

06-2067-CD

Ronald Collins et al vs G. Knaresboro

Ronald Collins et al vs Gary Knaresboro et al
2006-2067-CD

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV,
d/b/a SOBEL & COLLINS,
Plaintiffs

Vs. : No. 2006-2067-C0

GARY A. KNARESBORO, :
Defendant

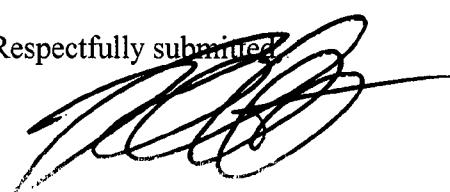
PRAECIPE FOR WRIT OF SUMMONS

TO THE HONORABLE WILLIAM A. SHAW, PROTHONOTARY:

Please issue a Writ of Summons in the above captioned matter.

Gary A. Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

Respectfully submitted,



Ronald L. Collins, Esquire

FILED

DEC 12 2006

012-1010

William A. Shaw
Prothonotary/Clerk of Courts

2 copy to Atty

↓

3 writs of Summons
to Atty

FILED
DEC 12 2006
William A. Shaw
Prothonotary/Clerk of Courts

No.

RONALD L. COLLINS and
JOHN A. SOBEL, IV,
d/b/a SOBEL & COLLINS,
Plaintiffs

vs.

GARY A. KNARESBORO,
Defendant

PRAECIPE FOR WRIT OF SUMMONS

Sobel & Collins
ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552
sobelcollins@atlanticbbo.net

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV,
d/b/a SOBEL & COLLINS,
Plaintiffs

Vs. : No. 2006-2067-CD

GARY A. KNARESBORO, :
Defendant

P R A E C I P E

To William Shaw, Prothonotary

Kindly reissue the Writ of Summon previously issued in this matter.

Respectfully,

Ronald L. Collins, Esquire

FILED Atty. pol. 7.00
06/15/2007 2006-2
JUN 06 2007 2006-2
Reissued
William A. Shaw Writs to Atty.
Prothonotary/Clerk of Courts
(GK)

No. 2006-2067-CD

Ronald L. Collins and
John A. Sobel, IV,
d/b/a Sobel & Collins
Plaintiffs

vs.

Gary A. Knaresboro,
Defendant

P R A E C I P E

Prothonotary/Clerk of Courts
William A. Slaw

JUN 06 2007

FILED

Sobel & Collins
ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5532
sobelcollins@atlanticbb.net

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV,
d/b/a SOBEL & COLLINS,
Plaintiffs

Vs.

No. 2006-2067-C9

GARY A. KNARESBORO,
Defendant

COPY

WRIT OF SUMMONS

TO: Gary A. Knaresboro

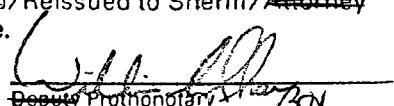
You are hereby notified that Ronald L. Collins and John A. Sobel, IV have commenced an action against you.

Date: 12-12-06



Prothonotary

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co. Clearfield, PA

6-6-07 Document
Re-issued/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary BD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102873
NO: 06-2067-CD
SERVICE # 1 OF 1
WRIT OF SUMMONS

PLAINTIFF: RONALD L. COLLINS and JOHN A. SOBEL, IV d/b/a SOBEL & COLLINS
VS.
DEFENDANT: GARY A. KNARESBORO

FILED
07/3/03
OCT 19 2007
CLERK
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, June 13, 2007 AT 10:30 AM SERVED THE WITHIN WRIT OF SUMMONS ON GARY A. KNARESBORO DEFENDANT AT 33 BEAVER DRIVE, SUITE 2, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KATHLEEN CAIN, ASSISTANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF SUMMONS AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	COLLINS	1585	10.00
SHERIFF HAWKINS	COLLINS	1585	36.84

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins
by Marilyn Hasker
Chester A. Hawkins
Sheriff

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

:

vs. : NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

:

: COMPLAINT

: FILED ON BEHALF OF:
Ronald L. Collins & John A. Sobel, IV,
Plaintiffs

: SOBEL & COLLINS
Attorneys at Law
218 South Second Street
Clearfield, PA 16830
(814)765-5552
FAX (814)765-6210

: SUPREME COURT ID NOS.:
Ronald L. Collins, Esquire -36744
John A. Sobel, IV, Esquire - 31670

FILED 5cc Atty
01/11/54 am Collins
SEP 2 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

vs. : NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

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 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.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 ext. 5982

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

vs.

NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

C O M P L A I N T

AND NOW comes Plaintiffs, Ronald L. Collins and John A. Sobel, IV, doing business as Sobel & Collins, who aver as follows:

1. That Plaintiffs are Ronald L. Collins and John A. Sobel, IV, doing business as Sobel & Collins at 218 South Second Street, Clearfield, Pennsylvania, 16830.
2. That Defendant is Gary A. Knaresboro, an individual, whose address is 33 Beaver Drive, DuBois, Pennsylvania, 15801.
3. That from approximately 1993 until approximately June 13, 2003, Plaintiffs and Defendant were doing business together as partners in a law firm known as Sobel, Collins & Knaresboro.
4. That the last business address for Sobel, Collins & Knaresboro was 218 South Second Street, Clearfield, Pennsylvania, 16830.
5. That the said 218 South Second Street, Clearfield, Pennsylvania is a lot upon which is erected a building. That building was used by each of the Plaintiffs and the

Defendant as offices for the practice of law.

6. That Defendant physically vacated the office building at 218 South Second Street, Clearfield, Pennsylvania on or about June 13, 2003, effectively ending the partnership known as Sobel, Collins & Knaresboro.
7. That for some time prior to October 10, 2002, there existed an agreement amongst the partners that each of them were to pay to the firm a certain monetary amount to cover the firm's operating expenses and costs.
8. That as of October 10, 2002 and continuing through June 13, 2003, Defendant was obligated to pay the sum of Three Hundred and Seventy (\$370.00) Dollars per week to the firm.
9. That Defendant breached that agreement and paid no amounts towards this obligation from October 10, 2002 through June 13, 2003.
10. That as a result of said breach by Defendant, Plaintiffs were forced to pay Defendant's share of the operating expenses and costs of the firm from October 10, 2002 through June 13, 2003.
11. That as a result of said breach, Defendant is indebted to Plaintiffs in the amount of Twelve Thousand Nine Hundred and Fifty (\$12,950.00) Dollars.
12. That in addition to the breach set forth hereinabove at paragraphs 7 through 11, the firm known as Sobel, Collins & Knaresboro also had certain outstanding indebtedness at the time Defendant left the firm on or about June 13, 2003.
13. That amongst said indebtedness, Plaintiffs and Defendant were each equally obligated on a first mortgage held by the First Commonwealth Bank in regards to the premises at 218 South Second Street, Clearfield, Pennsylvania.

14. That approximately as of the date Defendant left the firm on or about June 13, 2003, the principal balance on the first mortgage held by the First Commonwealth Bank was Thirty-six Thousand Seven Hundred Fifty-five 77/100 (\$36,755.77) Dollars.
15. That Defendant's share of said indebtedness referred to in paragraph 14 was one-third or Twelve Thousand Two Hundred Fifty-one 92/100 (\$12,251.92) Dollars.
16. That Defendant has made no payment towards said first mortgage since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
17. That as a result of Defendant's default on said first mortgage, Defendant is indebted to Plaintiffs in the additional amount of Twelve Thousand Two Hundred Fifty-one 92/100 (\$12,251.92) Dollars.
18. That in addition to the first mortgage set forth hereinabove, Plaintiffs and Defendant were also equally indebted to First Commonwealth Bank in regards to a second mortgage on the premises at 218 South Second Street, Clearfield, Pennsylvania.
19. That approximately as of the date Defendant left the firm on or about June 13, 2003, the principal balance on said mortgage was Five Thousand Three Hundred Four 93/100 (\$5,304.93) Dollars.
20. That Defendant's share of indebtedness on said second mortgage was one-third or One Thousand Seven Hundred Sixty-eight 31/100 (\$1,768.31) Dollars.
21. That Defendant has made no payment towards said second mortgage since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
22. That as a result of Defendant's default on said second mortgage, Defendant is indebted to Plaintiffs in the additional amount of One Thousand Seven Hundred Sixty-eight 31/100 (\$1,768.31) Dollars.

