

07-724-CD
Leggett & Platt vs Cozy Acres

2007-724-CD
Leggett & Platt vs Cozy Acres

Date: 2/6/2008
Time: 08:26 AM
Page 1 of 1

Clearfield County Court of Common Pleas
ROA Report
Case: 2007-00724-CD
Current Judge: No Judge

User: LMILLER

Leggett & Platt Financial Services vs. Cozy Acres 32287

Civil Other

Date		Judge
5/8/2007	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Colavecchi, Joseph (attorney for Leggett & Platt Financial Services) Receipt number: 1918928 Dated: 05/08/2007 Amount: \$85.00 (Check) 1CC shff and 2CC Atty.	No Judge
6/25/2007	✓ Answer and New Matter to Plaintiff's Complaint, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois	No Judge
7/31/2007	✓ Reply to New Matter, filed by s/ Joseph Colavecchi, Esquire. 2CC Atty. J. Colavecchi	No Judge
9/4/2007	Filing: Praecipe/List For Arbitration Paid by: Colavecchi, Joseph (attorney for Leggett & Platt Financial Services) Receipt number: 1920525 Dated: 09/04/2007 Amount: \$20.00 (Check)	No Judge
	✓ Certificate of Readiness for Arbitration, filed by s/ Joseph Colavecchi, Esquire. No CC	No Judge
10/10/2007	✓ Sheriff Return, October 10, 2007 After diligent search I returned the within Complaint "NOT FOUND" as to Cozy Acres 32287. May 23, 2007 at 3:00 pm Served the within Complaint on Cozy Acres 32287. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Colavecchi \$100.00	No Judge
1/7/2008	✓ Order, this 7th day of Jan., 2008, it is Ordered that Arbitration is scheduled on Feb. 7, 2008 at 9:00 a.m. in Hearing Room 3. The following have been appointed as Arbitrators: Carl A. Belin, Esquire, Chairman Benjamin S. Blakley, Esquire Paula M. Cherry, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEGGETT & PLATT FINANCIAL
SERVICES, A COMPANY OF LEGGETT
& PLATT, INC.

Plaintiff

vs.

COZY ACRES 32287

Defendant

CIVIL DIVISION

No. 07 - 724 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, LEGGETT & PLATT
FINANCIAL SERVICES, A COMPANY
OF LEGGETT & PLATT, INC.

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED *cc Sheriff*
03/4/2011 200 AM
MAY 08 2011 *cm* 85.00
William A. Shaw
Prothonotary/Clerk of Courts
Atty fee

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

LEGGETT & PLATT FINANCIAL SERVICES,:
a Company of Leggett & Platt, Inc. :

Plaintiff : No. 07 - - CD

:

Vs. :

:

COZY ACRES FURNITURE, LLC, 32287 :
Defendant :

COMPLAINT

Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., Plaintiff in the above-captioned action, through their Attorney, Joseph Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 757, Carthage, Missouri, 64836.

2. Defendant is COZY ACRES FURNITURE, LLC, 32287, a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principal place of business at R.R. 3, Box 129A, Oklahoma Salem Road, DuBois, Pennsylvania, 15801.

3. Plaintiff at the oral instance and request of Defendant, sold from Leggett & Platt Financial Services, the items at the times and amounts as are more fully set forth in the true and correct copy of the statement attached to this Complaint, marked Exhibit "A" and made a part hereof.

4. The prices for the said merchandise were the fair, reasonable, and market prices of the same at the times they were sold to said Defendant, and further are what Defendant agreed to pay therefor.

5. All of the items ordered by the Defendant have been delivered to Defendant and accepted by them and all items are and have been in their possession.

6. Plaintiff has demanded payment of the said merchandise in the total amount of Six Thousand Seven Hundred Sixty-two Dollars and Sixty-four Cents (\$6,762.64) from Defendant.

