

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-CV

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

W 12:15/W

William A. Shaw

Prothonotary/Clerk of Courts

2 CENTS TO BHA
1 CENT TO ATT

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL DIVISION

KNICKERBOCKER VILLA, INC.,

Plaintiff,

vs.

MILDRED KOKOSKO and
ELIZABETH KOKOSKO,
Defendants.

CASE NO. _____

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

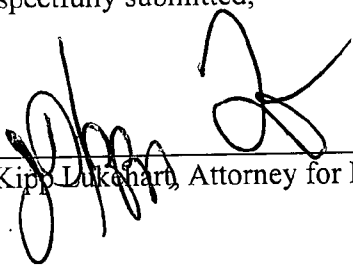
4. On or about February 2002, the Plaintiff entered into an Admissions Agreement with Mildred Kokosko for her to reside at their assisted living residence. That subsequent to the signing of the Agreement, Defendant, Mildred Kokosko, moved into Knickerbocker Villa and has continued to reside therein.
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				
	1/1/04	820	SJ			438.98
	1/26/04	875	SJ	1,785.00		2,223.98
	2/1/04	179	SJ	1,790.00		4,013.98
	3/1/04	192	CRJ		1,790.00	2,223.98
	3/18/04	930	CRJ		769.21	1,454.77
	4/23/04	1072	SJ	1,887.01		3,341.78
	4/27/04	213	SJ	2,185.79		5,527.57
	5/24/04	1129	CRJ		2,185.79	3,341.78
	5/27/04	221	SJ	1,590.00		4,931.78
	6/24/04	1188	CRJ		1,590.00	3,341.78
	7/1/04	231	SJ	1,550.00		4,891.78
	7/23/04	1244	CRJ		1,550.00	3,341.78
	7/30/04	245	SJ	1,585.00		4,926.78
	8/24/04	1306	CRJ		1,560.00	3,366.78
	8/30/04	256	SJ	1,585.00		4,951.78
	9/23/04	1372	CRJ		1,585.00	3,366.78
	10/8/04	267	SJ	1,575.00		4,941.78
	10/22/04	1436	CRJ		1,775.00	3,166.78
	11/4/04	409139	SJ	1,615.00		4,781.78
	11/8/04	270	CRJ		42.10	4,739.68
	11/8/04	271	CRJ		588.00	4,151.68
	11/23/04	1497	CRJ		40.00	4,111.68
	12/3/04	1058	SJ	1,585.00		5,696.68
	12/14/04	274	CRJ		588.00	5,108.68
	1/1/05	1558	CRJ		2,352.00	2,756.68
	1/3/05	276	SJ	1,617.00		4,373.68
	1/3/05	0692	CRJ		1,029.00	3,344.68
	1/25/05	1619	CRJ		594.00	2,750.68
	2/2/05	278	SJ	1,575.00		4,325.68
	2/4/05	4024	CRJ		975.00	3,350.68
	2/23/05	1678	CRJ		594.00	2,756.68
	2/28/05	282	SJ	1,575.00		4,331.68
	3/3/05	574	CRJ		975.00	3,356.68
	3/23/05	1747	CRJ		594.00	2,762.68
	3/28/05	286	SJ	1,620.00		4,382.68
	4/1/05	9978	CRJ		1,020.00	3,362.68
	4/26/05	1809	CRJ		594.00	2,768.68
	4/28/05	292	SJ	1,620.00		4,388.68
	5/3/05	4851	CRJ		1,020.00	3,368.68
	5/23/05	1874	CRJ		594.00	2,774.68
	6/1/05	296	SJ	1,575.00		4,349.68
	6/27/05	1938	CRJ		975.00	3,374.68
	6/30/05	303	SJ	1,600.00		4,974.68
	6/30/05	6889	CRJ		1,000.00	3,974.68
	7/19/05	2031	CRJ		594.00	3,380.68
	8/4/05	4572	SJ	1,657.00		5,037.68
	8/17/05	2077	CRJ		594.00	4,443.68
	8/19/05	4253431	SJ	1,638.00		6,081.68
	9/2/05	2256	CRJ		42.10	6,039.58
	9/20/05	2137	CRJ		594.00	5,445.58
	9/21/05	000042	SJ	1,632.00		7,077.58
	10/3/05	1201	CRJ		42.10	7,035.48
	10/6/05	8941	CRJ		594.00	6,441.48
	10/19/05	2202	CRJ		42.10	6,399.38
	11/3/05	1007	SJ	1,689.00		8,088.38
	11/15/05	4276674	CRJ		594.00	7,494.38
	11/21/05	2263	CRJ		42.10	7,452.28
	12/2/05	9655	SJ	1,623.00		9,075.28
	12/20/05	4284375	CRJ		594.00	8,481.28
	1/1/06	2323	CRJ		42.10	8,439.18
	1/3/06	3476	SJ	1,633.00		10,072.18
	1/18/06	2383	CRJ		611.00	9,461.18
	1/20/06	4292006	SJ	1,658.00		11,119.18
	2/1/06	FC21[00001	CRJ		42.10	11,077.08
	2/3/06	0546	SJ	1,629.49		12,706.57
			CRJ		611.00	12,095.57

EXHIBIT "B"

Knickerbocker Villa, Inc.

Customer Ledgers

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

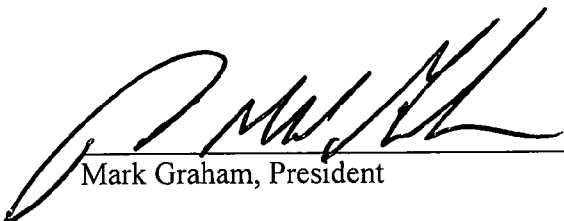
Filter Criteria includes: 1) IDs from KOKOSKO-M to KOKOSKO-M. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Typ	Debit Amt	Credit Amt	Balance
	2/7/06	4299585	CRJ		42.10	12,053.47
	2/21/06	2439	SJ	1,659.00		13,712.47
	3/3/06	3946	CRJ		611.00	13,101.47
	3/9/06	00004307171	CRJ		42.10	13,059.37
	3/20/06	2497	SJ	1,671.00		14,730.37
	4/4/06	262447	CRJ		611.00	14,119.37
	4/7/06	4742	CRJ		42.10	14,077.27
	4/24/06	2556	SJ	1,619.00		15,696.27
	5/3/06	8591	CRJ		611.00	15,085.27
	5/15/06	4322272	CRJ		42.10	15,043.17
	5/17/06	2610	SJ	1,619.00		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
0/3/11/201
JUL 12 2006
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


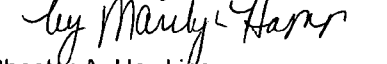
RETURN COSTS

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

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by 

Chester A. Hawkins
Sheriff

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 CD


TYPE OF PLEADING:
PRAECIPE TO DISCONTINUE

PRAECIPE TO DISCONTINUE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above-captioned matter settled and discontinued.

8-15-06
Date



J. Kipp Lukehart Attorney for Knickerbocker Villa, Inc.

FILED

M/2:00 pm

AUG 16 2006

NOC or cert of
disc.

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

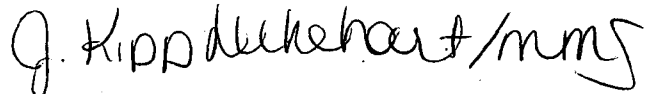
Prothonotary's Office
Clearfield County Courthouse
1 North 2nd Street
Clearfield, PA 16830

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

Dear Prothonotary:

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

Very truly yours,



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