

02-1293-CD
J. J. POWELL, INC. vs. S.J. SWITALA TRUCKING & repair

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

J. J. POWELL, INC.,
Plaintiff

No. 2002-1293-CB

vs.

S. J. SWITALA TRUCKING & REPAIR,
INC.,
Defendant

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

AUG 20 2002
C/2:50 (ms)
William A. Shaw, Prothonotary
3 cmr to Atty
8c-

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

J. J. POWELL, INC., :
Plaintiff : No.
: :
: :
: vs.
: :
: :
S. J. SWITALA TRUCKING & REPAIR, :
INC., :
Defendant : :
:

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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

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

J. J. POWELL, INC.,
Plaintiff

No.

vs.

S. J. SWITALA TRUCKING & REPAIR,
INC.,
Defendant

COMPLAINT

COMES NOW, J. J. POWELL, INC., by its attorney, Peter F. Smith, who states in support of this Complaint:

1. The name of the Plaintiff is **J. J. POWELL, INC.**, which is a Pennsylvania business corporation with principal office at P. O. Box 30, Philipsburg, PA 16866.
2. The name of the Defendant is **S. J. SWITALA TRUCKING & REPAIR, INC.**, which is a Pennsylvania business corporation located on Route 53 in Drifting, Clearfield County, PA with mailing address of P. O. Box 202, Philipsburg, PA 16866.
3. J. J. Powell, Inc. sells fuel and petroleum products.
4. At all times relevant to this suit, the Defendant maintained an open account with J. J. Powell, Inc. to cover Defendant's purchases of fuel and petroleum products.
5. All sales by Plaintiff to Defendant were to be paid within 30 days. Unpaid balances accrued a finance charge of 1% interest per month (or 12% per annum) if not paid within 30 days.
6. Attached hereto and incorporated herein by reference is a true and correct copy of the Defendant's account statement with J. J. Powell, Inc. commencing on May 31, 2000 and ending on May 28, 2002 as Exhibit A.
7. This statement itemizes each purchase, finance charge and payments.

8. Demand has been made on the Defendant to pay the entire balance due, but it has failed to do so.

9. Attached hereto and incorporated herein by reference as Plaintiff's Exhibit B is a letter dated December 1, 2001 from Chris Pifer, Credit Manager for J. J. Powell, Inc., requesting the payment from Defendant.

10. The balance due and owing by Defendant to J. J. Powell, Inc. is \$45,578.52 including principal debt and finance charges through May 28, 2002.

WHEREFORE, Plaintiff prays this honorable Court to enter judgment in its favor and against the Defendant for \$45,578.52 together with interest accruing at 12% per annum from May 28, 2002 and costs of suit.

Dated: 8-19-02

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint 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.

J. J. POWELL, INC.

Dated: 8/16/02



Chris Pifer, Credit Manager

AR03-v4.01

8/09/02 11:29

ACCOUNTS RECEIVABLE INQUIRY

Document Totals by Type

PAGE 1

W1 PC

Company #... 1 J. J. Powell Fuel Management

Customer #. 10336 SWITALA TRCKG & REPAIR INC, S J

PHILIPSBURG

PA 16866

PO BOX 202

Phone., 342-0623 Home

342-6178 Shop

A/R

CREDIT

Previous Balance. \$45,578.52 Limit. \$1,000

S-T-D Invoices... .00 Terms B NET 30 DAYS

S-T-D Payments... .00 Flag

S-T-D Adjusted... .00

--DATE--

--AMOUNT--

Current Status. \$45,578.52

8 Open Orders 0 .00

Last Invoice 5/18/01 213.27

Last Payment 5/29/02 1,000.00

GROSS SALES

Month to Date.... \$0.00

Year to Date..... 348,855.69

Last Year..... 129,463.61

Discount: .00 @ .00000 = .00

CUST. COMMENTS....

| Original Apply to | Document | Date | Code/ Reference | Document | Document | Net |
|-------------------|----------|----------|--------------------|----------|----------|------------|
| | | | | Gallons | Amount | Receivable |
| | 15281 | 5/31/00 | F F Finance Charge | | 186.07 | |
| | 16781 | 6/15/00 | F F Finance Charge | | 180.76 | |
| | 18201 | 6/30/00 | F F Finance Charge | | 195.36 | |
| | 19781 | 7/15/00 | F F Finance Charge | | 240.32 | |
| | 21301 | 7/31/00 | F F Finance Charge | | 232.02 | |
| | 22881 | 8/15/00 | F F Finance Charge | | 262.32 | |
| | 24481 | 8/31/00 | F F Finance Charge | | 270.91 | |
| | 25981 | 9/15/00 | F F Finance Charge | | 314.41 | |
| | 27401 | 9/30/00 | F F Finance Charge | | 333.72 | |
| | 28901 | 10/15/00 | F F Finance Charge | | 354.03 | |
| | 30501 | 10/31/00 | F F Finance Charge | | 295.60 | |
| | 32001 | 11/15/00 | F F Finance Charge | | 306.61 | |
| | 33501 | 11/30/00 | F F Finance Charge | | 441.50 | |
| | 35001 | 12/15/00 | F F Finance Charge | | 427.21 | |
| | 36601 | 12/31/00 | F F Finance Charge | | 387.27 | |
| | 101501 | 1/15/01 | F F Finance Charge | | 429.53 | |
| | 103101 | 1/31/01 | F F Finance Charge | | 396.40 | |
| | 104601 | 2/15/01 | F F Finance Charge | | 381.05 | |
| | 105901 | 2/28/01 | F U Finance Charge | | 294.36 | 294.36 |
| | 107401 | 3/15/01 | F U Finance Charge | | 312.77 | 312.77 |
| | 109801 | 3/31/01 | F U Finance Charge | | 400.78 | 400.78 |
| | 110501 | 4/15/01 | F U Finance Charge | | 352.05 | 352.05 |
| | 112001 | 4/30/01 | F U Finance Charge | | 337.75 | 337.75 |
| | 113501 | 5/15/01 | F U Finance Charge | | 332.58 | 332.58 |
| | 115101 | 5/31/01 | F U Finance Charge | | 345.20 | 345.20 |
| | 116601 | 6/15/01 | F U Finance Charge | | 350.51 | 350.51 |
| | 118101 | 6/30/01 | F U Finance Charge | | 353.25 | 353.25 |
| | 119601 | 7/15/01 | F U Finance Charge | | 353.25 | 353.25 |
| | 121201 | 7/31/01 | F U Finance Charge | | 349.50 | 349.50 |
| | 122701 | 8/15/01 | F U Finance Charge | | 345.75 | 345.75 |
| | 124301 | 8/31/01 | F U Finance Charge | | 338.25 | 338.25 |
| | 125801 | 9/15/01 | F U Finance Charge | | 334.50 | 334.50 |
| | 127301 | 9/30/01 | F U Finance Charge | | 338.75 | 338.75 |
| | 128801 | 10/15/01 | F U Finance Charge | | 323.25 | 323.25 |
| | 130401 | 10/31/01 | F U Finance Charge | | 322.02 | 322.02 |

