

07-717-CD  
Pennstan Supply vs Paul Norris et al

Pennstan Supply vs Paul Norris et al

07-717-CD

**THIS IS AN ARBITRATION CASE**

**ASSESSMENT OF DAMAGES HEARING  
IS NOT REQUIRED**

JAMES W. ADELMAN, ESQUIRE  
Mail@morrisadelman.com  
IDENTIFICATION #02604  
MORRIS & ADELMAN, P.C.  
PO BOX 30477  
Philadelphia, Pennsylvania 19103-8477  
(215) 568-5621

ATTORNEY FOR PLAINTIFF

Pennstan Supply A Division of

Pennstan Supply A Division of Hajoca Corporation  
401 E Pleasant Valley Road  
Altoona PA 16602

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION

vs.

Paul E. Norris & Deidre L. Norris jtly slvy & coptrs t/a  
Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

: NO. 2007-717-C0

COMPLAINT  
CIVIL ACTION  
**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**LAWYER REFERENCE SERVICE**

David S Meholick, Ct Admin  
Clearfield County Courthouse  
230 E Market St  
Clearfield PA 16830  
814/765-2641 ext 5982

**FILED**

MAY 07 2007  
M/S 12:50 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
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1. Plaintiff is Pennstan Supply A Division of Hajoca Corporation. Defendant is Paul E. Norris & Deidre L. Norris jointly, severally, joint tenants by the entireties, and as copartners trading as Paul E. Norris Heating AC Plumbing.

COUNT I

2. At the oral instance and request of Defendant, Plaintiff sold and delivered to Defendant goods at the times, of the kinds, in the quantities and for the prices set forth in Plaintiff's books of original entry, a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A".

3. Defendant received and accepted the goods described in Exhibit "A".

4. The prices, including service and/or other charges, if any, which are set forth in Exhibit "A", are the fair, reasonable and market prices and the prices which Defendant agreed to pay.

5. All credits, if any, to which Defendant is entitled are set forth in Exhibit "A".

6. Although demand has been made, Defendant has failed to make payment of the amount due as above. As a result of the foregoing, there is due and owing from Defendant to Plaintiff the sum of \$8,800.92, which includes attorney's fees of \$2,282.00 in accordance with the credit application and/or terms of sale.

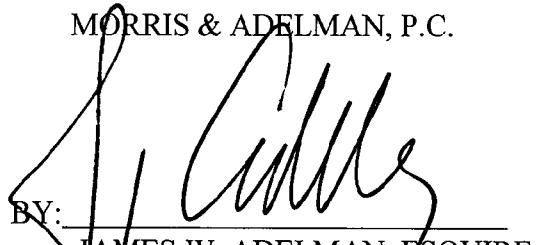
WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant the sum of \$8,800.92, with interest at 18% from March 25, 2007 and costs on Count I.

COUNT II

7. Paragraphs 1 through 6 are incorporated by reference.
8. On or before March 25, 2007, Plaintiff delivered goods to Defendant at the times, of the kinds, in the quantities, and for the prices set forth in Plaintiff's books of original entry, true and correct copies of which are shown as Exhibit "A".
9. Defendant received and accepted the goods shown on Exhibit "A", and benefitted thereby.
10. Defendant received the benefit of the goods from Plaintiff and it is unconscionable for Defendant to receive those benefits without making restitution to Plaintiff.
11. It can be inferred from the acts in the light of the surrounding circumstances that Defendant implied that it would pay Plaintiff for the goods.
12. Under the circumstances of the case, the ordinary course of dealing and the common understanding of mean, there is shown a mutual intention by Plaintiff to sell and Defendant to pay for the goods.
13. All conditions precedent to the present action have occurred or been performed.

14. Defendant is liable to the Plaintiff in the sum of \$8,800.92 under the theory  
of quantum valebant, quantum meruit, quasi contract, implied contract, goods had and received, and/or  
unjust enrichment.

WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant(s) the sum of  
\$8,800.92 with interest at 18% from March 25, 2007 and costs on Count II.

MORRIS & ADELMAN, P.C.  
  
BY: \_\_\_\_\_  
JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff  
Post Office Box 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

**VERIFICATION**

Rosemarie Watkins, states that he/she is DISTRICT  
CREDIT MANAGER of PENSTAN SUPPLY DIV OF HARCO CORP

and that the facts set forth in the foregoing Complaint

\_\_\_\_\_ are true and correct to the best of his/ her  
personal knowledge or information and belief, and that this statement is made  
subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to  
authorities.



