

03-50-CD  
GLENN O. HAWBAKER, INC. vs. DAVID D. STONEBERG

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

GLENN O. HAWBAKER, INC.

No. 03-50-CD

Plaintiff

Type of Pleading: COMPLAINT

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING,

Filed on Behalf of: Plaintiff

Defendant

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**FILED**

JAN 13 2003

William A. Shaw  
Prothonotary

**NOTICE TO DEFEND**

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

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814.765.2641

Feb. 20, 2003 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *[Signature]*  
Deputy Prothonotary

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

GLENN O. HAWBAKER, INC.

No.

Plaintiff

Type of Pleading: COMPLAINT

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING,

Filed on Behalf of: Plaintiff

Defendant

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**COMPLAINT**

1. The Plaintiff, GLENN O. HAWBAKER, INC., is a Pennsylvania business corporation with a principal place of business at 1952 Waddle Road, P.O. Box 135, State College, Centre County, Pennsylvania, hereinafter referred to as "Plaintiff".
2. The Defendant, DAVID D. STONEBERG, individually, jointly and severally d/b/a STONEBERG PAVING, with a principal place of business of P.O. Box 663, DuBois, Pennsylvania 15801 hereinafter referred to as "Defendant".
3. At the specific instance and request of Defendant, Plaintiff performed time and material construction services and/or sale and delivery of materials.
4. The total amount due from Defendant to Plaintiff as a result of the matters described in Paragraph 3, net of all allowable credits is **\$45,493.06**; more specifically shown on

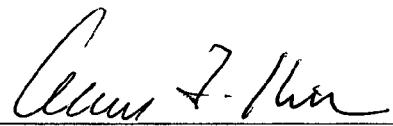
Plaintiff's statement of account, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein as fully as though set forth at length.

5. Defendant received and accepted the services and/or material described in Paragraph 3.
6. The prices charged were fair and reasonable and were the prices the Defendant agreed to pay.
7. All conditions precedent to Defendant's duty to performance under the agreement have occurred.
8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest or any part thereof to the Plaintiff.
9. Defendant has agreed to pay late fees and/or interest on the balance due, computed as follows: 1-1/2% per month (annual percentage rate of 18%) of the unpaid balance.

WHEREFORE, Plaintiff demands the entry of judgment against Defendant in the amount of **\$45,493.06** together with additional late fees and continuing interest thereon through the date of actual payment, together with costs and other appropriate relief.

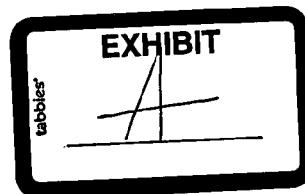
Respectfully submitted,

Dated: 1-09-03

  
\_\_\_\_\_  
Alan F. Kirk  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

C U S T O M E R A C C O U N T S  
First      THROUGH      Last

TRANS#	INVOICE	CONTRACT	MONTH DATE	DUDE	DESCRIPTION	TOTAL DUE	REBATE/AGE	CURRENT	CHECK #
<b>Steneberg Paving</b> 376									
160178 I	258356		08/02 08/16/02 09/15/02	DBA11021		6,225.05			1
172643 P			12/02 12/30/02			-3,028.98			23811
					TOTAL INVOICE :	3,195.07	0.00	3,195.07	
160893 I	258682		08/02 08/25/02 09/22/02	DBA11021		3,505.91			1
					TOTAL INVOICE :	3,505.91	0.00	3,505.91	
161494 I	259012		08/02 08/30/02 09/29/02	DBA11021		1,806.11			1
					TOTAL INVOICE :	1,806.11	0.00	1,806.11	
161485 I	259013		08/02 08/30/02 09/29/02	DBA11025		405.03			1
					TOTAL INVOICE :	405.03	0.00	405.03	
162248 I	259346		08/02 09/10/02 10/10/02	DBA11021		1,703.18			1
					TOTAL INVOICE :	1,703.18	0.00	1,703.18	
162249 I	259347		08/02 09/10/02 10/10/02	DBA11255		117.87			1
					TOTAL INVOICE :	117.87	0.00	117.87	
162852 I	259652		09/02 09/17/02 10/17/02	DBA11021		1,537.01			1
					TOTAL INVOICE :	1,537.01	0.00	1,537.01	
162853 I	259653		09/02 09/17/02 10/17/02	DBA11255		93.34			1
					TOTAL INVOICE :	93.34	0.00	93.34	
163530 I	259857		09/02 09/23/02 10/23/02	DBA11021		3,248.27			1
					TOTAL INVOICE :	3,248.27	0.00	3,248.27	
163531 I	259858		09/02 09/23/02 10/23/02	DBA11255		228.59			1
					TOTAL INVOICE :	228.59	0.00	228.59	
163532 I	259859		09/02 09/23/02 10/23/02	FOB SRQ		861.34			1
					TOTAL INVOICE :	861.34	0.00	861.34	
164271 I	260302		09/02 09/30/02 10/30/02			95.40			1
					TOTAL INVOICE :	95.40	0.00	95.40	
164272 I	260303		09/02 09/30/02 10/30/02	DBA11021		1,817.41			1
					TOTAL INVOICE :	1,817.41	0.00	1,817.41	
164273 I	260304		09/02 09/30/02 10/30/02	FOB SRQ		1,347.88			1
					TOTAL INVOICE :	1,347.88	0.00	1,347.88	
164809 I	260661		09/02 10/06/02 11/03/02	DBA11021		4,390.12			1
					TOTAL INVOICE :	4,390.12	0.00	4,390.12	
165574 I	260935		10/02 10/14/02 11/13/02	DBA11021		5,087.11			1
					TOTAL INVOICE :	5,087.11	0.00	5,087.11	



