

08-1361-CD

Bobbi Oshall vs Shawn Krestar

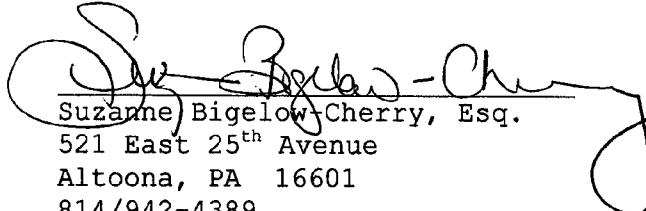
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOBBIE JO OSHALL and :
JUSTIN C. OSHALL, :
her husband, : NO. 08-1361-CD
Plaintiffs :
:
vs. :
:
SHAWN KRESTAR, individually : JURY TRIAL DEMANDED
and t/d/b/a KRESTAR :
CONTRACTING of :
808 Magee Avenue :
Patton, PA 16668, :
Defendant :
:

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY OF SAID COURT:

Please issue a Writ of Summons in the above-captioned case
on behalf of the Plaintiffs.


Suzanne Bigelow Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814/942-4389
Id. No. - 70223

DATED: July 23, 2008

FILED Atty pd. \$95.00
M 10:21 AM
JUL 25 2008 Writs to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
PC Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

SUMMONS

**BOBBIE JO OSHALL and
JUSTIN C. OSHALL,
her husband**

Vs.

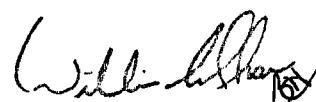
NO.: 2008-01361-CD

**SHAWN KRESTAR, individually
and t/d/b/a KRESTAR CONTRACTING**

**TO: SHAWN KRESTAR, individually and
t/d/b/a KRESTAR CONTRACTING**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 7/25/2008



William A. Shaw
Prothonotary

**Issuing Attorney:
Suzanne Bigelow-Cherry, Esq.
521 East 25th Ave.
Altoona, PA 16601
(814) 942-4389**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104451**

BOBBIE JO OSHALL and JUSTIN C. OSHALL, her husband

Case # 08-1361-CD

vs.

SHAWN KRESTAR, individually and t/d/b/a KRESTAR CONTRACTING

TYPE OF SERVICE SUMMONS

SHERIFF RETURNS

NOW September 15, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN SUMMONS "NOT FOUND" AS TO SHAWN KRESTAR IND & T/D/B/A KRESTAR CONTRACTING, DEFENDANT. NEVER RECEIVED ADV COSTS FROM ATTY FOR CAMBRIA CO..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BIGELOW-CHERRY	2265	10.00
SHERIFF HAWKINS	BIGELOW-CHERRY	2265	14.42

FILED
03:37 PM
SEP 15 2008
LAW
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
CIVIL ACTION

SUMMONS

**BOBBIE JO OSHALL and
JUSTIN C. OSHALL,
her husband**

Vs.

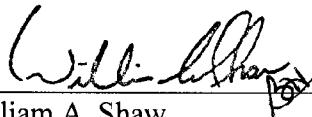
NO.: 2008-01361-CD

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Date: 7/25/2008



William A. Shaw
Prothonotary

**Issuing Attorney:
Suzanne Bigelow-Cherry, Esq.
521 East 25th Ave.
Altoona, PA 16601
(814) 942-4389**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

**BOBBIE JO OSHALL and
JUSTIN C. OSHALL,
her husband**

Vs.

