



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ISCAR METALS, INC.,

Plaintiff,

vs.

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,

Defendant.

CIVIL DIVISION

No. *06-1956-CD*

COMPLAINT

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF THIS  
PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. C0064731**

**FILED** *Att'y pd. 85.00*  
*m/11:46/8/*  
NOV 22 2006 *ICC Shff*  
*(S)*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

ISCAR METALS, INC.,

Plaintiff,

vs.

Civil Action No.

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,

Defendant.

**NOTICE AND COMPLAINT**

**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 upon you, 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.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## **COMPLAINT**

1. Plaintiff is a corporation having offices in Arlington, Texas
2. Defendant is an adult individual having a last known address of 103 East Long Avenue, Du Bois, Clearfield County, Pennsylvania 15801.

### **COUNT I – AGAINST DEFENDANT PAUL HORCHEN UNDER UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE**

3. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
4. On or about May 30, 2003, Defendant executed and delivered to Plaintiff a written Unconditional Guaranty of Payment and Performance wherein the Defendant promised, *inter alia*, the full and prompt payment of all sums due and owing from J&D Industrial Supply, Inc. to Plaintiff. A true and correct copy of said Unconditional Guaranty of Payment and Performance is attached hereto, marked Exhibit “1”, and made a part hereof.
5. At the special instance and request of J&D Industrial Supply, Inc., Plaintiff sold and delivered to J&D Industrial Supply, Inc. certain goods, wares, and merchandise.
6. J&D Industrial Supply, Inc. received and accepted the aforementioned goods, wares, and merchandise.

7. The prices charged by Plaintiff were the fair, reasonable, and market prices that prevailed at the times of the transactions.

8. The prices charged by Plaintiff were the prices that J&D Industrial Supply, Inc. agreed to pay.

9. Plaintiff avers that J&D Industrial Supply, Inc. has made partial payment leaving an unpaid balance due and owing to Plaintiff in the amount of \$37,839.59.

10. Plaintiff claims legal interest at the rate of six percent (6%) per annum as damages on the liquidated debt from May 24, 2006.

11. Plaintiff avers that interest at the aforesaid rate amounts to \$898.69 to October 16, 2006.

12. Plaintiff avers that the agreement between the parties provides that J&D Industrial Supply, Inc. will pay Plaintiff's reasonable collection costs (including reasonable attorneys' fees) in the amount of 30% of the balance due.

13. Plaintiff avers that such reasonable collection costs (including reasonable attorneys' fees) will amount to \$11,621.48.

14. Although repeatedly requested to do so by Plaintiff, J&D Industrial Supply, Inc. has willfully failed and refused to pay the aforesaid balance, interest, attorneys' fees or any part thereof to Plaintiff.

15. Plaintiff avers that all conditions precedent to Defendant's duty of performance under his written Unconditional Guaranty of Payment and Performance have occurred.

16. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count I of this Complaint in the amount of \$50,359.76, with continuing interest thereon at the rate of 0.5% per month and costs.

**COUNT II – AGAINST DEFENDANT**  
**PAUL HORCHEN FOR BREACH OF PROMISSORY NOTE**

17. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

18. On or about May 10, 2006, Defendant executed and delivered to Plaintiff a written Promissory Note, a true and correct copy of which is attached hereto, marked Exhibit "2", and made a part hereof.

19. Pursuant to the terms of said Promissory Note, Defendant agreed to pay to Plaintiff the sum of Forty One Thousand Eight Hundred Thirty Nine dollars and Fifty Nine cents (\$41,839.59) in ten (10) equal consecutive monthly payments of Four Thousand dollars (\$4,000.00) per month with the first payment being due on May 24, 2006, and a final payment of One Thousand Eight Hundred Thirty Nine dollars and Fifty Nine cents (\$1,839.59) due on March 24, 2007.

20. Plaintiff avers that Defendant has defaulted under the terms of said Promissory Note by, *inter alia*, failing to make payments to Plaintiff when and as due despite demand therefor.

