

Earthmovers vs Madera Enterprises et al  
2007-1136-CD

07-1136-CD  
Earthmovers vs Madera Enterprise

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

EARTHOVERS UNLIMITED, INC.,

Plaintiff

\*

-VS-

\*

Docket No. 2007- 1136 -CD

MADERA ENTERPRISES, INC.,  
a Corporation, and  
JOSEPH A. ROBISON,  
an Individual,

\*

Defendants

\*

Type of pleading:  
COMPLAINT

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. no. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED 4 CC  
07/19/2007 Atty  
JUL 19 2007 Atty  
Atty pd \$85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

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

EARTHOVERS UNLIMITED, INC.,

Plaintiff

\*

-vs-

\*

Docket No. 2007- -CD

MADERA ENTERPRISES, INC.,  
a Corporation, and  
JOSEPH A. ROBISON,  
an Individual,

\*

Defendants

\*

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007- -CD

MADERA ENTERPRISES, INC.,  
a Corporation, and  
JOSEPH A. ROBISON,  
an Individual,

\*

\*

Defendants

\*

**COMPLAINT**

COMES NOW, Plaintiff Earthmovers Unlimited, Inc. (Earthmovers), by and  
through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Complaint as  
follows:

1. Plaintiff is Earthmovers Unlimited, Inc. (Earthmovers), a Pennsylvania corporation, with its principal of business at P. O. Box 187, Kylertown, Clearfield County, Pennsylvania 16847.
2. Defendant Madera Enterprises, Inc. (Madera) is a Pennsylvania business corporation, with an address of P. O. Box 494, Madera, PA 16661; Defendant Joseph A. Robison (Robison) is an individual who is the president of Madera Enterprises, Inc., and who resides in Clearfield County, Pennsylvania, with a mailing address of P. O. Box 494,

Madera, PA 16661, who is generally located on a daily basis at the operations of Madera, and who purportedly has a personal address of 2072 Banion Road, Madera, PA 16661.

3. Earthmovers engages in a variety of business practices, which cause it to accumulate, use and in turn offer for sale certain heavy duty off-road construction and earthmoving equipment.

4. Madera is in the coal mining business, and requires heavy duty equipment in order to conduct its operations.

5. On or about September 30, 2005, Earthmovers, Madera and Robison individually entered into a certain sales agreement wherein Earthmovers sold to Madera and Robison a Dresser loader, Model No. 570C, Serial No. 5002, and three Komatsu off-highway trucks, Model HD785-1, Serial No. 1185, 1238 and 1239, with the aforesaid equipment referred to collectively as "said equipment".

6. The purchase price for the said equipment was \$205,000.00, with Earthmovers agreeing to handle the financing covering defendants' acquisition of said equipment.

7. Attached hereto as Exhibit A is a copy of the loan agreement covering the September 30, 2005 transaction between the parties.

8. In conjunction with the loan agreement the parties signed, defendants also signed a commercial Promissory Note providing for payment of \$205,000.00 to Earthmovers. Attached hereto as Exhibit B is a true and correct copy of the Promissory Note.

9. Defendants made certain payments under the September 30, 2005 Promissory Note covering \$205,000.00 they owe to Earthmovers, but they have failed to continue making payments, with the last payment having been made on or about February 2, 2007. Attached hereto as Exhibit C is a true and correct copy of the ledger which plaintiff maintains showing the payments defendants made.

10. Plaintiff has made repeated written, verbal and in person requests of defendants that they make payment of the Promissory Note as required, but defendants have failed and refused to do so.

11. Attached hereto as Exhibit D is a summary showing the payments that remain due and owing to Earthmovers.

12. Plaintiff would point out that under the Promissory Note signed by defendants, that when defendants are in default, the interest rate shall be set at 12%, thereby establishing that from the time of default through the present time, the interest rate on the unpaid balance owed is set at 12%.

13. Plaintiff would also point out that there is a late charge of 12% (1% per month) of the payment that is in default.

14. The terms of the Promissory Note have a clause providing that upon a default, the full balance of the note is due immediately.

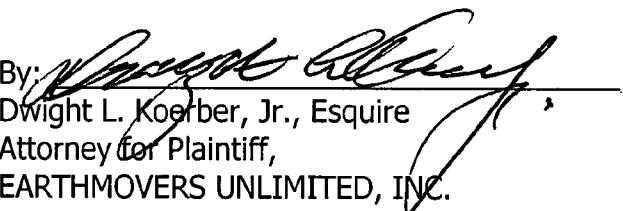
15. As shown by the calculation set forth in Exhibit D, the interest and principal which defendants owe under the Promissory Note are \$87,884.49.

16. In addition to the sum of money set forth in Exhibit D, defendants are required to make payment of attorney's fees, as paragraph 5 of the September 30, 2005 loan agreement specifically requires defendants to pay plaintiff's attorney's fees. These fees, based upon a commission charge of 10% of the balance due, amount to \$8,788.45.

17. Defendants are indebted to plaintiff in the amount of \$87,884.49, plus continuing interest at 12% per annum from July 18, 2007.

WHEREFORE, Plaintiff Earthmovers Unlimited, Inc. prays that judgment be entered in its favor and against defendants in the amount of \$96,672.94, plus continuing interest at 12% from July 18, 2007.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff,  
EARTHMOVERS UNLIMITED, INC.

**VERIFICATION**

I certify that the statements made in the foregoing document 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.

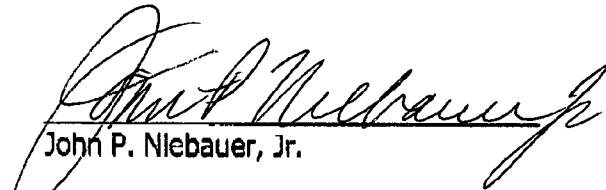
  
John P. Niebauer, Jr.  
DATED: 7-13-2007

EXHIBIT A

Attached hereto is a true and correct copy of the loan agreement covering the September 30, 2005 transaction between the parties.

## LOAN AGREEMENT

THIS AGREEMENT is by and between EARTHMOVERS UNLIMITED, INC. of P.O. Box 187, Kylertown, PA 16847

-AND-

MADERA ENTERPRISES INC. a Pennsylvania business corporation with an address of P.O. Box 494, Madera, PA 16661 and the individual owners of said corporation, Joseph A. Robison and Lindsey A. Robison, all of which are collectively referred to as Borrower.

1. Sale of Equipment - Sale of Dresser Loader Model 570C, Serial No. 5002 and Three (3) Komatsu Off-Highway Trucks, Model HD785-1, S/N 1185, 1238 and 1239, which Lender is transferring to Borrower. Lender warrants that it holds good and marketable title to the said equipment, and that the equipment is transferred free and clear of liens.
2. Purchase Price - The purchase price is \$205,000.00. The payment of the purchase price shall be handled through financing between Lender and Borrower, at an interest rate of 6.95% per annum, amortized over 24 months. There shall be a total of \$9,173.73 payments, with the first payment being made at the time of the signing of this Loan Agreement. The second payment shall then begin 30 days after the date of this Agreement, with each payment being made on the date each month which corresponds with the date of the signing of this Agreement.
3. Costs of Transaction - Borrower shall pay the entire cost of this transaction, including any and all transfer fees and shall also pay the cost of document preparation and legal representation of Lender. The invoice covering such charges shall be paid at the time of closing. Borrower hereby warrants that it is entitled to an exemption from paying sales tax, but acknowledges that if there is any tax applicable to this transaction, that it shall be responsible for full payment of the same.
4. Security - Borrower shall grant a security interest in the said Dresser Loader Model 570C and Komatsu Off-Highway Trucks to serve as collateral to insure full payment of the loan covering the purchase price. A UCC-1 filing statement shall be filed on or before the time of closing so as to perfect lender's security interest in the said equipment. Borrower shall maintain property damage insurance covering the equipment at all times during the period of time that a balance is owed to Lender under this Loan Agreement for the purchase price. Such insurance shall cover, as a minimum, the unpaid balance of the loan between the parties and shall name as the loss beneficiary Lender and its assigns.
5. Remedies Upon Default - In the event that the Borrower fails to make payment as required, Lender shall have the right to repossess the said Dresser Loader Model

570C and Komatsu Off-Highway Trucks, without notice and without the requirement of any prior Court Order of Consent from Borrower. In addition, if a default occurs in making timely payment, Borrower shall be responsible for paying all costs of collection, including attorneys' fees, which Lender incurs in pursuing its right under this Loan Agreement and under the Promissory Note to be signed contemporaneously herewith.

6. **Closing** – Closing shall occur at a time mutually acceptable to the parties, at Lender's facilities. At the time of closing, Borrower shall execute the following documents:
  - a. Loan Agreement
  - b. Promissory Note
  - c. Security Agreement
  - d. Acceptance of Bill of Sale
7. **Additional Duties of Borrower** – At the time of settlement, in addition to executing the documents listed above, Borrower shall furnish the following:
  - a. Certificate of Insurance showing that the property damage insurance is in place on the said Dresser Loader Model 570C and Komatsu Off-Highway Trucks, naming Lender as Loss Payee.
  - b. Certificate of Exemption for Sales Tax.
  - c. Payment of Invoice for fees and costs of transaction.
  - d. Check in the amount of \$9,173.73 covering the first payment under Promissory Note.
  - e. Copy of the Articles of Incorporation of Madera Enterprises Inc.
8. **Enforcement of Terms** – The parties agree that any litigation pertaining to this Agreement or the documents arising out of this Loan Agreement shall occur only before the Court of Common Pleas of Clearfield County, Pennsylvania.
9. **Further Assurances** – Borrower, from time to time, shall execute such further documents as Lender may reasonably request to further confirm and assure the interests and rights created or intended to be created in favor of Borrower under the loan documents issued now and at the time of closing.

