

07-495-CD

Eugene Shadreck vs Leo Coble Jr. et al

2007-495-CD

Eugene Shadreck vs Leo Coble et al

7

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v. No. 07-495-CD

LEO COBLE, Jr., , an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

Type of Pleading:

CIVIL COMPLAINT

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED
MAR 29 2007

May 2, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W.A. Shaw
William A. Shaw
Deputy Prothonotary

William A. Shaw
Prothonotary/Clerk of Courts

0/11:50/07

5 CENTS TO ATT

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
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v.)
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LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)
)

No. 07-_____ -CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

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an adult individual;)
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v.) No. 07-_____ -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

CIVIL COMPLAINT

NOW COMES the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:

The Parties

1. That Plaintiff is Eugene Shadeck, an adult individual who does, and at all relevant and material times did reside in Clearfield County, Pennsylvania, at the address of 10 Potter Street, Karthaus, PA 16845.
2. That first defendant is Carl T. Hubler, hereinafter "Hubler", who upon information and belief, does currently reside at and at all relevant and material times did reside in Allport, Clearfield County, Pennsylvania with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.
3. That second defendant is Leo Coble, Jr., hereinafter "Coble", who upon information and belief does currently reside and at all material times did reside in Allport, Clearfield

County Pennsylvania, with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.

4. That third defendant is C.H.J. Lumber Company, upon information and belief, a Pennsylvania partnership, having as at least two partners, the aforementioned defendants "Hubler" and "Coble", and with business located at Allport, Clearfield County, Pennsylvania and with mailing address of PO. Box 187, Allport, PA 16821.

Background

5. That on or about May 1, 2001, Mr. Shadeck entered into a contract with Defendants Hubler and C.H.J. Lumber, and Coble's predecessor in interest, Leo Coble, Sr., now deceased, for the purpose of selling timber located on a certain premises, in Karthaus, Clearfield County, Pennsylvania. A True and correct copy of such contract is attached hereto as Exhibit "A".

6. Pursuant to such contract, defendants cut and removed the timber located on Mr. Shadeck's premises and were to pay him certain sums of money, through July 1, 2005, totaling \$45,200.

7. That defendants did receive the timber which was sold to them but have only paid Mr. Shadeck the total sum of \$22,700, leaving a balance owed to him on the principal sum of \$22,500. Attached hereto is a true and correct copy of the Mr. Shadeck's ledger showing the amounts received and dates of such payments.

Count I: Breach of Contract

8. That the averments of paragraphs 1 - 6 inclusive are hereby incorporated as if again fully set forth at length.

9. That defendants have received the full benefit of their bargain, i.e. Mr. Shadeck's

timber, but have failed to pay him as required despite his demands that they do so.

Miscellaneous Averments

10. That venue is proper.
11. That jurisdiction is proper.
12. That defendants' liability is joint and several.

WHEREFORE, Plaintiff requests JUDGMENT in his favor and against Defendants, jointly and severally, in the amount of \$22,500 plus interest since July 1, 2005, and costs of prosecution.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

CHJ Timber Agreement

5/1/01 BID \$45200.00

7/1/01 - CR#12011	4000
7/1/02 - CR#12565	5200
8/6/03 - CR#13182	2000
9/15/03 - CR#13249	1000
9/15/03 - CR#13294	1000
10/10/03 - CR#13342	1000
11/10/03 - CR#13378	1000
11/10/04 - CR#13421	1000
11/10/04 - CR#13528	1000
11/10/04 - CR#13724	250
12/10/05 - CR#13427	500
14/10/05 - CR#13470	250
11/10/05 - CR#13508	250
12/10/05 - CR#13593	500
12/10/05 - CR#13634	250
12/10/05 - CR#13685	250
12/10/05 - CR#13781	250
9/14/05 - CR#13804	250
11/10/05 - CR#13836	250
11/13/06 - CR#13897	250
11/10/06 - CR#13959	250
11/19/06 - CR#14061	250
12/10/06 - CR#14060	250
12/10/06 - CR#14083	250
11/18/06 - CR#14118	250
11/14/06 - CR#14214	250

Paid
\$22700

Balance \$22500
Due

Exhibit "B"

C.H.J. LUMBER COMPANY

P.O. BOX 187
ALLPORT, PA 16821

OWNERS: LEO COBLE & CARL T. HUBLER

TIMBER AGREEMENT

ENTERED INTO THIS 1st day of May, 2001
BY AND BETWEEN

Eugene Shadock, of

1600 Potter ST., Karthaus Pa. 16845.

Hereinafter called SELLER

A
N
D

LEO COBLE and CARL T. HUBLER, both of Allport, Pennsylvania, operating as C.H.J. Lumber Company, P.O. Box 187, Allport Pennsylvania, 16821, herein called BUYER.

The SELLER does hereby grant, bargain, sell and convey unto the BUYER, for a consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, as well as the payments hereinafter to be made the SELLER, to clearcut trees now on the following described premises located in Karthaus Township,

Clearfield County, Pennsylvania, as follows:

AREA TO BE DESIGNATED BY SELLER:

Approximately 55.789 Acres

Exhibit "A"

UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. The BUYER shall have the right to cut and remove said timber or trees for a period of 5 years from the date of this Agreement, together with the right of renewal for a period of thirty (30) days, together with the right of ingress, egress, and regress, the right to cut and pile said timber and to make such roads and other improvements as in his judgement shall be necessary to successfully cut and remove the same.

2. The SELLER does warrant that he owns or controls the said premises and has the legal right to enter into this agreement and sell the timber thereon.

3. The BUYER does agree that he will not cut and remove any line trees nor destroy and corner markers on said premises and that he will save, indemnify, and keep harmless the SELLER of, and from all and all claims for damages whether to person or property that may result from the operations of the BUYER on the SELLER'S premises, or in conduct of the business in connection therewith.

4. The BUYER does agree to pay the SELLER for all timber removed from said premises as follows:

A. \$4000.00 downpayment due 7/1/2001 - Received CK # 12011 (all)

B. Subsequent payments due:

7/1/02	\$3,200.00 - Received CK # 12565 (all)
7/1/03	\$12,000.00
7/1/04	\$12,000.00
7/1/05	\$12,000.00

Received - See attached sheet.

TOTAL \$45,200.00

5. This Agreement is to be binding and inure to the benefit of the Heirs, Executors, Administrators, Successors and Assigns of the parties hereto.