7. Defendant paid the amount of One Thousand One Hundred Twenty-seven Dollars and Sixty-four Cents (\$1,127.64) on this account, leaving a balance owed of Five Thousand Six Hundred Thirty-five (\$5,635.00) Dollars, plus interest and costs, which Defendant has refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Five Thousand Six Hundred Thirty-five Dollars (\$5,635.00) Dollars, plus interest and costs.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

May 8, 2007

Date

VERIFICATION

I, Joseph Colavecchi, Esquire, attorney and agent for Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



JOSEPH COLAVECCHI, ESQUIRE

STATEMENT OF ACCOUNT AT 01/08/07
FROM ACCOUNT NUMBER 000 3228700

PAGE 1

BILL TO		CUSTOMER	
COZY ACRES		COZY ACRES	
2906 OKLAHOMA SALEM RD		2906 OKLAHOMA SALEM RD	
DUBOIS	PA 15801	DUBOIS	PA 15801

ITEM NUMBER	ITEM DATE	DUEDATE	PAST DUE	WORKORDER NUMBER	PURCHASE ORDER NO	SHIP CITY	AMOUNT
W51815	06/15/06	07/15/06	177	475567	BRIDGET	DUBO	1,998.48
E73275	11/21/06	12/21/06	18	953151	RA#21612	DUBO	25.25-
F32559	12/04/06	01/03/07	5	112595		DUBO	1,185.87
NSFCK-2998	12/15/06	12/15/06	24	516		DUBO	3,603.54
TOTAL FOR CUSTOMER:							6,762.64

*PAY ADJSTMNTS	ON-ACCT-CASH	CURRENT	1-30 DAYS	31-60 DAYS	OVER 60 DAYS
			4,764.16		1,998.48

* ITEMS REFLECT PAYMENT ADJUSTMENTS MADE BY CUSTOMER WHEN PAYING ORIGINAL INVOICE.
THESE ITEMS ARE CURRENTLY UNDER INVESTIGATION.

FOR MORE INFO CONTACT:
CREDIT REP: KAREN GILMARTIN
(417) 358-8131

REMIT TO: L&P FINANCIAL SERVICES CO.
P.O. BOX 198747
ATLANTA
GA 30384-8747

STMTC KAG1

EXHIBIT "A"

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

LEGGETT & PLATT FINANCIAL : No. 07-724-CD
SERVICES, a Company of Leggett :
& Platt, Inc., : Type of Pleading:
Plaintiff :
Vs. : **ANSWER AND NEW MATTER**
COZY ACRES 32287, : **TO PLAINTIFF'S COMPLAINT**
Defendant : Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED
01/21/07 3cc
JUN 25 2007 Atty DuBois
GK
William A. Shaw
Prothonotary/Clerk of Courts

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

LEGGETT & PLATT FINANCIAL SERVICES, a Company of Leggett & Platt, Inc.,	:	No. 07-724-CD
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
COZY ACRES 32287,	:	
	:	
Defendant	:	

NOTICE TO PLEAD

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.


Jeffrey S. DuBois, Esquire
Attorney for Defendants

190 West Park Avenue
Suite #5
DuBois, PA 15801
(814) 375-5598

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

LEGGETT & PLATT FINANCIAL SERVICES, a Company of Leggett & Platt, Inc.,	:	No. 07-724-CD
	:	
	:	
Plaintiff	:	
	:	
	:	
Vs.	:	
	:	
	:	
COZY ACRES 32287,	:	
	:	
	:	
Defendant	:	
	:	
	:	

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, Cozy Acres, by and through their Attorney, Jeffrey S. DuBois, Esquire, who files this Answer and New Matter to Plaintiff's Complaint and in support thereof avers the following:

1. Admitted.
2. Admitted.
3. Denied. It is denied that it was at the oral instance and request of Defendant, but on the contrary it was through mutual contact as representatives from Plaintiff on numerous occasions would contact Defendant to purchase items from Plaintiff.
4. Defendant does not have information to ascertain the averments contained in paragraph number four of Plaintiff's Complaint, nor do they have access to the same, and therefore the same are denied and strict proof thereof is demanded at Trial.
5. Defendant does not have information to ascertain the averments contained in paragraph number five (5) of Plaintiff's Complaint, nor do they have access to the same, and therefore the same are denied and strict proof thereof is demanded at Trial.

6. Denied. It is denied Plaintiff has demanded payment in the amount of Six Thousand Seven Hundred Sixty Two and 64/100 (\$6,762.64) Dollars from Defendant, as the same is not owed by Defendant to Plaintiff.

7. Admitted. It is admitted that Defendant has made payments to Plaintiff in said amount, but said payments are towards Work Order 516.

