURKES TRUE VALUE - ST. MARYS</u>	_____	_____	_____	<u>(814) 781-1519</u>
<u>34 LUMBER - LANTZ CORNERS</u>	_____	_____	_____	<u>(814) 778-5551</u>
<u>Kohlhaas - DUBOIS</u>	_____	_____	_____	<u>(814) 371-5200</u>
<u>DUBROCK - TSM - ST. MARYS</u>	_____	_____	_____	<u>(814) 834-3111</u>

Commercial Bank/Address NORTHWEST SAVINGS BANK

City ST. MARYS State PA Zip 15857

Contact \_\_\_\_\_ Phone (814) 834-4417

Svcs. Acc. No. \_\_\_\_\_ Ctg. Acc. No. \_\_\_\_\_

Sec. Loan Bal. \$ 55,000 Unsec. Loan Bal. \$ \_\_\_\_\_

CREDIT LINE

Construction Lender/Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact \_\_\_\_\_

No. of Loans \_\_\_\_\_ Total Loan Bal. \$ \_\_\_\_\_

Line of Credit Amount \$ \_\_\_\_\_

( ) Written Purchase Order Only

( ) Oral Purchase Order From Authorized Person

☒ Authorized Purchasers (Provide list to each store in writing on company letterhead)

Applicant, through its undersigned Principal(s), hereby represents, warrants and agrees: (a) that all purchases by Applicant under Lowe's Business Charge Account ("Account") shall be made SOLELY for business, commercial or industrial purposes and NOT for consumer, personal, family, household (b) that Applicant has read, understands and agrees to the terms and conditions of the Business Charge Account Agreement ("Agreement") which is made part of this Application; (c) that all statements and information provided herein (including any attached Financial Statement) are true and accurate; (d) that Lowe's may check with credit reporting agencies and other sources for information regarding the credit of Applicant and/or the undersigned in connection with this Application, in updating, renewing, or extending credit, or in seeking to collect the Account; and (e) that the undersigned is duly authorized to execute this Application on behalf of Applicant and to bind Applicant to the terms and conditions of this Application, including the Agreement.

Brian E. Jacobs

Authorized Principal's Signature

BRIAN E. JACOBS - PRESIDENT

Name and Nature of Principal Relationship (Please Print)

4-16-01

Date

X

Authorized Principal's Signature

Name and Nature of Principal Relationship (Please Print)

Date

**PERSONAL GUARANTY** (Do not sign unless you have read and understand this Application and the Agreement!)

In consideration of the credit extended and/or to be extended to Applicant under this Application and the Agreement, you jointly, severally, and unconditionally guarantee payment of all amounts due to Lowe's by Applicant under the Agreement (including but not limited to late charges and costs of collection, including reasonable attorney's fees), without first requiring Lowe's to pursue payment from Applicant or other guarantors. You agree to pay Lowe's its costs, if any, in enforcing this guaranty, including reasonable attorney's fees. You waive any notices regarding this Application, the Agreement, or this guaranty. You understand and agree that Lowe's may check with credit reporting agencies and other sources of credit information about you in connection with evaluating this guaranty and this Application and in making credit decisions regarding the Account. This guaranty shall remain in effect until the Agreement is terminated and all amounts due thereunder shall have been paid in full.

Brian E. Jacobs

Personal Guarantor's Signature

BRIAN E. JACOBS

Name (Please Print)

159-58-6516

Soc. Sec. #

Theresa Bell

Lowe's Witness Signature or Notary

10-8-01

Date

X

Personal Guarantor's Signature

Name (Please Print)

Lowe's Witness Signature or Notary

Date

Form 94064-POD (Rev. 11/99)

