

04-1608-CD
DANIEL L. WOOSTER vs. APPLACHIAN WOOD PRODUCTS, INC.

Daniel Wooster vs Appalachian Wood
2004-1608-CD

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

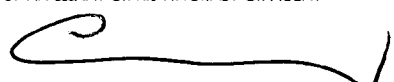
DISTRICT JUSTICE JUDGMENT

46th

COMMON PLEAS No. 04-1608-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Appalachian Wood Products, Inc.		MAG. DIST. NO. OR NAME OF D.J. Richard A. Ireland	
ADDRESS OF APPELLANT P.O. Box 1408		CITY Clearfield	STATE PA
		ZIP CODE 16830	
DATE OF JUDGMENT 10/11/04	IN THE CASE OF (Plaintiff) Daniel L. Wooster		(Defendant) Appalachian Wood Products, Inc.
CLAIM NO. CV 0000353-04 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Daniel L. Wooster, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 04-1608-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Daniel L. Wooster, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Oct. 14, 2004

Signature of Prothonotary or Deputy

FILED
12:44 PM
OCT 14 2004
Atty Belin
Pl \$85.00
Copies to Atty

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, _____

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD STREET
SUITE 133
CLEARFIELD, PA**

Telephone: **(814) 765-5335 16830**

ATTORNEY DEF PRIVATE :

**CARL A BELIN JR
BELIN & KUBISTA
15 N FRONT BOX 1
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**WOOSTER, DANIEL L
1081 WOOSTER DRIVE
FRENCHVILLE, PA 16836**

**RECEIVED
OCT 13 2004**

VS.

DEFENDANT:

NAME and ADDRESS

**APPLACHIAN WOOD PRODUCTS, INC.
PO BOX 1408
CLEARFIELD, PA 16830**

Docket No.: **CV-0000353-04**
Date Filed: **9/16/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **WOOSTER, DANIEL L**

☒ Judgment was entered against: (Name) **APPLACHIAN WOOD PRODUCTS, INC.**

in the amount of \$ **4,118.50** on: (Date of Judgment) **10/11/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$ 4,000.00
Judgment Costs	\$ 118.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,118.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

OCT 11 2004

Date **Richard A Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04-1608-C2

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT

Appalachian Wood Products, Inc.

MAG. DIST. NO. OR NAME OF D.J.

Richard A. Ireland

ADDRESS OF APPELLANT

P.O. Box 1408

CITY

Clearfield

STATE

PA

ZIP CODE

16830

DATE OF JUDGMENT

10/11/04

IN THE CASE OF (Plaintiff)

Daniel L. Wooster

(Defendant)

vs. Appalachian Wood Products, Inc.

CLAIM NO.

CV

0000353-04

LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Daniel L. Wooster

Name of appellee(s)

, appellee(s), to file a complaint in this appeal

(Common Pleas No. 04-1608-C2) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Daniel L. Wooster, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Oct. 14, 2004

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No. 04-1608-CD, upon the District Justice designated therein on (date of service) October 14, 2004, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Daniel L. Wooster, on October 14, 2004 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.
- ☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on October 14, 2004, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

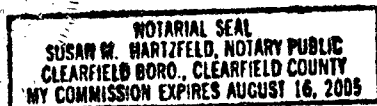
THIS 14th DAY OF Oct, 2004

Susan M. Hartzfeld
Signature of official before whom affidavit was made

Notary Public
Title of official

My commission expires on _____

Carl A. Belin, Jr.
Signature of affiant



FILED ^{E61K}

O 3.03 AM NOV

OCT 15 2004

William A. Shaw
Prothonotary

7003 3110 0001 9380 9469

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

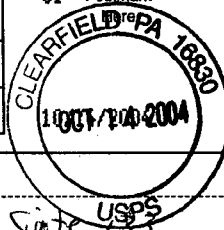
For delivery information, visit our website at www.usps.com

CLEARFIELD PA 16830

OFFICIAL USE

Postage	\$	\$0.37
Certified Fee		\$2.30
Return Receipt Fee (Endorsement Required)		\$1.75
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$4.42

0830
01 Postmark



Sent To	Richard Freeland
Street, Apt. No., or PO Box No.	650 Leonard St. Suite 103
City, State, ZIP+4	Clearfield PA 16830

