

02-1450-CD
Westpoint Ins. Vs Kephart Trucking Co

02

02-1450-CD

WESTPORT INSURANCE CORP. et al -vs- KEPHART TRUCKING COMPANY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13073

WESTPORT INSURANCE CORP.

02-1450-CD

VS.

KEPHART TRUCKING COMPANY

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 31, 2002 RETURN THE WITHIN COMPLAINT "NOT SERVED,
TIME EXPIRED". RECEIVED CHECKS FROM ATTORNEY TOO LATE TO SERVE.

Return Costs

| Cost | Description |
|-------|-----------------------------|
| 19.37 | SHFF. HAWKINS PAID BY: ATTY |
| 10.00 | SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

6th Day Of November 2002
1-11-02

[Signature]

So Answers,

[Signature]
by Marilyn Harris
Chester A. Hawkins
Sheriff

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

2002-1450-CP

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

1. Enter judgment on the Defendant Kephart Trucking Company in the amount of \$158,851.84 as per the attached Demand Judgment Note.
2. Enter judgment in favor of the original holder, or (unless expressly forbidden in the instrument) in favor of the assignee or other transferee;

Date: 7/25/02

THOMAS, THOMAS & HAFFER

BY: [Signature]

John T. Huskin, Esquire
P.D.No. 74821
Attorney for Plaintiff

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

SEP 19 2002

Attest,

[Signature]
Prothonotary/
Clerk of Courts

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

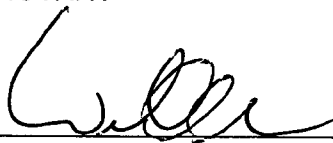
2002-1450-CD

ENTRY OF JUDGMENT

AND NOW this 19th day of SEPTEMBER, 2002, upon
consideration of the Praecept to Enter Judgment in this matter, Judgment is hereby entered
against Defendant Kephart Trucking Company in the amount of \$ 158,851.84.

PROTHONOTARY

by: _____



Deputy

Copies mailed to all parties by
US First Class Mail Postage
Prepaid on 9-19-02 *unp*

BY: John T. Huskin

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

2002-1450-CD

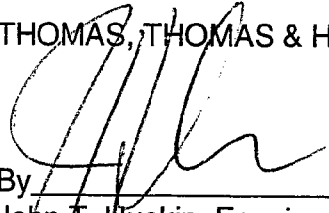
CONFESSION OF JUDGEMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess Judgement in favor of the Plaintiff and against Defendant as follows:

| | |
|---------------------------------|---------------------|
| Unpaid Balance of Instrument: | \$ 129,748.14 |
| Interest from March 16, 2002: | \$ 3,754.08 |
| Attorney's collection fee (20%) | \$ <u>25,349.63</u> |

TOTAL: **\$ 158,851.84**

THOMAS, THOMAS & HAFFER LLP

By 
John T. Huskin, Esquire
Attorney for Defendant

Date: July 25, 2002

Judgement entered as of 9-19-02


Prothonotary

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

2002-1450-CD

COMPLAINT

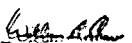
AND NOW, Plaintiffs Westport Insurance Corp. and R.F. Mattei & Associates, by and through their attorneys, Thomas, Thomas & Hafer, LLP, file this Complaint pursuant to Pa.R.C.P. No. 2951(b) for Judgement by confession, and in support thereof aver the following:

1. Plaintiff, Westport Insurance Corporation, is a corporation organized and existing under the laws of the state of Missouri.
2. Plaintiff, R.F. Mattei & Associates, is a corporation organized and existing under the laws of the state of Washington.
3. Defendant, Kephart Trucking Company, is a Pennsylvania corporation with a place of business at Route 322 West, Bigler, Pennsylvania.
4. Attached as Exhibit A is a true and correct copy of the original instrument authorizing confession duly executed by Defendant.
5. The attached instrument has not been assigned.

