

06-1681-CD
Lloyd-Dimmick et al vs V. Hockenberry

Lloyd-Dimmick vs Viola Hockenberry
2006-1681-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

LLOYD-DIMMICK FUNERAL HOME, INC.

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

vs.

CASE NO. 2006-1681-C9

VIOLA HOCKENBERRY

TYPE OF PLEADING:
Civil Action Complaint

CODE AND CLASSIFICATION:

FILED ON BEHALF OF :
Plaintiff(s)

NAME, ADDRESS AND TELEPHONE OF:
Counsel of Record

Robert E. Cherwony, Esquire
KRAFT & KRAFT, P.C.
1311 Spruce Street
Philadelphia, PA 19107
215-546-5100
Attorney No. 17623

FILED

OC 13 2006

m 12:45/10

William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO ATT

1 CENT. TO SHAW

KRAFT & KRAFT, P.C.

BY: Robert E. Cherwony, Esquire

Identification No. 17623

1311 Spruce Street

Philadelphia, PA 19107

(215) 546-5100

Attorney for Plaintiff(s)

LLOYD-DIMMICK FUNERAL HOME, INC.

91 Rose Street

Irvona, PA 16656

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

vs.

CIVIL ACTION AT LAW

VIOLA HOCKENBERRY

5 Water Street

Westover, PA 16694

NO.

CIVIL ACTION COMPLAINT

"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, 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 Meholic
Court Administrator
1 N. 2nd Street
Clearfield, PA 16830

"AVISO"

"Le han demandado a usted en la corte. Si usted quiere defenderse de este demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demands y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademias, la corte puede decidir a favor dei demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostromos derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFIICINA CUYA DIRECCION SE ENCUENTRA ESRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL."

KRAFT & KRAFT, P.C.
BY: Robert E. Chewony, Esquire
Attorney No. 17623
1311 Spruce Street
Philadelphia PA 19107
(215) 546-5100

Attorney for Plaintiff(s)

LLOYD-DIMMICK FUNERAL HOME, INC.
91 Rose Street
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COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

v.

CIVIL ACTION AT LAW

VIOLA HOCKENBERRY
5 Water Street
Westover, PA 16694

No.

CIVIL ACTION

1. On or about September 18, 2004, the plaintiff by its duly authorized agent and the defendant(s) entered into a written contract a copy of which is attached hereto, and made part hereof, and marked Exhibit "A".

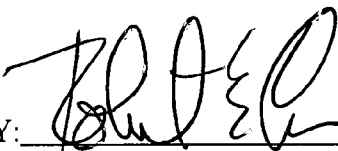
2. Under the terms of said written contract, the plaintiff agreed to sell to the defendant(s), and the defendant(s) agreed to purchase the merchandise and/or services set forth therein, and the defendant(s) agreed to pay for such merchandise and/or services in accordance with the terms of said written contract.

3. The plaintiff has done all the things required of it under the terms of the said written contract, but the defendant(s) failed to make the required payments and are now indebted to the plaintiff in the amount of \$6,405.00.

4. The plaintiff has made demand upon the defendant(s) for payment of the said sum, but the defendant(s) failed and refused and still refuse(s) to pay the said sum or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$6,405.00, plus interest in the amount of \$1,979.13, plus attorney's fees in the amount of \$2,766.76, for a total of \$11,150.89, plus costs, all of which is justly due and owing from the defendant(s) to the plaintiff.

KRAFT & KRAFT, P.C.

BY: 
Robert E. Cherwony, Esquire
Attorney for Plaintiff

Don R. Dimmick, Supervisor
91 Rose Street, PO Box 248
Irvona, Pennsylvania 16656
(814) 672-3700

DECEASED Richard Hockenberry
DATE OF DEATH September 14, 2004
DATE OF STATEMENT September 18, 2004

CHARGE TO Viola Hockenberry
Water St. P.O. Box 119
Westover, PA 16692
RELATION TO DECEASED Daughter

1. Professional Services:

7. Professional services.	\$	2,000.00
Basic Services of Funeral Director and Staff	\$	490.00
Embalming	\$	100.00
Other Preparation of the Body	\$	
	\$	2

Use of Facilities & Staff for Viewing / Visitation	\$	300.00
Use of Facilities & Staff for Funeral Ceremony	\$	350.00
Use of Facilities & Staff for Memorial Service		
Use of Facilities & Staff for Graveside Service		
	\$	

Transfer of Remains to F.H.	\$ 165.00
Hearse	\$ 195.00
Service/Utility Vehicle	\$ 100.00
Lead Car/Clergy Car	\$ 100.00
	\$

TOTAL OF SERVICES SELECTED \$ 3.10.00

Casket	Vista 20 Gs. Non Gasketed	\$	15.00
Vault	Standard Vault	\$	15.00
Acknowledgement Cards			
Register Book		\$	5.00
Memorial Folders			

TOTAL OF MERCHANDISE SELECTED 1 2 **35.00**

TOTAL OF SPECIAL CHARGES \$ 0.00

TOTAL OF FUNERAL HOME CHARGES \$ 6 85.00

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charged for embalming, we will explain why below.

