

05-42-CD
Rossi Wood et al vs. Tri-Woods et al

, rNC. et al.

Rossi Wood Prods et al v Tri-Woods Inc et al
2005-042-CD

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

ROSSI WOOD PRODUCTS, INC.,
Successor to Rossi American Hardwoods,
Inc.,

Plaintiff

vs.

TRI-WOODS, INC. and DUSTIN J.
HORCHEN,

Defendants

)
: No. 05-42-CD
)
: Type of Pleading: Complaint
)
:
: Filed on Behalf of: Rossi Wood
: Products, Inc., Successor to Rossi
: American Hardwoods, Inc.
:
: Counsel of Record for This Party:
:
: Robert A. Mix, Esquire
: ID #16164
: Lee, Green & Reiter, Inc.
: 115 E. High Street, PO Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED 2cc Sheriff
12:04 PM JAN 10 2005 Atty pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No.
Inc.,)
Plaintiff :)
vs. :)
TRI-WOODS, INC. and DUSTIN J. :)
HORCHEN, :)
Defendants :)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
814-765-2641 Ext. 5982

LEE, GREEN & REITER, INC.

By:

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No.
Inc.,)
Plaintiff :
vs.)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

COMPLAINT

NOW COMES Plaintiff Rossi Wood Products, Inc., successor to Rossi American Hardwoods, Inc., by its attorneys, Lee, Green & Reiter, Inc., and respectfully represents:

1. Rossi Wood Products, Inc. (Rossi) is a Connecticut corporation with a place of business at 162 West Street, Cromwell, CT 06416.
2. Defendants are:
 - a. Tri-Woods, Inc. (Tri-Woods), a Pennsylvania corporation with a place of business at 329 Aspen Way, DuBois, PA 15801.
 - b. Dustin J. Horchen (Horchen), an adult individual with a place of residence at 521 Locust Street, Apartment B, DuBois, PA 15801.
3. Rossi is the successor to Rossi American Hardwoods, Inc., (Rossi American) and the purchaser of its accounts receivable.
4. At all times relevant to this civil action, Rossi American was a producer and seller of hardwood lumber.

5. At all times relevant to this civil action, Blue Triangle Hardwoods (Blue Triangle) and Mallery Lumber (Mallery) were divisions of Rossi American.

6. At all times relevant to this civil action, Tri-Wood was a manufacturer and seller of cabinetry and wood products.

7. On or about April 21, 2002, Tri-Wood submitted a Credit Application and Credit Purchase Agreement to Rossi American, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A".

8. Rossi American accepted the Credit Application and Credit Purchase Agreement and established an account for Tri-Wood.

9. On or about April 21, 2002, Horchen executed a Personal Guaranty, which, among other things, guaranteed payment of Tri-Wood's account with Rossi American, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A".

10. On or about August 28, 2002, Mallery sold and delivered to Tri-Wood lumber and related products of the descriptions and quantities, on the terms and conditions and at the prices set forth in the invoice, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "B."

11. Tri-Wood received and accepted said lumber and related products.

12. The total principal balance of Tri-Wood's account in the amount of \$18,154.99 is past due and payable.

13. On or about July 22, 2002 through August 7, 2002, Blue Triangle sold and delivered to Tri-Wood lumber and related products of the descriptions and quantities, on the terms and conditions and at the prices as set forth in the invoices, true and correct copies of which are attached hereto, incorporated herein and marked Exhibit "C."

14. Tri-Wood received and accepted said lumber and related products.

15. The total principal balance of Tri-Wood's account in the amount of \$56,037.40 is past due and payable.

16. Pursuant to the terms of the Credit Application and Credit Purchase Agreement, Tri-Wood agreed to pay interest at the rate of 1 1/2% per month on all amounts past due.

17. To the date of filing this Complaint, interest in the total amount of \$29,051.04 has accrued and is past due and payable. True and correct copies of the account statements are attached hereto, incorporated herein and marked Exhibit "D."

18. Pursuant to the Credit Application and Credit Purchase Agreement, Tri-Wood agreed to pay reasonable collection costs and attorneys fees incurred by Rossi American in attempting to collect its account.

19. Despite a demand therefore, Tri-Wood has failed to pay said accounts and interest.

20. Pursuant to the Personal Guaranty, Horchen agreed to pay any amounts due Rossi American by Tri-Wood.

21. Despite a demand therefore, Horchen has failed to pay said accounts and interest.

WHEREFORE, Rossi demands judgment in its favor and against Tri-Wood and Horchen, jointly and severally, in the amount of \$103,243.43, plus additional interest, collection and attorney's fees and costs.

LEE, GREEN & REITER, INC
By: 

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

TERMS AND CONDITIONS

LIMITATIONS AND LIABILITY

Rossi will use reasonable commercial efforts to follow your instructions and deliver to you products that meet your quality expectations and time requirements. While we recognize that good performance is vital to maintaining our reputation, we cannot and do not make any warranties, either express or implied as to the character or quality of the materials or service to be furnished or provided by us beyond their conformity to the product description. In addition, and without limitation, we shall not be liable for your loss of any kind whatsoever due to delays or failure to perform caused directly or indirectly by acts of God, strikes, failure of transportation agencies, public enemy, the elements, war, insurrection, shortage of labor or material, government regulation, damage or accident to machinery or equipment, electric power failure, injury or damage to or loss of property delivered to us by the customer, or any other cause.

In consideration of our providing the product and services requested by the Customer, the Customer hereby agrees to assume all risks and hold Rossi harmless from any and all liability, actions, claims or demands of any kind, including negligence, which may arise from, or in connection with the work, labor, services and/or materials, furnished, provided, and/or performed on your behalf.

If a product made or manufactured by Rossi is found to be defective or is labeled or shipped in error, Rossi's sole liability will be to promptly replace such defective products and/or correct such error in shipment at its expense, provided written notice of such defect or error in labeling or shipment is given to Rossi within ten (10) days after its arrival at its destination. The Customer shall return such products to Rossi if requested. In no event, including gross negligence, shall Rossi be liable for any consequential damages.

SHIPMENT AND TRANSPORTATION

Unless otherwise stated, the terms "shipment" means shipment from the mill or interior shipping point. Unless otherwise specified in the purchase order or invoice, Rossi reserves the right to determine the facility from which the order is shipped. Any demurrage charges levied by the receiving port shall be the responsibility of the Customer. All products are shipped FOB Point of Sale. Freight will be charged on all shipments unless otherwise stated.