IN WITNESS WHEREOF, the parties hereunto have set forth their signatures on the date set forth below, doing so with the intention of being legally bound.

LENDER: Earthmovers Unlimited, Inc.

BORROWER: Madera Enterprises, Inc.

By: Diane A. Niebauer  
Diane A. Niebauer, President

Date: Sept. 8, 2005

By: J. A. Robison  
Joseph A. Robison, President

By: Lindsey A. Robison  
Lindsey A. Robison, Secretary

Date: Sept. 30, 05

J. A. Robison  
Joseph A. Robison, Individually

Date: \_\_\_\_\_

Lindsey A. Robison  
Lindsey A. Robison, Individually

Date: \_\_\_\_\_

**EXHIBIT B**

Attached hereto is a true and correct copy of the Promissory Note signed by defendants.

### COMMERCIAL PROMISSORY NOTE

|  |                  |  |        |
|--|------------------|--|--------|
| NAME(S) / ADDRESS(ES) OF BORROWER(S) ("Borrower, L. My or Me")   |                  | NAME / ADDRESS OF LENDER (CREDITOR) ("Lender, You, or Your")       |        |
| Madera Enterprises Inc.,<br>Joseph A. Robison, and<br>Lindsey A. Robison<br>P.O. Box 494<br>Madera, PA 16661 |                  | Earthmovers Unlimited, Inc.<br>P.O. Box 187<br>Kylertown, PA 16847 |        |
| NOTE NUMBER  | TRANSACTION DATE | MATURITY DATE  | OFFICE |

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a  are applicable only if the  is marked.

\$ 205,000.00

**PRINCIPAL AMOUNT** Two Hundred Five Thousand Dollars.

**PAYMENT SCHEDULE:**  in 24 installments of \$9,173.73  plus interest and payable  including interest  
 interest only starting 30 days after the date this  monthly  quarterly  
  
 interest, principal and other charges due on Maturity Date.  
 other payment schedule

This loan is subject to  A fixed interest rate of 6.95 % per annum.  A variable simple interest rate, which is  
 % greater than:  equals to:  % less than: the following index:

| Total Variable Simple Interest Rate | Present Variable Index Rate | Minimum Interest Rate | Maximum Interest Rate | Interest Rate Change With Notice |
|-------------------------------------|-----------------------------|-----------------------|-----------------------|----------------------------------|
| %                                   | %                           | %                     | %                     |                                  |

Interest will be calculated on the unpaid balance for the actual days outstanding on a:  365/365 Day Basis.  1 Day Basis.  Day Basis.

% in excess of the index.

**DEFAULT RATE:** If in default the interest rate shall be:  12 % per annum.   
**LATE CHARGE:** If Borrower is more than 5 days late in making any payment, in addition to such payment, Borrower will pay a late charge of:

the lesser of  the greater of  an amount equal to  or  12 % of the payment in default.

**PAYABLE ON DEMAND:**  Payment is due upon demand.  Payment is due upon demand, but in any event, not later than Maturity Date.  
**LINE OF CREDIT:**  If this Note is not in default, Lender may make advances and readvances (used and unused) on a continuing basis up to the Principal Amount.

Additional Note Provisions:

At the time of closing, Borrower shall make prepayment of the first payment totalling \$9,173.73 with the next payment due 30 days after the date note is signed.

#### WARRANTY OF ATTORNEY/CONFESSION OF JUDGEMENT

This warranty of attorney/confession of judgement may be exercised from time to time for separate sums as or after they become due. Borrower knowingly, voluntarily and intentionally waives any and all rights Borrower may have to notice and hearing under state and federal laws prior to entry of a judgement, but retains any rights to subsequent notice and hearing under Pennsylvania's rules of Civil Procedure pertaining to Confession of Judgment for Money.

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

security for this Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) noted below:

security agreement dated

mortgage, deed of trust, trust deed or security deed dated

other

#### ADDITIONAL PROVISIONS

This Note is secured by a security agreement, mortgage, or loan agreement of even or previous date, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender declare the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and to any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

The Default Rate shown on page one will be applied to all periods of time in which a default exists. If the interest rate on this note is tied to an index stated on page one, that index is used solely to establish a basis from which the actual rate of interest payable under this Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected index, if that index ceases to exist, Lender may substitute a similar index which will become the index.

If this Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Note according to specified terms shall constitute a default.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees. If this Note is secured, then upon default in payment or in the terms of this agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions. If permitted by law, Borrower waives any otherwise required notice of: presentment; demand; acceleration; and, intent to accelerate.

This Note is governed by the laws of the state in which it is written except to the extent that federal law controls.

#### SIGNATURES

The Borrower expressly agrees to all of the provisions herein and signifies same by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date and year shown below.

Madara Express, Inc.

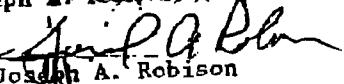
By:   
Joseph A. Robison  
President

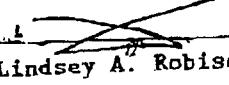
By:   
Lindsey A. Robison  
Secretary

9/30/05

Date

Both  
Joseph A. Robison, Lindsey A. Robison, Individually

By:   
Joseph A. Robison

By:   
Lindsey A. Robison

9/30/05

Date

Date

EXHIBIT C

Attached hereto is a true and correct copy of the ledger maintained by plaintiff.

Dresser 570-C

Serial No. 5002

24 Pmts. of \$9,173.73 = 220,169.52

| Pmt No. | Check No. | Date       | Amount     |
|---------|-----------|------------|------------|
| 1       | 1498      | 9/30/2005  | \$9,173.73 |
| 2       | 1551      | 10/31/2005 | \$9,173.73 |
| 3       | 1623      | 12/5/2005  | \$9,173.73 |
| 4       | 1659      | 12-15-2005 | \$9,173.73 |
| 5       | 1798      | 2-15-2006  | \$9,173.73 |
| 6       | 1904      | 3-15-2006  | \$9,173.73 |
| 7       | 1973      | 4-28-2006  | \$9,173.73 |
| 8       | 2056      | 6-07-2006  | \$9,173.73 |
| 9       | 2182      | 8-31-2006  | \$9,173.73 |
| 10      | 2183      | 8-31-2006  | \$9,173.73 |
| 11      | 2330      | 12-4-2006  | \$9,173.73 |
| 12      | 2320      | 12-4-2006  | \$9,170.79 |
| 13      | 2373      | 1-4-2007   | \$9,173.75 |
| 14      | 2423      | 2-2-2007   | \$9,173.75 |
| 15      | 2423      | 2-2-2007   | \$9,173.75 |
| 16      |           |            |            |
| 17      |           |            |            |
| 18      |           |            |            |
| 19      |           |            |            |
| 20      |           |            |            |
| 21      |           |            |            |
| 22      |           |            |            |
| 23      |           |            |            |
| 24      |           |            |            |

Invoice Date: 12-30-06  
 Invoice Date: 1-31-07  
 Invoice Date: 2-28-07  
 Invoice Date: 3-31-07  
 Invoice Date: 4-30-07

**EXHIBIT D**

Attached hereto is a summary showing the payments that remain due and owing.

Madera Enterprises, Inc.

\* For the purpose of simplifying the accountin', Plaintiff has not recalculated the interest rate, but reserves the right to do so.

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

Earthmovers Unlimited, Inc.,  
Plaintiff

\*

Vs.

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc., a  
Corporation and Joseph A. Robison,  
An Individual

\*

Defendants

\*

Type of Pleading:  
Motion to Compel Sheriff to  
Process Return of Service

Filed on Behalf of:

Plaintiff:

Earthmovers Unlimited, Inc.

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**  
01/12/2007  
SEP 07 2007  
4CC Atty Koerber  
6W

William A. Shaw  
Prothonotary/Clerk of Courts

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

Earthmovers Unlimited, Inc., \*  
Plaintiff  
\*  
Vs. Docket No. 2007-1136-CD  
\*  
Madera Enterprises, Inc., a \*  
Corporation and Joseph A. Robison,  
An Individual  
\*  
Defendants \*

## **MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

COMES NOW, Earthmovers Unlimited, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the Return of Service in this case.

1. On July 19, 2007, Plaintiff filed its Complaint in this matter.
2. The Complaint filed herein seeks to obtain a judgment in the amount of \$96,672.94, covering the cost of certain off-road trucks and a loader which Plaintiff sold to Defendants. The matter of obtaining a judgment is of most importance to Plaintiff, as Plaintiff's investigation of this matter shows that Defendants have discontinued their operations and are selling off their equipment.

3. The Complaint was served upon Defendants by the Clearfield County Sheriff on July 26, 2007, by delivering certified copies to Lindsay Robison, who is secretary of the company and is also wife of Joseph Robison.

4. Pursuant to Pa. R.C.P. 405(a) when a service of original process has been made, the Sheriff ". . . shall make a return of service forthwith."

5. On August 31, 2007, Plaintiff, through the undersigned legal counsel, attempted to file a Praecept with the Prothonotary's Office, directing that judgment be entered in favor of the Plaintiff.

6. Attached hereto as Exhibit A is a true and correct copy of the Praecept which Plaintiff sought to have filed.

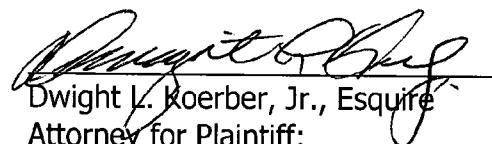
7. The Prothonotary's Office refused to accept the Praecept for Judgment, stating that it could not enter judgment because a Return of Service had not been filed by the Sheriff.

8. At present, the Sheriff's Office is substantially in arrears in filing Writs of Service, with there being an approximate 2 – 3 months time lag between the time of service and the filing of a proof of service.

9. Plaintiff is being substantially harmed by the delay in filing a proof of service herein by the Sheriff's Office, as the delay in filing the proof of service has prevented Plaintiff from having judgment entered in its favor and in turn from enabling Plaintiff to exercise those rights and privileges that are available under the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order compelling the Office of the Sheriff of Clearfield County to process the Return of Service herein and to immediately file proof of service with the Prothonotary's Office.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.