Dated: \_\_\_\_\_

MAIL THIS APPLICATION TO:  
**FENSTAN SUPPLY**  
**401 E. PLEASANT VALLEY BLVD.**  
**ALTOONA, PA 16602**

# APPLICATION FOR COMMERCIAL CREDIT

HAJOCOA CORPORATION ( \_\_\_\_\_ division)

Applicant: Business or Corporate Name <i>Paul E Norris Heating, AC, Plumbing</i>		Application Date <i>8-20-05</i>
Business Street Address <i>310 Ridge Ave.</i>		Billing Address <i>310 Ridge Ave.</i>
City <i>Curwensville, PA</i>	State <i>PA</i>	Zip Code <i>16833</i>
City <i>Curwensville, PA</i>	State <i>PA</i>	Zip Code <i>16833</i>
Business Telephone No. <i>814-236-3250</i>	Business Fax No.	Year Business Was Established <i>9-11-03</i>
Business Email Address		Contractor's License No.
Applicant is Engaged in the Business of <i>Selling + servicing HVAC Equip</i>		Amount of Monthly Credit Desired <i>\$3000.00 + \$10,000.00</i>
Sales Tax Exempt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If Yes, Please Attach a Copy of Valid Exemption Certificate		
Type of Business <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
Business Building is <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased		Monthly Statement Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Send by <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail

## PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT

### BANK OR SAVINGS AND LOAN ASSOCIATION:

Name <i>CSB</i>	Branch Address <i>Curwensville</i>	Account No. <i>0022162</i>	Phone No. <i>814-236-2550</i>
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### TRADE REFERENCES:

Name <i>R.E. Michel</i>	Address <i>Dubois</i>	Phone No. <i>814-371-5717</i>	Fax No.
<i>H-H</i>	<i>Dubois</i>	<i>814-371-3389</i>	
<i>Thg Kic Supply</i>	<i>Dubois</i>	<i>814-371-3850</i>	
<i>Keystone R.F.</i>	<i>Dubois</i>	<i>814-375-9591</i>	

Have You Done Business with Other Hajoca Locations?  Yes  No If Yes, Please List:

Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners,

Officers or Directors Within the Past Six Years?  Yes  No

Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or  
Been Adjudged Bankrupt?  Yes  No

Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of  
Debts or Notes Owed by Other?  Yes  No

Are There Any Past Due Taxes Owed by Applicant?  Yes  No

The Applicant acknowledges that Applicant is furnishing the information requested herein, including the attached financial statement, for the purpose of procuring credit from time to time with Hajoca Corporation ("Hajoca"). Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition. In consideration of Hajoca extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by Hajoca within thirty (30) days from the date of Hajoca's invoice for said item unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the Hajoca invoice. Applicant agrees that each of the terms and conditions of sale stated on the Hajoca invoice or delivery ticket shall be terms in addition to those set out herein. Applicant hereby agrees to be bound by such terms and conditions. The terms and conditions of this Application for Commercial Credit ("Application") and the Hajoca invoices and delivery tickets referenced above shall supersede any purchase order submitted to Hajoca by an applicant. Applicant hereby agrees that the terms and conditions of any purchase order other than the identity of and quantity of the item(s) being purchased are null and void and of no legal effect. Applicant acknowledges and agrees that it will be charged one percent (1%) per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge and interest. A part of the month is treated as a full month for the purpose of calculating service charge and interest. The service charge and interest will be due and payable on the thirty-first (31<sup>st</sup>) day after the original invoice date, thereafter. Waiver of any service charge and additional service charge and interest, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any service charge and interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and/or interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and/or interest for any one month shall not be deemed a waiver of future charges. Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Hajoca's option. The Hajoca are parties to a written contract. Any dispute arising out of this Application shall be resolved by litigation or binding arbitration, by an arbitration service selected by Hajoca. Arbitration shall be conducted at a venue selected by Hajoca and in the event of binding arbitration, by an arbitration service selected by Hajoca. A single arbitrator shall preside over the arbitration. If the parties cannot agree upon a single arbitrator, the procedure of the arbitration service selected by Hajoca shall be used to select an arbitrator. If Hajoca retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant, including the filing of foreclosure actions on liens filed due to Applicant's failure to make payment, the Applicant agrees to pay attorney and/or

collection fees, costs, and other related expenses in addition to all sums due. If this Application is approved, the Applicant agrees to pay to HajoCo all sums due and owing, even if in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges his liability for the full amount due and owing, even if in excess of the credit limit and further concedes that HajoCo will have no liability arising out of a credit limit being exceeded. The person(s) authorizing this Credit on behalf of Applicant hereby represents that he/she has authority to execute this Application on behalf of the Applicant and acknowledges that if no such authority exists that he/she, by executing this Document, becomes personally liable for Credit on behalf of the Applicant. The Applicant agrees that it will not factor, sell or in any way assign the debt related to the credit given under the terms of this Application, under his name. The Applicant agrees that it will not factor, sell or in any way assign the debt related to the credit given under the terms of this Application, under his name. The Applicant authorizes HajoCo to obtain credit and financial information concerning the Applicant at anytime and from any source. In addition, by signing this Application the Applicant also authorizes HajoCo to contact the credit references HajoCo and hereby gives permission to those references listed to release information about the undersigned's credit experience with them.

**EEOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (EEOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE EEOA.**

**FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENT(S) TO HAOCA'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTemplATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZES(H) HAOCA TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.**

OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP)  
OFFICERS (IF A CORPORATION) MEMBERS (IF LLC)

Social Security No.	Name	Home Address	Home Phone No.
164-60-2617	PAUL E. NORRIS	270 Kingley Rd Pittsburgh, PA 15216	814-236-3350
Social Security No.	Name	Home Address	Home Phone No.
Social Security No.	Name	Home Address	Home Phone No.

