

02-807-CD
CLEVELAND BROTHERS -vs- KEPHART TRUCKING CO.
EQUIPMENT CO., INC.

SHAH & BYLER, LLP
Anthony L. Byler, Esquire
PA Identification No.: 76379
Guido A. Babore, Esquire
PA Identification No.: 83412
Penn Mutual Towers
510 Walnut Street, 9th Floor
Philadelphia, PA 19106
(215) 238-1045

Attorneys for Plaintiff

CLEVELAND BROTHERS :
EQUIPMENT CO., INC. :
5300 Paxton Street :
Harrisburg, PA 17111 :
Plaintiff, :

v. :

KEPHART TRUCKING CO. :
P.O. Box 386 :
Route 322 West :
Bigler, PA 16825 :

Defendant. :

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CIVIL ACTION NO. 02-807-CD

COMPLAINT AND SUMMONS

FILED

MAY 20 2002

William A. Shaw
Prothonotary

SHAH & BYLER, LLP
Anthony L. Byler, Esquire
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CLEARFIELD COUNTY

CIVIL ACTION NO.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action 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.

AVISO

Le han demandado a usted en ~ corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de h demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o obpciones alas dananda sen contradesu persona. Se avisadoque si usted no defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previoaviso o notificacion. Ademas, la corte puede deci& a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perer du~ero o sus propiedades u otros derechos importantes para usted.

Le da esta demanda a un abogado inmediatamente. no fseoe abogado o si no fene el dinero sllieute de Fagartal serDicio. Vaya enpersona o llameportelefono a la oficina cuya direccin se encYentra escrita abajo Fara ~rDeriguar donde se puede conse~ir asistencia legal.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

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P.O. Box 386 :
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Defendant. :

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CIVIL ACTION NO.

COMPLAINT

Plaintiff, Cleveland Brothers Equipment Co., Inc. ("Cleveland Brothers"), through its undersigned counsel hereby files its Complaint against the Defendant, Kephart Trucking Co. ("Kephart"), and in support thereof avers as follows:

PARTIES

1. Cleveland Brothers is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 5300 Paxton Street, Harrisburg, PA 17111.
2. Upon information and belief, Defendant is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located

at P.O. Box 386, Route 322 West, Bigler, PA 16825

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction over all claims set forth in this Complaint, and has personal jurisdiction over the Defendant, who is a business entity located, and doing business, within the Commonwealth.

4. Venue is proper in Clearfield County, since Defendant maintains its offices and conducts business within the County.

COUNT I
BREACH OF CONTRACT

5. Plaintiff incorporates by reference the averments contained in paragraphs 1 through 4 above as though set forth at length herein.

6. Cleveland Brothers is a corporation engaged in the business of renting and selling Construction Equipment.

7. From October 1, 2001 through October 31, 2001, Plaintiff rented Defendant a piece of Caterpillar Equipment, Model 826C (the "Equipment").

8. The monthly rental fee for the Equipment was \$15,000.00. A true and correct copy of the invoice for this rental is attached hereto as Exhibit "A" and is incorporated herein by reference.

9. At the time of the rental, the Equipment was in proper working condition.

10. Plaintiff also provided Defendant with parts and services from October 1, 2001 through March 2002. True and correct copies of the invoices for parts and services are attached hereto as Exhibit "B" and are incorporated herein by reference.

11. In an effort to collect the outstanding amounts due for the equipment, parts and

services, Cleveland Brothers submitted invoices to Defendant that detailed the equipment, parts and services supplied and the net amount due and owing. See Exhibits "A" and "B".

12. The unpaid amount for the equipment, parts and services that were provided is \$20,165.27, plus interest. A true and correct copy of a Statement of Defendant's account with Cleveland Brothers is attached hereto as Exhibit "C" and is incorporated herein by reference.

13. Defendant's account with Cleveland Brothers was a net 30 account with 1 ½% interest per month charged on all delinquent accounts.

14. Despite repeated demands, Defendant has failed and refused to this date to pay the amount due and owing to Cleveland Brothers.

15. Cleveland Brothers has satisfied all conditions precedent to the commencement of this action and/or Defendant has waived them.

WHEREFORE, Cleveland Brothers Equipment Co., Inc. demands judgment in its favor and against the Defendant in the principal amount of \$20,165.27, plus contractual interest at 1.5% per month, costs of suit, attorney's fees and such other relief as this Court deems just, proper and equitable.

COUNT II
UNJUST ENRICHMENT

16. Plaintiff incorporates by reference paragraphs 1 through 15 of this Complaint as though set forth at length herein.

17. Cleveland Brothers provided the equipment, parts and services to Defendant fully expecting compensation from Defendant.

18. The value provided is greater than the amount paid by Defendant.

19. Defendant has enjoyed the benefit of the equipment, parts and services provided

by Cleveland Brothers.

20. Defendant never stopped Cleveland Brothers from providing the equipment, parts and services to Defendant, and in fact, specifically requested the same.

21. The unpaid value of the items provided by Cleveland Brothers to Defendant is \$20,165.27, plus interest.

22. Defendant's retention of the benefit of the items provided by Cleveland Brothers without compensating Cleveland Brothers for these items would be unjust.

WHEREFORE, Cleveland Brothers Equipment Co., Inc. demands judgment in its favor and against the Defendant in the principal amount of \$20,165.27, plus contractual interest at 1.5% per month, costs of suit, attorney's fees and such other relief as this Court deems just, proper and equitable.

COUNT III
QUANTUM MERUIT

23. Plaintiff incorporates by reference paragraphs 1 through 22 above as though set forth at length herein.

24. Defendant has received the benefit of the equipment, parts and services provided by Cleveland Brothers.

25. It would be inequitable and unjust for Defendant to retain the benefit conferred upon it by Cleveland Brothers without making payment to Cleveland Brothers for such benefit.