WHITE C

**EXHIBIT**

A

by - Customer

\*\* TOTAL PAGE.02 \*\*

# LOWE'S BUSINESS CHARGE ACCOUNT AGREEMENT

It is understood that various independent and separate corporations use this form. Therefore, within this Agreement, the words "Lowe's," "we," "us," and "our" refer individually to one of the following corporations: "Lowe's Companies, Inc." (a corporation organized and existing under the laws of the State of North Carolina), or one of its subsidiaries, namely: "Lowe's Home Centers, Inc." (a North Carolina corporation), "Lowe's H I W, Inc." (a Virginia corporation), "Eagle Hardware & Garden, Inc." (a Washington corporation) or "The Contractor Yard, Inc." (a North Carolina corporation). The words "you" and "your" refer to each customer for which we have approved an application ("Application") for a Lowe's Business Charge Account ("Account") with a Credit Limit (as defined below) up to \$25,000, any person who signed the Application on behalf of such customer, and each other person authorized to make purchases under the Account.

**1. LOWE'S SUBSIDIARIES.** All parties to this Agreement acknowledge that if this Agreement is executed, or to the extent this Agreement is to be performed, within the states of Arizona, California or Nevada it is an Agreement exclusively with Lowe's H I W, Inc. To the extent this Agreement is to be performed outside of Arizona, California, or Nevada, it is expressly understood that such portion of this Agreement is NOT with Lowe's H I W, Inc. and no rights or remedies shall be available therefrom.

The terms of this Agreement shall inure to the benefit of Lowe's Companies, Inc., as well as its wholly owned subsidiaries. It is agreed that Lowe's Companies, Inc., or any of its wholly owned subsidiaries may bring any action for recourse or remedy sought by "Lowe's." It is further agreed that the other party to this Agreement shall be limited to seeking recourse or remedy exclusively from the specific "Lowe's" corporation with which this Agreement is executed, as evidenced on the signature page, and none other.

**2. ACCOUNT FOR BUSINESS PURPOSES ONLY.** Purchases under the Account may be made only for commercial, industrial or other business purposes. They may not be made for personal, family, household, or other consumer purposes. Because the Account is for business purposes only, important legal duties and obligations that apply to consumer credit accounts are not applicable. We cannot determine the intended purpose of any given purchase you charge to the Account. You alone are responsible for assuring that the Account is used only for business purposes.

**3. AUTHORIZED PURCHASERS.** You agree that Supplier may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided to the supplier's Credit Coordinator a list of authorized purchasers in writing. Purchases and/or deliveries are authorized to be made without signature.

**4. CREDIT LIMIT.** We have granted your application for credit under the Account subject to a specified dollar limit ("Credit Limit"). You agree to keep the total owed to us at any time under the Account within the Credit Limit. We may raise or lower your Credit Limit in our sole discretion. We agree to notify you of any change in your Credit Limit, if required by applicable law.

**5. PROMISE TO PAY.** In return for our extending credit under this Account, you jointly and severally agree to pay for all purchases charged by you to the Account regardless of whether your credit line is exceeded, and all other charges as described below, according to the terms of this Agreement.

**6. BILLING TERMS.** Our regular billing cycle is the 25th of each month, with the balances due and payable net by the 10th of the following month. You agree to pay all amounts charged to the Account on or before their due date. You accept our descriptive billing system of sales invoices and statements for all purchases under the Account.

**7. PURCHASE ORDERS.** If you use purchase orders in connection with the Account, we will try to reflect your purchase order numbers on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices. Any purchase charged to this Account shall be governed solely by the terms and conditions set forth in this Agreement and in Lowe's invoices and statements, and any other terms and conditions in your purchase orders or other procurement documents shall not apply even if submitted to and accepted by us in connection with a purchase under the Account.

**8. LATE CHARGE.** If we do not receive payment in full by the 10th of each month of the total amount owed on the 25th of the previous month ("Balance Due"), your Account will be in default and past due. If we do not receive payment in full of the Balance Due by the 25th, a late charge ("Late Charge") will be assessed beginning on that day and continuing each day thereafter until all amounts due on the Account are paid in full. The Late Charge will be the lesser of (a) the maximum amount permitted by applicable law and (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credits.