21. Plaintiff avers that in accordance with the terms of said Promissory Note, more specifically the acceleration clause therein, the Defendant's default entitles Plaintiff to declare all amounts due and to become due under said Promissory Note to be immediately due and payable.

22. Plaintiff avers that Defendant has made partial payment leaving an unpaid balance due and owing to Plaintiff in the amount of \$37,839.59.

23. Plaintiff claims legal interest at the rate of six percent (6%) per annum as damages on the liquidated debt from May 24, 2006.

24. Plaintiff avers that interest at the aforesaid rate amounts to \$898.69 to October 16, 2006.

25. Plaintiff avers that per the terms of said Promissory Note the Defendant will pay Plaintiff's reasonable collection costs (including reasonable attorneys' fees) in the amount of 30% of the balance due.

26. Plaintiff avers that such reasonable collection costs (including reasonable attorneys' fees) will amount to \$11,621.48.

27. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count II of this Complaint in the amount of \$50,359.76, with continuing interest thereon at the rate of 0.5% per month and costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 

Christopher M. Boback, Esquire  
Attorney for Plaintiff  
PA ID # 91730  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100



## UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid or delivered to the undersigned (hereinafter referred to as "Guarantor"), the receipt and sufficiency whereof are hereby acknowledged by Guarantor, and for the purpose of seeking to induce Iscar Metals, Inc. (a New Jersey corporation), at 300 Westway Place, Arlington, TX 76018 ("Lender"), to extend credit to J&D Industrial Supply, Inc. (a Pennsylvania Corporation), at 89 West Main Street, Ridgway, PA 15853 ("Borrower") which extension of credit will be to the direct interest and advantage of Guarantor does hereby unconditionally guarantee to Lender and its successors, successors-in-title, and assigns the full and prompt payment when due, whether by acceleration or otherwise, of all unpaid principal, plus all accrued but unpaid interest of any and all obligations of Borrower to Lender under any distribution agreement, promissory notes, security agreements, accounts, documents or instruments (collectively referred to as "Accounts") now or hereafter existing. Guarantor does hereby agree that if any and all sums which are now or may hereafter become due from Borrower to Lender under the Accounts are not paid by Borrower in accordance with their terms, Guarantor will immediately make such payments. Guarantor further agrees to pay Lender all expenses (including reasonable attorney's fees) paid or incurred by Lender in endeavoring to collect or enforce the obligations of Borrower guaranteed hereby or any portion thereof, or to enforce this Guaranty.

This Guaranty unconditionally guarantees the performance of all obligations to Lender by Borrower, now existing or hereafter arising.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person, nor against security or liens available to Lender, its successors, successors-in-title, endorsers, or assigns. If the indebtedness guaranteed hereby is partially paid by reason of the election of the Lender, its successors, successors-in-title, endorsees or assigns to pursue any of the remedies available to Lender, or if such indebtedness is otherwise partially paid, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for the entire remaining unpaid balance of the indebtedness guaranteed hereby, even though any rights which Guarantor may have against Borrower may be destroyed or diminished by the exercise of any such remedy. Until all of the obligations of Borrower to Lender have been paid in full, Guarantor shall not have the right of subrogation to Lender against Borrower, and Guarantor hereby waives any rights to participate in any security for the Accounts.

The provisions of this Guaranty shall be binding upon Guarantor and their heirs and assigns, successors, successors-in-title, legal representatives, and shall inure to the benefit of Lender, its successors, successors-in-title, legal representatives, and assigns.

The Guaranty is assignable by Lender, and any assignment hereof or any transfer or assignment of the Accounts or portions thereof by Lender shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

The terms and provisions of this Guaranty are continuing, and shall apply to all debts of Borrower to Lender, now existing or hereafter created. All rights granted hereunder shall apply and extend to all debts of Borrower to Lender, now existing or hereafter created.

To the extent permitted by applicable law, Guarantor hereby subordinates any need and all indebtedness of Borrower now or hereafter owed to Guarantor to all indebtedness of Borrower to Lender and agrees with Lender that Guarantor shall not demand or accept any payment of principal or interest from Borrower, shall not claim any offset or other reduction of Guarantor's obligations hereunder because of any such indebtedness and shall not take any action to obtain any of the security described in and encumbered by the Accounts hereafter created.