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

SEP 19 2002

Attest.


Notary Public/
Clerk of Courts

6. Judgement has not been entered in any jurisdiction on the attached instrument authorizing confession.

7. Default was made by the Defendant in the payment of the installment of \$ 16,500.00, due on March 15, 2002, and in the payment of all subsequent installments. Plaintiff provided written notice of the default by letter sent to Defendant by first class mail on April 16, 2002. The Defendant failed to cure the default. Under the terms of the instrument, the entire sum is in default. Plaintiff has exercised its option to declare the entire balance of the instrument immediately due and payable.

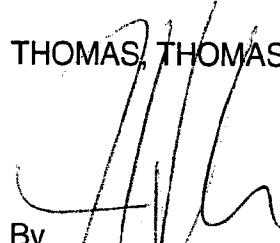
8. Consequently, the Defendant is liable to Plaintiff as follows:

| | |
|---------------------------------|---------------------|
| Unpaid Balance of Instrument: | \$ 129,748.14 |
| Interest from March 16, 2002: | \$ 3,754.08 |
| Attorney's collection fee (20%) | <u>\$ 25,349.63</u> |

TOTAL: \$ 158,851.84

WHEREFORE, Plaintiff demands judgement in the sum of \$ 158,851.84 as authorized by the warrant of attorney appearing in the attached instrument.

THOMAS, THOMAS & HAFFER LLP



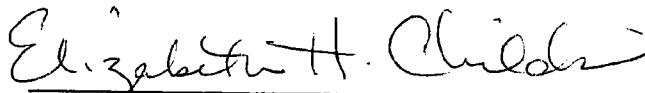
By _____
John T. Huskin, Esquire
Attorney for Plaintiff

Date: July 25, 2002

VERIFICATION

I, Elizabeth H. Childs, hereby verify that I am a duly authorized representative of Westport Insurance Corp., and R.F. Mattei & Associates, Plaintiffs in this action, and do hereby verify that the averments made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

7/11/02
Date: _____



Elizabeth H. Childs

DEMAND JUDGMENT NOTE

This note supplements and amends the terms of the promissory note dated June 12, 2001, attached as Exhibit B to the complaint filed in the Court of Common Pleas, Clearfield County, Pennsylvania, in the matter of Westport Insurance Corporation and R. F. Mattei and Associates v. Kephart Trucking Company, 2001-01570-CD.

FOR VALUE RECEIVED, Kephart Trucking Company (hereinafter called "Kephart") hereby promises to pay to the order of Westport Insurance Corporation/R.F. Mattei & Associates (hereinafter called "Westport") the total sum of One Hundred Thirty Two Thousand Eight Hundred Twenty Three Dollars and Seventy Three Cents (\$132,823.73) in seven equal installments of Sixteen Thousand Five Hundred Dollars (\$16,500.00) and one final installment of Seventeen Thousand Three Hundred Twenty Three Dollars and Seventy Three Cents (\$17,323.73). These installments shall be due on the 15th day of each month commencing on March 15, 2002 and ending on October 15, 2002.

The total sum of this note is based on the balance of unpaid deductibles, including interest through March 15, 2002, of \$126,748.14, escrowed funds of \$3,000.00 to cover Westport's reasonable attorneys fees and costs through the date of payment of the last installment under the terms of this note, and \$3,075.59 representing interest at a rate eight percent (8%) per annum on the unpaid balance from March 16, 2002. This note does not include potential deductibles totaling \$10,000.00 on the two remaining open claims, numbers 470620 and 500780, although Kephart warrants that it will pay these deductibles within thirty day from the date of written demand.

Kephart shall have the right to pre-pay all or any part of the amount of this note at any time or from time to time without premium or penalty.

