

03-1341-CD
HAJOCA CORPORATION vs. TIMBERWOLF COMPANY, INC.

THIS IS AN ARBITRATION CASE

**ASSESSMENT OF DAMAGES HEARING
IS NOT REQUIRED**

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF

IDENTIFICATION #02604

P.O. Box 30477

Hajoca Corporation

Philadelphia, Pennsylvania 19103-8477

(215) 568-5621

Hajoca Corporation
950 Township Line Road
Chester PA 190013

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL DIVISION

vs.

Timberwolf Company Inc.
RT 453 POB 183
Smokerun PA 16681

: NO. 03-1341-CD

**COMPLAINT
CIVIL ACTION**

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.

Name **DAVID S. MEHOLICK, COURT ADMINISTRATOR**
Address **CLEARFIELD COUNTY COURTHOUSE**
City **CLEARFIELD, PA 16830**

Tel. No. (814) 765-2641 ext. 5982

FILED

SEP 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

1. Plaintiff is Hajoca Corporation. Defendant is Timberwolf Company Inc.

COUNT I

2. At the oral instance and request of Defendant, Plaintiff sold and delivered to Defendant goods and services at the times, of the kinds, in the quantities and for the prices set forth in Plaintiff's books of original entry, a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A".

3. Defendant received and accepted the goods and services described in Exhibit "A".

4. The prices, including service and/or other charges, if any, which are set forth in Exhibit "A", are the fair, reasonable and market prices and the prices which Defendant agreed to pay.

5. All credits, if any, to which Defendant is entitled are set forth in Exhibit "A".

6. Although demand has been made, Defendant has failed to make payment of the amount due as above. As a result of the foregoing, there is due and owing from Defendant to Plaintiff the sum of \$1,968.23, which includes attorney's fees of \$510.28 in accordance with the credit application and/or terms of sale.

WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant the sum of \$1,968.23, with interest at 24% from June 25, 2003 and costs on Count I.

COUNT II

7. Paragraphs 1 through 6 are incorporated by reference.

8. On or before June 25, 2003, Plaintiff delivered goods and services to Defendant at the times, of the kinds, in the quantities, and for the prices set forth in Plaintiff's books of original entry, true and correct copies of which are shown as Exhibit "A".

9. Defendant received and accepted the goods and services shown on Exhibit "A", and benefited thereby.

10. The goods and services have a reasonable worth of \$1,968.23.

11. Defendant received the benefit of the goods and services from Plaintiff and it is unconscionable for Defendant to receive those benefits without making restitution to Plaintiff.

12. It can be inferred from the acts in the light of the surrounding circumstances that Defendant implied that it would pay Plaintiff for the goods and services.

13. Under the circumstances of the case, the ordinary course of dealing and the common understanding of mean, there is shown a mutual intention by Plaintiff to sell and Defendant to pay for the goods and services.

14. Under the circumstances, the goods and services were delivered to Defendant under an implied promise to pay as much as they were reasonably worth.

15. All conditions precedent to the present action have occurred or been performed.

16. Defendant is liable to the Plaintiff in the sum of \$1,968.23 under the theory of quantum valebant, quantum meruit, quasi contract, implied contract, goods had and received, and/or unjust enrichment.

WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant(s) the sum of \$1,968.23 with interest at 24% from June 25, 2003 and costs.

MORRIS & ADELMAN, P.C.

BY: 

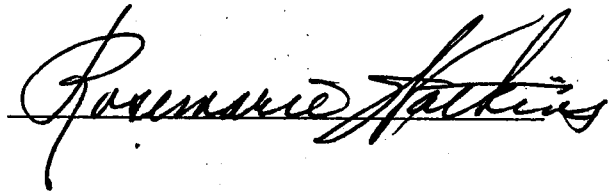
JAMES W. ADELMAN, ESQUIRE
Attorneys For Plaintiff
Post Office Box 30477
Philadelphia, PA 19103-8477
(215) 568-5621

VERIFICATION

ROSEMARIE WATKINS, states that ~~he~~ she is DISTRICT
CREDIT MANAGER of HATOCH CORPORATION

and that the facts set forth in the foregoing AFFIDAVIT

_____ are true and correct to the best of his/ her
knowledge, information and belief, and that this statement is made subject to the
penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Dated:

8/19/03

151

APPLICATION FOR COMMERCIAL CREDIT

HAJOCA CORPORATION

O HAJOCA CORPORATION: For the purpose of procuring and establishing credit, from time to time, with HAJOCA, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

MAIL THIS APPLICATION TO:

PENSTAN SUPPLY
401 E. Pleasant Valley Blvd.
Allentown, PA 18602

APPLICANT BUSINESS OR CORPORATE NAME

The TIMBERWOLF CO. INC.

