

06-916-CD
Knickerbocker Villa vs M. Kokosko et al

Knickerbocker vs Mildred Kokosko et al

2006-916-CD

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

KNICKERBOCKER VILLA, INC

Plaintiff,

vs.

MILDRED KOKOSKO and
ELIZABETH KOKOSKO,

Defendants.

Case No. 2006-916-C0

TYPE OF PLEADING:
COMPLAINT

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
J. KIPP LUKEHART, ESQ.
Supreme Court ID No. 05865
Lukehart & Lundy
219 East Union Street
PO Box 74
Punxsutawney, PA 15767
(814) 938-8110

FILED

JUN 07 2006
M 12:15 PM
William A. Shaw
Prothonotary/Clerk of Courts

2 cent to BHR
1 cent to AM

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

KNICKERBOCKER VILLA, INC., :
Plaintiff, : CASE NO. _____
vs. :
MILDRED KOKOSKO and :
ELIZABETH KOKOSKO, :
Defendants. :
:

COMPLAINT

AND NOW, the Plaintiff, by and through its Attorneys, Lukehart and Lundy, hereby files the following Complaint.

1. Plaintiff is a Corporation duly organized and existing under and by virtue of the Laws of the Commonwealth of Pennsylvania, with its principal place of business located at 304 South Second Street, Clearfield, Clearfield County, Pennsylvania.
2. Defendant, Mildred Kokosko, is an individual of full age who resides at 304 South Second Street, Clearfield, Clearfield County, Pennsylvania.
3. Defendant, Elizabeth Kokosko, is an individual of full age who resides at P.O. Box 27, 1569 Union Street, Ramey, Clearfield County, Pennsylvania.

COUNT 1

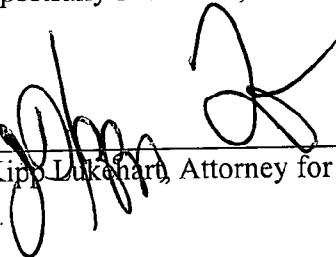
4. On or about February 2002, the Plaintiff entered into an Admissions Agreement with Mildred Kokosko for her to reside at their assisted living residence. That subsequent to the signing of the Agreement, Defendant, Mildred Kokosko, moved into Knickerbocker Villa and has continued to reside therein.
5. In accordance with the terms of the Admission Agreement for Knickerbocker Villa, Elizabeth Kokosko personally signed the Admissions Agreement and by the terms and conditions agreed to be personally responsible for charges incurred for the care and housing of Mildred Kokosko. Attached hereto and made a part hereof and marked as Exhibit "A" is a copy of the Admission Agreement between Knickerbocker Villa and the Defendants dated February 4, 2002.
6. Defendants have failed to pay for the housing and care for Mildred Kokosko and as of the date of this Complaint are indebted to Knickerbocker Villa Inc. in the total amount of sixteen thousand six hundred sixty-two dollars and

17/100 (\$16,662.17). Attached hereto and made a part hereof and marked as Exhibit "B" is a true copy of the ledger account statement.

7. Despite demand made to the Defendants, they have and continue to refuse to make payment.

WHEREFORE, Plaintiff prays for Judgement against the Defendants in the amount of sixteen thousand six hundred sixty-two dollars and 17/100 (\$16,662.17), together with costs and lawful interest.

Respectfully submitted,



J. Kipp Lukens, Attorney for Plaintiff

Knickerbocker Villa, Inc.

Customer Ledgers

For the Period From Jan 1, 2004 to Dec 31, 2006

Filter Criteria includes: 1) IDs from KOKOSKO-M to KOKOSKO-M. Report order is by ID. Report is printed in Detail Format