Are Principals Involved with Atticade Companies?  Yes  No If Yes, Please List:

By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Applicant understands the same.

*Paul E. Norris* *Paul E. Norris Owners* *Paul E. Norris*  
Name of Applicant Signature of Authorized Individual Title Printed Name of Authorized Individual

#### PERSONAL GUARANTY

For value received and to induce HajoCo Corporation ("HajoCo") to extend credit to the Applicant, the undersigned Guarantor (even if more than one) hereby warrants and unconditionally guarantees to HajoCo the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to HajoCo, as described in this Application for Commercial Credit, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. If HajoCo retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant or Guarantor including the filing of foreclosure actions on liens filed due to Applicant's or Guarantor's failure to make payment, the Guarantor agrees to pay attorney or collection fees, costs, and other related expenses in addition to all sums due and otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Applicant, including without limitation assignments and arrangements for payment, collection, subscription, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way affect the Guarantor's liability hereunder. HajoCo may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith and without resort to any court. The incorporation, merger, suborganization or sale of the Applicant's business shall not operate as termination of this Guaranty, and the Guarantor shall continue as to credit extended to such other entity. This Guaranty shall continue in force until notice in writing of termination is sent by registered or certified mail, return receipt requested, is received by HajoCo, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be not less than seven (7) days after the described notice is received and shall not affect transactions with Applicant entered into prior to the termination date. Guarantor authorizes HajoCo to obtain credit and financial information concerning the Guarantor at any time and from any source. The Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligors of the Applicant.

**EEOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (EEOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANT'S GUARANTOR ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE EEOA.**

**FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENT(S) TO HAOCA'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT'S GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTemplATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZES(H) HAOCA TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.**

By signing here the undersigned warrants the above Application for Commercial Credit has been carefully read and the Guarantor understands the same.

*X 164-60-2617 X 3-1-06X Paul E. Norris*  
Social Security No. DIA# Customer  
*X 171-60-2262 X 3-1-06X Paul E. Norris*  
Social Security No. DIA# Guarantor

SPACES BELOW ARE FOR HAOCA CORPORATION USE ONLY

PC No	PC Manager Approval	Credit Approval
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Sign on X's

ACCOUNT: 131 644515  
AS OF 04/24/07

PENSTAN SUPPLY  
A DIVISION OF HAJOCA CORPORATION  
401 E PLEASANT VALLEY BLV  
ALTOONA, PA 16602  
Phone: (814) 944-8163

PAUL NORRIS HEATING AC PLBG  
310 RIDGE AVE  
CURWENSVILLE PA 168331029

Please remit your payment with  
a copy of this statement to:

HAJOCa CORPORATION  
P O BOX 7777-W9470  
PHILADELPHIA PA 19175

05/30/06	131	S3820282.001	4,150.15	PV206
10/23/06	131	S3820282.001	700.00-	PAY/CM APPLIED
05/30/06	131	S3844550.001	143.80	BROOKVILLE JOB
06/01/06	131	S3850948.001	5.55	BROOKVILLE JO
06/02/06	131	S3864850.001	1,739.26	INVOICE
06/06/06	131	S3820282.002	143.40	PV206
07/25/06	131	072506	123.64	SERVICE CHARGE
08/25/06	131	082506	123.64	SERVICE CHARGE
09/25/06	131	092506	123.64	SERVICE CHARGE
10/25/06	131	102506	113.64	SERVICE CHARGE
11/25/06	131	112506	113.64	SERVICE CHARGE
12/25/06	131	122506	109.64	SERVICE CHARGE
01/25/07	131	012507	109.64	SERVICE CHARGE
02/25/07	131	022507	109.64	SERVICE CHARGE
03/25/07	131	032507	109.64	SERVICE CHARGE

6,409.28

109.64

6,518.92

6,518.92

Last payment: \$200.00 received 12/19/06  
2% service charge assessed on past due invoices

131 PENSTAN ALTOONA  
401 E PLEASANT VALLEY BLVD  
ALTOONA PA 16602-5514  
814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
05/30/06	S3820282.001
REMIT TO: HAJOCO CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 2

BILL TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

SHIP TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	SALESPERSON	WRITER
131-644515	PV206		YES	David She	David
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
PAUL	OT OUR TRUCK	2% 10TH PROX NET 25TH	05/30/06	05/25/06	
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
3/4X20 M HARD COPPER TUBE	500'	500'	1.330ft	665.22	
1/2X20 L HARD COPPER TUBE	60'	60'	1.233ft	74.00	
3/4 A53F STD BLK CW T&C STL PIPE	63'	63'	1.189ft	74.89	
BRA 15000 18-2 500 STAT WIRE	1ea	1ea	60.841ea	60.84	
AS OF MARCH 19 WE WILL NOT BE TAKING RETURNS DUE TO INVENTORY. WE WILL RESUME TAKING RETURNS THE FIRST WEEK OF MAY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. ** Reprint ** Reprint ** Reprint **					