6. Type of cutting diameter or any restrictions:

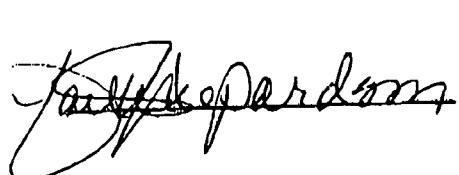
None

7. This agreement may be cancelled by the SELLER at any time if the work performed is not satisfactory or payments not made. IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

BUYER:

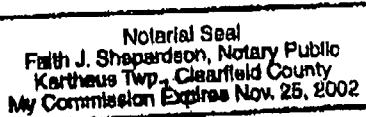
C.H.J. LUMBER COMPANY



BY Lev Cobla (seal)
Authorized Representative
C.H.J. Lumber Company

WITNESS:

SELLER:



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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

)
No. 07- _____ -CD

VERIFICATION

I, Eugene Shadeck, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 28th day of March, 2007.

By,



Eugene Shadeck, Plaintiff

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

No. 07- 495 -CD

v.

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

Type of Pleading:

**PRAECIPE TO REINSTATE
CIVIL COMPLAINT**

Filed By:

Plaintiff

Counsel of Record:

: Theron G. Noble, Esquire
Ferraraccio & Noble
: 301 East Pine Street
: Clearfield, PA 16830
: (814)-375-2221
: PA I.D.#: 55942

FILED
MAY 02 2007 Atty pd.
7.00

3 Compl. Reinstated

William A. Shaw
Prothonotary/Clerk of Courts

to Sheriff

GR

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

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.) No. 07- 495 -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

PRAECIPE TO REINSTATE CIVIL COMPLAINT

To: William A. Shaw, Prothonotary

Date: April 30, 2007

Please reinstate the CIVIL COMPLAINT in the above captioned matter.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v. : No. 07- 495 -CD

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

Type of Pleading:

**PETITION TO ORDER SHERIFF
TO FILE RETURN OF SERVICE**

Filed By:

Plaintiff

Counsel of Record:

: Theron G. Noble, Esquire
Ferraraccio & Noble
: 301 East Pine Street
: Clearfield, PA 16830
: (814)-375-2221
: PA I.D.#: 55942

FILED NOCC
JUL 30 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

EUGENE SHADECK,)
an adult individual;)
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PLAINTIFF,)
) No. 07- 495 -CD
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

**PETITION TO ORDER SHERIFF
TO FILE RETURN OF SERVICE**

AND NOW, comes the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of his PETITION TO ORDER SHERIFF TO FILE RETURN OF SERVICE:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on March 29, 2007.
2. That following reinstatement of the CIVIL COMPLAINT, after a failed attempt at service of process, the CIVIL COMPLAINT was served upon all defendants, upon information and belief, sometime in May.
3. That default notices were issued to each Defendant on June 12, 2007.
4. That no defendant has filed any responsive pleading or in any manner responded to the CIVIL COMPLAINT.

5. That this aforementioned pattern of conduct is in stride with how the defendants have handled their obligations to Plaintiff who sold them timber with installment type payments, most of which have not been made for a period of time.
6. On July 24, 2007, given the defendants repeated failure to file a responsive pleading, Plaintiff precipitated for JUDGMENT BY DEFAULT.
7. That the Prothonotary refused to accept the same as no return of service had been filed by the Sheriff.
8. That the Sheriff's office has informed Plaintiff's counsel that they are only to "mid-April" returns.
9. That the Sheriff of Clearfield County, has no legitimate reason to (i) be behind in his returns of service; (ii) not perform this administrative matters which are his obligation to do; (iii) usurp the rules of civil procedure by in all essence extending the period of time for defendants to respond to matters; or (iv) prejudicing this litigant, or others, by denying them rights which the legislature deemed appropriate.

WHEREFORE, Plaintiff requests that an ORDER be entered directing the Sheriff of Clearfield County to file the RETURN OF SERVICE, as to all defendants, within one (1) day hereof.

Respectfully Submitted,



T. G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY,
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(CIVIL DIVISION)

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

)
No. 07- 495 -CD

FILED
019-3264
AUG 07 2007 Atty
Noble

William A. Shaw
Prothonotary/Clerk of Courts

1CC Sheriff
(without memo)
60

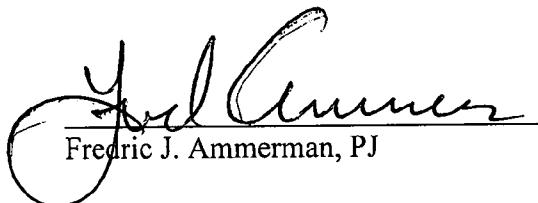
ORDER

AND NOW this 6 day of July, 2007, the Court hereby determines from the record in this case and ORDERS as follows:

1. That Sheriff of Clearfield County has not performed his duties as to filing a RETURN OF SERVICE in this case;¹
2. That no legitimate reason exists for his failure to perform this ministerial type duty.
3. That the Plaintiff has been prejudiced by the aforementioned Sheriff of Clearfield County and his failure to properly administer to said office.

Based on the foregoing, the Court hereby ORDERS the Sheriff of Clearfield County to file the returns of service as to all defendants in this case within 5 day(s) hereof.

By The Court,


Fredric J. Ammerman, PJ

¹ The Court also notes that this failure is not isolated to this case but appears to be systematic.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # **102630**

EUGENE SHADECK, An adult individual

Case # **07-495-CD**

vs.

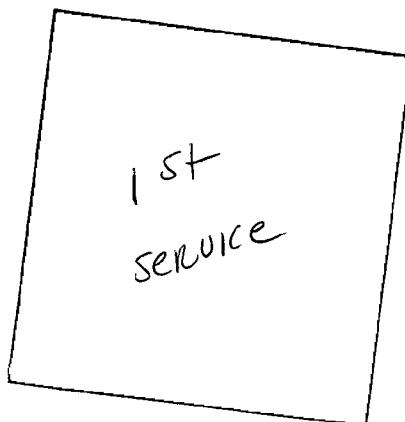
LEO COBLE, JR., an adult individual, CARL T. HUBLER, an adult individual
and

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 07, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO LEO COBLE JR., AN ADULT INDIVIDUAL, DEFENDANT. P.O. BOX 187, ALLPORT, PA. "NO SUCH ADDRESS".

SERVED BY: /



FILED
07-07-07
AUG 07 2007

William A. Shay
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 3 Services

Sheriff Docket # **102630**

EUGENE SHADECK, An adult individual

Case # **07-495-CD**

vs.

LEO COBLE, JR., an adult individual, CARL T. HUBLER, an adult individual
and

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 07, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CARL T. HUBLER, AN ADULT INDIVIDUAL, DEFENDANT. P.O. BOX 187, ALLPORT, PA. "NO SUCH ADDRESS".

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **102630**

EUGENE SHADECK, An adult individual

Case # **07-495-CD**

vs.

LEO COBLE, JR., an adult individual, CARL T. HUBLER, an adult individual
and

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 07, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO C.H.J. LUMBER COMPANY, A PENNSYLVANIA PARTNERSHIP, DEFENDANT. P.O. BOX 187, ALLPORT, PA. "NO SUCH ADDRESS".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102630
NO: 07-495-CD
SERVICES 3
COMPLAINT

PLAINTIFF: EUGENE SHADECK, An adult individual

vs.

