



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PATTERSON DENTAL SUPPLY, INC.

Plaintiff(s)

-vs-

CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY

Defendant(s)

NO. 04-1534-CD  
IN CIVIL ACTION

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

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

11/29/04 Document  
Reinstated/Released to Sheriff/Attorney  
for service.  
*William A. Stoltz* 6K  
Deputy Prothonotary

FILED Att'y pd. 85.00  
m 11:45 AM  
OCT 01 2004 1cc *Shiff*

William A. Stoltz  
Prothonotary/Clerk of Courts

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

**PATTERSON DENTAL SUPPLY, INC.**

**Plaintiff(s)**

**NO.  
IN CIVIL ACTION**

**-VS-**

**CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY**

**Defendant(s)**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, 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, 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**

**Keystone Legal Services  
211 ½ East Locust Street  
Clearfield, PA 16830  
(814)765-9646**

## **COMPLAINT**

1. Plaintiff is a corporation having offices at 1031 Mendota Heights Road, St Paul, MN 55120.
2. Defendant is a corporation whose address is 508 Krebs Avenue, Clearfield Pennsylvania 16830-2979.
3. On or about December 17, 2001, the Defendant executed an Installment Note at the terms and conditions agreed upon by the parties, as is more specifically shown by the Note, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted..
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
7. Plaintiff avers that the balance due amounts to \$17,716.12, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
8. Plaintiff avers that the interest has accrued at the rate of 18% per annum on the balance due from February 15, 2002.

9. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred, which Plaintiff avers will amount of 30% of the first \$300.00 due, 28% of the next \$1,700.00 due and 23% of all amounts due over \$2,000.00.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the principal amount of \$17,716.12, with appropriate additional interest from February 15, 2002, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiff(s)

## Installment Note

820/8140

762-150233

17,716.12

Principal amount

December 17, 2001

Date

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Patterson Dental Supply INC. at 1031 Mendota Heights Road, St. Paul, MN 55120 or at such other places as the holder of this Note may from time to time designate in writing, the Principal sum of Seventeen Thousand Seven Hundred Sixteen and 12/100 (\$17,716.12), plus interest thereon at the rate of Eighteen percent (18%) per annum from and after the date hereof in 12 equal and consecutive monthly installments of principal and interest of One Thousand Six Hundred Twenty-four and 21/100 each, plus one additional installment for the remaining principal and interest.

The first installment is payable on the January 17, 2002, and the remaining installments are payable on the same day of each succeeding month thereafter, until this Note is paid in full. Receipt of a check in itself shall not constitute payment hereunder.

The undersigned may prepay the principal of the Note, in whole or in part, at any time hereafter without penalty; provided, however, that if less than the full amount of principal is so prepaid, the amount paid shall be applied on installments hereunder in the inverse order of their maturity.

THE UNDERSIGNED WARRANTS AND REPRESENTS THAT THE LOAN EVIDENCED BY THIS NOTE IS MADE EXPRESSLY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

If any one or more of the following events shall occur (hereinafter called an "Event of Default"), namely: (i) default shall be made in the Eighteenpound payment of any installment hereunder, when due or (ii) any statement, application or supporting financial statement furnished any holder hereof by the undersigned shall be found to be false in any material respect; or (iii) default shall be made in the punctual payment of any other obligation of the undersigned to the holder hereof when due; or (iv) the undersigned, or any of them, shall become insolvent, or shall be unable to pay his debts as they mature; or shall admit in writing his inability to pay his debts as they mature; or shall make an assignment for the benefit of his creditors; or shall file or commence or have filed or commenced against him any proceeding for any relief under any bankruptcy or insolvency law or any laws relating to the undersigned; or (v) the undersigned, or any of them, shall die; or (vi) the holder hereof shall deem itself insecure, for any reason whatsoever then, upon the occurrence of any such Event of Default all unpaid portions of the Note shall, at the option of the holder hereof, become immediately due and payable without protest, demand, notice of protest of any kind, all of which are expressly waived by the undersigned. In case of the occurrence of an Event of Default hereunder, any indebtedness due from the holder hereof to any of the undersigned may, at the option of the holder hereof, be set off and applied against this Note whether due or not. The term "undersigned" as used in this Note shall include all of the makers of this Note and all guarantors hereof. Each of the undersigned agrees to pay all cost of collection, legal expenses and attorney's fees incurred or paid by the legal holder in collecting the Note after the occurrence of an Event of Default.

All of the undersigned agree that they are each primarily and jointly and severally liable hereon, and that the receipt of the consideration hereof by any one of the undersigned shall constitute the receipt thereof by all of the undersigned; and agree that no release of one or more makers of this Note or of any security for this Note shall release any other maker. Each of the undersigned consents to any and all renewals or extension of this Note. The undersigned shall furnish financial and other information about the condition and affairs of the undersigned as may, from time to time, be reasonably requested by the holder of this Note.

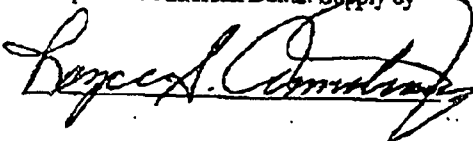
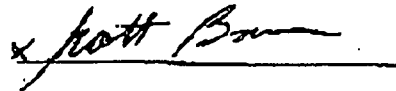
No delay or omission on the part of any holder hereof in exercising any power or right hereunder shall impair such right or power or be construed to be a waiver of any Event of Default or any acquiescence therein nor shall any single or partial exercise of any power or right hereunder preclude any or full exercise thereof or the exercise of any other power or right.

THIS NOTE SHALL BE GOVERNED AND CONTROLLED AS TO VALIDITY, ENFORCEMENT, INTERPRETATION, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS, INCLUDING BUT NOT LIMITED TO, THE LEGALITY OF THE INTEREST CHARGED HEREUNDER, BY THE STATUTES, LAWS AND DECISIONS OF THE STATE IN WHICH IS LOCATED THE PRINCIPAL PLACE OF BUSINESS OF THE UNDERSIGNED.

This Note is secured by all security interest, liens and circumstances heretofore, now and hereafter granted by the undersigned to any holder of this Note.