C U S T O M E R A C C O U N T S  
First THROUGH Last

TRANS#	T INVOICE	CONTRACT	MONTH	DATE	DUED	DESCRIPTION	TOTAL DUE	RETAINAGE	CURRENT	CHECK RT
165575	260836		10/02	10/14/02	11/13/02	FOB SRQ	181.07			1
						TOTAL INVOICE :	181.07	0.00	181.07	
166264	261313		10/02	10/16/02	11/17/02	DBA11021	4,192.80			1
						TOTAL INVOICE :	4,192.80	0.00	4,192.80	
166265	261314		10/02	10/18/02	11/17/02	FOB SRQ	384.93			1
						TOTAL INVOICE :	384.93	0.00	384.93	
167371	261642		10/02	10/31/02	11/30/02	DBA11021	2,713.93			1
						TOTAL INVOICE :	2,713.93	0.00	2,713.93	
167372	261643		10/02	10/31/02	11/30/02	DBA11255	642.73			1
						TOTAL INVOICE :	642.73	0.00	642.73	
167373	261644		10/02	10/31/02	11/30/02	FOB SRQ	288.62			1
						TOTAL INVOICE :	288.62	0.00	288.62	
167683	261941		10/02	11/04/02	12/04/02	DBA11021	2,053.07			1
						TOTAL INVOICE :	2,053.07	0.00	2,053.07	
167684	261942		10/02	11/04/02	12/04/02	FOB SRQ	1,754.29			1
						TOTAL INVOICE :	1,754.29	0.00	1,754.29	
168152	262271		10/02	11/08/02	12/08/02	FOB SRQ	477.16			1
						TOTAL INVOICE :	477.16	0.00	477.16	
168550	262581		11/02	11/15/02	12/15/02	DBA11021	2,300.80			1
						TOTAL INVOICE :	2,300.80	0.00	2,300.80	
169630	262918		11/02	11/22/02	12/22/02	FOB SRQ	569.62			1
						TOTAL INVOICE :	569.62	0.00	569.62	
161301	507733	16003-101	08/02	08/26/02	09/27/02	7/17/02	473.50			1
						TOTAL INVOICE :	473.50	0.00	473.50	
						TOTAL CUSTOMER :	45,493.06	0.00	45,493.06	

\*\*\* RECEIVABLE TYPE SUMMARY \*\*\*

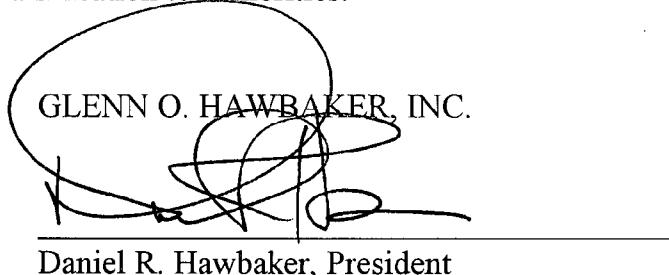
TYPE	GL ACCOUNT			
AR	1100-9999	Accounts Receivable	45,493.06	45,493.06
RET	1110-9999	RETAINAGE	0.00	0.00
		RECEIVABLE TYPE TOTALS :	45,493.06	45,493.06
		GRAND TOTAL :	45,493.06	45,493.06

**VERIFICATION**

I verify that the statements made in the foregoing Complaint, 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.