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
ARE AGREEING TO THE TERMS ON OUR SHIPPING TICKET AND  
ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON  
YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS,  
RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	3915.24
S&H Chgs	0.00
Sales Tax	234.91
Amount Due	4150.15

131 PENSTAN ALTOONA  
401 E PLEASANT VALLEY BLVD  
ALTOONA PA 16602-5514  
814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
05/30/06	S3844550.001
REMIT TO: HAJOCÀ CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:

PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

SHIP TO:

PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	Salesperson	Writer
131-644515	BROOKVILLE JOB		YES	David She	David
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
PAUL	OT OUR TRUCK	2% 10TH PROX NET 25TH	05/30/06	05/26/06	
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
3/4 CXC WROT COPPER CPLG JS H15-075 3/4 COPPER 2H PIPE STRAP 3/4 CXC WROT COPPER 90 ELBOW 3/4 FTGXC WROT COPPER STREET 90 ELBOW	25ea 50ea 100ea 25ea	25ea 50ea 100ea 25ea	0.567ea 0.107ea 0.854ea 1.232ea	14.17 5.33 85.36 30.80	
AS OF MARCH 19 WE WILL NOT BE TAKING RETURNS DUE TO INVENTORY. WE WILL RESUME TAKING RETURNS THE FIRST WEEK OF MAY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. ** Reprint ** Reprint ** Reprint **					

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
ARE AGREEING TO THE TERMS ON OUR SHIPPING TICKET AND  
ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON  
YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS,  
RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	135.66
S&H Chgs	0.00
Sales Tax	8.14
Amount Due	143.80

131 PENSTAN ALTOONA  
401 E PLEASANT VALLEY BLVD  
ALTOONA PA 16602-5514  
814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
06/01/06	S3850948.001
REMIT TO: HAJOC CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

SHIP TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	SALESPERSON	WRITER
131-644515	BROOKVILLE JOB		YES	David She	David
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
	OT OUR TRUCK	2% 10TH PROX NET 25TH	06/01/06	05/31/06	
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
ARG C41 WHT LOTRIM INSIDE 90 CNR	1ea	1ea	5.238ea	5.24	
AS OF MARCH 19 WE WILL NOT BE TAKING RETURNS DUE TO INVENTORY. WE WILL RESUME TAKING RETURNS THE FIRST WEEK OF MAY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. ** Reprint ** Reprint ** Reprint **					

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
ARE AGREEING TO THE TERMS ON OUR SHIPPING TICKET AND  
ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON  
YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS,  
RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	5.24
S&H Chgs	0.00
Sales Tax	0.31
Amount Due	5.55

131 PENSTAN ALTOONA  
401 E PLEASANT VALLEY BLVD  
ALTOONA PA 16602-5514  
814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
05/30/06	S3820282.001
REMIT TO: HAJOCO CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

SHIP TO:  
PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	SALESPERSON	WRITER
131-644515	PV206		YES	David She	David
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
PAUL	OT OUR TRUCK	2% 10TH PROX NET 25TH	05/30/06	05/25/06	
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
LV 102-104 T3000 3/4 LV HDL GAS	3ea	3ea	5.644ea	16.93	
BALL VLV					
CON 94A-204-01 3/4 BRNZ SWT 600 FP	8ea	8ea	5.238ea	41.90	
BALL VLV					
LV 107-144 T521 3/4 MIP BR BOILER	4ea	4ea	2.614ea	10.46	
DRN					
BG 110192 FB38 1/2 FASTFILL RED VLV	1ea	1ea	28.645ea	28.65	
GF UP1542F 1/25 115V FLNG CI CIRC	1ea	1ea	62.920ea	62.92	
PUMP 59896155					
GF 519602 1 CI THRD FLNG SET	1ea	1ea	6.067ea	6.07	
HW V8043F1036 3/4C AUX CLSD ZONE	4ea	4ea	64.566ea	258.26	
VLV					
HW T87F2873 WHT RD HTG AC STAT	4ea	4ea	20.000ea	80.00	
11/4 CXMIP WROT COPPER MALE ADPT	6ea	6ea	6.037ea	36.22	
11/4X3/4 CXXC WROT COPPER TEE	2ea	2ea	8.444ea	16.89	
11/4X1 CXXC WROT COPPER TEE	2ea	2ea	8.444ea	16.89	
11/4X3/4X3/4 CXXC WROT COPPER TEE	2ea	2ea	10.843ea	21.69	
3/4 CXCFIP CAST COPPER TEE	4ea	4ea	6.410ea	25.64	
11/4 CXC WROT COPPER 90 ELBOW	10ea	10ea	3.552ea	35.52	
3/4 150 BLK MI 90 ELBOW	10ea	10ea	0.875ea	8.75	
3/4 150 BLK MI TEE	5ea	5ea	1.392ea	6.96	
BUR 8116300U 3X5 SS PIPE	2ea	2ea	66.112ea	132.22	
BUR 8116294U 3 90 SS ELBOW	1ea	1ea	49.322ea	49.32	
BUR 206PVNIT2 PV NAT PAK WTR BOILER	1ea	1ea	1715.999ea	1716.00	
AMTR 3000 11/4 EXTROL EXPSN TANK	1ea	1ea	42.807ea	42.81	
ARG Z388 8 WHT LOTRIM BSEBRD CMPLT	8ea	6ea	41.714ea	250.28	
ARG Z121 3 WHT LOTRIM RH END CAP	8ea	8ea	5.400ea	43.20	
ARG Z12 3 WHT LOTRIM LH END CAP	8ea	8ea	5.400ea	43.20	
ARG S21 3 WHT LOTRIM WALL END	8ea	8ea	3.878ea	31.02	
11/4X20 M HARD COPPER TUBE	20'	20'	2.925ft	58.49	