Cash Advances	\$ 20.00
Certified Copies of the Death Certificate	\$ 163.24
Flowers	\$ 50.00
Clergy	\$ 300.00
Opening Grave	

TOTAL OF CASH ADVANCES \$ 533.24

We charge you for our services in obtaining:
(Flowers, Inscriptions, Newspaper Notices, and Cemetery Charges)

Total Funeral Home Charges	\$ 6,085.00
State Sales Tax (if applicable)	\$ 0.00
Total Cash Advances	\$ 533.24

Less Credits and Payments	
Total Payments	\$ 505.00

Total Credits and Payments	\$ 505.00
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BALANCE DUE	\$	6,405.00
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Room for Embalming Public Viewing

If any law, cemetery or crematory requirements have required the purchase of any items listed, the law or requirement is explained below.

This is my warranty on the casket and/or outer burial container sold in connection with this service as the express written warranty, if any, granted by the manufacturer. THIS FUNERAL HOME MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS CASKET AND/OR OUTER BURIAL CONTAINER.

I hereby acknowledge that I have the legal right to arrange the final services for the deceased, and I authorize this funeral establishment to perform services, furnish goods, and incur outside charges specified on this Statement. I acknowledge that I have received the General Price List and have been offered for review the Casket Price List and Outer Burial Container Price List.

Term of Payment:

Full payment is due no later than 30 days from Final Bill.

If any payment is not paid when due, and unsatisfied LATE CHARGES OF 1.5% per annum is (ANNUAL PERCENTAGE RATE) 1976) on the unpaid balance will be due. I understand and agree to pay the Balance Due listed on this Statement, plus any late charge, in the event of default in payment to this funeral establishment. I understand and agree to this Statement and that in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby agree to all of the above and acknowledge receipt of a copy of this Statement.

Michael Haskerberry 01/18/2018

Social Security Number: _____
 Purchaser _____

ACCEPTANCE This funeral establishment agrees to provide all services, merchandise and advances indicated on this Statement.

By Robert L. Smith
Licensed General Director

AFFIDAVIT

STATE OF Pa. }
COUNTY OF Clearfield }

KNOW ALL YE MEN BY THESE PRESENTS,

That on this 2 day of June, 2006

Don R. Dimmick personally appeared before me who after being first duly sworn,

deposes and says: I am a representative of Lloyd-Dimmick Funeral Home Inc
(your company Name)

Which is a ☒ corporation ☐ sole proprietor ☐ individual or ☐ other. My position with

this company is Owner/SUPERVISOR and I have direct knowledge of the events
(your title)

with regards to Viola Hockenberry known to us as a
(debtors name)

☐ corporation ☒ sole proprietor ☐ individual or ☐ other. And located at:

Water St. P.O. Box 119 Westover Pa. 16692
(debtors address)

They have an original balance owed in the amount of \$ 6405.00, with no

Interest or late charges added and all just credits and debits given.

FURTHER AFFIANT SAYETH NOT

Signature: Don R. Dimmick

SUBSCRIBED TO AND SWORN TO before me this 9th day of June, 2006

Notary Public Donna M. Morrison

My commission expires _____

Seal:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna M. Morrison, Notary Public
Irvona Boro, Clearfield County
My Commission Expires Sept. 26, 2007
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102038
NO: 06-1681-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: LLOYD-DIMMICK FUNERAL HOME, INC.
vs.
DEFENDANT: VIOLA HOCKENBERRY

SHERIFF RETURN

NOW, November 02, 2006, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON VIOLA HOCKENBERRY.

NOW, November 06, 2006 AT 11:45 AM SERVED THE WITHIN COMPLAINT ON VIOLA HOCKENBERRY, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/31/07
JAN 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102038
NO: 06-1681-CD
SERVICES 1
COMPLAINT

PLAINTIFF: LLOYD-DIMMICK FUNERAL HOME, INC.
vs.
DEFENDANT: VIOLA HOCKENBERRY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KRAFT	8761	10.00
SHERIFF HAWKINS	KRAFT	8761	50.37
CAMBRIA CO.	direct by atty		36.58

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


by 
Chester A. Hawkins
Sheriff

AT 11:45AM - SERVED THE COMPLAINT IN CIVIL ACTION UPON
VIOLA HOCKENBERRY BY HANDING A TRUE AND ATTESTED COPY
THEREOF TO HER PERSONALLY AT 4007 CRAWFORD AVENUE #1,
NORTHERN CAMBRIA, PA 15714 AND MAKING CONTENTS THEREOF KNOWN
TO HER.
MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

SO ANSWERS

ANSWERS

 BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 27TH DAY OF NOV 2006

PROTHONOTARY:

JAN 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

KRAFT & KRAFT, P.C.
By: Robert E. Cherwony
Attorney No. 17623
1311 Spruce Street
Philadelphia, PA 19107
(215) 546-5100

Attorney for Plaintiff

FILED 01:20:09 AM
11:00 am 1cc Notice
FEB 05 2007 to def
1cc statement
Hty

LLOYD-DIMMICK FUNERAL HOME, INC.
91 Rose Street
Irvona, PA 16656

: COURT OF COMMON PLEAS OF William A. Shaw
CLEARFIELD COUNTY, PA Prothonotary/Clerk of Courts

VS.

