

01-810-CD
KEPHART TRUCKING CO. -vs- TWM STEEL, INC.

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

KEPHART TRUCKING CO.,
Plaintiff

-vs-

TMW STEEL, INC.,
Defendant

*
*
*
*
*

Docket No. 01- 810 -CD

Type of pleading:
COMPLAINT

Filed on behalf of:
PLAINTIFF, Kephart
Trucking Co.

Counsel of record for
this party:

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

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

FILED

MAY 29 2001

William A. Shaw
Prothonotary

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

KEPHART TRUCKING CO.,
Plaintiff

-vs-

TMW STEEL, INC.,
Defendant

*

*

*

*

*

Docket No. 01- -CD

N O T I C E

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

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

KEPHART TRUCKING CO.,
Plaintiff

-vs-

TMW STEEL, INC.,
Defendant

*

*

*

*

*

Docket No. 01- -CD

COMPLAINT

COMES NOW, Kephart Trucking Co., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Complaint against Defendant TMW Steel, Inc. In support thereof, plaintiff avers and shows as follows:

1. Plaintiff is Kephart Trucking Co., a Pennsylvania corporation with its principal place of business at P. O. Box 386, Bigler, Clearfield County, PA 16825.

2. Defendant is TMW Steel, Inc., believed to be an Ohio corporation, with its principal place of business at 1414 South Green Road #301, South Euclid, OH 44121.

3. Plaintiff is in the trucking business, operating under authority issued to it by the Interstate Commerce Commission/ Federal Highway Administration and the Pennsylvania Public Utility Commission, involving shipments that move in both interstate and intrastate commerce.

4. Defendant requires transportation services to transport steel commodities.

5. On or about August 16, 2000, the parties entered into a Service Agreement, whereby plaintiff agreed to provide transportation services for defendant.

6. Attached hereto as Appendix A is a copy of the Service Agreement entered into between the parties.

7. Pursuant to the terms of the said Service Agreement, attached hereto as Appendix A, plaintiff provided transportation services for defendant for steel commodities moving between points in various states, such as PA, CT, NJ and OH.

8. Under the terms of the Service Agreement entered into between the parties, payment is due to plaintiff within 7 days of the date of each invoice issued to defendant.

9. Defendant has failed and refused to make timely payment, as specified in the Service Agreement entered into between the parties.

10. Attached hereto as Appendix B is a print out showing the dates of service provided by plaintiff, invoice numbers and past due amounts due and owing by defendant to plaintiff.

11. Attached hereto as Appendix C are true and correct copies of three of the unpaid invoices presented by plaintiff to defendant, dated December 26, 2000 and January 2, 2001.

12. As shown by the terms of each invoice, attached hereto as

Appendix C, interest on unpaid balances is due at the rate of 18% per annum.

13. Continuing interest on the unpaid balance owed to plaintiff is measured from January 2, 2001, which is seven days after the unpaid December 26, 2000 invoice.

14. Plaintiff has made repeated demands for payment, but defendant has failed and refused to make payment as required.

15. Plaintiff hereby asserts the sum of \$500.00 as its attorney's fees in moving forward to file this Complaint and to initiate the legal process that has now occurred. In addition, if additional fees are incurred in order to recover the debt owed by defendant to plaintiff, plaintiff reserves the right to supplement its claim for attorney's fees accordingly, with such fees to be charged against defendant pursuant to paragraph 5 of the Service Agreement entered into between the parties and attached hereto as Appendix A.

16. Defendant is indebted to plaintiff in the amount of \$9,992.21, plus continuing interest at the rate of 18% per annum on the unpaid balance, as measured from January 2, 2001, and \$500.00 for attorney's fees.

17. Venue for this action arises in Clearfield County, Pennsylvania for the following reasons:

(a) The trucks used by plaintiff for deliveries are domiciled in Bigler, Clearfield County, Pennsylvania.

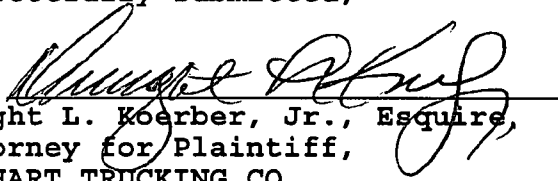
(b) The trucks used by plaintiff for deliveries are dispatched from Bigler, Clearfield County, Pennsylvania.

(c) Payment or delivery of defendant's commodities is required to be made in Bigler, Clearfield County, Pennsylvania.

(d) The Service Agreement entered into between the parties specifies that the jurisdiction and venue are established as being in Clearfield County, Pennsylvania.