\*\*\* Continued on Next Page \*\*\*

131 PENSTAN ALTOONA  
 401 E PLEASANT VALLEY BLVD  
 ALTOONA PA 16602-5514  
 814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
06/02/06	S3864850.001
REMIT TO: HAJOCO CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:  
 PAUL NORRIS HEATING, AC, PLBG  
 310 RIDGE AVE  
 CURWENSVILLE, PA 16833-1029

SHIP TO:  
 PAUL NORRIS HEATING, AC, PLBG  
 310 RIDGE AVE  
 CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	SALESPERSON	WRITER
131-644515			YES	David She	Matt
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
	WC WILL CALL	2% 10TH PROX NET 25TH	06/02/06	06/02/06	
DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION
BUR PV83WTGBWF OIL PAK WTR BOILER		1ea	1ea	1640.813ea	1640.81
AS OF MARCH 19 WE WILL NOT BE TAKING RETURNS DUE TO INVENTORY. WE WILL RESUME TAKING RETURNS THE FIRST WEEK OF MAY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. ** Reprint ** Reprint ** Reprint **					

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
 ARE AGREEING TO THE TERMS ON OUR SHIPPING TICKET AND  
 ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON  
 YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS,  
 RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	1640.81
S&H Chgs	0.00
Sales Tax	98.45
Amount Due	1739.26

131 PENSTAN ALTOONA  
401 E PLEASANT VALLEY BLVD  
ALTOONA PA 16602-5514  
814-944-8163 Fax 814-944-5025

\*\* INVOICE \*\*

INVOICE DATE	INVOICE NUMBER
06/06/06	S3820282.002
REMIT TO: HAJOCÀ CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:

PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

SHIP TO:

PAUL NORRIS HEATING, AC, PLBG  
310 RIDGE AVE  
CURWENSVILLE, PA 16833-1029

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	FRT	SALESPERSON	WRITER
131-644515	PV206		YES	David She	David
ORDERED BY	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
PAUL	OT OUR TRUCK	2% 10TH PROX NET 25TH	06/06/06	05/25/06	
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
BURNHAM 623170628 CONV KIT NAT TO LP	1ea	1ea	135.278ea	135.28	
AS OF MARCH 19 WE WILL NOT BE TAKING RETURNS DUE TO INVENTORY. WE WILL RESUME TAKING RETURNS THE FIRST WEEK OF MAY. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. ** Reprint ** Reprint ** Reprint **					

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU ARE AGREEING TO THE TERMS ON OUR SHIPPING TICKET AND ON THE RELATED CREDIT APPLICATION. IF FOR ANY REASON YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	135.28
S&H Chgs	0.00
Sales Tax	8.12
Amount Due	143.40

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102769  
NO: 07-717-CD  
SERVICE # 1 OF 3  
COMPLAINT

PLAINTIFF: PENNSTAN SUPPLY A div. of Hajoca Corp.

vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS jtly slvy & coptrs t/a PAUL E. NORRIS  
HEATING AC PLUMBING

**SHERIFF RETURN**

---

NOW, May 11, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON PAUL E. NORRIS, Ind. DEFENDANT AT 310 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEIDRE L. NORRIS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**

03.20 cm  
OCT 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102769  
NO: 07-717-CD  
SERVICE # 2 OF 3  
COMPLAINT

PLAINTIFF: PENNSTAN SUPPLY A div. of Hajoca Corp.

vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS jtly slvy & coptrs t/a PAUL E. NORRIS  
HEATING AC PLUMBING

**SHERIFF RETURN**

---

NOW, May 11, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON DEIDRE L. NORRIS, Ind. DEFENDANT AT 310 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEIDRE L. NORRIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102769  
NO: 07-717-CD  
SERVICE # 3 OF 3  
COMPLAINT

PLAINTIFF: PENNSTAN SUPPLY A div. of Hajoca Corp.  
vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS jtly slvy & coptrs t/a PAUL E. NORRIS  
HEATING AC PLUMBING

**SHERIFF RETURN**

---

NOW, May 11, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON PAUL E. NORRIS & DEIDRE L. NORRIS t/a PAUL E. NORRIS HEATING AC PLUMBING DEFENDANT AT 310 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEIDRE L. NORRIS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102769  
NO: 07-717-CD  
SERVICES 3  
COMPLAINT

PLAINTIFF: PENNSTAN SUPPLY A div. of Hajoca Corp.

vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS jtly slvy & coptrs t/a PAUL E. NORRIS  
HEATING AC PLUMBING

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MORRIS	37969	30.00
SHERIFF HAWKINS	MORRIS	37969	35.82

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

I hereby certify that the above names are correct and Precise Business Address of the judgment creditor is

Address	:	401 E Pleasant Valley Road
	:	Altoona PA 16602
Address of Defendant	:	310 Ridge Av
	:	Curwensville PA 16833-1029

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
P.O. Box 30477  
Philadelphia, Pennsylvania 19103-8477  
(215) 568-5621

ATTORNEY FOR PLAINTIFF

Pennstan Supply A Division of

Pennstan Supply A Division of  
Hajoca Corporation  
401 E Pleasant Valley Road  
Altoona PA 16602

vs.

