

2006-194-CD
Flexsteel Industries vs Cozy Acres

06-194-CD
Flexsteel Ind. Inc. vs Cozy Acres
Furniture LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FLEXSTEEL INDUSTRIES, INC.

NO. 06-194-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

COZY ACRES FURNITURE LLC

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
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Pittsburgh, PA 15213-1237
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FILED 1ccShaw
M 15931
FEB 06 2006 Atty pd. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

FLEXSTEEL INDUSTRIES, INC.

**NO.
IN CIVIL ACTION**

Plaintiff(s)

-vs-

COZY ACRES FURNITURE LLC

Defendant(s)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you 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 DONOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET
FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION
ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY
BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES
THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.**

**Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646**

COMPLAINT

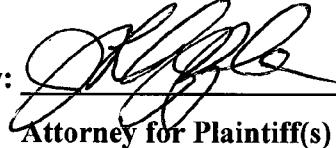
1. Plaintiff is a corporation having offices at 3400 Jackson Street, DuQuque, Iowa 52001.
2. Defendant is a corporation whose address is, RR 3, Box 129A, DuBois, Clearfield County, PA, 15801.
3. On or about December 17, 2004 and at various time thereafter, at the request of Defendant, Plaintiff sold and delivered to Defendant certain goods, wares, merchandise and/or services, as is more specifically shown by Plaintiff's Invoices true and correct copy of which is attached hereto marked Exhibit(s) "A" and made a part hereof.
4. Defendant received and accepted the aforementioned goods, wares, merchandise and/or services.
5. The prices charged by Plaintiff were the fair, reasonable and market prices that prevailed at the time(s) of the transaction(s).
6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.
7. The agreement of open account between the parties arose from words, course of dealing, and the aforementioned document(s).
8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said agreement have occurred.
9. Plaintiff avers that the balance due amounts to \$12,214.14, as is more specifically shown by a true and correct copy of Plaintiff's Statement of Account marked Exhibit(s) "B" and made a part hereof.

10. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from July 15, 2005.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$12,214.14, with appropriate additional interest from July 15, 2005 and costs.

APPLE AND APPLE, P.C.

By: 

Attorney for Plaintiff(s)



SOLD TO

COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

ORDER (563) 556-7730
CREDIT (563) 556-7730

INVOICE NO.

G 10089

** DUPLICATE INVOICE **

A SERVICE CHARGE OF 1.50 % PER MONTH (18.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS: 1% 60 NET 120

LOAD NO. SALESMAN NO. SALESMAN'S NAME
R0450 PN R FLYNN

CUSTOMER NO.
CH82

INVOICE DATE
12/17/04

QTY SHPD	QTY B/O	C U S H	STYLE	DESC	LEG	BASE	TRIM	MSCF LGR	LEAT	DECK	ARM CAP	OT HER	Q U LT	FABRIC	UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT
														I/O	GRD	NUMBER	

NOTE: IF PAYMENT IS RECEIVED BY 02/15/2005 YOU MAY DEDUCT A
\$ 91.66 DISCOUNT ON MERCHANDISE. NET AMOUNT DUE IS \$ 9759.84
PAGE 3, LAST PAGE

1/15/05 91.66 off

A0001 (1/00) F2009

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

Exhibit A

SOLD TO

 COZY ACRES FURNITURE LLC
 RR 3 BOX 129A OKLAHOMA SALEM RD
 DU BOIS PA 15801-8946

 P. O. BOX 877
 DUBUQUE
 IA 52004-0877

 ORDER (563) 556-7730
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INVOICE NO.

G 10089

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A SERVICE CHARGE OF 1.50 % PER MONTH (18.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

