

16-659-CD  
Krivaja Beechbrook Corp. vs Cozy Acres

Krivaja Beechbrook vs Cozy Acres  
2006-659-CD

KRIVAJA BEECHBROOK CORP,  
Plaintiff

v.

COZY ACRES FURNITURE, LLC,  
Defendant

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

: NO. 06-659-CD

: CIVIL-DIVISION - LAW

FILED

m/3:42pm

APR 27 2006

pr \$85.00 AM

ICC to shift

William A. Shaw  
Prothonotary

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

**AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objecciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

KRIVAJA BEECHBROOK CORP,  
Plaintiff

v.

COZY ACRES FURNITURE, LLC,  
Defendant

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

: NO.

: CIVIL DIVISION - LAW

### COMPLAINT

The Plaintiff, KRIVAJA BEECHBROOK CORP., by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of SIX THOUSAND NINE HUNDRED FORTY THREE DOLLARS AND FIFTY CENTS (\$6,943.50), along with interest thereon at the statutory rate from June 12, 2004, upon a cause of action of which the following is a statement:

1. The Plaintiff, KRIVAJA BEECHBROOK CORP, is a corporation organized and existing under the laws of the State of New Jersey, having its principal office and place of business at 150 Carol Place, Moonachie, New Jersey 07074.

2. The Defendant, COZY ACRES FURNITURE, LLC, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at RD 3, Box 129A, Oklahoma Salem Road, Dubois, Clearfield County, Pennsylvania 15801.

3. On May 12, 2004, as set forth on a true and correct copy of the Plaintiff's Invoice hereto attached, marked **Exhibit "A"** and made a part hereof, Plaintiff, at the special instance and oral request of the Defendant, sold and delivered goods, wares and merchandise of the kind and description set forth on said Exhibit to the total amount of Nine Thousand One Hundred Seventy One Dollars and Eighty Cents (\$9,171.80).

4. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendant orally promised and agreed to pay to Plaintiff.

5. The Defendant paid to Plaintiff on account of the aforementioned charges certain sums of money as more particularly set forth on **Exhibit "B"** attached hereto and made a part hereof, in the total amount of Three Thousand Six Hundred Seventeen Dollars (\$3,617.00).

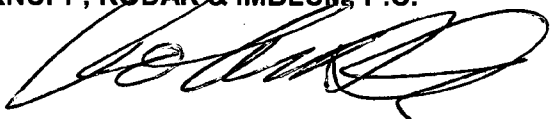
6. The balance due and owing by Defendant\* to Plaintiff is the sum of Five Thousand Five Hundred Fifty Four Dollars and Eighty Cents (\$5,554.80), as appears on Exhibit "B" attached hereto.

7. Due to the default of Defendant, and pursuant to the terms and conditions of Plaintiff's Invoice hereto attached as Exhibit "A", attorney/collection fees in the total amount of One Thousand Three Hundred Eighty Eight Dollars and Seventy Cents (\$1,388.70) have been added to said account.

8. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of SIX THOUSAND NINE HUNDRED FORTY THREE DOLLARS AND FIFTY CENTS (\$6,943.50), along with interest thereon at the statutory rate from June 12, 2004.

Respectfully submitted,  
**KNUPP, KODAK & IMBLUM, P.C.**



---

Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041  
Attorney for Plaintiff



# KRIVAJA BEECHBROOK CORP.

BRANCH CHICAGO  
11753 S. AUSTIN AVE.  
ALSIP IL 60803  
708-597-7000 800-323-4562

INVOICE 04  
NUMBER: 455460

PAGE 1

CUSTOMER NO 1844-00		COZY ACRES FURNITURE RD #3, BOX 129A DUBOIS PA 15801 0000		SHIP TO 00 COZY ACRES FURNITURE RD #3, BOX 129A DUBOIS PA 15801-0000 MILEAGE-	
INVOICE DATE 5/12/04	CUSTOMER ORDER NO	CUSTOMER DEPT NO	SALESMAN NO 510	TERMS NET 30	DATE SHIPPED 5/11/04
INVOICE INSTRUCTIONS			B/L#58102 K8 ORDER# 54554		