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

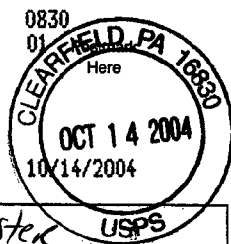
7003 3110 0001 9380 9452

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$	\$0.37
Certified Fee		\$2.30
Return Receipt Fee (Endorsement Required)		\$1.75
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$4.42



Sent To MR Daniel L Wooster

Street, Apt. No.,
or PO Box No. 1081 wooster Drive

City, State, ZIP+4 Frenchville PA 16838

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years.

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

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

DANIEL L. WOOSTER,
Plaintiff

vs.

APPALACHIAN WOOD PRODUCTS, INC.,
Defendant

:
:
: No. 04 - 1608 - CD
:
: SUPPLEMENTAL PROOF
: OF SERVICE
:

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED ^{EOK}
0124361 ^{NO}
OCT 19 2004 ^{CC}

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL L. WOOSTER,	:	
Plaintiff	:	
	:	No. 04 - 1608 - CD
vs.	:	
	:	
APPALACHIAN WOOD PRODUCTS, INC.,	:	
Defendant	:	

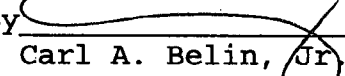
SUPPLEMENTAL PROOF OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Notice of Appeal on behalf of the Defendant in the above-captioned matter to the following parties by United States certified mail on the following dates, and said return receipts are attached hereto and made a part hereof:

Richard A. Ireland
650 Leonard Street
Clearfield, PA 16830
October 15, 2004

Mr. Daniel L. Wooster
1081 Wooster Drive
Frenchville, PA 16838
October 16, 2004

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendant

AWP	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Daniel L. Wooster</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Daniel L. Wooster</i> <i>10-16-04</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Mr. Daniel L. Wooster 1081 Wooster Drive Frenchville, PA 16838</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7003 3110 0001 9380 9452</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>	

AWP	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Kathy Hoyt</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Kathy Hoyt</i> <i>OCT 15 2004</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Richard A. Ireland 650 Leonard Street Suite 133 Clearfield, PA 16830</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7003 3110 0001 9380 9469</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>	

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

OCT 19 2000

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
DJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA
Telephone: **(814) 765-5335** **16830**

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **WOOSTER, DANIEL L**
1081 WOOSTER DRIVE
FRENCHVILLE, PA 16836

VS.
DEFENDANT: **APPLACHIAN WOOD PRODUCTS, INC.**
PO BOX 1408
CLEARFIELD, PA 16830

RICHARD A. IRELAND
650 LEONARD STREET
SUITE 133
CLEARFIELD, PA 16830

Docket No.: **CV-0000353-04**
Date Filed: **9/16/04**



THIS IS TO NOTIFY YOU THAT:
Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **WOOSTER, DANIEL L.**
☒ Judgment was entered against: (Name) **APPLACHIAN WOOD PRODUCTS, INC.**
in the amount of \$ **4,118.50** on: (Date of Judgment) **10/11/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on: _____

☐ This case dismissed without prejudice Prothonotary/Clerk of Courts

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

FILED
OCT 29 2004

William A. Shaw

Amount of Judgment	\$ 4,000.00
Judgment Costs	\$ 118.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,118.50

Post Judgment Credits \$ _____
Post Judgment Costs \$ _____
=====

Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

OCT 11 2004

Date **Richard A. Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

OCT 15 2004

Date **Richard A. Ireland**, District Justice

My commission expires first Monday of January, 2006 .

SEAL

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

DANIEL L. WOOSTER
Plaintiff

:

vs.

:

No. 2004-1608-CD

APPALACHIAN WOOD PRODUCTS,
INC.

:

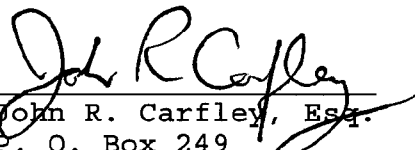
Defendant

:

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, attorney for the Plaintiff, Daniel L. Wooster do certify that on the 5th day of November, 2004, I served Plaintiff's Complaint on Defendant, Applachian Wood Products, Inc. by placing the same in the United States Mail, to the following attorney by first class U.S. mail, postage prepaid.