**9. RETURNED CHECK CHARGE.** We may impose a charge of \$20 for each check received in payment on the Account which is returned to us as unpaid ("Returned Check Charge").

**10. PAYMENT APPLICATION.** Customer agrees to furnish remittance detail with payment. Each payment on the Account will applied first to any Late Charge, Returned Check Charge, or other charge excluding purchases and then to all unpaid purchases on the Account in the order which they were made, oldest first.

**11. SECURITY INTERESTS/LENS.** We possess the following security interests and liens (collectively "Security Interests"): (a) purchase money security interests in all goods purchased on the Account until they are paid in full, and (b) materialman's and mechanic's liens against real property improved, or to be improved, by goods and services charged to the Account until they are paid in full. You agree to execute such documents and take such other actions as we may request in connection with the perfection, priority and/or enforcement of our Security Interests. You agree not to execute a no lien or lien waiver agreement affecting our materialman's or mechanic's lien rights without our prior written authorization, and any such agreement shall be null and void.

**12. DEFAULT.** You are in default on the Account if you: (a) fail to pay the Balance Due by the 10th of each month, (b) breach any other term or condition of this Agreement, (c) exceed the Credit Limit on your Account, (d) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with the Application, (e) become the subject of a bankruptcy, receivership or other insolvency proceeding, or (f) have a writ or order of attachment, levy or garnishment issued against you or your property. If you default on the Account, we may (i) declare all amounts owed on the Account to be immediately due and payable, (ii) terminate the Account in which event the terms of this Agreement shall continue to govern until the Account is paid in full, (iii) commence a collection action for all amounts owed on the Account, (iv) repossess all goods purchased on the Account and otherwise foreclose and enforce our Security Interests in accordance with applicable law, (v) reduce your credit limit, and (vi) exercise any and all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including attorney's fees and expenses in the amount of 15% of the balance owed on the Account or such higher amount as the court having jurisdiction over the collection action may determine.

**13. CANCELLATION.** You and we each have the right, at any time, to cancel the Account. In the event of cancellation, the terms and conditions of the Agreement shall continue in effect until all amounts owed on the Account are paid in full.

**14. WARRANTY DISCLAIMER.** WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE REFLECTED IN OUR SALES INVOICES. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

**15. RETURN POLICY.** All orders placed for non-stock goods are final unless the manufacturer or distributor authorizes their return. All orders for stock goods are final unless we, in our sole discretion, authorize and accept their return. You will pay us a handling fee and reimburse us for any costs we incur in connection with your return of goods. If we authorize you to return stock goods and they are in good and saleable condition, we will credit your Account. The foregoing is our current return policy ("Return Policy"), and you agree that we may, at any time, change or revoke the Return Policy in our sole discretion.

**16. CREDIT INFORMATION.** Unless and until the Account is canceled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) of the customer with the Account, and each Personal Guarantor of the Account, including information from commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified on your Application for the Account, and such other sources of credit information as we deem appropriate. You also authorize us to report credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.

**17. CREDIT APPROVAL.** This Agreement shall not be effective and binding on us and the Account shall not be activated until such time as we have advised you that your Application has been approved by our Corporate Credit Services Department.

**18. GOVERNING LAW.** This Agreement and the Account are governed by and construed in accordance with the laws of the state of North Carolina (without regard to North Carolina's conflicts of law principles).

**19. ASSIGNMENT.** We may sell, assign, transfer any or all of your Account or any balances due thereunder without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

**20. ENTIRE AGREEMENT.** The Application and this Agreement constitute the entire agreement between you and us regarding the Account and supersede all of our prior written and oral agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and conditions stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter. When required by applicable law, we will provide you with notice of any such changed or additional term. To find out about any changes to this Agreement, you may write to us care of our Vice President-Credit Services.