If Kephart should default on any payment under the terms of this demand judgment note, when the same shall become due and payable, Kephart may cure the default by payment of the installment as well as interest at a rate of eight percent (8%) per annum from the date that the installment became due and payable within ten days following receipt of written notice of such default from Westport or its agent, or within thirty days from the date that the installment became due and payable, whichever is later. If Kephart fails to cure the default, then the entire principal amount of this note may, at the option of Westport, become due and payable without presentment or demand, notice of protest or other notice of dishonor of any kind, all of which are expressly waived by Kephart.

Upon the happening of an event of default, Kephart hereby empowers and authorizes, without power of revocation, any attorney of any court of record within the United States or elsewhere, to appear for Kephart, its successors or assigns, in any

such court, in term time or on vacation and with or without declaration filed, to waive process and service thereof and confess judgment in favor of Westport, its successors or assigns, for the unpaid balance of the principal amount thereof, together with all unpaid interest thereon, costs of suit and an attorney's commission for collection of twenty percent (20%) of the principal amount thereof, with release of all errors and right to appeal which may intervene in any such proceedings. The undersigned consents to immediate execution upon such judgment, and inquisition and extension upon any levy upon real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted, the undersigned hereby expressly ratifying and confirming all that said attorney may do by virtue hereof.

This note shall bind Kephart, its successors and assigns, and the benefit hereto shall inure to Westport, its personal representatives, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has caused this note to be executed by its proper officers thereunto duly authorized.

KEPHART TRUCKING COMPANY

by 
Timothy L. Kephart, Chief Executive Officer

Date: April 2, 2002

AFFIDAVIT

Being duly sworn according to law, the undersigned deposes and says that:

(1) He is a corporate officer for Kephart Trucking Company who is authorized to bind the corporation for repayment of the debt enumerated in the Demand Judgment Note.

(2) He is over Twenty-One (21) years of age, not within the military service of the United States and its allies, nor otherwise within the civil relief provisions of the Soldiers and Sailors Civil Relief Act of 1947 as amended.

(3) He has agreed to borrow funds from Westport Insurance Corporation/R.F. Mattei and Associates in the principal amount of \$132,823.73, and to secure said obligation has delivered to Westport Insurance Corporation/R.F. Mattei and Associates a Demand Judgement Note containing a confession of judgment.

(4) He understands that a confession of judgment allows for the entry of a judgment by confession against Kephart Trucking Company and that said judgment encumbers all real estate and property that Kephart Trucking Company owns.

(5) The loan is for commercial purposes in that the proceeds are being used by the borrower for the operation of a business and not for personal, family or household use.

IN WITNESS WHEREOF and intending to induce Westport Insurance Corporation/R.F. Mattei and Associates to complete the transaction as provided, the undersigned has affixed his seal on this 2 day of April, 2002.



Timothy L. Kephart, Chief Executive Office

Sworn to and subscribed before me
this ____ day of _____, 2002

Notary Public

My Commission expires:

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

2002-1450-CO

COMPLAINT

AND NOW, Plaintiffs Westport Insurance Corp. and R.F. Mattei & Associates, by and through their attorneys, Thomas, Thomas & Hafer, LLP, file this Complaint pursuant to Pa.R.C.P. No. 2951(b) for Judgement by confession, and in support thereof aver the following:

1. Plaintiff, Westport Insurance Corporation, is a corporation organized and existing under the laws of the state of Missouri.
2. Plaintiff, R.F. Mattei & Associates, is a corporation organized and existing under the laws of the state of Washington.
3. Defendant, Kephart Trucking Company, is a Pennsylvania corporation with a place of business at Route 322 West, Bigler, Pennsylvania.
4. Attached as Exhibit A is a true and correct copy of the original instrument authorizing confession duly executed by Defendant.
5. The attached instrument has not been assigned.

