

08-912-CD  
Woodcrest Sales vs Cozy Acres Furniture

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO. 2008-912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

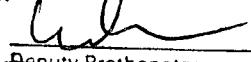
COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

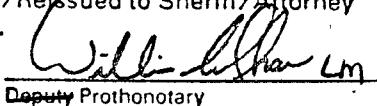
COUNSEL OF RECORD  
FOR THIS PARTY:

Charles F. Bennett, Esq.  
PA I.D. No. 30541  
Joel E. Hausman, Esq.  
PA I.D. No. 42096  
APPLE AND APPLE, P.C.  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466  
Fax (412) 682-3138

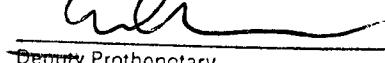
May 18, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

July 14, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

Nov. 3, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED for \$95.00 Atty  
m/10:25pm  
MAY 16 2008  


William A. Shaw  
Prothonotary/Clerk of Courts

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

**WOODCREST SALES INC.,**

**NO.  
IN CIVIL ACTION**

**Plaintiff(s),**

**-vs-**

**COZY ACRES FURNITURE LLC,**

**Defendant(s).**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DONOT 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.**

**Keystone Legal Serices  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646**

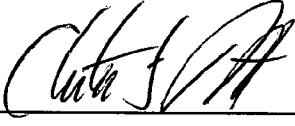
**COMPLAINT**

1. Plaintiff is a corporation having offices at P.O. Box 848, Peru, IN 46970.
2. Defendant is a registered limited liability company whose address is, 2906 Oklahoma-Salem Road, Du Bois Clearfield County, PA, 15801.
3. On or about and at various time thereafter, at the request of Defendant, Plaintiff sold and delivered to Defendant certain goods, wares, merchandise and/or services, as is more specifically shown by Plaintiff's Statement of Account true and correct copy of which is attached hereto marked Exhibit(s) "A" and made a part hereof.
4. Defendant received and accepted the aforementioned goods, wares, merchandise and/or services.
5. The prices charged by Plaintiff were the fair, reasonable and market prices that prevailed at the time(s) of the transaction(s).
6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.
7. The agreement of open account between the parties arose from words, course of dealing, and the aforementioned document(s).
8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said agreement has occurred.
9. Plaintiff avers that the balance due amounts to \$24,369.38.
10. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from June 13, 2006.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

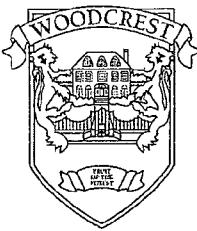
**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the amount of \$24,369.38, with appropriate additional interest from June 13, 2006 and costs.

**APPLE AND APPLE, P.C.**

By: 

Attorney for Plaintiff(s)

## Statement

**Woodcrest Sales**

P.O. Box 848  
 Peru, IN 46970  
 (765) 472-4471

Statement Date: 10/31/2006  
 Salesperson: 40C  
 Customer Number: C750

COZY ACRES FURNITURE  
 2906 OKLAHOMA-SALEM ROAD  
 Du Bois, PA 15801

Date	Reference	Description	Charge	Credit	Balance
7/2/2006	0087648-IN		24,499.38		24,499.38
7/12/2006	CM75001-CM			130.00	130.00-

**EXHIBIT A**

Current	30 Days	60 Days	90 Days	120 Days	Total:	24,369.38	Balance Due
0.00	0.00	0.00	0.00	24,369.38			24,369.38

**Late Charge of 1 1/2 % will be charged on all past due accounts**

Your account with us is seriously past due.

Remit today so that we may continue to serve you.

107719

**AFFIDAVIT**

I Mark W. Woodman of  
Woodcrest Mfg, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

7/27/07

Date

Mark W. Woodman

Affiant

VP Marketing

Title

P.O. Box 848

Address

Peru, IN 46970

City, State and Zip



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO. 2008-912-C  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466  
Fax (412) 682-3138

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

MAY 16 2008

Attest.

*William J. Schaeffer*  
Prothonotary/  
Clerk of Courts

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

**WOODCREST SALES INC.,**

**NO.  
IN CIVIL ACTION**

**Plaintiff(s),**

**-vs-**

**COZY ACRES FURNITURE LLC,**

**Defendant(s).**

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**Keystone Legal Services  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646**

**COMPLAINT**

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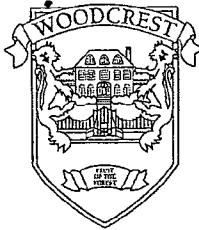
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**APPLE AND APPLE, P.C.**

By: 

**Attorney for Plaintiff(s)**

## Statement

**Woodcrest Sales**

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Peru, IN 46970  
(765) 472-4471

Statement Date: 10/31/2006  
Salesperson: 40C  
Customer Number: C750

COZY ACRES FURNITURE  
2906 OKLAHOMA-SALEM ROAD  
Du Bois, PA 15801

Date	Reference	Description	Charge	Credit	Balance
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**EXHIBIT A**

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0.00	0.00	0.00	0.00	24,369.38		24,369.38

Late Charge of 1 1/2 % will be charged on all past due accounts  
Your account with us is seriously past due.  
Remit today so that we may continue to serve you.

107719

AFFIDAVIT

I Mark Woods, of  
Woodcrest MFG, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

7/27/07

Date

Mark Woods  
Affiant

UP Marketing

Title

P.O. Box 848

Address

Peru, IN 46970

City, State and Zip

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**PRAEICE TO REINSTATE  
COMPLAINT**

CODE-  
FILED ON BEHALF OF  
**PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone: 412-682-1466  
Fax: 412-682-3138

FILED pd \$7.00 Atty  
m 2:08pm | Reinstated  
JUL 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Complaint to Shift

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: July 10, 2008

By: John S. Apple  
Attorneys for Plaintiff(s)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO. 2008-912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*Charles F. Bennett, Esq.*  
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*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
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Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466  
Fax (412) 682-3138

*July 14, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *Callahan* *cm*

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO. 2008-912-CJ  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

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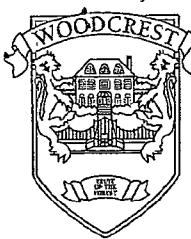
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**APPLE AND APPLE, P.C.**

By: \_\_\_\_\_  
**Attorney for Plaintiff(s)**

## Statement

**Woodcrest Sales**

P.O. Box 848  
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 (765) 472-4471

Statement Date: 10/31/2006

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Customer Number: C750

COZY ACRES FURNITURE  
 2906 OKLAHOMA-SALEM ROAD  
 Du Bois, PA 15801

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5/12/2006	CM75001-CM			130.00	130.00-

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107719

AFFIDAVIT

I Mark Woodman, of  
Woodcrest Mfg, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

7/27/07  
Date

Mark Woodman  
Affiant  
VP Marketing  
Title

P.O. Box 848

Address

Peru, IN 46970

City, State and Zip

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104181  
NO: 08-912-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: WOODCREST SALES INC.  
vs.  
DEFENDANT: COZY ACRES FURNITURE LLC

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	19541	10.00
SHERIFF HAWKINS	APPLE	19541	33.19



**FILED**  
03:15 LM  
SEP 22 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

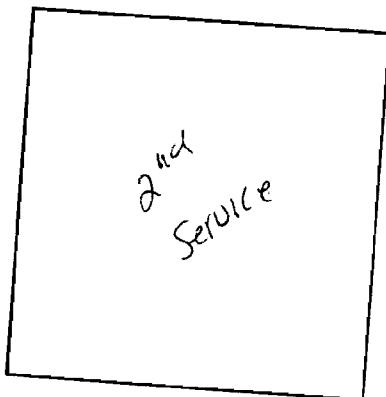
DOCKET # 104410  
NO: 08-912-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: WOODCREST SALES INC  
VS.  
DEFENDANT: COZY ACRES FURNITURE LLC

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	20388	10.00
SHERIFF HAWKINS	APPLE	20388	24.19



**FILED**

03:15 LM  
SEP 22 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

FILED *fm*

12:50 PM

NOV 03 2008

No Court Corr

William A. Shaw

Prothonotary/Clerk of Courts

ISSUED REINSTATE

Concurrent to Sheriff

**PRAECIPE TO REINSTATE  
COMPLAINT**

CODE-  
FILED ON BEHALF OF  
**PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

**APPLE AND APPLE, P.C.**

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone: 412-682-1466

Fax: 412-682-3138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY

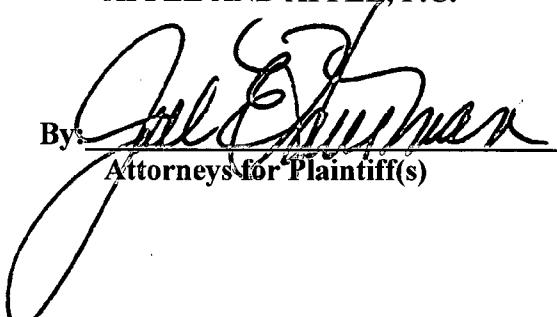
SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 28 Oct 08

By:

  
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-912-CD

WOODCREST SALES INC.

vs

COZY ACRES FURNITURE LLC.

COMPLAINT

SERVE BY: 12/03/2008

HEARING:

PAGE: 104865

5th on back

8th right

DEFENDANT: COZY ACRES FURNITURE LLC  
ADDRESS: C/O CRYSTAL A. MCGHEE, 1423 T.L.  
DUBOIS, PA 15801

Two Turfles lot 68

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED DEC 15 2008

ATTEMPTS

S FILED

08:31 AM

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12-1-2008 AT 2:25 AM / PM SERVED THE WITHIN

COMPLAINT ON COZY ACRES FURNITURE LLC, DEFENDANT

BY HANDING TO George Suhoney, Husband

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

ADDRESS SERVED Two Turfles Road lot 68 Treasure have DoBois, Pa 15801

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

COMPLAINT FOR COZY ACRES FURNITURE LLC

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

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

I MAKE RETURN OF **NOT FOUND** AS TO COZY ACRES FURNITURE LLC

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

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevin  
Deputy Signature

Jerome M. Nevin  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104865  
NO. 08-912-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: WOODCREST SALES INC.  
vs.  
DEFENDANT: COZY ACRES FURNITURE LLC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	21650	10.00
SHERIFF HAWKINS	APPLE	21650	40.23

S  
**FILED**  
013:45 LM  
FEB 17 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

FILED *Fwd*

MAY 18 2009

5 *MS 12406*  
William A. Shaw  
Prothonotary/Clerk of Courts

no c/c

*1 REINSTATE  
complaint to  
SHEL*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

PRAECIPE TO REINSTATE  
COMPLAINT

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PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*Charles F. Bennett, Esq.*  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.2008-00912-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 5 Feb 09

By: Jill E. Zimmerman  
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 09-912-CD

08

WOODCREST SALES INC.

VS

COZY ACRES FURNITURE LLC

COMPLAINT

SERVE BY: 06/17/2009

HEARING:

PAGE: 105685

**FILED**  
110:00am  
MAY 29 2009  
Wm

DEFENDANT: COZY ACRES FURNITURE LLC  
ADDRESS: C/O TARA FINLEY, 257 KIWANIS TRAIL  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

5-22-09-11:00AM - Building Burned - No longer in Business  
Finleys No longer live at Kiwanis TRAIL

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT ON COZY ACRES FURNITURE LLC, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

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

COMPLAINT FOR COZY ACRES FURNITURE LLC

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

NOW 5-29-09 AT 10:02 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO COZY ACRES FURNITURE LLC

REASON UNABLE TO LOCATE Business Destroyed by Fire Def's MOVED to FLA.

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevius  
Deputy Signature

Jerome M. Nevius  
Print Deputy Name

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 105685**

DEAR COZY ACRES FURNITURE LLC

Would you please contact the DEPUTY AT \_\_\_\_\_ concerning legal papers we have for you

When you call, please give your name and the case # noted above (105685) and the deputy will make arrangements for service.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO. 2008-912-C0  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466  
Fax (412) 682-3138

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

MAY 18 2009

Attest:

*William J. Clegg*  
Prothonotary/  
Clerk of Courts

MAY 18, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*W. J. Clegg*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WOODCREST SALES INC.,

NO.  
IN CIVIL ACTION

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DONOT 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.**

Keystone Legal Serices  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646

## COMPLAINT

1. Plaintiff is a corporation having offices at P.O. Box 848, Peru, IN 46970.
2. Defendant is a registered limited liability company whose address is, 2906 Oklahoma-Salem Road, Du Bois Clearfield County, PA, 15801.
3. On or about and at various time thereafter, at the request of Defendant, Plaintiff sold and delivered to Defendant certain goods, wares, merchandise and/or services, as is more specifically shown by Plaintiff's Statement of Account true and correct copy of which is attached hereto marked Exhibit(s) "A" and made a part hereof.
4. Defendant received and accepted the aforementioned goods, wares, merchandise and/or services.
5. The prices charged by Plaintiff were the fair, reasonable and market prices that prevailed at the time(s) of the transaction(s).
6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.
7. The agreement of open account between the parties arose from words, course of dealing, and the aforementioned document(s).
8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said agreement has occurred.
9. Plaintiff avers that the balance due amounts to \$24,369.38.
10. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from June 13, 2006.

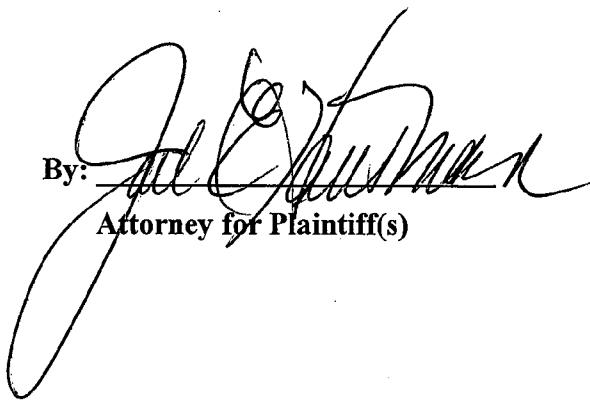
## COMPLAINT

1. Plaintiff is a corporation having offices at P.O. Box 848, Peru, IN 46970.
2. Defendant is a registered limited liability company whose address is, 2906 Oklahoma-Salem Road, Du Bois Clearfield County, PA, 15801.
3. On or about and at various time thereafter, at the request of Defendant, Plaintiff sold and delivered to Defendant certain goods, wares, merchandise and/or services, as is more specifically shown by Plaintiff's Statement of Account true and correct copy of which is attached hereto marked Exhibit(s) "A" and made a part hereof.
4. Defendant received and accepted the aforementioned goods, wares, merchandise and/or services.
5. The prices charged by Plaintiff were the fair, reasonable and market prices that prevailed at the time(s) of the transaction(s).
6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.
7. The agreement of open account between the parties arose from words, course of dealing, and the aforementioned document(s).
8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said agreement has occurred.
9. Plaintiff avers that the balance due amounts to \$24,369.38.
10. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from June 13, 2006.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

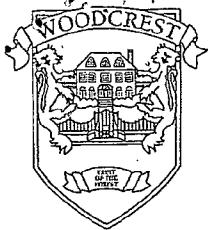
**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the amount of \$24,369.38, with appropriate additional interest from June 13, 2006 and costs.

**APPLE AND APPLE, P.C.**

By: 

**Attorney for Plaintiff(s)**

## Statement

**Woodcrest Sales**

P.O. Box 848  
 Peru, IN 46970  
 (765) 472-4471

Statement Date: 10/31/2006

Salesperson: 40C

Customer Number: C750

COZY ACRES FURNITURE  
 2906 OKLAHOMA-SALEM ROAD  
 Du Bois, PA 15801

Date	Reference	Description	Charge	Credit	Balance
1/2/2006	0087648-IN		24,499.38		24,499.38
1/12/2006	CM75001-CM			130.00	130.00-

**E X H I B I T A**

Current	30 Days	60 Days	90 Days	120 Days	Total:	Balance Due
0.00	0.00	0.00	0.00	24,369.38	24,369.38	24,369.38

Late Charge of 1 1/2 % will be charged on all past due accounts

Your account with us is seriously past due.

Remit today so that we may continue to serve you.

107719

AFFIDAVIT

I Mark Woodson, of  
Woodcrest Mfg, Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

7/27/07  
Date

Mark Woodson  
Affiant

VP Marketing  
Title

P.O. Box 848

Address

Peru, IN 46970

City, State and Zip

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105685  
NO: 08-912-CD  
SERVICES 1

COMPLAINT

PLAINTIFF: WOODCREST SALES INC.  
VS.  
DEFENDANT: COZY ACRES FURNITURE LLC

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	22571	10.00
SHERIFF HAWKINS	APPLE	22571	25.90

S  
FILED  
018149731  
JUL 30 2009  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2009



Chester A. Hawkins  
Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts  
Po Box 549  
Clearfield, PA 16830.

FILED (6)

MAY 29 2013  
M/LG/9801am  
William A. Shaw  
Prothonotary/Clerk of Courts

Cozy Acres Furniture LLC  
2906 Oklahoma Salem Rd  
DuBois PA 15801

**\$ 00.460**

Mailed From 16830  
**US POSTAGE**

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05/21/2013

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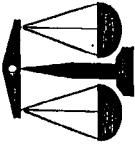
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2001  
Du Bois 1581

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS  
CLEARFIELD COUNTY

WILLIAM A. SHAW  
PROTHONOTARY  
AND  
CLERK OF COURTS  
DEPUTY PROTHONOTARY  
  
JACKI KENDRICK  
DEPUTY PROTHONOTARY



LYNN MILLER  
ADMINISTRATIVE ASSISTANT

PO BOX 549  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641 Ext. 5013  
FAX (814) 765-2641

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 2136. Thank you.

DATE: 5/20/13

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

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

WOODCREST SALES, INC.

\* NO. 2008-912-CD

Plaintiff

\*

vs.

\*

COZY ACRES FURNITURE, LLC

\*

Defendant

\*

**ORDER**

NOW, this 15<sup>th</sup> day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,

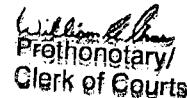


FREDRIC J. AMMERMAN  
President Judge

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

MAY 20 2013

Attest.



William J. Ammerman  
Prothonotary/  
Clerk of Courts



DATE: 7.213

You are responsible for serving all appropriate parties.  
 The Prothonotary's office has provided service to the following parties:  
 Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney  
 Special Instructions:

**FILED**

**JUL 02 2013**

William A. Shaw  
Prothonotary/Clerk of Courts

Diff  
PO Box 848  
Peru IN 46970

Jeff  
2906 Oklahoma Salem Rd  
Du Bois 15801

William A. Shaw  
Prothonotary/Clerk of Courts  
Po Box 549  
Clearfield, PA 16830

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FILED  
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JUL 12 2013

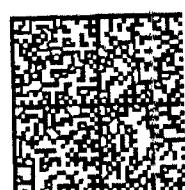
William A. Shaw  
Prothonotary/Clerk of Courts

CK

Cozy Acres Furniture LLC  
2906 Oklahoma Salem Road  
DuBois PA 15801

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NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

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

WOODCREST SALES, INC. )  
VS. ) NO. 2008-912-CD  
COZY ACRES FURNITURE, LLC )

**O R D E R**

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; both parties being pro se; the Court noting there's been no docket activity since 2009, it is the ORDER of the Court that this matter be and is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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

JUL 02 2013

Attest,

William L. Brown  
Prothonotary/  
Clerk of Courts

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

WOODCREST SALES, INC. )  
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BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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JUL 03 2013

**Attest**

William Goss  
Prothonotary/  
C. of Courts