QUANTITY ORDERED	QUANTITY SHIPPED	SET CODE	BACK ORDER	CATALOG NUMBER	DESCRIPTION	C	UNIT PRICE	TOTAL
2	2		0	TYR-1910-K	DROP LEAF TABLE 30X48	003	59.00	118.00
4	4		0	CS-1221-K	SIDE CHAIR	003	20.00	80.00
4	4		0	CS-1221-K	SIDE CHAIR	AVO	28.00	112.00
2	2		0	TYR-1910-N	DROP LEAF TABLE 30X28X48	AVO	68.00	136.00
4	4		0	CS-1221-N	SIDE CHAIR	AVO	28.00	112.00
2	2		0	CS-4020-RD	SPINDLEBACK SIDE CHAIR	AVO	37.00	74.00
2	2		0	CS-4061-UH	HEARTLAND SHEAFBACK CHAIR	AVO	50.00	100.00
4	4		0	CB-1530-N	BACKLESS STOOL, 30"H	ASP	25.00	100.00
4	4		0	CB-1524-K	BACKLESS STOOL, 24"H	ASP	25.00	100.00
1	1		0	B-2020-MF	BUFFET, 2-DRAWER, 2-DOOR	ASP	250.00	250.00
1	1		0	BC-2002-MC	CHINA TOP, 2-DOOR	ASP	179.00	179.00
1	1		0	D 2020 MC	BUFFET, 2-DRAWER, 2-DOOR	ASP	250.00	250.00
1	1		0	TIN-3121-MC	LEG TABLE, 38X62-30	ASP	229.00	229.00
6	6		0	CS-2070-MC	SPINDLEBACK SIDE CHAIR	ASP	60.00	360.00
2	2		0	CA 2071 MC	SPINDLEBACK ARM CHAIR	ASP	75.00	150.00
1	1		0	TXR-3240-BJ	TABLE 40X60X72XB4	AVO	250.00	250.00
6	6		0	CS-4060-BL	SHEAFBACK SIDE CHAIR	AVO	55.00	330.00
1	1		0	D 4050 BL	CHINA BASE 42X18X36	AVO	165.00	165.00
1	1		0	DC 4052-BL	CLOSED DECK 43X14X44	AVO	155.00	155.00
1	1		0	KT 4000-BL	KITCHEN ISLAND	AVO	205.00	205.00
1	1		0	TPO-4430-KK8	D/PEP TABLE 42X64...124	AVO	460.00	460.00
8	8		0	CS-2451-CT	BUTCH SIDE CHAIR	AVO	44.00	352.00
2	2		0	CA-2452-CT	BUTCH ARM CHAIR	AVO	50.00	100.00
1	1		0	B-1260-K	BUFFET 52"X18"X31"	AVO	225.00	225.00
1	1		0	BC-1262-K	CHINA 55"X15.5"X45"	AVO	155.00	155.00
1	1		0	CC 4444-FG	CORNER CHINA	ASP	255.00	255.00
TOTAL								

PLEASE  
REMIT TO:

KRIVAJA BEECHBROOK CORP.  
PO. BOX 1927  
SO. HACKENSACK, NEW JERSEY 07606-1927

THE BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS SET BY SELLER:

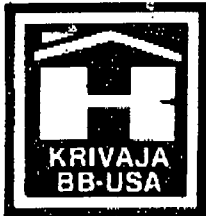
1. All claims must be made within fifteen days after receipt of merchandise.
2. Returns or exchange of merchandise will not be accepted without a written approval.
3. Buyer agrees to pay invoice in full on due date as per terms stated on invoice.
4. Late charges will be applied to buyer at the rate of 1 1/2% per month on past due balance.
5. Buyer agrees to pay all costs of collection, including an attorney fee of a minimum of 25% of the amount of this invoice which is hereby agreed to be just and reasonable.
6. Governing laws of this agreement shall be in accordance with the laws of the state of New York