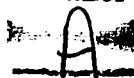
Each maker, surety, endorser and guarantor on this Note hereby waives presentment, notice of non-payment, protest and notice of protest and does hereby consent to all extensions and renewals of this Note, without notice. A service charge of 1.5% may be assessed if any payment is received more than ten days past the due date. Regardless of whether the signature(s) on this note indicate(s) a representative capacity, the individual(s) signing this note agree(s) to be personally responsible for payment of the note.

Accepted for Patterson Dental Supply by

Beres & Hughes Dental Lab  
58 First Avenue  
Clearfield, PA 16830-2979

EXHIBIT





# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 16

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	12/22/01
Previous Balance:	\$ 12,737.72
Payments	\$ -2,000.00
Credits	\$ 0.00
<b>Amount Past Due:</b>	<b>\$ 10,737.72</b>
Service Charge:	\$ .161.06
New Charges:	\$ 3,564.73
<b>Total Due:</b>	<b>\$ 14,463.51</b>

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 12,737.72
11/26/01	5805050831	Sundries	65.88
11/26/01	7401657298	Teeth	32.77
11/26/01	7621520175	Teeth	249.65
11/28/01	5805055263	Sundries	41.18
11/28/01	7621520301	Teeth	27.02
11/28/01	7621520319	Teeth	42.58
11/29/01	5845081619	Sundries	65.70
11/29/01	7621520372	Teeth	107.86
11/29/01	5861801170	Sundries	57.95
11/30/01	7401657770	Teeth	11.13
11/30/01	7621520402	Teeth	29.00
11/30/01	7621520408	Teeth	23.70
11/30/01	7621520425	Teeth	27.02
12/03/01	7621520484	Teeth	163.34
12/04/01	7401658208	Teeth	13.63
12/04/01	7621520569	Teeth	238.48

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 01/23/02

Continued on  
next page

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164

Statement Closing Date 12/22/01  
Payable upon Receipt  
Account # 762150233 16  
Total Due: \$14,463.51

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Please indicate amount paid: \_\_\_\_\_

EXHIBIT

0001446351176215023356



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 16

Statement Closing Date 12/22/01

BERES & HUGHES DTL LAB

## Current Billing Period Summary

Date	Document #	Description	Amount Due
12/05/01	7621520601	Teeth	141.81
12/06/01	7401658364	Teeth	69.27
12/06/01	7401658476	Teeth	29.00
12/06/01	7621520649	Teeth	169.07
12/07/01	7401658637	Teeth	65.56
12/07/01	7621520699	Teeth	240.91
12/10/01	7621520752	Teeth	11.67
12/11/01	5805072023	Sundries	218.87
12/11/01	7401658889	Teeth	48.31
12/11/01	7621520867	Teeth	86.79
12/12/01	7401659014	Teeth	33.02
12/12/01	7401659120	Teeth	85.56
12/12/01	7621520907	Teeth	204.20
12/13/01	7401659325	Teeth	33.82
12/13/01	7621520951	Teeth	17.67
12/14/01	5805077880	Sundries	61.75
12/14/01	7621520959	Teeth	52.78
12/14/01	7621521031	Teeth	119.20
12/17/01	5805079534	Sundries	37.37
12/17/01	7401659466	Teeth	55.60
12/17/01	7621521094	Teeth	163.80
12/18/01	7621521149	Teeth	58.47
12/19/01	7401659761	Teeth	33.02
12/19/01	7621521167	Teeth	179.22
12/19/01	7621521169	Teeth	3.95
12/20/01	7401659846	Teeth	93.05
12/20/01	7621521224	Teeth	54.10
Merchandise Total			3,564.73
12/11/01	013451641	Payment - Thank You	-2,000.00
12/22/01	1466501356	Service Charge	161.06
TOTAL			\$ 14,463.51



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	03/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ -3,065.89
Amount Past Due:	\$ 0.00
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 0.00

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
03/07/02	180D01581	xfer from 762-150233	-3,065.89
		TOTAL	\$ 0.00

A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 04/24/02

Ask your Patterson representative about ONE.PLUS from EagleSoft. Your dental merchandise purchases from Patterson can earn you a rebate on EagleSoft software. If you're in the market for practice management software for your front office and treatment areas, call us today!

Return this portion with your remittance



Statement Closing Date 03/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$0.00

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244



BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000000000176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN-DENTAL-LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

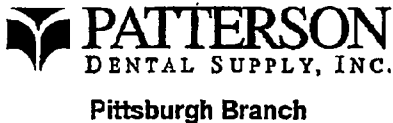
## Billing Summary

Statement Closing Date	01/26/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ 0.00
Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<div>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 02/20/02</div>			

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 01/26/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89

BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN-DENTAL-LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	02/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ 0.00
Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<div>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 03/20/02</div>			

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 02/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89

BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 15

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	11/24/01
Previous Balance:	\$ 9,302.13
Payments	\$ 0.00
Credits	\$ -28.30
Amount Past Due:	\$ 9,273.83
Service Charge:	\$ 139.10
New Charges:	\$ 3,324.79
Total Due:	\$ 12,737.72

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 9,302.13
10/29/01	7621519122	Teeth	114.55
10/30/01	7401655004	Teeth	48.38
11/01/01	7621066929	Sundries Credit	-28.30
11/01/01	5805022887	Sundries	271.62
11/01/01	7621519248	Teeth	261.18
11/05/01	5805025110	Sundries	31.94
11/01/01	7401655299	Teeth	69.55
11/06/01	7401655714	Teeth	29.00
11/06/01	7621519564	Teeth	122.60
11/07/01	7401655866	Teeth	78.68
11/07/01	7621519595	Teeth	203.41
11/08/01	7401655979	Teeth	43.85
11/08/01	7621519639	Teeth	76.11
11/09/01	7621519669	Teeth	27.95
11/09/01	7621519672	Teeth	89.51
11/12/01	7401656277	Teeth	54.28
A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 12/19/01			Continued on next page

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164

Statement Closing Date 11/24/01  
Payable upon Receipt  
Account # 762150233 15  
Total Due: \$12,737.72

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Please indicate amount paid: \_\_\_\_\_