WHEREFORE, Defendant respectfully requests this Honorable Court to award Judgment in Defendant's favor and against Plaintiff.

NEW MATTER

8. Defendants hereby incorporate by reference paragraphs one through seven as if set forth at length herein.

9. Defendant, in the past, has had numerous business transactions with Plaintiff.

10. In Defendants dealings with Plaintiff, Plaintiff has required that Defendant pay for items in full either prior to delivery of the items to Defendant or payment in full upon delivery of said items.

11. Thus, there would be no balance due for items because they would be paid in advance.

12. As such, Defendant does not believe that they owe Plaintiff any monies for work orders number 475567 and 112595, as set forth in Plaintiff's Exhibit "A". In addition, Defendant does not have access to its records at this point and time because of a fire, and therefore cannot supply said records to Plaintiff.

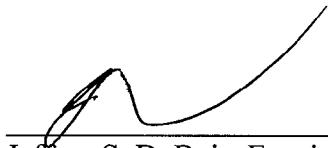
13. Defendant has made payments towards Work Order No. 516 as reflected in Plaintiff's Exhibit "A". In addition, Defendant had been making payments to Plaintiff on

the same and Plaintiff agreed upon payments, and was in agreement for Defendant making payments to Plaintiff for the balance.

14. As such, Plaintiff cannot now alter the agreement between the parties for said work order number 516.

WHEREFORE, Defendant respectfully requests this Honorable Court to award Judgment in its favor and against Plaintiff.

Respectfully submitted,

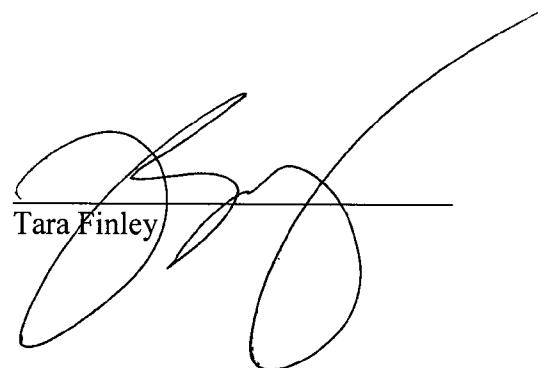


Jeffrey S. DuBois, Esquire
Attorney for Defendant

VERIFICATION

I, TARA FINLEY, Manager of Cozy Acres, verify that the statements in the foregoing Answer and New Matter to Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



A handwritten signature in black ink, appearing to read "Tara Finley", is written over a horizontal line. The signature is fluid and cursive, with the name centered below the line.

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

LEGGETT & PLATT FINANCIAL	:	No. 07-724-CD
SERVICES, a Company of Leggett	:	
& Platt, Inc.,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
COZY ACRES 32287,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 15 day of June, 2007, I served a true and correct copy of the within Answer and New Matter to Plaintiff's Complaint by first class mail, postage prepaid, on the following:

Joseph Colavecchi, Esquire
P.O. Box 131
Clearfield, PA 16830



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEGGETT & PLATT FINANCIAL
SERVICES, a company of Leggett
& Platt, Inc.,
Plaintiff

CIVIL DIVISION

No. 07 - 724 - CD

vs.

REPLY TO NEW MATTER

COZY ACRES 32287,

Defendant

Filed on Behalf of:

Plaintiff, LEGGETT & PLATT
FINANCIAL SERVICES

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 200
07/06/01 Atty
JUL 31 2001 J. Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

610

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

LEGGETT & PLATT FINANCIAL :
SERVICES, a company of Leggett : No. 07 - 724 - CD
& Platt, Inc., :
Plaintiff :
vs. :
COZY ACRES 32287, :
Defendant :

REPLY TO NEW MATTER

NOW COMES, the Plaintiff, Leggett & Platt Financial Services, who, through their attorney, Joseph Colavecchi, Esquire, file their Reply to Defendant's New Matter and respectfully avers as follows:

8. This does not require a reply.
9. Admitted.
10. Denied. The charges on the account were sold on net 30 day terms from the date of invoice.
11. Denied for the reasons as set forth in Paragraph 10.
12. Work Order Nos. 475567 and 112595 were invoiced on net 30 day terms from invoice date.
13. Denied. The agreement called for monthly payments by the Defendant of which only one payment was made. These payments were to clear Work Orders 475567 and 112595. Further, Check No. 2998 was returned by the bank for insufficient funds.

14. Denied. Defendant altered/voided agreement by not making agreed payments.

WHEREFORE, Plaintiff asks that the Answer and New Matter of the Defendant be dismissed and that judgment be entered in favor of Plaintiff.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

LEGGETT & PLATT FINANCIAL SERVICES

Rob Hawes
BY:

(A)

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER	TYPE	TRIAL REQUESTED	DATE PRESENTED	
			ESTIMATED TRIAL TIME	
No. 07-724-CD	() Jury () Non-Jury			Hours
Date Complaint	(X) Arbitration		3	Days
Filed: 5/8/07				
PLAINTIFF(S)				
LEGGETT & PLATT FINANCIAL SERVICES, a company of Leggett & Platt, Inc.,		()		
DEFENDANT(S)				
COZY ACRES 32287,		()		Check Block if a Minor is a Party to the Case
ADDITIONAL DEFENDANT(S)		()		

FILED *Att'y ad.*
11/24/07
SEP 04 2007 20.00

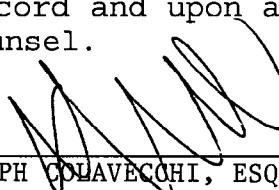
William A. Shaw No CC
Prothonotary/Clerk of Courts GK

JURY DEMAND FILED BY: DATE JURY DEMAND FILED:
Plaintiff, LEGGETT & PLATT FINANCIAL SERVICES,
a Company of Leggett & Platt, Inc. 5/8/07

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED
less
more than
\$ 25,000.00 () yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial; and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


(JOSEPH COLAVECCHI, ESQUIRE)

FOR THE PLAINTIFF	TELEPHONE NUMBER
Joseph Colavecchi, Esquire	
P.O. Box 131, Clearfield, PA 16830	814/765-1566
FOR THE DEFENDANT	TELEPHONE NUMBER
Jeffrey S. DuBois, Esquire	
190 W. Park Avenue, Suite #5, DuBois, PA 15801	814/375-5598
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

102772

LEGGETT & PLATT FINANCIAL SERVICES, A company of Leggett & Platt,
Inc.

Case #

07-724-CD

vs.

COZY ACRES 32287

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO COZY ACRES 32287 C/O TARA FINLEY, DEFENDANT. NO ANSWER @ 1672 TREASURE LAKE, DUBOIS, PA..

SERVED BY: /

FILED

0/2:30pm

OCT 10 2007

W.M.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102772
NO: 07-724-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: LEGGETT & PLATT FINANCIAL SERVICES, A company of Leggett & Platt, Inc.
vs.
DEFENDANT: COZY ACRES 32287

SHERIFF RETURN

NOW, May 23, 2007 AT 3:00 PM SERVED THE WITHIN COMPLAINT ON COZY ACRES 32287 c/o GLENN L. FINLEY DEFENDANT AT 713 TREASURE LK. aka SEC 8 LOT 12, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GLENN FINLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102772
NO: 07-724-CD
SERVICES 2
COMPLAINT

PLAINTIFF: LEGGETT & PLATT FINANCIAL SERVICES, A company of Leggett & Platt, Inc.
vs.
DEFENDANT: COZY ACRES 32287

SHERIFF RETURN

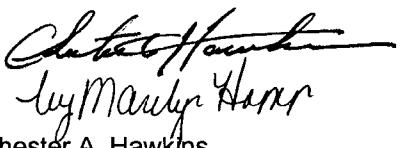
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	COLAVECCHI	9316	10.00
SURCHARGE	COLAVECCHI	9316	10.00
SHERIFF HAWKINS	COLAVECCHI	9316	80.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEGGETT & PLATT FINANCIAL
SERVICES, A COMPANY OF LEGGETT
& PLATT, INC.

Plaintiff

Vs.

COZY ACRES 32287

Defendant

CIVIL DIVISION

No. 07 - 724 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, LEGGETT & PLATT
FINANCIAL SERVICES, A COMPANY
OF LEGGETT & PLATT, INC.

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

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

MAY 08 2007

Attest.