NO.: 2008-01361-CD

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and t/d/b/a KRESTAR CONTRACTING**

TO: **SHAWN KRESTAR, individually and
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Date: 7/25/2008



William A. Shaw
Prothonotary

Issuing Attorney:
Suzanne Bigelow-Cherry, Esq.
521 East 25th Ave.
Altoona, PA 16601
(814) 942-4389

FILED

SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

BOBBIE JO OSHALL and :
JUSTIN C. OSHALL, :
her husband : NO. 08-1361-CD
Plaintiff :
vs. :
: SHAWN KRESTAR, individually: EQUITY
And t/d/b/a KRESTAR :
CONTRACTING OF :
808 Magee Avenue :
Patton, PA 16668 :
:

FILED

OCT 22 2008

m/11:15/08

William A. Shaw
Prothonotary/Clerk of Courts

LICEN TO SHFF &

Atty

Feb 2, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

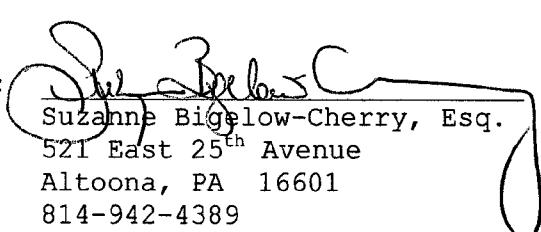
NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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
Clearfield, PA 16830

By:


Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814-942-4389
PA Id. # 70223

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

BOBBIE JO OSHALL and	:
JUSTIN C. OSHALL,	:
her husband	: NO. 08-1361-CD
Plaintiff	:
	:
vs.	:
	:
SHAWN KRESTAR, individually:	EQUITY
and t/d/b/a KRESTAR	:
CONTRACTING OF	:
808 Magee Avenue	:
Patton, PA 16668	:

COMPLAINT

AND NOW come BOBBIE JO OSHALL and JUSTIN C. OSHALL, her Husband, by and through their Attorney, SUZANNE BIGELOW-CHERRY, ESQ., and file this COMPLAINT against SHAWN KRESTAR, individually and t/d/b/a KRESTAR CONTRACTING, based upon the following statements which constitute a cause of action:

1.

The Petitioners are Bobbie Jo Oshall and Justin C. Oshall, her Husband, of 2012 Dorsey Avenue, Irvona, Pennsylvania 16656.

2.

The Defendant is Shawn Krestar, individually and t/b/d/a Krestar Contracting with its principal place of business at 1870 Dorsey Avenue, Irvona, Pennsylvania.

3.

The parties hereto entered into a written contract for construction work to be performed on Plaintiff's home in Irvona, Pennsylvania. The contract price was \$52,000.00. The Defendant

asked Bobbie Jo Oshall for her copy of the contract with Krestar Contracting back allegedly for the inspector to sign off on. The Defendant never returned the contract, although repeatedly asked to do so. Therefore, the written contract is in the exclusive possession of the Defendant.

4.

Plaintiff paid \$70,638.00 for this project, which is \$18,638.00 over what the Krestar Contracting contract price was. Plaintiff paid \$63,250.46 on the \$52,000.00 contract directly to Defendant, overpaying Defendant \$11,250.46. Plaintiffs paid \$7,387.54 directly for supplies for material which were to be covered by the contract including:

\$1,637.83 for floor tile;
769.00 for Doors (Interior);
784.99 for Plumbing/Material;
205.36 for Paint (Interior);
79.67 for Trim
2,000.00 for Couturiax for Heating (Addition, Dining Room and Basement);
62.42 for Thermostats;
41.12 for Quick Crete;
92.96 for Shelving for Closet;
417.22 for Hardwood Flooring;
1,296.97 for Hardwood Flooring.

Total: \$7,387.54

5.

The electrical was to be included in the contract. Unfortunately, Defendant's workers repeatedly put nails through the wiring causing Plaintiff's to be without power and the Electrician to be called to fix it. This happened repeatedly causing additional costs. The Electrician was Jay Taylor and he

claimed expenses of \$1,200.00 which Plaintiff paid \$600.00 and an alleged balance of \$600.00 remains.

6.

Defendant apparently purchased materials for Plaintiff's job from Your Building Center using his sub-contractor's account. The sub-contractor was Slovikosky Contracting. Ron Slovikosky is claiming \$6,732.21 for materials for Plaintiff's job which Defendant did not pay.