FILED

SEP 19 2002

M/12:05/02
William A. Shaw
Prothonotary

CASE TO ATTY +
DEPT.
NOTICE TO DEPT. SHERIFF FOR
SERV. LL

6. Judgement has not been entered in any jurisdiction on the attached instrument authorizing confession.

7. Default was made by the Defendant in the payment of the installment of \$ 16,500.00, due on March 15, 2002, and in the payment of all subsequent installments. Plaintiff provided written notice of the default by letter sent to Defendant by first class mail on April 16, 2002. The Defendant failed to cure the default. Under the terms of the instrument, the entire sum is in default. Plaintiff has exercised its option to declare the entire balance of the instrument immediately due and payable.

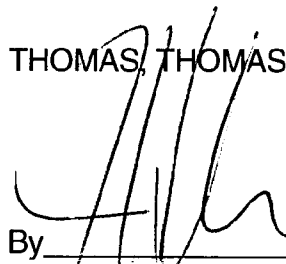
8. Consequently, the Defendant is liable to Plaintiff as follows:

| | |
|---------------------------------|---------------------|
| Unpaid Balance of Instrument: | \$ 129,748.14 |
| Interest from March 16, 2002: | \$ 3,754.08 |
| Attorney's collection fee (20%) | <u>\$ 25,349.63</u> |

TOTAL: \$ 158,851.84

WHEREFORE, Plaintiff demands judgement in the sum of \$ 158,851.84 as authorized by the warrant of attorney appearing in the attached instrument.

THOMAS, THOMAS & HAFFER LLP



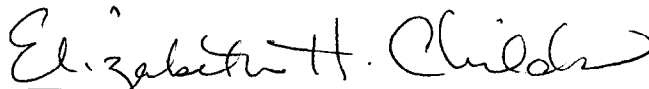
By _____
John T. Huskin, Esquire
Attorney for Plaintiff

Date: July 25, 2002

VERIFICATION

I, Elizabeth H. Childs, hereby verify that I am a duly authorized representative of Westport Insurance Corp., and R.F. Mattei & Associates, Plaintiffs in this action, and do hereby verify that the averments made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

7/11/02
Date: _____



Elizabeth H. Childs

FILED

SEP 19 2002

William A. Shaw
Prothonotary

DEMAND JUDGMENT NOTE

This note supplements and amends the terms of the promissory note dated June 12, 2001, attached as Exhibit B to the complaint filed in the Court of Common Pleas, Clearfield County, Pennsylvania, in the matter of Westport Insurance Corporation and R. F. Mattei and Associates v. Kephart Trucking Company, 2001-01570-CD.

FOR VALUE RECEIVED, Kephart Trucking Company (hereinafter called "Kephart") hereby promises to pay to the order of Westport Insurance Corporation/R.F. Mattei & Associates (hereinafter called "Westport") the total sum of One Hundred Thirty Two Thousand Eight Hundred Twenty Three Dollars and Seventy Three Cents (\$132,823.73) in seven equal installments of Sixteen Thousand Five Hundred Dollars (\$16,500.00) and one final installment of Seventeen Thousand Three Hundred Twenty Three Dollars and Seventy Three Cents (\$17,323.73). These installments shall be due on the 15th day of each month commencing on March 15, 2002 and ending on October 15, 2002.

The total sum of this note is based on the balance of unpaid deductibles, including interest through March 15, 2002, of \$126,748.14, escrowed funds of \$3,000.00 to cover Westport's reasonable attorneys fees and costs through the date of payment of the last installment under the terms of this note, and \$3,075.59 representing interest at a rate eight percent (8%) per annum on the unpaid balance from March 16, 2002. This note does not include potential deductibles totaling \$10,000.00 on the two remaining open claims, numbers 470620 and 500780, although Kephart warrants that it will pay these deductibles within thirty day from the date of written demand.

Kephart shall have the right to pre-pay all or any part of the amount of this note at any time or from time to time without premium or penalty.