**21. MAILING ADDRESS OF LOWE'S VICE PRESIDENT OF CREDIT SERVICES:** Lowe's Home Centers, Inc., P.O. Box 1111, North Wilkesboro, NC 28654.  
**ATTN:** Vice President of Credit Services.

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AMERICAN SOFTWARE, INC. A/R INQUIRY - OPEN ITEM DETAIL 11/12/02 AAR140

CURR: USD PAGE: 1

CUSTOMER: 0476174

SUFFIX :

COMP:

JACOBS HOMES INC

CRED RESP: 1214

COM LIM COL DUE HLD

ST MARYS

PA

CONSOL NO:

TYP: AGE: STAT: SHOW: PAY SEQ: CREFNO

START:

ACCT BALANCE

O/I CNT

FUTURE

CURRENT

PAST DUE

21,276.41

56

225.32

21,051.09

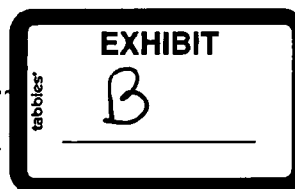
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MORE...

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Date: 11/12/2002 Time: 2:39:20 PM

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AMERICAN SOFTWARE, INC. A/R INQUIRY - OPEN ITEM DETAIL 11/12/02 AAR140  
 CURR: USD PAGE: 5

CUSTOMER: 0476174 SUFFIX : COMP:  
 JACOBS HOMES INC CRED RESP: 1214 COM LIM COL DUE HLD

ST MARYS PA CONSOL NO:

TYP: AGE: STAT: SHOW: PAY SEQ: CREFNO START:

ACCT BALANCE O/I CNT FUTURE CURRENT PAST DUE  
 21,276.41 56 225.32 21,051.09

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fil 83-00  
100 & atty  
200 to sheriff

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13334

LOWE'S HOME CENTERS, INC.

02-1814-CD

VS.

JACOBS HOME, INC. & BRIAN E. JACOBS

COMPLAINT

SHERIFF RETURNS

NOW NOVEMBER 21, 2002, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JACOBS HOMES, INC. and BRIAN E. JACOBS, DEFENDANTS.

NOW NOVEMBER 26, 2002 SERVED THE WITHIN COMPLAINTS ON JACOBS HOMES, INC. and BRIAN E. JACOBS, DEFENDANTS BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON BRIAN E. JACOBS FORMER OWNER OF JACOBS HOMES, INC.

Return Costs

Cost	Description
34.20	SHFF. HAWKINS PAID BY; ATY.
72.80	SHFF. KONTES PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.
<u>127.00</u>	

FILED  
01/4/2003  
JAN 27 2003

William A. Shaw  
Prothonotary

*WAS*

Sworn to Before Me This

27<sup>th</sup> Day Of Jan. 2003

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

So Answers,

*Chester A. Hawkins*  
*My Maundy*  
Chester A. Hawkins  
Sheriff

Lowe's Home Centers, Inc.

IN THE COURT OF COMMON PLEAS  
ELK COUNTY

vs.

No. 02-1814

Jacobs Homes, Inc. and Brian E. Jacobs

STATE OF PENNSYLVANIA  
COUNTY OF ELK

Earl Pontious, Deputy Sheriff, being duly sworn according to law, deposes and says, that he served Jacobs Homes, Inc. and Brian E. Jacobs by handing to Brian E. Jacobs, former owner of Jacobs Homes, Inc., two true and attested copies of the original Complaint at Micala Construction Inc., 416 Main Street, Kersey, Elk County, PA, his place of employment, and made known to him the contents thereof on November 26, 2002 at 11:00 A.M.

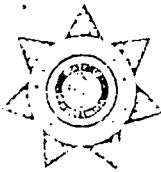
Elk County Sheriff's Costs - \$72.80 PAID

Sworn to and subscribed before me this 26thday of November A.D. 2002

Candace J. [Signature]  
My Commission Expires January 5, 2004  
Notary Public

So Answers:

Thomas C. Korte Sheriff  
Earl C. Pontious Deputy



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

Robert Snyder  
CHIEF DEPUTY  
Cynthia Aughenbaugh  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LOWE'S HOME CENTERS, INC.