Paul E. Norris & Deidre L. Norris jtly slvy &  
coptrs t/a Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

:	COURT OF COMMON PLEAS
:	CLEARFIELD COUNTY
:	CIVIL DIVISION
:	
:	
:	
:	
:	
:	NO. 2007-717-CD

ORDER FOR ENTRY OF JUDGMENT  
AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Enter judgment in favor of the Plaintiff, Pennstan Supply A Division of Hajoca Corporation and against the Defendants, Paul E. Norris and Deidre L. Norris jointly, severally, joint tenants by the entireties and copartners trading as Paul E. Norris Heating AC Plumbing, in the above-entitled proceeding in the sum of \$9,307.10 for failure to file an Answer, and assess damages as follows:

Amount of Claim	\$8,800.92
Interest from March 25, 2007	\$ 506.18
TOTAL	\$9,307.10

DAMAGES ASSESSED AS ABOVE:

PROTHONOTARY

*William A. Shaw* 10/11/07

*J. Adelman*  
MORRIS & ADELMAN, P.C.  
BY:  
JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
PO BOX 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

Pennstan Supply A Division of  
Hajoca Corporation  
401 E Pleasant Valley Road  
Altoona PA 16602

vs.

Paul E. Norris & Deidre L. Norris jointly slyv &  
coptrs t/a Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

ATTORNEY FOR PLAINTIFF

Pennstan Supply A Division of

## AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

JAMES W. ADELMAN, being duly sworn according to law, deposes and says he is counsel for Plaintiff and has made an investigation of defendant(s) and has ascertained defendant(s) is not in the Military Service or in any branch of the armed forces of the United States or its allies, nor otherwise within the provision of the Servicemembers Civil Relief Act and its Amendments; defendant(s) reside(s) at 310 Ridge Av; defendant(s) is over twenty-one (21) years of age.

Sworn To And Subscribed  
Before Me This 12<sup>th</sup> Day  
Of June , 2007.

JAMES W. ADELMAN, ESQUIRE

## Notary Public

My Commission Expires:

**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
PATRICIA A. MCKENZIE Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 23, 2008

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
P.O. Box 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

ATTORNEY FOR PLAINTIFF  
Pennstan Supply A Division of

Pennstan Supply A Division of  
Hajoca Corporation  
401 E Pleasant Valley Road  
Altoona PA 16602

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION  
:  
:  
:

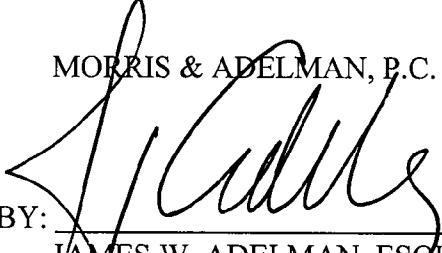
vs.  
:  
:  
:  
:

Paul E. Norris & Deidre L. Norris jtly slvy &  
coptrs t/a Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

: NO. 2007-717-CD

CERTIFICATION

I hereby certify that I sent a Notice Of Intention to file a default judgment to Defendant(s) by  
mail pursuant to Pa. R.C.P. 237.1, a true and correct copy of which is attached hereto as Exhibit "A."

  
MORRIS & ADELMAN, P.C.  
BY: \_\_\_\_\_  
JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF  
IDENTIFICATION #02604

P.O. Box 30477  
Philadelphia, Pennsylvania 19103-8477  
(215) 568-5621

Pennstan Supply A Division of

Pennstan Supply A Division of  
Hajoca Corporation  
401 E Pleasant Valley Road  
Altoona PA 16602

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION

:

vs.

:

:

Paul E. Norris & Deidre L. Norris jtly slvy &  
coptrs t/a Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

: NO. 2007-717-CD

TO: Paul E. Norris & Deidre L. Norris jtly slvy & coptrs t/a Paul E. Norris Heating AC Plumbing  
310 Ridge Av  
Curwensville PA 16833-1029

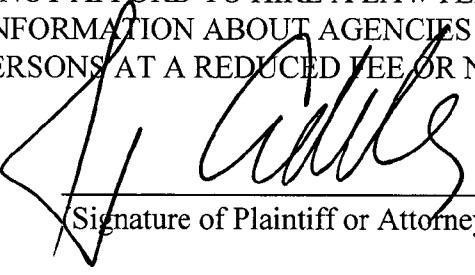
DATE OF NOTICE: June 1, 2007

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. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOU LAWYER AT ONCE. IF YOU DON'T HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE

David S Meholick, Ct Admin  
Clearfield County Courthouse  
230 E Market St  
Clearfield PA 16830  
814/765-2641 ext 5982

  
Signature of Plaintiff or Attorney)

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

TO: PAUL E. NORRIS & DEIDRE L. NORRIS  
ind. & t/a PAUL E. NORRIS HEATING AC PLUMBING  
310 Ridge Avenue  
Curwensville, PA 16833

PENNSTAN SUPPLY DIV. OF HAJOCA : COURT OF COMMON PLEAS  
CORP., 401 E. Pleasant Valley Road : CLEARFIELD COUNTY  
Altoona, PA 16601 : CIVIL DIVISION

:  
vs.  
:  
:

PAUL E. NORRIS & DEIDRE L. NORRIS :  
ind. & t/a PAUL E. NORRIS HEATING :  
AC PLUMBING :  
310 Ridge Avenue :  
Curwensville, PA 16833 : NO. 2007-717-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that  
a Judgment has been entered against you in the above proceeding as indicated below.

*Prothonotary [Signature]* 10/11/07

- Judgment Against Garnishee
- Complaint (Confession of Judgment)
- Judgment transferred from another jurisdiction
- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitrators
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: JAMES W. ADELMAN, ESQUIRE

At this telephone number: 215-568-5621

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

COPY

Pennstan Supply A Division of Hajoca Corp.  
Plaintiff(s)

No.: 2007-00717-CD

Real Debt: \$9,307.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Paul E. Norris  
Deidre L. Norris  
Paul E. Norris Heating AC Plumbing  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 11, 2007

Expires: October 11, 2012

Certified from the record this 11th day of October, 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**

PENNSTAN SUPPLY DIV. OF HAJOCA : NO. 2007-717-CD  
CORP., 401 E. Pleasant Valley Road :  
Altoona, PA 16601 :  
vs. :  
:

PAUL E. NORRIS & DEIDRE L. NORRIS :  
ind. & t/a PAUL E. NORRIS HEATING AC: :  
PLUMBING, 310 Ridge Avenue :  
Curwensville, PA 16833 and :  
CURWENSVILLE STATE BANK, Garn. :

**FILED**

OCT 22 2007

12:15 (u)  
William A. Shaw  
Prothonotary/Clerk of Courts

1 error to Arry  
12 words to Site

## **PRAECIPE FOR WRIT OF EXECUTION**

## TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter.

(1) directed to the Sheriff of Clearfield County

(2) against PAUL E. NORRIS & DEIDRE L. NORRIS ind. & t/a PAUL E. NORRIS HEATING  
AC PLUMBING, Defendant; and

(3) against CURWENSVILLE STATE BANK , garnishee;

(4) and index this writ

(A) against \_\_\_\_\_, defendant and

(B) against \_\_\_\_\_, as garnishee, as a lis pendens against real property of the defendant in name of garnishee as follows:

All accounts, funds, deposits, debts, or other items of personal property standing in the name of the defendant.

(5) Amount Due: \$ 9,307.10

## Attorney's Commission

\$ 9,307.10

\$ 

Interest from 10/11/07

\$ -

## Prothonotary costs

\$ 125.00

Attorney for Plaintiff

Attorney for Plaintiff

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

PENNSTAN SUPPLY DIV. OF HAJOCA CORP.  
401 E. Pleasant Valley Road  
Altoona, PA 16601

No. 2007-717-CD

vs.  
PAUL E. NORRIS & DEIDRE L. NORRIS  
ind. & t/a PAUL E. NORRIS HEATING PLUMBING AC  
310 Ridge Avenue  
Curwensville, PA 16833 and  
CURWENSVILLE STATE BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PENNSTAN SUPPLY DIV. OF HAJOCA CORP., Plaintiff(s) from PAUL E. NORRIS & DEIDRE L. NORRIS ind. & t/a PAUL E. NORRIS HEATING PLUMBING AC, Defendant(s).

- i. You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
310 Ridge Avenue, Curwensville, PA 16833
- ii. You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
CURWENNSVILLE STATE BANK, Garnishee(s) and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- iii. If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$ 9,307.10  
INTEREST: 10/11/07

PAID: \$ \_\_\_\_\_

SHERIFF:\$ \_\_\_\_\_  
PROTH. COSTS: \$ 125.00  
OTHER COSTS: \$ \_\_\_\_\_

ATTY'S COMM: \$ \_\_\_\_\_  
DATE:

WILLIAM A. SHAW  
Prothonotary/Clerk Civil Div.

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
at \_\_\_\_\_ A.M./P.M.