Date: 1-09-03

GLENN O. HAWBAKER, INC.  
  
Daniel R. Hawbaker, President

**FILED** Atty pd.  
85.00  
12-26-03 2cc ~~prosecution~~  
JAN 13 2003 Shaffer

William A. Shaw  
Prothonotary

2-20-03  
to ~~Wm. A. Shaw~~  
to S.H.F.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13536

GLENN O. HAWKBAKER, INC.

03-50-CD

VS.

STONEBERG, DAVID D. ind, jointly, severally d/b/a STONEBERG PPAVING

**COMPLAINT**

**SHERIFF RETURNS**

NOW FEBRUARY 12, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO DAVID D. STONEBERG  
I/j/a/s/d/b/a STONEBERG PAVING and DAVID STONEBERG, IND., DEFENDANTS.

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Return Costs

Cost	Description
31.72	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

13<sup>th</sup> Day Of Feb 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  
by Marilyn Harry*

Chester A. Hawkins  
Sheriff

**FILED**

FEB 13 2003  
012:15 p.m. E1  
William A. Shaw KEP  
Prothonotary

**COPY**

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

GLENN O. HAWBAKER, INC.

: No. 03-50-C

Plaintiff

: Type of Pleading: COMPLAINT

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING,

Defendant

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

: 1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

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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.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814.765.2641

JAN 13 2003

Attest.

*William A. Haas*  
Prothonotary/  
Clerk of Courts

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

GLENN O. HAWBAKER, INC.

: No.

: Plaintiff

: vs.

: Type of Pleading: COMPLAINT

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING,

: Filed on Behalf of: Plaintiff

: Defendant

: Counsel of Record for this Party:

: ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

: 1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**COMPLAINT**

1. The Plaintiff, GLENN O. HAWBAKER, INC., is a Pennsylvania business corporation with a principal place of business at 1952 Waddle Road, P.O. Box 135, State College, Centre County, Pennsylvania, hereinafter referred to as "Plaintiff".
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3. At the specific instance and request of Defendant, Plaintiff performed time and material construction services and/or sale and delivery of materials.
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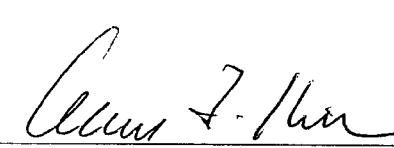
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5. Defendant received and accepted the services and/or material described in Paragraph 3.
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7. All conditions precedent to Defendant's duty to performance under the agreement have occurred.
8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest or any part thereof to the Plaintiff.
9. Defendant has agreed to pay late fees and/or interest on the balance due, computed as follows: 1-1/2% per month (annual percentage rate of 18%) of the unpaid balance.

WHEREFORE, Plaintiff demands the entry of judgment against Defendant in the amount of **\$45,493.06** together with additional late fees and continuing interest thereon through the date of actual payment, together with costs and other appropriate relief.