TERM & NO. 02-1814-CD

VS

DOCUMENT TO BE SERVED:

JACOBS HOMES, INC. &  
BRIAN E. JACOBS

COMPLAINT

**SERVE BY:** 12/20/02

**MAKE REFUND PAYABLE TO:** DONALD L. KORNFIELD, Attorney

**SERVE:** JACOBS HOMES, INC. AND BRIAN E. JACOBS

**ADDRESS:** 1305 Bucktail Road, St. Marys, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of November 2002.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY



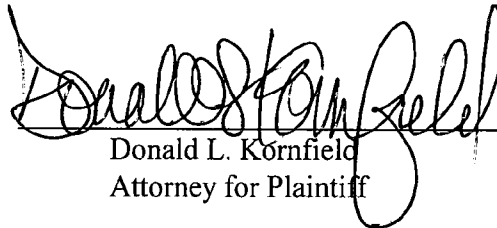
LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
:   
vs. : CLEARFIELD COUNTY  
:   
JACOBS HOMES, INC. : CIVIL ACTION - LAW  
and BRIAN E. JACOBS :   
Defendants : #02-1814-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To the Prothonotary:

Enter judgment in the above-captioned matter in favor of Plaintiff and against **Defendant Jacobs Homes, Inc.** by default for failing to plead within the required time to the complaint which was endorsed with the proper notice to plead.

Assess damages in the amount of \$24,467.87 with interest and costs in favor of Plaintiff and against **Defendant Jacobs Homes, Inc.**

  
Donald L. Kornfield  
Attorney for Plaintiff

Date: January 29, 2003

FILED

JAN 31 2003

0/3:20/4  
William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEFT.

J. H. E.

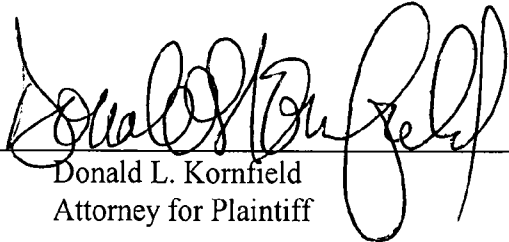
+ STOPPED TO DEFT  
FILED

LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
 :  
vs. : CLEARFIELD COUNTY  
 :  
JACOBS HOMES, INC. : CIVIL ACTION - LAW  
and BRIAN E. JACOBS :  
Defendants : #02-1814-CD

AFFIDAVIT OF SERVICE

I hereby certify that pursuant to Rule 237.1 of Pennsylvania R.C.P., I have given the requisite notice of entry of default judgment of ten days and that the filing of a praecipe for a default judgment is offered to the Prothonotary more than ten days after the mailing of the aforesaid notice to **Defendant Jacobs Homes, Inc.** in the above-captioned matter.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Donald L. Kornfield  
Attorney for Plaintiff

Donald L. Kornfield  
Attorney for Plaintiff  
17 North Church Street  
Waynesboro, PA 17268  
(717) 762-8222  
FAX 762-6544  
don@kornfield.net  
Atty. I.D. #19242

LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
:   
vs. : CLEARFIELD COUNTY  
:   
JACOBS HOMES, INC. : CIVIL ACTION - LAW  
and BRIAN E. JACOBS :   
Defendants : #02-1814-CD

TO: Jacobs Homes, Inc.  
DATE: December 17, 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.

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814/765-2641 ext. 5982**

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**COPY**

---

Donald L. Kornfield  
Attorney for Plaintiff

Donald L. Kornfield  
Attorney for Plaintiff  
17 North Church Street  
Waynesboro, PA 17268  
(717) 762-8222  
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LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
:   
vs. : CLEARFIELD COUNTY  
:   
JACOBS HOMES, INC. : CIVIL ACTION - LAW  
and BRIAN E. JACOBS :   
Defendants : #02-1814-CD

***NOTICE OF FILING DEFAULT JUDGMENT***

TO: Jacobs Homes, Inc.