If Kephart should default on any payment under the terms of this demand judgment note, when the same shall become due and payable, Kephart may cure the default by payment of the installment as well as interest at a rate of eight percent (8%) per annum from the date that the installment became due and payable within ten days following receipt of written notice of such default from Westport or its agent, or within thirty days from the date that the installment became due and payable, whichever is later. If Kephart fails to cure the default, then the entire principal amount of this note may, at the option of Westport, become due and payable without presentment or demand, notice of protest or other notice of dishonor of any kind, all of which are expressly waived by Kephart.

Upon the happening of an event of default, Kephart hereby empowers and authorizes, without power of revocation, any attorney of any court of record within the United States or elsewhere, to appear for Kephart, its successors or assigns, in any

such court, in term time or on vacation and with or without declaration filed, to waive process and service thereof and confess judgment in favor of Westport, its successors or assigns, for the unpaid balance of the principal amount thereof, together with all unpaid interest thereon, costs of suit and an attorney's commission for collection of twenty percent (20%) of the principal amount thereof, with release of all errors and right to appeal which may intervene in any such proceedings. The undersigned consents to immediate execution upon such judgment, and inquisition and extension upon any levy upon real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted, the undersigned hereby expressly ratifying and confirming all that said attorney may do by virtue hereof.

This note shall bind Kephart, its successors and assigns, and the benefit hereto shall inure to Westport, its personal representatives, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has caused this note to be executed by its proper officers thereunto duly authorized.

KEPHART TRUCKING COMPANY

by 
Timothy L. Kephart, Chief Executive Officer

Date: April 2, 2002

AFFIDAVIT

Being duly sworn according to law, the undersigned deposes and says that:

(1) He is a corporate officer for Kephart Trucking Company who is authorized to bind the corporation for repayment of the debt enumerated in the Demand Judgment Note.

(2) He is over Twenty-One (21) years of age, not within the military service of the United States and its allies, nor otherwise within the civil relief provisions of the Soldiers and Sailors Civil Relief Act of 1947 as amended.

(3) He has agreed to borrow funds from Westport Insurance Corporation/R.F. Mattei and Associates in the principal amount of \$132,823.73, and to secure said obligation has delivered to Westport Insurance Corporation/R.F. Mattei and Associates a Demand Judgement Note containing a confession of judgment.

(4) He understands that a confession of judgment allows for the entry of a judgment by confession against Kephart Trucking Company and that said judgment encumbers all real estate and property that Kephart Trucking Company owns.

(5) The loan is for commercial purposes in that the proceeds are being used by the borrower for the operation of a business and not for personal, family or household use.

IN WITNESS WHEREOF and intending to induce Westport Insurance Corporation/R.F. Mattei and Associates to complete the transaction as provided, the undersigned has affixed his seal on this 2 day of April, 2002.



Timothy L. Kephart, Chief Executive Office

Sworn to and subscribed before me
this ____ day of _____, 2002

Notary Public

My Commission expires:

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

1. Enter judgment on the Defendant Kephart Trucking Company in the amount of \$158,851.84 as per the attached Demand Judgment Note.
2. Enter judgment in favor of the original holder, or (unless expressly forbidden in the instrument) in favor of the assignee or other transferee;

Date: 7/25/02

THOMAS, THOMAS & HAFFER

BY: [Signature]

John T. Huskin, Esquire
J.D.No. 74821
Attorney for Plaintiff

FILED

SEP 19 2002

William A. Shaw
Prothonotary

THOMAS, THOMAS & HAFFER LLP
John T. Huskin, Esquire
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999
(717) 237-7127
(717) 237-7105 (Fax)

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

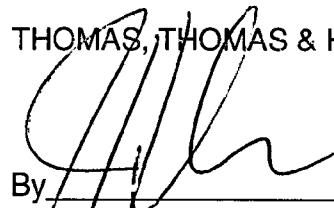
CONFESSION OF JUDGEMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess Judgement in favor of the Plaintiff and against Defendant as follows:

| | |
|---------------------------------|---------------------|
| Unpaid Balance of Instrument: | \$ 129,748.14 |
| Interest from March 16, 2002: | \$ 3,754.08 |
| Attorney's collection fee (20%) | \$ <u>25,349.63</u> |

TOTAL: **\$ 158,851.84**

THOMAS, THOMAS & HAFFER LLP

By 
John T. Huskin, Esquire
Attorney for Defendant

Date: July 25, 2002

Judgement entered as of 9-19-02


Prothonotary

WESTPORT INSURANCE CORP.
and R.F. Mattei & Associates,
Plaintiff

v.