 LOAD NO. SALESMAN NO. SALESMAN'S NAME
 R0450 PN R FLYNN
 CUSTOMER NO. INVOICE DATE
 CH82 12/17/04

TERMS: 1% 60 NET 120

QTY SHPD	QTY B/O	C U S H	STYLE	DESC	LEG	B A S E	T R M	MSOP LGR	P E A T	D E C K	ARM CAP	O T H E R	I/O	GRD	FABRIC		UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT		
															NUMBER						
1	0	HC	206R 51	---	W - - - -	A - - -									RM	166-60	26000	1825	27825		
1	0	HC	410R 53	---	W - L K - A - -										RM	198-90	37000	1825	38825		
			SWIVEL GLIDER	RECLINER											22.80	CUBES					
1	0	HC	207L 55	---	- - - - - A - -										10	015-80	48000	2600	50400		
1	0	HC	207L 55	LIFT RECLINER											23.60	CUBES					
1	0	HC	3066 62	---	M - - - - -	I - - -									RM	288-00	82500	4250	86750		
															0	289-00					
															80.40	CUBES					
1	0	HC	L365R 51	---	W - - - -	I -									RM	288-01	38500	1825	40325		
															0	289-01					
1	0	HC	7344 63	---	- - - - - A - -										RM	452-80	69000	4250	73250		
			DBL RECLINE SOFA	DROP TBL											99.30	CUBES					
1	0	HC	444R 51	---	- - - - - A - -										RM	452-80	32500	2275	34775		
			ROCKING RECLINER												26.60	CUBES					
1	0	HC	7098 57	---	M - - - - - A - -										RM	148-21	30000	2325	32325		
			LAF ONE-ARM RECLINER												49.20	CUBES					
1	0	HC	7098 58	---	M - - - - - A - -										RM	148-21	30000	2325	32325		
			RAF ONE-ARM RECLINER												49.20	CUBES					
1	0	HC	7098 59	---	M - - - - -										RM	148-21	27000	2325	29325		
			ARMLESS RECLINER												36.80	CUBES					
1	0	HC	7098 19	---	M - - - - -										RM	148-21	18500	2325	20825		
			ARMLESS CHAIR												45.70	CUBES					
1	0	HC	7098 23	---	M - - - - -										RM	148-21	27000	4000	31000		
			FULL WEDGE												72.10	CUBES					
1	0	HC	7090 61	---	- - - - - A - -										RM	166-02	60500	2800	63300		
			STUDIO RECLINING SOFA												93.80	CUBES					
* TOTAL *																		916600	68550	985150	

 Quality
 COUNTS

 WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
 OF ANY KIND REFERRED TO THIS BILL MUST BE MADE WITHIN 10 DAYS
 OF THE RECEIPT OF THIS INVOICE

 ORIGINAL INVOICE
 RETURN DUPLICATE INVOICE WITH PAYMENT

PAGE

2, CONTINUED ON NEXT PAGE

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

ORDER (563) 556-7730
CREDIT (563) 556-7730

INVOICE NO.

G 10089

** DUPLICATE INVOICE **

A SERVICE CHARGE OF 1.50 % PER MONTH (18.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS: 1% 60, NET 120

LOAD NO. SALESMAN NO. SALESMAN'S NAME

CUSTOMER NO. CH82

INVOICE DATE
12/17/04

QTY	QTY	CU	U	STYLE	DESC	LEG	ARM	FABRIC	UNIT	UNIT	TOTAL						
SHPD	B/O	S	H	NAME	NAME	TYPE	NUMBER	PRICE	DEUCHG	AMOUNT							
ORD # 12008 DPC # 47863DG AFT DEC 10																	
1	0	HC	2213	51	ROCKING RECLINER		A							RL 305-40	27000	2925	29925
1	0	HC	4449	51	ROCKING RECLINER		K	A						RL 029-70	29000	2925	31925
1	0	HC	4449	50	RECLINER		K	A						RL 032-60	29000	2925	31925
1	0	HC	5853	51	ROCKING RECLINER		K	A						RL 032-70	29000	2925	31925
1	0	HC	5853	50	RECLINER		K	A						RL 032-90	29000	2925	31925
1	0	HC	4018	50	RECLINER			A						21.90 CUBES	29900	3375	33275
1	0	HC	4018	51	ROCKING RECLINER			A						RL 032-60	29900	3375	33275
1	0	HC	4021	51	ROCKING RECLINER			A						21.90 CUBES	31500	2925	34425
1	0	HC	4021	50	RECLINER			A						RL 029-40	31500	2925	34425
1	0	HC	3006	51										I RM 280-60	43900	2275	46175
														281-60			
														30.80 CUBES			
1	0	HC	3800	51										I RM 308-60	33900	1825	35725
														309-60			
1	0	HC	344R	50										30.80 CUBES			
														I RM 834-74	46500	2275	48775
														835-74			
														26.60 CUBES			

Quality

PAGE 1, CONTINUED ON NEXT PAGE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

ORDER (563) 556-7730
CREDIT (563) 556-7730

A SERVICE CHARGE OF 1.50 % PER MONTH (18.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

INVOICE NO.