MEASUREMENT

Measurement shall be in accordance with the rules of the National Hardwood Lumber Association in force at the date of the contract. The amount of the product shipped may vary within 10% +/- of the quantity of goods ordered, except in the case of dimension stock when the quantity of goods shall be within 5% +/- of the number of pieces ordered.

ARBITRATION

Should any dispute arise with respect to any matter connected with a sale by Rossi, the Customer shall nevertheless accept delivery and custody of the goods and make due payment. All disputes (including claims of non-shipment) shall be settled by friendly arrangement if possible. Failing that, they shall be referred to three Arbitrators, one to be appointed by the Customer, one to be appointed by Rossi and one to be appointed by the other two. The award of the Arbitrators shall be binding on the Customer and Rossi. The costs of the Arbitration shall be divided equally between the Customer and Rossi.

In the event of a claim arising on all or any portion of a shipment, the entire shipment shall be held aside intact until Rossi or the selected Arbitrators have inspected and settled such claim. If any portion of a shipment shall be removed or used without Rossi's written consent, the Customer waives any right to make a claim.

TERMS OF PAYMENT

All invoices issued by Rossi are payable according to the terms stated on our invoice, or if none appear, according to terms of Net 30. All payments due to Rossi are payable in U.S. funds. A service charge of 1 1/2% per month or the maximum allowed by law, whichever is lower will be charged on any past due balance. If the account is placed for collection, the Customer agrees to pay all costs of collection, including reasonable attorney fees. The Title to goods shall remain with Rossi until payment in full has been received, regardless of designation of shipper and recipient on BOL. The Customer authorizes Rossi to stop or delay shipment of goods in the event of unsatisfactory payment arrangements. The Customer recognizes and agrees that Rossi may report the status of delinquent accounts to established credit bureaus.

Domestic Invoice

Route 26 North

Route 2000
Everett, PA 15537

Everett, PA 15537
Phone: 814-652-91

Phone: 814-652-5111

Fax: 814-632-3863

www.rossiwood.com
e-mail: rvpsales@rossiwood.com

Blue Triangle Hardwoods

**Division Of
Rossi Wood Products**

SALESMAN	ORDER NO.	PAGE
	02P6268	1

INVOICE NO.	INVOICE DATE
02P48883	29-Jul-2002

101

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois PA 15801
USA

Ship To:

Customer pick up

CUSTOMER NO.		CUSTOMER PO.	DATE SHIPPED	CARRIER	PPD. COLLECT	
TRIWO01		Ryan	26-Jul-02	02P002210	Select	
MILL		TERMS	SHIP VIA	FOB / CIF		
Blue Triangle - Pennsylvania		1/10 Net 30	Truck	FOB Mill		
DESCRIPTION			QUANTITY	PRICE	UNIT	AMOUNT
5/4 Red Oak Prime Strip-5" NHLA KD RL			12,189	\$1,740.00	BF	\$21,208.86
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> EXHIBIT Tables <u>B</u> </div>						
Tax: \$0.00						
\$21,208.86						

EXHIBIT

1

Tax: **\$0.00**

\$0.00

IF PAID ON OR BY 8/8/2002 you may take the discount of \$212.09 and pay \$20,996.77

\$21,208.86

TERMS: 1. No claims allowed unless made within five(5) days from delivery. In the event of any claim, all goods must be held for inspection. 2. Any claim and or re-inspection arising from this shipment shall be handled in accordance with procedures of the applicable grading agency for the supplying mill. 3. Delivery under this contract shall be excused if the delay or non-shipment is caused directly or indirectly by government embargo, war, strikes, fires, tornadoes, floods or other conditions beyond the control of the Seller. 4. If payment terms are not set forth herein or in the other documents associated with this sale, payment is due within thirty(30) days of the date of this invoice. 5. If payment is not made in accordance with the terms of this sale, Buyer agrees to pay a service charge to the Seller of 1.5% per month and in addition, agrees to pay Seller all costs incurred by Seller in the collection of any sums due under this invoice, including but not limited to attorneys fees, court costs and all other costs of collection. Seller will bear all costs until payment in full has been received.

6. Title to goods shall remain with Rossi until payment in full has been received.
THIS SHIPMENT INCLUDING ANY BLOCKING OR DUNNAGE CONTAINS 100% U.S. HARDWOOD PRODUCT

Domestic Invoice
Route 26 North
Everett, PA 15537
Phone: 814-652-9111
Fax: 814-652-5863
www.rossiwood.com
e-mail: rwpsales@ro

Blue Triangle Hardwoods

Division Of Rossi Wood Products

SALESMAN	ORDER NO.	PAGE
	02P5667	1

INVOICE NO.	INVOICE DATE
02P48921	05-Aug-2002

To:
Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois PA 15801
USA

Ship To:
Tri-Woods, Inc
329 Aspenway
DuBois PA

If PAID ON OR BY 8/15/2002 you may take the discount of \$110.10 and pay \$11,158.58

\$11,268.68

TERMS: 1. No claims allowed unless made within five(5) days from delivery. In the event of any claim, all goods must be held for inspection. 2. Any claim and or re-inspection arising from this shipment shall be handled in accordance with procedures of the applicable grading agency for the supplying mill. 3. Delivery under this contract shall be excused if the delay or non-shipment is caused directly or indirectly by government embargo, war, strikes, fires, tornadoes, floods or other conditions beyond the control of the Seller. 4. If payment terms are not set forth herein or in the other documents associated with this sale, payment is due within thirty(30) days of the date of this invoice. 5. If payment is not made in accordance with the terms of this sale, Buyer agrees to pay a service charge to the Seller of 1.5% per month and in addition, agrees to pay Seller all costs incurred by Seller in the collection of any sums due under this invoice, including but not limited to attorneys fees, court costs and all other costs of collection.