26. Cleveland Brothers is entitled to the *quantum meruit* value of the equipment, parts and services provided to Defendant.

27. The *quantum meruit* value of the equipment, parts and services provided by Cleveland Brothers to Defendant for which Defendant has failed and refused to remit to Cleveland Brothers is \$20,165.27, plus interest.

WHEREFORE, Cleveland Brothers Equipment Co., Inc. demands judgment in its favor and against the Defendant in the principal amount of \$20,165.27, plus contractual interest at 1.5% per month, costs of suit, attorney's fees and such other relief as this Court deems just, proper and equitable.

COUNT IV
PROMISSORY ESTOPPEL

28. Plaintiff incorporates by reference paragraphs 1 through 27 above as though set forth at length herein.

29. Defendant promised to pay Cleveland Brothers for the equipment, parts and services that were provided.

30. Cleveland Brothers relied upon Defendant's promises in its decision to furnish equipment, parts and services to Defendant.

31. Cleveland Brothers' reliance on Defendant's promises was both reasonable and foreseeable.

32. Cleveland Brothers has been injured due to Defendant's failure and refusal to remit \$20,165.27, plus interest, the value for the equipment, parts and services that were provided.

WHEREFORE, Cleveland Brothers Equipment Co., Inc. demands judgment in its favor and against the Defendant in the principal amount of \$20,165.27, plus contractual interest at

1.5% per month, costs of suit, attorney's fees and such other relief as this Court deems just, proper and equitable.

Respectfully submitted,

SHAH & BYLER, LLP

BY:



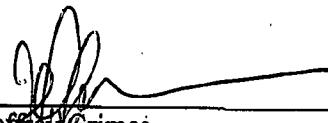
Anthony L. Byler, Esquire
Guido A. Babore, Esquire
Attorneys for Plaintiff

Dated: May 16, 2002

VERIFICATION

I, Jeffrey Grimes, verify that I have knowledge of the facts giving rise to this lawsuit, and that I am authorized to provide this Verification. I further verify that I have read the foregoing Complaint, and, to the best of my knowledge, information and belief, the facts set forth in the Complaint are true and correct.

I understand that the statements in the Complaint and this Verification are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsifications to authorities.



Jeffrey Grimes
Cleveland Brothers Equipment Co., Inc.

A

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2371
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBG. (ENGINE DIV)	800 - 538-1020
MILESBURG	814 - 355-3500

A

SHIP TO

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA

16825

LINE NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
003	09-20-01	4023100					00	G	97	4	1
IDENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.	
0	07-31-01				10					77169	
MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING				MACH ID NO.	
826C	87X01367					6375.0				UT6531	
TITLE				DESCRIPTION						TOTAL	
EQUIPMENT RENTAL CATERPILLAR 826/816 ID NO: UT6531			FROM 10/01/01 THRU 10/31/01 MODEL 826C SERIAL NO: 87X01367							15000.00	

A 11 1/2% per month (18% per Annum will be charged on all balances not paid within the terms stated above. Rental rate based on 44 hour week, or 176 hours per month. Normal clean up responsibility of lessor. Excessive clean up, normal maintenance and damages to machine responsibility of lessee.
Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title shall remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgement, or otherwise shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes over due seller may avail himself of any legal remedy including the right to repossess the equipment without notice.
Claims for shortages must be made within ten days return no goods without authorization from this office. Address all payments and correspondence regarding accounts to: BOX 2535, HARRISBURG, PA 17105

PAY THIS AMOUNT ►	15000.00
AMOUNT CREDIT ►	

TERMS: PAYMENT DUE
UPON RECEIPT UNLESS
OTHERWISE STATED.

CUSTOMER COPY

KLEER-FAX
80000 SERIES
30% P.C.W.
RECYCLED®

B

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES
WILKES-BARRE 570 - 822-8141
FRACKVILLE 570 - 874-3580
PHILIPSBURG 814 - 342-4210
TURBOTVILLE 570 - 538-2551
MANSFIELD 570 - 662-7171
STATE COLLEGE 814 - 237-8338
LANCASTER 717 - 859-4905
HBO. (ENGINE DIV) 717 - 564-3763
MILESBURG 814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS
5156111	10-06-01	4023100					10	T	43	4
50	DOC. DATE	PC			SHIP VIA		INV SE			14
586	08-22-01	12	10	10						
	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH I		
	C-12	02KS22909			312	516838.0				

	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSI
ACE	CAMSHAFT				
0R-8773	INJECTOR GP	S		297.58	297.58
	CORE DEPOSIT	S		140.00	140.00
	CORE RETURN	S		140.00	140.00
0R-9428	CAMSHAFT AS	N		753.64	753.64
	CORE DEPOSIT	N		510.67	510.67
	CORE RETURN	S		510.67	510.67
3H-0976	RING	S		8.21	8.21
7C-1798	SCREW ROCKER	S		4.95	4.95
7W-7235	BUTTON	S		9.38	9.38
8I-2777	O RING	S		2.58	2.58
104-3568	PUSH ROD	N		18.41	18.41
115-9400	ARM INJ	S		88.89	88.89
164-4589	GASKET KIT	N		285.68	285.68
169-4166	SEAL GP-CSHF	N		21.68	21.68
174-2475	SEAL-INTEGRAL	S		30.74	30.74
179-7272	LIFTER AS-UI	S		52.46	52.46
	TOTAL PARTS		SEG. 01		1574.20 *
	LESS 100%-PARTS				1574.20 -*
	TOTAL LABOR		SEG. 01		1501.00 *
	LESS 100%-LABOR				1501.00 -*
.00	MB16926TS		TOWING		402.50

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	CONT'D
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378

BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
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TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 882-7171
STATE COLLEGE	814 - 237-8338
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MILESBURG	814 - 355-3500

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SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE											
SERV5156111	10-06-01	4023100					10	T	43	4	2											
PSO	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.												
MB08586	08-22-01	12	10	10						1459465												
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.													
AA	C-12	02KS22909			312	516838.0																
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION														
			TOTAL MISC CHGS LESS 100%-MISC				SEG. 01	402.50 *														
			SEGMENT 01 TOTAL					402.50 - *														
								.00 T														

CHARGES FOR MISCELLANEOUS																						
10	6K-0806		TIE	S			.30	3.00														
1	8T-4984		CLAMP	S			8.46	8.46														
			TOTAL PARTS				SEG. 02	11.46 *														
1.00	MB16928TS		A/C REPAIR					277.31														
			TOTAL MISC CHGS				SEG. 02	277.31 *														
			SEGMENT 02 TOTAL					288.77 T														
			STANDARD WARRANTY COVERED REPAIRS				3477.70															

THANK YOU AND WE APPRECIATE YOUR BUSINESS!!!																						

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PAY THIS
AMOUNT ►

CONT'D

AMOUNT
CREDIT ►

TERMS: NET 30 DAYS
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HARRISBURG, PA. 717-564-2121
800-482-2378

BRANCHES

WILKES-BARRE	570 - 822-8141
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MANSFIELD	570 - 662-7171
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SERV5156111	10-06-01	4023100						10	T	43	4	3																							
PSO	DOC. DATE	PC	LC	MC	SHIP VIA							INV SEQ NO.																							
MB08586	08-22-01	12	10	10								1459465																							
MAKE	MODEL	SERIAL NUMBER				EQUIPMENT NUMBER		METER READING		MACH ID NO.																									
AA	C-12	02KS22909				312		516838.0																											
QUANTITY	ITEM	N/R	DESCRIPTION					UNIT PRICE			EXTENSION																								
TERMS: NET 30 DAYS UNLESS		OTHERWISE STATED.																																	
		* * * C O D * * *																																	

Service charge of 1 1/2% per month on all delinquent accounts.

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PARTS NOT RETURNED WITHIN 10 DAYS
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PAY THIS AMOUNT ►	288.77
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

Cleveland Brothers



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800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
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INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
SERV5156800	10-12-01	4023100				10	T	43	4	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
MB08496	08-14-01	12	10	10					1463069	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	C-12	02KS27600			319	231180.0				
QUANTITY	ITEM	N/R	DESCRIPTION					UNIT PRICE	EXTENSION	
REPLACE	GASKET/RESEAL UNIT		INJECTOR							
INTERMITTENT MISFIRE AND TESTED AND FOUND COMPRESSION FAILED PARTS/LABOR PER ROD	LOW POWER WHEN LOADED.									
6 9X-7317	TESTED AND FOUND COMPRESSION	SEAL O RING	IN FUEL SYSTEM.					2.35	14.10	
6 9X-7557	FAILED SEAL ON #5. CUST	SEAL	REQ ASSIST - POLICY 70%					5.52	33.12	
6 119-8784	PARTS/LABOR PER ROD	O RING	T80E - 10/10/01					4.52	27.12	
			TOTAL PARTS					SEG. 01	74.34 *	
			LESS 70%-PARTS						52.03 - *	
			TOTAL LABOR					SEG. 01	494.00 *	
			LESS 70%-LABOR						345.80 - *	
			SEGMENT 01 TOTAL						170.51 T	

			POLICY							
			COVERED REPAIRS					397.83		
THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.										

Service charge of 1 1/2% per month on all delinquent accounts.

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PAY THIS AMOUNT ►	CONT'D
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
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MANSFIELD	570 - 662-7171
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LANCASTER	717 - 859-4905
HBG. (ENGINE DIV)	717 - 584-3763
MILESBURG	814 - 355-3500

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BIGLER, PA 16825

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INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
SERV5156800	10-12-01	4023100					10	T	43	4	2
PSO	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.	
MB08496	08-14-01	12	10	10						1463069	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH ID NO.			
AA	C-12	02KS27600			319	231180.0					
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION			
		*	C O D				*				

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
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PAY THIS AMOUNT ►	170.51
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES
WILKES-BARRE 570 - 822-8141
FRACKVILLE 570 - 874-3560
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PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.											
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH ID NO.												
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION													
PARTS SALES PERSON: TERRY A. SCOTT HARRISBURG - OPEN 7:00 A.M. TILL 10:00 P.M. MONDAY THROUGH FRIDAY WILKES BARRE - OPEN 7:00 A.M. TILL 8:00 P.M. MONDAY THROUGH FRIDAY MANADA HILL - OPEN 7:30 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY STATE COLLEGE - 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY MILESBURG - OPEN 7:00 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY ALL OTHER STORES - OPEN 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY																				
1 -	0R-6169		PARTIAL CRDT			S	594.38													
			TOTAL PARTS				594.38 T													
THANK YOU TERMS: NET 30 DAYS UNLESS OTHERWISE STATED. " VISIT OUR WEB SITE AT WWW.CLEVELANDBROTHERS.COM "																				
* * * C O D * * * * * * CREDIT MEMO * * *																				

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	CREDIT MEMO
AMOUNT CREDIT ►	594.38

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES
WILKES-BARRE 570-822-8141
FRACKVILLE 570-874-3580
PHILIPSBURG 814-342-4210
TURBOTVILLE 570-538-2551
MANSFIELD 570-662-7171
STATE COLLEGE 814-237-8338
LANCASTER 717-859-4905
HBO. (ENGINE DIV) 717-564-3763
MILESBURG 814-355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
SERV5166507	01-05-02	4023100				10	T	43	1	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
MB09512	11-21-01	12	10	10					1512234	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	C-12	02KS22837			313	573330.0				
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION			
REPLACE CYLINDER PACK										
MISFIRE ON #1 CYLINDER. TESTED AND FOUND #1 INTAKE VALVE BROKEN. THIS DAMAGED CYLINDER HEAD, 2 CYLINDER PACKS, TURBO AND TURBO HOUSING. POLICY PER STACY KEYSOR B1BV AUTH. C337-2 40% PARTS AND LABOR.										
1 0E-7578	TURBO GP	S	795.81			795.81				
1 -	CCRE DEPOSIT	S	1056.00			1056.00				
1 -	CCRE RETURN	S	1056.00			1056.00-				
2 0R-8777	CYL PACK	S	313.54			313.54	627.08			
2 -	CCRE DEPOSIT	S	273.33			273.33	546.66			
1 0R-9749	CCRE RETURN	S	273.33			273.33	546.66-			
1 -	HEAD GP CYL	S	997.77			997.77	997.77			
1 -	CCRE DEPOSIT	S	2516.00			2516.00	2516.00			
1 -	CCRE RETURN	S	2516.00			2516.00	2516.00-			
1 1S-4295	GASKET	S	6.48			6.48	6.48			
2 3E-0647	SEAL-O-RING	S	2.84			2.84	5.68			
6 4G-4972	SEAL	S	2.89			2.89	17.34			
6 5E-3456	SEAL-O-RING	N	3.85			3.85	23.10			
1 5E-8211	SEAL	S	7.23			7.23	7.23			
1 7E-5555	GASKET	S	.96			.96	.96			
3 7W-5164	GASKET	S	2.00			2.00	6.00			
1 8H-9788	GASKET	S	.82			.82	.82			
6 9X-7317	SEAL O RING	S	2.35			2.35	14.10			
6 9X-7557	SEAL	S	5.52			5.52	33.12			
1 9Y-1758	GASKET	S	4.45			4.45	4.45			
6 109-5313	GASKET	S	1.62			1.62	9.72			
2 116-1089	BEARING	S	16.53			16.53	33.06			

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS
AMOUNT ►

CONT'D

AMOUNT
CREDIT ►

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378

BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBO. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA 16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE							
SERV5166507	01-05-02	4023100				10	T	43	1	2							
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.								
MB09512	11-21-01	12	10	10					1512234								
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.								
AA	C-12	02KS22837			313	573330.0											
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION										
4	118-2797		GASKET			S 2.19	8.76										
6	119-8784		O RING			S 4.52	27.12										
1	187-3307		GASKET AS-CY			S 64.69	64.69										
1	188-6126		GASKET			S 1.02	1.02										
			TOTAL PARTS			SEG. 01 2684.31 *											
			LESS 40% - PARTS				1073.72 - *										
			TOTAL LABOR			SEG. 01 1748.00 *											
			LESS 40% - LABOR				699.20 - *										
			SEGMENT 01 TOTAL				2659.39 T										

ADDITIONAL BILLING FOR CATERPILLAR PARTS																	
1	1R-0716		FILTER A			S 18.96	18.96										
10	6K-0806		TIE			S .30	3.00										
3	8C-3684		ANTIFREEZE			S 9.99	29.97										
1	D2006-4285		CLAMP-T BOLT SPRINGS			S 5.55	5.55										
1	B3200		BRAKE CLEAN			S 3.11	3.11										
			TOTAL PARTS			SEG. 02 60.59 *											
8.00			15/40 W ENG OIL				47.76										

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►
AMOUNT CREDIT ►

CONT'D

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 536-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBO. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
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BIGLER, PA 16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE									
SERV5166507	01-05-02	4023100				10	T	43	1	3									
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.										
MB09512	11-21-01	12	10	10					1512234										
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH ID NO.											
AA	C-12	02KS22837		313		573330.0													
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION											
			TOTAL MISC CHGS				SEG. 02	47.76 *											
			SEGMENT 02 TOTAL					108.35 T											
			CONSUMABLE SUPPL					50.14 T											
			POLICY																
			COVERED REPAIRS				1772.84												
THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.																			
* * * C A S H * * *																			

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	2817.88
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570-822-8141
FRACKVILLE	570-874-3560
PHILIPSBURG	814-342-4210
TURBOTVILLE	570-338-2551
MANSFIELD	570-662-7171
STATE COLLEGE	814-237-8338
LANCASTER	717-859-4905
HBG. (ENGINE DIV)	717-564-3763
MILESBURG	814-355-3500

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BIGLER, PA

16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	C-12	02KS48548			351	191618.0				
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION			
	ADDITIONAL BILLING FOR CATERPILLAR PARTS									
4	5D-1026		CLAMP	S		.96			3.84	
35	6K-0806		TIE	S		.25			8.75	
1	6L-1883		GASKET	S		.83			.83	
1	6V-1394		BEARING-BALL	S		25.75			25.75	
7	8C-3684		ANTIFREEZE	S		8.69			60.83	
1	8T-6675		CLAMP	S		8.63			8.63	
1	9N-3368		FILTER A SER	S		9.88			9.88	
1	101-1635		GASKET	S		.96			.96	
1	121-0169		PLATE	S		5.75			5.75	
5	D1029-5410		5/8 HEATER HOSE	N		1.86			9.30	
6	D1029-5415		3/4 HEATER HOSE	S		2.49			14.94	
1	154916		GASKET	S		3.05			3.05	
1	70669		SPINNER	S		.75			.75	
2	83AX868		T BOLT CLAMP	N		16.32			32.64	
			TOTAL PARTS	SEG. 02		185.90 *				
1.00	MB25332TS		TOWING						300.00	
8.00			15/40 W ENG OIL						47.76	
			TOTAL MISC CHGS	SEG. 02					347.76 *	
			SEGMENT 02 TOTAL						533.66 T	

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS
AMOUNT ►
AMOUNT
CREDIT ►

CONT'D

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBG. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE			
SERV5166509	01-05-02	4023100					10	T	43	1	2			
PSO	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.						
MB09513	11-21-01	12	10	10				1512236						
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.					
AA	C-12	02KS48548			351	191618.0								
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION						
			THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.											
			* * * C A S H * * *											

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378

BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 682-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 654-4905
HBQ. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

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KEPHART TRUCKING
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BIGLER, PA 16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
PART5886916	01-25-02	4023100				10	T		2	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
10C011873	01-24-02	10		10					1523954	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION			
PARTS SALES PERSON: JAMES D. WEITOISH										
HARRISBURG-OPEN 7:00 A.M. TILL 10:00 P.M. MONDAY THROUGH FRIDAY										
WILKES BARRE-OPEN 7:00 A.M. TILL 8:00 P.M. MONDAY THROUGH FRIDAY										
MANADA HILL-OPEN 7:30 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY										
STATE COLLEGE-7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY										
MILESBURG-OPEN 7:00 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY										
ALL OTHER STORES-OPEN 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY										
1 9S-3626			REPAIR KIT			N	25.06			25.06
1 9S-3655			REPLACMNT KT			N	33.32			33.32
			TOTAL PARTS				58.38			T
PLEASE SHIP TO PHILIPSBURG AND MARK THE BOX										
HOLD FOR KEPHART TRUCKING										
THANK YOU										
TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.										
" VISIT OUR WEB SITE AT WWW.CLEVELANDBROTHERS.COM "										

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	58.38
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES
WILKES-BARRE 570-822-8141
FRACKVILLE 570-874-3560
PHILIPSBURG 814-342-4210
TURBOTVILLE 570-338-2551
MANSFIELD 570-662-7171
STATE COLLEGE 814-237-8338
LANCASTER 717-859-4905
HBO. (ENGINE DIV) 717-564-3763
MILESBURG 814-355-3500

SOLD TO
KEPHART TRUCKING
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BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
SERV5170554	02-13-02	4023100				10	T	43	2	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
MB10053	01-24-02	12	10	10					1536338	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	C12	02KS44093			338	366637.0				
QUANTITY	ITEM	N/R	DESCRIPTION					UNIT PRICE	EXTENSION	
ADDITIONAL BILLING FOR CATERPILLAR PARTS										
1	1R-0716		FILTER A	S				19.14		19.14
1	3E-2044		INHIBITOR	S				6.20		6.20
15	6K-0806		TIE	S				.25		3.75
1	8C-3684		ANTIFREEZE	S				8.69		8.69
1	8T-4984		CLAMP	S				7.44		7.44
6	9X-7317		SEAL O RING	S				2.28		13.68
6	9X-7557		SEAL	S				5.41		32.46
6	119-8784		O RING	S				4.44		26.64
1	155-2270		PLUG KIT	S				2.62		2.62
2	B3200		BRAKE CLEAN	S				3.11		6.22
			TOTAL PARTS	SEG. 02				126.84	*	
10.00			15/40 W ENG OIL					59.70		
			TOTAL MISC CHGS	SEG. 02				59.70	*	
			SEGMENT 02 TOTAL					186.54	T	

THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.										

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	186.54
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBO. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE											
PART5898442	02-16-02	4023100		29294			10	T		2	1											
PSO	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.												
10C012104	02-15-02	10		10						1538371												
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.													
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION														
	PARTS SALES PERSON: JAMES D. WEITOISH																					
	HARRISBURG-OPEN 7:00 A.M. TILL 10:00 P.M. MONDAY THROUGH FRIDAY																					
	WILKES BARRE-OPEN 7:00 A.M. TILL 8:00 P.M. MONDAY THROUGH FRIDAY																					
	MANADA HILL-OPEN 7:30 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY																					
	STATE COLLEGE-7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY																					
	MILESBURG-OPEN 7:00 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY																					
	ALL OTHER STORES-OPEN 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY																					
1	115-9400		ARM INJ				S	89.77														
			TOTAL PARTS					89.77 T														
THANK YOU																						
TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.																						
" VISIT OUR WEB SITE AT WWW.CLEVELANDBROTHERS.COM "																						

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	89.77
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 662-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBG. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA 16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
PART5906591	03-06-02	4023100	29521	10	T		2	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.	
10C012270	03-05-02	10		10			1548619	

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO.

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION

PARTS SALES PERSON: TERRY A. SCOTT
HARRISBURG - OPEN 7:00 A.M. TILL 10:00 P.M. MONDAY THROUGH FRIDAY
WILKES BARRE - OPEN 7:00 A.M. TILL 8:00 P.M. MONDAY THROUGH FRIDAY
MANADA HILL - OPEN 7:30 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY
STATE COLLEGE - 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY
MILESBURG - OPEN 7:00 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY
ALL OTHER STORES - OPEN 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY

1	OR-9428	CAMSHAFT AS	S	761.17	761.17
1	OR-9428	CORE DEPOSIT	S	510.67	510.67

TOTAL PARTS 1271.84 T

THANK YOU
TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.