DEFENDANT: LEO COBLE, JR., an adult individual, CARL T. HUBLER, an adult individual and
C.H.J. LUMBER COMPANY, A Pennsylvania Partnership

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NOBLE	2722	30.00
SHERIFF HAWKINS	NOBLE	2722	24.39

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
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EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

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CARL T. HUBLER, an adult individual, and
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a Pennsylvania Partnership,

DEFENDANTS.

No. 07-495-CD

Type of Pleading:

CIVIL COMPLAINT

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 29 2007

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

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

EUGENE SHADECK,)
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DEFENDANTS.)
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v.
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a Pennsylvania Partnership,
DEFENDANTS.

)
No. 07- 425 -CD

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The Parties

1. That Plaintiff is Eugene Shadeck, an adult individual who does, and at all relevant and material times did reside in Clearfield County, Pennsylvania, at the address of 10 Potter Street, Karthaus, PA 16845.
2. That first defendant is Carl T. Hubler, hereinafter "Hubler", who upon information and belief, does currently reside at and at all relevant and material times did reside in Allport, Clearfield County, Pennsylvania with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.
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County Pennsylvania, with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.

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9. That defendants have received the full benefit of their bargain, i.e. Mr. Shadeck's

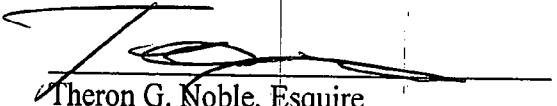
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Miscellaneous Averments

10. That venue is proper.
11. That jurisdiction is proper.
12. That defendants' liability is joint and several.

WHEREFORE, Plaintiff requests JUDGMENT in his favor and against Defendants, jointly and severally, in the amount of \$22,500 plus interest since July 1, 2005, and costs of prosecution.

Respectfully Submitted,



✓Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

CHT Timber Agreement

5/1/01 BID \$45200.00

7/1/01 - CK# 12011	4000
7/1/02 - CK# 12565	5200
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16/10/04 - CK# 13421	1000
18/10/04 - CK# 13528	1000
10/04 - CK# 13724	250
18/05 - CK# 13427	500
14/05 - CK# 13420	250
11/05 - CK# 13508	250
12/10/05 - CK# 13593	500
12/10/05 - CK# 13634	250
12/10/05 - CK# 13685	250
1/23/06 - CK# 13781	250
9/14/05 - CK# 13804	250
1/10/06 - CK# 13836	250
1/13/06 - CK# 13897	250
1/10/06 - CK# 13959	250
1/10/06 - CK# 14001	250
1/2/06 - CK# 14060	250
1/2/06 - CK# 14083	250
1/18/06 - CK# 14118	250
1/14/06 - CK# 14214	250

PAID
\$227.00

BALANCE \$225.00
DUE

Exhibit "B"

C.H.J. LUMBER COMPANY

P.O. BOX 187
ALLPORT, PA 16821

OWNERS: LEO COBLE & CARL T. HUBLER

TIMBER AGREEMENT

ENTERED INTO THIS 1st day of May, 2001
BY AND BETWEEN

Eugene Shadock, of
1600 Potter ST., Karthaus Pa. 16845.
Hereinafter called SELLER

A
N
D

LEO COBLE and CARL T. HUBLER, both of Allport, Pennsylvania, operating as C.H.J.
Lumber Company, P.O. Box 187, Allport Pennsylvania, 16821, herein called BUYER.

The SELLER does hereby grant, bargain, sell and convey unto the BUYER, for a
consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby
acknowledged, as well as the payments hereinafter to be made the SELLER, to clearcut
trees now on the following described premises located in Karthaus Township,
Clearfield County, Pennsylvania, as follows:

AREA TO BE DESIGNATED BY SELLER:

Approximately 55.789 Acres

Exhibit "A"

UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. The **BUYER** shall have the right to cut and remove said timber or trees for a period of 5 years from the date of this Agreement, together with the right of renewal for a period of thirty (30) days, together with the right of ingress, egress, and regress, the right to cut and pile said timber and to make such roads and other improvements as in his judgement shall be necessary to successfully cut and remove the same.

2. The **SELLER** does warrant that he owns or controls the said premises and has the legal right to enter into this agreement and sell the timber thereon.

3. The **BUYER** does agree that he will not cut and remove any line trees nor destroy and corner markers on said premises and that he will save, indemnify, and keep harmless the **SELLER** of, and from all and all claims for damages whether to person or property that may result from the operations of the **BUYER** on the **SELLER'S** premises, or in conduct of the business in connection therewith.

4. The **BUYER** does agree to pay the **SELLER** for all timber removed from said premises as follows:

A. \$4000.00 downpayment due 7/1/2001 - Received CK # 12011 (all)

B. Subsequent payments due:

7/1/02	\$5,200.00
7/1/03	\$12,000.00
7/1/04	\$12,000.00
7/1/05	\$12,000.00

TOTAL \$45,200.00

Received CK # 12565 (all)
Received - See attached sheet.

5. This Agreement is to be binding and inure to the benefit of the Heirs, Executors, Administrators, Successors and Assigns of the parties hereto.

6. Type of cutting diameter or any restrictions:

None

7. This agreement may be cancelled by the SELLER at any time if the work performed is not satisfactory or payments not made. IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

BUYER:

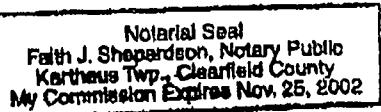
C.H.J. LUMBER COMPANY



BY Leo Coble (seal)
Authorized Representative
C.H.J. Lumber Company

WITNESS:

SELLER:



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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

) No. 07-_____ -CD

VERIFICATION

I, Eugene Shadeck, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 28th day of March 2007.

By,



Eugene Shadeck, Plaintiff

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, Jr., , an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

: No. 07- 495 -CD

: Type of Pleading:

: **CIVIL COMPLAINT**

: Filed By:

: **Plaintiff**

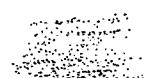
: Counsel of Record:

: Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 29 2007

Attest.



William L. Chay
Prothonotary/
Clerk of Courts

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
)
)
v.)
)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)
)
No. 07- 495 -CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

No. 07- 495 -CD

CIVIL COMPLAINT

NOW COMES the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:

The Parties

1. That Plaintiff is Eugene Shadeck, an adult individual who does, and at all relevant and material times did reside in Clearfield County, Pennsylvania, at the address of 10 Potter Street, Karthaus, PA 16845.
2. That first defendant is Carl T. Hubler, hereinafter "Hubler", who upon information and belief, does currently reside at and at all relevant and material times did reside in Allport, Clearfield County, Pennsylvania with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.
3. That second defendant is Leo Coble, Jr., hereinafter "Coble", who upon information and belief does currently reside and at all material times did reside in Allport, Clearfield

County Pennsylvania, with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.