G 10091

INVOICE DATE
12/17/04 =

TERMS: 1% 20 NET 30										LOAD NO.	SALESMAN NO.	SALESMAN'S NAME	CUSTOMER NO.			
QTY	QTY	CUSH	STYLE	DESC	LEG	BASE	TR	MSQP	LEA	DECK	ARM CAP	OTHER	FABRIC	UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT
ORD # 27580	DPC # 90055DG	TAG FDR-	BERNICE,	BY DEC												
16																
2	0	HC	3098	57	---	M	---	---	---	I	RM	560-60	43500	2325	91450	
										0		561-60				
										49	20	CUBES				
2	0	HC	3098	58	---	M	---	---	---	I	RM	560-60	43500	2325	91450	
										0		561-60				
										49	20	CUBES				
1	0	HC	3098	59	---	M	---	---	---	I	RM	560-60	40000	2325	42325	
										0		561-60				
										36.80		CUBES				
* TOTAL *													214000	11625	225625	
NOTE: IF PAYMENT IS RECEIVED BY 01/06/2005 YOU MAY DEDUCT A \$ 21.40 DISCOUNT ON MERCHANDISE. NET AMOUNT DUE IS \$ 2234.85																

A0001 (100) F2009

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO _____



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

ORDER (563) 556-7730
CREDIT (563) 556-7730

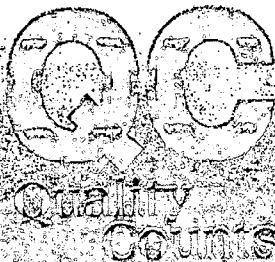
A SERVICE CHARGE OF **1.50** % PER MONTH (**18.00** % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

INVOICE NO.

G 10092

INVOICE DATE
12/17/04

TERMS: 1% 20 NET 30										LOAD NO.	SALESMAN NO.	SALESMAN'S NAME	CUSTOMER NO.						
QTY	QTY	CUS.	STYLE	DESC	LEG	BASE	TRIM	MSRP	PLEAT	DECK	ARM CAP	OTHER	CUIL	I/O	GRD	NUMBER	UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT
ORD #	29484	DPC #	95184DG																
1	0	HC	7066 62	---	M	---	A	---	RA	094-90	80 40	CUBES				68500	5450	73950	
DOUBLE RECLINING SOFA										* TOTAL *									
NOTE: IF PAYMENT IS RECEIVED BY 01/06/2005 YOU MAY DEDUCT A \$ 6.85 DISCOUNT ON MERCHANDISE. NET AMOUNT DUE IS \$										732.65									



ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

ORDER (563) 556-7730
CREDIT (563) 556-7730

INVOICE NO.

G 10090

A SERVICE CHARGE OF 1.50 % PER MONTH (18.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS: 1% 20 NET 30

LOAD NO. SALESMAN NO.

SALESMAN'S NAME

CUSTOMER NO.

INVOICE DATE
12/17/04

R0450

PN

R FLYNN

CH82

QTY SHPD	QTY B/O	C U S H	STYLE	DESC	LEG	B A S E	T R I M	MSO LGR	P L E A T	D E C K	ARM CAP	O T H E R	Q U I L T	FABRIC			UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT	
														I/O	GRD	NUMBER				
ORD #	25830	DPC #	85446DG																	
1	0	HC	214R 50V	---	---	---	---	---	---	A	---	RM	166-80		45000	2925	47925			
															*	TOTAL	*	45000	2925	47925
NOTE: IF PAYMENT IS RECEIVED BY 01/06/2005 YOU MAY DEDUCT A \$ 4.50 DISCOUNT ON MERCHANDISE. NET AMOUNT DUE IS \$																		474.75		

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE

Quality
Options

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

(563) 556-7734

INVOICE NO.

SC015

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS/NET												LOAD NO.	SALESMAN NO.	SALESMAN'S NAME	CUSTOMER NO.	INVOICE DATE				
QTY	CITY	QUA	STY	STYLE	DESC	LEG	ARM	MSC	DIS	EX	ARM	DIS	DIS	FABRIC	UNITS	PRICE	UNITS	PRICE	TOTAL	AMOUNT
SHRD	B/OM	SH	ST	ST	ST	LEG	ARM	MSC	DIS	EX	ARM	DIS	DIS	DIS	GRD	NUMBER	DEL	CHG		
A SERVICE CHARGE FOR THE MONTH OF JANUARY																				
																			24953	



ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.



SOLD TO _____

COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

(563) 556-7734

INVOICE NO.