EXHIBIT A

Company #... 1 J. J. Powell Fuel Management

Customer #.. 10336 SWITALA TRCKG & REPAIR INC, S J

PHILIPSBURG

PA 16866

PO BOX 202

Phone.. 342-0623

| Original Document | Apply to Document | Date | Code/ Reference | 1 Gallons | Document Amount | Document Receivable | Net |
|-------------------|-----------------------------|------|-----------------|-----------|-----------------|---------------------|----------|
| 131901 | 11/15/01 F U Finance Charge | | | | 310.77 | 310.77 | |
| 133401 | 11/30/01 F U Finance Charge | | | | 310.77 | 310.77 | |
| 134901 | 12/15/01 F U Finance Charge | | | | 303.27 | 303.27 | |
| 136501 | 12/31/01 F U Finance Charge | | | | 295.77 | 295.77 | |
| 201501 | 1/15/02 F U Finance Charge | | | | 288.27 | 288.27 | |
| 203101 | 1/31/02 F U Finance Charge | | | | 280.77 | 280.77 | |
| 204601 | 2/15/02 F U Finance Charge | | | | 280.77 | 280.77 | |
| 205901 | 2/28/02 F U Finance Charge | | | | 273.27 | 273.27 | |
| 207401 | 3/15/02 F U Finance Charge | | | | 273.27 | 273.27 | |
| 209801 | 3/31/02 F U Finance Charge | | | | 265.77 | 265.77 | |
| 210501 | 4/15/02 F U Finance Charge | | | | 265.77 | 265.77 | |
| 212001 | 4/30/02 F U Finance Charge | | | | 265.77 | 265.77 | |
| 213501 | 5/15/02 F U Finance Charge | | | | 265.77 | 265.77 | |
| 215101 | 5/31/02 F U Finance Charge | | | | 261.12 | 261.12 | |
| 216601 | 6/15/02 F U Finance Charge | | | | 261.12 | 261.12 | |
| 218101 | 6/30/02 F U Finance Charge | | | | 261.12 | 261.12 | |
| 219601 | 7/15/02 F U Finance Charge | | | | 261.12 | 261.12 | |
| 221201 | 7/31/02 F U Finance Charge | | | | 261.12 | 261.12 | |
| 13601 | 5/15/00 I F | | | | 6,349.86 | 9,898.22 | |
| 15201 | 5/31/00 I F | | | | 6,744.98 | 10,754.83 | |
| 16701 | 6/15/00 I F | | | | 5,683.72 | 8,993.38 | |
| 18201 | 6/30/00 I F | | | | 5,610.93 | 8,797.38 | |
| 19701 | 7/14/00 I F | | | | 5,102.17 | 8,853.73 | |
| 21301 | 7/31/00 I F | | | | 6,570.23 | 10,145.37 | |
| 22801 | 8/15/00 I F | | | | 7,183.65 | 11,119.59 | |
| 24401 | 8/31/00 I F | | | | 8,357.58 | 13,878.60 | |
| 25901 | 9/15/00 I F | | | | 7,483.45 | 12,935.82 | |
| 27401 | 9/29/00 I F | | | | 6,921.71 | 12,274.16 | |
| 28901 | 10/13/00 I F | | | | 7,801.85 | 13,669.95 | |
| 30501 | 10/31/00 I F | | | | 10,114.46 | 17,985.26 | |
| 32001 | 11/15/00 I F | | | | 7,679.81 | 13,446.38 | |
| 33501 | 11/30/00 I F | | | | 6,590.94 | 11,820.68 | |
| 35001 | 12/15/00 I F | | | | 8,027.40 | 14,339.25 | |
| 36601 | 12/29/00 I F | | | | 6,359.59 | 11,082.99 | |
| 101501 | 1/15/01 I F | | | | 7,926.60 | 12,146.33 | |
| 103101 | 1/31/01 I F | | | | 7,362.96 | 12,527.87 | |
| 104601 | 2/15/01 I P | | | | 5,873.40 | 9,789.04 | 9,421.58 |
| 105901 | 2/28/01 I U | | | | 4,032.03 | 6,445.63 | 6,445.63 |
| 107401 | 3/15/01 I U | | | | 3,337.91 | 5,116.14 | 5,116.14 |
| 109001 | 3/29/01 I U | | | | 3,777.07 | 5,762.91 | 5,762.91 |
| 109501 | 4/15/01 I U | | | | 3,882.36 | 4,702.64 | 4,702.64 |
| 112001 | 4/30/01 I U | | | | 1,466.83 | 2,295.03 | 2,295.03 |
| 113501 | 5/07/01 I U | | | | 452.05 | 707.15 | 707.15 |
| 115101 | 5/18/01 I U | | | | 228.60 | 365.31 | 365.31 |
| 2714701 | 8/14/00 P F | | | | 4,200.00 | | |
| 2727901 | 8/23/00 P F | | | | 4,600.00 | | |
| 2737701 | 8/31/00 P F | | | | 3,900.00 | | |
| 2738601 | 8/31/00 P F | | | | 500.00 | | |
| 2744601 | 9/08/00 P F | | | | 5,500.00 | | |
| 2766501 | 9/18/00 P F | | | | 5,650.00 | | |

Company #... 1 J. J. Powell Fuel Management
 Customer #.. 18336 SHITALA TRCKG & REPAIR INC, S J

PHILIPSBURG

PA 16866

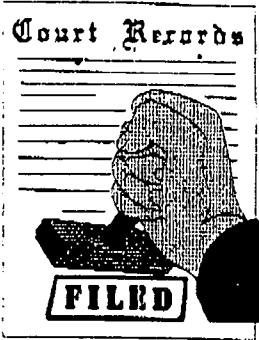
PO BOX 202

Phone.. 342-8623

| Original Apply to: | Document | Document | Date | Code | Reference | Gallons | Document | Document | Net |
|--------------------|----------|----------|----------|------|-----------|---------|----------|----------|-----------|
| | 2771001 | | 9/21/00 | P F | | | | | 5,850.00 |
| | 2785701 | | 10/05/00 | P F | | | | | 10,700.00 |
| | 2825201 | | 10/25/00 | P F | | | | | 20,300.00 |
| | 2853501 | | 11/13/00 | P F | | | | | 12,500.00 |
| | 2882801 | | 12/07/00 | P F | | | | | 16,000.00 |
| | 2918401 | | 12/22/00 | P F | | | | | 8,500.00 |
| | 2928601 | | 12/30/00 | P F | | | | | 9,000.00 |
| | 2934801 | | 1/10/01 | P F | | | | | 9,000.00 |
| | 2953901 | | 1/22/01 | P F | | | | | 9,000.00 |
| | 2963501 | | 1/29/01 | P F | | | | | 6,500.00 |
| | 2969401 | | 2/05/01 | P F | | | | | 6,500.00 |
| | 2987901 | | 2/12/01 | P F | | | | | 8,000.00 |
| | 2995401 | | 2/19/01 | P F | | | | | 6,300.00 |
| | 3004701 | | 2/26/01 | P F | | | | | 5,700.00 |
| | 3015801 | | 3/06/01 | P F | | | | | 5,500.00 |
| | 3031701 | | 3/12/01 | P F | | | | | 5,000.00 |
| | 3041801 | | 3/20/01 | P F | | | | | 4,500.00 |
| | 3056801 | | 4/04/01 | P F | | | | | 7,500.00 |
| | 3071701 | | 4/11/01 | P F | | | | | 4,500.00 |
| | 3079401 | | 4/17/01 | P F | | | | | 4,600.00 |
| | 3088101 | | 4/24/01 | P F | | | | | 3,500.00 |
| | 3099301 | | 5/03/01 | P F | | | | | 2,800.00 |
| | 3108201 | | 5/09/01 | P F | | | | | 2,500.00 |
| | 3128901 | | 5/21/01 | P F | | | | | 1,000.00 |
| | 3233801 | | 7/27/01 | P F | | | | | 500.00 |
| | 3263801 | | 8/13/01 | P F | | | | | 500.00 |
| | 3280301 | | 8/27/01 | P F | | | | | 500.00 |
| | 3289201 | | 8/31/01 | P F | | | | | 500.00 |
| | 3301901 | | 9/11/01 | P F | | | | | 500.00 |
| | 3324801 | | 9/24/01 | P F | | | | | 500.00 |
| | 3341301 | | 10/08/01 | P F | | | | | 1,000.00 |
| | 3371601 | | 10/22/01 | P F | | | | | 164.16 |
| | 3407401 | | 11/12/01 | P F | | | | | 1,500.00 |
| | 3444801 | | 12/10/01 | P F | | | | | 1,000.00 |
| | 3461901 | | 12/18/01 | P F | | | | | 1,000.00 |
| | 3504101 | | 1/15/02 | P F | | | | | 1,000.00 |
| | 3522701 | | 1/29/02 | P F | | | | | 1,000.00 |
| | 3555401 | | 2/19/02 | P F | | | | | 1,000.00 |
| | 3609301 | | 3/25/02 | P F | | | | | 1,000.00 |
| | 3703901 | | 5/28/02 | P F | | | | | 1,000.00 |

TOTAL

45,578.52



12/01/01

**STEPHEN SWITALA
PO BOX 202
PHILIPSBURG, PA 16866**

TOTAL AMOUNT DUE: \$ 52,864.10*

P.O. Box 30
Philipsburg, PA
16886
814-342-3190
800-432-0866
814-342-6483 (fax)

208 S. Potter St.
Bellefonte, PA
16823
814-355-4749

216 Bridge St.
Clearfield, PA
16830
814-765-8700

P. O. Box 1
Lewistown, PA
17044
717-248-3717

Dear Steve

Since, we have not received payment in full on the above account, and there seems to be no response to calls and letters, we are compelled to collect this in another manner.

Therefore, Please be advised that unless payment in full is received or prior arraignment is made with myself we will proceed with the filing of litigation against you in order to collect this debt.

If this filing is done you will be responsible for not only the principle amount but also court costs and legal fee as allowed by law.

We suggest you give this matter your immediate attention.

Sincerely,

Chris Pifer
Credit Manager
J.J. Powell Inc.
(814) 342-3190

EXHIBIT B

Leave over margin

| | | | | |
|---|--|--|--|--|
| PETER F. SMITH ATTORNEY 30 SOUTH SECOND STREET P.O. BOX 130 CLEARFIELD, PA. 16830 | | | | |
|---|--|--|--|--|

FILED

AUG 20 2002

William A. Shaw
Prothonotary

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

J. J. POWELL, INC., :
Plaintiff : No. 2002-1293-CD
:
vs. :
:
S. J. SWITALA TRUCKING & REPAIR, :
INC., :
Defendant :
:

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on September 26, 2002, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

S. J. Switala Trucking and Repair, Inc.
P. O. Box 202
Philipsburg, PA 16866

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$45,578.52** plus interest and costs of suit.

FILED

*10/11/02 pd 2000 to Dif.
0/11/02 Notice to att.
William A. Shaw
Prothonotary*

| | | |
|--------------------|---|-------------|
| a) | Balance | \$45,578.52 |
| c) | Interest accruing after 5/28/02 at 12% per annum (to be added) | \$ _____ |
| f) | Costs of Suit (to be added) | \$ _____ |
| g) | Attorneys' fees (to be added) | \$ _____ |
| Preliminary Total | | \$45,578.52 |
| FINAL TOTAL | | \$ |

Respectfully submitted:



Peter F. Smith, Attorney for Plaintiff

Date: October 7, 2002

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

J. J. POWELL, INC.,
Plaintiff

No. 2002-1293-CD

vs.

S. J. SWITALA TRUCKING & REPAIR,
INC.,
Defendant

TO: S. J. Switala Trucking & Repair, Inc.
P. O. Box 202
Philipsburg, PA 16866

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 TO A 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.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON OCTOBER 7, 2002.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Market & Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: September 26, 2002


Peter F. Smith
Attorney for Plaintiff

cc: Chris Pifer, J. J. Powell, Inc.

FILED

OCT 11 2002

William A. Shaw
Prothonotary

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

J. J. POWELL, INC., :
Plaintiff :
: No. 2002-1293-CD
:
:
vs. :
:
:
S. J. SWITALA TRUCKING & REPAIR, :
INC., :
Defendant :
:

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: J. J. Powell, Inc.
P. O. Box 30
Philipsburg, PA 16866

Defendant: S. J. Switala Trucking & Repair, Inc.
P. O. Box 202
Philipsburg, PA 16866

Date: October 7, 2002



Peter F. Smith
Attorney for Plaintiff

FILED

OCT 11 2002
0/11/02 BA
William A. Shaw
Prothonotary

FILED
OCT 11 2002
William A. Shaw
Prothonotary

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

COPY

J. J. Powell, Inc.
Plaintiff(s)

No.: 2002-01293-CD

Real Debt: \$45,578.52

Atty's Comm:

Vs.