4. That third defendant is C.H.J. Lumber Company, upon information and belief, a Pennsylvania partnership, having as at least two partners, the aforementioned defendants "Hubler" and "Coble", and with business located at Allport, Clearfield County, Pennsylvania and with mailing address of PO. Box 187, Allport, PA 16821.

Background

5. That on or about May 1, 2001, Mr. Shadec entered into a contract with Defendants Hubler and C.H.J. Lumber, and Coble's predecessor in interest, Leo Coble, Sr., now deceased, for the purpose of selling timber located on a certain premises, in Karthaus, Clearfield County, Pennsylvania. A True and correct copy of such contract is attached hereto as Exhibit "A".

6. Pursuant to such contract, defendants cut and removed the timber located on Mr. Shadec's premises and were to pay him certain sums of money, through July 1, 2005, totaling \$45,200.

7. That defendants did receive the timber which was sold to them but have only paid Mr. Shadec the total sum of \$22,700, leaving a balance owed to him on the principal sum of \$22,500. Attached hereto is a true and correct copy of the Mr. Shadec's ledger showing the amounts received and dates of such payments.

Count I: Breach of Contract

8. That the averments of paragraphs 1 - 6 inclusive are hereby incorporated as if again fully set forth at length.

9. That defendants have received the full benefit of their bargain, i.e. Mr. Shadec's

timber, but have failed to pay him as required despite his demands that they do so.

Miscellaneous Averments

10. That venue is proper.
11. That jurisdiction is proper.
12. That defendants' liability is joint and several.

WHEREFORE, Plaintiff requests JUDGMENT in his favor and against Defendants, jointly and severally, in the amount of \$22,500 plus interest since July 1, 2005, and costs of prosecution.

Respectfully Submitted,



THERON G. NOBLE, ESQUIRE
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

CHT Timber Agreement

5/1/01 BID — \$45200.00

7/1/01 - CK# 12011	4000
7/1/02 - CK# 12565	5200
8/6/03 - CK# 13182	2000
7/15/03 - CK# 13249	1000
7/15/03 - CK# 13284	1000
20/03 - CK# 13342	1000
1/2/03 - CK# 13378	1000
1/6/04 - CK# 13421	1000
1/8/04 - CK# 13528	1000
1/8/04 - CK# 13724	250
1/8/05 - CK# 13427	500
1/8/05 - CK# 13470	250
1/8/05 - CK# 13508	250
1/22/05 - CK# 13593	500
1/22/05 - CK# 13634	250
1/24/05 - CK# 13645	250
1/23/05 - CK# 13781	250
1/14/05 - CK# 13804	250
1/11/05 - CK# 13836	250
1/13/05 - CK# 13897	250
1/10/05 - CK# 13959	250
1/19/05 - CK# 14001	250
1/26/05 - CK# 14060	250
1/27/05 - CK# 14083	250
1/18/06 - CK# 14118	250
1/14/06 - CK# 14214	250

PAID
\$22700

BALANCE \$22500
DUE

Exhibit "B"

C.H.J. LUMBER COMPANY

P.O. BOX 187
ALLPORT, PA 16821

OWNERS: LEO COBLE & CARL T. HUBLER

TIMBER AGREEMENT

ENTERED INTO THIS 1st day of May, 2001
BY AND BETWEEN

Eugene Shadeck, of
1600 Potter ST., Karthaus Pa. 16845.
Hereinafter called SELLER

A
N
D

LEO COBLE and CARL T. HUBLER, both of Allport, Pennsylvania, operating as C.H.J.
Lumber Company, P.O. Box 187, Allport Pennsylvania, 16821, herein called BUYER.

The SELLER does hereby grant, bargain, sell and convey unto the BUYER, for a
consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby
acknowledged, as well as the payments hereinafter to be made the SELLER, to clearcut
trees now on the following described premises located in Karthaus Township,

Clearfield County, Pennsylvania, as follows:

AREA TO BE DESIGNATED BY SELLER:

Approximately 55.789 Acres

Exhibit "A"

UNDER THE FOLLOWING TERMS AND CONDITIONS:

1, The BUYER shall have the right to cut and remove said timber or trees for a period of 5 years from the date of this Agreement, together with the right of renewal for a period of thirty (30) days, together with the right of ingress, egress, and regress, the right to cut and pile said timber and to make such roads and other improvements as in his judgement shall be necessary to successfully cut and remove the same.

2, The SELLER does warrant that he owns or controls the said premises and has the legal right to enter into this agreement and sell the timber thereon.

3. The BUYER does agree that he will not cut and remove any line trees nor destroy and corner markers on said premises and that he will save, indemnify, and keep harmless the SELLER of, and from all and all claims for damages whether to person or property that may result from the operations of the BUYER on the SELLER'S premises, or in conduct of the business in connection therewith.

4. The BUYER does agree to pay the SELLER for all timber removed from said premises as follows:

A. \$4000.00 downpayment due 7/1/2001 - Received ck # 12011 (all)

B. Subsequent payments due:

7/1/02	\$3,200.00 - Received
7/1/03	\$12,000.00
7/1/04	\$12,000.00 - Received - See attached sheet.
7/1/05	\$12,000.00

TOTAL **\$45,200.00**

5. This Agreement is to be binding and inure to the benefit of the Heirs, Executors, Administrators, Successors and Assigns of the parties hereto.

6. Type of cutting diameter or any restrictions:

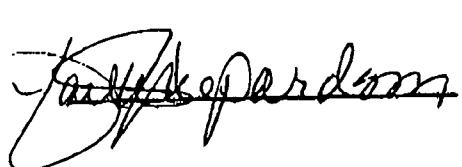
None

7. This agreement may be cancelled by the SELLER at any time if the work performed is not satisfactory or payments not made. IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

BUYER:

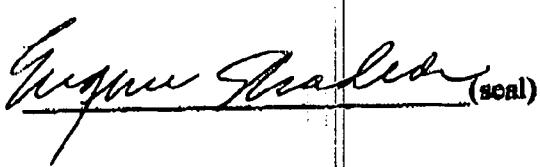
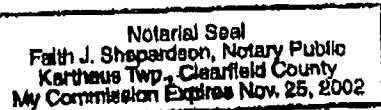
C.H.J. LUMBER COMPANY



BY Leo Coble (seal)
Authorized Representative
C.H.J. Lumber Company

WITNESS:

SELLER:


Eugene Strader (seal)

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

)
No. 07- _____ -CD

VERIFICATION

I, Eugene Shadeck, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 28th day of March, 2007.

By,



Eugene Shadeck, Plaintiff

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

: No. 07- 495 -CD

v.