SC025

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

LOAD NO. SALESMAN NO. SALESMAN'S NAME

CUSTOMER NO. CH82

INVOICE DATE

02/16/05

TERMS NET

PN R FLYNN

QTY HPD	QTY B/O	C U S H	STYLE	DESC	LEG	B A S E	T R M	M S C O P E / L G R	L E A T	D E C K	A R M C A P	O T H E R	Q U A L I T Y	FABRIC			UNIT PRICE	UNIT DEL. CHG.	TOTAL AMOUNT
														I/O	G R D	N U M B E R			
																			20500

SERVICE CHARGE FOR THE MONTH OF FEBRUARY

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DO BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

(563) 556-7734

INVOICE NO.

SC035

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS/NET LOAD NO. SALESMAN NO. SALESMAN'S NAME
P/N R. FLYNN
CUSTOMER NO. CH82 INVOICE DATE 03/16/05

QTY	QTY	QTY	STYLE	DESC	LEG	BASE	TRIM	MSRP	DEC	ARM CAP	ODR	FABRIC	UNIT	UNIT	TOTAL
HPD	B/O	U.S.							CK				PRICE	DEL CHG	AMOUNT

SERVICE CHARGE FOR THE MONTH OF MARCH



Quality
Counts

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO _____



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

(563) 556-7734

INVOICE NO.

SCO45

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS/NET												LOAD NO.	SALESMAN NO.	SALESMAN'S NAME	CUSTOMER NO.	INVOICE DATE
QTY	QTY	COST	PRICE	STYL#	DESC	LEG	BR	MSCI	DET	ARM	CAP	FABRIC	UNIT	UNIT	TOTAL	
SHRD	B/03	ST	ST	ST	ST	ST	ST	ST	ST	ST	ST	ST	PRICE	DEL CHGS	AMOUNT	
A SERVICE CHARGE FOR THE MONTH OF APRIL																



Quality
Counts

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

(563) 556-7734

INVOICE NO.
SC055

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

CUSTOMER NO.
CH82

INVOICE DATE
05/11/05

TERMSNET												LOAD NO.	SALESMAN NO.	SALESMAN'S NAME			
QTY	QTY	U S H	STYLE	DESC	LEG	B S E R M	MSOP	DE A T K	ARM CAP	OT H E	FABRIC	UNIT PRICE	UNIT DEL CHG	TOTAL AMOUNT			
SERVICE CHARGE FOR THE MONTH OF MAY																18391	

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE IA 52004-0877
(563) 556-7730

** DUPLICATE CREDIT MEMO **

INVOICE NO.
K 38396

A SERVICE CHARGE OF

% PER MONTH (

% PER ANNUM)

WILL BE ADDED TO ANY PAST DUE BALANCE.

LOAD NO. SALESMAN NO. SALESMAN'S NAME

CUSTOMER NO.

INVOICE DATE

TERMS: NET

PN R FLYNN

CH82

5/19/05

STY	QTY	CUSH	STYLE	DESC	LEG	BAS	ARM	MSO	DE	ARM	O	CUS	FABRIC	UNIT	UNIT	TOTAL
HPD	B/O													PRICE	DEL CHG	AMOUNT
RD#	43361	001	D.D.	DPC#	27406											
1	HC	3800	51										I RA	56500	35.00	35.00
													O	56800		
UBBED IN SHIPPING																
REFER TO INVOICE: G-29425 On 3/24/05																
PAIR/RETURN																
** DUPLICATE CREDIT MEMO **																
COPY DLR																
WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS OF ANY KIND REFERRING TO THIS BILL MUST BE MADE WITHIN 10 DAYS OF THE RECEIPT OF THIS INVOICE.																
ORIGINAL INVOICE RETURN DUPLICATE INVOICE WITH PAYMENT																



WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
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ORIGINAL INVOICE

RETURN DUPLICATE INVOICE WITH PAYMENT

SOLD TO _____



COZY ACRES FURNITURE LLC
RR 3 BOX 129A OKLAHOMA SALEM RD
DU BOIS PA 15801-8946

P. O. BOX 877
DUBUQUE
IA 52004-0877

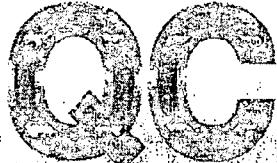
(563) 556-7734

INVOICE NO.

SC065

A SERVICE CHARGE OF .00 % PER MONTH (.00 % PER ANNUM) WILL BE ADDED TO ANY PAST DUE BALANCE.

TERMS/NET										LOAD NO.	SALESMAN NO.	SALESMAN'S NAME	CUSTOMER NO.	INVOICE DATE				
QTY	QTY	CUS	STYLE	DESC	LEG	B	T	MSO	PN	LE	D	ARM	O	BL	FABRIC	UNIT	UNIT	TOTAL
HPD	BO	H									E	CAP	U	U	NUMBER	PRICE	DEL CHG	AMOUNT
SERVICE CHARGE FOR THE MONTH OF JUNE																		



Quality
Counts

WE DO NOT GUARANTEE COVERS AGAINST WEAR OR FADING. CLAIMS
OF ANY KIND REFERRED TO THIS BILL MUST BE MADE WITHIN 10 DAYS
OF THE RECEIPT OF THIS INVOICE.

ORIGINAL INVOICE
RETURN DUPLICATE INVOICE WITH PAYMENT

TRANS CODE	DESCRIPTION	INV	NO	TRM	DESCRIPTION	TRANS DATE	AMOUNT DUE	CURRENT AMT	1 - 30 DAYS	31 - 60 DAYS	OVER 60 DAYS
IV	INVOICE	G10089	#	1 1/2	60 NET	120	12/17/2004	041605	7,702.19	00	00
CR	CASH RECEIPT	G10089	##	1 1/2	60 NET	120	14/29/2005	041605	00	00	00
CR	CASH RECEIPT	G10089	##	1 1/2	60 NET	120	5/06/2005	041605	00	00	00
CR	CASH RECEIPT	G10089	##	1 1/2	60 NET	120	5/13/2005	041605	00	00	00
CR	CASH RECEIPT	G10089	##	1 1/2	60 NET	120	6/15/2005	041605	00	00	00
IV	INVOICE	G10090	EE	1 1/2	20 NET	30	12/17/2004	041605	479.25	2256.25	2256.25
IV	INVOICE	G10091	EE	1 1/2	20 NET	30	12/17/2004	041605	2,256.25	739.50	739.50
IV	INVOICE	G10092	EE	1 1/2	SERVICE	CHG	1/12/2005	0411305	287.77	287.77	287.77
IV	INVOICE	SCO15	ZZ	1 1/2	SERVICE	CHG	3/03/2005	0411305	00	00	00
CR	CASH RECEIPT	SCO15	ZZ	1 1/2	SERVICE	CHG	2/16/2005	021705	205.00	38.24	38.24
IV	INVOICE	SCO25	ZZ	1 1/2	SERVICE	CHG	3/16/2005	031705	170.15	205.00	205.00
IV	INVOICE	SCO35	ZZ	1 1/2	SERVICE	CHG	4/13/2005	041405	96.23	196.23	196.23
IV	INVOICE	SCO45	ZZ	1 1/2	SERVICE	CHG	5/11/2005	051205	183.91	00	00
IV	INVOICE	K38395	ZZ	1 1/2	NET	00	5/19/2005	061805	35.00	00	00
IV	CREDIT MEMO	SCO65	ZZ	1 1/2	SERVICE	CHG	6/15/2005	061805	167.13	00	00
TOTAL INVOICES						12,214.14					
TOTAL CURRENT 1-30 DAYS						1,32.13					
31-60 DAYS						183.13					
OVER 60 DAYS						11,898.10					
TOTAL PAST DUE						12,214.14					
TOTAL NOTES											
CURRENT 1-30 DAYS											
31-60 DAYS											
OVER 60 DAYS											
TOTAL PAST DUE											

Exhibit B

134743

AFFIDAVIT

I ED MULDOONEY, CORPORATE CREDIT MANAGER of
FLEXSTEEL INDUSTRIES INC., Plaintiff

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

1/11/06

Date

Ed Mul

Affiant

as CORPORATE CREDIT MANAGER

Title FLEXSTEEL INDUSTRIES

3400 JACKSON STREET

Address

DUBUQUE IOWA 52001

City, State and Zip

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

FLEXSTEEL INDUSTRIES, INC., : No. 06-194-CD
Plaintiff :
Vs. : Type of Pleading:
COZY ACRES FURNITURE, LLC, : **PRAECIPE FOR ENTRY**
Defendant : **OF APPEARANCE**
: Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED
01/07/06
FEB 15 2006
NO CC
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

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

FLEXSTEEL INDUSTRIES, INC., : No. 06-194-CD
Plaintiff :
:

Vs. :
:

COZY ACRES FURNITURE, LLC, :
Defendant :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant in the above captioned
matter.



Jeffrey S. DuBois, Esquire
190 West Park Avenue, Suite #5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FLEXSTEEL INDUSTRIES, INC.

NO. 2006-194-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

COZY ACRES FURNITURE LLC

Defendant(s)

**STIPULATION FOR THE
ENTRY OF JUDGMENT
CODE –
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

Apple and Apple, P.C.
Firm No. 719

4650 Baum Boulevard
Pittsburgh, PA 15213

Telephone (412) 682-1466
Fax (412) 682-3138

Atty pd. 20.00
MAR 27 2006
1CC & Notice to Def.
1CC & Statement to
Atty
William A. Shaw
Prothonotary/Clerk of Courts
GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FLEXSTEEL INDUSTRIES, INC.

NO. 2006-194-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

COZY ACRES FURNITURE LLC

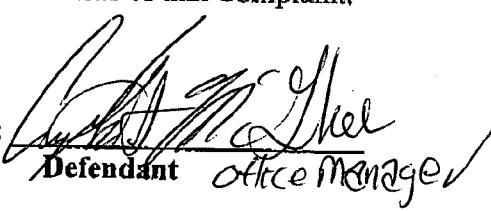
Defendant

STIPULATION FOR THE ENTRY OF JUDGMENT

AND NOW, to-wit this 15th day of March, 2006, the Defendant and Plaintiff, stipulate and agree that Judgment shall be entered in favor of the Plaintiff and against the Defendant in the amount of \$13,679.84, which includes the principal balance of \$12,214.14 and interest at the rate of 18% per annum totaling \$1,465.70 from July 15, 2005 through March 15, 2006.

Defendant will pay to the Plaintiff the sum of \$13,679.84, plus 18 % interest in consecutive weekly installments of \$100.00, commencing on March 31, 2006, increasing to \$250.00 for in third month, then to \$275.00 in the fourth month and weekly thereafter until paid in full. After six months payments will be reviewed to increase. If Defendant makes timely payments, Plaintiff shall take no further legal action. If Defendant fails to make the payments as agreed upon herein by the parties, Plaintiff shall be free to proceed with execution according to state law.

The purpose of this Stipulation is to cause Judgment to be entered in favor of the Plaintiffs and against the Defendants in the Civil Division of the Court of Common Pleas at No. 2006-194-CD of Clearfield County, Pennsylvania, just as if a Complaint had been filed and an Answer had been filed, admitting all of the averments of that Complaint.

CONSENTED TO THIS 17th DAY
OF MARCH, 2006BY: 
Defendant Office ManagerCONSENTED TO THIS 15th DAY
OF MARCH, 2006BY: 
Attorney for Plaintiff

FILED

MAR 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FLEXSTEEL INDUSTRIES, INC. NO. 2006-194-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

COZY ACRES FURNITURE LLC

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on

March 27, 2006

Assumpsit Judgment in the amount of \$13679.84, plus costs.

Trespass Judgment in the amount of \$ _____

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

Registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment

Court Order

Non-Pros

Confession

Default

Verdict

Arbitration Award

Other

Cozy Acres Furniture

RR 3, Box 129A

Oaklahoma Salem Road

Du Bois, PA 15801

PROTHONOTARY

By: W.H. Chapman
Prothonotary(or Deputy)

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

Flexsteel Industries, Inc.
Plaintiff(s)

No.: 2006-00194-CD

Real Debt: \$13,679.84

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Cozy Acres Furniture LLC
Defendant(s)

Entry: \$20.00

Instrument: Stipulated Judgment

Date of Entry: March 27, 2006

Expires: March 27, 2011

Certified from the record this 27th day of March, 2006.



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

DOCKET # 101235
NO: 06-194-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FLEXSTEEL INDUSTRIES, INC.
vs.
DEFENDANT: COZY ACRES FURNITURE LLC

SHERIFF RETURN

NOW, February 08, 2006 AT 11:00 AM SERVED THE WITHIN COMPLAINT ON COZY ACRES FURNITURE LLC DEFENDANT AT RR#3 BOX 129A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRYSTAL MCGHEE, OFFICE MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
07-09-06
APR 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	9576	10.00
SHERIFF HAWKINS	APPLE	9576	34.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marley Hause*
Chester A. Hawkins
Sheriff