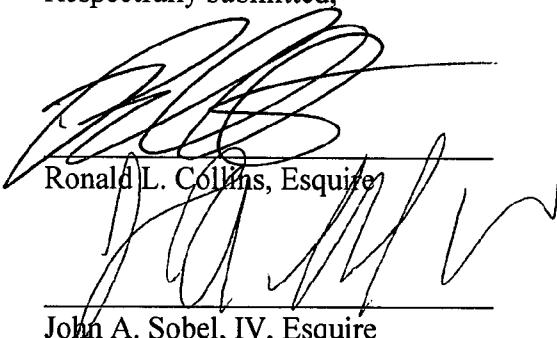
23. That in addition to the first and second mortgages referred to hereinabove, Plaintiffs and Defendant were also equally indebted to Clearfield Bank and Trust Company on a line-of-credit account.
24. That the principal balance of said line of credit at Clearfield Bank and Trust Company as of the approximate date that Defendant left the firm on or about June 13, 2003 was Twenty-three Thousand Five Hundred Ninety-five 37/100 (\$23,595.37) Dollars.
25. That Defendant's share of said indebtedness on said line of credit was one-third or Seven Thousand Eight Hundred Sixty-five 12/100 (\$7,865.12) Dollars.
26. That Defendant made no payment towards said line of credit indebtedness since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
27. That as a result of Defendant's default on said line of credit indebtedness, Defendant is indebted to Plaintiffs in the additional amount of Seven Thousand Eight Hundred Sixty-five 12/100 (\$7,865.12).
28. That in addition to the amounts set forth hereinabove, Plaintiffs and Defendant also equally shared certain other debt liabilities relating to the operation of Sobel, Collins & Knaresboro as of the approximate date Defendant left the firm on or about June 13, 2003.
29. That amongst said debt liabilities, Plaintiffs and Defendant were equally obligated to Thompson West in the total amount of Four Thousand One Hundred Ninety-two 02/100 (\$4,192.02) Dollars as of on or about June 13, 2003.
30. That Defendant's share of said Thompson West account was one-third or One Thousand Three Hundred Ninety-seven 34/100 (\$1,397.34) Dollars.

31. That Defendant made no payment towards said Thompson West account since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
32. That Defendant is therefore additionally indebted to Plaintiffs in the amount of One Thousand Three Hundred Ninety-seven 34/100 (\$1,397.34) Dollars reflective of Defendant's share of the outstanding obligation to Thompson West at the time he left the firm on or about June 13, 2003.
33. That in addition to the above, Plaintiffs and Defendant also had a credit card account with Advanta which was used for business purposes for the firm operating as Sobel, Collins & Knaresboro.
34. That Plaintiffs and Defendant were each equally obligated in regards to said credit card account.
35. That the approximate balance on said Advanta credit card as of the date Defendant left the firm on or about June 13, 2003 was One Thousand Three Hundred Sixty-eight 65/100 (\$1,368.65 Dollars.
36. That Defendant's share of said credit card obligation was one-third or Four Hundred Fifty-six 21/100 (\$456.21) Dollars.
37. That Defendant made no payment towards said credit card obligation since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
38. That Defendant is therefore additionally indebted to Plaintiffs in the amount of Four Hundred Fifty-six 21/100 (\$456.21) Dollars.
39. That in addition to the above, Plaintiffs and Defendant also had other indebtedness to other creditors as of the date Defendant left the firm on or about June 13, 2003 relating to the operation of the firm known as Sobel, Collins & Knaresboro.

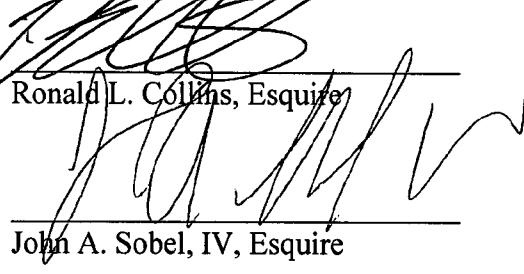
40. That Plaintiffs and Defendant were each equally indebted in regards to the debt liabilities referred to in paragraph 39.
41. That Defendant has made no payment towards said debt liabilities since June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
42. That Defendant is therefore additionally indebted to Plaintiffs in regards to the debt liabilities referred to in paragraphs 39 through 41.
43. That in addition to the above, there have been real estate tax assessments on the premises located at 218 South Second Street, Clearfield, Pennsylvania since Defendant left the firm on or about June 13, 2003.
44. That Plaintiffs and Defendant are each equally obligated with regards to said assessments.
45. That Defendant has paid no amounts towards said tax assessments since on or about June 13, 2003, thus forcing Plaintiffs to pay his share of the same.
46. That Defendant is therefore additionally indebted to Plaintiffs for one-third of all tax assessments on the premises located at 218 South Second Street, Clearfield, Pennsylvania since on or about June 13, 2003.