LEO COBLE, Jr., , an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

: Type of Pleading:

: CIVIL COMPLAINT

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire
Ferraraccio & Noble
: 301 East Pine Street
: Clearfield, PA 16830
: (814)-375-2221
: PA I.D.#: 55942

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 29 2007

Attest,

William L. Brown
Prothonotary/
Clerk of Courts

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)) No. 07- 495 -CD
)
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

NOTICE TO DEFEND

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Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

)
EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
)
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)
)
No. 07- 495 -CD

CIVIL COMPLAINT

NOW COMES the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:

The Parties

1. That Plaintiff is Eugene Shadeck, an adult individual who does, and at all relevant and material times did reside in Clearfield County, Pennsylvania, at the address of 10 Potter Street, Karthaus, PA 16845.
2. That first defendant is Carl T. Hubler, hereinafter "Hubler", who upon information and belief, does currently reside at and at all relevant and material times did reside in Allport, Clearfield County, Pennsylvania with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.
3. That second defendant is Leo Coble, Jr., hereinafter "Coble", who upon information and belief does currently reside and at all material times did reside in Allport, Clearfield

County Pennsylvania, with a principal place of business located thereat and with a mailing address of P.O. Box 187, Allport, PA 16821.

4. That third defendant is C.H.J. Lumber Company, upon information and belief, a Pennsylvania partnership, having as at least two partners, the aforementioned defendants "Hubler" and "Coble", and with business located at Allport, Clearfield County, Pennsylvania and with mailing address of PO. Box 187, Allport, PA 16821.

Background

5. That on or about May 1, 2001, Mr. Shadeck entered into a contract with Defendants Hubler and C.H.J. Lumber, and Coble's predecessor in interest, Leo Coble, Sr., now deceased, for the purpose of selling timber located on a certain premises, in Karthaus, Clearfield County, Pennsylvania. A True and correct copy of such contract is attached hereto as Exhibit "A".

6. Pursuant to such contract, defendants cut and removed the timber located on Mr. Shadeck's premises and were to pay him certain sums of money, through July 1, 2005, totaling \$45,200.

7. That defendants did receive the timber which was sold to them but have only paid Mr. Shadeck the total sum of \$22,700, leaving a balance owed to him on the principal sum of \$22,500. Attached hereto is a true and correct copy of the Mr. Shadeck's ledger showing the amounts received and dates of such payments.

Count I: Breach of Contract

8. That the averments of paragraphs 1 - 6 inclusive are hereby incorporated as if again fully set forth at length.

9. That defendants have received the full benefit of their bargain, i.e. Mr. Shadeck's

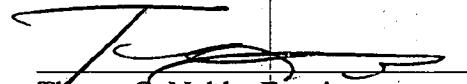
timber, but have failed to pay him as required despite his demands that they do so.

Miscellaneous Averments

10. That venue is proper.
11. That jurisdiction is proper.
12. That defendants' liability is joint and several.

WHEREFORE, Plaintiff requests JUDGMENT in his favor and against Defendants, jointly and severally, in the amount of \$22,500 plus interest since July 1, 2005, and costs of prosecution.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

CHT Timber Agreement

5/1/01 BID \$45200.00

7/1/01 - CLK#12011	4000
7/1/02 - CLK#12565	5200
8/6/03 - CLK#13182	2000
11/15/03 - CLK#13249	1000
9/15/03 - CLK#13294	1000
10/10/03 - CLK#13342	1000
11/10/03 - CLK#13378	1000
11/10/04 - CLK#13421	1000
11/10/04 - CLK#13528	1000
11/10/04 - CLK#13724	250
11/10/05 - CLK#13427	500
11/10/05 - CLK#13470	250
11/10/05 - CLK#13508	250
12/10/05 - CLK#13593	500
12/10/05 - CLK#13634	250
12/10/05 - CLK#13685	250
12/10/05 - CLK#13781	250
12/10/05 - CLK#13804	250
1/11/06 - CLK#13836	250
1/13/06 - CLK#13897	250
1/10/06 - CLK#13959	250
1/18/06 - CLK#14001	250
1/20/06 - CLK#14060	250
1/20/06 - CLK#14083	250
1/18/06 - CLK#14118	250
1/14/06 - CLK#14214	250

Paid \$227.00

Balance \$225.00
Due

Exhibit "B"

C.H.J. LUMBER COMPANY

P.O. BOX 187
ALLPORT, PA 16821

OWNERS: LEO COBLE & CARL T. HUBLER

TIMBER AGREEMENT

ENTERED INTO THIS 1st day of May, 2001
BY AND BETWEEN

Eugene Shadock, of
1600 Potter ST., Karthaus Pa. 16845.
Hereinafter called SELLER

A
N
D

LEO COBLE and CARL T. HUBLER, both of Allport, Pennsylvania, operating as C.H.J.
Lumber Company, P.O. Box 187, Allport Pennsylvania, 16821, herein called BUYER.

The SELLER does hereby grant, bargain, sell and convey unto the BUYER, for a
consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby
acknowledged, as well as the payments hereinafter to be made the SELLER, to clearcut
trees now on the following described premises located in Karthaus Township,
Clearfield County, Pennsylvania, as follows:

AREA TO BE DESIGNATED BY SELLER:

Approximately 55.789 Acres

Exhibit "A"

UNDER THE FOLLOWING TERMS AND CONDITIONS:

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2, The SELLER does warrant that he owns or controls the said premises and has the legal right to enter into this agreement and sell the timber thereon.

3. The BUYER does agree that he will not cut and remove any line trees nor destroy and corner markers on said premises and that he will save, indemnify, and keep harmless the SELLER of, and from all and all claims for damages whether to person or property that may result from the operations of the BUYER on the SELLER'S premises, or in conduct of the business in connection therewith.

4. The BUYER does agree to pay the SELLER for all timber removed from said premises as follows:

A. \$4000.00 downpayment due 7/1/2001 - Received CK # 12011 (all)

B. Subsequent payments due:

7/1/02	\$5,200.00 - Received CK # 12565 (all)
7/1/03	\$12,000.00
7/1/04	\$12,000.00
7/1/05	\$12,000.00

Received - See attached sheet.

TOTAL \$45,200.00

5. This Agreement is to be binding and inure to the benefit of the Heirs, Executors, Administrators, Successors and Assigns of the parties hereto.

6. Type of cutting diameter or any restrictions:

None

7. This agreement may be cancelled by the SELLER at any time if the work performed is not satisfactory or payments not made. IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

BUYER:

C.H.J. LUMBER COMPANY



BY Lev Cobla (seal)

Authorized Representative
C.H.J. Lumber Company

WITNESS:

SELLER:



Eugene Steele (seal)

Notarial Seal
Faith J. Sheppardson, Notary Public
Kartaus Township, Clearfield County
My Commission Expires Nov. 25, 2002

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

No. 07-_____ -CD

VERIFICATION

I, Eugene Shadec, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 28th day of March, 2007.