Customer ID Customer	Date	Trans No	Typ	Debit Amt	Credit Amt	Balance
KOKOSKO-M Mildred Kokosko	1/1/04	Balance Fwd				438.98
	1/1/04	820	SJ	1,785.00		2,223.98
	1/26/04	875	SJ	1,790.00		4,013.98
	2/1/04	179	CRJ		1,790.00	2,223.98
	3/1/04	192	CRJ		769.21	1,454.77
	3/18/04	930	SJ	1,887.01		3,341.78
	4/23/04	1072	SJ	2,185.79		5,527.57
	4/27/04	213	CRJ		2,185.79	3,341.78
	5/24/04	1129	SJ	1,590.00		4,931.78
	5/27/04	221	CRJ		1,590.00	3,341.78
	6/24/04	1188	SJ	1,550.00		4,891.78
	7/1/04	231	CRJ		1,550.00	3,341.78
	7/23/04	1244	SJ	1,585.00		4,926.78
	7/30/04	245	CRJ		1,560.00	3,366.78
	8/24/04	1306	SJ	1,585.00		4,951.78
	8/30/04	256	CRJ		1,585.00	3,366.78
	9/23/04	1372	SJ	1,575.00		4,941.78
	10/8/04	267	CRJ		1,775.00	3,166.78
	10/22/04	1436	SJ	1,615.00		4,781.78
	11/4/04	409139	CRJ		42.10	4,739.68
	11/8/04	270	CRJ		588.00	4,151.68
	11/8/04	271	CRJ		40.00	4,111.68
	11/23/04	1497	SJ	1,585.00		5,696.68
	12/3/04	1058	CRJ		588.00	5,108.68
	12/14/04	274	CRJ		2,352.00	2,756.68
	1/1/05	1558	SJ	1,617.00		4,373.68
	1/3/05	276	CRJ		1,029.00	3,344.68
	1/3/05	0692	CRJ		594.00	2,750.68
	1/25/05	1619	SJ	1,575.00		4,325.68
	2/2/05	278	CRJ		975.00	3,350.68
	2/4/05	4024	CRJ		594.00	2,756.68
	2/23/05	1678	SJ	1,575.00		4,331.68
	2/28/05	282	CRJ		975.00	3,356.68
	3/3/05	574	CRJ		594.00	2,762.68
	3/23/05	1747	SJ	1,620.00		4,382.68
	3/28/05	286	CRJ		1,020.00	3,362.68
	4/1/05	9978	CRJ		594.00	2,768.68
	4/26/05	1809	SJ	1,620.00		4,388.68
	4/28/05	292	CRJ		1,020.00	3,368.68
	5/3/05	4851	CRJ		594.00	2,774.68
	5/23/05	1874	SJ	1,575.00		4,349.68
	6/1/05	296	CRJ		975.00	3,374.68
	6/27/05	1938	SJ	1,600.00		4,974.68
	6/30/05	303	CRJ		1,000.00	3,974.68
	6/30/05	6889	CRJ		594.00	3,380.68
	7/19/05	2031	SJ	1,657.00		5,037.68
	8/4/05	4572	CRJ		594.00	4,443.68
	8/17/05	2077	SJ	1,638.00		6,081.68
	8/19/05	4253431	CRJ		42.10	6,039.58
	9/2/05	2256	CRJ		594.00	5,445.58
	9/20/05	2137	SJ	1,632.00		7,077.58
	9/21/05	000042	CRJ		42.10	7,035.48
	10/3/05	1201	CRJ		594.00	6,441.48
	10/6/05	8941	CRJ		42.10	6,399.38
	10/19/05	2202	SJ	1,689.00		8,088.38
	11/3/05	1007	CRJ		594.00	7,494.38
	11/15/05	4276674	CRJ		42.10	7,452.28
	11/21/05	2263	SJ	1,623.00		9,075.28
	12/2/05	9655	CRJ		594.00	8,481.28
	12/20/05	4284375	CRJ		42.10	8,439.18
	1/1/06	2323	SJ	1,633.00		10,072.18
	1/3/06	3476	CRJ		611.00	9,461.18
	1/18/06	2383	SJ	1,658.00		11,119.18
	1/20/06	4292006	CRJ		42.10	11,077.08
	2/1/06	FC21[00001	SJ	1,629.49		12,706.57
	2/3/06	0546	CRJ		611.00	12,095.57

EXHIBIT "B"

Knickerbocker Villa, Inc.

Customer Ledgers

For the Period From Jan 1, 2004 to Dec 31, 2006

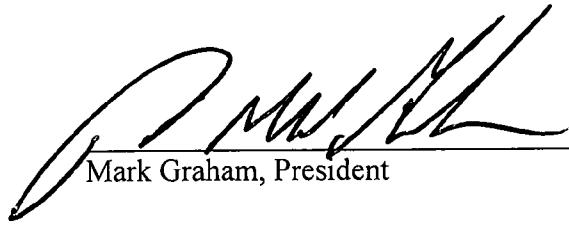
Filter Criteria includes: 1) IDs from KOKOSKO-M to KOKOSKO-M. Report order is by ID. Report is printed in Detail Format