0001273772176215023355



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 15

Statement Closing Date 11/24/01

BERES & HUGHES DTL LAB

## Current Billing Period Summary

Date	Document #	Description	Amount Due
11/12/01	7621519694	Teeth	29.00
11/12/01	7621519697	Teeth	165.07
11/12/01	7621519713	Teeth	29.00
11/13/01	5845059360	Sundries	54.31
11/13/01	7401656382	Teeth	27.02
11/13/01	7621519790	Teeth	72.16
11/14/01	5805040604	Sundries	154.35
11/14/01	7401656519	Teeth	13.63
11/14/01	7621519838	Teeth	190.31
11/15/01	5805042236	Sundries	162.11
11/15/01	7401656622	Teeth	29.00
11/15/01	7621519849	Teeth	29.94
11/15/01	7621519863	Teeth	17.88
11/15/01	7621519882	Teeth	234.52
11/16/01	5805044357	Sundries	33.44
11/16/01	7401656756	Teeth	67.67
11/16/01	7621519915	Teeth	120.71
11/19/01	7621520120	Teeth	100.63
11/20/01	5805047228	Sundries	73.25
11/20/01	7401657002	Teeth	29.00
11/20/01	7621520151	Teeth	95.62
11/21/01	7401657109	Teeth	73.66
Merchandise Total			3,296.49
11/24/01	1564801329	Service Charge	139.10
TOTAL			\$ 12,737.72

101108

AFFIDAVIT

I, Kari Wobse, of  
Patterson Dental, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

5/10/04

Date

Kari Wobse

Affiant

Credit Administrator

Title

1031 Mendota Hgts RD KW

Address

St Paul, mn 55120

City, State and Zip

FILED

OCT 01 2004

CLERK OF DISTRICT COURT  
JANUARY 13 2005

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

PATTERSON DENTAL SUPPLY NIC.

VS.

CLEARFIELD DENTAL ART LTD. a/t/a BERES & HUGHES DENTAL LABOR

COMPLAINT

Sheriff Docket # 16399

04-1534-CD

**SHERIFF RETURNS**

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO CLEARFIELD DENTAL ART LTD. a/t/a BERES & HUGHES DENTAL LABORATORY, DEFENDANT. BUILDING EMPTY, NEW FORWARDING ADDRESS, 200 MAHONING ST., PUNXSUTAWNEY, PA. 15767

**Return Costs**

Cost	Description
16.00	SHERIFF HAWKINS PAID BY: ATTY CK# 3427
10.00	SURCHARGE PAID BY: ATTY CK# 3428

Sworn to Before Me This

16<sup>th</sup> Day Of Nov 2004

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

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

**FILED** <sup>EGK</sup>  
013:25/01  
NOV 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PATTERSON DENTAL SUPPLY, INC.

Plaintiff(s)

NO. 04-1534-02  
IN CIVIL ACTION

-VS-

CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY

Defendant(s)

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
**PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

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

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

OCT 01 2004

Attest.

*William L. R...*  
Prothonotary/  
Clerk of Courts

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

**PATTERSON DENTAL SUPPLY, INC.**

**NO.  
IN CIVIL ACTION**

**Plaintiff(s)**

**-vs-**

**CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY**

**Defendant(s)**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, 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, 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**

**Keystone Legal Services  
211 ½ East Locust Street  
Clearfield, PA 16830  
(814)765-9646**

## COMPLAINT

1. Plaintiff is a corporation having offices at 1031 Mendota Heights Road, St Paul, MN 55120.
2. Defendant is a corporation whose address is 508 Krebs Avenue, Clearfield Pennsylvania 16830-2979.
3. On or about December 17, 2001, the Defendant executed an Installment Note at the terms and conditions agreed upon by the parties, as is more specifically shown by the Note, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted..
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
7. Plaintiff avers that the balance due amounts to \$17,716.12, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
8. Plaintiff avers that the interest has accrued at the rate of 18% per annum on the balance due from February 15, 2002.

9. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred, which Plaintiff avers will amount of 30% of the first \$300.00 due, 28% of the next \$1,700.00 due and 23% of all amounts due over \$2,000.00.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the principal amount of \$17,716.12, with appropriate additional interest from February 15, 2002, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiff(s)

Installment Note

820/8140

762-150233

17,716.12

Principal amount

December 17, 2001

Date

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Patterson Dental Supply INC. at 1031 Mendota Heights Road, St. Paul, MN 55120 or at such other places as the holder of this Note may from time to time designate in writing, the Principal sum of Seventeen Thousand Seven Hundred Sixteen and 12/100 (\$17,716.12), plus interest thereon at the rate of Eighteen percent (18%) per annum from and after the date hereof in 12 equal and consecutive monthly installments of principal and interest of One Thousand Six Hundred Twenty-four and 21/100 each, plus one additional installment for the remaining principal and interest.

The first installment is payable on the January 17, 2002, and the remaining installments are payable on the same day of each succeeding month thereafter, until this Note is paid in full. Receipt of a check in itself shall not constitute payment hereunder.

The undersigned may prepay the principal of the Note, in whole or in part, at any time hereafter without penalty; provided, however, that if less than the full amount of principal is so prepaid, the amount paid shall be applied on installments hereunder in the inverse order of their maturity.

THE UNDERSIGNED WARRANTS AND REPRESENTS THAT THE LOAN EVIDENCED BY THIS NOTE IS MADE EXPRESSLY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

If any one or more of the following events shall occur (hereinafter called an "Event of Default"), namely: (i) default shall be made in the Eighteenpound payment of any installment hereunder, when due; or (ii) any statement, application or supporting financial statement furnished any holder hereof by the undersigned shall be found to be false in any material respect; or (iii) default shall be made in the payment of any other obligation of the undersigned to the holder hereof when due; or (iv) the undersigned, or any of them, shall become insolvent, or shall be unable to pay his debts as they mature; or shall admit in writing his inability to pay his debts as they mature; or shall make an assignment for the benefit of his creditors; or shall file or commence or have filed or commenced against him any proceeding for any relief under any bankruptcy or insolvency law or any laws relating to the undersigned; or (v) the undersigned, or any of them, shall die; or (vi) the holder hereof shall deem itself insecure, for any reason whatsoever then, upon the occurrence of any such Event of Default all unpaid portions of the Note shall, at the option of the holder hereof, become immediately due and payable without presentment, demand, notice of protest of any kind, all of which are expressly waived by the undersigned. In case of the occurrence of an Event of Default hereunder, any indebtedness due from the holder hereof to any of the undersigned may, at the option of the holder hereof, be set off and applied against this Note whether due or not. The term "undersigned" as used in this Note shall include all of the makers of this Note and all guarantors hereof. Each of the undersigned agrees to pay all cost of collection, legal expenses and attorney's fees incurred or paid by the legal holder in collecting the Note after the occurrence of an Event of Default.