" VISIT OUR WEB SITE AT WWW.CLEVELANDBROTHERS.COM "

Service charge of 1 1/2% per month on all delinquent accounts.	PAY THIS AMOUNT ►	1271.84
ADDRESS ALL PAYMENTS AND CORRESPONDENCE REGARDING ACCOUNTS TO BOX 2535 HARRISBURG, PA 17105 PARTS NOT RETURNED WITHIN 10 DAYS FROM DATE OF INVOICE WILL BE CHARGED A RE-STOCKING CHARGE.	AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 538-2551
MANSFIELD	570 - 652-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBQ. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE						
PART5906592	03-06-02	4023100		29521		10	T		2	1						
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.							
10R001852	03-05-02	10		10					1548620							
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.							
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE		EXTENSION								
PARTS SALES PERSON: TERRY A. SCOTT HARRISBURG - OPEN 7:00 A.M. TILL 10:00 P.M. MONDAY THROUGH FRIDAY WILKES BARRE - OPEN 7:00 A.M. TILL 8:00 P.M. MONDAY THROUGH FRIDAY MANADA HILL - OPEN 7:30 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY STATE COLLEGE - 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY MILESBURG - OPEN 7:00 A.M. TILL 12:00 A.M. MONDAY THROUGH FRIDAY ALL OTHER STORES - OPEN 7:00 A.M. TILL 5:00 P.M. MONDAY THROUGH FRIDAY																
1 -	0R-9428		CORE RETURN			S	510.67	510.67								
TOTAL PARTS																
THANK YOU TERMS: NET 30 DAYS UNLESS OTHERWISE STATED. " VISIT OUR WEB SITE AT WWW.CLEVELANDBROTHERS.COM "																
* * * CREDIT MEMO * * *																

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	CREDIT MEMO
AMOUNT CREDIT ►	510.67

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES
WILKES-BARRE 570-822-8141
FRACKVILLE 570-874-3560
PHILIPSBURG 814-342-4210
TURBOTVILLE 570-538-2551
MANSFIELD 570-662-7171
STATE COLLEGE 814-237-8338
LANCASTER 717-859-4905
H.B.G. (ENGINE DIV) 717-564-3763
MILESBURG 814-355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE					
PSO	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.						
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING			MACH ID NO.						
AA	C12	02KS21926			307		6931211.0									
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION									
	REPAIR FUEL FILTER HOUSING/BASE															
1	ROADCALL TO EXIT 161 TO REPAIR TRUCK 1R-0749		REPAIR TRUCK FILTER AS FU		S	17.01	17.01									
			TOTAL PARTS		SEG. 01		17.01 *									
			TOTAL LABOR		SEG. 01		78.00 *									
			SEGMENT 01 TOTAL				95.01 T									
<hr/>																
THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.																
* * * COD * * *																

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	95.01
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378
BRANCHES

WILKES-BARRE	570-822-8141
FRACKVILLE	570-874-3560
PHILIPSBURG	814-342-4210
TURBOTVILLE	570-538-2551
MANSFIELD	570-662-7171
STATE COLLEGE	814-237-8338
LANCASTER	717-859-4905
HBG. (ENGINE DIV)	717-564-3763
MILESBURG	814-355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA
16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
SERV5174942	03-27-02	4023100				10	T	43	2	1
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.	
MB10616	03-25-02	12	10	10					1562323	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	3406E	05EK28588			422	206769.0				
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION			
REPAIR	COOLING SYSTEM									
BOTTLE	TESTED AND FOUND NO COMPRESSION.									
FOUND BROKEN OVERFLOW NIPPLE	AND CRACKED TOP HOSE.									
21 5E-1262	CM-HOSE STK	S				.63	13.23			
1 ACX2656	CAP-RADIATOR	S				4.53	4.53			
	TOTAL PARTS		SEG. 01				17.76 *			
	TOTAL LABOR		SEG. 01				136.00 *			
	SEGMENT 01 TOTAL						153.76 T			
REPLACE	GASKET/RESEAL STEERING PUMP									
OIL LEAKING AROUND POWER	STEERING PUMP									
1 154916	GASKET	S					3.05			
	TOTAL PARTS		SEG. 02				3.05 *			
	TOTAL LABOR		SEG. 02				68.00 *			

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	CONT'D
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

Cleveland Brothers



MAIN OFFICE
HARRISBURG, PA. 717-564-2121
800-482-2378

BRANCHES

WILKES-BARRE	570 - 822-8141
FRACKVILLE	570 - 874-3560
PHILIPSBURG	814 - 342-4210
TURBOTVILLE	570 - 536-2551
MANSFIELD	570 - 682-7171
STATE COLLEGE	814 - 237-8338
LANCASTER	717 - 859-4905
HBG. (ENGINE DIV)	717 - 564-3763
MILESBURG	814 - 355-3500

SOLD TO
KEPHART TRUCKING
P.O. BOX 386
BIGLER, PA 16825

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE			
SERV5174942	03-27-02	4023100					10	T	43	2	2			
PSO	DOC. DATE	PC	LC	MC	SHIP VIA						INV SEQ NO.			
MB10616	03-25-02	12	10	10							1562323			
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.					
AA	3406E	05EK28588			422	206769.0								
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE	EXTENSION						
			SEGMENT 02 TOTAL					71.05 T						

THANK YOU AND WE APPRECIATE YOUR BUSINESS!!!
TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE
REGARDING ACCOUNTS TO
BOX 2535 HARRISBURG, PA 17105
PARTS NOT RETURNED WITHIN 10 DAYS
FROM DATE OF INVOICE WILL BE
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	224.81
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

C

03.28.02 CLEVELAND BROTHERS EQUIPMENT CO. INC.
16:05. Browse account document details

CODA-Financials V4.0.0/F06
MARIA

Account	4023100	KEPHART TRUCKING	Current Balance	20,165.27
Last RS No.	57		(USD)	(USD)
Doc date	Reference	Description		Balance
09.20.01	RENT	11960030	UT6531	15,000.00 P
11.08.01	PMT	33017116	MB09258	-181.88 14,818.12 P
11.28.01	PMT	33018420	10R001771	140.00 14,958.12 P
11.28.01	SERV	05162886		181.88 15,140.00 P
11.29.01	PART	05861552		-140.00 15,000.00 P
11.30.01	PMT	00030025		-15,000.00 0.00 P

NSF ✓

Enter=Explode
F8=Next
Select required option

F3=Menu
F9=Browse

F7=Previous
F24=More keys

paid attached
invoice

02 CLEVELAND BROTHERS EQUIPMENT CO. INC.
Browse account document details

CODA-Financials V4.0.0/F06
MARIA

Account	KEPHART TRUCKING	Current Balance (USD)	Balance (USD)	
4023100		20,165.27		
5 No. 57				
te Reference	Description			
01 SERV 05156111		288.77	288.77	R
01 SERV 05156800		170.51	459.28	R
01 PART 05846246		-594.38	-135.10	R
01 RTCK 00000204	NSF PAY #57	15,000.00	14,864.90	R
01 RTCK 00000204	NSF FEE	35.00	14,899.90	R
02 SERV 05166507		2,817.88	17,717.78	R
02 SERV 05166509		533.66	18,251.44	R
02 PART 05886916		58.38	18,309.82	R
02 SVCH 00030795	55 Letter charge	223.50	18,533.32	R
02 SERV 05170554		186.54	18,719.86	R
02 PART 05898442		89.77	18,809.63	R
02 SVCH 00031697	55 Letter charge	274.65	19,084.28	R
02 PART 05906591		1,271.84	20,356.12	A
02 PART 05906592		-510.67	19,845.45	A
				+

:Explode

F3=Menu
F9=Browse

F7=Previous
F24=More keys

: required option

03.28.02 CLEVELAND BROTHERS EQUIPMENT CO. INC.
15:42 Browse account document details

CODA-Financials V4.0.0/700
MARIA

Account 4023100 KEPHART TRUCKING
Last RS No. 57 Current Balance 20,165.27
Doc date Reference Description (USD) (USD) Balance
03.27.02 SERV 05174826 95.01 19,940.46 A
03.27.02 SERV 05174942 224.81 20,165.27 A

Enter=Explode

F8=Next

Select required option

F3=Menu

F9=Browse

F7=Previous

F24=More keys

FILED

1cc Sheriff

12:17 AM
MAY 20 2002

Atty pd. 80.00

PS
William A. Shaw
Prothonotary

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : No. 02-807-0
KEPHART TRUCKING CO. :
Defendant : CIVIL ACTION - LAW

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To the Prothonotary:

Please enter judgment pursuant to Pa.R.Civ.P. 1037(b) in the amount of \$20,165.27, plus continuing interest and costs in favor of Cleveland Brothers Equipment Company, Inc., and against Kephart Trucking, Co., Defendant, for failure to file in writing with the court its defenses or objections to the claims set forth in the Complaint which was duly served upon the Defendant.

I hereby certify that the attached written notice of intention to file a praecipe for default judgment was mailed to the above Defendant pursuant to Pa.R.Civ.P. 237.1 on April 1, 2003.

Dated: May 13, 2003


BRIAN P. DOWNEY (59891)
Pepper Hamilton LLP
200 One Keystone Plaza
North Front and Market streets
P.O. Box 1181
Harrisburg, PA 17108-1181
(717) 255-1155 (telephone)
(717) 238-0575 (facsimile)

FILED

MAY 14 2003 (2nd)
m/11:45 AM
William A. Shaw
Prothonotary
Clerk to Atty
Def't.

Atorneys for Cleveland Brothers Equipment NOTICE TO DEF
Company, Inc.

STATEMENT TO

Atty

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : No. 02-807-0
KEPHART TRUCKING CO. :
Defendant : CIVIL ACTION - LAW

IMPORTANT NOTICE

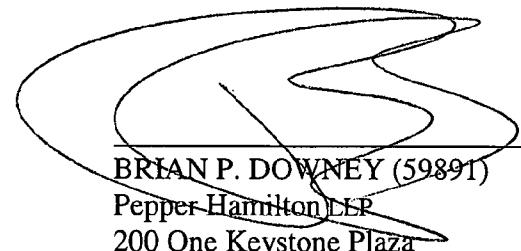
To:	Kephart Trucking Co. P. O. Box 386 Route 322 West Bigler, PA 16825	Davis & Bucco, P.C. 900 N. Bethlehem Pike, Suite 200 P. O. Box 785 Spring House, PA 19477
-----	---	--

Date of Notice: April 1, 2003

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 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:

DAUPHIN COUNTY LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536



BRIAN P. DOWNEY (59891)
Pepper Hamilton LLP
200 One Keystone Plaza
North Front and Market streets
P.O. Box 1181
Harrisburg, PA 17108-1181
(717) 255-1155 (telephone)
(717) 238-0575 (facsimile)

Attorneys for Cleveland Brothers Equipment
Company, Inc.

CLEVELAND BROTHERS EQUIPMENT : IN THE COURT OF COMMON PLEAS
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff :
vs. : No. 02-807-0
KEPHART TRUCKING CO. :
Defendant : CIVIL ACTION - LAW

AVISO IMPORTANTE

A:	Kephart Trucking Co. P. O. Box 386 Route 322 West Bigler, PA 16825	Davis & Bucco, P.C. 900 N. Bethlehem Pike, Suite 200 P. O. Box 785 Spring House, PA 19477
----	---	--

FECHA DEL AVISO: 1 de abril, 2003

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PRIMEROS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

DAUPHIN COUNTY LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

BRIAN P. DOWNEY (59891)
Pepper Hamilton LLP
200 One Keystone Plaza
North Front and Market streets
P.O. Box 1181
Harrisburg, PA 17108-1181
(717) 255-1155 (telephone)
(717) 238-0575 (facsimile)

Abogados del Cleveland Brothers Equipment
Company, Inc.

CLEVELAND BROTHERS EQUIPMENT
COMPANY, INC.,

Plaintiff

vs.

KEPHART TRUCKING CO.

Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: No. 02-807-0

: CIVIL ACTION - LAW

NOTICE OF ENTRY OF JUDGMENT

To: Kephart Trucking Co.
P. O. Box 386
Route 322 West
Bigler, PA 16825

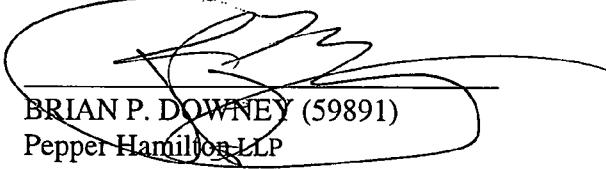
You are hereby notified that on May 14, 2003, Judgment in the amount of \$20,165.27 plus continuing interest and costs has been entered against you in the above-captioned case.

DATE: May 14, 2003

Prothonotary

I hereby certify that the name and address of the proper persons to receive this notice are:

Kephart Trucking Co.
P. O. Box 386
Route 322 West
Bigler, PA 16825


BRIAN P. DOWNEY (59891)
Pepper Hamilton LLP
200 One Keystone Plaza
North Front and Market Streets
P.O. Box 1181
Harrisburg, PA 17108-1181
(717) 255-1155
(717) 238-0575 (facsimile)

Attorneys for Cleveland Brothers Equipment
Company, Inc.

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

Cleveland Brothers Equipment Co., Inc.
Plaintiff(s)

No.: 2002-00807-CD

Real Debt: \$20,165.27

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kephart Trucking Co.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 14, 2003

Expires: May 14, 2008

Certified from the record this May 14, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12553

CLEVELAND BROTHERS EQUIPMENT CO. INC.

02-807-CD

VS.

KEPHART TRUCKING CO.

COMPLAINT AND SUMMONS

SHERIFF RETURNS

NOW MAY 22, 2002 AT 9:57 AM DST SERVED THE WITHIN COMPLAINT & SUMMONS ON KEPHART TRUCKING CO., DEFENDANT AT EMPLOYMENT, PO BOX 386, RT. 322 WEST, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIM KEPHART, P.I.C. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & SUMMONS AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
23.54	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAY 29 2002

01/47/noze

William A. Shaw *W.A.S.*
Prothonotary *JK*

Sworn to Before Me This

29th Day Of *May* 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
by Marilyn Hamer
Chester A. Hawkins
Sheriff

CLEVELAND BROTHERS EQUIPMENT
COMPANY, INC.,

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

:

vs.

: No. 02-807-0

KEPHART TRUCKING CO.

:

Defendant

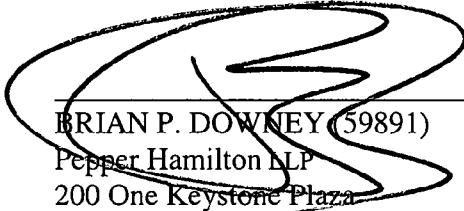
: CIVIL ACTION - LAW

PRAECIPE TO MARK JUDGMENT SATISFIED

To the Prothonotary:

Please mark the judgment entered against Kephart Trucking, Co., in the above-referenced matter satisfied.

Dated: October 28, 2004


BRIAN P. DOWNEY (59891)
Pepper Hamilton LLP
200 One Keystone Plaza
North Front and Market streets
P.O. Box 1181
Harrisburg, PA 17108-1181
(717) 255-1155 (telephone)
(717) 238-0575 (facsimile)

Attorneys for Cleveland Brothers Equipment
Company, Inc.

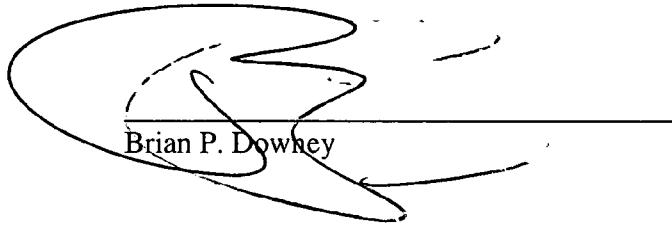
FILED
M 1/26/2005
Court of Sat. to atty
NOV 01 2004

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, Brian P. Downey, hereby certify that on October 28, 2004, a true and correct copy of the foregoing Praeclipe to Mark Judgment Satisfied was served via First Class, U.S. Mail, postage prepaid, upon the following:

Kephart Trucking Co.
P. O. Box 386
Route 322 West
Bigler, PA 16825



Brian P. Downey

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00807-CD

Cleveland Brothers Equipment Co., Inc.

Debt: \$20,165.27

Vs.

Atty's Comm.:

Kephart Trucking Co.

Interest From:

Cost: \$

NOW, Monday, November 01, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 1st day of November, A.D. 2004.

Prothonotary