Customer ID Customer	Date	Trans No	Typ	Debit Amt	Credit Amt	Balance
	2/7/06	4299585	CRJ			
	2/21/06	2439	SJ	1,659.00	42.10	12,053.47
	3/3/06	3946	CRJ			13,712.47
	3/9/06	00004307171	CRJ		611.00	13,101.47
	3/20/06	2497	SJ	1,671.00	42.10	13,059.37
	4/4/06	262447	CRJ			14,730.37
	4/7/06	4742	CRJ		611.00	14,119.37
	4/24/06	2556	SJ	1,619.00	42.10	14,077.27
	5/3/06	8591	CRJ		611.00	15,696.27
	5/15/06	4322272	CRJ		42.10	15,085.27
	5/17/06	2610	SJ	1,619.00	42.10	15,043.17
						16,662.17

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge and information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

5/29/06
Date


Mark Graham, President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101621
NO: 06-916-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: KNICKERBOCKER VILLA, INC.
vs.
DEFENDANT: MILDRED KOKOSKO and ELIZABETH KOKOSKO

SHERIFF RETURN

NOW, June 22, 2006 AT 2:54 PM SERVED THE WITHIN COMPLAINT ON MILDRED KOKOSKO DEFENDANT AT 305 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MILDRED KOKOSKO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
03/11/01
JUL 12 2006
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101621
NO: 06-916-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: KNICKERBOCKER VILLA, INC.
vs.
DEFENDANT: MILDRED KOKOSKO and ELIZABETH KOKOSKO

SHERIFF RETURN

NOW, June 16, 2006 AT 11:29 AM SERVED THE WITHIN COMPLAINT ON ELIZABETH KOKOSKO DEFENDANT AT PO BOX 27, 1569 UNION ST., RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ELIZABETH KOKOSKO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101621
NO: 06-916-CD
SERVICES 2
COMPLAINT

PLAINTIFF: KNICKERBOCKER VILLA, INC.
vs.
DEFENDANT: MILDRED KOKOSKO and ELIZABETH KOKOSKO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LUKEHART	12553	20.00
SHERIFF HAWKINS	LUKEHART	12553	45.08

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Charles Hawkins
by Marilyn Harris

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

KNICKERBOCKER VILLA, INC

Case No. 2006 916 CD

Plaintiff,

TYPE OF PLEADING:

VS.

PRAECIPE TO DISCONTINUE

MILDRED KOKOSKO and
ELIZABETH KOKOSKO,

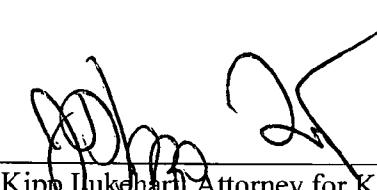
Defendants.

PRAECIPE TO DISCONTINUE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above-captioned matter settled and discontinued.

8-15-06
Date


J. Kipp Lukhart Attorney for Knickerbocker Villa, Inc.

FILED
M/2:00 pm *No cc or cert of
disc.*
AUG 16 2006 

William A. Shaw
Prothonotary

FILED

AUG 16 2006

William A. Shaw
Prothonotary

LUKEHART & LUNDY

Attorneys at Law
219 East Union Street, PO Box 74
Punxsutawney, PA 15767-0074

J. Kipp Lukehart
Jeffrey Lundy

Jay P. Lundy

telephone (814) 938-8110
fax (814) 938-3489
lukehartandlundy@adelphia.net

August 15, 2006

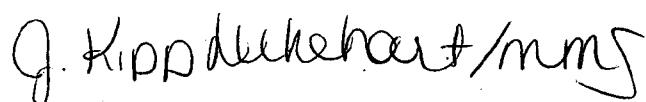
Prothonotary's Office
Clearfield County Courthouse
1 North 2nd Street
Clearfield, PA 16830

RE: Knickerbocker Villa, Inc. v. Mildred Kokosko and Elizabeth Kokosko

Dear Prothonotary:

Enclosed herein please find the original Praeclipe to Discontinue in the above-referenced matter. Please file this at your earliest convenience.

Very truly yours,


J. Kipp Lukehart/mms

J. Kipp Lukehart

JKL/mms
Enclosures

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Knickerbocker Villa, Inc.

Vs. **No. 2006-00916-CD**
Mildred Kokosko
Elizabeth Kokosko

CERTIFICATE OF DISCONTINUATION

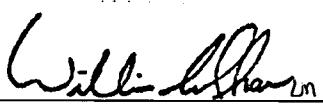
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 16, 2006, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by J. Kipp Lukehart Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of August A.D. 2006.



William A. Shaw, Prothonotary