ACC

EXHIBIT

tabbles

A



# KRIVAJA BEECHBROOK CORP.

BRANCH CHICAGO  
11752 S. AUSTIN AVE.  
ALSIP IL 60803  
708-597-7000 800-323-4562

INVOICE 04  
NUMBER: 455460

PAGE 2

CUSTOMER NO 1844-00		COZY ACRES FURNITURE RD #3, BOX 129A DUBOIS PA 15001 0000		00 COZY ACRES FURNITURE RD #3, BOX 129A DUBOIS PA 15001-0000		MILAGE-	
INVOICE DATE 5/12/04	CUSTOMER ORDER NO	CUSTOMER DEPT NO	SALESMAN NO 510	TERMS NET 30	DATE SHIPPED 5/11/04	SHIPPED VIA BOUMA	
INVOICE INSTRUCTIONS				B/L #59103 KR ORDER# 54556			

QUANTITY ORDERED	QUANTITY SHIPPED	SET CODE	BACK ORDER	CATALOG NUMBER	DESCRIPTION		UNIT PRICE	TOTAL
1	1		0	TSC-2145-FG	EUROPEAN BUTTERFLY TABLE	AVO	230.00	230.00
4	4		0	CS-1449-FG	SUMMERFIELD SIDE CHAIR	AVO	60.00	240.00
1	1		0	SD-1120-SC	SECRETARY BASE 39X18X40H	AVO	205.00	205.00
1	1		0	ST-1122-SC	SECRETARY TOP, 40X8X41H	AVO	105.00	105.00
1	1		0	TPC-4042-K	PUB TABLE 40" ROUND 42"H	AVO	200.00	200.00
2	2		0	CB-1218-K	CAPTAIN'S BAR STOOL 30"	AVO	70.00	140.00
1	1		0	FIR-2035-GB	LEG TABLE, 36X60	ASP	139.00	139.00
6	6		0	CS-2090-GB	LADDERBACK SIDE CHAIR	ASP	50.00	300.00
1	1		0	FIR-1131-N	RECT. LEG TABLE 30X48-64	AVO	100.00	100.00
1	1		0	CN-2000-N	CORNER BENCH W/STORAGE	AVO	255.00	255.00
2	2		0	CS-2020-N	X-BACK SIDE CHAIR	AVO	50.00	100.00
1	1		0	V-2039-N	X-ACT VITRINE 38"x/2"x15"	AVO	355.00	355.00
1	1	A	0	THS-2130-BK	SQUARE LEG TABLE 42X42X60	003		
4	4	A	0	CS-4050-BK	CONTEMPORARY SIDE CHAIR	002		
					1 A SETS		449.00	449.00
1	1	B	0	TXD-2140-RD	OVAL LEG TABLE 40X60X78	003		
4	4	B	0	CS-4020-RD	SPINDLEBACK SIDE CHAIR	003		
					1 B SETS		299.00	299.00
1	1	C	0	TXU-129Y-WH	ROUND 44" DL TABLE (2-9")	003		
2	2	C	0	CS-4063-WH	HEARTLAND SHEAFBACK CHAIR	003		
					1 C SETS		199.00	199.00
SUB-TOTAL								8338.00
10 % FREIGHT								833.80
TOTAL								9171.80

PLEASE  
REMIT TO:

KRIVAJA BEECHBROOK CORP.  
P.O. BOX 1927  
SO. HACKENSACK, NEW JERSEY 07606-1927

## THE BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS SET BY SELLER:

1. All claims must be made within fifteen days after receipt of merchandise.
2. Returns or exchange of merchandise will not be accepted without a written approval.
3. Buyer agrees to pay invoice in full on due date as per terms stated on invoice.
4. Late charges will be applied to buyer at the rate of 1 1/2 % per month on past due balance.
5. Buyer agrees to pay all costs of collection, including an attorney fee of a minimum of 25% of the amount of this invoice which is hereby agreed to be just and reasonable.
6. Governing laws of this agreement shall be in accordance with the laws of the state of New York.