7.

Plaintiff paid directly to Ron Slovikosky \$16,705.37 for materials, which Defendant billed to Ron Slovikosky's account. The \$16,705.37 invoice was presented by Defendant; and he was to take Plaintiffs' payment to Ron Slovikosky. Plaintiffs also paid \$7,057.22 to Shawn Krestar for the same material which they paid Ron Slovikosky for previously at Defendant's request. The Plaintiffs sat down with Ron Slovikosky at their home and determined what they had been double billed for.

8.

The \$7,057.22 double dipping is not reflected in the \$63,250.46 or \$7,387.54 set forth above.

9.

Plaintiffs are seeking damages of \$18,638.00 over the Krestar Contracting contract price, which is \$11,250.46 overpaid to the Defendant and \$7,387.54 for materials to be included in the contract but Plaintiffs paid suppliers directly. In addition, Plaintiffs seek damages for being double charged for

materials by \$7,057.22 and claims against them for \$6,732.21 and \$600.00. Thus, total damages are \$33,027.43.

WHEREFORE, Plaintiffs seek damages of \$33,027.43 plus costs of suit, interest from May 23, 2008, reasonable Attorney fees and any other relief the Court deems fair and reasonable.

COUNT II

10.

Plaintiffs incorporate Paragraphs 1-9 as if set forth at length herein.

11.

The work performed by Defendant was not in a workmanlike quality, and portions were unfinished.

12.

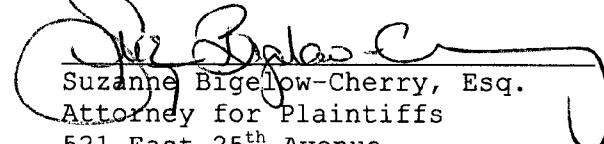
To correct and/or complete the job, Plaintiffs have received an estimate of \$14,910.00. Said estimate is attached hereto as Exhibit "A" and incorporate by reference.

13.

The defective areas and work include but are not limited to: the bathroom which is incomplete and the tile around the whirlpool tub is unworkmanlike; the archways are not completed; the bay window trim work is unworkmanlike and needs replaced; the living room window trim is not complete; closet doorway needs finished; heat covers need finished.

WHEREFORE, Petitioners seek additional damages of \$14,910.00 plus costs of suit, reasonable Attorney fees and any other relief the Court deemed fair and reasonable.

Respectfully submitted,

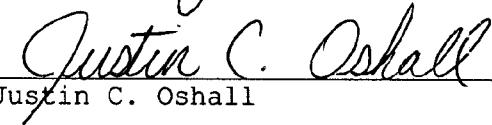

Suzanne Bigelow-Cherry, Esq.
Attorney for Plaintiffs
521 East 25th Avenue
Altoona, PA 16601
814-942-4389
PA I.D. # 70223

VERIFICATION

I, BOBBIE JO OSHALL and JUSTIN C. OSHALL, do hereby verify that I have read the within COMPLAINT, and acknowledge that the statements therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.


Bobbie Jo Oshall


Justin C. Oshall

Dated: September 8, 2008



McCONNELL BROTHERS CONSTRUCTION

CUSTOM BUILDING & REMODELING

462 McMULLEN ROAD

ASHVILLE, PA 16613

814-674-5564

Celebrating our 32nd. year!!!

June 30, 2008

Customer: Mr. & Mrs. Justin Eshel
2012 Dorsey Ave.
Irsvona, PA 16656

Job description: remove and retile whirlpool tub area (walls and step)- cut out drywall and apply new cement board; oak threshold @ bathroom door- repair ceramic tile; oak threshold @ kitchen archway; install baseboard heat covers (MSBO); set vanity and medicine cabinet (MSBO); base trim work; retrim bay window with 5 $\frac{1}{2}$ " old style oak casing with rosettes; install crown molding in living room and addition (MSBO); 3/8" T&G oak on two archway round tops with oak trim; repair and cover window stools on two double and one single windows in living room; cover jamb and trim interior of basement door; retrim opening from living room to kitchen; necessary drywall repairs; contractor to clean-up and properly dispose of all refuse debris; (MSBO)= material supplied by owner:

ESTIMATE-----\$ 14,910.00

SIGNATURE:

CONTRACTOR:

DATE:

contractor to carry all necessary liability and worker's compensation insurance coverage

EXHIBIT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1361-CD

BOBBIE JO OSHALL and JUSTIN C. OSHALL, her husband
vs
SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING
COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 11/21/2008 HEARING: PAGE: 104815

DEFENDANT: SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING

ADDRESS: 1870 DORSEY AVENUE
IRVONA, PA 16656

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: PM VACANT

FILED

08-30cm

DEC 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS 11-12-08-2:01-N/H 11-17-08-10:20A.M-Def
11-14-08-11:07-N/H LIVES IN PATTISON

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN
COMPLAINT ON SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING, 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 SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING
AT (ADDRESS) _____

NOW November 11, 2008 AT 10:21 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,
I MAKE RETURN OF **NOT FOUND** AS TO SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING
REASON UNABLE TO LOCATE Defendant Lives in Patton, Pennsylvania 16668

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic R. Morgillo
Deputy Signature

Dominic L. Morgillo
Print Deputy Name

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

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

OCT 22 2008

BOBBIE JO OSHALL and :
JUSTIN C. OSHALL, :
her husband : NO. 08-1361-CD
Plaintiff :
: vs. :
: :
SHAWN KRESTAR, individually: EQUITY
And t/d/b/a KRESTAR :
CONTRACTING OF :
808 Magee Avenue :
Patton, PA 16668 :

Attest.

William L. Chen
Prothonotary/
Clerk of Courts

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Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

By: *Suzanne Bigelow-Cherry*

Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814-942-4389
PA Id. # 70223

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

BOBBIE JO OSHALL and :
JUSTIN C. OSHALL, :
her husband : NO. 08-1361-CD
Plaintiff :
: vs. :
: :
SHAWN KRESTAR, individually: EQUITY
and t/d/b/a KRESTAR :
CONTRACTING OF :
808 Magee Avenue :
Patton, PA 16668 :
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Total: \$7,387.54

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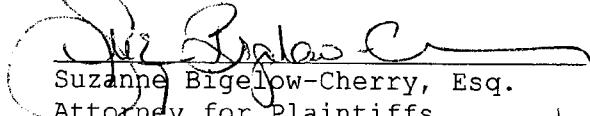
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Respectfully submitted,


Suzanne Bigelow-Cherry, Esq.
Attorney for Plaintiffs
521 East 25th Avenue
Altoona, PA 16601
814-942-4389
PA I.D. # 70223

VERIFICATION

I, BOBBIE JO OSHALL and JUSTIN C. OSHALL, do hereby verify that I have read the within COMPLAINT, and acknowledge that the statements therein are true and correct to the best of my personal knowledge, information and belief.

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Bobbie Jo Oshall


Justin C. Oshall

Dated: September 8, 2008



McCONNELL BROTHERS CONSTRUCTION

CUSTOM BUILDING & REMODELING

462 McMULLEN ROAD

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814-674-5564

Celebrating our 32nd. year!!!

June 30, 2008

Customer: Mr. & Mrs. Justin Eshel
2012 Dorsey Ave.
Irvington, PA 16656

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ESTIMATE-----\$ 14,910.00

SIGNATURE:

CONTRACTOR:

DATE:

contractor to carry all necessary liability and worker's compensation insurance coverage