WHEREFORE, Plaintiffs demand judgment be entered in their favor and against Defendant in an amount in excess of Twenty-five Thousand (\$25,000.00) Dollars.

Respectfully submitted,



Ronald L. Collins, Esquire



John A. Sobel, IV, Esquire

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

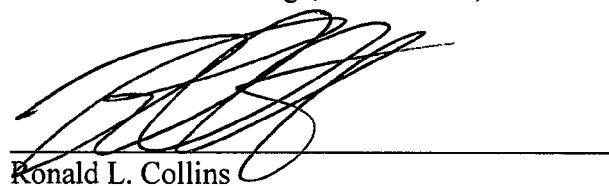
RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

vs. : NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

AFFIDAVIT

Before me, the undersigned authority, personally appeared Ronald L. Collins, who being
duly sworn according to law, deposes and says that the facts and averments contained in the
foregoing Complaint are true and correct to the best of his knowledge, information, and belief.

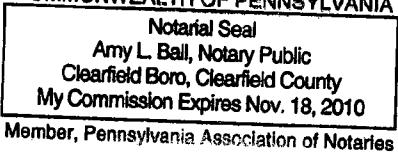

Ronald L. Collins

Sworn to and subscribed before

me this 2nd day of
September, 2009.


Amy L. Ball
Notary Public

COMMONWEALTH OF PENNSYLVANIA



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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

:

vs.

:

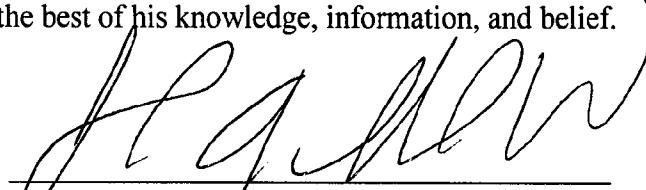
NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

:

AFFIDAVIT

Before me, the undersigned authority, personally appeared John A. Sobel, IV, who being
duly sworn according to law, deposes and says that the facts and averments contained in the
foregoing Complaint are true and correct to the best of his knowledge, information, and belief.



John A. Sobel, IV

Sworn to and subscribed before

me this 2nd day of

September, 2009.



Amy L. Ball
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Amy L. Ball, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 18, 2010

Member, Pennsylvania Association of Notaries

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

vs. : NO. 2006-2067-CD

GARY A. KNARESBORO,
Defendant

: PRAECIPE TO DISCONTINUE

: Filed on behalf of:
Plaintiffs

: Counsel for this party:
Ronald L. Collins, Esquire

: Supreme Court No. 36744

: SOBEL & COLLINS
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

: (814)765-5552
FAX (814)765-6210

*s-FILED 4CC-4 Cert,
09/30/09 of Disc. to
SEP 29 2009 Atty Collins*
William A. Shaw
Prothonotary/Clerk of Courts

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

RONALD L. COLLINS and
JOHN A. SOBEL, IV, d/b/a
SOBEL & COLLINS,
Plaintiffs

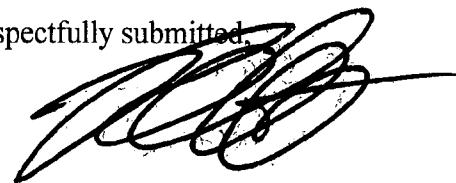
vs. : NO. 2006-2067-CD

GARY A. KNARESBORO, :
Defendant

To the William Shaw, Prothonotary:

Please mark the above captioned matter as settled, withdrawn and discontinued.

Respectfully submitted,



Date: 9-29-2009

Ronald L. Collins, Esquire

COPY

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

CIVIL DIVISION

**Ronald L. Collins and
John A. Sobel IV d/b/a
Sobel & Collins**

**Vs.
Gary A. Knaresboro, Esq.**

No. 2006-02067-CD

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 September 29, 2009, marked:

Settled, Withdrawn, and Discontinued

Record costs in the sum of \$92.00 have been paid in full by Sobel & Collins.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of September A.D. 2009.



William A. Shaw, Prothonotary