Respectfully submitted,

Dated: 1-09-03

  
\_\_\_\_\_  
Alan F. Kirk  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

C U S T O M E R A C C O U N T S  
First      THROUGH      Last

TRANS#	INVOICE	CONTRACT	MONTH DATE	DUED	DESCRIPTION	TOTAL DUE	RETM/MADE	CURRENT	CHECK#
Stensberg Paving 376									
160178 I	258356		08/02 08/16/02	09/15/02	DBA11021	6,225.05			1
172643 P			12/02 12/30/02			-3,028.98			23911
					TOTAL INVOICE :	3,195.07	0.00	3,195.07	
160893 I	258692		08/02 08/25/02	08/22/02	DBA11021	3,505.91			1
					TOTAL INVOICE :	3,505.91	0.00	3,505.91	
161494 I	259012		08/02 08/30/02	09/29/02	DBA11021	1,806.11			1
					TOTAL INVOICE :	1,806.11	0.00	1,806.11	
161495 I	259013		08/02 08/30/02	09/29/02	DBA11025	405.03			1
					TOTAL INVOICE :	405.03	0.00	405.03	
162248 I	259346		08/02 09/10/02	10/10/02	DBA11021	1,703.18			1
					TOTAL INVOICE :	1,703.18	0.00	1,703.18	
162349 I	259347		08/02 09/10/02	10/10/02	DBA11255	117.87			1
					TOTAL INVOICE :	117.87	0.00	117.87	
162852 I	259652		09/02 09/17/02	10/17/02	DBA11021	1,537.01			1
					TOTAL INVOICE :	1,537.01	0.00	1,537.01	
162858 I	259653		09/02 09/17/02	10/17/02	DBA11255	93.34			1
					TOTAL INVOICE :	93.34	0.00	93.34	
163530 I	259857		09/02 09/23/02	10/23/02	DBA11021	3,248.27			1
					TOTAL INVOICE :	3,248.27	0.00	3,248.27	
163531 I	259858		09/02 09/23/02	10/23/02	DBA11255	228.59			1
					TOTAL INVOICE :	228.59	0.00	228.59	
163532 I	259859		09/02 09/23/02	10/23/02	FOB SRQ	861.24			1
					TOTAL INVOICE :	861.24	0.00	861.24	
164271 I	260303		09/02 09/30/02	10/30/02		99.40			1
					TOTAL INVOICE :	99.40	0.00	99.40	
164272 I	260303		09/02 09/30/02	10/30/02	DBA11021	1,817.41			1
					TOTAL INVOICE :	1,817.41	0.00	1,817.41	
164273 I	260304		09/02 09/30/02	10/30/02	FOB SRQ	1,347.88			1
					TOTAL INVOICE :	1,347.88	0.00	1,347.88	
164809 I	260661		09/02 10/06/02	11/03/02	DBA11021	4,390.12			1
					TOTAL INVOICE :	4,390.12	0.00	4,390.12	
165574 I	260935		10/02 10/14/02	11/13/02	DBA11021	5,097.11			1
					TOTAL INVOICE :	5,097.11	0.00	5,097.11	



C U S T O M E R A C C O U N T S  
First THROUGH Last

TRANS#	T INVOICE	CONTRACT	MONTR DATE	DUUE	DESCRIPTION	TOTAL DUE	RETAINAGE	CURRENT	CHECK RT
165575 X	260830		10/02 10/14/02	11/19/02	FOB SRQ	181.07			1
					TOTAL INVOICE :	181.07	0.00	181.07	
166264 I	261313		10/02 10/16/02	11/17/02	DBA11021	4,192.80			1
					TOTAL INVOICE :	4,192.80	0.00	4,192.80	
166265 I	261314		10/02 10/18/02	11/17/02	FOB SRQ	384.93			1
					TOTAL INVOICE :	384.93	0.00	384.93	
167371 X	261642		10/02 10/31/02	11/30/02	DBA11021	2,713.93			1
					TOTAL INVOICE :	2,713.93	0.00	2,713.93	
167372 I	261643		10/02 10/31/02	11/30/02	DBA11235	642.73			1
					TOTAL INVOICE :	642.73	0.00	642.73	
167373 X	261644		10/02 10/31/02	11/30/02	FOB SRQ	289.62			1
					TOTAL INVOICE :	289.62	0.00	289.62	
167563 I	261941		10/02 11/04/02	12/04/02	DBA11021	2,053.07			1
					TOTAL INVOICE :	2,053.07	0.00	2,053.07	
167564 I	261942		10/02 11/04/02	12/04/02	FOB SRQ	1,754.25			1
					TOTAL INVOICE :	1,754.25	0.00	1,754.25	
168182 I	262271		10/02 11/08/02	12/08/02	FOB SRQ	477.16			1
					TOTAL INVOICE :	477.16	0.00	477.16	
168556 I	262561		11/02 11/15/02	12/15/02	DBA11021	2,300.80			1
					TOTAL INVOICE :	2,300.80	0.00	2,300.80	
169630 I	262918		11/02 11/28/02	12/22/02	FOB SRQ	569.62			1
					TOTAL INVOICE :	569.62	0.00	569.62	
161301 I	507733 14C03-101	08/02 08/28/02	09/27/02	7/17/02		473.50			1
					TOTAL INVOICE :	473.50	0.00	473.50	
					TOTAL CUSTOMER :	45,493.06	0.00	45,493.06	

\*\*\* RECEIVABLE TYPE SUMMARY \*\*\*

TYPE	GL ACCOUNT			
AR	1100-9999	Accounts Receivable	45,493.06	45,493.06
RET	1110-9999	RETAINAGE	0.00	
		RECEIVABLE TYPE TOTALS :	45,493.06	45,493.06
		GRAND TOTAL :	45,493.06	45,493.06

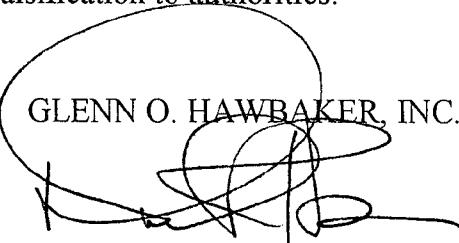
## VERIFICATION

I verify that the statements made in the foregoing Complaint, 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.

Date: 1-09-03

GLENN O. HAWBAKER, INC.

  
Daniel R. Hawbaker, President

# COPY

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

GLENN O. HAWBAKER, INC.

: No. 03-50-CO

Plaintiff

vs.

Type of Pleading: COMPLAINT

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING,

Filed on Behalf of: Plaintiff

Defendant

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

: 1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

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

JAN 13 2003

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814.765.2641

Attest.

*William A. Hawker*  
Prothonotary/  
Clerk of Courts

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

GLENN O. HAWBAKER, INC. : No.  
Plaintiff :  
vs. : Type of Pleading: COMPLAINT  
DAVID D. STONEBERG, individually, :  
jointly and severally d/b/a STONEBERG : Filed on Behalf of: Plaintiff  
PAVING, :  
Defendant :  
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**COMPLAINT**

1. The Plaintiff, GLENN O. HAWBAKER, INC., is a Pennsylvania business corporation with a principal place of business at 1952 Waddle Road, P.O. Box 135, State College, Centre County, Pennsylvania, hereinafter referred to as "Plaintiff".
2. The Defendant, DAVID D. STONEBERG, individually, jointly and severally d/b/a STONEBERG PAVING, with a principal place of business of P.O. Box 663, DuBois, Pennsylvania 15801 hereinafter referred to as "Defendant".
3. At the specific instance and request of Defendant, Plaintiff performed time and material construction services and/or sale and delivery of materials.
4. The total amount due from Defendant to Plaintiff as a result of the matters described in Paragraph 3, net of all allowable credits is **\$45,493.06**; more specifically shown on

Plaintiff's statement of account, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein as fully as though set forth at length.

5. Defendant received and accepted the services and/or material described in Paragraph 3.
6. The prices charged were fair and reasonable and were the prices the Defendant agreed to pay.
7. All conditions precedent to Defendant's duty to performance under the agreement have occurred.
8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest or any part thereof to the Plaintiff.
9. Defendant has agreed to pay late fees and/or interest on the balance due, computed as follows: 1-1/2% per month (annual percentage rate of 18%) of the unpaid balance.

WHEREFORE, Plaintiff demands the entry of judgment against Defendant in the amount of **\$45,493.06** together with additional late fees and continuing interest thereon through the date of actual payment, together with costs and other appropriate relief.