WHEREFORE, plaintiff prays that judgment be entered in its favor and against defendant in the amount of \$9,992.21, plus continuing interest from January 2, 2001 at the rate of 18% per annum, plus attorney's fees in the amount of \$500.00, and plus costs of suit.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire,
Attorney for Plaintiff,
KEPHART TRUCKING CO.

VERIFICATION

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

Yvonne M. Ling
Yvonne M. Ling
DATE: 5/18/01

APPENDIX A

Attached hereto is a true and correct copy of the Service Agreement entered into between the parties on or about August 16, 2000.

Service Agreement 1018-KTC

SERVICE AGREEMENT

THIS AGREEMENT represents the terms and conditions under which Kephart Trucking Co., P.O. Box 386, Bigler, PA, 16825, and the customer listed below have agreed to establish a business relationship.

- (1) The name, address and telephone number of Customer are as follows:

TMW Steel, Inc.
1414 South Green Road #301
South Euclid, OH 44121

216-297-0750

- (2) Kephart Trucking Co. agrees to provide lawful transportation services, pursuant to the operating authority granted to it by the Interstate Commerce Commission in Docket No. MC-138386 and the Pennsylvania Public Utility Commission in Docket No. A-96036.

- (3) In view of the fact that there are a variety of different territories to which service is needed, involving diverse scheduling requirements for loading, unloading, and service, the parties agree that the charge for transportation services shall be established in accordance with terms agreed upon by the parties from time-to-time. Such charges shall be reflected in the attached Addendum's listed under Appendix "A" covering the exact level of rates that will be assessed.

- (4) Kephart Trucking Co. will promptly issue a freight invoice after transportation services are rendered.

Customer hereby agrees to make payment of the charges set forth in that invoice within seven (7) days of the date of invoice. It is further agreed that failure to make full payment within the seven (7) day period shall result in interest being assessed at the rate of Eighteen (18%) percent per year on any unpaid balance.

(5) In the event that Customer fails to make payment in accordance with the aforesaid payment schedule, Customer shall be responsible for paying all costs of collection, including the cost of reasonable attorney's fees.

(6) Kephart Trucking Co. and its Customer hereby agree that the within Service Agreement which they are entering into has been agreed upon and accepted as a contract at Carrier's headquarters in Bigler, Pennsylvania, which is in Clearfield County. The parties hereby further agree that in the event there should be any need to interpret or enforce the terms and conditions of the contract between the parties, pertaining to the services that are rendered under this agreement, that jurisdiction and venue are established as being in Clearfield County, Pennsylvania.

(7) The parties agree that this document is intended to have continuing application to the business relationship between them. In the event the parties wish to modify the terms and conditions and basic understanding set forth in this Service Agreement, this may be accomplished only through a written document signed by both parties.

7 days

(8) In recognition of the fact that Kephart Trucking Co. will be required to expend considerable sums of money in order to render the services that are covered by this agreement, and in view of the fact that Kephart Trucking Co. is not insisting upon a prepaid transportation agreement, it is necessary for Customer to establish that it is a credit-worthy entity, able to fulfill the payment obligation set forth in this agreement. Accordingly, the parties agree that the following document(s) shall be furnished prior to the time that any services are rendered (check where appropriate):

☐ (a) Personal guarantees are required from owners of Customer, as provided in Appendix A, attached hereto.

☐ (b) Credit report from Dun & Bradstreet will be furnished.

☒ (c) Completed Credit Application

(9) This contract does not obligate either party to any particular volume of business, but instead establishes the terms of the legal relationship between the parties if they elect to do business with one another.

IN WITNESS WHEREOF, the parties hereunto have set forth their signatures, acting individually or as duly authorized representatives, on behalf of their respective principals.

Kephart Trucking Co.

Signed THH

Printed Name : Thomas Hampton

Title: Operations Manager

Date: 8-16-00

TMW Steel, Inc.

Signed: Abe Newman

Printed Name: Abe Newman

Title: Pres.

Date: 8-16-00

8 16 00

8 16 00



APPENDIX "A"**TRANSPORTATION RATE SCHEDULE**

Date: August 17, 2000

Carrier agrees to satisfactorily transport the Commodities from the origin to destination points as follows:

Origin : Vandergrift, PA

Destination: Newark, NJ

Rate : \$1.40 CWT

Material Type: Steel

Special Consideration: Flatbed (Minimum 44,000)

- In addition, if a "truck ordered-not used" expense occurs, the amount will be determined at the time of occurrence.

Detention Time: Two (2) free hours, then \$45.00 per hour thereafter.