ACCOUNTS RECEIVABLE COPY

AR0910

\*\* PAYMENT INQUIRY \*\*

CO 04 KBB-BRANCH CHICAGO

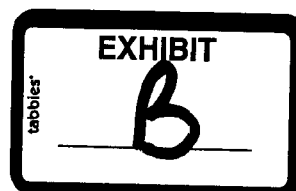
CUST 001844 COZY ACRES FURNITURE  
RD #3, BOX 129A  
\*AMS\*04/05  
DUBOIS

AUG INVOICE AMOUNT 4866.40  
AUG NO OF DAYS TO PAY 98  
CREDIT LIMIT 10000  
PA 15801

INV #	ORD #	INV DT	ORD DT	NET AMT	DATE CHECK#	AMOUNT	NEW BA
455460		5/12/04		9171.80	10/26 004300	3000.00	6171.80
					6/13 004877	617.00	5554.80
455471		6/28/04		561.00	10/04 004120	561.00	
455471 455631			7/30	253.00-	10/04 004120	253.00-	

HIT CME-2 TO END CUSTOMER OR ENTER/REC ADV TO ROLL SCREEN

D=DISCOUNT  
A=ADJUSTMENT  
W=WRITE-OFF



VERIFICATION

I, MIRSAD SULTIC PRESIDENT  
(name) (title)

of KRIVAJA BEECHBROOK CORP, verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

KRIVAJA BEECHBROOK CORP

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

4/18/06

Rosa P. Barreira

ROSA P. BARREIRA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 2, 2008

31893



FILED

APR 27 2006

William A. Shaw  
Prothonotary

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7151  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

April 24, 2006

OFFICE OF THE PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
POST OFFICE BOX 549  
CLEARFIELD PA 16830

RE: Krivaja Beechbrook Corp  
VS: Cozy Acres Furniture, LLC  
Our File No. 31893

Dear Prothonotary:

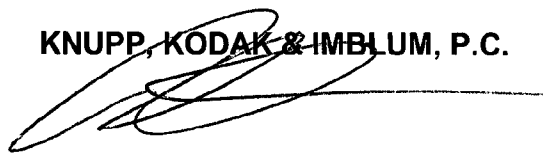
Enclosed is our **Complaint** in the above matter, along with our check in the amount of \$85.00. Please file same in accordance with your local Rules and Regulations and forward same to the Sheriff for further handling, along with our check payable to the Sheriff in the amount of \$120.00 and Complaint **copy for service**.

Please notify this office of the filing date and Court docket number by return of our stamped, self-addressed envelope enclosed.

Thank you for your fine service.

Very truly yours,

**KNUPP, KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
robert.kodak@verizon.net

RDK/rzs  
Enclosure(s)

cc MARGUERITE DECICCO PARALEGAL  
ALLEN MAXWELL & SILVER INC  
190 SYLVAN AVENUE  
ENGLEWOOD CLIFFS NJ 07632

126764

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101494  
NO: 06-659-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: KRIVAJA BEECHBROOK CORP.  
vs.  
DEFENDANT: COZY ACRES FURNITURE, LLC

SHERIFF RETURN

NOW, May 02, 2006 AT 12:48 PM SERVED THE WITHIN COMPLAINT ON COZY ACRES FURNITURE, LLC DEFENDANT AT RD#3 BOX 129A OKLAHOMA SALEM ROAD, 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: DEHAVEN /

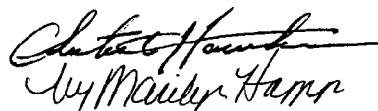
FILED  
05/02/2006  
MAY 19 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KNUPP	71488	10.00
SHERIFF HAWKINS	KNUPP	71488	35.30

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

**MAY 19 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

KRIVAJA BEECHBROOK CORP,  
Plaintiff

v.