Respectfully submitted,

Dated: 1-09-03

  
\_\_\_\_\_  
Alan F. Kirk  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

C U S T O M E R A C C O U N T S  
First THROUGH Last

TRANS#	T INVOICE	CONTRACT	MONTH DATE	DUDE	DESCRIPTION	TOTAL DUDE	RETAINAGE	CURRENT	CHECK RT
<b>Stensberg Paving</b> 376									
160179	I	258356	08/02 08/16/02	09/15/02	DBA11021	6,225.05			1
172643	P		12/02 12/30/02			-8,028.98			23811
					TOTAL INVOICE :	3,195.07	0.00	3,195.07	
160893	I	258692	08/02 08/23/02	09/22/02	DBA11021	3,505.91			1
					TOTAL INVOICE :	3,505.91	0.00	3,505.91	
161494	I	259012	08/02 08/30/02	09/29/02	DBA11021	1,806.11			1
					TOTAL INVOICE :	1,806.11	0.00	1,806.11	
161495	I	259013	08/02 08/30/02	09/29/02	DBA11025	405.03			1
					TOTAL INVOICE :	405.03	0.00	405.03	
162248	I	259346	08/02 09/10/02	10/16/02	DBA11021	1,703.18			1
					TOTAL INVOICE :	1,703.18	0.00	1,703.18	
162249	I	259347	08/02 09/10/02	10/10/02	DBA11025	117.87			1
					TOTAL INVOICE :	117.87	0.00	117.87	
162252	I	259652	09/02 09/17/02	10/17/02	DBA11021	1,537.01			1
					TOTAL INVOICE :	1,537.01	0.00	1,537.01	
162253	I	259653	09/02 09/17/02	10/17/02	DBA11025	93.34			1
					TOTAL INVOICE :	93.34	0.00	93.34	
163510	I	259857	09/02 09/23/02	10/23/02	DBA11021	3,248.27			1
					TOTAL INVOICE :	3,248.27	0.00	3,248.27	
163531	I	259858	09/02 09/23/02	10/23/02	DBA11025	228.59			1
					TOTAL INVOICE :	228.59	0.00	228.59	
163532	I	259858	09/02 09/23/02	10/23/02	FOB SRQ	861.24			1
					TOTAL INVOICE :	861.24	0.00	861.24	
166271	I	260363	09/02 09/30/02	10/30/02		95.40			1
					TOTAL INVOICE :	95.40	0.00	95.40	
164272	I	260503	09/02 09/30/02	10/30/02	DBA11021	1,817.41			1
					TOTAL INVOICE :	1,817.41	0.00	1,817.41	
164273	I	260504	09/02 09/30/02	10/30/02	FOB SRQ	1,347.88			1
					TOTAL INVOICE :	1,347.88	0.00	1,347.88	
164809	I	260661	09/02 10/06/02	11/03/02	DBA11021	4,390.12			1
					TOTAL INVOICE :	4,390.12	0.00	4,390.12	
165574	I	260935	10/02 10/14/02	11/13/02	DBA11021	5,097.11			1
					TOTAL INVOICE :	5,097.11	0.00	5,097.11	



C U S T O M E R A C C O U N T S  
First      T H R O U G H      Last

TRANS#	INVOICE	CONTRACT	MONTH DATE	DUEDATE	DESCRIPTION	TOTAL DUE	RETAINAGE	CURRENT	CHECK RT
165875 I	260836		10/02	10/14/02	11/18/02 FOB SRQ	181.07			I
					TOTAL INVOICE :	181.07	0.00	181.07	
166264 I	261313		10/02	10/14/02	11/17/02 DBA11021	4,192.80			I
					TOTAL INVOICE :	4,192.80	0.00	4,192.80	
166265 I	261314		10/02	10/18/02	11/17/02 FOB SRQ	384.93			I
					TOTAL INVOICE :	384.93	0.00	384.93	
167371 I	261642		10/02	10/31/02	11/30/02 DBA11021	2,713.83			I
					TOTAL INVOICE :	2,713.83	0.00	2,713.83	
167372 I	261643		10/02	10/31/02	11/30/02 DBA11235	642.73			I
					TOTAL INVOICE :	642.73	0.00	642.73	
167373 I	261644		10/02	10/31/02	11/30/02 FOB SRQ	289.62			I
					TOTAL INVOICE :	289.62	0.00	289.62	
167563 I	261941		10/02	11/04/02	12/04/02 DBA11021	2,053.07			I
					TOTAL INVOICE :	2,053.07	0.00	2,053.07	
167684 I	261942		10/02	11/04/02	12/04/02 FOB SRQ	1,754.29			I
					TOTAL INVOICE :	1,754.29	0.00	1,754.29	
168182 I	262271		10/02	11/08/02	12/08/02 FOB SRQ	477.16			I
					TOTAL INVOICE :	477.16	0.00	477.16	
168556 I	262581		11/02	11/16/02	12/15/02 DBA11021	2,300.80			I
					TOTAL INVOICE :	2,300.80	0.00	2,300.80	
169630 I	262918		11/02	11/28/02	12/22/02 FOB SRQ	569.62			I
					TOTAL INVOICE :	569.62	0.00	569.62	
161301 R	507733 14003-301	08/02	08/28/02	09/27/02	7/17/02	473.50			I
					TOTAL INVOICE :	473.50	0.00	473.50	
					TOTAL CUSTOMER :	45,493.06	0.00	45,493.06	

\*\*\* RECEIVABLE TYPE SUMMARY \*\*\*

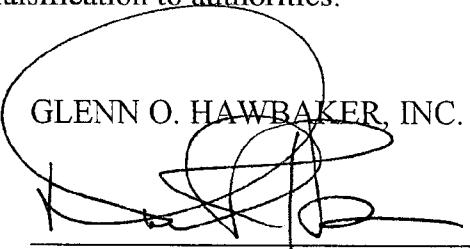
TYPE	GL ACCOUNT		
AR	1100-9939	Accounts Receivable	45,493.06
RET	1110-9989	RETAINAGE	0.00
		RECEIVABLE TYPE TOTALS :	45,493.06
		GRAND TOTAL :	45,493.06
			45,493.06

**VERIFICATION**

I verify that the statements made in the foregoing Complaint, 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.

Date: 1-09-03

GLENN O. HAWBAKER, INC.  


Daniel R. Hawbaker, President

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

GLENN O. HAWBAKER, INC. : No. 03-50-CD

Plaintiff

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING

Defendant

Type of Pleading: PRAECIPE

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

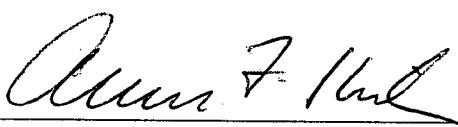
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly reissue and reinstate the Complaint in the above-captioned matter due to the  
inability of the Sheriff's Department to serve the above Defendant within 30 days of the  
filing of the Complaint.

Date: 2-13-03

  
Alan F. Kirk, Esquire  
Counsel for Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803  
814.234.2048 (Phone)  
814.234.4166 (Fax)

**FILED**

FEB 20 2003  
m/11/03  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 court to party  
1 court w/ 2 summons  
reinforced envelope

In The Court of Common Pleas of Clearfield County, Pennsylvania

GLENN O. HAWKBAKER, INC.

VS.

STONEBERG, DAVID D. ind, jointly, severally d/b/a STONEBERG PAVING

Sheriff Docket # 13536

03-50-CD

**COMPLAINT**

**SHERIFF RETURNS**

NOW FEBRUARY 26, 2003 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DAVID D. STONEBERG, ind & DAVID D. STONEBERG I/s/d/b/a STONEBERG PAVING, DEFENDANTS.

NOW MARCH 15, 2003 SERVED THE WITHIN COMPLAINT ON DAVID D. STONEBERG, I/J/A/S/D/B/A STONEBERG PAVING, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SHANNON MYERS, DAUGHTER.

**FILED** *NO CC*  
*01 8:55 AM*  
*MAY 05 2003* *EAD*

William A. Shaw  
Prothonotary

---

**Return Costs**

Cost	Description
29.97	SHERIFF HAWKINS PAID BY: ATTY CK# 3233
20.00	SURCHARGE PAID BY: ATTY
39.64	JEFFERSON CO. SHFF. PAID BY: ATTY.

---

Sworn to Before Me This

*5th* Day Of *May* 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  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

No. 03-50-CD

Personally appeared before me, Kirk Brudnock, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 15, 2003 at 11:33 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon DAVID D. STONEBERG 1/j/a/s/d/b/a STONEBERG PAVING, Defendant, at Box 189A, Galusha Rd., Brockway, Township of Snyder, County of Jefferson, State of Pennsylvania by handing to Shannon Myers, his daughter and adult person in charge at time of service, a true and attested copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 37.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 39.64
Refunded:	\$ 85.36

Sworn and subscribed

to me this 20th  
March 2003 So Answers,

My Commission Expires The  
First Monday January 2006

*Thomas A. Demko* Deputy  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

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

GLENN O. HAWBAKER, INC. : No. 03-50-CD

Plaintiff :

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING

Defendant :

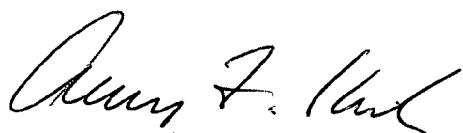
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**TO: PROTHONOTARY OF CLEARFIELD COUNTY**

Please Enter Judgment against the above-named Defendant pursuant to the enclosed  
Certificate of Judgment of Clearfield County Docket No. 03-50-CD in the principal amount of  
**\$45,493.06** together with interest and costs of suit.

By:



\_\_\_\_\_  
Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803  
Telephone: 814.234.2048

**FILED**

MAY 05 2003

William A. Shaw  
Prothonotary

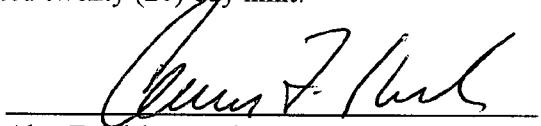
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GLENN O. HAWBAKER, INC. : No. 03-50-CD  
Plaintiff :  
vs. : Type of Pleading: PRAECIPE  
DAVID D. STONEBERG, individually, :  
jointly and severally d/b/a STONEBERG :  
PAVING :  
Defendant :  
Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

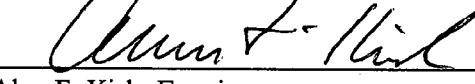
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY:

Please enter Default Judgment in the amount of **FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-THREE AND 06/100 (\$45,493.06) DOLLARS** together with interest and costs of this suit on the above captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to Defendant on **April 11, 2003**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

GLENN O. HAWBAKER, INC. : No. 03-50-CD

Plaintiff : Type of Pleading: PRAECIPE

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING

Defendant : Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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:

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, PA 16830  
Telephone: (814) 765.2641

Date: *4-11-03*

*Alan F. Kirk*  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

David D. Stoneberg, individually and jointly and severally d/b/a Stoneberg Paving-Certified Mail  
#7099 3400 0012 4564 9573 and First Class U.S. Mail, RRR

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

David D. Stoneberg, individually  
Jointly and severally, a/b/a  
Stoneberg Paving  
Box 1894, Galicia Rd.  
Brockway, PA 15834

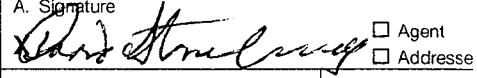
## 2. Article Number

(Transfer from service label)

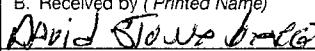
7099 3400 0012 4564 9573

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature


 Agent  
 Addressee

## B. Received by (Printed Name)



C. Date of Delivery

4-15-03

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-25

U.S. Postal Service CERTIFIED MAIL RECEIPT <small>(Domestic Mail Only, No Insurance Coverage Provided)</small>	
Article Sent To:	
<p>David D. Stoneberg, individ, jfly, serv, a/b/a Stoneberg Paving \$ .37</p>	
<p>Certified Fee \$ .30</p>	
<p>Return Receipt Fee (Endorsement Required) \$ 1.75</p>	
<p>Restricted Delivery Fee (Endorsement Required)</p>	
<p>Total Postage &amp; Fees \$ 4.48</p>	
<p>Postmark APR 11 2003</p>	
<p>Name (Please Print Clearly to be completed by Carrier) Street, City, State, Zip No. David D. Stoneberg, Main, PA, serv, a/b/a, Sta- toberg Paving, Box 1894, Galicia Rd. Brockway, PA 15834</p>	
<p>PS Form 3800, July 1999 See Reverse for Instructions</p>	

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

GLENN O. HAWBAKER, INC. : No. 03-50-CD

Plaintiff :

vs.

DAVID D. STONEBERG, individually,  
jointly and severally d/b/a STONEBERG  
PAVING

Defendant :

**TO: DAVID D. STONEBERG, individually, jointly  
and severally d/b/a STONEBERG PAVING**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 45.493,06 on May 5, 2003.

, Prothonotary

**FILED**

in BA 11:25  
MAY 05 2003

cc to attorney  
cc to D.A.  
cc to A.G.  
Notice to attorney  
DRAFT to attorney

William A. Shaw  
Prothonotary

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

16/06

Glenn O. Hawbaker, Inc.  
Plaintiff(s)

No.: 2003-00050-CD

Real Debt: \$45,493.06

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David D. Stoneberg  
Stoneberg Paving  
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: May 5, 2003

Expires: May 5, 2008

Certified from the record this 5th day of May, 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