This Appendix is governed by the terms and conditions of the Service Agreement # 1018-KTC dated August 17, 2000 by and between Kephart Trucking Co. (Carrier) and TMW Steel Inc. (Shipper) is incorporate into such Transportation Agreement as if fully set forth therein.

CARRIER:

Kephart Trucking Co.

Signed: THAMPTON

Printed Name: Thomas Hampton

Title: Operations Manager

CUSTOMER:

TMW Steel Inc.

Signed : _____

Printed Name: _____

Title: _____

APPENDIX B

Attached hereto is a print out showing the dates of service provided by plaintiff, the invoice numbers, and the unpaid balance of \$9,992.21 owed by defendant to plaintiff.

Run 04/20/01 at 15:01:58
 Invoice Cutoff Bill Date: 04/20/01 Age Date: 04/20/01

KEPHART TRUCKING CO.

AGED ACCOUNTS RECEIVABLE REPORT

Code	Customer	Balance	Current
2456	TMW STEEL, INC. SOUTH EUCLID, OH		Phone. Last P

Ship	Bill*	Rev	Load No	Age	Amount		
12/21/00	12/26/00	12/22/00	00151441	115	900.40	900.40	
12/21/00	12/26/00	12/22/00	00151452	115	930.00	930.00	
12/22/00	12/27/00	12/01/00	00151501	114	1740.38	100.00	
12/27/00	01/02/01	12/28/00	00151644	108	630.00	630.00	
01/04/01	01/08/01	01/04/01	00151825	102	625.00	625.00	
01/22/01	01/24/01	01/23/01	00152467	86	638.30	638.30	
01/24/01	01/29/01	01/25/01	00152593	81	624.82	624.82	
02/02/01	02/06/01	02/05/01	00152962	73	1281.70	1281.70	
02/14/01	02/20/01	02/15/01	00153457	59	1310.68	1310.68	
02/19/01	02/21/01	02/20/01	00153522	58	1004.76	1004.76	
02/19/01	02/26/01	02/20/01	00153658	53	630.00	630.00	
02/21/01	02/27/01	02/22/01	00153737	52	654.63	654.63	
03/01/01	03/08/01	03/02/01	00154122	43	661.92	661.92	
						9992.21	0.00
						100.00%	0.00%

GRAND TOTALS	9992.21	0.00
	100.00%	0.00%

Customers on this report.....: 1
 Number of Invoices.....: 13
 Average Invoice Amount.....: 768.63

APPENDIX C

Attached hereto are true and correct copies of three of the invoices presented to defendant by plaintiff.

KEPHART TRUCKING CO.
P.O. BOX 386
BIGLER, PA 16825-0386

PHONE: (814) 857-7704
 FAX: (814) 857-7250

ORIGINAL INVOICE

	INVOICE NO.	INVOICE DATE	PAGE
	151452	12/26/00	1
ORIGIN	FERROUS METAL PROCESSING BROOKLYN, OH 44144-0000		
DESTINATION	BUSHWICK IRON & STEEL BRIDGEPORT, CT 06602		

TMW STEEL, INC. 2456
 1414 SOUTH GREEN ROAD #301
 SOUTH EUCLID, OH 44121

A FINANCE CHARGE OF 1 1/2% PER MONTH,
 WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%,
 WILL BE CHARGED ON ALL PAST-DUE BALANCES.

Please remit payment to:

Kephart Trucking Co.
 c/o CNB
 P.O. Box 301
 Clearfield, PA 16830

ORDER NO.	COMMODITY	UNITS	TERMS
-----------	-----------	-------	-------

032771 STEEL - MISC Per CWT Due in 7 days

TRUCK NO.	DATE	TICKET NO.	NET WEIGHT	NO. UNITS	RATE	AMOUNT
-----------	------	------------	------------	-----------	------	--------

254	12/22/00	332896	39794	440.00	2.00	880.00
	ADDITIONAL			1.00	50.00	50.00

TOTAL UNITS	TAXABLE SUBTOTAL	NON-TAXABLE SUBTOTAL
440.00		\$ 930.00

SUBTOTAL	\$ 930.00
TAX	
MISC.	
TOTAL	\$ 930.00

KEPHART TRUCKING CO.
P.O. BOX 386
BIGLER, PA 16825-0386

PHONE: (814) 857-7704
 FAX: (814) 857-7250

ORIGINAL INVOICE

	INVOICE NO.	INVOICE DATE	PAGE
	151441	12/26/00	1
ORIGIN	FERROUS METAL PROCESSING BROOKLYN, OH 44144-0000		
DESTINATION	BUSHWICK IRON & STEEL BRIDGEPORT, CT 06602		

TMW STEEL, INC. 2456
 1414 SOUTH GREEN ROAD #301
 SOUTH EUCLID, OH 44121

A FINANCE CHARGE OF 1 1/2% PER MONTH,
 WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%,
 WILL BE CHARGED ON ALL PAST-DUE BALANCES.