: CIVIL ACTION AT LAW

VIOLA HOCKENBERRY
5 Water Street
Westover, PA 16694

2006-1681-CD
: NO. 90267-06

**PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF ANSWER,
ASSESSMENT OF DAMAGES AND VERIFICATION OF ADDRESS
AND NON MILITARY SERVICE**

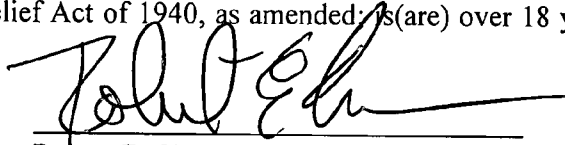
TO THE PROTHONOTARY:

Enter judgment by default for want of an answer in favor of plaintiff and against the above-named defendant(s) only and assess as follows:

Principal	\$ 6,405.00
Interest	1,979.13
Attorney's Fees	<u>2,766.76</u>
Total	\$ 11,150.89

Understanding that false statement herein made are subject to penalty under 18Pa.C.S. Section 4904 relating to unsworn falsification to authority, I verify that:

1. The above are the precise last-known addresses of the judgment debtor(s) and creditor.
2. The annexed notice(s) of intention to file this praecipe was (were) mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. The said defendant(s) is(are) not in the Military Service of the United States of its Allies or otherwise within the coverage of the Soldiers and Sailors Relief Act of 1940, as amended: is(are) over 18 years of age; and has(have) civilian occupation(s).


Robert E. Cherwony
Attorney for Plaintiff

JUDGMENT BY DEFAULT ENTERED AND
DAMAGES ASSESSED AS ABOVE:
NOTICE GIVEN UNDER PA.R.CIV.P.236


PRO PROTHONOTARY

Date of Notice: December 5, 2006

Viola Hockenberry
4007 Crawford Avenue
Apartment 1
North Cambria, PA 15714

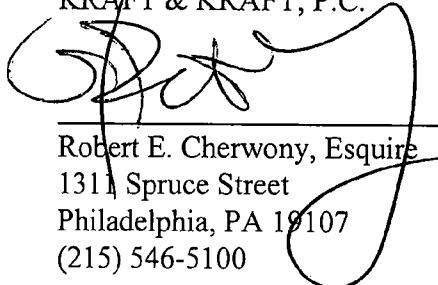
Caption: LLOYD-DIMMICK FUNERAL HOME, INC. v. VIOLA
HOCKENBERRY
COMMON PLEAS COURT OF CLEARFIELD COUNTY, PA
CIVIL ACTION AT LAW No. 90267-06

IMPORTANT

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 (10) 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 Meholic
Court Administrator
1 N. 2nd Street
Clearfield, PA 16830

KRAFT & KRAFT, P.C.



Robert E. Cherwony, Esquire
1311 Spruce Street
Philadelphia, PA 19107
(215) 546-5100

YOU MAY SATISFY THIS MATTER BY PAYMENT BY RETURN MAIL IN THE ENCLOSED ENVELOPE.

(Rule of Civil Procedure No. 236)-Revised

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION AT LAW

NO. 90267-06

2006/1681-CD

LLOYD-DIMMICK FUNERAL HOME, INC.)
Plaintiff

VS.

VIOLA HOCKENBERRY)
Defendant

Notice is given that an Order in Judgment in the above-captioned matter has been entered against you on
February 5, 2007.


PROTHONOTARY

BY: _____
Deputy

If you have any questions concerning the above, please contact:

KRAFT & KRAFT, P.C.
1311 Spruce Street
Philadelphia, PA 19107
(215) 546-5100

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

COPY

Lloyd-Dimmick Funeral Home, Inc.
Plaintiff(s)

No.: 2006-01681-CD

Real Debt: \$11,150.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Viola Hockenberry
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 5, 2007

Expires: February 5, 2012

Certified from the record this February 5, 2007



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

Law Offices
KRAFT & KRAFT, P.C.
1311 Spruce Street
Philadelphia, PA 19107

Paul Kraft-1911-2002
Preston E. Kraft-1945-1975
Steven Koplove
Martin J. Kilstein
Robert E. Cherwony
James M. DeSanto

215-546-5100
Fax: 215-732-3468

January 31, 2007

Prothonotary of Clearfield County
Courthouse Building
P.O. Box 549
Clearfield, PA 16830

Re: Lloyd-Dimmick Funeral Home, Inc.
vs. Viola Hockenberry
No. 90267-06

Dear Sir/Madam:

Enclosed herewith please find Praecipe to Enter Judgment, Certification of Addresses and Rule 236 and an envelope addressed to the defendant. I also enclose my check in the amount of \$20.00, to cover your costs.

Kindly acknowledge receipt by time-stamping a copy of this letter and returning it to this office in the enclosed envelope.

Very truly yours,

KRAFT & KRAFT, P.C.


Robert E. Cherwony

REC/jz
Enclosure