By,



Eugene Shadec, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102754
NO: 07-495-CD
SERVICE # 1 OF 3
COMPLAINT

PLAINTIFF: EUGENE SHADECK, an adult indiv.

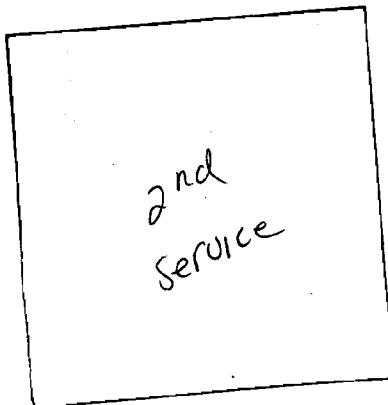
VS.

DEFENDANT: LEO COBLE JR. an adult indiv., CARL T. HUBLER, an adult indiv. and C.H.J. LUMBER COMPANY
A pennsylvania corp.

SHERIFF RETURN

NOW, May 10, 2007 AT 10:02 AM SERVED THE WITHIN COMPLAINT ON LEO COBLE JR. an adult indiv.
DEFENDANT AT 1093 SAWMILL ROAD, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
CLARK HUBLER, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN



FILED
07/07/07
AUG 07 2007
WAS
Clerk

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102754
NO: 07-495-CD
SERVICE # 2 OF 3
COMPLAINT

PLAINTIFF: EUGENE SHADECK, an adult indiv.

VS.

DEFENDANT: LEO COBLE JR. an adult indiv., CARL T. HUBLER, an adult indiv. and C.H.J. LUMBER COMPANY
A pennsylvania corp.

SHERIFF RETURN

NOW, May 10, 2007 AT 10:02 AM SERVED THE WITHIN COMPLAINT ON CARL T. HUBLER, an adult indiv.
DEFENDANT AT 1093 SAWMILL ROAD, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
CLARK HUBLER, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102754
NO: 07-495-CD
SERVICE # 3 OF 3
COMPLAINT

PLAINTIFF: EUGENE SHADECK, an adult indiv.

vs.

DEFENDANT: LEO COBLE JR. an adult indiv., CARL T. HUBLER, an adult indiv. and C.H.J. LUMBER COMPANY
A pennsylvania corp.

SHERIFF RETURN

NOW, May 10, 2007 AT 10:02 AM SERVED THE WITHIN COMPLAINT ON C.H.J. LUMBER COMPANY, A
Pennsylvania Parternship DEFENDANT AT 1093 SAWMILL ROAD, KARTHAUS, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO CLARK HUBLER, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102754
NO: 07-495-CD
SERVICES 3
COMPLAINT

PLAINTIFF: EUGENE SHADECK, an adult indiv.

vs.

DEFENDANT: LEO COBLE JR. an adult indiv., CARL T. HUBLER, an adult indiv. and C.H.J. LUMBER COMPANY
A pennsylvania corp.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NOBLE	2759	30.00
SHERIFF HAWKINS	NOBLE	2759	43.70

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


by 
Chester A. Hawkins
Sheriff

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
) No. 07- 495 -CD
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

PRAECIPE TO ENTER JUDGMENT BY DEFAULT

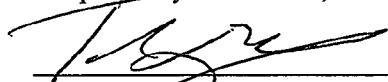
To: William A. Shaw, Prothonotary

Date: August 9, 2007

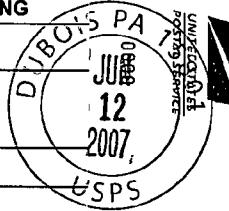
Please enter JUDGMENT, in favor of Plaintiff and against all Defendants, in the amount of \$25,200, plus interest and costs. I hereby certify that a NOTICE OF DEFAULT, a true and correct copy of which is attached hereto as Exhibit "A", was sent to the defendants, more than ten (10) days ago and no responsive pleading has been sent as of this date. Attached hereto as Exhibit "B" are the US Mail Certificate of Mailings evidencing the same.

6K
FILED Atty Noble
M 11:37 AM PD 20.00
AUG 10 2007
Notice to
William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty

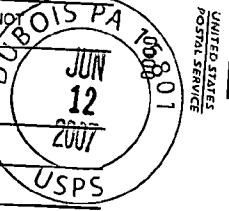
Respectfully Submitted,



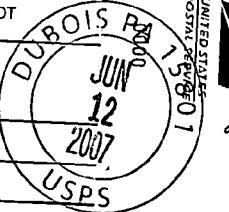
Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		THERON G. NOBLE, Esq. Ferraraccio & Noble 301 East Pine St. Clearfield, PA 16830 (814) 375-2221	
		 U.S. POSTAGE DUBOIS, PA 15801 JUN 12 2007 AMOUNT 00058654-06 USPS	
One piece of ordinary mail addressed to: Leo Cable, Jr. 90 C. H. J. Lumber Company P. O. Box 187 Alport, PA 16821			

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		THERON G. NOBLE, Esq. Ferraraccio & Noble 301 East Pine St. Clearfield, PA 16830 (814) 375-2221	
		 U.S. POSTAGE DUBOIS, PA 15801 JUN 12 2007 AMOUNT 00058654-06 USPS	
One piece of ordinary mail addressed to: C. H. J. Lumber Company P. O. Box 187 Alport, PA 16821			

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		THERON G. NOBLE, Esq. Ferraraccio & Noble 301 East Pine St. Clearfield, PA 16830 (814) 375-2221	
		 U.S. POSTAGE DUBOIS, PA 15801 JUN 12 2007 AMOUNT 00058654-06 USPS	
One piece of ordinary mail addressed to: Carl T. Hublen 90 C. H. J. Lumber Company P. O. Box 187 Alport, PA 16821			

PS Form 3817, January 2001

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

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No. 07- 495 -CD

COPY

To: Defendant Leo Coble, Jr.
c/o C.H. J. Lumber Company
P.O. Box 187
Allport, PA 16821

— Exhibit "B1" —

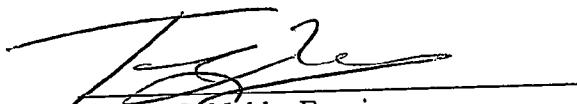
Date: June 12, 2007

IMPORTANT NOTICE

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 AS TO PLAINTIFF'S CIVIL COMPLAINT. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)) No. 07- 495 -CD
)
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

COPY

To: Defendant Carl T. Hubler
c/o C.H. J. Lumber Company
P.O. Box 187
Allport, PA 16821

— Exhibit "B2" —

Date: June 12, 2007

IMPORTANT NOTICE

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 AS TO PLAINTIFF'S CIVIL COMPLAINT. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

EUGENE SHADECK,
an adult individual;

)
)
)

PLAINTIFF,

)
)
No. 07- 495 -CD

v.

)
)
)

LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

)
)
)
)

DEFENDANTS.