COZY ACRES FURNITURE, LLC,  
Defendant

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

: NO. 2006-00659-CD

: CIVIL DIVISION - LAW

TO: PROTHONOTARY, COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

**FILED** ICC Notice  
to Def.  
m/2:40/31  
JUN 22 2006 Statement  
+ ICC to  
Aly  
William A. Shaw  
Prothonotary/Clerk of Courts  
Aly pd.  
2000  
(60)

**PRAECIPE FOR DEFAULT JUDGMENT**

Enter judgment in favor of Plaintiff and against Defendant(s) COZY ACRES FURNITURE, LLC, named for failure to file within the required time an Answer to the Complaint in the above-captioned case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$ 6,943.50
Interest from June 12, 2004 at the statutory rate of 6% per annum	<u>\$841.90</u>
Total Judgment	\$7,785.40

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. See Exhibits A & B attached.

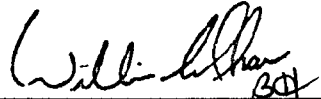
KNUPP, KODAK & IMBLUM, P.C.

By 

Robert D. Kodak, Attorney for Plaintiff

DATED: 6/22/06

Judgment entered and damages assessed as above.



Prothonotary

LAW OFFICES OF  
**KNUPP, KODAK & IMBLUM, P.C.**

Robert L. Knupp  
Robert D. Kodak  
Gary J. Imblum

CAMERON MANSION  
407 NORTH FRONT STREET  
POST OFFICE BOX 11848  
HARRISBURG, PA 17108-1848  
Telephone: 717/238-7159  
Facsimile: 717/238-7158  
email: kki.law@verizon.net

**FILE COPY**  
Robert Ewing Knupp  
(1909-1976)  
Robert H. Maurer  
(1923-1998)

May 30, 2006

COZY ACRES FURNITURE, LLC  
RD 3, BOX 129A OKLAHOMA SALEM ROAD  
DUBOIS PA 15801

RE: Krivaja Beechbrook Corp.  
VS: Cozy Acres Furniture, LLC  
No. 2006-00659-CD, Court of Common Pleas  
Clearfield County, Commonwealth of Pennsylvania  
Our File No. 31893

Greetings:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecept for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you or your attorney have not filed responsive pleadings to the Complaint filed against you to the above term and number or an attorney has not entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.

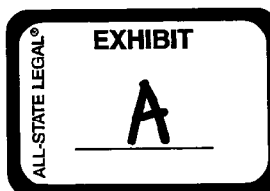
Robert D. Kodak, Esq.

RDK/kqb  
enclosure

cc: MARGUERITE DECICCO PARALEGAL  
ALLEN MAXWELL SILVER INC  
190 SYLVAN AVENUE  
ENGLEWOOD CLIFFS NJ 07632

#126764

JEFFREY S DUBOIS ESQUIRE  
190 W PARK AVENUE STE 5  
DUBOIS PA 15801



FILE COPY

KRIVAJA BEECHBROOK CORP,  
Plaintiff

v.

COZY ACRES FURNITURE, LLC,  
Defendant

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

: NO. 2006-00659-CD

: CIVIL DIVISION - LAW

**IMPORTANT NOTICE**

TO: COZY ACRES FURNITURE, LLC, Defendant(s)  
DATE OF NOTICE: MAY 30, 2006

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

**AVISO IMPORTANTE**

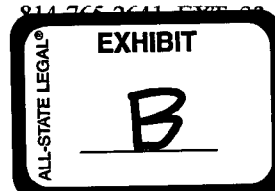
A: COZY ACRES FURNITURE, LLC, Defendido  
FECHA DEL AVISO: MAY 30, 2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

**USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32



**FILED**

**JUN 22 2006**

**William A. Shaw**  
Prothonotary/Clerk of Courts



KRIVAJA BEECHBROOK CORP,  
Plaintiff

v.