This Guaranty shall be irrevocable by Guarantor until all indebtedness and performance guaranteed hereby have been completely repaid or performed in accordance with the terms and conditions of the Accounts. Guarantor may, at any time, advise Lender in writing that Guarantor shall no longer guarantee future indebtedness of Borrower. The notice shall be effective only upon being acknowledged in writing by an officer of Lender. Upon acknowledgment by Lender, the maximum liability of Guarantor shall not exceed the aggregate of all unpaid principal on any and all obligations of Borrower to Lender, plus the accrued but unpaid interest, plus all interest accruing on the unpaid principal pursuant to the Accounts after the effective date of the notice, plus all attorney's fees and cost incurred by Lender in connection with enforcement of this Guaranty.

All notices, demands, or requests provided for or permitted to be given pursuant to this Guaranty must be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing the same in the United States Mail, postage prepaid and registered or certified return receipt requested, at the addresses as set forth herein. The effective date of such notice shall be the date of personal service or the date on which the notice is received; provided, however, that if any party shall refuse delivery of any such notice, said effective date of such notice so refused shall be the date delivery was first attempted. Lender may rely upon the address of Guarantor set forth below until such time as Lender receives written notice of a change in Guarantor's address.

Guarantor acknowledges that this Guaranty shall be governed and construed in accordance with the laws of the State of Texas and the courts of Tarrant County, Texas shall have subject matter and personal jurisdiction over Guarantor and any and all issues which may be litigated in connection with this Guaranty.

There are no oral agreements, understanding, covenants or undertakings between the parties, and any prior oral agreements are superseded by and merged into the above referenced Guaranty. The agreements between the parties may only be altered by a written agreement signed by both parties. The terms of the written documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of this 30 day of May, 2003.

**GUARANTOR:**

(for J&D Industrial Supply, Inc.)

By Paul Horchen  
Paul Horchen, Personally

Social Security No. 1 9 5 - 4 2 - 9 9 8 0

Guarantor's Name: Paul Horchen

Street address: 130 EAST LONG AVENUE

City, State & Zip: DUBOIS, PA. 15801

Witness:

By Aaron B. Horchen  
Printed Name & Address:

AARON B. HORCHEN 319 EAST SCRIBNER AVENUE DUBOIS, PA. 15801

State in which you have permanent residence, if different from above mailing address: \_\_\_\_\_

**Promissory Note**

U.S. \$41,839.59

Arlington, Texas

May 10, 2006 AD

For value received, I Paul Horchen ("Maker"), promise to pay to the order of Iscar Metals, Inc. ("Payee") at Payee's Corporate Office address, 300 Westway Place, Arlington, Tarrant County, Texas, the sum of Forty one thousand eight hundred thirty nine and 59/100 Dollars (\$41,839.59). Payment shall consist of ten equal monthly payments of Four thousand and 00/100 Dollars (\$4,000.00) on the 24<sup>th</sup> of each month beginning May 24, 2006 and ending February 24, 2007. One final payment of One thousand eight hundred thirty nine and 59/100 Dollars (\$1,839.59) shall be due on March 24, 2007. Payments include value received with interest at zero percent (0%). The annual interest rate on matured, unpaid amounts shall be the highest rate of interest allowed by law.

Maker shall be in default on this note if any one or more of the following occurs:

1. Maker fails to perform any obligation which Maker has undertaken in this note; or
2. Maker believes that the prospect of payment or the prospect of Maker's performance of any other of the obligations under this note is impaired.

In the event Maker is in default on this note, Payee has, but not limited to, the following remedies:

1. Payee may demand immediate payment of this note (all unpaid principal, accrued unpaid interest and other accrued charges); and
2. Payee may use any remedy that it has under state or federal law.

Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, notices of protest, and diligence in bringing suit against any party hereto and consent that the time of payment may be extended by Payee without notice from time to time. It is further expressly agreed that in the event this note is placed in the hands of an attorney for collection or suit is brought on same, or if collected through bankruptcy or probate, then and in that event, to pay as attorney's fees an additional amount of thirty percent (30%) on the principal then due.