KEPHART TRUCKING COMPANY,
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

ENTRY OF JUDGMENT

AND NOW this 19 day of September, 2002, upon
consideration of the Praecipe to Enter Judgment in this matter, Judgment is hereby entered
against Defendant Kephart Trucking Company in the amount of \$ 158,851.84.

PROTHONOTARY

by: 

Deputy

Copies mailed to all parties by
US First Class Mail Postage
Prepaid on 9-19-02

BY: John T. Huskin

THOMAS, THOMAS & HAFFER, LLP
ATTORNEYS AT LAW

JOSEPH P. HAFFER
JAMES K. THOMAS, II
ROBERTSON B. TAYLOR
PETER J. CURRY
R. BURKE McLEMORE, JR.
EDWARD H. JORDAN, JR.
C. KENT PRICE
RANDALL G. GALE
DAVID L. SCHWALM
PETER J. SPEAKER
DOUGLAS B. MARCELLO
PAUL J. DELLASEGA
SARAH W. AROSELL
EUGENE N. McHUGH
STEPHEN E. GEDULDIG
KAREN S. COATES

OF COUNSEL
JAMES K. THOMAS

305 NORTH FRONT STREET

SIXTH FLOOR

P.O. BOX 999

HARRISBURG, PA 17108

(717) 237-7100

FAX (717) 237-7105

WRITER'S DIRECT DIAL NUMBER

(717) 237-7127

E-mail: jth@tthlaw.com

July 25, 2002

TODD B. NARVOL
JAMES J. DODD-O
DANIEL L. GRILL
EVAN BLACK
JOHN J. McNALLY, III
KEVIN C. McNAMARA
BROOKS R. FOLAND
JONATHAN C. DEISHER
JOHN FLOUNLACKER
JOHN T. HUSKIN, JR.
MICHELE J. THORP
STEPHANIE L. HERSPERGER
HUGH P. O'NEILL, III
W. DARREN POWELL
LAURA J. HERZOG
JOSEPH G. McHALE
DRUMMOND B. TAYLOR
DEREK D. BAHL
KIMBERLY A. BOHLE
MARK J. POWELL

William Shaw, Prothonotary
P.O. Box 549
Clearfield, PA 16830

*We still require the \$80
filing fee and can no longer
hold the paperwork.
Thank you.*

**RE: Westport Insurance Corp. and R.F. Mattei & Associates v. Kephart
Trucking**

Dear Mr. Shaw:

Enclosed for filing please find the original and two copies of the civil Complaint, Praecipe for Entry of Judgment and Confession of Judgement in the above-captioned matter. We have also enclosed our firm's check in the amount of ~~\$80.00~~ to cover your costs for filing same. Would you please time-stamp the extra copy of the Complaint and return it to our office in the enclosed self-addressed stamped envelope.

Additionally, would you please forward a certified copy of the Complaint to the Sheriff's Department for service upon Defendant, whose address is: Kephart Trucking Company, Route 322W, Bigler, Clearfield County, Pennsylvania. Please also forward the enclosed checks made payable to the Sheriff of Clearfield County with the copy of the Complaint.

Thank you for your attention to this matter.

Very truly yours,

THOMAS, THOMAS & HAFFER, LLP

[Signature]
John T. Huskin

*NO CHECKS
FOR SHERIFF
WAVE ENCLOSURE
WAT*

JTH:aec
Enclosures
:143552.2