EXHIBIT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FILED

FEB 02 2009

M. 12:05

William A. Shaw
Prothonotary/Clerk of Courts

No 4

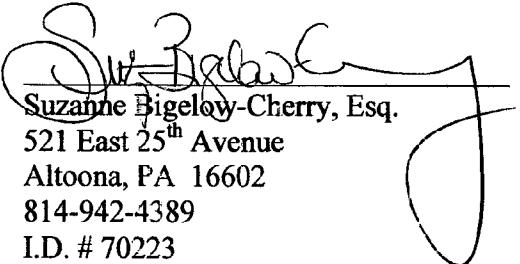
REINSTATE
Complaint
TO SHAW

BOBBIE JO OSHALL and, :
JUSTIN C. OSHALL, :
her Husband, :
Plaintiff :
vs. : 08-1361-CJ
: No. 07-GN-3334
: :
SHAWN KRESTAR, individually, :
and t/d/b/a KRESTAR CONTRACTING:
Defendant :
:

PRAECIPE FOR REINSTATEMENT OF PROCESS

To the Prothonotary:

Reinstate the Complaint in the above-captioned matter.


Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16602
814-942-4389
I.D. # 70223

DATED:

FILED
FEB 02 2003
William A. Shaw
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104815
NO: 08-1361-CD
SERVICES 1
COMPLAINT

PLAINTIFF: BOBBIE JO OSHALL and JUSTIN C. OSHALL, her husband
VS.
DEFENDANT: SHAWN KRESTAR, individually AND t/d/b/a KRESTAR CONTRACTING

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BIGELOW-CHERRY	2318	10.00
SHERIFF HAWKINS	BIGELOW-CHERRY	2318	90.00

S FILED
01/30/2009
FEB 10 2009
WM
William A. Shaw
Prothonotary/Clerk of Courts

1st
Service

Sworn to Before Me This

So Answers,

Day of 2009



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105201
NO: 08-1361-CD
SERVICE # 1 OF 1
COMPLAINT IN EQUITY

PLAINTIFF: BOBBIE JO OSHALL and JUSTIN C. OSHALL

VS.

DEFENDANT: SHAWN KRESTAR indiv. & t/d/b/a KRESTAR CONTRACTING OF 808 Magee Avenue, Patton, Pa. 16668

SHERIFF RETURN

NOW, February 03, 2009, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN EQUITY ON SHAWN KRESTAR, ind & t/d/b/a KRESTAR CONTRACTING.

NOW, February 06, 2009 AT 2:35 PM SERVED THE WITHIN COMPLAINT IN EQUITY ON SHAWN KRESTAR, ind & t/d/b/a KRESTAR CONTRACTING, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
APR 07 2009
9
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105201
NO: 08-1361-CD
SERVICES 1
COMPLAINT IN EQUITY

PLAINTIFF: BOBBIE JO OSHALL and JUSTIN C. OSHALL

vs.

DEFENDANT: SHAWN KRESTAR indiv. & t/d/b/a KRESTAR CONTRACTING OF 808 Magee Avenue, Patton, Pa.
16668

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BIGELOW-CHERRY	2352	10.00
SHERIFF HAWKINS	BIGELOW-CHERRY	2352	12.00
CAMBRIA CO.	BIGELOW-CHERRY	2353	60.78

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

CASE # PLAINTIFF
90024-09 OSHALL, JUSTIN 08-1361
DATE 2/06/09

DEFENDANT
KRESTAR, SHAWN

AT 14:35 HRS. SERVED THE COMPLAINT IN EQUITY UPON SHAWN KRESTAR IND. T/D/B/A KRESTAR CONTRACTING BY HANDING A TRUE AND ATTESTED COPY THEREOF TO SARA WEAKLAND, GIRLFRIEND OF SHAWN, SHE BEING THE PERSON IN CHARGE AT 814 MAGEE AVE. PATTON, PA. 16680 AND MAKING CONTENTS THEREOF KNOWN TO HER. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF'S COSTS 57.78
PRO 3.00
TOTAL COSTS 60.78

SO ANSWERS,

Bob Kalar
SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 12TH DAY OF FEB. 2009

PROTHONOTARY Patty Burkhardt



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

2009-90024

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 105201 TERM & NO. 08-1361-CD

BOBBIE JO OSHALL and JUSTIN C. OSHALL
COMPLAINT IN EQUITY

vs.