  
Paul Horchen

### VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is Assistant Controller of Iscar Metals, Inc., Plaintiff herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his/her knowledge, information and belief.

Chuck Royer

(Sign in Blue Ink)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102182  
NO: 06-1956-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: ISCAR METALS, INC.

vs.

DEFENDANT: PAUL HORCHEN as Personal Guarantor of J&D INDUSTRIAL SUPPLY, INC.  
A defunct corporation

SHERIFF RETURN

NOW, December 06, 2006 AT 10:55 AM SERVED THE WITHIN COMPLAINT ON PAUL HORCHEN as Personal Guarantor of J&D INDUSTRIAL SUPPLY INC., A defunct corp. DEFENDANT AT 130 EAST LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO REBECCA HORCHEN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

8/3'00/04  
MAR 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	37913	10.00
SHERIFF HAWKINS	BERNSTEIN	37913	34.91

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Maury Hampe*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
ISCAR METALS, INC.,

Plaintiff

No. 06-1956-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID#86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0064731

FILED NOCC  
m/12:48/01 Atty pd.  
MAR 30 2007 2000  
William A. Shaw Notice to Def.  
Prothonotary/Clerk of Courts Statement  
to Atty  
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
ISCAR METALS, INC.,

Plaintiff

vs.

Civil Action No. 06-1956-CD

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,

Defendant

**PRAECIPE FOR JUDGMENT**

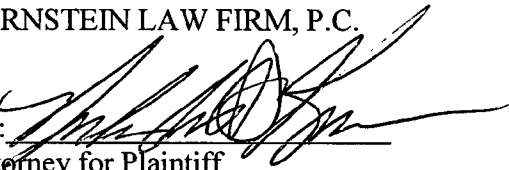
To the Prothonotary:

Kindly enter Judgment, on Count I and Count II, against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$52,952.35, plus continuing interest at the rate of 0.5% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$50,359.76
Interest from May 25, 2006 to March 30, 2007	\$ 2,592.59
TOTAL for Count I and for Count II	\$52,952.35

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By:   
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
Defendant: 103 East Long Avenue Du Bois PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
ISCAR METALS, INC.,

Plaintiff

vs.

Civil Action No. 06-1956-CD

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,

Defendant

**IMPORTANT NOTICE**

TO: PAUL HORCHEN as Personal Guarantor of  
J & D INDUSTRIAL SUPPLY, INC.  
103 East Long Avenue  
Du Bois PA 15801

Date of Notice: January 10, 2007

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 NOTICE TO A 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:

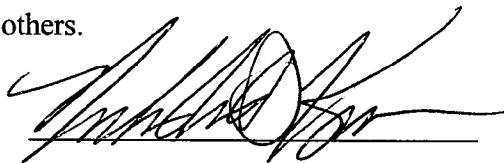
Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

Bernstein Law Firm, P.C.  
By: /s/Nicholas D. Krawec  
Nicholas D. Krawec  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100



### VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are/are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HORCHEN	Paul	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

---

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any

manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:BNHELWVTJGV*

COPY

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

ISCAR METALS, INC.,

Plaintiff

vs.

Civil Action No. 06-1956-CD

PAUL HORCHEN as Personal Guarantor  
of J&D INDUSTRIAL SUPPLY, INC.,  
a defunct corporation,  
Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff  
☒ Defendant  
☐ Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 3/30/07.

(xx) Assumpsit Judgment in the amount  
of \$52,952.35 plus costs.

☐ Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

☐ If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

Paul Hochen  
103 East Long Avenue  
DuBois, PA 15801

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

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

COPY

Iscar Metals, Inc.  
Plaintiff(s)

No.: 2006-01956-CD

Real Debt: \$52,952.35

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Paul Horchen  
J & D Industrial Supply, Inc.  
Defendant(s)

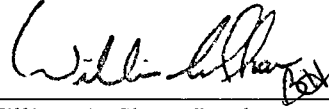
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 30, 2007

Expires: March 30, 2012

Certified from the record this 30th day of March, 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