COZY ACRES FURNITURE, LLC,  
Defendant

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

: NO. 2006-00659-CD

: CIVIL DIVISION - LAW

To: COZY ACRES FURNITURE, LLC, DEFENDANT(S)

You are hereby notified that on June 22, 2006 the following  
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$7,785.40.

DATE: 6/22/06

William A. Hanger  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

COZY ACRES FURNITURE, LLC  
RD 3, BOX 129A OKLAHOMA SALEM ROAD  
DUBOIS PA 15801

A/ COZY ACRES FURNITURE, LLC, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el \_\_\_\_\_ de \_\_\_\_\_ del 20\_\_, el/la  
siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de  
residencia:

COZY ACRES FURNITURE, LLC  
RD 3, BOX 129A OKLAHOMA SALEM ROAD  
DUBOIS PA 15801

Abogado del Demandante

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

CC-1

Krivaja Beechbrook Corp.  
Plaintiff(s)

No.: 2006-00659-CD

Real Debt: \$7,785.40

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Cozy Acres Furniture LLC  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 22, 2006

Expires: June 22, 2011

Certified from the record this 22nd day of June, 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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)  
P.R.C.P. 3101 to 3149

KRIVAJA BEECHBROOK CORP.  
\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. \_\_\_\_\_ Term 20\_\_\_\_

No. 2006-00659-CD Term 2006

Prothonotary costs  
\$125.00

VS

Amount due \_\_\_\_\_ \$ 7,785.40

COZY ACRES FURNITURE, LLC.  
RD #3, BOX 129A  
OKLAHOMA SALEM ROAD  
DUBOIS PA 15801

Interest FROM DATE OF JGMT (06/22/06)

Atty's Cmm. \_\_\_\_\_ \$ 389.27

and Costs TO BE DETERMINED\$ \_\_\_\_\_

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against COZY ACRES FURNITURE, LLC

Defendant (s),

(3) and against \_\_\_\_\_ Garnishée (s),

(4) and index this writ

(a) against COZY ACRES FURNITURE, LLC Defendant(s) and

(b) against \_\_\_\_\_ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT ABOVE ADDRESS IN CLEARFIELD COUNTY, INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC.

(5) Exemption has (not) been waived.



Robert D. Kodak, Esquire  
PO Box 11848  
Harrisburg, PA 17108  
(717) 238-7151  
Attorney For Plaintiff(s)

Dated 01/25/07

FILED

JAN 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd. 20.00  
(60)

Writ No. \_\_\_\_\_ Term 20\_\_

No. 2006-00659-CD Term 2006

KRIVAJA BEECHWOOD CORP.

VS

COZY ACRES FURNITURE, LLC.

PRAECIPE FOR EXECUTION

Robert D. Kodak  
Attorney for Plaintiff(s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) (above) should be completed only in a named garnishee is to be included in the writ).

Paragraph (4) (a) should be completed only if indexing of the executions in the county of issuance, is desired as authorized by Rule 3104(a). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

# CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300.00 statutory exemption be

☐ (I) set aside in kind (specify property to be set aside in kind):

☐ (II) paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ( ) in cash ( ) in kind (specify property):

(b) Social Security benefits on deposit in the amount of: \$

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at

address

telephone no.

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

Date: Defendant:

THIS CLAIM TO BE FILED WITH:

OFFICE OF THE SHERIFF  
CLEARFIELD COUNTY COURTHOUSE  
POST OFFICE BOX 549  
CLEARFIELD PA 16830

# WRIT OF EXECUTION - NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgement against you. It may cause your property to be held or taken to pay the judgement. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

## MAJOR EXEMPTION UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

**FILED**

**JAN 29 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Krivaja Beechbrook Corp.

Vs.