Please remit payment to:

Kephart Trucking Co.
 c/o CNB
 P.O. Box 301
 Clearfield, PA 16830

ORDER NO.	COMMODITY	UNITS	TERMS
-----------	-----------	-------	-------

032629 STEEL - MISC Per CWT Due in 7 days

TRUCK NO.	DATE	TICKET NO.	NET WEIGHT	NO. UNITS	RATE	AMOUNT
333	12/22/00	1647	45020	450.20	2.00	900.40

TOTAL UNITS	TAXABLE SUBTOTAL	NON-TAXABLE SUBTOTAL
450.20		\$ 900.40

SUBTOTAL	\$ 900.40
TAX	
MISC.	
TOTAL	\$ 900.40

KEPHART TRUCKING CO.
P.O. BOX 386
BIGLER, PA 16825-0386

PHONE: (814) 857-7704
 FAX: (814) 857-7250

ORIGINAL INVOICE

	INVOICE NO.	INVOICE DATE	PAGE
	151644	01/02/01	1
ORIGIN	MSI VANDERGRIFF, PA 15690-00		
DESTINATION	PERLEN STEEL NEWARK, NJ 07101-7199		

TMW STEEL, INC. 2456
 1414 SOUTH GREEN ROAD #301
 SOUTH EUCLID, OH 44121

A FINANCE CHARGE OF 1 1/2% PER MONTH,
 WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%,
 WILL BE CHARGED ON ALL PAST-DUE BALANCES.

Please remit payment to:

Kephart Trucking Co.
 c/o CNB
 P.O. Box 301
 Clearfield, PA 16830

ORDER NO.	COMMODITY	UNITS	TERMS
032530	STEEL - MISC	Per CWT	Due in 7 days

TRUCK NO.	DATE	TICKET NO.	NET WEIGHT	NO. UNITS	RATE	AMOUNT
266T1	12/28/00 WEIGHMENT	1644	42226	440.00 2.00	1.40 7.00	616.00 14.00

TOTAL UNITS	TAXABLE SUBTOTAL	NON-TAXABLE SUBTOTAL
440.00		\$ 630.00

SUBTOTAL	\$ 630.00
TAX	
MISC.	
TOTAL	\$ 630.00

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Docket No. 01- -CD

KEPHART TRUCKING CO.,
Plaintiff

-VS-

TMW STEEL, INC.,
Defendant

COMPLAINT

FILED

MAY 29 2001

W William A. Shaw
Prothonotary

pd \$80.00

3cc atty

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY - AT-LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEARFIELD, PENNSYLVANIA 16830

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

*

Type of Pleading:
AFFIDAVIT OF SERVICE

Filed on behalf of:
PLAINTIFF:
KEPHART TRUCKING CO.

Counsel of record for
this party:

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

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

FILED

JUN 21 2001

William A. Shaw
Prothonotary

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

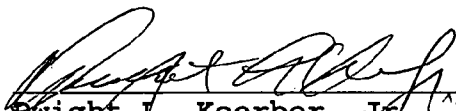
*

AFFIDAVIT OF SERVICE

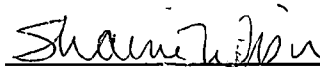
I, Dwight L. Koerber, Jr., being duly sworn according to law, depose and state that I have served a certified copy of the COMPLAINT filed in the above captioned matter via United States Certified Mail with Return Receipt Requested upon defendant at the address listed below:

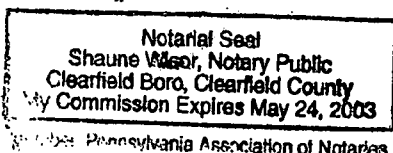
TMW Steel, Inc.
1414 South Green Road
Suite 301
South Euclid, OH 44121

Attached hereto is the Receipt for Certified Mail and the corresponding Domestic Return Receipt.


Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFF:
Kephart Trucking Co.

Sworn to and subscribed
before me this 21st
day of June, 2001.


Notary Public



**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Abe Newman, President/TMW Steel, Inc.

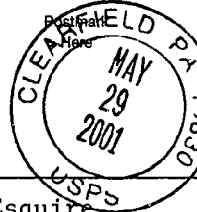
Postage \$.97

Certified Fee 1.90

Return Receipt Fee
(Endorsement Required) 1.50

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$ 4.37



Name (Please Print Clearly) (to be completed by mailer)

Dwight L. Koerber, Jr., Esquire

Street, Apt. No., or PO Box No.