Carl A. Belin, Esq.
P. O. Box 1
Clearfield, Pa., 16830


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiff

FILED ^{E6K}

0 11:33 BA NO CC

NOV 05 2004

William A. Shaw
Prothonotary

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

DANIEL L. WOOSTER,

:

Plaintiff,

-vs-

: No. 2004 -1608 CD

APPALACHIAN WOOD
PRODUCTS, INC.,

:

:

Defendant.

: PLAINTIFF'S COMPLAINT

:

Counsel for this Party:

:

John R. Carfley, Esq.

:

P.O. Box 249

Philipsburg, PA 16866

:

(814) 342-5581

:

:

FILED ^{E6K}

0 11:33 AM NOV 05 2004

NOV 05 2004

William A. Shaw
Prothonotary

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

DANIEL L. WOOSTER, :
 :
Plaintiff, :
-vs- : No. 2004 1608- CD
 :
APPALACHIAN WOOD :
PRODUCTS, INC., :
 :
Defendant.

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

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

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Extension 5982

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

DANIEL L. WOOSTER, :
 :
Plaintiff, :
-vs- : No. 2004 -1608 CD
 :
APPALACHIAN WOOD :
PRODUCTS, INC., :
 :
Defendant.

COMPLAINT

AND NOW COMES, the Plaintiff, DANIEL L. WOOSTER, who by and through his attorney John R. Carfley, Esquire, sets forth the following claim against the Defendant, APPALACHIAN WOOD PRODUCTS, INC. and in support of said claims sets forth the following factual averments:


1. Plaintiff Daniel L. Wooster is an adult individual currently residing in Clearfield County at 1081 Wooster Drive, Frenchville, Pennsylvania 16836.
2. Defendant Appalachian Wood Products, Inc. is a corporate business entity believed to be incorporated and doing business under the laws of the Commonwealth of Pennsylvania with a principal place of business located at P.O. Box 1408, Route 879, Clearfield, Pennsylvania 16830.
3. Plaintiff was continuously employed as a salaried employee by the Defendant from 1986 until he voluntarily terminated his employment on February 21, 2003. During the last thirteen (13) years of employment Plaintiff was a member of the Defendant's management team.
4. At no time during the Plaintiff's period of employment with the Defendant were the terms of employment reduced to a formal written employment contract; rather all terms including but not limited to salary, benefits, employment policy, work conditions, bonuses and/or retirement planning were agreed to orally between the parties.
5. As part of the compensation package to employees within the management program, Defendant made donations to the employee's 401K retirement plan and also developed a system of profit sharing and paid bonuses to management based on the overall annual productivity and profitability of the company.

6. The aforementioned profit sharing bonuses paid as part of the compensation package to management employees, were based on the annual percentage profit margin, with each management employee receiving \$1000 per one full percent over five percent (5%).
7. In each year that the Defendant had an end of year profit margin in excess of six percent (6%), a bonus was paid to each management employee within the company, consistent with the outlined profit sharing plan.
8. As with all other terms of employment, no written documents were created to formally outline the terms and conditions of the profit sharing plan. Furthermore, at no time were there oral discussions between the corporate officers and members of the management team, which set forth particular eligibility requirements for the vesting of and receipt of the profit sharing bonus.

COUNT I - Breach of Contract

9. Plaintiff incorporate paragraph 1 through 7 inclusive as though set forth here at length.
10. Plaintiff remained employed in a managerial position with the Defendant company for the entire 2002 calendar year.
11. It is believed and therefore averred that the Defendant company operated at a profitable margin in excess of thirteen percent (13%), entitling managerial employees to a profit sharing bonus of \$8,000.
12. It is believed and therefore averred that on April 9, 2003, profit sharing bonuses in the amount of \$8,000 were paid by Defendant to managerial employees in a position similar to the one occupied by the Plaintiff for the 2002 calendar year.
13. Despite being employed by and in good standing with the Defendant in a managerial position for the entire calendar year, Plaintiff has to date not received his profit sharing bonus for the 2002 fiscal year.
14. From the end of the 2002 calendar year until the decision by Plaintiff to terminate his employment with the Defendant, Plaintiff was never informed by the Defendant that his right to receive the profit sharing bonus was pursuant to his maintaining employment with the Defendant.
15. Defendant's failure to make payment of the 2002 profit sharing bonus is a material breach of the oral employment contract between themselves and the Plaintiff and entitles Plaintiff to damages in the amount of the bonus paid plus interest and costs.