APPLICATION DATE
3-27-00

BUSINESS STREET ADDRESS

RT 453

BILLING ADDRESS

P.O. BOX 183

SMOKE RUN

COUNTY

Clearfield

STATE

PA

ZIP

16681

WE ARE ENGAGED IN THE BUSINESS OF

AMOUNT OF MONTHLY CREDIT DESIRED

BUSINESS TELEPHONE NO.

(814) 378-6200

YEAR BUSINESS WAS ESTABLISHED

1998

CONTRACTOR'S LICENSE NO.

25-170-6876

SALES TAX EXEMPT

☒ YES ☐ NO

IF YOU CHECKED YES, PLEASE ATTACH A COPY OF YOUR VALID EXEMPTION CERTIFICATE

TYPE OF BUSINESS

☐ PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION

PARENT FIRM

DAYKIN

BUSINESS BUILDING IS

☒ OWNED ☐ RENTED

MONTHLY STATEMENT OF ACCOUNT REQUIRED

☒ YES ☐ NO

OWNERS IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP OFFICERS IF A CORPORATION

NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
RAISA LEWIS	PRES	P.O. BOX 183 SMOKE RUN	(814) 378-6201
Robert D'Donnell	INGEN.	BEKARIA	(814) 378-7012
NAME	TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION

NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
NBOC BANK	MELTZDORF, PA 16651	11-00052704	MANUFACTURER

TRADE REFERENCES

NAME	ADDRESS	PHONE	AMOUNT OWING
TRUE VALVE	MELTZDORF	(814) 378-6114	\$ 3,000.00
INTER. PROD. SYS.	Memphis, TN	(901) 358-4446	\$ 5,000.00
Ken's Stop Shop	Gettysburg, PA	(814) 678-5258	\$ 8,000.00

Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever been a voluntary or involuntary bankrupt or been adjudged bankrupt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any past due obligations by Applicant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

In consideration of HAJOCA Corporation (referred to herein as "HAJOCA"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by HAJOCA within thirty (30) days from the date of HAJOCA's invoice for said items. The applicable discount may be taken if the invoice is paid no later than the tenth (10th) day of the month following purchase: NET thereafter. All accounts are due and payable at the remittance address shown on the HAJOCA invoice. Applicant agrees that each of the terms and conditions of sale stated on the HAJOCA invoices shall be a term of the contract of each sale from HAJOCA to Applicant. Applicant acknowledges that a monthly service charge of the highest amount legally allowed in this State may be made on all sums due to HAJOCA which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge will be due and payable on the thirty-first (31st) day after the original invoice date, and an additional service charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed a waiver of future service charges. Applicant further agrees that with regard to such service charges, Applicant and HAJOCA are parties to a written contract. In the event of default in payment and if an attorney is retained for collection, Applicant agrees to pay all costs of collection, including, but not limited to, an attorney fee equal to the greater of 33 1/3% of the monies due to HAJOCA or an attorney fee equal to the hourly fee charged by HAJOCA's attorneys multiplied by the hours expended by said attorneys. Attorney fees shall be paid by Applicant when incurred for consultation, trial or appellate services, whether suit be brought or not. Furthermore, Applicant expressly agrees that regardless of place of payment, all suits at law or in equity for breach of this Agreement or for default in payment shall be instituted and maintained in any Court of competent jurisdiction as designated by HAJOCA and Applicant hereby expressly waives any venue rights. The terms of this Agreement shall be governed by the laws of this State and the parties agree to submit to the jurisdiction of this State. The undersigned warrants the above Agreement has been carefully read and the Applicant understands the same. Applicant authorizes HAJOCA to obtain credit and financial information concerning the Applicant at any time and from any source.

198-74-7461
APPLICANT'S SOCIAL SECURITY NO.
25-170-6876
APPLICANT'S FEDERAL TAX NO.