PO Box 1320

City, State, ZIP+4

Clearfield, PA 16830

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Abe Newman, President
TMW STEEL, INC.
1414 South Green Road
Suite 301
South Euclid, OH 44121

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

5-31-01

C. Signature

X

[Signature]

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☒ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 6401 1541

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

KEPHART TRUCKING CO.,
Plaintiff

-vs-

TMW STEEL, INC.,
Defendant

AFFIDAVIT OF SERVICE
Docket No. 01-810-CD

FILED

JUN 21 2001

6/22/01 atty
William A. Shaw
Prothonotary

W. L. Koerber

Law Office

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

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

*

Type of Pleading:
PRAECIPE TO ENTER JUDGMENT

Filed on behalf of:
PLAINTIFF:
KEPHART TRUCKING CO.

Counsel of record for
this party:

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

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

FILED

JUL 11 2001

William A. Shaw
Prothonotary

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

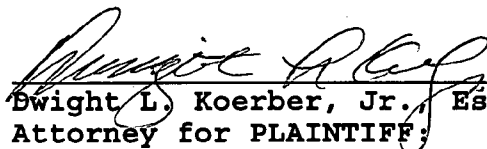
*

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment against TMW Steel, Inc., in the amount of \$9,992.21, plus continuing interest from January 2, 2001 at the rate of 18% per annum, attorneys fees in the amount of \$500.00, and costs of suit. Attached hereto is a copy of the DeFault Notice served upon Defendant.

Respectfully submitted,


Dwight L. Koerber, Jr. Esquire
Attorney for PLAINTIFF:
Kephart Trucking Co.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

*Attorneys at Law
110 North Second Street*

*P. O. Box 1320
Clearfield, PA 16830*

*Dwight L. Koerber, Jr.
Cynthia B. Stewart*

*Telephone (814) 765-9611
Facsimile (814) 765-9503*

FILE COPY

June 21, 2001

Abe Newman, President
TMW STEEL, INC.
1414 South Green Road
Suite 301
South Euclid, OH 44121

**RE: KEPHART TRUCKING CO. v.
TMW STEEL, INC.
Docket No. 01-810-CD**

Dear Mr. Newman:

Enclosed herewith is a notice that we are serving upon
you in accordance with the Pennsylvania Rules of Civil Procedure.

Very Truly Yours,


Dwight L. Koerber, Jr.

DLK/sw

Enclosure:

DeFault Notice (orig.)

cc: Kephart Trucking Co.

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

*

Type of Pleading:
DEFAULT NOTICE

Filed on behalf of:
PLAINTIFF:
KEPHART TRUCKING CO.

Counsel of record for
this party:

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

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

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

*

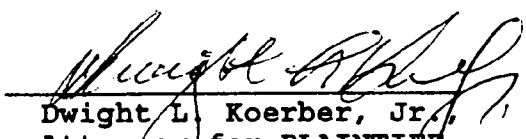
DEFAULT NOTICE

To: TMW Steel, Inc.
1414 South Green Road
Suite 301
South Euclid, OH 44121

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982


Dwight L. Koerber, Jr.
Attorney for PLAINTIFF:
Kephart Trucking Co.

Date: June 21, 2001

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

KEPHART TRUCKING CO.,
Plaintiff

-vs-

TMW STEEL, INC.,
Defendant

PRAECIPE TO ENTER JUDGMENT
Docket No. 01-810-CD

FILED
2:43
JUL 11 2001
g.c.
Why
Koeber
is

William A. Shaw
Prothonotary

Law Office
Not a Def
Storck
for

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

COPY

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

KEPHART TRUCKING CO.,
Plaintiff

*

-vs-

*

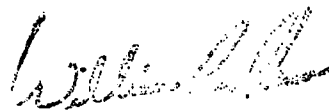
Docket No. 01-810-CD

TMW STEEL, INC.,
Defendant

*

N O T I C E

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$9,992.21, plus attorneys fees in the amount of \$500.00, interest from January 2, 2001 at the rate of 18% per annum, and costs in the amount of \$100.00.



William A. Shaw, Prothonotary

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

Kephart Trucking Co.
Plaintiff(s)

No.: 2001-00810-CD

Real Debt: \$9,992.21

Atty's Comm:

Vs.

Costs: \$20.00

Int. From:

TMW Steel, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 11, 2001.

Expires: July 11, 2006

COPY

Certified from the record this July 11, 2001.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney