

08-912-CD
Woodcrest Sales vs Cozy Acres Furniture

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WOODCREST SALES INC.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

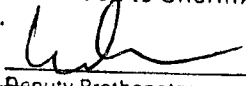
NO. 2008-912-CD
IN CIVIL ACTION

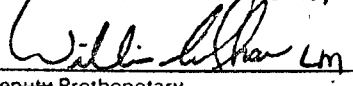
COMPLAINT

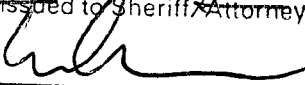
CODE-
FILED ON BEHALF OF
PLAINTIFF


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, 2009 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 *pd \$95.00 Atty*
m/jio: 25cm
ICC Shff
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**

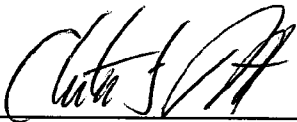
COMPLAINT

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.

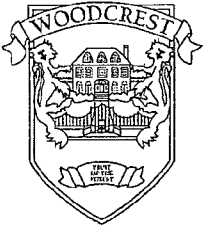
WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$24,369.38, with appropriate additional interest from June 13, 2006 and costs.

APPLE AND APPLE, P.C.

By: 
Attorney for Plaintiff(s)

Statement

Page: 1



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
10/2/2006	0087648-IN		24,499.38		24,499.38
10/12/2006	CM75001-CM			130.00	130.00-

EXHIBIT A

Total:					24,369.38
Current	30 Days	60 Days	90 Days	120 Days	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 Woodard 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 Woodard
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

NO: 08-912-CD

WOODCREST SALES INC.

VS

COZY ACRES FURNITURE LLC

COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 06/15/2008

HEARING:

PAGE: 104181

DEFENDANT: COZY ACRES FURNITURE LLC
ADDRESS: 2906 OKLAHOMA-SALEM ROAD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

05-29-08

Burnt to Ground.

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 THIS 320 DAY OF JUNE ²⁰⁰⁸ AT 3:00 PM AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

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

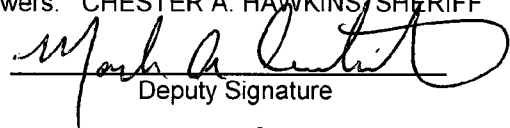
REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:


Deputy Signature

MARK A. COURRIER
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WOODCREST SALES INC.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO. 2008-912-CD
IN CIVIL ACTION

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 D. 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

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

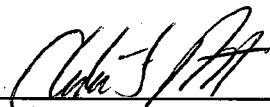
COMPLAINT

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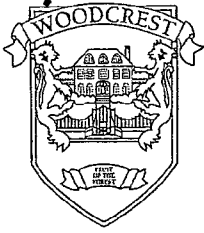
WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$24,369.38, with appropriate additional interest from June 13, 2006 and costs.

APPLE AND APPLE, P.C.

By: 
Attorney for Plaintiff(s)

Statement

Page: 1

**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
11/2/2006	0087648-IN		24,499.38		24,499.38
11/12/2006	CM75001-CM			130.00	130.00-

EXHIBIT A

Total:					24,369.38
Current	30 Days	60 Days	90 Days	120 Days	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 Wosden 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 Wosden
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.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO.2008-00912-CD
IN CIVIL ACTION

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

FILED pa \$7.00 A44
m/2:084m 1 Reinstated
JUL 14 2008 Complaint to
Shft

William A. Shaw
Prothonotary/Clerk of Courts

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: 

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

SERVICE # 1 OF 1

SERVE BY: 08/13/2008

HEARING:

PAGE: 104410

DEFENDANT: COZY ACRES FURNITURE LLC

ADDRESS: 257 KIWANIS TRAIL
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

7-18-08 - 8:30 AM

House Empty

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 7-22-08 AT 8:29 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

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

REASON UNABLE TO LOCATE House Empty For Sale by Realtor

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nexius
Deputy Signature

Jerome M. Nexius
Print Deputy Name

FILED

08:45 AM
JUL 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WOODCREST SALES INC.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO. 7008-912-CD
IN CIVIL ACTION

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

July 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William L. Hester*

Deputy Prothonotary

**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).

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

COMPLAINT

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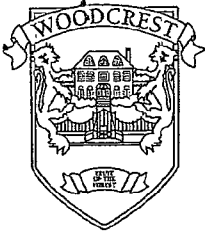
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APPLE AND APPLE, P.C.

By: _____
Attorney for Plaintiff(s)

Statement

Page: 1



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
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11/12/2006	CM75001-CM			130.00	130.00-

EXHIBIT A

Total:					24,369.38
Current	30 Days	60 Days	90 Days	120 Days	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.

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 # 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

0/3:15 LM
SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

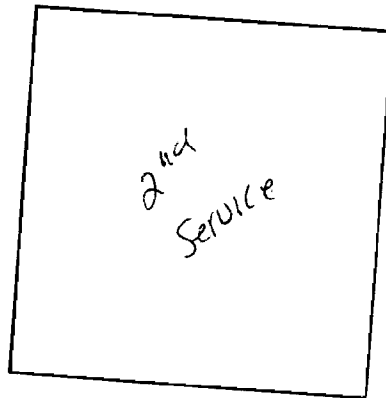
DOCKET # 104410
NO: 08-912-CD
SERVICES 1
COMPLAINT

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

_____ Day of _____ 2008

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WOODCREST SALES INC.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO.2008-00912-CD
IN CIVIL ACTION

FILED
NOV 03 2008
W. A. Shaw
Prothonotary/Clerk of Courts
ISSUED REINSTATE
COMPLAINT TO SHEAF

**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.

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/03/2008

HEARING:

PAGE: 104865

DEFENDANT:

COZY ACRES FURNITURE LLC

ADDRESS:

C/O CRYSTAL A. MCGHEE, 1423 T.L.

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED DEC 15 2008

ATTEMPTS

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12-1-2008 AT 2:25 AM **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 Turbles Road lot 68 Treasure Lake Dubois, 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. Newlin
Deputy Signature

Jerome M. Newlin
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
0/3:45 LM
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED

MAY 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

no c/c

1 REIN STATE
COMPLAINT TO
SHAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

WOODCREST SALES INC.,

Plaintiff(s),

-VS-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO.2008-00912-CD
IN CIVIL ACTION

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: 5 Feb 09

By: 

Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: ~~89-912-CD~~
08-

WOODCREST SALES INC.

vs

COZY ACRES FURNITURE LLC

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/17/2009

HEARING:

PAGE: 105685

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

5-22-09-11:00 AM - BUILDING BURNED - NO LONGER IN BUSINESS
FINLEY'S NO LONGER LIVE @ KIWANIS TRAILS

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 FL.

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newling
Deputy Signature

Jerome M. Newling
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.,

Plaintiff(s),

-vs-

COZY ACRES FURNITURE LLC,

Defendant(s).

NO. 2008-912-CD
IN CIVIL ACTION

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 A. H.
Prothonotary/
Clerk of Courts

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

Carl
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.

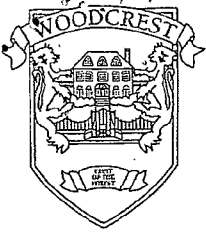
WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$24,369.38, with appropriate additional interest from June 13, 2006 and costs.

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
11/2/2006	0087648-IN		24,499.38		24,499.38
11/12/2006	CM75001-CM			130.00	130.00-

EXHIBIT A

Total:					24,369.38
Current	30 Days	60 Days	90 Days	120 Days	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 Woodson of
WOODBEST 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

5
FILED
08-19-09
JUL 30 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

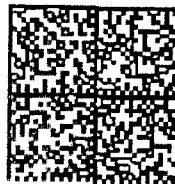
William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

FILED (LG)

4
MAY 29 2013
M/LG/9:01am
William A. Shaw
Prothonotary/Clerk of Courts

[Handwritten signature]

Cozy Acres Furniture LLC
2906 Oklahoma Salem Rd
DuBois PA 15801



Hasler

016H26524836
\$00.460
05/21/2013
Mailed From 16830
US POSTAGE

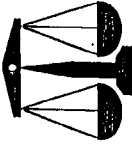
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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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1683026549

BC: 16830054949 *1019-08141-21-42
1683026549

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

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY



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

JOHN SUGHRUE
SOLICITOR

LYNN MILLER
ADMINISTRATIVE ASSISTANT

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.

William A. Shaw, Prothonotary

DATE: 5-20-13

 You are responsible for serving all appropriate parties.

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

 X Plaintiff(s) Plaintiff(s) Attorney Other

 X Defendant(s) Defendant(s) Attorney

debt
2906 Ok / change
Sa. 6 m / 100
Du Bois 1584

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

WOODCREST SALES, INC.

Plaintiff

vs.

COZY ACRES FURNITURE, LLC

Defendant

*
*
*
*
*

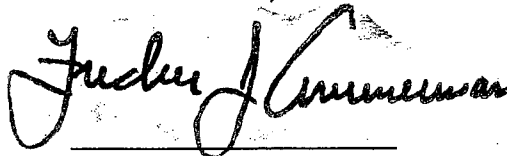
NO. 2008-912-CD

ORDER

NOW, this 15th 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 Praecipe 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.



Prothonotary/
Clerk of Courts

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

WOODCREST SALES, INC.

VS.

COZY ACRES FURNITURE, LLC

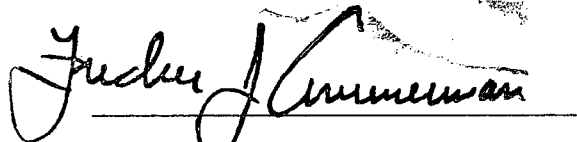
)
)
) NO. 2008-912-CD
)
)

ORDER

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,


President Judge

5
2
FILED dec diff
019.21cm acc def+
JUL 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

612

DATE: 7-2-13

☐ 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

☐ Special Instructions:

FILED

JUL 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

DIST

PO Box 848

Peru IN 46970

Left

2900 Oklahoma Salem Rd

Du Bois 15801

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

FILED (L6)
m 10.38cm
JUL 12 2013

William A. Shaw
Prothonotary/Clerk of Courts

CTK

Cozy Acres Furniture LLC
2906 Oklahoma Salem Road
Dubois F. 16830

NIXIE 152 FE 1009 0007/10/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

1580135834 PGM
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BC: 16830054949 *1019-06414-02-42
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Hasler

016H26524836
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07/02/2013
Mailed From 16830
US POSTAGE

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

WOODCREST SALES, INC.

VS.

COZY ACRES FURNITURE, LLC

)
)
) NO. 2008-912-CD
)
)

ORDER

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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. Shaw
Prothonotary/
Clerk of Courts

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

WOODCREST SALES, INC.

VS.

COZY ACRES FURNITURE, LLC

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NO. 2008-912-CD

ORDER

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BY THE COURT,

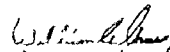
/S/ Fredric J Ammerman

President Judge

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and attested copy of the original
statement filed in this case.

JUL 02 2013

Attest.


Prothonotary/
Clerk of Courts