All of the undersigned agree that they are each primarily and jointly and severally liable hereon, and that the receipt of the consideration hereof by any one of the undersigned shall constitute the receipt thereof by all of the undersigned; and agree that no release of one or more makers of this Note or of any security for this Note shall release any other maker. Each of the undersigned consents to any and all renewals or extension of this Note. The undersigned shall furnish financial and other information about the condition and affairs of the undersigned as may, from time to time, be reasonably requested by the holder of this Note.

No delay or omission on the part of any holder hereof in exercising any power or right hereunder shall impair such right or power or be construed to be a waiver of any Event of Default or any acquiescence therein nor shall any single or partial exercise of any power or right hereunder preclude any or full exercise thereof or the exercise of any other power or right.

THIS NOTE SHALL BE GOVERNED AND CONTROLLED AS TO VALIDITY, ENFORCEMENT, INTERPRETATION, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS, INCLUDING BUT NOT LIMITED TO, THE LEGALITY OF THE INTEREST CHARGED HEREUNDER, BY THE STATUTES, LAWS AND DECISIONS OF THE STATE IN WHICH IS LOCATED THE PRINCIPAL PLACE OF BUSINESS OF THE UNDERSIGNED.

This Note is secured by all security interest, liens and circumstances heretofore, now and hereafter granted by the undersigned to any holder of this Note.

Each maker, surety, endorser and guarantor on this Note hereby waives presentment, notice of non-payment, protest and notice of protest and does hereby consent to all extensions and renewals of this Note, without notice. A service charge of 1% may be assessed if any payment is received more than ten days past the due date. Regardless of whether the signature(s) on this note indicate(s) a representative capacity, the individual(s) signing this note agree(s) to be personally responsible for payment of the note.

Accepted for Patterson Dental Supply by

*[Signature]*

*[Signature]*

Beres & Hughes Dental Lab  
58 First Avenue  
Clearfield, PA 16830-2979

A



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 16

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	12/22/01
Previous Balance:	\$ 12,737.72
Payments	\$ -2,000.00
Credits	\$ 0.00
Amount Past Due:	\$ 10,737.72
Service Charge:	\$ 161.06
New Charges:	\$ 3,564.73
Total Due:	\$ 14,463.51

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 12,737.72
11/26/01	5805050831	Sundries	65.88
11/26/01	7401657298	Teeth	32.77
11/26/01	7621520175	Teeth	249.65
11/28/01	5805055263	Sundries	41.18
11/28/01	7621520301	Teeth	27.02
11/28/01	7621520319	Teeth	42.58
11/29/01	5845081619	Sundries	65.70
11/29/01	7621520372	Teeth	107.86
11/29/01	5861801170	Sundries	57.95
11/30/01	7401657770	Teeth	11.13
11/30/01	7621520402	Teeth	29.00
11/30/01	7621520408	Teeth	23.70
11/30/01	7621520425	Teeth	27.02
12/03/01	7621520484	Teeth	163.34
12/04/01	7401658208	Teeth	13.63
12/04/01	7621520569	Teeth	238.48

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 01/23/02

Continued on  
next page

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164

Statement Closing Date 12/22/01  
Payable upon Receipt  
Account # 762150233 16  
Total Due: \$14,463.51

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Please indicate amount paid: \_\_\_\_\_

0001446351176215023356

B



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 16

Statement Closing Date 12/22/01

BERES & HUGHES DTL LAB

## Current Billing Period Summary

Date	Document #	Description	Amount Due
12/05/01	7621520601	Teeth	141.81
12/06/01	7401658364	Teeth	69.27
12/06/01	7401658476	Teeth	29.00
12/06/01	7621520649	Teeth	169.07
12/07/01	7401658637	Teeth	65.56
12/07/01	7621520699	Teeth	240.91
12/10/01	7621520752	Teeth	11.67
12/11/01	5805072023	Sundries	218.87
12/11/01	7401658889	Teeth	48.31
12/11/01	7621520867	Teeth	86.79
12/12/01	7401659014	Teeth	33.02
12/12/01	7401659120	Teeth	85.56
12/12/01	7621520907	Teeth	204.20
12/13/01	7401659325	Teeth	33.82
12/13/01	7621520951	Teeth	17.67
12/14/01	5805077880	Sundries	61.75
12/14/01	7621520959	Teeth	52.78
12/14/01	7621521031	Teeth	119.20
12/17/01	5805079534	Sundries	37.37
12/17/01	7401659466	Teeth	55.60
12/17/01	7621521094	Teeth	163.80
12/18/01	7621521149	Teeth	58.47
12/19/01	7401659761	Teeth	33.02
12/19/01	7621521167	Teeth	179.22
12/19/01	7621521169	Teeth	3.95
12/20/01	7401659846	Teeth	93.05
12/20/01	7621521224	Teeth	54.10
Merchandise Total			3,564.73
12/11/01	013451641	Payment - Thank You	-2,000.00
12/22/01	1466501356	Service Charge	161.06
TOTAL			\$ 14,463.51



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	03/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ -3,065.89
Amount Past Due:	\$ 0.00
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 0.00

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
03/07/02	180D01581	xfer from 762-150233	-3,065.89
		TOTAL	\$ 0.00

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 04/24/02

Ask your Patterson representative about ONE.PLUS from EagleSoft. Your dental merchandise purchases from Patterson can earn you a rebate on EagleSoft software. If you're in the market for practice management software for your front office and treatment areas, call us today!

Return this portion with your remittance



Statement Closing Date 03/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$0.00

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244



BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000000000176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN-DENTAL-LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	01/26/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ 0.00

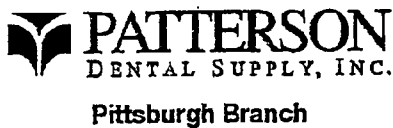
Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00

Total Due: \$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <p>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 02/20/02</p> </div>			

Return this portion with your remittance



Statement Closing Date 01/26/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244



BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN-DENTAL-LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	02/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ 0.00

Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00

Total Due: \$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<div>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 03/20/02</div>			

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 02/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89

BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 15

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	11/24/01
Previous Balance:	\$ 9,302.13
Payments	\$ 0.00
Credits	\$ -28.30

Amount Past Due:	\$ 9,273.83
Service Charge:	\$ 139.10
New Charges:	\$ 3,324.79

Total Due: \$ 12,737.72

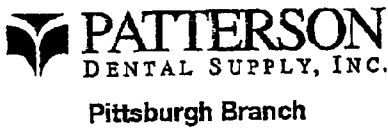
## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 9,302.13
10/29/01	7621519122	Teeth	114.55
10/30/01	7401655004	Teeth	48.38
11/01/01	7621066929	Sundries Credit	-28.30
11/01/01	5805022887	Sundries	271.62
11/01/01	7621519248	Teeth	261.18
11/05/01	5805025110	Sundries	31.94
11/01/01	7401655299	Teeth	69.55
11/06/01	7401655714	Teeth	29.00
11/06/01	7621519564	Teeth	122.60
11/07/01	7401655866	Teeth	78.58
11/07/01	7621519595	Teeth	203.41
11/08/01	7401655979	Teeth	43.85
11/08/01	7621519639	Teeth	76.11
11/09/01	7621519669	Teeth	27.95
11/09/01	7621519672	Teeth	89.51
11/12/01	7401656277	Teeth	54.28

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 12/19/01

Continued on  
next page

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164

Statement Closing Date 11/24/01  
Payable upon Receipt  
Account # 762150233 15  
Total Due: \$12,737.72

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Please indicate amount paid: \_\_\_\_\_

0001273772176215023355



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 15

Statement Closing Date 11/24/01

BERES & HUGHES DTL LAB

**Current Billing Period Summary**

Date	Document #	Description	Amount Due
11/12/01	7621519694	Teeth	29.00
11/12/01	7621519697	Teeth	165.07
11/12/01	7621519713	Teeth	29.00
11/13/01	5845059360	Sundries	54.31
11/13/01	7401656382	Teeth	27.02
11/13/01	7621519790	Teeth	72.16
11/14/01	5805040604	Sundries	154.35
11/14/01	7401656519	Teeth	13.63
11/14/01	7621519838	Teeth	190.31
11/15/01	5805042236	Sundries	162.11
11/15/01	7401656622	Teeth	29.00
11/15/01	7621519849	Teeth	29.94
11/15/01	7621519863	Teeth	17.88
11/15/01	7621519882	Teeth	234.52
11/16/01	5805044357	Sundries	33.44
11/16/01	7401656756	Teeth	67.67
11/16/01	7621519915	Teeth	120.71
11/19/01	7621520120	Teeth	100.63
11/20/01	5805047228	Sundries	73.25
11/20/01	7401657002	Teeth	29.00
11/20/01	7621520151	Teeth	95.62
11/21/01	7401657109	Teeth	73.66
Merchandise Total			3,296.49
11/24/01	1564801329	Service Charge	139.10
TOTAL			\$ 12,737.72

101108

AFFIDAVIT

I, Kari webse, of  
Patterson Dental, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true  
and correct. I understand that false statements herein are made subject to the penalties of  
18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

5/10/04

Date

Kari webse

Affiant

Credit Administrator

Title

1031 Mendota Hgts RD

KW

Address

St Paul, mn 55120

City, State and Zip

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PATTERSON DENTAL SUPPLY, INC.

Plaintiff(s)

NO. 2004-1534-CD  
IN CIVIL ACTION

-vs-

CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY

Defendant(s)

PRAECIPE TO REINSTATE  
COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*

PA I.D. No. 37942

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

**APPLE AND APPLE, P.C.**

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone: 412-682-1466

Fax: 412-682-3138

EGK  
FILED No CC  
m/2:43/57 Atty pd. 7:00  
NOV 29 2004  
1 Compl. Reinstated  
40 Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

**PATTERSON DENTAL SUPPLY, INC.**

**NO. 2004-1534-CD  
IN CIVIL ACTION**

**Plaintiff(s)**

**-vs-**

**CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY**

**Defendant(s)**

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

**APPLE AND APPLE, P.C.**

Dated: 11/24/04

By:   
Attorneys for Plaintiff(s)

**FILED**

**NOV 29 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100029  
NO: 04-1534-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: PATTERSON DENTAL SUPPLY, INC.

VS.

DEFENDANT: CLEARFIELD DENTAL ART LTD a/t/a BERES & HUGHES DENTAL LABORATORY

SHERIFF RETURN

---

NOW, December 02, 2004, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON CLEARFIELD DENTAL ART LTDa/t/aBERES&HUGHES DENTAL LABORATORY.

NOW, February 01, 2005 . ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON CLEARFIELD DENTAL ART LTDa/t/aBERES&HUGHES DENTAL LABORATORY, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED

01/31/2005  
FEB 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 1 of 1 Services

Sheriff Docket # **100029**

PATTERSON DENTAL SUPPLY, INC.

Case # 04-1534-CD

vs.

CLEARFIELD DENTAL ART LTD a/t/a BERES & HUGHES DENTAL  
LABORATORY

## SHERIFF RETURNS

### Return Costs

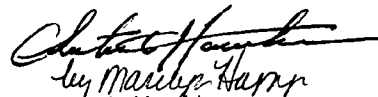
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	4060	10.00
SHERIFF HAWKINS	APPLE	4058	17.00
JEFFERSON CO.	APPLE	4059	65.50

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

No. 04-1534 C.D.

Now, December 28, 2004 I return the Notice and Complaint for CLEARFIELD DENTAL ART, LTD., defendant, to Clearfield County marked "not found; moved; left no forwarding".

Advance Costs Received:	\$75.00	
My Costs:	63.50	Paid
Prothy:	2.00	
Total Costs:	65.50	
REFUNDED:	\$ 9.50	

Sworn and subscribed

to before me this 29th

day of December 2004

By Brenda Belus, deputy

Prothonotary

My Commission Expires The  
First Monday January 2006

So Answers,

Thomas A. Smith Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

9/28/74  
10/1/88 sep. tex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PATTERSON DENTAL SUPPLY, INC.

Plaintiff(s)

-vs-

CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY

Defendant(s)

NO. 04-1534-CD  
IN CIVIL ACTION

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

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

11-27-04 Document  
Reinstated/Returned to Sheriff/Attorney  
for service.  
*William H. Hester*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PATTERSON DENTAL SUPPLY, INC.

Plaintiff(s)

NO.  
IN CIVIL ACTION

-vs-

CLEARFIELD DENTAL ART LTD  
a/t/a BERES & HUGHES DENTAL  
LABORATORY

Defendant(s)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, 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, 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**

Keystone Legal Services  
211 ½ East Locust Street  
Clearfield, PA 16830  
(814)765-9646

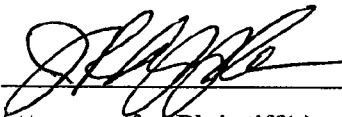
## COMPLAINT

1. Plaintiff is a corporation having offices at 1031 Mendota Heights Road, St Paul, MN 55120.
2. Defendant is a corporation whose address is 508 Krebs Avenue, Clearfield Pennsylvania 16830-2979.
3. On or about December 17, 2001, the Defendant executed an Installment Note at the terms and conditions agreed upon by the parties, as is more specifically shown by the Note, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted..
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
7. Plaintiff avers that the balance due amounts to \$17,716.12, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
8. Plaintiff avers that the interest has accrued at the rate of 18% per annum on the balance due from February 15, 2002.

9. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred, which Plaintiff avers will amount of 30% of the first \$300.00 due, 28% of the next \$1,700.00 due and 23% of all amounts due over \$2,000.00.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the principal amount of \$17,716.12, with appropriate additional interest from February 15, 2002, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiff(s)

## Installment Note

820/8140

762-150233

17,716.12

Principal amount

December 17, 2001

Date

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Patterson Dental Supply INC. at 1031 Mendota Heights Road, St. Paul, MN 55120 or at such other places as the holder of this Note may from time to time designate in writing: the Principal sum of Seventeen Thousand Seven Hundred Sixteen and 12/100 (\$17,716.12), plus interest thereon at the rate of Eighteen percent (18%) per annum from and after the date hereof in 12 equal and consecutive monthly installments of principal and interest of One Thousand Six Hundred Twenty-four and 21/100 each, plus one additional installment for the remaining principal and interest.

The first installment is payable on the January 17, 2002, and the remaining installments are payable on the same day of each succeeding month thereafter, until this Note is paid in full. Receipt of a check in itself shall not constitute payment hereunder.

The undersigned may prepay the principal of the Note, in whole or in part, at any time hereafter without penalty; provided, however, that if less than the full amount of principal is so prepaid, the amount paid shall be applied on installments hereunder in the inverse order of their maturity.

THE UNDERSIGNED WARRANTS AND REPRESENTS THAT THE LOAN EVIDENCED BY THIS NOTE IS MADE EXPRESSLY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

If any one or more of the following events shall occur (hereinafter called an "Event of Default"), namely: (i) default shall be made in the Eighteenpunctual payment of any installment hereunder, when due or (ii) any statement, application or supporting financial statement furnished any holder hereof by the undersigned shall be found to be false in any material respect; or (iii) default shall be made in the punctual payment of any other obligation of the undersigned to the holder hereof when due; or (iv) the undersigned, or any of them, shall become insolvent, or shall be unable to pay his debts as they mature; or shall admit in writing his inability to pay his debts as they mature; or shall make an assignment for the benefit of his creditors; or shall file or commence or have filed or commenced against him any proceeding for any relief under any bankruptcy or insolvency law or any laws relating to the undersigned; or (v) the undersigned, or any of them, shall die; or (vi) the holder hereof shall deem itself insecure, for any reason whatsoever then, upon the occurrence of any such Event of Default all unpaid portions of the Note shall, at the option of the holder hereof, become immediately due and payable without presentment, demand, notice of protest of any kind, all of which are expressly waived by the undersigned. In case of the occurrence of an Event of Default hereunder, any indebtedness due from the holder hereof to any of the undersigned may, at the option of the holder hereof, be set off and applied against this Note whether due or not. The term "undersigned" as used in this Note shall include all of the makers of this Note and all guarantors hereof. Each of the undersigned agrees to pay all cost of collection, legal expenses and attorney's fees incurred or paid by the legal holder in collecting the Note after the occurrence of an Event of Default.

All of the undersigned agree that they are each primarily and jointly and severally liable hereon, and that the receipt of the consideration hereof by any one of the undersigned shall constitute the receipt thereof by all of the undersigned; and agree that no release of one or more makers of this Note or of any security for this Note shall release any other maker. Each of the undersigned consents to any on all renewals or extension of this Note. The undersigned shall furnish financial and other information about the condition and affairs of the undersigned as may, from time to time, be reasonably requested by the holder of this Note.

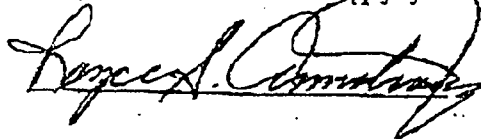
No delay or omission on the part of any holder hereof in exercising any power or right hereunder shall impair such right or power or be construed to be a waiver of any Event of Default or any acquiescence therein nor shall any single or partial exercise of any power or right hereunder preclude any or full exercise thereof or the exercise of any other power or right.

THIS NOTE SHALL BE GOVERNED AND CONTROLLED AS TO VALIDITY, ENFORCEMENT, INTERPRETATION, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS, INCLUDING BUT NOT LIMITED TO, THE LEGALITY OF THE INTEREST CHARGED HEREUNDER, BY THE STATUTES, LAWS AND DECISIONS OF THE STATE IN WHICH IS LOCATED THE PRINCIPAL PLACE OF BUSINESS OF THE UNDERSIGNED.

This Note is secured by all security interest, liens and encumbrances heretofore, now and hereafter granted by the undersigned to any holder of this Note.

Each maker, surety, endorser and guarantor on this Note hereby waives presentment, notice of non-payment, protest and notice of protest and does hereby consent to all extensions and renewals of this Note, without notice. A service charge of 1.5% may be assessed if any payment is received more than ten days past the due date. Regardless of whether the signature(s) on this note indicate(s) a representative capacity, the individual(s) signing this note agree(s) to be personally responsible for payment of the note.

Accepted for Patterson Dental Supply by




Beres & Hughes Dental Lab  
58 First Avenue  
Clearfield, PA 16830-2979

A



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 16

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	12/22/01
Previous Balance:	\$ 12,737.72
Payments	\$ -2,000.00
Credits	\$ 0.00

Amount Past Due:	\$ 10,737.72
Service Charge:	\$ .161.06
New Charges:	\$ 3,564.73

Total Due: \$ 14,463.51

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 12,737.72
11/26/01	5805050831	Sundries	65.88
11/26/01	7401657298	Teeth	32.77
11/26/01	7621520175	Teeth	249.65
11/28/01	5805055263	Sundries	41.18
11/28/01	7621520301	Teeth	27.02
11/28/01	7621520319	Teeth	42.58
11/29/01	5845081619	Sundries	65.70
11/29/01	7621520372	Teeth	107.86
11/29/01	5861801170	Sundries	57.95
11/30/01	7401657770	Teeth	11.13
11/30/01	7621520402	Teeth	29.00
11/30/01	7621520408	Teeth	23.70
11/30/01	7621520425	Teeth	27.02
12/03/01	7621520484	Teeth	163.34
12/04/01	7401658208	Teeth	13.63
12/04/01	7621520569	Teeth	238.48

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 01/23/02

Continued on  
next page

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164



BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Statement Closing Date 12/22/01  
Payable upon Receipt  
Account # 762150233 16  
Total Due: \$14,463.51

Please indicate amount paid: \_\_\_\_\_

0001446351176215023356

B



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 16

Statement Closing Date 12/22/01

BERES & HUGHES DTL LAB

## Current Billing Period Summary

Date	Document #	Description	Amount Due
12/05/01	7621520601	Teeth	141.81
12/06/01	7401658364	Teeth	69.27
12/06/01	7401658476	Teeth	29.00
12/06/01	7621520649	Teeth	169.07
12/07/01	7401658637	Teeth	65.56
12/07/01	7621520699	Teeth	240.91
12/10/01	7621520752	Teeth	11.67
12/11/01	5805072023	Sundries	218.87
12/11/01	7401658889	Teeth	48.31
12/11/01	7621520867	Teeth	86.79
12/12/01	7401659014	Teeth	33.02
12/12/01	7401659120	Teeth	85.56
12/12/01	7621520907	Teeth	204.20
12/13/01	7401659325	Teeth	33.82
12/13/01	7621520951	Teeth	17.67
12/14/01	5805077880	Sundries	61.75
12/14/01	7621520959	Teeth	52.78
12/14/01	7621521031	Teeth	119.20
12/17/01	5805079534	Sundries	37.37
12/17/01	7401659466	Teeth	55.60
12/17/01	7621521094	Teeth	163.80
12/18/01	7621521149	Teeth	58.47
12/19/01	7401659761	Teeth	33.02
12/19/01	7621521167	Teeth	179.22
12/19/01	7621521169	Teeth	3.95
12/20/01	7401659846	Teeth	93.05
12/20/01	7621521224	Teeth	54.10
Merchandise Total			3,564.73
12/11/01	013451641	Payment - Thank You	-2,000.00
12/22/01	1466501356	Service Charge	161.06
TOTAL			\$ 14,463.51



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	03/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ -3,065.89
Amount Past Due:	\$ 0.00
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 0.00

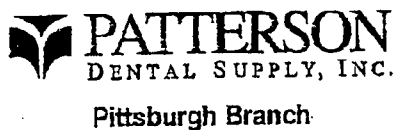
## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
03/07/02	180D01581	xfer from 762-150233	-3,065.89
		TOTAL	\$ 0.00

A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 04/24/02

Ask your Patterson representative about ONE.PLUS from EagleSoft. Your dental merchandise purchases from Patterson can earn you a rebate on EagleSoft software. If you're in the market for practice management software for your front office and treatment areas, call us today!

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 03/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$0.00

BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000000000176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 551-686-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN-DENTAL-LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	01/26/02
Previous Balance:	\$ 3,065.39
Payments	\$ 0.00
Credits	\$ 0.00

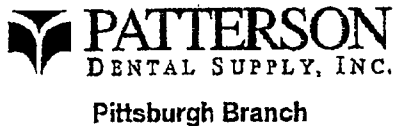
Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00

Total Due: \$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<div>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 02/20/02</div>			

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 01/26/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89

BAUN DENTAL LAB  
R D 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-328-5536 or 651-286-1751.  
Please retain this portion for your files.

## Customer Information

Account Number 762140249 73

BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

## Billing Summary

Statement Closing Date	02/23/02
Previous Balance:	\$ 3,065.89
Payments	\$ 0.00
Credits	\$ 0.00
Amount Past Due:	\$ 3,065.89
Service Charge:	\$ 0.00
New Charges:	\$ 0.00
Total Due:	\$ 3,065.89

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 3,065.89
		TOTAL	\$ 3,065.89
<p>A Service Charge not exceeding 1.50% per month may be applied to that portion of the account balance not received by 03/20/02</p>			

Return this portion with your remittance



Pittsburgh Branch

Patterson Dental Supply, Inc.  
P.O. Box 1244  
Minneapolis, MN 55440-1244

Statement Closing Date 02/23/02  
Payable upon Receipt  
Account # 762140249 73  
Total Due: \$3,065.89



BAUN DENTAL LAB  
RD 1  
BOX 205 C  
ROCHESTER MILLS, PA 15771-0000

Please indicate amount paid: \_\_\_\_\_

0000306589176214024943



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

For questions regarding this billing please call 800-872-3002 or 724-772-3600.  
Please retain this portion for your files.