REQUESTING PARTY NAME:

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**Sheriff**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20688  
NO: 07-717-CD

PLAINTIFF: PENNSTAN SUPPLY DIV. OF HAJOCA CORP.

vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS IND. & T/A PAUL E NORRIS HEATING AC PLUMBING

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/22/2007

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/27/2008

DATE DEED FILED **NOT SOLD**

**FILED**  
01/07/08  
FEB 27 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED PAUL E. NORRIS

DEPUTIES HAD FOUR ATTEMPTS AND LEFT NOTES FOR PAUL E. NORRIS, DEFENDANT AT 310 RIDGE AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. NO CONTACT WITH DEFENDANT

@ SERVED DEIDRE L. NORRIS

DEPUTIES HAD FOUR ATTEMPTS AND LET NOTES FOR DEIDRE L. NORRIS AT 310 RIDGE AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. NO CONTACT WITH DEFENDANT

@ SERVED PAUL E. NORRIS & DEIDRE L. NORRIS IND. & T/A

DEPUTIES HAD FOUR ATTEMPTS AND LET NOTES FOR PAUL E. NORRIS & DEIDRE L. NORRIS IND. & T/A PAUL E. NORRIS HEATING PLUMBING AC AT 310 RIDGE AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA. NO CONTACT WITH DEFENDANT.

@ SERVED NORTHWEST SAVINGS BANK, FORMERLY CURWENSVILLE

NOW, NOVEMBER 20, 2007 RECEIVED A FAX LETTER TO DISREGARD THE SERVICE OF THE GARNISHMENT ON THE BANK. THE ACCOUNT IS NOW CLOSED.

@ SERVED

NOW, FEBRUARY 27, 2008 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20688  
NO: 07-717-CD

PLAINTIFF: PENNSTAN SUPPLY DIV. OF HAJOCA CORP.

vs.

DEFENDANT: PAUL E. NORRIS & DEIDRE L. NORRIS IND. & T/A PAUL E NORRIS HEATING AC PLUMBING

Execution PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

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SHERIFF HAWKINS \$52.76

SURCHARGE \$60.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
by Andrea Butler Aughenbaugh  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

PENNSTAN SUPPLY DIV. OF HAJOCA CORP.  
401 E. Pleasant Valley Road  
Altoona, PA 16601

No. 2007-717-CD

vs.

PAUL E. NORRIS & DEIDRE L. NORRIS  
ind. & t/a PAUL E. NORRIS HEATING PLUMBING AC  
310 Ridge Avenue  
Curwensville, PA 16833 and  
CURWENSVILLE STATE BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PENNSTAN SUPPLY DIV. OF HAJOCA CORP.,  
Plaintiff(s) from PAUL E. NORRIS & DEIDRE L. NORRIS ind. & t/a PAUL E. NORRIS HEATING PLUMBING AC, Defendant(s).

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- iii. If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$ 9,307.10  
INTEREST: 10/11/07

PAID: \$ \_\_\_\_\_

SHERIFF: \$ \_\_\_\_\_  
PROTH. COSTS: \$ 12.50  
OTHER COSTS: \$ \_\_\_\_\_

ATTY'S COMM: \$ \_\_\_\_\_  
DATE: \_\_\_\_\_

  
WILLIAM A. SHAW  
Prothonotary/Clerk Civil Div.

Received this writ this 22nd day  
of October A.D. 2007  
at 3:00 A.M./P.M.

REQUESTING PARTY NAME:

Chester A. Henshaw  
sheriff  
by Cynthia Butler-Deperle

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME PAUL E. NORRIS

NO. 07-717-CD

NOW, February 26, 2008, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Paul E. Norris & Deidre L. Norris Ind. & T/A Paul E Norris Heating Ac Plumbing to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	9,307.10
MILEAGE	5.82	INTEREST @ %	0.00
LEVY		FROM TO	
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE		ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	60.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	17.94	MISCELLANEOUS	
ADD'L LEVY			
BID/ SETTLEMENT AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$9,544.86</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$52.76</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	52.76
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$177.76</b>
		<b>TOTAL COSTS</b>	<b>\$9,544.86</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

## LAW OFFICES

**MORRIS & ADELMAN, P.C.**

JAMES W. ADELMAN  
 KENNETH F. CAROBUS  
 ROBERT M. MORRIS\*

\*ALSO ADMITTED TO PRACTICE  
 CALIFORNIA AND NEW JERSEY

1920 CHESTNUT STREET  
 P.O. BOX 30477  
 PHILADELPHIA, PA 19103

215-568-5621  
 800-745-2058  
 FAX: 215-568-3253

ROBERT I. MORRIS  
 1924 - 2004

COUNSEL TO THE FIRM  
 HORACE A. STERN

E-mail: mail@morrisadelman.com

November 20, 2007

Sheriff of Clearfield County  
 ATTN: CINDY  
 Clearfield County Courthouse  
 1 N. Second St. Suite 116  
 Clearfield, PA 16830

Case Name: Pennstan Supply A Division of  
 vs: Paul E. Norris & Deidre L. Norris  
 jtly slvy & coptrs t/a  
 Paul E. Norris Heating AC Plumbing  
 310 Ridge Av  
 Curwensville PA 16833-1029  
 Case No: 2007-717-CD  
 Our file No: 70598

Dear Cindy:

This confirms our telephone conversation of this date to disregard the requested service of the garnishment on the bank as the account is now closed. Please proceed with the personal property levy. Thank you.

Very truly yours,

JAMES W. ADELMAN

/bme  
 FAX NO.: 814/765-5915

Please send all correspondence  
 to our post office box.

JWA1120.3