(X) Notice is hereby given that judgment in the above-captioned matter has been entered against you on the 31<sup>st</sup> day of January, 2003, in the amount of \$24,467.87.

( ) A copy of all documents filed with the Prothonotary in support of this matter are enclosed.

  
\_\_\_\_\_  
Prothonotary

By \_\_\_\_\_

If you have any questions regarding this Notice, please contact the filing party:

Donald L. Kornfield, Esq.  
17 North Church Street  
Waynesboro, PA 17268  
(717) 762-8222

NOTICE MAILED: \_\_\_\_\_

Prothonotary

LOWE'S HOME CENTERS, INC. : IN THE COURT OF COMMON PLEAS OF  
 Plaintiff : THE 46TH JUDICIAL DISTRICT, PA.  
 :  
 vs. : CLEARFIELD COUNTY  
 :  
 JACOBS HOMES, INC. : CIVIL ACTION - LAW  
 and BRIAN E. JACOBS :  
 Defendants : #02-1814-CD

**TRANSCRIPT OF JUDGMENT**

Judgment was entered in the above-captioned matter in favor of Plaintiff and against Defendant Jacobs Homes, Inc. on \_\_\_\_\_, 2003, in the amount of \$24,467.87.

\_\_\_\_\_  
 Prothonotary

**SATISFACTION OF AUTHORITY**

Acknowledgement not required when Power of Attorney is filed in Prothonotary's Office.

The debt, interest and costs of the within judgment have been paid in full, and the Prothonotary is hereby authorized to enter satisfaction thereof.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA)  
 ) SS  
 COUNTY OF \_\_\_\_\_)

*(Individual Acknowledgement)*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the above instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*(Corporate Acknowledgement)*

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

COPY

Lowe's Home Centers, Inc.

Vs.

NO. 2002-01814-CD

Jacobs Homes, Inc. and  
Brian E. Jacobs

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Lowe's Home Centers, Inc. and against Jacobs Homes, Inc. and Brian E. Jacobs on January 31, 2003, in the amount of \$24,467.87.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 10th day of February, A.D., 2003.

William A. Shaw  
Prothonotary

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

Date: 02/10/2003

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:14 AM

ROA Report

Page 1 of 1

Case: 2002-01814-CD

Current Judge: No Judge

Lowe's Home Centers, Inc. vs. Jacobs Homes, Inc., Brian E. Jacobs

Civil Other

Date	Selected Items	Judge
11/20/2002	Filing: Civil Complaint Paid by: Donald L. Kornfield Receipt number: 1851667 Dated: 11/20/2002 Amount: \$85.00 (Check) One CC to Atty. 2 CC to Sheriff.	No Judge
01/27/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
01/31/2003	Filing: Praeipce for Default Judgment Paid by: Kornfield, Donald Receipt number: 1854888 Dated: 01/31/2003 Amount: \$20.00 (Check) Judgment entered against the Defendant Jacobs Homes, Inc. in the amount of \$24,467.87 Notice to Defendants.	No Judge

**Kimberly S. Runshaw**

**Paralegal**

**17 North Church Street  
Waynesboro, PA 17268**

**Law Offices of  
Donald L. Kornfield**

Phone: (717) 762-8222

Fax: (717) 762-6544

kim@kornfield.net

February 4, 2003

Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Lowe's Home Centers, Inc.  
vs. Jacobs Homes, Inc. and Brian E. Jacobs  
#02-1814-CD  
Judgment Amount \$24,467.87

Dear Prothonotary:

Kindly provide the undersigned with an exemplified record of the above-captioned judgment.

Sincerely,



Kimberly S. Runshaw

Enc.