William J. Shanahan
Prothonotary,
Clerk of Courts

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

LEGGETT & PLATT FINANCIAL SERVICES, :
a Company of Leggett & Platt, Inc. :

Plaintiff : No. 07 - - CD

VS. :

COZY ACRES FURNITURE, LLC, 32287 :
Defendant :

COMPLAINT

Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., Plaintiff in the above-captioned action, through their Attorney, Joseph Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 757, Carthage, Missouri, 64836.

2. Defendant is COZY ACRES FURNITURE, LLC, 32287, a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principal place of business at R.R. 3, Box 129A, Oklahoma Salem Road, DuBois, Pennsylvania, 15801.

3. Plaintiff at the oral instance and request of Defendant, sold from Leggett & Platt Financial Services, the items at the times and amounts as are more fully set forth in the true and correct copy of the statement attached to this Complaint, marked Exhibit "A" and made a part hereof.

4. The prices for the said merchandise were the fair, reasonable, and market prices of the same at the times they were sold to said Defendant, and further are what Defendant agreed to pay therefor.

5. All of the items ordered by the Defendant have been delivered to Defendant and accepted by them and all items are and have been in their possession.

6. Plaintiff has demanded payment of the said merchandise in the total amount of Six Thousand Seven Hundred Sixty-two Dollars and Sixty-four Cents (\$6,762.64) from Defendant.

7. Defendant paid the amount of One Thousand One Hundred Twenty-seven Dollars and Sixty-four Cents (\$1,127.64) on this account, leaving a balance owed of Five Thousand Six Hundred Thirty-five (\$5,635.00) Dollars, plus interest and costs, which Defendant has refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Five Thousand Six Hundred Thirty-five Dollars (\$5,635.00) Dollars, plus interest and costs.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

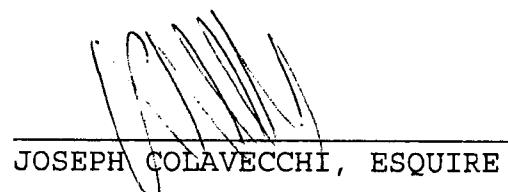
May 8, 2007

Date

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VERIFICATION

I, Joseph Colavecchi, Esquire, attorney and agent for Leggett & Platt Financial Services, a company of Leggett & Platt, Inc., verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



JOSEPH COLAVECCHI, ESQUIRE

STATEMENT OF ACCOUNT AT 01/08/07
FROM ACCOUNT NUMBER 000 3228700

PAGE

1

BILL TO
COZY ACRES
2906 OKLAHOMA SALEM RD
DUBOIS PA 15801

CUSTOMER
COZY ACRES
2906 OKLAHOMA SALEM RD
DUBOIS PA 15801

ITEM NUMBER	ITEM DATE	DUEDATE	PAST DUEDATE	WORKORDER NUMBER	PURCHASE ORDER NO	SHIP CITY	AMOUNT
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TOTAL FOR CUSTOMER:							6,762.64

*PAY ADJSTMNTS	ON-ACCT-CASH	CURRENT	1-30 DAYS	31-60 DAYS	OVER 60 DAYS
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* ITEMS REFLECT PAYMENT ADJUSTMENTS MADE BY CUSTOMER WHEN PAYING ORIGINAL INVOICE.
THESE ITEMS ARE CURRENTLY UNDER INVESTIGATION.

FOR MORE INFO CONTACT:
CREDIT REP: KAREN GILMARTIN
(417) 358-8131

REMIT TO: L&P FINANCIAL SERVICES CO.
P.O. BOX 198747

ATLANTA GA 30384-8747

STMTC KAG1

EXHIBIT "A"

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

LEGGETT & PLATT FINANCIAL :
SERVICES :
vs. : No. 07-724-CD
COZY ACRES :
:

O R D E R

NOW, this 7th day of January, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, February 7, 2008 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Carl A. Belin, Esquire, Chairman

Benjamin S. Blakley, Esquire

Paula M. Cherry, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED 6CC
01/23/08 CIA
JAN 07 2008

(6)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEGGETT & PLATT FINANCIAL
SERVICES,

Plaintiff

CIVIL DIVISION

No. 07 - 724 - CD

vs.