NO.: 2006-00659-CD

Cozy Acres Furniture LLC  
RD 3, Box 129A  
Oklahoma Salem Road  
DuBois, PA 15801

CC. Y

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due KRIVAJA BEECHBROOK CORP., Plaintiff(s) from COZY ACRES FURNITURE LLC, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
All Personal Property of above-listed Defendant at above address in Clearfield County, including but not limited to furniture, electronics, equipment, etc.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$7,785.40  
INTEREST from date of Jgmt. 06/22/06  
ATTY'S COMM: \$389.27  
DATE: 01/29/2007

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Robert D. Kodak, Esq.  
PO Box 11848  
Harrisburg, PA 17108  
(717) 238-7151

\_\_\_\_\_  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20533  
NO: 06-659-CD

PLAINTIFF: KRIVAJA BEECHBROOK CORP.  
vs.  
DEFENDANT: COZY ACRES FURNITURE, LLC

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 1/29/2007

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/4/2008

DETAILS

3/8/2007 @ 11:30 AM SERVED COZY ACRES FURNITURE LLC

SERVED COZY ACRES FURNITURE LLC, DEFENDANT, BY HANDING TO CRYSTAL MCGHEE OPERATIONS  
MANAGER FOR COZY ACRES FURNITURE LLC, AT HER PLACE OF EMPLOYMENT COZY ACRES FURNITURE  
LLC, RD #3, BOX 129A, OKLAHOMA SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION.

@ SERVED

DEPUTIES UNABLE TO LEVY BUSINESS WAS BURNED TO THE GROUND.

@ SERVED

NOW, JANUARY 2, 2008 RETURN WRIT AS NULLA BONA PER ATTY INSTRUTCIIONS.

FILED  
019:2561  
FEB 04 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20533  
NO: 06-659-CD

PLAINTIFF: KRIVAJA BEECHBROOK CORP.  
VS.  
DEFENDANT: COZY ACRES FURNITURE, LLC

Execution PERSONAL PROPERTY

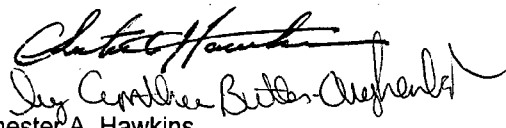
SHERIFF RETURN

---

SHERIFF HAWKINS \$66.42

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Krivaja Beechbrook Corp.

Vs.

NO.: 2006-00659-CD

Cozy Acres Furniture LLC  
RD 3, Box 129A  
Oklahoma Salem Road  
DuBois, PA 15801

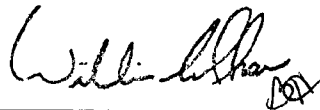
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due KRIVAJA BEECHBROOK CORP., Plaintiff(s) from COZY ACRES FURNITURE LLC, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
All Personal Property of above-listed Defendant at above address in Clearfield County, including but not limited to furniture, electronics, equipment, etc.
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Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
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AMOUNT DUE/PRINCIPAL: \$7,785.40  
INTEREST from date of Jgmt. 06/22/06  
ATTY'S COMM: \$389.27  
DATE: 01/29/2007

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of January A.D. 2007  
At 3:00 A.M./P.M.

Charles A. Hambley  
Sheriff by Cynthia Butler-Arphold

Requesting Party: Robert D. Kodak, Esq.  
PO Box 11848  
Harrisburg, PA 17108  
(717) 238-7151

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME COZY ACRES FURNITURE LLC

NO. 06-659-CD

NOW, February 02, 2008, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Cozy Acres Furniture, Llc to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	18.43
LEVY	
MILEAGE	18.43
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.56
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$66.42</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	7,785.40
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$8,386.09</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	66.42
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$191.42</b>
<b>TOTAL COSTS</b>	<b>\$8,386.09</b>

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

CHESTER A. HAWKINS, Sheriff

**FILED**

**FEB 04 2008**

William A. Shaw  
Prothonotary/Clerk of Courts