6. Title to goods shall remain with Rossi until payment in full has been received.

THIS CONTRACT CONTAINS 100% U.S. HARDWOOD PRODUCT

THIS SHIPMENT INCLUDING ANY BLOCKING OR DUNNAGE CONTAINS 100% U.S. HARDWOOD PRODUCT

Domestic Invoice

Route 26 North

Phone : 814-652-01

Fax: 814 652 5863

www.received.com

e-mail: ryp@rossiwood.com

Blue Triangle Hardwoods

Division Of Rossi Wood Products

Please Remit To:

Blue Triangle Hardwoods

Dept. # 77-6579

Chicago, IL 60678-6579

SALESMAN	ORDER NO.	PAGE
	02P5668	1

INVOICE NO.	INVOICE DATE
02P48933	07-Aug-2002

. To:

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois PA 15801
USA

Ship To:

Same

If PAID ON OR BY 8/17/2002 you may take the discount of \$101.35 and pay \$10,293.05.

\$10,394.40

TERMS: 1. No claims allowed unless made within five(5) days from delivery. In the event of any claim, all goods must be held for inspection. 2. Any claim and or re-inspection arising from this shipment shall be handled in accordance with procedures of the applicable grading agency for the supplying mill. 3. Delivery under this contract shall be excused if the delay or non-shipment is caused directly or indirectly by government embargo, war, strikes, fires, tornadoes, floods or other conditions beyond the control of the Seller. 4. If payment terms are not set forth herein or in the other documents associated with this sale, payment is due within thirty(30) days of the date of this invoice. 5. If payment is not made in accordance with the terms of this sale, Buyer agrees to pay a service charge to the Seller of 1.5% per month and in addition, agrees to pay Seller all costs incurred by Seller in the collection of any sums due under this invoice, including but not limited to attorneys fees, court costs and all other costs of collection. 6. Title to goods shall remain with Rossi until payment in full has been received.

THIS SHIPMENT INCLUDING ANY BLOCKING OR DUNNAGE CONTAINS 100% U.S. HARDWOOD PRODUCT

**Domestic Invoice
Route 26 North
Everett, PA 15537
Phone : 814-652-9111
Fax: 814-652-5863
www.rossiwood.com
e-mail: rwp sales@ros**

Blue Triangle Hardwoods

Division Of **Rossi Wood Products**

Please Remit To:

Blue Triangle Hardwoods
Dept. # 77-6579
Chicago, IL 60678-6579

SALESMAN	ORDER NO.	PAGE
Randy Filament	02P6426	1

INVOICE NO.	INVOICE DATE
02P49139	04-Sep-2002

To:

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois PA 15801
USA

Ship To:

If PAID ON OR BY 9/14/2002 you may take the discount of \$133.20 and pay \$13,187.25 \$13,320.45,

TERMS: 1. No claims allowed unless made within five(5) days from delivery. In the event of any claim, all goods must be held for inspection. 2. Any claim and or re-inspection arising from this shipment shall be handled in accordance with procedures of the applicable grading agency for the supplying mill. 3. Delivery under this contract shall be excused if the delay or non-shipment is caused directly or indirectly by government embargo, war, strikes, fires, tornadoes, floods or other conditions beyond the control of the Seller. 4. If payment terms are not set forth herein or in the other documents associated with this sale, payment is due within thirty(30) days of the date of this invoice. 5. If payment is not made in accordance with the terms of this sale, Buyer agrees to pay a service charge to the Seller of 1.5% per month and in addition, agrees to pay Seller all costs incurred by Seller in the collection of any sums due under this invoice, including but not limited to attorneys fees, court costs and all other costs of collection. 6. Title to goods shall remain with Rossi until payment in full has been received.

THIS SHIPMENT INCLUDING ANY BLOCKING OR DUNNAGE CONTAINS 100% U.S. HARDWOOD PRODUCT

Domestic Invoice
158 La Barre Street
Hancock, NY 13783
Phone : 607-637-2236
Fax: 607-637-2283
www.rossiwood.com
e-mail: rwp sales@rossiwood.com

Mallery Lumber

**Division Of
Rossi Wood Products**

Please Remit To:

**Mallery Lumber
Dept. # 77-6579
Chicago, IL 60678-6579**

SALESMAN	ORDER NO.	PAGE
Randy Flament	07N92230	1

INVOICE NO:	INVOICE DATE
07N6628	28-Aug-2002

To:

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois PA 15801
USA

Ship To:

EXHIBIT

336

C

Tax: \$0.00

If PAID ON OR BY 9/7/2002 you may take the discount of \$181.55 and pay \$17,973.44

\$18,154.99

TERMS: 1. No claims allowed unless made within five(5) days from delivery. In the event of any claim, all goods must be held for inspection. 2. Any claim and or re-inspection arising from this shipment shall be handled in accordance with procedures of the applicable grading agency for the supplying mill. 3. Delivery under this contract shall be excused if the delay or non-shipment is caused directly or indirectly by government embargo, war, strikes, fires, tornadoes, floods or other conditions beyond the control of the Seller. 4. If payment terms are not set forth herein or in the other documents associated with this sale, payment is due within thirty(30) days of the date of this invoice. 5. If payment is not made in accordance with the terms of this sale, Buyer agrees to pay a service charge to the Seller of 1.5% per month and in addition, agrees to pay Seller all costs incurred by Seller in the collection of any sums due under this invoice, including but not limited to attorneys fees, court costs and all other costs of collection.

THIS SHIPMENT INCLUDING ANY BLOCKING OR DUNNAGE CONTAINS 100% U.S. HARDWOOD PRODUCT

Customer Statement

Mallery Lumber

158 La Barre Street
Hancock, NY 13783
607-637-2236
607-637-2283

Customer:

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois, PA 15801

Customer No.:

TRIWOO01

Statement Date as of:

November 16, 2004

Remit To:

Mallery Lumber
Dept. # 77-6579
Chicago, IL 60678-6579

Inv Date	Due Date	Invoice No	Amount	Payments	Discount	Balance
8/28/2002	9/27/2002	07N6628	\$18,154.99			\$18,154.99

Current	1-30 days	31-60 days	61-90 days	Over 90 days	Interest	Total Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$18,154.99	\$7,080.45	\$25,235.44

EXHIBIT

tables

D

Customer Statement

Blue Triangle Hardwoods

Route 26 North
Everett, PA 15537
814-652-9111
814-652-5863

Customer:

Tri-Woods, Inc
301 Aspenway
P.O. Box 275
DuBois, PA 15801

Customer No.:

TRIWOO01

Statement Date as of:

November 16, 2004

Remit To:

Blue Triangle Hardwoods
Dept. # 77-6579
Chicago, IL 60678-6579

Inv. Date	Due Date	Invoice No.	Amount	Payments	Discount	Balance
7/29/2002	8/28/2002	02P48883	\$21,208.86	\$154.99	\$0.00	\$21,053.87
8/5/2002	9/4/2002	02P48921	\$11,268.68			\$11,268.68
8/7/2002	9/6/2002	02P48933	\$10,394.40			\$10,394.40
9/4/2002	10/4/2002	02P49139	\$13,320.45			\$13,320.45

Current	1-30 days	31-60 days	61-90 days	Over 90 days	Interest	Total Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$56,037.40	\$21,970.59	\$78,007.99

Attn: Ray Frank

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods,) No.
Inc.,)
Plaintiff :
)
vs.)
TRI-WOODS, INC. and DUSTIN J.)
HORCHEN,)
Defendants :
)

VERIFICATION

Todd Burns, of Rossi Wood Products, Inc., states that he is a duly authorized representative of Rossi Wood Products, Inc., Successor to Rossi American Hardwoods, Inc.; that he is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Todd Burns

*Attn: Ray Frank*IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods,) No.
Inc.,)
Plaintiff :)
vs.)
:)
TRI-WOODS, INC. and DUSTIN J.)
HORCHEN,)
Defendants :)

VERIFICATION

Todd Burns, of Rossi Wood Products, Inc., states that he is a duly authorized representative of Rossi Wood Products, Inc., Successor to Rossi American Hardwoods, Inc.; that he is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Todd Burns

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100129
NO: 05-42-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: ROSSI WOOD PRODUCTS INC.

vs.

DEFENDANT: TRI-WOODS, INC. and DUSTIN J. HORCHEN

SHERIFF RETURN

NOW, January 17, 2005 AT 11:48 AM SERVED THE WITHIN COMPLAINT ON TRI-WOODS, INC. DEFENDANT AT 329 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DUSTIN HORCHEN, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED

6K FEB 10 2005

6/2:30a

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100129
NO: 05-42-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: ROSSI WOOD PRODUCTS INC.
vs.
DEFENDANT: TRI-WOODS, INC. and DUSTIN J. HORCHEN

SHERIFF RETURN

NOW, January 17, 2005 AT 11:48 AM SERVED THE WITHIN COMPLAINT ON DUSTIN J. HORCHEN DEFENDANT AT (Employment) 329 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DUSTIN HORCHEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100129
NO: 05-42-CD
SERVICES 2
COMPLAINT

PLAINTIFF: ROSSI WOOD PRODUCTS INC.
vs.
DEFENDANT: TRI-WOODS, INC. and DUSTIN J. HORCHEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LEE	11994	20.00
SHERIFF HAWKINS	LEE	11994	39.76

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

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

ROSSI WOOD PRODUCTS, INC.,)
Plaintiff : No. 05-42-CD
)
vs. :
)
TRI-WOODS, INC. and :
DUSTIN J. HORCHEN, :
Defendants :
)

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT AGAINST
DEFENDANT TRI-WOODS, INC.

To the Prothonotary:

Defendant Tri-Woods, Inc., having failed to respond to the Complaint or otherwise appear in the captioned action within the time period prescribed by the Pennsylvania Rules of Civil Procedure, kindly enter judgment against Defendant Tri-Woods, Inc., in the amount of \$103,243.43, plus interest, cost of suit, attorney's fees and delay damages. I hereby certify that a written notice of intention to file this Praeclipe was mailed to Defendant Tri Woods, Inc. on February 11, 2005. A true and correct copy of the Notice is attached hereto.

LEE, GREEN & REITER, INC.

By:

Robert A. Mix
Robert A. Mix, Esq., ID #16164

Attorney for Plaintiff
115 East High Street
Lock Drawer 179
Bellefonte, PA 16823

814-355-4769

FILED

Atty pd.
20.00

1/9/05 B&L
MAR 04 2005
Notice to Def.
No Statement to
William A. Shaw
Prothonotary/Clerk of Courts
An Requested

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

ROSSI WOOD PRODUCTS, INC.,
Successor to Rossi American Hardwoods,
Inc.,) No. 05-42-CD
Plaintiff)
vs.)
TRI-WOODS, INC. and DUSTIN J.
HORCHEN,)
Defendants)

To: Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801

Date of Notice: February 11, 2005

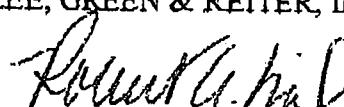
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, Ext. 5982

LEE, GREEN & REITER, INC.

By:


Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

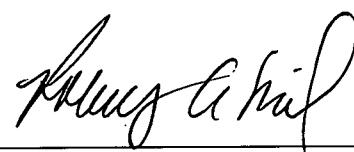
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
)
vs. :
)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe for Entry of
Judgement Against Defendant Tri-Woods, Inc. was deposited in the United States mail, postage
prepaid, in Bellefonte, Pennsylvania, on the 25th day of February, 2005 addressed to the
following:

Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801



Robert A. Mix, Esq.

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

COPY

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

NOTICE OF ENTRY OF JUDGMENT

To: **Tri-Woods, Inc.**
329 Aspen Way
DuBois, PA 15801

Pursuant to Rule 236, you are hereby notified that a judgment has been entered against
you pursuant to the District Justice decision rendered in the above-captioned proceeding.

Will H. Chapman

Prothonotary

Dated: March 4, 2005

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

COPY

Rossi Wood Products, Inc.
Rossi American Hardwoods, Inc.
Plaintiff(s)

No.: 2005-00042-CD

Real Debt: \$103,243.43 against Tri-Woods,
Inc. ONLY

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tri-Woods, Inc.
Dustin J. Horchen
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 4, 2005

Expires: March 4, 2010

Certified from the record this 4th day of March, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

ROSSI WOOD PRODUCTS, INC.,)
Plaintiff : No. 05-42-CD
)
vs. :
)
TRI-WOODS, INC. and :
DUSTIN J. HORCHEN, :
Defendants :
)

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT AGAINST
DEFENDANT DUSTIN J. HORCHEN.