SHAWN KRESTAR indiv. & t/d/b/a KRESTAR CONTRACTING OF 808 Magee Avenue, Patton, Pa. 16668

**SERVE BY: 03/04/09
COURT DATE:**

MAKE REFUND PAYABLE TO SUZANNE BIGELOW-CHERRY, ESQ.

SERVE: SHAWN KRESTAR, ind & t/d/b/a KRESTAR CONTRACTING

ADDRESS: 808 MAGEE AVENUE, PATTON, PA 16668

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CAMBRIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 03, 2009.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

APR 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BOBBIE JO OSHALL and, :
JUSTIN C. OSHALL, :
her Husband, :
Plaintiff :
:
vs. : No. 08-1361-CD
:
SHAWN KRESTAR, individually, :
and t/d/b/a KRESTAR CONTRACTING:
Defendant :
:

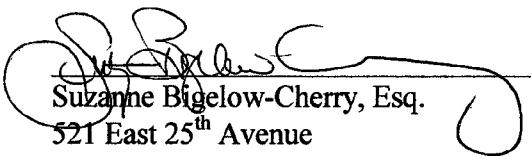
TO: Shawn Krestar

DATE OF NOTICE; May 13, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830


Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814/942-4389
Id. No.- 70223

3 **FILED** *M 12:55 PM* *MAY 18 2009* *no cc*
MAY 18 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

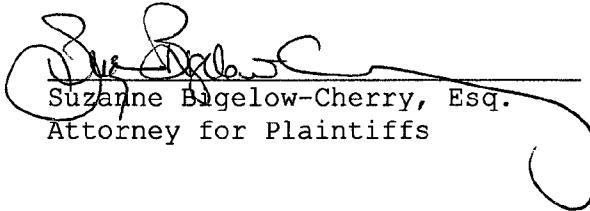
BOBBIE JO OSHALL and	:
JUSTIN C. OSHALL,	:
her husband	NO. 08-1361-CD
Plaintiff	:
	:
vs.	:
	:
SHAWN KRESTAR, individually	EQUITY
And t/d/b/a KRESTAR	:
CONTRACTING OF	:
308 Magee Avenue	:
Patton, PA 16668	:

CERTIFICATE OF SERVICE

I do hereby certify that on this 13th day of May,
2009, a true and correct copy of the within NOTICE OF DEFAULT
JUDGMENT was served upon the following by United States first
class mail, postage prepaid:

Mr. Shawn Krestar
808 Magee Avenue
Patton, PA 16668

Mr. Shawn Krestar
814 Magee Avenue
Patton, PA 16668


Suzanne Bigelow-Cherry, Esq.
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BOBBIE JO OSHALL and, :
JUSTIN C. OSHALL, :
her Husband, :
Plaintiff :
vs. : No. 08-1361-CD
: :
SHAWN KRESTAR, individually, :
and t/d/b/a KRESTAR CONTRACTING: :
Defendant :
:

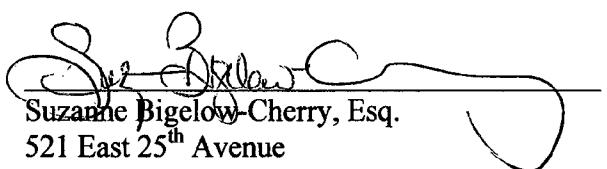
PRAECIPE FOR DEFAULT JUDGMENT

Please enter default judgment against the Defendant, SHAWN KRESTAR, individually, and t/d/b/a KRESTAR CONTRACTING for failure to file an Answer to the Complaint in this case. I hereby certify that Notice of Intention to take Default Judgment was sent to Shawn Krestar, May 13, 2009 as evidenced by the attached. The amount of the judgment to be entered is \$47,937.43 calculated as follows:

Count I	\$33,027.42
Count II	<u>\$14,910.00</u>

Total Judgment: \$47,937.43 plus record costs.