**EXHIBIT A**

Attached hereto as Exhibit A is a true and correct copy of the P  
Judgment.

14  
CERTIFIED COPY

Law Office  
DWIGHT L. KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. Box 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC.,  
A Corporation, and  
JOSEPH A. ROBISON,  
An Individual,  
Defendants

\*

\*

\*

Type of pleading:  
PRAECIPE TO ENTER JUDGMENT

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

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

\*

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-VS-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC.,  
A Corporation, and  
JOSEPH A. ROBISON,  
An Individual,  
Defendants

\*

\*

\*

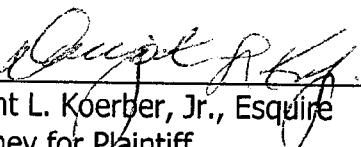
**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

Pursuant to the provisions of Pa.R.C.P. §237.1, please enter default judgment in favor of Plaintiff Earthmovers Unlimited, Inc. against Defendants Madera Enterprises, Inc. and Joseph A. Robison for the sum of \$96,672.94, plus interest and costs of suit. A Certificate of Service of Notice of Default Judgment is attached hereto.

Respectfully submitted,

By:

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff,  
EARTHMOVERS UNLIMITED, INC.

DATE: August 31, 2007

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC.,  
A Corporation, and  
JOSEPH A. ROBISON,  
An Individual,

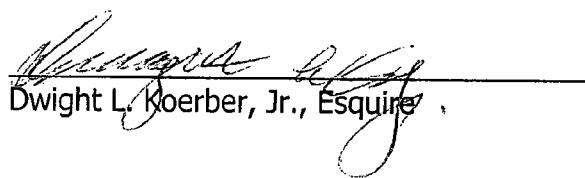
\*

Defendants

\*

**CERTIFICATION OF SERVICE OF**  
**A NOTICE OF DEFAULT JUDGMENT**

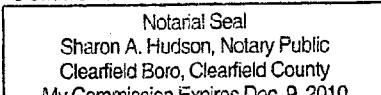
DWIGHT L. KOERBER, JR., ESQUIRE, counsel for plaintiff herein, being duly sworn according to law, deposes and states that the Notice of Intention to Take Default Judgment was mailed to Defendants Madera Enterprises, Inc. and Joseph A. Robison by United States First Class Mail on August 20, 2007. Attached hereto is a copy of the said notice.

  
Dwight L. Koerber, Jr., Esquire

Sworn to and subscribed  
Before me this 31<sup>st</sup> day  
Of August, 2007.

Sharon A. Hudson  
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

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

\*

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC.,  
a Corporation, and  
JOSEPH A. ROBISON,  
an Individual,

\*

Defendants

\*

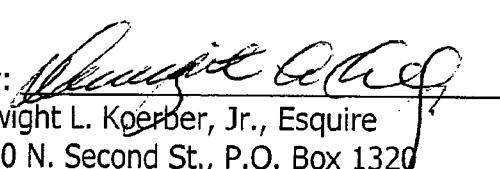
TO: MADERA ENTERPRISES, INC.  
P. O. Box 494  
Madera, PA 16661

DATE OF NOTICE: August 20, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED  
OF YOU IN THIS CASE. 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.

Court Administrator  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-9611

By:   
Dwight L. Koerber, Jr., Esquire  
110 N. Second St., P.O. Box 1320  
Clearfield, PA 16830  
814-765-9611

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

Earthmovers Unlimited, Inc.,  
Plaintiff

\*

Vs.

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc., a  
Corporation and Joseph A. Robison,  
An Individual

\*

Defendants

\*

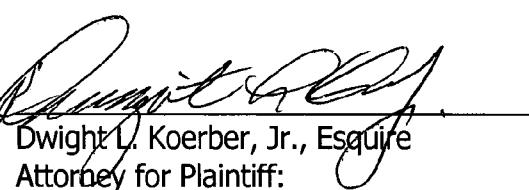
**CERTIFICATE OF SERVICE**

1 DCK

This is to certify that on the 6<sup>th</sup> day of September 2007 the undersigned  
served a true and correct copy of the MOTION TO COMPEL SHERIFF TO PROCESS  
RETURN OF SERVICE via United States First Class Mail upon the following:

Madera Enterprises, Inc.  
P.O. Box 494  
Madera, PA 16661

Mr. Joseph A. Robison  
P.O. Box 494  
Madera, PA 16661

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.

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

Earthmovers Unlimited, Inc.,  
Plaintiff

\*

vs.

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc., a  
Corporation and Joseph A. Robison,  
An Individual

## Defendants

\*

## ORDER

AND NOW THIS 7 day of September 2007, upon consideration of the Motion to Compel Sheriff to Process Return of Service filed by the Plaintiff, it is the Order and Decree of this Court that the Sheriff of Clearfield County shall file forthwith proof of service covering the original service that his staff has effected upon Defendants in this matter.

By the Court:

By the Court:

FILED 4CC  
04/00/07 Atty Koerber  
SEP 07 2007

William A. Shaw *ICOSheriff*  
Prothonotary/Clerk of Courts *(without memo)*  
*(GR)*

**FILED**

**SEP 07 2007**

Probationary Clerk of Courts  
William A. Sharrow

DATE: 9/7/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103007  
NO: 07-1136-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: EARTHMOVERS UNLIMITED, INC.

VS.

DEFENDANT: MADERA ENTERPRISES, INC. a corp. and JOSEPH A. ROBISON, an Ind.

**SHERIFF RETURN**

---

NOW, July 26, 2007 AT 10:58 AM SERVED THE WITHIN COMPLAINT ON MADERA ENTERPRISES, INC. a corp. DEFENDANT AT 2072 BANION ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINSEY ROBISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
012-0076N  
SEP 10 2007  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103007  
NO: 07-1136-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: EARTHMOVERS UNLIMITED, INC.

VS.

DEFENDANT: MADERA ENTERPRISES, INC. a corp. and JOSEPH A. ROBISON, an Ind.

**SHERIFF RETURN**

---

NOW, July 26, 2007 AT 10:58 AM SERVED THE WITHIN COMPLAINT ON JOSEPH A. ROBISON, an ind. DEFENDANT AT 2072 BANION ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINSEY ROBISON, 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 # 103007  
NO: 07-1136-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: EARTHMOVERS UNLIMITED, INC.

VS.

DEFENDANT: MADERA ENTERPRISES, INC. a corp. and JOSEPH A. ROBISON, an Ind.

**SHERIFF RETURN**

---

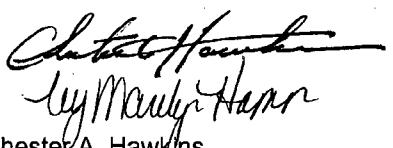
RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | KOERBER | 3170    | 20.00  |
| SHERIFF HAWKINS | KOERBER | 3170    | 44.78  |

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

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

EARTHOVERS UNLIMITED, INC.,  
Plaintiff

-vs-

MADERA ENTERPRISES, INC.,  
A Corporation, and  
JOSEPH A. ROBISON,  
An Individual,  
Defendants

\*

\*

\*

\*

\*

Docket No. 2007-1136-CD

Type of pleading:  
PRAECIPE TO ENTER JUDGMENT

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED *GK*  
09/26/07 20.00  
SEP 10 2007 2cc & Statement  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Atty  
iCC & Notice  
to Defs.

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

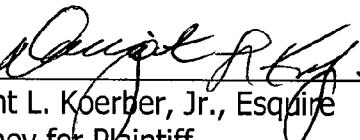
\*  
EARTHMOVERS UNLIMITED, INC., \*  
Plaintiff \*  
  
-vs- \* Docket No. 2007-1136-CD  
  
MADERA ENTERPRISES, INC., \*  
A Corporation, and \*  
JOSEPH A. ROBISON, \*  
An Individual, \*  
Defendants \*

**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

Pursuant to the provisions of Pa.R.C.P. §237.1, please enter default judgment in favor of Plaintiff Earthmovers Unlimited, Inc. against Defendants Madera Enterprises, Inc. and Joseph A. Robison for the sum of \$96,672.94, plus interest and costs of suit. A Certificate of Service of Notice of Default Judgment is attached hereto.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff,  
EARTHMOVERS UNLIMITED, INC.

DATE: August 31, 2007

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC.,  
A Corporation, and  
JOSEPH A. ROBISON,  
An Individual,  
Defendants

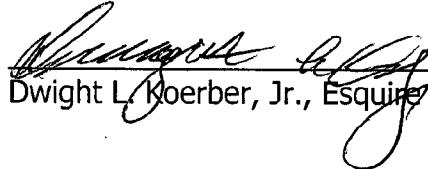
\*

\*

\*

**CERTIFICATION OF SERVICE OF**  
**A NOTICE OF DEFAULT JUDGMENT**

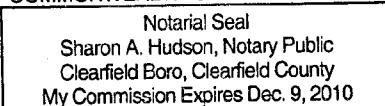
DWIGHT L. KOERBER, JR., ESQUIRE, counsel for plaintiff herein, being duly sworn according to law, deposes and states that the Notice of Intention to Take Default Judgment was mailed to Defendants Madera Enterprises, Inc. and Joseph A. Robison by United States First Class Mail on August 20, 2007. Attached hereto is a copy of the said notice.

  
Dwight L. Koerber, Jr., Esquire

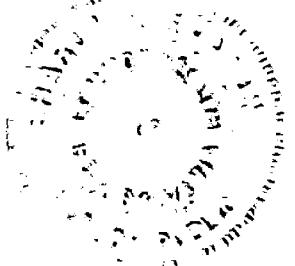
Sworn to and subscribed  
Before me this 31<sup>st</sup> day  
Of August, 2007.