)

COPY

To: C.H. J. Lumber Company
P.O. Box 187
Allport, PA 16821

Exhibit "B3"

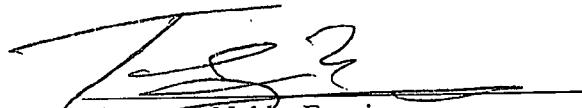
Date: June 12, 2007

IMPORTANT NOTICE

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 AS TO PLAINTIFF'S CIVIL COMPLAINT. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Eugene Shadeck

Vs.

No. 2007-00495-CD

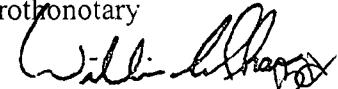
Leo Coble Jr., Carl T. Hubler,
C.H.J. Lumber Company

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$25,200.00 on August 10, 2007.

William A. Shaw

Prothonotary



William A. Shaw

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

COPY

Eugene Shadock
Plaintiff(s)

No.: 2007-00495-CD

Real Debt: \$25,200.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Leo Coble Jr.
Carl T. Hubler
C.H.J. Lumber Company
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 10, 2007

Expires: August 10, 2012

Certified from the record this 10th day of August, 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

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

No. 07- 495 -CD

v.

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

Type of Pleading:

NOTICE OF SERVICE

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED *no cc*
3/14/04
OCT 04 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.) No. 07- 495 -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

CERTIFICATE OF SERVICE

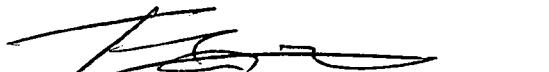
To: William A. Shaw, Prothonotary

Date: October 3, 2007

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, aver that I have on the above written date, served, by United States Mail, first class, postage prepaid, Plaintiff's FIRST SET OF DISCOVERY MATERIALS IN AID OF EXECUTION, by sending to all defendants, at the below address, an original and two (2) copies of the same, as follows:

C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Leo Coble, Jr. c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Carl T. Hubler c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821
--	--	--

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

No. 07- 495 -CD

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

Type of Pleading:

MOTION TO COMPEL

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED NO CC
11/14/2007 NOV 14 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

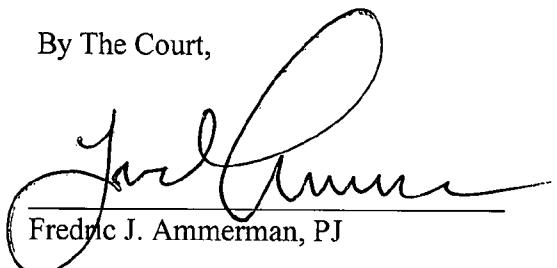
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA
(CIVIL DIVISION)

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.) No. 07- 495 -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

ORDER

AND NOW this 15 day of November, 2007, the Court hereby GRANTS Plaintiff's MOTION TO COMPEL and ORDERS that each defendant shall fully respond to Plaintiff's **DISCOVERY REQUESTS IN AID OF EXECUTION**, consisting of Interrogatories and Requests for Production of Documents, within twenty (20) days hereof.

By The Court,



Fredric J. Ammerman, PJ

FILED ^{acc}
03:25 PM NOV 15 2007 Atty Noble
(60)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/15/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

NOV 15 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.) No. 07- 495 -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

PLAINTIFF'S MOTION TO COMPEL

AND NOW, comes the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of his MOTION TO COMPEL:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on March 29, 2007.
2. That following reinstatement of the CIVIL COMPLAINT, after a failed attempt at service of process, the CIVIL COMPLAINT was served upon all defendants, upon information and belief, sometime in May.
3. That default notices were issued to each Defendant on June 12, 2007.
4. That no defendant filed any responsive pleading or in any manner responded to the CIVIL COMPLAINT.
5. That following an ORDER to compel the Sheriff of Clearfield County to file his

RETURNS OF SERVICE, default judgment was promptly entered by the Plaintiff and against each defendant on August 10, 2007.

6. That again no defendant filed any petition to open or otherwise contest the judgment entered against each defendant.
7. On October 3, 2007, Plaintiff did propound on each defendant his DISCOVERY REQUESTS IN AID OF EXECUTION, with due and proper notice of service of record, consisting of interrogatories and requests for production of documents.
8. In keeping with their pattern of conduct, no defendant has in any manner responded to the same as if the materials were sent to outer space.
9. That no materials have been returned by the United States Postal Service leading Plaintiff to absolutely believe the defendants are simply not responding rather than not receiving these materials and upon information and belief are still actively engaged in business.

WHEREFORE, Plaintiff requests that an ORDER be entered directing each defendant to fully respond to Plaintiff's DISCOVERY REQUESTS IN AID OF EXECUTION.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
)
v.) No. 07- 495 -CD
)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

CERTIFICATE OF SERVICE

To: William A. Shaw, Prothonotary

Date: November 13, 2007

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, aver that I have on the above written date, served, **by United States Mail, first class, postage prepaid, Plaintiff's MOTION TO COMPEL** concerning his FIRST SET OF DISCOVERY MATERIALS IN AID OF EXECUTION, by sending to all defendants, at the below address, a true and correct copy of the same, as follows:

C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Leo Coble, Jr. c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Carl T. Hubler c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821
--	--	--

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED
[Handwritten Signature]

NOV 21 2007
[Handwritten Signature]

William A. Shaw
Prothonotary/Clerk of Courts
[Handwritten Signature]

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

: No. 07- 495 -CD

: Type of Pleading:

: **NOTICE OF SERVICE**

: Filed By:

: **Plaintiff**

: Counsel of Record:

: Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
)
v.) No. 07- 495 -CD
)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)

CERTIFICATE OF SERVICE

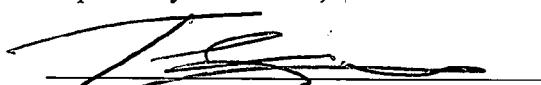
To: William A. Shaw, Prothonotary

Date: November 20, 2007

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, aver that I have on the above written date, served, by **United States Mail, first class, postage prepaid, the ORDER issued upon Plaintiff's MOTION TO COMPEL** concerning his FIRST SET OF DISCOVERY MATERIALS IN AID OF EXECUTION, by sending to all defendants, at the below address, a true and correct copy of the same, as follows:

C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Leo Coble, Jr. c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Carl T. Hubler c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821
--	--	--

Respectfully Submitted,


Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED *WA*
DEC 14 2007
11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
w.o/c/c

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

No. 07- 495 -CD

Type of Pleading:

**MOTION FOR CONTEMPT
AND SANCTIONS**

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

EUGENE SHADECK,
an adult individual;
PLAINTIFF,
v.
LEO COBLE, JR., an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,
DEFENDANTS.