Respectfully Submitted,


Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814-942-4389
Id. No. - 70223

FILED Atty Pd.
MAY 18 2009 20.00
JUN 05 2009 Notice to Def.

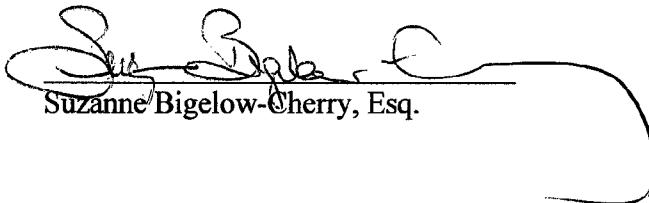
William A. Shaw
Prothonotary/Clerk of Courts

(GW)

CERTIFICATE OF SERVICE

I, SUZANNE BIGELOW-CHERRY, ESQ., hereby certify that on the 29th
day of May, 2009, a true and correct copy of the PRAECIPE FOR DEFAULT
JUDGMENT in the above-captioned case was served upon the following by United
States first class mail:

Mr. Shawn Krestar
808 Magee Avenue
Patton, PA 16668



Suzanne Bigelow-Cherry, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BOBBIE JO OSHALL and, :
JUSTIN C. OSHALL, :
her Husband, :
Plaintiff :
vs. : No. 08-1361-CD :
SHAWN KRESTAR, individually, :
and t/d/b/a KRESTAR CONTRACTING: :
Defendant :
:

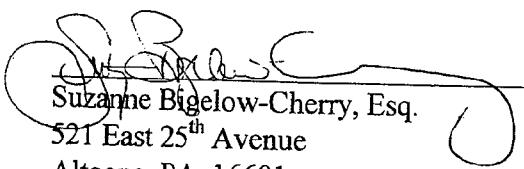
TO: Shawn Krestar

DATE OF NOTICE; May 13, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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Clearfield County Courthouse
Clearfield, PA 16830


Suzanne Bigelow-Cherry, Esq.
521 East 25th Avenue
Altoona, PA 16601
814/942-4389
Id. No.- 70223

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

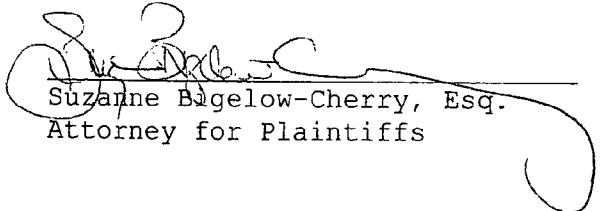
BOBBIE JO OSHALL and :
JUSTIN C. OSHALL, :
her husband : NO. 08-1361-CD
Plaintiff :
: vs. :
: :
SHAWN KRESTAR, individually: EQUITY
And t/d/b/a KRESTAR :
CONTRACTING OF :
808 Magee Avenue :
Patton, PA 16668 :
:

CERTIFICATE OF SERVICE

I do hereby certify that on this 15th day of November,
2009, a true and correct copy of the within NOTICE OF DEFAULT
JUDGMENT was served upon the following by United States first
class mail, postage prepaid:

Mr. Shawn Krestar
808 Magee Avenue
Patton, PA 16668

Mr. Shawn Krestar
814 Magee Avenue
Patton, PA 16668


Suzanne Bigelow-Cherry, Esq.
Attorney for Plaintiffs

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

BOBBIE JO OSHALL and
JUSTIN C. OSHALL, her Husband

vs.

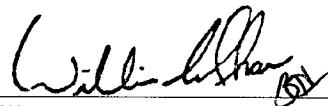
No. 2008-01361-CD

SHAWN KRESTAR, individually and
t/d/b/a KRESTAR CONTRACTING

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$47,937.43 on June 5, 2009.

William A. Shaw
Prothonotary



William A. Shaw