WHEREFORE, Plaintiff demands that judgment be entered in favor of the Plaintiff and against Defendant for a sum of \$8,000.00 plus costs and interest.



John R. Carfley, Esq.
Attorney for Plaintiff
222 Presqueisle Street
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: November 3, 2004

VERIFICATION

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

Daniel R. Wooster

Dated: 11-3-04

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

DANIEL L. WOOSTER,
Plaintiff

vs.

APPALACHIAN WOOD PRODUCTS, INC.,
Defendant

:
:
: No. 04 - 1608 - CD
:
: ANSWER TO COMPLAINT
:
:

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

EGK
FILED 3CC
0/3:02611 Atty Belin
NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL L. WOOSTER, :
Plaintiff :
 : No. 04 - 1608 - CD
vs. :
 :
APPALACHIAN WOOD PRODUCTS, INC., :
Defendant :

ANSWER TO COMPLAINT

AND NOW comes Defendant, Appalachian Wood Products, Inc. ("AWP"), by and through its attorneys, Belin & Kubista, and files the following answer to the Complaint filed by Plaintiff, Daniel L. Wooster ("Wooster"), and in support thereof avers as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is denied in that Wooster was employed as a salaried employee from May 22, 1989, until his voluntary termination on February 21, 2003. The remainder of the allegation is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is denied and it is averred that bonuses based upon profit sharing were developed as a benefit in late 1994 and from the inception were at all times discretionary and were paid to management commencing on March 15, 1995, subject to the following conditions:

(a) that AWP made a profit for the period covered by the bonus in excess of five (5%) per cent;

(b) that the bonuses were at all times discretionary and were paid only upon final decision made by the President of AWP to award such bonuses; and

(c) bonus eligibility required that for the person to receive a bonus he/she had to be employed at the time that the bonus was awarded and paid.

It is further averred that in the event the bonuses were not paid no other compensation is provided management to make up for the loss of that benefit.

6. Paragraph 6 is denied as averred and no contract existed for the payment of the bonuses but they were discretionary and subject to the approval by the president; it is admitted that where bonuses were awarded the calculation was based upon a management employee receiving \$1,000 per one full percent where AWP had earned profits over five (5%) percent for the preceding year, and in further answer thereto, Paragraphs 1 through 5 of this Answer are hereby incorporated by reference and made a part hereof.

7. Paragraph 7 is denied as averred and it is averred that the Defendant awarded bonuses in accordance with the procedures set forth in Paragraphs 5 and 6 herein which are hereby incorporated by reference and made a part hereof.

8. Paragraph 8 is admitted insofar as there was no written documents created to outline the eligibility for the bonuses; it is denied that no oral discussions were held between the corporate officers and management, and to the contrary, it is averred that on each occasion the bonuses were awarded in 1995 and thereafter, a meeting with all management was held where Dennis McCahan, president of AWP, outlined the procedure and conditions set forth in Paragraphs 5 and 6 and Wooster attended every meeting and was aware he had to be employed at the time the bonus was awarded to be eligible for receiving the bonus from the inception of the program until he terminated his employment.

COUNT I - BREACH OF CONTRACT

9. Paragraphs 1 through 8 of this Answer are hereby incorporated by reference and made a part hereof.

10. Paragraph 10 is admitted.

11. Paragraph 11 is denied and it is averred that management employees were not entitled to a profit sharing bonus of \$8,000 unless said bonus was awarded and paid at a time when the employee was employed by AWP. As the bonus was awarded on April 9, 2003, at a time Wooster was no longer employed by AWP as a result of his voluntary termination, he was not eligible for the bonus and was not awarded and paid the bonus.

12. Paragraph 12 is admitted that bonuses amounting to \$8,000 were awarded to managerial employees who were employed by AWP on April 9, 2003, at the time the bonus was awarded based upon the profits earned by AWP for the year of 2002.