No. 07- 495 -CD

FILED
01/20/08
DEC 19 2007
William A. Shaw
Prothonotary/Clerk of Courts
1CC Atty. Noble
(GK)

RULE TO SHOW CAUSE

Now, this 19th day of December, 2007, upon consideration of the attached MOTION FOR CONTEMPT, a RULE is hereby issued upon the Defendant to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the _____ day of _____, 2007, and hearing will be held on the 9th day of January, 2008, commencing at 2 : 00, P.M., Courtroom No.1, Clearfield County Courthouse.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court

Judge...

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

EUGENE SHADECK,)
an adult individual;)
PLAINTIFF,)
v.) No. 07- 495 -CD
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
DEFENDANTS.)

MOTION FOR CONTEMPT AND SANCTIONS

AND NOW, comes the Plaintiff, Eugene Shadeck, by and through his counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in Support of Plaintiff MOTION FOR CONTEMPT AND SANCTIONS:

1. This matter was commenced by the filing of CIVIL COMPLAINT concerning money owed to the Plaintiff by the Defendants.
2. That after obtaining a proper default judgment, Plaintiff propounded on the Defendants discovery materials in aid of execution.
3. That after the Defendants failed to again respond, Plaintiff filed and obtained an ORDER, issued November 15th and served upon the Defendants on November 20th, compelling responses to the discovery requests, which were due within twenty (20) days of the date of the ORDER..
4. That to date no defendant has filed any responses to the discovery requests.

WHEREFORE, Plaintiff respectfully requests that each Defendant Executor be held in CONTEMPT of this Honorable Court's ORDER of November 15th, and be sanctioned to include as follows:

- 1) Immediately provide responses to the discovery responses, or in the alternative, be incarcerated until such information is forthcoming;**
- 2) Be fined in an amount to be determined by the Court so as to punish them for their contempt and to assure their and others compliance with this Court's lawful orders in the future;**
- 3) Pay Petitioner's reasonable attorney's fees and costs in the preparation, presentation and litigation of this MOTION; and**
- 5) Any other relief deemed appropriate by the Court under the circumstances.**

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. #: 55942

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

EUGENE SHADECK,)
an adult individual;)
)
PLAINTIFF,)
)
v.)
)
LEO COBLE, JR., an adult individual,)
CARL T. HUBLER, an adult individual, and)
C.H.J. LUMBER COMPANY,)
a Pennsylvania Partnership,)
)
DEFENDANTS.)
)
No. 07- 495 -CD

CERTIFICATE OF SERVICE

To: William A. Shaw, Prothonotary

Date: December 12, 2007

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, aver that I have on the above written date, served, by **United States Mail, first class, postage prepaid, Plaintiff's MOTION FOR CONTEMPT AND SANCTIONS**, by sending to all defendants, at the below address, a true and correct copy of the same, as follows:

C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Leo Coble, Jr. c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821	Mr. Carl T. Hubler c/o C.H.J. Lumber Company P.O. Box 187 Allport, PA 16821
--	--	--

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

EUGENE SHADECK,
an adult individual;

PLAINTIFF,

v.

LEO COBLE, an adult individual,
CARL T. HUBLER, an adult individual, and
C.H.J. LUMBER COMPANY,
a Pennsylvania Partnership,

DEFENDANTS.

No. 07- 495 -CD

FILED NO CC
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DEC 24 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

NOTICE OF SERVICE

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

EUGENE SHADECK,)
an adult individual;)
)
 PLAINTIFF,)) No. 07- 495 -CD
)
 v.)
)
 LEO COBLE, JR., an adult individual,)
 CARL T. HUBLER, an adult individual, and)
 C.H.J. LUMBER COMPANY,)
 a Pennsylvania Partnership,)
)
 DEFENDANTS.)

CERTIFICATE OF SERVICE

To: William A. Shaw, Prothonotary

Date: December 21, 2007

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, aver that I have on the above written date, served, **by United States Mail, first class, postage prepaid, the RULE TO SHOW CAUSE granted upon Plaintiff's MOTION FOR CONTEMPT AND SANCTIONS**, by sending to all defendants, at the below address, a true and correct copy of the same, as follows:

C.H.J. Lumber Company
P.O. Box 187
Allport, PA 16821

Mr. Leo Coble, Jr.
c/o C.H.J. Lumber Company
P.O. Box 187
Allport, PA 16821

Mr. Carl T. Hubler
c/o C.H.J. Lumber Company
P.O. Box 187
Allport, PA 16821

Respectfully Submitted,


Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EUGENE SHADECK, and adult individual :

-vs- : No. 07-495-CD

LEO COBLE, JR., and adult individual, CARL T. HUBLER, an adult individual, and C.H.J. LUMBER COMPANY, a Pennsylvania Partnership :

FILED *cc Atty
01/08/08
JAN 14 2008
cc Dels*
Noble

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 187
Altoona, PA

*16821
GR*

O R D E R

AND NOW, this 9th day of January, 2008, this being the date set for hearing on the Motion for Contempt and Sanctions filed on behalf of the Plaintiff, with the Court noting that counsel for the Plaintiff has appeared and that Leo Coble/Defendant as well as Clark J. Hubler have appeared. The Court noting that Carl T. Hubler is the son of Clark J. Hubler and that Carl T. Hubler is no longer involved with the timber business in question. Upon agreement of the parties, it is the ORDER of this Court as follows:

1. Defendants owe the judgment amount of Twenty-Five Thousand Two Hundred (\$25,200.00) Dollars, plus legal fees in the amount of Five Hundred Twenty-Five (\$525.00) Dollars to the Plaintiff, for a total of Twenty-Five Thousand Seven Hundred Twenty-Five (\$25,725.00) Dollars. The Defendants have agreed to make payment on the

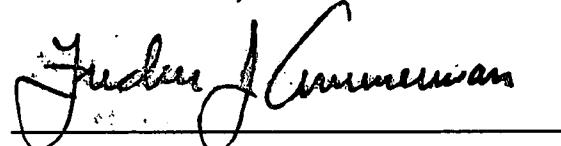
same pursuant to Court Order as follows:

- a) An initial payment this date of Two Thousand Seven Hundred Twenty-Five (\$2,725.00) Dollars;
- b) Effective with the month of February 2008 and continuing thereafter, the amount of no less than Five Hundred (\$500.00) Dollars each month, with the payment to be due on the first business day of each month for which the payment is applicable;
- c) In the alternative to Paragraph B above, that the Defendants pay no less than an average of Fifteen Hundred (\$1500.00) Dollars in payments each three (3) months.

2. By agreement, the Court hereby directs the Prothonotary to enter judgment against Clark J. Hubler in the amount of Twenty-Five Thousand Two Hundred (\$25,200.00) Dollars;

3. The Court notes that all parties have reserved any other legal rights which they may have, which would include, but not be limited to, the Plaintiff's ability to execute on its judgment(s) or otherwise.

BY THE COURT,



President Judge