STIPULATION FOR JUDGMENT

COZY ACRES,

Defendant

Filed on Behalf of:

Plaintiff, LEGGETT & PLATT
FINANCIAL SERVICES

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #83274

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

01/12/2012 Atty Dubois
cc
(delivered to us)
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

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

LEGGETT & PLATT FINANCIAL :
SERVICES, :
Plaintiff : No. 07 - 724 - CD
vs. :
COZY ACRES, :
Defendant :
:

STIPULATION FOR JUDGMENT

Plaintiff, Leggett & Platt Financial Services, Plaintiff, through its Attorney, Jeffrey DuBois, Esquire, and Defendant, Cozy Acres, through its Attorneys, Colavecchi & Colavecchi, stipulate and agree as follows:

1. The Court will enter judgment in this action pursuant to this stipulation on request of the parties;
2. The amount of the judgment is Two Thousand Eight Hundred (\$2,800) Dollars; and
3. Defendant agrees to pay installments until amount is paid in full.

Defendant, Cozy Acres, understands that it will give up its right to appeal the judgment, notice and hearing of any default in the terms of the stipulation and entry of judgment or dismissal.

WITNESS:

COLAVECCHI & COLAVECCHI

BY: Paul Colavecchi
PAUL COLAVECCHI, ESQUIRE

J
JEFFREY S. DUBOIS, ESQUIRE
Attorney for Defendant

2-11-08

DATE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEGGETT & PLATT FINANCIAL
SERVICES,

Plaintiff

CIVIL DIVISION

No. 07 - 724 - CD

vs.

ORDER

COZY ACRES,

Defendant

Filed on Behalf of:

Plaintiff, LEGGETT & PLATT
FINANCIAL SERVICES

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #83274

PAUL COLAVECCHI, ESQUIRE
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CLEARFIELD, PA

FILED

11:49 a.m. GK
MAR 11 2008

2 CC TO
William A. Shaw
Prothonotary/Clerk of Courts

ATTY

(R)

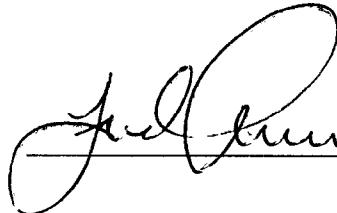
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LEGGETT & PLATT FINANCIAL :
SERVICES, :
Plaintiff : No. 07 - 724 - CD
vs. :
COZY ACRES, :
Defendant :
:

O R D E R

AND NOW, this 3rd day of ~~February~~ ^{March}, 2008, upon
consideration of the foregoing Stipulation for Judgment filed by
Colavecchi & Colavecchi, Attorneys for Leggett & Platt Financial
Services and Jeffrey S. DuBois, Attorney for Cozy Acres, it is the
ORDER of this Court that Judgment be entered in favor of LEGGETT
& PLATT FINANCIAL SERVICES against COZY ACRES in the stipulated
amount of Two Thousand Eight Hundred (\$2,800) Dollars.

BY THE COURT:



Fred J. Purnea
JUDGE

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

LEGGETT & PLATT FINANCIAL :
SERVICES, :
Plaintiff : NO. 07 - 724 - CD
vs. :
COZY ACRES, :
Defendant :
:

STIPULATION FOR JUDGMENT

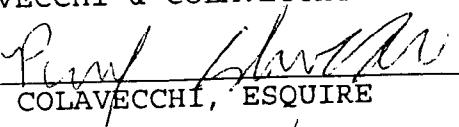
Plaintiff, Leggett & Platt Financial Services, Plaintiff, through its Attorney, Jeffrey DuBois, Esquire, and Defendant, Cozy Acres, through its Attorneys, Colavecchi & Colavecchi, stipulate and agree as follows:

1. The Court will enter judgment in this action pursuant to this stipulation on request of the parties;
2. The amount of the judgment is Two Thousand Eight Hundred (\$2,800) Dollars; and
3. Defendant agrees to pay installments until amount is paid in full.

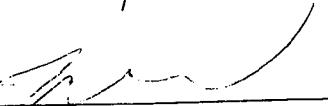
Defendant, Cozy Acres, understands that it will give up its right to appeal the judgment, notice and hearing of any default in the terms of the stipulation and entry of judgment or dismissal.

WITNESS:

COLAVECCHI & COLAVECCHI

BY: 
PAUL COLAVECCHI, ESQUIRE

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JEFFREY S. DUBOIS, ESQUIRE
Attorney for Defendant

2-11-18