To the Prothonotary:

Defendant Dustin J. Horchen, having failed to respond to the Complaint or otherwise appear in the captioned action within the time period prescribed by the Pennsylvania Rules of Civil Procedure, kindly enter judgment against Defendant Dustin J. Horchen, in the amount of \$103,243.43, plus interest, cost of suit, attorney's fees and delay damages. I hereby certify that a written notice of intention to file this Praecipe was mailed to Defendant Dustin J. Horchen on February 22, 2005. A true and correct copy of the Notice is attached hereto.

LEE, GREEN & REITER, INC.
By: 

Robert A. Mix, Esq., ID #16164
Attorney for Plaintiff
115 East High Street
Lock Drawer 179
Bellefonte, PA 16823
814-355-4769

64
FILED No cc
M 12/18/04 Atty pd.
20.00
APR 2 12005 Notice to Def.
No
William A. Shaw, Statement
Prothonotary/Clerk of Courts
Requested,
no SASE

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

ROSSI WOOD PRODUCTS, INC.,)	
Successor to Rossi American Hardwoods,	: No. 05-42-CD	
Inc.,)	
Plaintiff	:	
)	
vs.	:	
)	
TRI-WOODS, INC. and DUSTIN J.	:	
HORCHEN,)	
Defendants	:	

To: Dustin J. Horchen
253 Robin Lane
DuBois, PA 15801-4555

Date of Notice: February 22, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, Ext. 5982

LEE, GREEN & REITER, INC.

By:

Robert A. Mix
Robert A. Mix, Esq., ID 16764
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

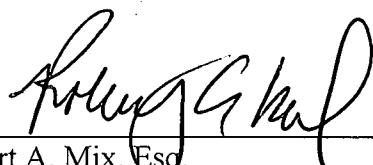
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
:)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
:)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe for Entry of
Judgment Against Defendant Dustin J. Horchen was deposited in the United States mail, postage
prepaid, in Bellefonte, Pennsylvania, on the 20th day of April, 2005 addressed to the
following:

Dustin J. Horchen
253 Robin Lane
DuBois, PA 15801-4555



Robert A. Mix, Esq.

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

COPY

NOTICE OF ENTRY OF JUDGMENT

To: **Dustin J. Horchen**
253 Robin Lane
DuBois, PA 15801-4555

Pursuant to Rule 236, you are hereby notified that a judgment has been entered against you pursuant to the District Justice decision rendered in the above-captioned proceeding.

Willie A. Gray

Prothonotary

Dated: April 21, 2005

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

COPY

Rossi Wood Products, Inc.
Rossi American Hardwoods, Inc.
Plaintiff(s)

No.: 2005-00042-CD

Real Debt: \$103,243.43

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Tri-Woods, Inc.
Dustin J. Horchen
Defendant(s)

Entry: \$20.00
Instrument: Default Judgment against Dustin J.
Horchens ONLY

Date of Entry: April 21, 2005

Expires: April 21, 2010

Certified from the record this 21st day of April, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

OA

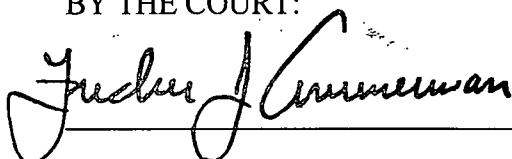
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
)
vs. :
)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN, :
Defendants :
)

ORDER

AND NOW, this 11th day of JULY, 2005, after consideration of Plaintiff's Motion to Compel Discovery, it is hereby ORDERED that Defendants shall serve ^{FJA} Answers to Plaintiff's Interrogatories in Aid of Execution within 30 days of the date of this Order.

BY THE COURT:



J.

FILED ^{cc}
07/19/2005 *Atty Mix*
JUL 12 2005 *SS*

William A. Shaw
Prothonotary/Clerk of Courts

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs. :
:)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN, :
Defendants :
)

ORDER

AND NOW, this _____ day of _____, 2005, after consideration of Plaintiff's Motion to Compel Discovery, argument is set for the _____ day of _____, 2005, at _____ o'clock _____.m., in Courtroom # _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

J.

CA

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs. :
:)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN, :
Defendants :
:

FILED

JUL 08 2005
o/4100/2
William A. Shaw
Prothonotary/Clerk of Courts

MOTION TO COMPEL DISCOVERY

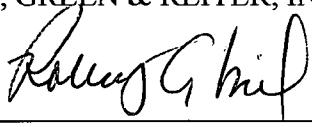
NOW COMES Plaintiff Rossi Wood Products, Inc., Successor to Rossi American Hardwoods, Inc., by its attorneys, Lee, Green, & Reiter, Inc., and respectfully represents:

1. On April 21, 2005, a judgment in the amount of \$103,243.43 in favor of Plaintiff and against Defendants was entered in the Court of Common Pleas of Clearfield County, Pennsylvania.
2. On May 3, 2005, Plaintiff filed and served Interrogatories in Aid of Execution on Defendants. True and correct copies of said Interrogatories in Aid of Execution are attached hereto, incorporated herein and marked Exhibit "A".
3. To date of filing of this Motion to Compel Discovery, Defendants have not filed and served Answers to said Interrogatories in Aid of Execution, nor have they filed objections thereto.
4. To date of filing this Motion to Compel Discovery, Defendants have not requested an extension of time for the filing and service of said Answers to Interrogatories in Aid of Execution, nor has an extension otherwise been granted.

5. Defendants have failed to file and serve Answers to said Interrogatories in Aid of Execution in compliance with the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to issue an Order compelling Defendants to file and serve Answers to said Interrogatories in Aid of Execution within twenty days or such other period of time as the Court may deem appropriate.

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

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

ROSSI WOOD PRODUCTS, INC., Successor to Rossi American Hardwoods, Inc., Plaintiff vs. TRI-WOODS, INC. and DUSTIN J. HORCHEN, Defendants

INTERROGATORIES IN AID OF EXECUTION

TO: Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801

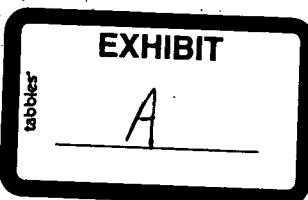
Pursuant to Pennsylvania Rules of Civil Procedure 4006, et seq., the Plaintiff by its attorneys, Lee, Green & Reiter, Inc., files upon Defendant Interrogatories and demands that it file full, complete and verified written answers thereto within thirty (30) days after the date of service hereof, pursuant to the Pennsylvania Rules of Civil Procedure No. 4006. In accordance with said Rule, any objections shall be signed by the attorney making them.

These Interrogatories are continuing and require supplement answers under oath if the Plaintiff, its attorney or representative, obtain any additional information requested in these Interrogatories prior to the time of trial.

LEE, GREEN & REITER, INC.

By:

Robert A. Mix
Robert A. Mix, Esquire
I.D. #16164
Attorney for
115 East High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769



INSTRUCTIONS FOR ANSWERING INTERROGATORIES

1. In accordance with Pa.R.C.P. No. 4005, original written Interrogatories have been served upon you to be answered by the party served or, if the party served is a public or private corporation or similar entity or a partnership or association, by any officer or agent, who shall furnish such information as is available to the party.
2. In accordance with Pa.R.C.P. No. 4006, written answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer any Interrogatory, the remainder of the answer shall follow on a supplemental sheet.
3. In accordance with Pa.R.C.P. No. 4006(b), a sufficient answer to such an Interrogatory shall be to specify the records from which the answer may be derived or ascertained.
4. Please return these original Interrogatories to our office with inserted answers.
5. For purposes of these Interrogatories, the following definitions shall apply:
 1. "Document" means any written, recorded or graphic matter, however produced or reproduced.
 2. "Identify" or "identification" when used in reference to an individual person means to state his name, present or last known address, present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the complaint.
 3. "Describe" or "identify" when used in reference to a document means to state the type of document (for example, letter, memorandum, telegram, chart, etc.), the date, author, addresses title file and identifying number or symbol, and the name and address of its custodian. If any such documents are no longer in your possession or subject to your control, state what disposition was made of it or the date thereof.

1. REAL ESTATE: Do you have an ownership or interest in any real estate anywhere in the United States?

If so, set forth a brief description thereof, include the structure and lot size and type of construction; the volume and page number of the official record thereof; and whether you own it solely or together with any other person or persons and give their full names and addresses. If any of the above properties are mortgaged, supply the names and addresses of lenders, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due.

ANSWER:

2. AGREEMENTS: State whether you have any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with you in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, provide the state and county of recordation, volume and page numbers.

ANSWER:

3. **MORTGAGES:** State whether you own any mortgages against any real estate owned by another person in the United States. If so, state whether or not you own this mortgage with any other person or persons and, if so, supply their full name and address. State further the names and addresses of all borrowers and the state and county where said mortgage is recorded together with the number of the volume and the page number.

ANSWER:

4. **DEBTS, NOTES & JUDGMENTS:** State the names and addresses of any and all persons whom you believe owes you money and set forth in detail the amount of money owed, the terms of payment and whether or not you have written evidence of this indebtedness and, if so, give full details. If you hold a judgment or judgments as security for any of these debts, state where and when the judgment was recorded; and the county, number and term where the judgment is recorded. If you hold this judgment or judgments jointly with any other person or persons, give their name and address.

ANSWER:

5. **GOVERNMENT, MUNICIPAL OR CORPORATE BONDS:** State whether you own individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity date and state the present location thereof. If you own any of these bonds jointly with any other person or persons, give their full name and address.

ANSWER:

6. **STOCKS, SHARES OR INTEREST:** State whether you own any stocks, shares or interest in any corporation or unincorporated association or partnership interest, limited or general, and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If you own any of the stocks, shares or interest jointly with any other person or persons, give their name and address.

ANSWER:

7. **ACCOUNTS:** State whether you maintain any checking or savings accounts. If so, state the name and location of the banks or savings and loan association or building and loan association or credit union and the branch or branches thereof, the identification numbers of those accounts and the amount of assets you have in each account. If you maintain any of these jointly with any person, give their name and address.

ANSWER:

8. **SAFETY DEPOSIT BOXES:** State whether you maintain any safety deposit box or boxes. If so, include the name of the bank or banks, branch or branches and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If you maintain any of these jointly with another person, give their full name and address.

ANSWER:

9. **TRANSFERRED ASSETS AND GIFTS:** If, since the date upon which the debt herein was first incurred to the Plaintiff herein, you have transferred any assets (real property, personal property, chose in action) to any person and/or if you have given any gift of any asset, including money, to any person, set forth in detail a description of the property, the type of transaction and the name and address of the transferee or recipient.

ANSWER:

10. **PERSONAL PROPERTY:** State whether you own any personal property. Include a full description of all furnishings and other items of personal property (including jewelry) with full description, value and present location. State also whether or not there are any encumbrances on that property and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of that encumbrance and the transaction which gave rise to the existence of the encumbrance. If you own any personal property jointly with any other person or persons, give their name and address.

ANSWER:

11. **MOTOR VEHICLES:** State whether you own any motor vehicles. Include a full description of such motor vehicles including color, model, title number, serial number and registration plate number. Also, show the exact name or names in which the motor vehicles are registered, the present value of those motor vehicles and their present location and place of regular storage, garaging or parking. State also whether there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of the encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance.

ANSWER:

12. **OTHER ASSETS:** If you have any asset or assets which are not disclosed in the preceding Interrogatories, please set forth all details concerning those assets.

ANSWER:

LEE, GREEN & REITER, INC.

By:

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

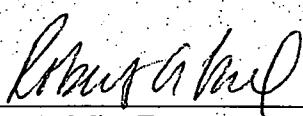
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods,)
Inc.,)
Plaintiff : No. 05-42-CD
vs.)
TRI-WOODS, INC. and DUSTIN J.)
HORCHEN,)
Defendants :
)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Interrogatories in Aid of
Execution was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,
on the 3rd day of May, 2005 addressed to the following:

Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801-4555



Robert A. Mix, Esq.

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :)
vs. :)
TRI-WOODS, INC. and DUSTIN J. :)
HORCHEN, :)
Defendants :)

INTERROGATORIES IN AID OF EXECUTION

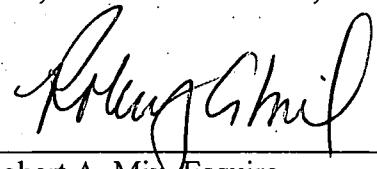
TO: Dustin J. Horchen
253 Robin Lane
DuBois, PA 15801-4555

Pursuant to Pennsylvania Rules of Civil Procedure 4006, et seq., the Plaintiff by its attorneys, Lee, Green & Reiter, Inc., files upon Defendant Interrogatories and demands that it file full, complete and verified written answers thereto within thirty (30) days after the date of service hereof, pursuant to the Pennsylvania Rules of Civil Procedure No. 4006. In accordance with said Rule, any objections shall be signed by the attorney making them.

These Interrogatories are continuing and require supplement answers under oath if the Plaintiff, its attorney or representative, obtain any additional information requested in these Interrogatories prior to the time of trial.

LEE, GREEN & REITER, INC.:

By:


Robert A. Mix, Esquire
I.D. #16164
Attorney for
115 East High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769

INSTRUCTIONS FOR ANSWERING INTERROGATORIES

1. In accordance with Pa.R.C.P. No. 4005, original written Interrogatories have been served upon you to be answered by the party served or, if the party served is a public or private corporation or similar entity or a partnership or association, by any officer or agent, who shall furnish such information as is available to the party.
2. In accordance with Pa.R.C.P. No. 4006, written answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer any Interrogatory, the remainder of the answer shall follow on a supplemental sheet.
3. In accordance with Pa.R.C.P. No. 4006(b), a sufficient answer to such an Interrogatory shall be to specify the records from which the answer may be derived or ascertained.
4. Please return these original Interrogatories to our office with inserted answers.
5. For purposes of these Interrogatories, the following definitions shall apply:
 1. "Document" means any written, recorded or graphic matter, however produced or reproduced.
 2. "Identify" or "identification" when used in reference to an individual person means to state his name, present or last known address, present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the complaint.
 3. "Describe" or "identify" when used in reference to a document means to state the type of document (for example, letter, memorandum, telegram, chart, etc.), the date, author, addresses title file and identifying number or symbol, and the name and address of its custodian. If any such documents are no longer in your possession or subject to your control, state what disposition was made of it or the date thereof.

1. REAL ESTATE: Do you have an ownership or interest in any real estate anywhere in the United States?

If so, set forth a brief description thereof, include the structure and lot size and type of construction; the volume and page number of the official record thereof; and whether you own it solely or together with any other person or persons and give their full names and addresses. If any of the above properties are mortgaged, supply the names and addresses of lenders, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due.

ANSWER:

2. **AGREEMENTS:** State whether you have any agreements involving the purchase of any real estate anywhere in the United States. If so, state with whom this agreement is made, and state whether or not any persons are joined with you in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, provide the state and county of recordation, volume and page numbers.

ANSWER:

3. **MORTGAGES:** State whether you own any mortgages against any real estate owned by another person in the United States. If so, state whether or not you own this mortgage with any other person or persons and, if so, supply their full name and address. State further the names and addresses of all borrowers and the state and county where said mortgage is recorded together with the number of the volume and the page number.

ANSWER:

4. **DEBTS, NOTES & JUDGMENTS:** State the names and addresses of any and all persons whom you believe owes you money and set forth in detail the amount of money owed, the terms of payment and whether or not you have written evidence of this indebtedness and, if so, give full details. If you hold a judgment or judgments as security for any of these debts, state where and when the judgment was recorded; and the county, number and term where the judgment is recorded. If you hold this judgment or judgments jointly with any other person or persons, give their name and address.

ANSWER:

5. GOVERNMENT, MUNICIPAL OR CORPORATE BONDS: State whether you own individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity date and state the present location thereof. If you own any of these bonds jointly with any other person or persons, give their full name and address.

ANSWER:

6. **STOCKS, SHARES OR INTEREST:** State whether you own any stocks, shares or interest in any corporation or unincorporated association or partnership interest, limited or general, and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If you own any of the stocks, shares or interest jointly with any other person or persons, give their name and address.

ANSWER:

7. ACCOUNTS: State whether you maintain any checking or savings accounts. If so, state the name and location of the banks or savings and loan association or building and loan association or credit union and the branch or branches thereof, the identification numbers of those accounts and the amount of assets you have in each account. If you maintain any of these jointly with any person, give their name and address.

ANSWER:

8. **SAFETY DEPOSIT BOXES:** State whether you maintain any safety deposit box or boxes. If so, include the name of the bank or banks, branch or branches and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If you maintain any of these jointly with another person, give their full name and address.

ANSWER:

9. **TRANSFERRED ASSETS AND GIFTS:** If, since the date upon which the debt herein was first incurred to the Plaintiff herein, you have transferred any assets (real property, personal property, chose in action) to any person and/or if you have given any gift of any asset, including money, to any person, set forth in detail a description of the property, the type of transaction and the name and address of the transferee or recipient.

ANSWER:

10. **PERSONAL PROPERTY:** State whether you own any personal property. Include a full description of all furnishings and other items of personal property (including jewelry) with full description, value and present location. State also whether or not there are any encumbrances on that property and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of that encumbrance and the transaction which gave rise to the existence of the encumbrance. If you own any personal property jointly with any other person or persons, give their name and address.

ANSWER:

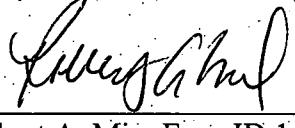
11. **MOTOR VEHICLES:** State whether you own any motor vehicles. Include a full description of such motor vehicles including color, model, title number, serial number and registration plate number. Also, show the exact name or names in which the motor vehicles are registered, the present value of those motor vehicles and their present location and place of regular storage, garaging or parking. State also whether there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of the encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance.

ANSWER:

12. **OTHER ASSETS:** If you have any asset or assets which are not disclosed in the preceding Interrogatories, please set forth all details concerning those assets.

ANSWER:

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

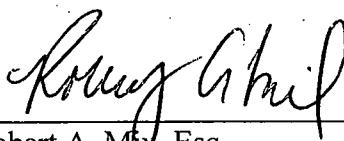
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
:)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
vs.)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Interrogatories in Aid of
Execution was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,
on the 3rd day of May, 2005 addressed to the following:

Dustin J. Horchen
253 Robin Lane
DuBois, PA 15801-4555



Robert A. Mix, Esq.

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

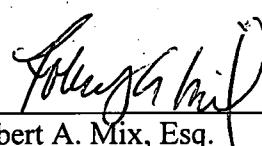
ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :)
vs. :)
TRI-WOODS, INC. and DUSTIN J. :)
HORCHEN, :)
Defendants :)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion to Compel
Discovery was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,
on the 7th day of July, 2005 addressed to the following:

Dustin J. Horchen
253 Robin Lane
DuBois, Pa 15801-4555

Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801-4555



Robert A. Mix, Esq.

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods,)
Inc.,)
Plaintiff : No. 05-42-CD
vs.)
: Type of Pleading: Motion for Sanctions
:)
: Filed on Behalf of: Rossi Wood
: Products, Inc., Successor to Rossi
: American Hardwoods, Inc.
:)
: Counsel of Record for This Party:
:)
: Robert A. Mix, Esquire
: ID #16164
: Lee, Green & Reiter, Inc.
: 115 E. High Street, PO Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED
NOV 14 2005
NOCC
②

William A. Shaw
Prothonotary/Clerk of Courts

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

ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs. :
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

MOTION FOR SANCTIONS

NOW COMES Plaintiff Rossi Wood Products, Inc., Successor to Rossi American Hardwoods, Inc., by its attorneys, Lee, Green & Reiter, Inc., pursuant to Pa. R.C.P. 4019 and respectfully represents:

1. On April 21, 2005, judgment in the amount of \$103,253.43 was entered in the Court of Common Pleas of Clearfield County, Pennsylvania in favor of Plaintiff and against Defendants.
2. On May 3, 2005, Plaintiff served Interrogatories in Aid of Execution against defendants.
3. On July 7, 2005, Plaintiff filed a Motion to Compel Discovery with reference to said Interrogatories in Aid of Execution against Defendants.
4. On July 11, 2005, this Court issued an Order directing Defendants to provide Plaintiff with Answers to said Interrogatories in Aid of Execution within thirty (3) days of said Order.

5. As of the date of filing this Motion for Sanctions, Defendants have not provided Plaintiff with Answers to said Interrogatories in Aid of Execution, requested or been granted an additional extension of time for providing Answers or filed objections or a request for a protective order with reference to said Answers.

6. Plaintiff will be prejudiced in its efforts to enforce the judgment unless Defendants are required to provide Answers to said Interrogatories in Aid of Execution.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to issue an Order imposing a penalty on Defendants for each day they fail to provide Plaintiff with Answers to said Interrogatories in Aid of Execution in compliance with the Order of July 11, 2005 or such other sanctions as the Court deems appropriate.

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID 16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

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

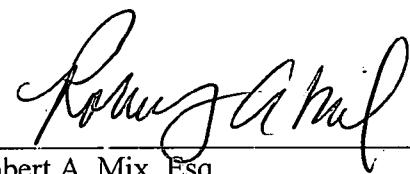
ROSSI WOOD PRODUCTS, INC.,)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
)
vs. :
)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Sanctions was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 10th day of November, 2005 addressed to the following:

Dustin J. Horchen
253 Robin Lane
DuBois, Pa 15801-4555

Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801-4555



Robert A. Mix, Esq.

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

ROSSI WOOD PRODUCTS, INC.,)	
Successor to Rossi American Hardwoods,	:	No. 05-42-CD
Inc.,)	
	Plaintiff	:
)
vs.	:	
)
TRI-WOODS, INC. and DUSTIN J.	:	
HORCHEN,)	
	Defendants	:

ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of Plaintiff's Motion for Sanctions, and it appearing that Defendants have failed to file timely Answers to Plaintiff's Interrogatories in Aid of Execution in accord with this Court's Order dated July 11, 2005, it is hereby Ordered that Defendant shall a penalty of \$ _____ per day for each day from the date of this Order until the date Answers to Plaintiffs' Interrogatories in Aid of Execution are served upon counsel for Plaintiff.

BY THE COURT:

1

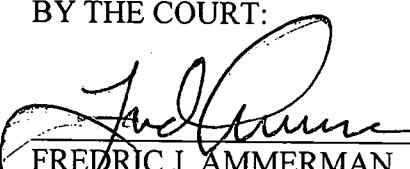
CA
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

ROSSI WOOD PRODUCTS, INC., :
Successor to Rossi American :
Hardwood, Inc., :
vs. : No. 05-042-CD
: :
TRI-WOODS, INC., and DUSTIN J. :
HORCHEN, :
: :

O R D E R

AND NOW, this 12th day of January, 2006, it is the Order of the Court that argument on Plaintiffs' Motion for Sanctions filed in the above captioned matter has been scheduled for the 6th day of February, 2006, at 11:00 A.M, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

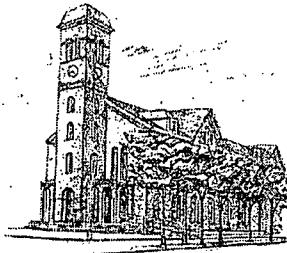

FREDRIC J. AMMERMAN
President Judge

FILED

01/10/06 10:55 AM
JAN 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty Mix
1cc Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801
1cc D. Horchen
521 Locust St., Apt. B
DuBois, PA 15801



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 11/16/02

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

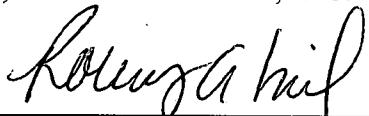
ROSSI WOOD PRODUCTS, INC.)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

PRAECIPE

To the Prothonotary:

Please mark the Motion for Sanctions filed on behalf of Plaintiff, Rossi Wood Products, Inc., successor to Rossi American Hardwoods, Inc., withdrawn.

LEE, GREEN & REITER, INC.

By: 

Robert A. Mix, Esq., ID #16164
Attorney for Plaintiff
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

FILED
m/12/48/01
FEB 01 2006
NO CC
GW

William A. Shaw
Prothonotary/Clerk of Courts

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

ROSSI WOOD PRODUCTS, INC.)
Successor to Rossi American Hardwoods, : No. 05-42-CD
Inc.,)
Plaintiff :
vs.)
TRI-WOODS, INC. and DUSTIN J. :
HORCHEN,)
Defendants :
)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 31st day of January, 2006, addressed to the following:

Tri-Woods, Inc.
329 Aspen Way
DuBois, PA 15801

Dustin J. Horchen
C/O Penn-West Commodities, Inc.
301 Aspen Way
DuBois, PA 15801

LEE, GREEN & REITER, INC.


By: _____

Robert A. Mix, Esq., ID #16164
Attorney for Plaintiff
115 East High Street
P.O. Box 179
Bellefonte, PA 16823
814-355-4769