NAME OF APPLICANT
RAISA LEWIS
SIGNED BY
Linda G. Lewis
TITLE
PRES

PERSONAL GUARANTY

For value received to induce HAJOCA Corporation ("HAJOCA") to extend credit to the Customer, the Guarantor (even if more than one) hereby warrants and unconditionally guarantees to HAJOCA the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Customer to HAJOCA, including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for, or established credit line. Guarantor further agrees to waive all venue rights and to pay all expenses, including expenses of court costs and attorney or agency fees paid or incurred by HAJOCA in endeavoring to collect such indebtedness or any part thereof or in enforcing this Guaranty as stated in the application. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Customer, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. HAJOCA may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of the Guaranty, and the guaranty shall continue as to credit extended such other entity. This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by HAJOCA, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be less than seven (7) days after the described notice is received and shall not affect transactions with Customer entered into prior to the termination date.

Witness
Bob O'Donnell
Witness

Date
Date
Guarantor
Guarantor

APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL


HAJOCA CORPORATION
STATEMENT OF ACCOUNT

 ACCOUNT: 131 882470
 AS OF 07/17/03

 PENSTAN SUPPLY
 A DIVISION OF HAJOCA CORPORATION
 401 E PLEASANT VALLEY BLV
 ALTOONA, PA 16602
 Phone: (814) 944-8163

 THE TIMBERWOLF CO INC
 RT 453
 PO BOX 183
 SMOKERUN PA 16681

 Please remit your payment with
 a copy of this statement to:

 HAJOCA CORPORATION
 P O BOX 7777-W9470
 PHILADELPHIA PA 19175

DATE	No.	DOCUMENT #	AMOUNT	DISCOUNT	CUSTOMER REFERENCE
01/07/03	131	370600	271.03		INVOICE
01/13/03	131	370316	252.75		INVOICE
01/20/03	131	371498	227.77		INVOICE
01/22/03	131	370650	18.48		INVOICE
01/22/03	131	371104	219.35		INVOICE
01/25/03	131	012503	62.87		SERVICE CHARGE
01/27/03	131	371836	234.56		INVOICE
02/25/03	131	022503	73.22		SERVICE CHARGE
03/25/03	131	032503	24.48		SERVICE CHARGE
04/25/03	131	042503	24.48		SERVICE CHARGE
05/25/03	131	052503	24.48		SERVICE CHARGE
06/25/03	131	062503	24.48		SERVICE CHARGE
TOTAL PAST DUE		CURRENT		GROSS AMT DUE	AMOUNT DUE THIS STATEMENT
1,433.47		24.48		1,457.95	1,457.95

 Last payment: \$3,143.64 received 3/18/03
 Service charge assessed on past due invoices



Penstan Supply

DIVISION OF HAVOC CORPORATION
1011 Peachtree Valley, Atlanta, GA 30329
TEL 404-514-8163
FAX 404-514-5025

CUSTOMER'S
ORDER NO.

INVOICE NUMBER
131-370600

882470

0016

THE TIMBERWOLF CO INC

RT 453

PO BOX 183

SMOKE RUN

PA 16681

SHIP TO

TO

JOB NAME & ADDRESS

DATE SHIPPED

1

3

131-370600

WRITTEN BY

DATE

WHEN SHIP

PREPAID

PREPAY

COLLECT

VIA

07

1-7-03

ALPHABETICAL FILE COPY

20	2"	L Hand Cgppr	20	275	Net	5500	2
12	2	C + F 90	12	581		6972	
8	2	C + F Adgt	8	848		6984	
102	TC 218	Ppr Description	102	694		7038	
1	Hand	15670 Dgpr	1	809c		8.09	

*CODE TO ADJUST YOUR PROMPTLY CONCERN YOUR ORDER.
THIS CODE IS USED ON OUR INVOICES.

BO - BACK ORDERED, WILL SHIP
UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.

SO - ORDERED SHIPPED DIRECT FROM FACTORY.

* INVOICE DATE IS SAME AS DATE SHIPPED UNLESS OTHERWISE INDICATED.

THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAMED HEREIN.
ABOVE MATERIAL RECEIVED:

MERCHANDISE

27103

SHIPPING CHARGE

SALES TAX

TOTAL

771.83

NET

FORM 10000

SIGNED

DATE



--	--

2692

• INVOICE DATE IS SAME AS DATE SHIPPED UNLESS OTHERWISE INDICATED.

4
5
6
7
8

17/170	2
7441	1
1395	1
4164	1
316	1
2688	1



Penstar Supply

WILSON, PA CO. CORPORATION
1814 944-8163
1814 944-8025

1814 944-8163
1814 944-8025

PO BOX 183
SMOKE RUN PA 16681

0016

1-21-63

PA 16681

SHIP TO

JOB NAME & ADDRESS

DATE WHEN SHIP PREPAID PREPAY COLLECT VIA DATE SHIPPED
1-21-63 A, A, P X 017 1-22-63

ALPHABETICAL FILE COPY

Table with 4 columns: Item #, Description, Quantity, Price. Row 1: 1, 124v Zone Valve, 1, 308.00. Row 2: 2, CYC coupling, 1, 18.48.

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU ARE AGREEING TO THE TERMS ON THE REVERSE AND ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER. THIS CODE IS USED ON OUR INVOICES.
DO - BACK ORDERED, WILL SHIP
C - CANCELED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.
SO - ORDERED SHIPPED DIRECT FROM FACTORY.
* INVOICE DATE IS SAME AS DATE SHIPPED UNLESS OTHERWISE INDICATED.

THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAMED HEREIN.
ABOVE MATERIAL RECEIVED:

Summary table with 2 columns: Description, Amount. Rows: MERCHANDISE (18.48), SHIPPING CHARGE, SALES TAX, TOTAL (18.48).

INVOICE NUMBER
131-370650

In The Court of Common Pleas of Clearfield County, Pennsylvania

HAJOCA CORPORATION

VS.

TIMBERWOLF COMPANY INC.

Sheriff Docket # 14565

03-1341-CD

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 1, 2003 AT 10:12 AM SERVED THE WITHIN COMPLAINT ON TIMBERWOLF COMPANY, INC, DEFENDANT AT RESIDENCE, RT. 43, PO BOX 183, SMOKE RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MRS. LEWIS, WIFE 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
84.24	SHERIFF HAWKINS PAID BY: <i>atty</i>
10.00	SURCHARGE PAID BY: ATTY Ck# 19936

Sworn to Before Me This

10 Day Of Oct 2003

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

So Answers,

[Signature]
by *Marilyn Hamer*
Chester A. Hawkins
Sheriff

FILED

OCT 10 2003
012151
William A. Shaw
Prothonotary/Clerk of Courts

I hereby certify that the above names are correct and Precise Business Address the judgment creditor is

Address : 950 Township Line Road
: Chester PA 190013

Address of : RT 453 POB 183
Defendant : Smokerun PA 16681

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION #02604

P.O. Box 30477

Hajoca Corporation

Philadelphia, Pennsylvania 19103-8477

(215) 568-5621

Hajoca Corporation
950 Township Line Road
Chester PA 190013

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL DIVISION

vs.

Timberwolf Company Inc.
RT 453 POB 183
Smokerun PA 16681

:
:
:
:
:
: NO. 03-1341-CD

FILED

NOV 06 2003

ORDER FOR ENTRY OF JUDGMENT
AND ASSESSMENT OF DAMAGES

William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

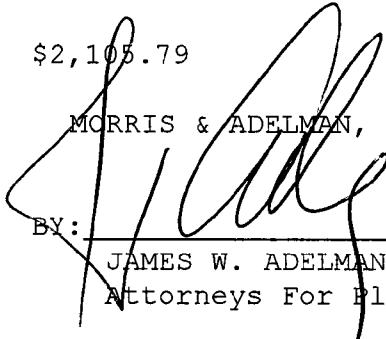
Enter judgment in favor of the Plaintiff, Hajoca Corporation, and against t Defendant(s), Timberwolf Company Inc., in the above-entitled proceeding in the of \$2,105.79 for failure to file an Answer, and assess damages as follows:

Amount of Claim \$1,968.23

Interest from June 25, 2003 \$ 137.56

TOTAL \$2,105.79

MORRIS & ADELMAN, P.C.

BY: 
JAMES W. ADELMAN, ESQUIRE
Attorneys For Plaintiff

Damages Assessed As Above:

Prothonotary

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF
IDENTIFICATION #02604

P.O. Box 30477

Hajoca Corporation

Philadelphia, Pennsylvania 19103-8477

(215) 568-5621

Hajoca Corporation
950 Township Line Road
Chester PA 190013

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL DIVISION

vs.

Timberwolf Company Inc.
RT 453 POB 183
Smokerun PA 16681

: NO. 03-1341-CD

CERTIFICATION

I hereby certify that I sent a Notice Of Intention to file a default judgment to Defendant(s) by mail pursuant to Pa. R.C.P. 237.1, a true and correct copy of which is attached hereto as Exhibit "A".

MORRIS & ADELMAN, P.C.

BY:

JAMES W. ADELMAN, ESQUIRE
Attorneys For Plaintiff

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION #02604

P.O. Box 30477

Hajoca Corporation

Philadelphia, Pennsylvania 19103-8477

(215) 568-5621

Hajoca Corporation

950 Township Line Road

Chester PA 190013

: COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

: CIVIL DIVISION

:

vs.

:

:

Timberwolf Company Inc.

RT 453 POB 183

Smokerun PA 16681

: NO. 03-1341-CD

TO: Timberwolf Company Inc.

RT 453 POB 183

Smokerun PA 16681

DATE OF NOTICE: October 22, 2003

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 (10) 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DON'T HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

AVISO IMPORTANTE

USTED ESTA EN REBELDIA PORQUE HA FALLADO EN TOMAR LA ACCION EXIGIDA DE SU PARTE EN ESTE CASO. A MENOS DE QUE USTED ACTUE DENTRO DE DIEZ DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE REGISTRAR UNA SENTENCIA CONTRA USTED, SIN EL BENEFICIO DE UNA AUDIENCIA Y PUEDE PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE AVISO A UN ABOGADO, DEBE COMUNICARSE CON LA SIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE OBTENER AYUDA LEGAL:

LAWYER REFERENCE SERVICE

David S Meholic, Ct Admin

Clearfield County Courthouse

230 E Market St

Clearfield PA 16830

(Signature of Plaintiff or Attorney)

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY

TO: TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL DIVISION
:
:
:
:
:
: NO. 03-1341-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

- ☐ Judgment Against Garnishee
- ☐ Complaint (Confession of Judgment)
- ☐ Judgment transferred from another jurisdiction
- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitrators
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: JAMES W. ADELMAN, ESQUIRE

At this telephone number: 215-568-5621

COPIES

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

Hajoca Corporation
Plaintiff(s)

No.: 2003-01341-CD

Real Debt: \$2,105.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timberwolf Company, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 6, 2003

Expires: November 6, 2008

Certified from the record this 6th day of November, 2003

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
CLEARFIELD COUNTY, PENNSYLVANIA

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681 and
NBOC BANK, Garnishee

NO. 03-1341-CD

FILED

DEC 29 2003

William A. Shaw
Prothonotary Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter.

- (1) directed to the Sheriff of Clearfield County
- (2) against TIMBERWOLF COMPANY INC., defendant; and
- (3) against NBOC BANK, garnishee;
- (4) and index this writ
 - (A) against _____, defendant and
 - (B) against _____, as garnishee, as
a lis pendens against real property of the defendant in name of
garnishee as follows:

All accounts, funds, deposits, debts, or other items of
personal property standing in the name of the defendant.

(5) Amount Due: \$ 2,105.79

Attorney's Commission \$ _____

Interest from 11/6/03 \$ _____

125.00 Prothonotary costs

Attorney for Plaintiff

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

COPY

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

No. 03-1341-CD

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681 and
NBOC BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HAJOCA CORPORATION,
Plaintiff(s) from TIMBERWOLF COMPANY INC., Defendant(s).

(1) You are directed to levy upon the property of the
defendant(s) and to sell interest(s) therein:
TIMBERWOLF CO. INC., Rt. 453, P.O. Box 183, Smokerun, PA 16681

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

NBOC BANK, 1800 Daisy St., Clearfield, PA 16830, Garnishee(s)
and to notify the garnishee(s) that: (a) an attachment has
been issued; (b) the garnishee(s) is/are enjoined from
paying any debt to or for the account of the
defendant(s) and from delivering any property of the
defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$ 2,105.79
INTEREST: 11/6/03

PAID: \$ _____

SHERIFF: \$ _____
PROTH. COSTS: \$ 125.00
OTHER COSTS: \$ _____

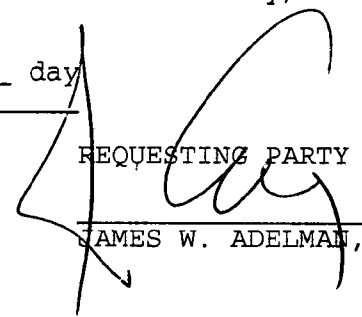
ATTY'S COMM: \$ _____
DATE: 12/29/03

WILLIAM A. SHAW
Prothonotary/Clerk Civil Div.

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

REQUESTING PARTY NAME:

Sheriff



JAMES W. ADELMAN, ESQUIRE

You are hereby notified to plead to the enclosed Interrogatories within twenty (20) days from service hereon or a default judgment may be entered against you.

MORRIS & ADELMAN, P.C.

Attorneys for Plaintiff

MORRIS & ADELMAN, P.C.
BY: JAMES W. ADELMAN, ESQUIRE
IDENTIFICATION # 02604
1920 Chestnut Street, S/300
P.O. Box 30477
Philadelphia, PA 19103-8477
(215) 568-5621

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681 and
NBOC BANK,
Garnishee

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

NO. 03-1341-CD

INTERROGATORIES TO GARNISHEE

TO: NBOC BANK
1800 Daisy Street
Clearfield, PA 16830
Garnishee

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to [him] the defendant on any negotiable or other written instrument, or did [he] the defendant claim that you owed [him] the defendant any money or were liable to [him] the defendant for any reasons? State the amount specifically.

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property.

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for?

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to [his] the defendant's direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically.

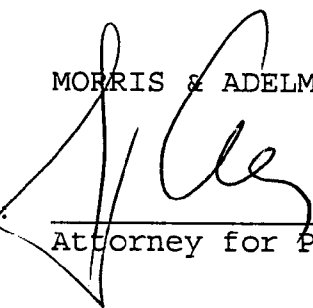
7. Did the Garnishee ever have an account of any type with the Defendant:

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to the Bank or signed for the Bank establishing the account.
- (b) State the Bank's understanding of the legal composition of its customer and identify all documents the Bank has that showed that legal composition.
- (c) State all addresses given for the Bank's customer and all addresses to which the account statements were to be sent.

MORRIS & ADELMAN, P.C.

BY


Attorney for Plaintiff

You are hereby notified to
plead to the enclosed
Interrogatories within twenty
(20) days from service hereon
or a default judgment may be
entered against you.

MORRIS & ADELMAN, P.C.

Attorneys for Plaintiff

MORRIS & ADELMAN, P.C.
BY: JAMES W. ADELMAN, ESQUIRE
IDENTIFICATION # 02604
1920 Chestnut Street, S/300
P.O. Box 30477
Philadelphia, PA 19103-8477
(215) 568-5621

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681 and
NBOC BANK,
Garnishee

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

NO. 03-1341-CD

INTERROGATORIES TO GARNISHEE

TO: NBOC BANK
1800 Daisy Street
Clearfield, PA 16830
Garnishee

FILED No
m/2:05/04 CC
FEB 09 2004 Q
HSA

William A. Shaw
Prothonotary/Clerk of Courts

You are required to file answers to the following Interrogatories
within twenty (20) days after service upon you. Failure to do so may
result in judgment against you.

1. At the time you were served or at any subsequent time, did
you owe the Defendant any money or were you liable to [him] the
defendant on any negotiable or other written instrument, or did [he]
the defendant claim that you owed [him] the defendant any money or were
liable to [him] the defendant for any reasons? State the amount
specifically.

No

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

No

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

No

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property.

No

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for?

No

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to [his] the defendant's direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically.

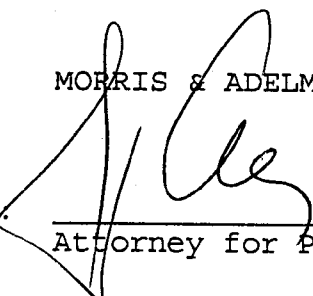
No

7. Did the Garnishee ever have an account of any type with the Defendant: Yes, commercial loan account #92517068760006984 in the original amount of \$45,573.79.

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to the Bank or signed for the Bank establishing the account. Closed savings account #011-14009253 and closed checking account #011-00052704.
- (b) State the Bank's understanding of the legal composition of its customer and identify all documents the Bank has that showed that legal composition. Corporate Resolution, certification of officers, and signature cards.
- (c) State all addresses given for the Bank's customer and all addresses to which the account statements were to be sent. P.O. Box 183, Smoke Run, PA 16681

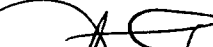
MORRIS & ADELMAN, P.C.

BY  _____
Attorney for Plaintiff

VERIFICATION

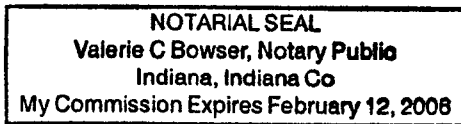
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Indiana)

On this 4 day of February 2004 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.


John E. Walker, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
this 4 day of February 2004

Valerie C Bowser
Notary Public



MORRIS & ADELMAN, P.C.
BY: JAMES W. ADELMAN, ESQUIRE
IDENTIFICATION #02604
P.O. Box 30477
Philadelphia, Pennsylvania 19103-8477
(215) 568-5621

ATTORNEY FOR PLAINTIFF

Hajoca Corporation
950 Township Line Road
Chester PA 190013

Hajoca Corporation

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

vs.

Timberwolf Company Inc.
RT 453 POB 183
Smokerun PA 16681

and

First Commonwealth Bank (NBOC Bank):
Garnishee

NO. 03-1341-CD

ORDER TO DISCONTINUE ATTACHMENT

TO THE PROTHONOTARY:

Kindly discontinue the attachment against the garnishee, First Commonwealth Bank (NBOC Bank), only in the above-captioned matter.

MORRIS & ADELMAN, P.C.

BY:

JAMES W. ADELMAN, ESQ
Attorneys For Plaintiff

So Ordered as above:

Prothonotary

FILED

FEB 11 2004

William A. Shaw
Prothonotary

JWA0207.2

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

CIVIL DIVISION



Hajoca Corporation

Vs.

No. 2003-01341-CD

Timberwolf Company, Inc.

and

First Commonwealth Bank (NBOC Bank)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 11, 2004, marked:

Discontinued, Settled and Ended against Garnishee, First Commonwealth Bank (NBOC Bank) ONLY.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of February A.D. 2004.

A handwritten signature of William A. Shaw in cursive script, positioned above a horizontal line.

William A. Shaw, Prothonotary

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF
IDENTIFICATION #02604 Hajoca Corporation
P.O. Box 30477
Philadelphia, Pennsylvania 19103-8477
(215) 568-5621

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL DIVISION

VS.

:
:
: NO. 03-1341-CD

TO THE PROTHONOTARY:

Please mark the judgment in the above-entitled case
satisfied upon payment of your costs only.

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN,
Attorneys For Plaintiff

So ~~Ordered~~ As ~~Above~~:

Prothonotary

FILED

NOV 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

13
1cc Satis.
to Atty
Atty pd. 7.00
urts

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Hajoca Corporation

No.: 2003-01341-CD

Vs.

Debt: \$2,105.79

Timberwolf Company, Inc.

Atty's Comm.:

Interest From:

Cost: \$7.00

NBOC BANK

NOW, Monday, November 08, 2004 , directions for satisfaction having been received,
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of November, A.D. 2004.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14991
NO: 03-1341-CD

PLAINTIFF: HAJOCA CORPORATION
vs.
DEFENDANT: TIMBERWOLF COMPANY INC.

WRIT OF EXECUTION PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 12/30/2003

LEVY TAKEN 02/18/2004 @ 2:10 PM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/20/2005

DATE DEED FILED **NOT SOLD**

0195781
JUN 20 2005 @
Prothonotary, Court of Common Pleas

DETAILS

02/18/2004 @ 2:10 PM SERVED TIMBERWOLF COMPANY, INC.

SERVED TIMBERWOLF COMPANY, INC. DEFENDANT, BY HANDING TO JERRY LEWIS, OWNER OF
TIMBERWOLF COMPANY, INC. AT HIS PLACE OF EMPLOYMENT RT 453, P. O. BOX 183, SMIKERUN,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY
MAKING KNOWN TO HIM THE CONTENTS THEREOF.

01/09/2004 @ 1:22 PM SERVED NBOC BANK

SERVED NBOC BANK, GARNISHEE, BY HANDING TO DIANE KASPICK, MANAGER OF NBOC BANK, AT HER
PLACE OF EMPLOYMENT NBOC BANK, 1800 DAISY STREET, CLEARFIELD, CLEARFIELD COUNTY,

A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND
BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 18, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY NOT TO PROCEED WITH THE
PERSONAL PROPERTY SALE.

@ SERVED

NOW, JUNE 20, 2005 RETURN WRIT AS NO SALE HELD SALE WAS CANCELED BY THE PLAINTIFF'S
ATTORNEY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14991
NO: 03-1341-CD

PLAINTIFF: HAJOCA CORPORATION
VS.
DEFENDANT: TIMBERWOLF COMPANY INC.


WRIT OF EXECUTION PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$114.88

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

HAJOCA CORPORATION
950 Township Line Road
Chester, PA 19013

No. 03-1341-CD

vs.

TIMBERWOLF COMPANY INC.
Rt. 453, P.O. Box 183
Smokerun, PA 16681 and
NBOC BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HAJOCA CORPORATION,
Plaintiff(s) from TIMBERWOLF COMPANY INC., Defendant(s).

(1) You are directed to levy upon the property of the
defendant(s) and to sell interest(s) therein:
TIMBERWOLF CO. INC., Rt. 453, P.O. Box 183, Smokerun, PA 16681

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

NBOC BANK, 1800 Daisy St., Clearfield, PA 16830, Garnishee(s)
and to notify the garnishee(s) that: (a) an attachment has
been issued; (b) the garnishee(s) is/are enjoined from
paying any debt to or for the account of the
defendant(s) and from delivering any property of the
defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$ 2,105.79
INTEREST: 11/6/03

PAID: \$ _____

SHERIFF: \$ _____
PROTH. COSTS: \$ 125.00
OTHER COSTS: \$ _____

ATTY'S COMM: \$ _____
DATE: 12/24/03

William A. Shaw
WILLIAM A. SHAW
Prothonotary/Clerk Civil Div.

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

Received this writ this 30th day
of December A.D. 2003
at 9:00 A.M./P.M.

REQUESTING PARTY NAME:

Charles A. Hawkins
Sheriff

by Cynthia Butcher-Aighenbaugh

James W. Adelman
JAMES W. ADELMAN, ESQUIRE

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME TIMBERWOLF COMPANY, INC.

NO. 03-1341-CD

NOW, June 18, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Timberwolf Company Inc. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	16.56
LEVY	20.00
MILEAGE	16.56
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.48
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	8.28
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$114.88

DEBT-AMOUNT DUE	2,105.79
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	30.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$2,375.67

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	114.88
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$239.88
TOTAL COSTS	\$2,375.67

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

LAW OFFICES
MORRIS & ADELMAN, P.C.

JAMES W. ADELMAN
KENNETH F. CAROBUS
ROBERT M. MORRIS*

*ALSO ADMITTED TO PRACTICE
CALIFORNIA AND NEW JERSEY

1920 CHESTNUT STREET
P.O. BOX 30477
PHILADELPHIA, PA 19103

215-568-5621
800-745-8058
FAX: 215-568-3253

COUNSEL TO THE FIRM
ROBERT I. MORRIS
HORACE A. STERN

E-mail: mail@morrisadelman.com

March 18, 2004

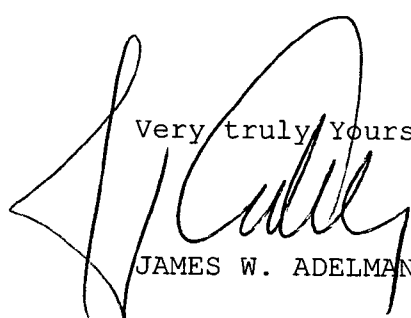
Sheriff of Clearfield County
Clearfield County Courthouse
1 N. Second St. Suite 116
Clearfield, PA 16830

Case Name: Hajoca Corporation
vs: Timberwolf Company Inc.
RT 453 POB 183
Smokerun PA 16681
Case No: 03-1341-CD
Our file no. 31595

Dear Sirs:

The client has decided not to proceed with the Sale in this matter scheduled by your office even though it has not received any payment on account of the judgment. Thank you.

Very truly Yours,



JAMES W. ADELMAN

Please send all correspondence
to our post office box.

JWA0318.5