Costs: \$

Int. From:

S. J. Switala Trucking & Repair, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 11, 2002

Expires: October 11, 2007

Certified from the record this 11th day of October, 2002

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

COPY

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

J. J. POWELL, INC., Plaintiff : No. 2002-1293-CD
vs. :
S. J. SWITALA TRUCKING & REPAIR, INC., Defendant :

Notice is given that a judgment has been entered of record in Clearfield County against S. J. Switala Trucking & Repair, Inc., Defendant, and in favor of the Plaintiff in the amount of \$45,578.52, plus interest and costs.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12949

J.J. POWELL, INC.

02-1293-CD

VS.

S.J. SWITALA TRUCKING & REPAIR INC

COMPLAINT

SHERIFF RETURNS

**NOW SEPTEMBER 3, 2002 AT 11:08 AM DST SERVED THE WITHIN COMPLAINT
ON S.J. SWITALA TRUCKING & REPAIR INC., DEFENDANT AT EMPLOYMENT,
RT 53, DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDNG TO
KEN RAYMOND, DISPATCHER A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING.**

Return Costs

| Cost | Description |
|-------|------------------------------|
| 32.67 | SHFF. HAWKINS PAID BY: PLFF. |
| 10.00 | SURCHARGE PAID BY: PLFF. |

Sworn to Before Me This

14th Day Of October 2002
Will A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff

FILED
01/39 BH
OCT 14 2002

William A. Shaw
Prothonotary

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

J. J. POWELL, :
Plaintiff :
vs. : No. 2002-1293-CD
S. J. SWITALA TRUCKING & REPAIR, INC. :
Defendant :
& :
COUNTY NATIONAL BANK :
Garnishee :

FILED

DEC 23 2002

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

TO: William A. Shaw, Prothonotary

Dear Sir:

1. Kindly issue writ of execution in the above matter directed to the Sheriff of Clearfield County against S. J. SWITALA TRUCKING & REPAIR, INC., Defendant, and COUNTY NATIONAL BANK, Garnishee.

2. This Writ should be indexed against S. J. SWITALA TRUCKING & REPAIR, INC. and the following property:

All cash, funds, chattel, tangible personal property, intangible personal property or choses in action owned by, owing to or held on behalf of the Defendant, S. J. Switala Trucking & Repair, Inc., including but not limited to the following vehicles: **White International Truck US DOT 825819, Blue Kenworth Truck- plate # AE48669, Fruhaeuf Flat Bed Trailer- plate # XN19031, Fruhaeuf Flat Bed Trailer- plate # XR47957, Fruhaeuf Box Trailer- plate # XL67394, Fruhaeuf Box Trailer- plate # XR47956, white International Truck SJ009, Transfer Trailer- plate # XL24655 and GMC Serria YDV 0169**

3. The amounts due are as follows:

| | | |
|----|--|-------------|
| a) | Principal | \$45,578.52 |
| b) | Interest after 5/28/02 at 12% per annum (to be added) | \$ _____ |
| c) | Costs of Suit (to be added) | \$ _____ |

| | |
|--------------------|-------------|
| Preliminary Total | \$45,578.52 |
| Prothonotary costs | 120.00 |
| GRAND TOTAL | \$ _____ |

Date:

12/19/02



Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

01/10/13-~~By~~ Piff pd. 20.00
DEC 23 2002

1CC Shff w/ 8 Wnts

William A. Shaw
Prothonotary

WA

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

J. J. POWELL,

Plaintiff

vs.

No. 2002-1293-CD

S. J. SWITALA TRUCKING & REPAIR, INC.,
Defendant

&

COUNTY NATIONAL BANK
Garnishee

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

J. J. POWELL, :
Plaintiff :
No. 2002-1293-CD
vs. :
S. J. SWITALA TRUCKING & REPAIR, INC., :
Defendant :
& :
COUNTY NATIONAL BANK :
Garnishee :

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the property owned by the Defendant as follows:

All cash, chattel, tangible personal property, intangible personal property or chooses in action owned by, owing to or held on behalf of the Defendant, S. J. Switala Trucking & Repair, Inc.

2. You are also directed to attach the property of the defendant not levied upon in the possession of: COUNTY NATIONAL BANK, GARNISHEE, as follows:

All cash, chattel, tangible personal property, intangible personal property or chooses in action owned by, owing to or held on behalf of the Defendant, S. J. Switala Trucking & Repair, Inc. including but not limited to the following vehicles: **White International Truck US DOT 825819, Blue Kenworth Truck -plate # AE48669, Fruehauf Flat Bed Trailer -plate # XN19031, Fruehauf Flat Bed Trailer -plate # XR47957, Fruehauf Box Trailer -plate # XL67394, Fruehauf Box Trailer -plate # XR47956, White International Truck SJ009, Transfer Trailer -plate # XL24655 and GMC C Serria YDV 0169**

and to notify the garnishee that: (a) an attachment has been issued; (b) the garnishee are enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

4. Amounts due:

| | | |
|----|--|-------------|
| a) | Principal | \$45,578.52 |
| b) | Interest after 5/28/02 at 12% per annum (to be added) | \$ _____ |
| c) | Costs of Suit (to be added) | \$ _____ |

PRELIMINARY TOTAL \$45,578.52
Prothonotary Costs 120.00
FINAL TOTAL \$

December 23, 2002
Prothonotary

By: Willie L. Hay
Deputy

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

J. J. POWELL, :
Plaintiff :
vs. : No. 2002-1293-CD
S. J. SWITALA TRUCKING & REPAIR, INC., :
Defendant :
& :
COUNTY NATIONAL BANK :
Garnishee :

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

 (i) Set aside in kind (specify property to be set aside in kind):

 (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: in cash in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

—Lap over margin—

PETER F. SMITH

ATTORNEY

30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

J.J. POWELL,

Plaintiff

vs.

S.J. SWITALA TRUCKING & REPAIR, INC.,

Defendant

and

COUNTY NATIONAL BANK,

Garnishee

) IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
)
: NO. 2002-1293-CD
)
: CIVIL ACTION - LAW
)
: TYPE OF PLEADING FILED:
)
: PETITION TO INTERVENE AND
:) PETITION TO HAVE PETITIONER'S
: SECURED INTEREST DECLARED
:) SUPERIOR TO THAT OF PLAINTIFF'S
: JUDGMENT
:) ATTORNEY FOR PETITIONER:
:
:) ROBERT A. MIX, ESQUIRE
: LEE, MARTIN, GREEN & REITER, INC.
:) 115 EAST HIGH STREET
: PO BOX 179
:) BELLEFONTE, PA 16823
: 814-355-4769
:) SUPERIOR COURT ID # 16164

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

J.J. POWELL,)
Plaintiff : No. 2002-1293-CD
)
vs. :
)
S.J. SWITALA TRUCKING & REPAIR, INC., :
Defendant :
 :
and :
 :
COUNTY NATIONAL BANK,)
Garnishee :
 :

FILED

FEB 07 2003

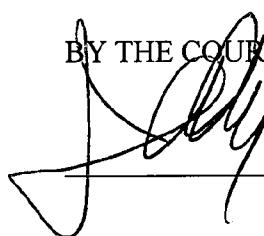
William A. Shaw
Prothonotary

ORDER

AND NOW, this 7th day of February, 2003, upon consideration of the foregoing petition, it is hereby ordered that

- (1) a rule is issued upon the respondent to show cause why the petition is not entitled to the relief requested;
- (2) the respondent shall file an answer to the petition within twenty days of service upon the respondent;
- (3) the petition shall be decided under Pa.R.C.P. No. 206.7;
- (4) depositions shall be completed within 60 days of this date;
- (5) argument shall be held on the 3 day of March, 2003, in Courtroom 1 of the Clearfield County Courthouse; Clearfield, Pennsylvania; and at 3:00 P.M.
- (6) notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:



J.

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

J.J. POWELL,)
Plaintiff : No. 2002-1293-CD
)
vs. :
)
S.J. SWITALA TRUCKING & REPAIR, INC., :
Defendant)
 :
and)
 :
COUNTY NATIONAL BANK,)
Garnishee :
 :

PETITION TO INTERVENE AND PETITION TO HAVE
PETITIONER'S SECURED INTEREST DECLARED
SUPERIOR TO THAT OF PLAINTIFF'S JUDGMENT

Now Comes Petitioner Commercial Credit Counseling Service, Inc., by its attorneys, Lee, Martin, Green & Reiter, Inc., and respectfully represents:

1. Petitioner is Commercial Credit Counseling Service, Inc., (Commercial) a New Jersey Corporation with a place of business located at 95 Route 17 South, Suite 310, Paramus, New Jersey 07652.
2. Respondents are:

- a) J.J. Powell, Inc. (Powell), a Pennsylvania corporation with a place of business located at 105 West Presqueisle Street, PO Box 30, Philipsburg, PA 16866.
- b) S.J. Switala Trucking & Repair, Inc. (Switala), a Pennsylvania corporation with a place of business located at Route 53 North, Drifting, PA 16834.
- c) County National Bank (Bank), a national banking association with a place of business located at One South Second Street, Clearfield, PA 16830.

3. On August 20, 2002, Powell, as plaintiff, commenced the above-captioned civil action against Switala, as defendant.

4. On October 11, 2002, a judgment by default in the amount of \$45,578.52, plus interest, plus court costs was entered in favor of Powell and against Switala.

5. On December 23, 2002, Powell commenced execution proceedings against Switala, as defendant, and Bank, as garnishee, to enforce the judgment and a Writ of Execution was issued by the Prothonotary on the same date.

6. As set forth in the Writ of Execution, Powell directs the Sheriff to levy upon various personal property owned by Switala and/or to attach various personal property in the possession of Bank, to include all cash, chattels, tangible and intangible personal property, chooses in action and various motor vehicles.

7. On January 4, 2003, the Writ of Execution was served on Bank, as garnishee.

8. The Writ of Execution has yet to be served on Switala, as defendant, and a levy has yet to be made.

9. A Sheriff's Sale has yet to be scheduled in these execution proceedings.

10. On September 4, 2002, Commercial and Switala entered into a Debt Restructuring and Fresh Start Agreement, a true and correct copy of which is attached hereto, incorporated herein and marked Exhibit "A".

11. On September 16, 2002, Commercial, as secured party, entered a financing statement, No. 36650307 against Switala, as debtor, in the Pennsylvania Department of State, Corporation Bureau. A true and correct copy of the financing statement is attached hereto, incorporated herein and marked Exhibit "B".

12. The value of Commercial's secured interest is \$103,663.24

13. Commercial is not a party to the above-captioned civil action or execution proceedings.

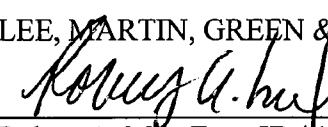
14. Commercial has a legally enforceable secured interest in the personal property owned by Switala and/or in the possession of Bank, pursuant to the above described financing statement.

15. Commercial's secured interest is superior to the judgment/lien obtained by Powell, pursuant to which it has commenced these execution proceedings.

16. In the event a sheriff's sale of the personal property owned by Switala and/or in the possession of Bank occurs, Commercial is entitled to priority in payment of its secured interest over the judgment/lien of Powell.

17. In the event a judgment is entered against Bank, as garnishee, and a payment is made by Bank pursuant thereto, Commercial is entitled to priority in payment of its secured interest over the judgment/lien by Powell.

WHEREFORE, Commercial respectfully requests Your Honorable Court to permit it to intervene in these execution proceedings and to declare that its secured interest is superior to Powell's judgment/lien and entitled to priority over said judgment/lien in the distribution of any proceeds of a sheriff's sale of any personal property owned by Switala and/or in the possession of Bank.

LEE, MARTIN, GREEN & REITER, INC.
By: 

Robert A. Mix, Esq., ID #16164
Attorney for Petitioner Commercial Credit
Counseling Service, Inc.
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

09/04/2002 18:41 18143426179
8/26/02 16:39

CCCS

SJSWITALA
Robert Nimer → Steve SwitalaPAGE 02
112DEBT RESTRUCTURING AND FRESH START AGREEMENT

This agreement between SJSwitala Trucking & Repair, Inc. and Stephen J. Switala (hereafter known as applicant) and Commercial Credit Counseling Services, Inc. (hereafter known as CCC), is an understanding of the terms and conditions whereas CCC will satisfy business related creditors submitted using only small installments from the applicant. CCC does this by negotiating a reduction of the debt and scheduling payments over time. CCC will pay creditors based on the availability of funds that the applicant has deposited with CCC. CCC guarantees that the total amount paid by applicant, including all fees, will be less than the total amount owed to the creditors submitted for restructuring. This guarantee is only valid for applicants that submit at least four creditors and that consistently make monthly installments of at least 3% of the amount owed to the creditors submitted and does not apply to "secured debts". A "secured debt" is defined as any debt that is secured by a lien, collateral or personal liability, or where the applicant is being sued or acknowledges their need to do business with any creditor. To secure the performance of the applicant's obligation as set forth herein, the applicant hereby grants to CCC a security interest in collateral identified on the UCC-1 financing statement which is part of this agreement. The amount of this obligation is equal to the amount owed to creditors submitted minus installments made.

Fees: All fees (except lease deferment fees) are deducted monthly from applicant's installments and, only after, scheduled payments to creditors are made.

Debt Reduction: Twenty-five percent of the difference between the amount owed and the total settlement for each creditor. The reduction fee for "secured debts" will be thirty-three percent of the difference between the amount owed and the total settlement for that creditor. If a creditor makes no attempt to collect their money for any 120 day period after they have been contacted by CCC, the applicant agrees that it is in their own best interest to no longer pursue a settlement with that defaulted creditor and CCC will be entitled to the reduction fee based on the full amount of the claim. In the event, a defaulted creditor recommends collection activity, CCC agrees to refund the difference between the reduction fee by default and the reduction fee after the creditor settles. If the creditor can justify an amount owed that is greater than the amount the applicant claimed was due, the reduction fee will be based on the justified amount. There will be no Debt Reduction fees charged for claims \$300.00 and under.

Deferment: If a creditor agrees to accept payments over time, there will be a one and one half percent monthly service charge on the balance owed except on lease payments, or the like, which are subject to a one time charge of ten percent of the total amount deferred.

Administrative: There is a \$50.00 listing charge for each creditor assigned and a \$10.00 disbursement charge for each check issued to creditors.

Installment Terms: Applicant hereby authorizes CCC to deposit drafts or electronically transfer funds totaling \$436.00 from applicant's bank account at (bank) CNB, (city, state, phone) PA, 11PSB459, Pa. (814) 342-4000 account number 1520899, routing number 031306278 on each and every We.d. toward the funding of this restructuring until all creditors and CCC have been paid. The first draft or transfer will be deposited on the date you submit this agreement. As applicant adds creditors to this restructuring, the total monthly installment will automatically increase by three percent of the amount of debt being added. Applicant will pay renegotiated lease payments, or the like, directly to the creditor. Lease deferment fees are payable immediately by separate draft.

The applicant agrees not to communicate with any creditor after they have been submitted. In the event of any breach of this agreement, applicant agrees to pay CCC liquidated damages in lieu of fees in the amount of twenty-five percent of the total amount of all creditors' claims minus fees already paid to CCC, and CCC's obligations to applicant under this agreement will be considered fulfilled. Liquidated damages are due immediately.

It is agreed that the applicant hold harmless and indemnify CCC for any legal action associated with this restructuring. CCC is attempting this restructuring on a best efforts basis and accepts no liability for any debts owed or statements made by applicant. This constitutes our entire agreement and any changes must be mutually agreed to in writing. Any disputes arising under or in connection with this agreement shall be governed by the laws of the State of New Jersey.

Stephen J. Switala

Authorized Signature for applicant

My faxed signature may be accepted as an original signature

Stephen J. Switala

Print Name

9/4/02

Date

Pres.

Title

EXHIBIT

A

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
UNIFORM COMMERCIAL CODE
P.O. BOX 8721
HARRISBURG, PA 17105-8721

COMMERCIAL CREDIT COUNSELING SERVICES
95 ROUTE 17 SOUTH
SUITE 310
PARAMUS NJ 07652

DEBTOR:

SJ SWITALA TRUCKING & REPAIR INC
PO BOX 202
DRIFTING, PA 16834

SWITALA, STEPHEN J
PO BOX 202
DRIFTING, PA 16834

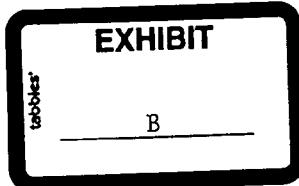
SECURED PARTY:

COMMERCIAL CREDIT COUNSELING SERVICES
95 ROUTE 17 SOUTH
SUITE 310
PARAMUS, NJ 07652

EFFECTIVE DATE: SEPTEMBER 16, 2002 AT 02:28 PM

FINANCING STATEMENT NUMBER: 36650307

For additional information, please visit our "Searchable Database" at: WWW.DOS.STATE.PA.US/CORPS



DEBT RESTRUCTURING AND FRESH START AGREEMENT

This agreement between SJSWITALA Trucking & Repair, Inc. & Stephen J. Switala (hereafter known as applicant) and Commercial Credit Counseling Services, Inc. (hereafter known as CCC), is an understanding of the terms and conditions whereas CCC will satisfy business related creditors submitted using only small installments from the applicant. CCC does this by negotiating a reduction of the debt and scheduling payments over time. CCC will pay creditors based on the availability of funds that the applicant has deposited with CCC. CCC guarantees that the total amount paid by applicant, including all fees, will be less than the total amount owed to the creditors submitted for restructuring. This guarantee is only valid for applicants that submit at least four creditors and that consistently make monthly installments of at least 3% of the amount owed to the creditors submitted and does not apply to "secured debts". A "secured debt" is defined as any debt that is secured by a lien, collateral or personal liability, or where the applicant is being sued or acknowledges their need to do business with any creditor. To secure the performance of the applicant's obligation as set forth herein, the applicant hereby grants to CCC a security interest in collateral identified on the UCC-1 financing statement which is part of this agreement. The amount of this obligation is equal to the amount owed to creditors submitted minus installments made.

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Debt Reduction: Twenty-five percent of the difference between the amount owed and the total settlement for each creditor. The reduction fee for "secured debts" will be thirty-three percent of the difference between the amount owed and the total settlement for that creditor. If a creditor makes no attempt to collect their money for any 120 day period after they have been contacted by CCC, the applicant agrees that it is in their own best interest to no longer pursue a settlement with that defaulted creditor and CCC will be entitled to the reduction fee based on the full amount of the claim. In the event, a defaulted creditor recommences collection activity, CCC agrees to refund the difference between the reduction fee by default and the reduction fee after the creditor settles. If the creditor can justify an amount owed that is greater than the amount the applicant claimed was due, the reduction fee will be based on the justified amount. There will be no Debt Reduction fees charged for claims \$300.00 and under.

Deferment: If a creditor agrees to accept payments over time, there will be a one and one half percent monthly service charge on the balance owed except on lease payments, or the like, which are subject to a one time charge of ten percent of the total amount deferred.

Administrative: There is a \$50.00 listing charge for each creditor assigned and a \$10.00 disbursement charge for each check issued to creditors.

Installment Terms: Applicant hereby authorizes CCC to deposit drafts or electronically transfer funds totaling \$436.00 from applicant's bank account at (bank) CNB, (city, state, phone) Pittsburgh, Pa. (814)342-4000 account number 1520899, routing number 031306278 on each and every Wed. toward the funding of this restructuring until all creditors and CCC have been paid. The first draft or transfer will be deposited on the date you submit this agreement. As applicant adds creditors to this restructuring, the total monthly installment will automatically increase by three percent of the amount of debt being added. Applicant will pay renegotiated lease payments, or the like, directly to the creditor. Lease deferment fees are payable immediately by separate draft.

The applicant agrees not to communicate with any creditor after they have been submitted. In the event of any breach of this agreement, applicant agrees to pay CCC liquidated damages in lieu of fees in the amount of twenty-five percent of the total amount of all creditors' claims minus fees already paid to CCC, and CCC's obligations to applicant under this agreement will be considered fulfilled. Liquidated damages are due immediately.

It is agreed that the applicant hold harmless and indemnify CCC for any legal action associated with this restructuring. CCC is attempting this restructuring on a best efforts basis and accepts no liability for any debts owed or statements made by applicant. This constitutes our entire agreement and any changes must be mutually agreed to in writing. Any disputes arising under or in connection with this agreement shall be governed by the laws of the State of New Jersey.

Stephen J. Switala

Authorized Signature for applicant

My faxed signature may be accepted as an original signature

9/4/02

Date

Stephen J. Switala

Print Name

pres.

Title

Commercial Credit Counseling Services, Inc.
55 Harristown Road
Glen Rock, New Jersey 07452
800 411-1113 Fax 201 493-2813
CorporateTurnaround.com
"Turning Adversaries into Allies"

October 1, 2002

CNB Bank

Attention: Branch Manager

Re: S.J. Switala Trucking & Repair Inc.
Bank Account #: 1520899

To Whom It May Concern:

S.J. Switala Trucking & Repair Inc and Commercial Credit Counseling Services, Inc. (CCCS) entered into an agreement that authorized CCCS to electronically transfer funds from S.J. Switala Trucking & Repair Inc account number 1520899.

Please confirm that you will continue to comply with this arrangement without further instructions.

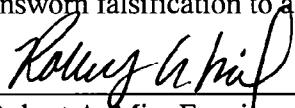
Print Name _____ Signature _____ Date _____
Authorized signer for CCCS

Stephen J. Switala Stephen J. Switala 10/9/02
Print Name _____ Signature _____ Date _____
Authorized signer for S. J. Switala Trucking & Repair Inc

Jeffrey A. Hess Jeff A. Hess 10-9-02
Print Name _____ Signature _____ Date _____
Authorized signer for CNB Bank

VERIFICATION

Robert A. Mix, Esquire, states that he is the attorney of record in this action for Petitioner Commercial Credit Counseling Service, Inc.; and that he is authorized to take this verification on its behalf; that he is acquainted with the facts set forth in the foregoing Petition; and that the same are true and correct to the best of his knowledge, information and belief. This verification is executed in accordance with Pa. R.C.P. 1024(c) and this statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Robert A. Mix, Esquire

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

| | |
|---------------------------------------|--------------------|
| J.J. POWELL, |) |
| Plaintiff | : No. 2002-1293-CD |
| |) |
| vs. | : |
| |) |
| S.J. SWITALA TRUCKING & REPAIR, INC., | : |
| Defendant |) |
| | : |
| and |) |
| | : |
| COUNTY NATIONAL BANK, |) |
| Garnishee | : |

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition to Intervene and Petition to Have Petitioner's Secured Interest declared Superior to that of Plaintiff's Judgment was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 8th day of February, 2003 addressed to the following:

Peter Smith, Esq.
30 S. 2nd Street
PO Box 130
Clearfield, PA 16830

County National Bank
One South Second Street
Clearfield, PA 16830

S.J. Switala Trucking & Repair, Inc.
Route 53 North
Drifting, PA 16834



Robert A. Mix

J.J. POWELL,

Plaintiff

vs.

S.J. SWITALA TRUCKING & REPAIR, INC., : CIVIL ACTION - LAW

Defendant

and

COUNTY NATIONAL BANK.

Garnishee

) IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
)
: NO. 2002-1293-CD
)
: CIVIL ACTION - LAW
)
: TYPE OF PLEADING FILED:
)
: PRAECIPE
)
:
)
:
) ATTORNEY FOR PETITIONER:
:
) ROBERT A. MIX, ESQUIRE
: LEE, MARTIN, GREEN & REITER, INC.
: 115 EAST HIGH STREET
: PO BOX 179
: BELLEFONTE, PA 16823
: 814-355-4769
:) SUPERIOR COURT ID # 16164

FILED

FEB 25 2003

William A. Shaw
Pretheology

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

J.J. POWELL,)
Plaintiff : No. 2002-1293-CD
)
vs. :
)
S.J. SWITALA TRUCKING & REPAIR, INC., :
Defendant)
 :
and)
 :
COUNTY NATIONAL BANK,)
Garnishee :
 :

PRAECIPE

Please mark Commercial Credit Counseling Service, Inc.'s Petition to Intervene and
Petition to have Petitioner's Secured Interest Declared Superior to that of Plaintiff's Judgment
withdrawn.

LEE, MARTIN, GREEN & REITER, INC.
By: Robert A. Mix
Robert A. Mix, Esq., ID #16164
Attorney for Petitioner Commercial Credit
Counseling Service, Inc.
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

J.J. POWELL,)
Plaintiff : No. 2002-1293-CD
)
vs. :
)
S.J. SWITALA TRUCKING & REPAIR, INC., :
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 :
and)
 :
COUNTY NATIONAL BANK,)
Garnishee :
 :

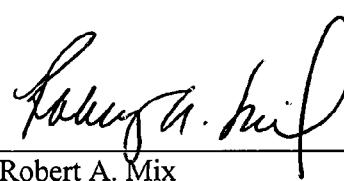
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe was deposited in
the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 24th day of
February, 2003 addressed to the following:

Peter Smith, Esq.
30 S. 2nd Street
PO Box 130
Clearfield, PA 16830

Michael Antoniewicz, Esq.
95 State Highway 17 South
Suite 310
Paramus, NJ 07652

County National Bank
One South Second Street
Clearfield, PA 16830



Robert A. Mix

FILED No cc

11:20-02-00000
FEB 25 2003

copy to CIA

William A. Shaw
Prothonotary

WAS

In The Court of Common Pleas of Clearfield County, Pennsylvania

J. J. POWELL

Sheriff Docket # 13515

02-1293-CD

VS.

S. J. SWITALA TRUCKING & REPAIR, INC.

WRIT OF EXECUTION PERSONAL PROPERTY/GARNISHEE

SHERIFF RETURNS

NOW, JANUARY 15, 2003 @ 2:44 P.M. O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON MARK BREAKEY , SR. VICE-PRESIDENT OF COUNTY NATIONAL BANK , GARNISHEE, AT HIS PLACE OF EMPLOYMENT P. O. BOX 42, ONE SOUTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA 16830 BY HANDING TO MARK BREAKEY, SR. VICE-PRESIDENT, OF COUNTY NATIONAL BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 17, 2003 @ 1:13 P.M. SERVED WRIT OF EXECUTION ON STEVE SWITALA, OWNER OF S. J. SWITALA TRUCKING & REPAIR, INC., DEFENDANT, AT HIS PLACE OF EMPLOYMENT ROUTE 53, DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEVE SWITALA, OWNER OF S.J. SWITALA TRUCKING & REPAIR, INC., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 17, 2003 @ 1:13 P.M. A LEVY WAS TAKEN ON THE PERSONAL PROPERTY OF THE DEFENDANT.

MAY 29, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE EXECUTION AND GARNISHMENT AND LEVY.

NOW, AUGUST 5, 2003 PAID COSTS FORM ADVANCE AND MADE A REFUND OF UNUSED ADVANCE TO THE PLAINTIFF.

NOW, AUGUST 5, 2003 RETURN WRIT AS NO SALE HELD, PLAINTIFF'S ATTORNEY REQUESTED THE EXECUTION, GARNISHMENT AND LEVY DISCONTINUED.

SHERIFF HAWKINS \$84.08
SURCHARGE \$30.00
PAID BY PLAINTIFF

FILED

09:30 AM
AUG 06 2003

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13515

J. J. POWELL

02-1293-CD

VS.

S. J. SWITALA TRUCKING & REPAIR, INC.

WRIT OF EXECUTION PERSONAL PROPERTY/GARNISHEE

SHERIFF RETURNS

Sworn to Before Me This

16th Day Of August 2003

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

J. J. POWELL,

Plaintiff

vs.

No. 2002-1293-CD

S. J. SWITALA TRUCKING & REPAIR, INC.,
Defendant

&

COUNTY NATIONAL BANK
Garnishee

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

J. J. POWELL,

Plaintiff

: No. 2002-1293-CD

vs.

S. J. SWITALA TRUCKING & REPAIR, INC.,
Defendant

&

COUNTY NATIONAL BANK
Garnishee

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the property owned by the Defendant as follows:

All cash, chattel, tangible personal property, intangible personal property or choses in action owned by, owing to or held on behalf of the Defendant, S. J. Switala Trucking & Repair, Inc.

2. You are also directed to attach the property of the defendant not levied upon in the possession of: COUNTY NATIONAL BANK, GARNISHEE, as follows:

All cash, chattel, tangible personal property, intangible personal property or choses in action owned by, owing to or held on behalf of the Defendant, S. J. Switala Trucking & Repair, Inc. including but not limited to the following vehicles: **White International Truck US DOT 825819, Blue Kenworth Truck -plate # AE48669, Fruehauf Flat Bed Trailer -plate # XN19031, Fruehauf Flat Bed Trailer -plate # XR47957, Fruehauf Box Trailer -plate # XL67394, Fruehauf Box Trailer -plate # XR47956, White International Truck SJ009, Transfer Trailer -plate # XL24655 and GMC C Serria YDV 0169**

and to notify the garnishee that: (a) an attachment has been issued; (b) the garnishee are enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

4. Amounts due:

| | | |
|----|--|-------------|
| a) | Principal | \$45,578.52 |
| b) | Interest after 5/28/02 at 12% per annum (to be added) | \$ _____ |
| c) | Costs of Suit (to be added) | \$ _____ |

PRELIMINARY TOTAL \$45,578.52
Prothonotary Costs 120.00
FINAL TOTAL \$ _____

December 23, 2002
Prothonotary

By: William H. Shanahan
Deputy

Received 12-23-02 @ 1:50 P.M.
Chester A. Hawkins
By Cynthia Butler Aughenbaugh

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

J. J. POWELL, :
Plaintiff :
vs. : No. 2002-1293-CD
S. J. SWITALA TRUCKING & REPAIR, INC., :
Defendant :
& :
COUNTY NATIONAL BANK :
Garnishee :

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

_____ (i) Set aside in kind (specify property to be set aside in kind):

_____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: _____ in cash _____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ _____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

NAME: S. W. SWITALA NO. 02-1293-CD

NOW, , by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of 2002, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

| | |
|----------------------------|--------------|
| RDR | 9.00 |
| SERVICE | 9.00 |
| MILEAGE | 14.30 |
| LEVY | 20.00 |
| MILEAGE | 14.30 |
| POSTING | |
| HANDBILLS | |
| COMMISSION | |
| UNABLE TO LEVY (9.00) | |
| POSTAGE | 1.48 |
| ADD'L SERVICE | |
| ADD'L ,MILEAGE-DEPUTIZE | |
| ADD'L POSTING | |
| COPIES/BILLING | 5.00 |
| BID | |
| RETURN OF INTERROGATORIES | |
| PHONE CALLS | |
| TOTAL SHERIFF COSTS | 73.08 |

DEBT & INTEREST

| | |
|----------------------------------|------------------|
| DEBT | 45,578.52 |
| INTEREST AFTER 5/28/02 @ 12% | |
| TOTAL DEBT & INTEREST | 45,578.52 |

COSTS:

| | |
|-----------------------|---------------|
| ATTORNEY PAID | |
| ATTORNEY FEES | |
| COSTS TO PROTHONOTARY | 120.00 |
| SHERIFF'S COSTS | 73.08 |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | |
| COSTS GARNISHMENT | 11.00 |
| OTHER COSTS-PREVIOUS | |
| TOTAL COSTS | 204.08 |

TOTAL DEBT AND COSTS 45,782.60

COMMISSION 2% ON THE FIRST \$100,000.00 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

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

J. J. POWELL, INC., :
Plaintiff : No. 2002-1293-CD

vs. :

S. J. SWITALA TRUCKING & REPAIR,
INC., :
Defendant :

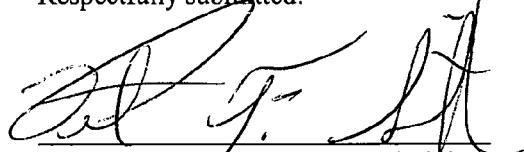
PRAECIPE

To: Chester A. Hawkins, Sheriff

Dear Sir:

I appear on behalf of the Plaintiff in the above-captioned matter. I request that the execution, garnishment and levy in this matter be discontinued. Please return the Writ of Execution to the Prothonotary and direct him to mark the execution "Discontinued".

Respectfully submitted:



Peter F. Smith, Attorney for Plaintiff

Date: February 10, 2003

Date: MAY 29, 2003

ENCLOSURE

Re: J J POWELL VS. S J SWITALA TRUCKING & REPAIR INC

We enclose the following: A PRAECIPE TO DISCONTINUE

If checked here, please acknowledge receipt of enclosure
on enclosed RECEIPT and return to us.

TO CINDY AUGHENBAUGH
CLEARFIELD COUNTY SHERIFF OFFICE
CLEARFIELD COUNTY COURTHOUSE

HAND DELIVER

PETER F. SMITH
ATTORNEY

30 SOUTH SECOND ST. P. O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830