## Customer Information

Account Number 762150233 15

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

## Billing Summary

Statement Closing Date	11/24/01
Previous Balance:	\$ 9,302.13
Payments	\$ 0.00
Credits	\$ -28.30

Amount Past Due:	\$ 9,273.83
Service Charge:	\$ 139.10
New Charges:	\$ 3,324.79

Total Due: \$ 12,737.72

## Current Billing Period Summary

Date	Document #	Description	Amount Due
		Previous Balance	\$ 9,302.13
10/29/01	7621519122	Teeth	114.55
10/30/01	7401655004	Teeth	48.38
11/01/01	7621066929	Sundries Credit	-28.30
11/01/01	5805022887	Sundries	271.62
11/01/01	7621519248	Teeth	261.18
11/05/01	5805025110	Sundries	31.94
11/01/01	7401655299	Teeth	69.55
11/06/01	7401655714	Teeth	29.00
11/06/01	7621519564	Teeth	122.60
11/07/01	7401655866	Teeth	78.68
11/07/01	7621519595	Teeth	203.41
11/08/01	7401655979	Teeth	43.85
11/08/01	7621519639	Teeth	76.11
11/09/01	7621519669	Teeth	27.95
11/09/01	7621519672	Teeth	89.51
11/12/01	7401656277	Teeth	54.28

A Service Charge not exceeding 1.50% per month  
may be applied to that portion of the account  
balance not received by 12/19/01

Continued on  
next page

Return this portion with your remittance



Patterson Dental Supply, Inc.  
P.O. Box 164  
Minneapolis, MN 55440-0164

Statement Closing Date 11/24/01  
Payable upon Receipt  
Account # 762150233 15  
Total Due: \$12,737.72

BERES & HUGHES DTL LAB  
508 KREBS AVENUE  
CLEARFIELD, PA 16830-2979

Please indicate amount paid: \_\_\_\_\_

0001273772176215023355



# STATEMENT

Of Account  
(Payment Due Upon Receipt)

Account Number 762150233 15

Statement Closing Date 11/24/01

BERES & HUGHES DTL LAB

**Current Billing Period Summary**

Date	Document #	Description	Amount Due
11/12/01	7621519694	Teeth	29.00
11/12/01	7621519697	Teeth	165.07
11/12/01	7621519713	Teeth	29.00
11/13/01	5845059360	Sundries	54.31
11/13/01	7401656382	Teeth	27.02
11/13/01	7621519790	Teeth	72.16
11/14/01	5805040604	Sundries	154.35
11/14/01	7401656519	Teeth	13.63
11/14/01	7621519838	Teeth	190.31
11/15/01	5805042236	Sundries	162.11
11/15/01	7401656622	Teeth	29.00
11/15/01	7621519849	Teeth	29.94
11/15/01	7621519863	Teeth	17.88
11/15/01	7621519882	Teeth	234.52
11/16/01	5805044357	Sundries	33.44
11/16/01	7401656756	Teeth	67.67
11/16/01	7621519915	Teeth	120.71
11/19/01	7621520120	Teeth	100.63
11/20/01	5805047228	Sundries	73.25
11/20/01	7401657002	Teeth	29.00
11/20/01	7621520151	Teeth	95.62
11/21/01	7401657109	Teeth	73.66
Merchandise Total			3,296.49
11/24/01	1564801329	Service Charge	139.10
TOTAL			\$ 12,737.72

101108

AFFIDAVIT

I, Kari Webse, of  
Patterson Dental, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true  
and correct. I understand that false statements herein are made subject to the penalties of  
18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

5/10/04  
Date

Kari Webse  
Affiant  
Credit Administrator  
Title  
1031 Mendota Hgts RD KW  
Address  
St Paul, MN 55120  
City, State and Zip

FILED

FEB 01 2005

William A. Smith  
Prothonotary/Clerk of Court

F. CORTEZ BELL, III, ESQUIRE  
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE  
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010  
FAX: 814-765-7649  
EMAIL: fbell@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

HON. PAUL E. CHERRY  
JUDGE

March 14, 2013

**RE: 2004 – 1534 - CD**

**Patterson Dental Supply, Inc.**  
**vs.**  
**Clearfield Dental Art, LTD**

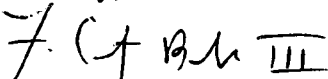
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement to Proceed must be filed on or before **May 13, 2013**.

**If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.**

Sincerely,

  
F. Cortez Bell, III, Esquire  
Court Administrator

**FILED**

9/2-2013  
MAR 14 2013

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

MAR 14 2013

William A. Shaw  
Prothonotary/Clerk of Courts

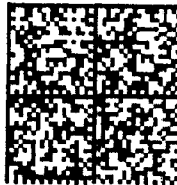
Patterson Dental Supply, Inc.  
1301 Mendota Hgts. Rd.  
St. Paul, MN 55120

Clearfield Dental Art, LTD  
508 Krebs Ave.  
Clearfield, PA 16830

OFFICE OF COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PA 16830

**FILED**  
MAR 21 2013  
5/1200/W  
William A. Shaw  
Prothonotary/Clerk of Courts

RECEIVED MAR 21 2013



Hasler

016H26524836  
**\$00.460**  
03/14/2013  
Mailed From 16830  
US POSTAGE

Clearfield Dental Art, LTD  
508 Krebs Ave.  
Clearfield, Pa 16830

NIXTE 152 FF 1 00 03/19/13  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

16830244853 @2448  
BC: 16830244853 \*3043-10188-14-44  
16830244853 @2448

F. CORTEZ BELL, III, ESQUIRE  
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE  
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010  
FAX: 814-765-7649  
EMAIL: fbell@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830-2448

2004-1534-CD  
HON. FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

HON. PAUL E. CHERRY  
JUDGE

March 14, 2013

**RE: 2004 – 1534 - CD**

**Patterson Dental Supply, Inc.**  
**vs.**  
**Clearfield Dental Art, LTD**

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

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**If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.**

Sincerely,

A handwritten signature in black ink, appearing to read "F. Cortez Bell, III".

F. Cortez Bell, III, Esquire  
Court Administrator

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

PATTERSON DENTAL SUPPLY, INC.,  
Plaintiff  
vs.  
CLEARFIELD DENTAL ART, LTD,  
Defendant

\* NO. 2004-1534-CD  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 20th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since February 1, 2005 and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 14, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

Nocc

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FILED

JUN 27 2013

William A. Shaw  
Prothonotary Clerk of Courts