13. Paragraph 13 is denied and it is averred that as Plaintiff was not employed at the time that the bonus was awarded he was not eligible for said bonus paid on April 9, 2003, and Paragraphs 5, 6, 8, and 11 of the Answer are hereby incorporated by reference and made a part hereof.

14. Paragraph 14 is denied as Wooster received checks for profit sharing bonuses on April 5, 2002, and a meeting was held that day which Wooster attended where Dennis McCahan reviewed the conditions for eligibility for the bonus as set forth in Paragraph 5 of this Answer which is hereby incorporated by reference and made a part hereof. It is further averred that Wooster attended other meetings where the bonuses were awarded in prior years where Dennis McCahan made the same speech regarding eligibility for the pension which meetings were held on the following dates:

3/10/95

3/14/96

4/14/97

4/06/98

3/15/99.

15. Paragraph 15 is denied and in further answer hereto, Paragraphs 1 through 14 of the Answer are hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendant demands judgment be entered in favor of Defendant and against Plaintiff, together with costs.

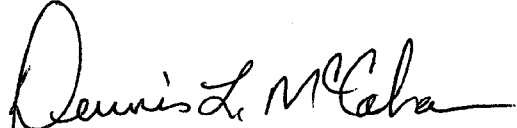
BELIN & KUBISTA

A handwritten signature in dark ink, appearing to be 'Carl A. Belin, Jr.', written over a horizontal line.

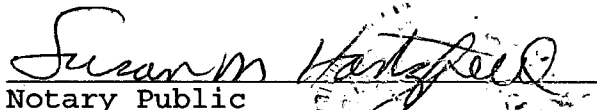
Carl A. Belin, Jr., Esquire
Attorney for Defendant

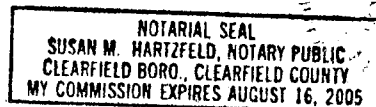
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared DENNIS McCAHAN, who deposes and says he is the President of APPALACHIAN WOOD PRODUCTS, INC., and as such President being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Complaint are true and correct to the best of his knowledge, information and belief.


Dennis McCahan

Sworn and subscribed before me this 19th day of November, 2004.


Notary Public



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

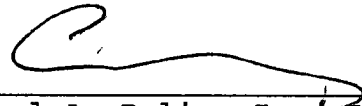
DANIEL L. WOOSTER, :
Plaintiff :
 : No. 04 - 1608 - CD
vs. :
 :
APPALACHIAN WOOD PRODUCTS, INC., :
Defendant :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of Answer to Complaint on behalf of the
Defendant in the above-captioned matter to the following party
by United States postage prepaid first class mail on
November 19, 2004:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendant

BELIN & KUBISTA
ATTORNEYS AT LAW
16 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL L. WOOSTER
Plaintiff

vs.

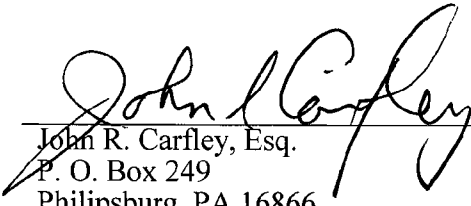
No. 2004-1608-CD

APPALACHIAN WOOD PRODUCTS,
INC.
Defendant

NOTICE OF INTENTION TO PROCEED

To: Prothonotary of Clearfield County

I, John R. Carfley, Esquire, attorney for the Plaintiff, Daniel L. Wooster, do hereby state that we intend to proceed on this matter and request that the case be kept on the active list.


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866
Attorney for Plaintiff

Dated: July 2, 2007

FILED *no cc*
JUL 03 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL L. WOOSTER
Plaintiff

vs.

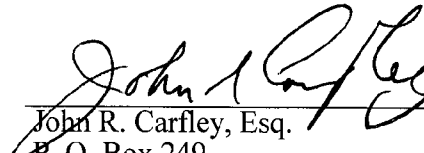
APPALACHIAN WOOD PRODUCTS,
INC.
Defendant

:
:
:
: No. 2004-1608-CD
:
:
:

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, attorney for the Plaintiff, Daniel L. Wooster do certify that on the 2nd day of July, 2007, I served Plaintiff's Notice of Intention to Proceed on Defendant, Applachian Wood Products, Inc. by placing the same in the United States Mail, to the following attorney by first class U.S. mail, postage prepaid.