  
Sharon A. Hudson  
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries



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

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

-vs-

MADERA ENTERPRISES, INC.,  
a Corporation, and  
JOSEPH A. ROBISON,  
an Individual,  
Defendants

\*

\*

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Docket No. 2007-1136-CD

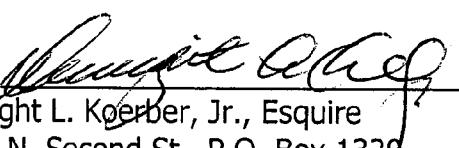
TO: MADERA ENTERPRISES, INC.  
P. O. Box 494  
Madera, PA 16661

DATE OF NOTICE: August 20, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED  
OF YOU IN THIS CASE. 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.

Court Administrator  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-9611

By:   
Dwight L. Koerber, Jr., Esquire  
110 N. Second St., P.O. Box 1320  
Clearfield, PA 16830  
814-765-9611

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPY

CIVIL DIVISION

Earthmovers Unlimited, Inc.

Vs.

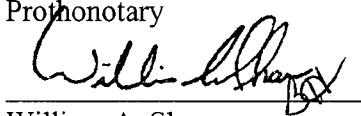
No. 2007-01136-CD

Madera Enterprises, Inc. and Joseph A. Robison

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$96,672.94 on September 10, 2007.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

COPY

Earthmovers Unlimited, Inc.  
Plaintiff(s)

No.: 2007-01136-CD

Real Debt: \$96,672.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Madera Enterprises, Inc.  
Joseph A. Robison  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 10, 2007

Expires: September 10, 2012

Certified from the record this 10th day of September, 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 OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

-vs-

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

-vs-

FORCEY COAL, INC.,  
Garnishee

\*

\*

\*

\*

\*

\*

Docket No. 2007-1136-CD

Type of pleading:  
PRAECIPE FOR WRIT OF  
EXECUTION

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED Atty pd  
03/10/2011 \$0.00  
APR 18 2011 ICC Atty  
BLO  
William A. Shaw  
Prothonotary/Clerk of Courts  
Leccia Writs  
to Sheriff

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

EARTHOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

\*

-vs-

\*

FORCEY COAL, INC.,  
Garnishee

\*

\*

WRIT OF EXECUTION

**NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the addressed noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, 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.

COURT ADMINISTRATOR  
Clearfield County  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

\*

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

\*

-vs-

FORCEY COAL, INC.,  
Garnishee

\*

\*

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

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

\*

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-VS-

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

\*

-VS-

FORCEY COAL, INC.,  
Garnishee

\*

\*

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above named defendant, claim exemption of property from attachment:

1. From my personal property in the possession which has been attached,

(a) I desire that my \$300 statutory exemption be

      (i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_

      (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemptions (specify property and basis of exemptions):  
\_\_\_\_\_

2. From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption:

\_\_\_\_ in cash; \_\_\_\_ in kind (specify property):

(b) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
\_\_\_\_\_  
(address and telephone number).

I verify that the statements made in this Claim for Exemption 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.

\_\_\_\_\_  
(Defendant)

DATE: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE  
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 15830  
(814) 765-2641

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-VS-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

\*

-VS-

FORCEY COAL, INC.,  
Garnishee

\*

\*

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter,

1. Directed to the Sheriff of Clearfield County, Pennsylvania,
2. Against Madera Enterprises, Inc. and Joseph A. Robison, defendants, and
3. Against Forcey Coal, Inc., Garnishee,
4. And index this Writ against Madera Enterprises, Inc. and Joseph A. Robison, Defendants, and against Forcey Coal, Inc., Garnishee, against the proceeds payable to defendants as follows:

All lease proceeds and royalty payments made thereon, and any and all other monies owed to Defendants, jointly and separately, by Garnishee.

5. Amount due: \$96,672.94

\$17,884.51 (6% interest from 09/10/07 to 04/10/11)

And costs (to be added)

Prothonotary: 125.00

Sheriff

Respectfully submitted,

By:

Dwight L. Koerber, Jr., Esquire

Attorney for Plaintiff,

EARTHMOVERS UNLIMITED, INC.

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-VS-

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

-VS-

\*

FORCEY COAL, INC.,  
Garnishee

\*

\*

WRIT OF EXECUTION

COMMONWEATH OF PENNSYLVANIA:

:SS:

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against Madera Enterprises, Inc. and Joseph A. Robison, defendants,

1. you are directed to attach the property of the defendants in the possession of Forcey Coal, Inc., Garnishee, all assets held in the names of the defendants, pertaining to a lease and royalties owed to Defendant Madera Enterprises, Inc. or Defendant Joseph A. Robison by Garnishee Forcey Coal, Inc., and to notify the Garnishee that

(a) an attachment has been issued:

(b) except as provided in paragraph (c), the Garnishee is enjoined from paying any debt to or for the account of the defendants and from delivering any proper of the defendants or otherwise disposing thereof:

(c) the attachment shall not include

(i) the first \$10,000 or each account of the defendants with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from executive, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendants with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendants with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$200 in all accounts shall not be subject to levy and attachment as determined by the execution officer. The funds shall be set aside pursuant to the defendants' general exemption provided in 42 Pa.C.S. §8123.

3. if property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

4. Amount due: \$96,672.94  
\$17,884.51

And costs (to be added)

Prothonotary: 125.00  
Sheriff :

CLEARFIELD COUNTY PROTHONOTARY

By: William Ober 4/18/11  
301

Seal of the Court

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

\*

\*

-vs-

FORCEY COAL, INC.,  
Garnishee

\*

\*

AFFIDAVIT OF RESIDENCE OF GARNISHEE

COMMONWEALTH OF PENNSYLVANIA:

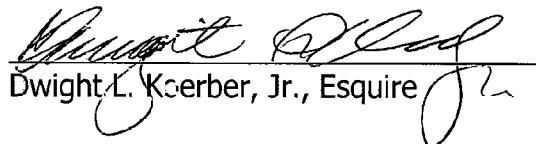
:SS:

COUNTY OF CLEARFIELD

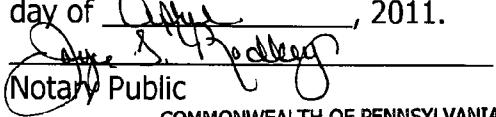
:

DWIGHT L. KOERBER, JR., ESQUIRE, attorney for the above-named plaintiff, being duly sworn according to law, deposes and states that to the best of his knowledge, information and belief, the last known address of the above-named Garnishee is:

Forcey Coal, Inc.  
475 Banion Road,  
P. O. Box 225  
Madera, PA 16661-0225

  
Dwight L. Koerber, Jr., Esquire

Sworn to and subscribed  
before me this 18<sup>th</sup>  
day of October, 2011.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Joyce S. Rodkey, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 21, 2013

Member, Pennsylvania Association of Notaries

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

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

-VS-

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

-VS-

FORCEY COAL, INC.,  
Garnishee

Docket No. 2007-1136-CD

\*

\*

\*

\*

\*

\*

AFFIDAVIT OF RESIDENCE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA:

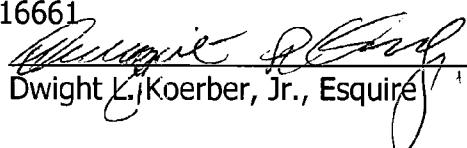
:SS:

COUNTY OF CLEARFIELD

:

DWIGHT L. KOERBER, JR., ESQUIRE, attorney for the above-named plaintiff, being duly sworn according to law, deposes and states that to the best of his knowledge, information and belief, the last known address of the above-named defendants is:

Mr. Joseph A. Robison  
Madera Enterprises, Inc.  
2072 Banion Road  
Madera, PA 16661

  
Dwight L. Koerber, Jr., Esquire

Sworn to and subscribed  
before me this 18<sup>th</sup>  
day of April, 2011.

Joyce S. Rodkey  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

|                                     |
|-------------------------------------|
| Notarial Seal                       |
| Joyce S. Rodkey, Notary Public      |
| Clearfield Boro, Clearfield County  |
| My Commission Expires Oct. 21, 2013 |

Member, Pennsylvania Association of Notaries

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

EARTHOVERS UNLIMITED, INC.,  
Plaintiff

-VS-

MADERA ENTERPRISES, INC. AND  
JOSEPH A. ROBISON,  
Defendants

-VS-

FORCEY COAL, INC.,  
Garnishee

\*

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\*

\*

\*

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\*

Docket No. 2007-1136-CD

Type of pleading:  
INTERROGATORIES TO  
GARNISHEE

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

*Boat* **FILED** *03:57 PM* *APR 18 2011* *1CC Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendants had an interest?
5. At any time before or after you were served did the defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefore?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendants or to any person or place pursuant to the defendants' direction or otherwise discharge any claim of the defendants against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendants have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendants have funds on deposit in an account in which funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. To the extent that your above answers depend in whole or in part on documents, account records, lease agreements, other papers, or electronic data, attach a copy of same.

YOU ARE REQUIRED TO RESPOND TO THESE INTERROGATORIES WITHIN TWENTY (20) DAYS OF SERVICE UPON YOU.

Dwight L. Koerber, Jr., Esquire  
KOERBER & CUMMINGS, LLC  
110 North Second Street, P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

To Deputy 4/20/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-1136-CD

EARTHOVERS UNLIMITED, INC.

vs

MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
FORCEY COAL, INC., Garnishee

SERVICE # 1 OF 3

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 07/16/2011 HEARING: PAGE: 108398

DEFENDANT: FORCEY COAL, INC., Garnishee  
ADDRESS: 475 BANION ROAD, PO BOX 225  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED

3:25 pm  
APR 27 2011

William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 4/27/11 AT 9:37 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON FORCEY COAL, INC., Garnishee, DEFENDANT  
BY HANDING TO Connie Smith adm. asst.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 475 Banion rd Madera Pa 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR FORCEY COAL, INC., Garnishee

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FORCEY COAL, INC., Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George F. Dohmen  
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108398

2 of 3

EARTHMOVERS UNLIMITED, INC.

NO. 07-1136-CD

-vs-

MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
TO: FORCEY COAL INC., Garnishee

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

**SHERIFF'S RETURN**

NOW APRIL 28, 2011 MAILED THE WITHIN:

PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION, AFFIDAVIT OF RESIDENCE  
TO: MADERA ENTERPRISES, INC., DEFENDANT  
AT: 2072 BANION ROAD, MADERA, PA. 16661  
IN THE S.A.S.E.

FILED  
03/02/2011  
S MAY 02 2011  
William A. Shar  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108398

3 of 3

EARTHMOVERS UNLIMITED, INC.

NO. 07-1136-CD

-vs-

MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
TO: FORCEY COAL INC., Garnishee

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

**SHERIFF'S RETURN**

NOW APRIL 28, 2011 MAILED THE WITHIN:

PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION, AFFIDAVIT OF RESIDENCE  
TO: MR. JOSEPH A. ROBISON, DEFENDANT  
AT: 2072 BANION ROAD, MADERA, PA. 16661  
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108398  
NO: 07-1136-CD  
SERVICES 3  
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: EARTHMOVERS UNLIMITED, INC.

VS.

DEFENDANT: MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
FORCEY COAL, INC., Garnishee

**SHERIFF RETURN**

---

**RETURN COSTS**

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | KOERBER | 1188    | 30.00  |
| SHERIFF HAWKINS | KOERBER | 1188    | 52.92  |

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2011

So Answers,

*Chester A. Hawkins  
by Marilyn Harr*

Chester A. Hawkins  
Sheriff

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed by:  
Forcey Coal, Inc., Garnishee  
P. C. Box 225  
Madera, PA 16661-0225

**FILED**  
0133701 4cc  
MAY 04 2011 44y  
S William A. Shaw  
Prothonotary/Clerk of Court  
Koerber

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

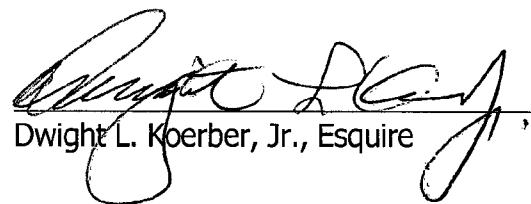
\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 4<sup>th</sup> day of May 2011, the undersigned served a true and correct copy of the Answers to Interrogatories in the above-captioned matter upon counsel for Defendants and counsel for Plaintiff. Such documents were served via United States First Class Mail upon the following:

Jeffrey W. Stover, Esquire  
STOVER, MCGLAUGHLIN, GERACE,  
WEYANDT & MCCORMICK, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823

Dwight L. Koerber, Jr., Esquire  
KOERBER & CUMMINGS, LLC  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

  
Dwight L. Koerber, Jr., Esquire

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

Earthmovers Unlimited, Inc.  
Plaintiff

-vs-

Docket No. 2007-1136-CD

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

-vs-

Forcey Coal, Inc.  
Garnishee

Type of Pleading:  
PETITION

Filed on behalf of:  
PLAINTIFF: Earthmovers Unlimited, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esq.  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED 4cc  
03-3387 MAY 04 2011 Atty Koerber

William A. Shaw  
Prothonotary/Clerk of Courts

GK

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

**PETITION**

COMES NOW, Plaintiff Earthmovers Unlimited, Inc., by and through its attorneys, Dwight L. Koerber, Jr, Esquire, and Koerber & Cummings, LLC, and Petitions this Honorable Court as follows:

1. Petitioner is Earthmovers Unlimited, Inc., Plaintiff in the above-referenced matter.
2. Respondents are the following:
  - (a) Madera Enterprises, Inc. and Joseph A. Robison, are Defendants in the above-captioned matter, both Defendants having an address of 2072 Banion Road, Madera, PA, 16661-9108.
  - (b) Forcey Coal, Inc., is the Garnishee under Writ of Execution filed herein. The address of Forcey Coal, Inc. is 475 Banion Road, P. O. Box 225, Madera, PA 16661-0225.

3. On September 10, 2007, Petitioner entered a judgment against Respondents Joseph Robison and Madera Enterprises, Inc., in the amount of \$96,672.94, plus interests and costs. Attached hereto as Exhibit A is a true and correct copy of that judgment.

4. On April 18, 2011, Petitioner filed a Writ of Execution in this matter.

5. On April 18, 2011, Petitioner also served upon Forcey Coal, Inc. a set of interrogatories directed to Garnishee, requiring that they disclose the information relative to their property in their possession currently or prospectively, with respect to monies owed to Joseph A. Robison and/or Madera Enterprises, Inc.

6. On May 4, 2011, Forcey Coal, Inc., filed an answer to the interrogatories, indicating that they had entered into a lease with Joseph Robison, through its affiliated company, D & D Mining and Management Corp., covering certain real estate owned by Joseph Robison in Bigler Township, Clearfield County, such property identified in the lease as being K14-103-2, with this being the control number for Bigler Township, with the county tax map number for that property being more correctly stated as K14-000-2.

7. Pennsylvania Rule Pa. R.C.P. 3118 authorizes the Court, upon filing a petition after notice and hearing, to grant certain relief in aid of execution, including the authority to cover payment of royalties, which would be the royalties that are due or would be due in the future under the May 5, 2009 lease between D & D Mining and Management Corp., Forcey Coal's affiliate company, and Joseph A. Robison.

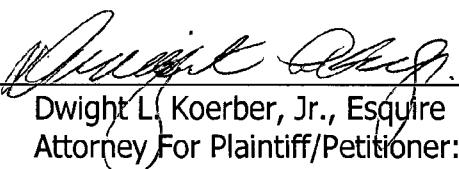
8. Petitioner would acknowledge that currently in place is an order covering certain payment obligations owed to Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc., such order dated July 15, 2010. Attached hereto as Exhibit B is a copy of that order.

9. Petitioner acknowledges that the July 15, 2010 Order represents a claim in priority over its judgment against Defendants dated September 10, 2007. Upon satisfaction of the indebtedness evidenced by the July 15, 2010 Order, Petitioner seeks to have its judgment indebtedness against Defendants herein satisfied through proceeds from the May 5, 2009 lease between Joseph Robison and D & D Mining and Management Corp., affiliate of Forcey Coal, Inc.

WHEREFORE, Petitioner prays that this Honorable Court enter an Order enjoining Garnishee Forcey Coal, Inc. and its affiliated company, D & D Mining and Management Corp. from making any payment to respondent Robison pursuant to the May 5, 2009 lease with Joseph Robison; directing that any royalty payments from that amount be paid to Petitioner to satisfy the amount owed under the September 10, 2007 judgment against Defendants, with interests and costs; and awarding such other relief as this Honorable Court deems just and reasonable.

Respectfully submitted,  
Koerber & Cummings, LLC

By:

  
Dwight L. Koerber, Jr., Esquire  
Attorney For Plaintiff/Petitioner:  
Earthmovers Unlimited, Inc.

**EXHIBIT A**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Earthmovers Unlimited, Inc.

Vs.

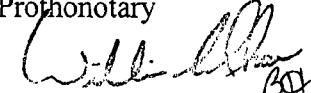
No. 2007-01136-CD

Madera Enterprises, Inc. and Joseph A. Robison

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$96,672.94 on September 10, 2007.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

**EXHIBIT B**

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

|                         |   |
|-------------------------|---|
| QUALITY VENEER          | } |
| CORPORATION, INC. AND   | } |
| CLEARFIELD FACE VENEER, | } |
| INC.,                   | } |
| VS                      | } |
| JOSEPH A. ROBISON       | } |

**ORDER**

NOW, this 15th day of July, 2010, after argument on the Petition for Relief in Aid of Execution filed by the Plaintiffs above named and upon agreement of the parties, it is the ORDER of this Court that said Petition be and is hereby GRANTED. Forcey Coal Company, Inc., as garnishee shall pay to the Plaintiffs any and all amounts, including, but not limited to royalties, advances or for coal actually mined and removed which would otherwise be due and owing to Defendant under a lease agreement between Defendant and the D and D Mining and Management Corporation dated May 5, 2009 and as said lease may be amended or modified from time to time. This Order shall remain in effect for the term of said lease and shall remain in effect for any exception of said lease or until further Order of Court. The Order shall not apply to any

disbursement made to Defendant prior to the date of this  
Order.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

I hereby certify that the original  
and attested copy of the original  
statement filed in this case.

JUL 10 2010

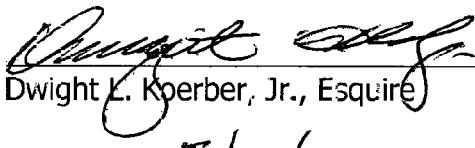
Attest.



William J. Ammerman  
Prothonotary/  
Clerk of Courts

## VERIFICATION

I verify that the facts set forth in the foregoing document are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Dwight L. Koerber, Jr., Esquire

DATED: 5/4/11

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

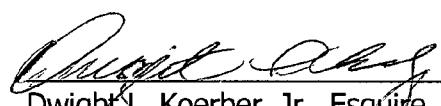
Forcey Coal, Inc.  
Garnishees

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 4<sup>th</sup> day of May 2011, the undersigned served a true and correct copy of the Petition in the above-captioned matter upon counsel for Defendants. Such documents were served via United States First Class Mail upon the following:

Jeffrey W. Stover, Esquire  
STOVER, MCGLAUGHLIN, GERACE,  
WEYANDT & MCCORMICK, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff/Petitioner:  
Earthmovers Unlimited, Inc.

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robiscr,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

Type of Pleading:  
ANSWERS OF FORCEY COAL, INC.,  
GARNISHEE, TO INTERROGATORIES  
IN ATTACHMENT

Filed by:  
Forcey Coal, Inc., Garnishee  
P. O. Box 225  
Madera, PA 16661-0225

FILED 4 CC  
03/33/11  
MAY 04 2011 Amy Koerber  
William A. Shaw  
Prothonotary/Clerk of Courts  
6K

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

**ANSWERS OF FORCEY COAL, INC., GARNISHEE, TO  
INTERROGATORIES IN ATTACHMENT**

Forcey Coal hereby files the within Answer to Interrogatories to Garnishee that were served upon it through document dated April 11, 2011.

1. At the time you were served or at any subsequent time did you owe the defendants any money or were you liable to the defendants on any negotiable or other written instrument, or did the defendants claim that you owed the defendants any money or were liable to the defendants for any reason?

**Answer:** On May 5, 2009, D & D Mining and Management Corp. (D & D) entered into a coal lease agreement with Joseph A. Robison. Attached hereto as Exhibit A is a copy of that agreement. D & D is affiliated with Forcey Coal, Inc., as they are sister corporations with common ownership. Forcey Coal, Inc. is the operating company that obtains permits and engages in coal mining operations, with D & D Mining being the legal entity that acquires ownership of real estate and enters into coal mining leases that are used in conjunction with the Forcey Coal operations.

By further way of explanation, our investigation into the property covered by our lease with Joseph Robison shows that the real estate which Mr. Robison owns in Bigler Township, which is the subject of our lease with him, is correctly identified as Clearfield County tax map number K14-000-2, with K14-103-2 being the control number used by Bigler Township for the property.

Under the terms of the lease, Forcey Coal, through D & D, is obligated to make yearly minimum payments of \$2,000.00, in the month of May. As of the date of the signing of this agreement, D & D has forwarded a check in the amount of \$2,000.00, representing payment that is owed under the lease, with such payment being presented to either the Internal Revenue Service or to Quality Veneer pursuant to an Order entered by the Court of Common Pleas of Clearfield County on July 15, 2010, in Docket No. 07-596-CD, requiring that such payment be made to Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc.

It is the intention and position of Forcey Coal and D & D that it will comply with all Court Orders and levies that are issued relative to judgments and indebtedness owed by Joseph A. Robison and/or Madera Enterprises, Inc.

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendants?

**Answer:** See answer to question number 1 above.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendants or in which the defendants held or claimed any interest?

**Answer:** See answer to question number 1 above.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendants had an interest?

**Answer:** See answer to question number 1 above.

5. At any time before or after you were served did the defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefore?

**Answer:** See answer to question number 1 above.

6. At any time after you were served did you pay, transfer or deliver any money or property to the defendants or to any person or place pursuant to the defendants' direction or otherwise discharge any claim of the defendants against you?

**Answer:** See answer to question number 1 above.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendants have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

**Answer:** Not applicable.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendants have funds on deposit in an account in which funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.

**Answer:** Not applicable.

9. To the extent that your above answers depend in whole or in part on documents, account records, lease agreements, other papers, or electronic data, attach a copy of same.

**Answer:** See Exhibit A, attached hereto.

Respectfully submitted,

Forcey Coal, Inc., Garnishee  
As verified in attached Verification.

## VERIFICATION

I verify that the foregoing Answers to Interrogatories are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Forcey Coal, Inc.

By: David D. Forcey  
David D. Forcey, President  
Date: 4/29/11

**EXHIBIT A**

## COAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of May, 2009, by and between, Joseph Robinson whose address is, 2072 Banion Road, Madera, PA 16661, hereinafter, referred to as Lessor and party of the first part.

A

N

D

**D & D Mining and Management Corporation**, a corporation of Pennsylvania, having its address as P.O. Box 155, Madera, Pennsylvania 16661, hereinafter referred to Lessee.

WHEREAS: the Lessor herein is the owner, in fee, of property consisting of 87 acres in Bigler Township, Clearfield County, Tax Map # K14-103-2.

WHEREAS: the Lessor is desirous of leasing the said property for the purpose of surface mining.

WHEREAS: the Lessee agrees to remove that portion of the coal which is economical to surface mine and remove from the above mentioned property, under the terms and conditions hereinafter set forth.

NOW THEREFORE: it is agreed by the parties hereto as follows:

1. For and in consideration of the sum of \$1.00, the receipt whereof is hereby acknowledged, the Lessor does hereby grant unto the Lessee the exclusive right and privilege to move upon the property described herein, for the purpose of surface mining and removing said coal.

2. That the Lessor is the owner of this property in fee; therefore the Lessee agrees to pay the Lessor, as royalty, \$3.00 or 10% whichever is greater, fob pit, per net ton of 2000 pounds of coal. Binder, boney and cleanings will be paid at 10%. The weights will be determined by truck scale weights. Such payments shall be payable on or before the 25<sup>th</sup> of each month for coal removed the previous month. A copy of the daily truck weights will accompany each monthly statement.

3. Minimum Royalty: To be paid annually in May upon the execution of the Option Agreement, Lessee shall pay to Lessor the sum of \$2,000.00 per year as advance minimum royalty and shall be recoupable.

4. It is herein agreed that the Lessee may transfer this lease to Forcey Coal Inc., any other transfer or assignment would have to be with written permission by Lessor.

5. Lessee will apply for necessary permits as soon as possible and begin mining as soon as possible after obtaining said permits.

6. Lessee agrees to mine the coal in a workmanlike manner, in full conformance with the specifications set out in the above mentioned permits.

7. Lessee agrees it will protect and save harmless, the Lessor from any damages resulting from any claim whatsoever related to Lessee' operations.

8. Lessee shall be subject to the usual confession of judgment clauses to be effective upon the breach of the lease by the Lessee.

9. Lessor shall have the right to inspection at all times.
10. Lessor shall pay all real estate taxes on the premises during the term of the lease.
11. Lessor has the legal right to lease premises herein described.
12. The term of this lease shall be five (5) years, with the option to renew annually, or as long as there is a permit in the review process with D.E.P., or as long as coal is being mined and removed.
13. This lease agreement shall be binding on the parties hereto, their heirs, personal representatives and assigns.
14. Lessor is leasing no greater interest than acquired at title.
15. Lessee shall provide ninety (90) day notice to the Lessor prior to commencing mining operations for the purpose of removing the timber.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have here set their hands and seals as of the day and year first above mentioned.

WITNESS:

WITNESS:

WITNESS:

LESSOR:

  
Joseph Robinson



David D. Forcey, President

D&D Mining & Management Co

CA

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

EARTHMOVERS UNLIMITED, INC.

Plaintiff

vs.

NO. 2007-1136-CD

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,

Defendants

vs.

FORCEY COAL, INC.

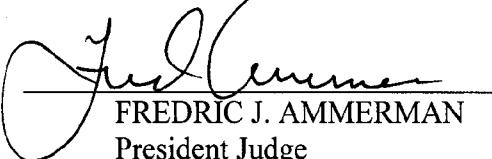
Defendant

**ORDER**

AND NOW, this 5 day of May, 2011, it is the ORDER of the Court that a Hearing on Plaintiff's Petition in the above captioned case shall be and is hereby scheduled for the 9<sup>th</sup> day of June, 2011 at 9:00 o'clock A.M. in Courtroom #1, Court of Common Pleas of Clearfield County, Pennsylvania.

One half hour has been set aside for this hearing.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

5/10/11  
FILED  
MAY 06 2011  
3cc  
Patty Kaerber

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAY 06 2011**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

**DATE: 5/6/11**

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 \_\_\_\_\_ Other \_\_\_\_\_

Special Instructions:

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

Earthmovers Unlimited, Inc. \*

Plaintiff \*

-vs-

Docket No. 2007-1136-CD

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants \*

-vs-

Forcey Coal, Inc.  
Garnishee \*

Type of Pleading:  
Certificate of Service

Filed on Behalf of:  
Plaintiff:  
Earthmovers Unlimited, Inc.

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

*S*  
**FILED**  
05/11/2011 4:44 PM  
MAY 11 2011 ATTY  
WILLIAM A. SHAW  
Koerber  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 6<sup>th</sup> day of May 2011 the undersigned served a true and correct copy of the May 5, 2011 Order via United States First Class Mail upon the following:

Jeffrey W. Stover, Esquire  
STOVER, MCGLAUGHLIN, GERACE,  
WEYANDT & MCCORMICK, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823

*Dwight L. Koerber, Jr.*  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.

**FILED**

**MAN 11 2011**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

Forcey Coal, Inc.  
Garnishee

\*

3CC 1474  
S FILED  
O 3:15pm  
MAY 11 2011  
Koerber

William A. Shaw  
Prothonotary/Clerk of Courts

Type of Pleading:  
Certificate of Service

Filed on Behalf of:  
Plaintiff:  
Earthmovers Unlimited, Inc.

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

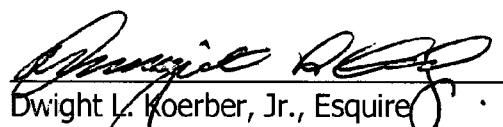
Forcey Coal, Inc.  
Garnishee

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 10<sup>th</sup> day of May 2011 the undersigned served a true  
and correct copy of the May 5, 2011 Order via United States First Class Mail upon the  
following:

David D. Forcey, President  
FORCEY COAL, INC.  
P. O. Box 225  
Madera, PA 16661-0225

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.

CA

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

Type of Pleading:  
MOTION FOR ENTRY OF ORDER

Filed on behalf of:  
PLAINTIFF: Earthmovers Unlimited, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esq.  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED** 4CC  
JUN 8 2011 Attk Koerber  
60  
William A. Shaw  
Prothonotary/Clerk of Courts

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

|  |                         |
|--|-------------------------|
| Earthmovers Unlimited, Inc.                        | *                       |
| Plaintiff  | *                       |
|  | *                       |
| -vs-   | Docket No. 2007-1136-CD |
|  | *                       |
| Madera Enterprises, Inc. and<br>Joseph A. Robison, | *                       |
| Defendants   | *                       |
|  | *                       |
| -vs-   | *                       |
|  | *                       |
| Forcey Coal, Inc.                                  | *                       |
| Garnishee  | *                       |

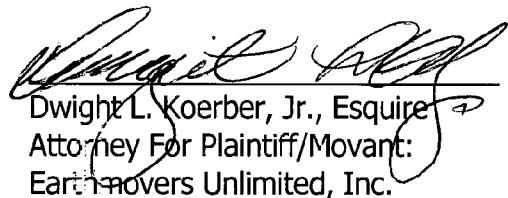
**MOTION FOR ENTRY OF ORDER**

COMES NOW, Movant Earthmovers Unlimited, Inc., by and through its attorneys, Dwight L. Koerber, Jr, Esquire, and Koerber & Cummings, LLC, and requests the entry of the attached Consent Order.

1. Movant is Earthmovers Unlimited, Inc.
2. Respondent is Madera Enterprises, Inc. and Joseph A. Robison, represented by Jeffrey W. Stover, Esquire.
3. The parties have reached a Consent Order resolving all issues.
4. Attached hereto as Exhibit A are signed facsimile copies of the Consents signed by Attorney Stover for Madera Enterprises, Inc. and Joseph A. Robison, and by David Forcey for Forcey Coal, Inc. and D & D Mining and Management Corporation.
5. Movant respectfully requests that the Consent Order, in view of the Consents attached hereto, be entered by This Honorable Court in this matter.

WHEREFORE, Movant prays that its Motion be granted and the attached Order be entered.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire  
Attorney For Plaintiff/Movant:  
Earth Movers Unlimited, Inc.

**EXHIBIT A**

Attached hereto as Exhibit A are the signed facsimile copies of the Consents.

Payment which this Court hereby orders Defendant Joseph A. Robison to make to Plaintiff shall be of an amount to satisfy the judgment which Plaintiff has obtained against Defendant Joseph A. Robison in the amount of \$96,672.94, plus legal interest from September 10, 2007, less the amount of proceeds which Plaintiff gained from the sale of the collateral that pertains to the judgment including allowance for costs of sale and attorney's fees, and less such other credits to which Joseph A. Robison is determined to be entitled.

This order shall remain in effect for the term of the May 5, 2009 lease, until the judgment of September 10, 2007 is satisfied, or until further order of Court.

By the Court,

Frederic J. Ammerman, President Judge

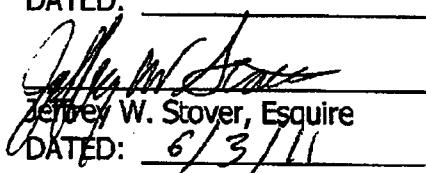
**CONSENT**

We consent to the entry of this Order.

**Madera Enterprises, Inc.**

By: \_\_\_\_\_  
Joseph A. Robison

DATED: \_\_\_\_\_

  
Jeffrey W. Stover, Esquire  
DATED: 6/3/11

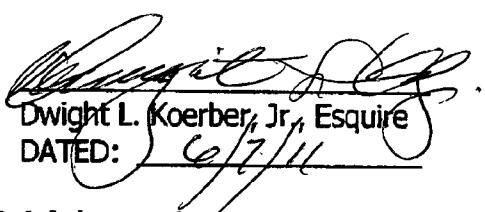
**Earthmovers Unlimited, Inc.**

By: \_\_\_\_\_  
John P. Niebauer, Jr., President  
DATED: \_\_\_\_\_

**Forcey Coal, Inc.**

By: \_\_\_\_\_  
David D. Forcey, President  
DATED: \_\_\_\_\_

Joseph A. Robison, Individually  
DATED: \_\_\_\_\_

  
Dwight L. Koerber, Jr., Esquire  
DATED: 6/7/11

**D & D Mining and Management, Corp.**

By: \_\_\_\_\_  
David D. Forcey, President  
DATED: \_\_\_\_\_

Payment which this Court hereby orders Defendant Joseph A. Robison to make to Plaintiff shall be of an amount to satisfy the judgment which Plaintiff has obtained against Defendant Joseph A. Robison in the amount of \$96,672.94, plus legal interest from September 10, 2007, less the amount of proceeds which Plaintiff gained from the sale of the collateral that pertains to the judgment including allowance for costs of sale and attorney's fees, and less such other credits to which Joseph A. Robison is determined to be entitled.

This order shall remain in effect for the term of the May 5, 2009 lease, until the judgment of September 10, 2007 is satisfied, or until further order of Court.

By the Court,

Frederic J. Ammerman, President Judge

**CONSENT**

We consent to the entry of this Order.

**Madera Enterprises, Inc.**

By: \_\_\_\_\_  
Joseph A. Robison  
DATED: \_\_\_\_\_

Joseph A. Robison, Individually  
DATED: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey W. Stover, Esquire  
DATED: \_\_\_\_\_

**Earthmovers Unlimited, Inc.**

By: \_\_\_\_\_  
John P. Niebauer, Jr., President  
DATED: \_\_\_\_\_

Dwight L. Koerber, Jr., Esquire  
DATED: \_\_\_\_\_

**Forcey Coal, Inc.**

By: David D. Forcey  
David D. Forcey, President  
DATED: 6/3/11

**D & D Mining and Management, Corp.**

By: David D. Forcey  
David D. Forcey, President  
DATED: 6/3/11

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

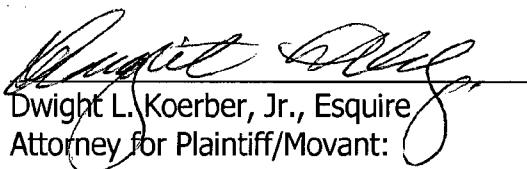
\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 7<sup>th</sup> day of June 2011, the undersigned served a true and correct copy of the Motion for Entry of Order in the above-captioned matter upon counsel for Defendants. Such documents were served via Facsimile and United States First Class Mail upon the following:

Jeffrey W. Stover, Esquire  
STOVER, MCGLAUGHLIN, GERACE,  
WEYANDT & MCCORMICK, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823

David D. Forcey, President  
Forcey Coal, Inc.  
P. O. Box 225  
Madera, PA 16661-0225

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff/Movant:  
Earthmovers Unlimited, Inc.

**FILED**

JUN 07 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

Type of Pleading:  
Acceptance of Service

Filed on behalf of:  
PLAINTIFF: Earthmovers Unlimited, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr., Esq.  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED 4CC  
JUN 07 2011 Atty Koerber

William A. Shaw  
Prothonotary/Clerk of Courts

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

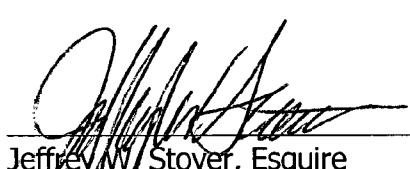
\*

Forcey Coal, Inc.  
Garnishee

\*

**ACCEPTANCE OF SERVICE**

I, Jeffrey W. Stover, Esquire, hereby accept service of a certified copy (dated May 4, 2011) of the Petition For Aid of Execution in the above-captioned matter.

  
\_\_\_\_\_  
Jeffrey W. Stover, Esquire  
Attorney For: Madera Enterprises, Inc. and  
Joseph A. Robison

Date: 5/20/11

CA

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

FILED 400  
06/15/2011 Atty Koester  
JUN 09 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

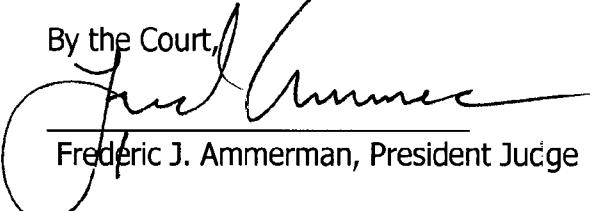
**ORDER**

AND NOW this 8 day of June, 2011, by agreement of the parties and upon consideration of the Petition for Relief in Aid of Execution filed by Plaintiff above-named, it is the Order and Decree of this Court that the Petition be, and it is hereby, granted. Forcey Coal, Inc., as Garnishee, and its affiliate, D & D Mining and Management Corp., shall pay to the Plaintiff any and all amounts, including, but not limited to, royalties, advances for coal actually mined and removed and payments that are due and owing to Defendant Joseph A. Robison under a lease agreement between him and D & D Mining and Management Corporation dated May 5, 2009 as said lease currently exists and as it may be modified or amended from time to time. The payment ordered herein is expressly subordinate to payment which Defendant Joseph A. Robison owes to Quality Veneer Corporation, Inc. and Clearfield Face Veneer, Inc., by virtue of Order entered on July 15, 2010 in Docket Number 07-596-CD of the Court of Common Pleas of Clearfield County.

Payment which this Court hereby orders Defendant Joseph A. Robison to make to Plaintiff shall be of an amount to satisfy the judgment which Plaintiff has obtained against Defendant Joseph A. Robison in the amount of \$96,672.94, plus legal interest from September 10, 2007, less the amount of proceeds which Plaintiff gained from the sale of the collateral that pertains to the judgment including allowance for costs of sale and attorney's fees, and less such other credits to which Joseph A. Robison is determined to be entitled.

This order shall remain in effect for the term of the May 5, 2009 lease, until the judgment of September 10, 2007 is satisfied, or until further order of Court.

By the Court,

  
Frederic J. Ammerman, President Judge

**FILED**

JUN 09 2011

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6/10/11

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:

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

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

-vs-

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

-vs-

FORCEY COAL, INC.,  
Garnishee

\*

\*

\*

Docket No. 2007-1136-CD

✓  
FILED pd 10/26/00  
013:16pm Atty  
NOV 27 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
4CC Atty  
Koerber

Type of pleading:  
PRAECIPE FOR WRIT OF  
REVIVAL and WRIT OF REVIVAL

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

\*

-vs-

\*

FORCEY COAL, INC.,  
Garnishee

\*

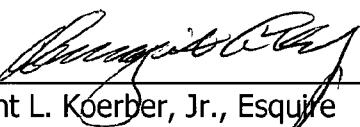
\*

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Please issue Writ of Revival of lien of judgment entered by the Court of Common Pleas of Clearfield County, Pennsylvania, at Docket No. 2007-1136-CD and enter it in the judgment index against MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON, Defendants, in the amount of \$51,959.60, plus continuing interest at 6% from July 18, 2007.

Respectfully submitted,

By: 

Dwight L. Koerber, Jr., Esquire

PA I.D. No. 16332

Attorney for Plaintiff,

EARTMOVERS UNLIMITED, INC.

DATE: 

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

\*

EARTMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

\*

-vs-

\*

FORCEY COAL, INC.,  
Garnishee

\*

\*

**WRIT OF REVIVAL**

**TO: MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON**

2072 Banion Road  
Madera, PA 16661

1. You are notified that the plaintiff has commenced a proceeding to revive the  
lien of the judgment entered by the Court of Common Pleas of Clearfield County,  
Pennsylvania, at Docket No. 2007-1136-CD.

2. The plaintiff claims that the amount due and unpaid is \$51,959.60, with  
interest at 6% from July 18, 2007.

3. You are required within twenty (20) days after service of this writ to file an  
answer or otherwise plead to this writ. If you fail to do so judgment of revival in the  
amount claimed by the plaintiff may be entered without a hearing and you may lose  
property or other important rights.

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.

F. Cortez Bell, III, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

Date: November 27 2013

CLEARFIELD COUNTY PROTHONOTARY

By: W. Bell lm  
(Deputy)

To Deputy 12/02/2013

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2007-1136-CD

EARTHOVERS UNLIMITED, INC.

VS

MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
AND FORCEY COAL, INC.

SERVICE # 1 OF 2

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL

SERVE BY: 12/26/2013

HEARING: PAGE: 111272

DEFENDANT: MADERA ENTERPRISES, INC.  
ADDRESS: 2072 BANION ROAD

MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT / AAR / PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

16 S  
FILED  
01/10/2013  
DEC 10 2013

William A. Shaw  
OCCUPIED ~~Prothonotary~~ Clerk of Courts

SHERIFF'S RETURN

NOW, 12-3-13 AT 2:17 AM / PM SERVED THE WITHIN

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL ON MADERA ENTERPRISES, INC., DEFENDANT  
BY HANDING TO Joseph Robison 1/10/13

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 2072 Banion rd, Madera, Pa  
( ) Residence ( ) Employment ( ) Sheriff's Office ( ) Other

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL FOR MADERA ENTERPRISES, INC.

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MADERA ENTERPRISES, INC.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2013

So Answered CHESTER A. HAWKINS, SHERIFF

BY:

Dep. S. Knapp  
Deputy Signature

Dep. S. Knapp  
Print Deputy Name

To Deputy 12/02/2013

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2007-1136-CD

EARTMOVERS UNLIMITED, INC.

vs

MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
AND FORCEY COAL, INC.

SERVICE # 2 OF 2

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL

SERVE BY: 12/26/2013

HEARING:

PAGE: 111272

DEFENDANT: JOSEPH A. ROBISON  
ADDRESS: 2072 BANION ROAD  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

**SHERIFF'S RETURN**

NOW, 12-3-13 AT 2<sup>17</sup> AM / 0 PM SERVED THE WITHIN

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL ON JOSEPH A. ROBISON, DEFENDANT  
BY HANDING TO Joseph Robison, self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM/HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 2072 Banion Rd. Madera Pa  
( Residence) ( Employment) ( Sheriff's Office) ( Other)

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL FOR JOSEPH A. ROBISON

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOSEPH A. ROBISON

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2013

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

S. Knepp  
Deputy Signature

S. Knepp  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 111272  
NO: 2007-1136-CD  
SERVICES 2  
PRAECIPE FOR WRIT OF REVIVAL and WRIT OF REVIVAL

PLAINTIFF: EARTHMOVERS UNLIMITED, INC.

vs.

DEFENDANT: MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON  
AND FORCEY COAL, INC., Garnishee

**SHERIFF RETURN**

---

RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | KOERBER | 2476    | 20.00  |
| SHERIFF HAWKINS | KOERBER | 2476    | 48.23  |

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2013

So Answers,



Chester A. Hawkins  
Sheriff

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

EARTHOVERS UNLIMITED, INC.,  
Plaintiff

-vs-

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

-vs-

FORCEY COAL, INC.,  
Garnishee

\*

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Docket No. 2007-1136-CD

✓ 5  
FILED  
01/31/2014  
JAN 08 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURT  
ACC'G  
X Koerber  
cc & notice  
CC each  
UM add's

Type of pleading:  
PRAECIPE TO ENTER JUDGMENT  
AGAINST DEFENDANTS

Filed on behalf of:  
PLAINTIFF, Earthmovers  
Unlimited, Inc.

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

KOERBER & CUMMINGS, LLC  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

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

\*

EARTHMOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

\*

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-vs-

FORCEY COAL, INC.,  
Garnishee

\*

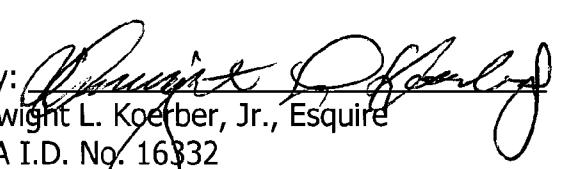
\*

PRAECIPE TO ENTER JUDGMENT AGAINST DEFENDANTS

TO THE PROTHONOTARY:

PURSUANT TO Pa.R.C.P. 3031, please enter judgment of default against Defendants MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON, in accordance with the issuance of the Writ of Revival of lien of judgment entered by the Court of Common Pleas of Clearfield County, Pennsylvania, at Docket No. 2007-1136-CD, and enter it in the judgment indices against MADERA ENTERPRISES, INC. and JOSEPH A. ROBISON, Defendants, in the amount of \$51,959.60, plus continuing interest at 6% from July 18, 2007.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332  
Attorney for Plaintiff,  
EARTHMOVERS UNLIMITED, INC.  
DATE: 1/7/17

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

EARTHOVERS UNLIMITED, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 2007-1136-CD

MADERA ENTERPRISES, INC. and  
JOSEPH A. ROBISON,  
Defendants

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-vs-

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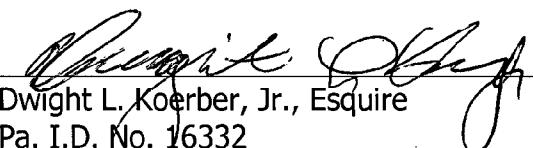
FORCEY COAL, INC.,  
Garnishee

\*

\*

CERTIFICATION UNDER 50 USCS APPX §521

Pursuant to the requirements of 50 USCS Appx §521 and Pa.R.C.P. 3031, counsel for plaintiff certifies as of the date shown below that to the best of his knowledge, information and belief, the defendants are not members of the armed forces of the United States of America.

  
Dwight L. Koerber, Jr., Esquire  
Pa. I.D. No. 16332  
Attorney for Plaintiff,  
EARTHOVERS UNLIMITED, INC.  
DATE: 1/7/14

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Earthmovers Unlimited, Inc.

Vs.

No. 2007-01136-CD

Madera Enterprises, Inc.   Joseph A. Robison

*Copy*

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$51,959.60 on January 8, 2014.

Brian K. Spencer  
Prothonotary

*Brian K. Spencer*  
\_\_\_\_\_  
Brian K. Spencer

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

\*

-vs-

\*

Forcey Coal, Inc.  
Garnishee

\*

Type of Pleading:  
Praecipe

Filed on Behalf of:  
Plaintiff:  
Earthmovers Unlimited, Inc.

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

5  
**FILED**

03:37 P.M. 68

AUG 08 2014

4CC A/H

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

Koerber

108

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

Earthmovers Unlimited, Inc. \*  
Plaintiff

\*  
-vs- Docket No. 2007-1136-CD

\*  
Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

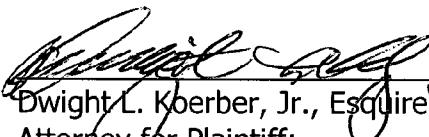
\*  
-vs- \*

\*  
Forcey Coal, Inc.  
Garnishee \*

**Praecipe**

Please mark the judgment entered against the Defendants in this matter as satisfied and designate the proceeding as discontinued.

Respectfully submitted,

  
\_\_\_\_\_  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.

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

Earthmovers Unlimited, Inc.  
Plaintiff

\*

-vs-

Docket No. 2007-1136-CD

\*

Madera Enterprises, Inc. and  
Joseph A. Robison,  
Defendants

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\*

-vs-

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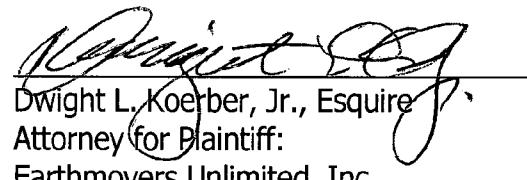
Forcey Coal, Inc.  
Garnishee

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 8<sup>th</sup> day of August 2014 the undersigned served a  
true and correct copy of the Praeclipe to Satisfy and Discontinue via United States First  
Class Mail upon the following:

Jeffrey W. Stover, Esquire  
STOVER, MCGLAUGHLIN, GERACE,  
WEYANDT & MCCORMICK, P.C.  
122 East High Street  
P.O. Box 209  
Bellefonte, PA 16823

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Earthmovers Unlimited, Inc.