Carl A. Belin, Esq.
P. O. Box 1
Clearfield, PA 16830



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiff

CA

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

FILED 

NOV 10 2008

m/8:35/w

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Att

DANIEL L. WOOSTER
Plaintiff

vs.

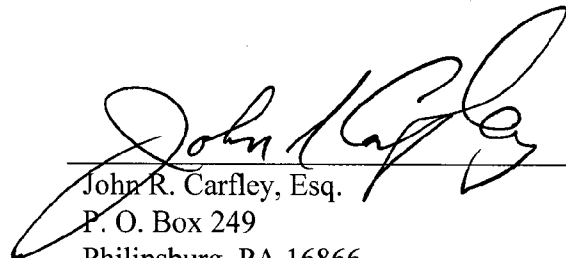
:
:
:
: No. 2004-1608-CD
:
:
:

APPALACHIAN WOOD PRODUCTS,
INC.
Defendant

PRAECIPE

To: Prothonotary of Clearfield County

I, John R. Carfley, Esquire, attorney for the Plaintiff, Daniel L. Wooster, do hereby request that the above matter be placed on the list for arbitration at the next available date.



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866
Attorney for Plaintiff

Dated: October 30, 2008

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

DANIEL L. WOOSTER
Plaintiff

vs.

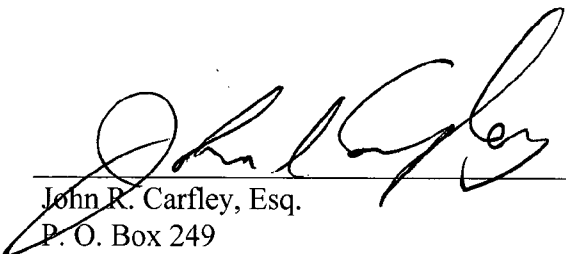
APPALACHIAN WOOD PRODUCTS,
INC.
Defendant

:
:
:
: No. 2004-1608-CD
:
:
:

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, attorney for the Plaintiff, Daniel L. Wooster do certify that on the 16th day of November, 2008, I served the enclosed Praecipe on Defendant, Applachian Wood Products, Inc. by placing the same in the United States Mail, to the following attorney by first class U.S. mail, postage prepaid.

Carl A. Belin, Esq.
P. O. Box 1
Clearfield, PA 16830



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiff

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

DANIEL L. WOOSTER

vs.

No. 04-1608-CD

APPALACHIAN WOOD PRODUCTS,
INC.

ORDER

NOW, this 14th day of January, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Friday, January 30, 2009 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman

Girard Kasubick, Esquire

Robin J. Foor, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

FILED

01/10/09
JAN 14 2009

6cc
CIA

William A. Shaw
Prothonotary/Clerk of Courts



FREDRIC J. AMMERMAN
President Judge

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

DANIEL L. WOOSTER
Plaintiff

vs.

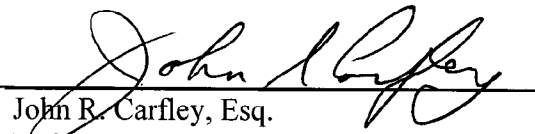
APPALACHIAN WOOD PRODUCTS,
INC.
Defendant

:
:
:
: No. 2004-1608-CD
:
:
:

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above case settled, discontinued and ended.


John R. Carfley, Esq.
P.O. Box 249
Philipsburg, PA 16866
Attorney for Plaintiff

Dated: February 2, 2009

^s
FILED ice + 1 cert of
m/10:50am disc to Atty
FEB 04 2009 Carfley
William A. Shaw
Prothonotary/Clerk of Courts
copy to C/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Daniel L. Wooster

Vs.

No. 2004-01608-CD

Appalachian Wood Products, Inc.

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 4, 2009, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Carl A. Belin Jr Esq.
Record costs in the sum of \$20.00 have been paid in full by John R. Carfley Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of February A.D. 2009.



William A. Shaw, Prothonotary

LM