

03-570-CD  
CHRISTOFF-MITCHELL PETROLEUM vs. JOHN C. BEIRLAIR  
et al

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

**CHRISTOFF-MITCHELL** :  
**PETROLEUM, INC.,** : No. 03-570-CB  
Plaintiff, :  
v. :  
JOHN C. BEIRLAIR and :  
JEAN K. BEIRLAIR, husband and wife, :  
t/d/b/a/ SHOTGUN EXPRESS :  
Defendants. : **COMPULSORY ARBITRATION**

**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 is 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.

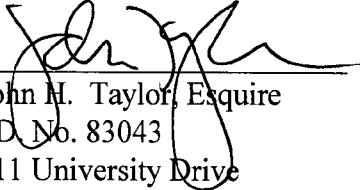
Court Administrator  
David S. Meholic  
Suite 228  
230 East Market Street  
Clearfield, PA 16830

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

Dated: April 15, 2003

**FILED**

APR 16 2003

By:   
John H. Taylor, Esquire  
I.D. No. 83043  
811 University Drive  
State College, PA 16801  
(814) 238-4926

William A. Shaw  
Prothonotary

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

**CHRISTOFF-MITCHELL** :  
**PETROLEUM, INC.,** : No. \_\_\_\_\_  
Plaintiff, :  
v. :  
JOHN C. BEIRLAIR and :  
JEAN K. BEIRLAIR, husband and wife, :  
t/d/b/a/ SHOTGUN EXPRESS :  
Defendants. : **COMPULSORY ARBITRATION**

**COMPLAINT**

AND NOW comes, Plaintiff, Christoff-Mitchell Petroleum, Inc., by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., to file the instant Complaint and in support thereof, avers as follows:

1. Plaintiff Christoff-Mitchell Petroleum, Inc. ("CMP"), a Pennsylvania business corporation, is the successor by merger dated October 21, 2002 (the "Merger") to Christoff Oil Co., Inc. ("Christoff") and Robert R. Mitchell Company, Inc. ("Mitchell"), having a mailing address of P.O. Box 669, Philipsburg, Pennsylvania 16686.
2. Defendant John C. Beirlair ("Mr. Beirlair") is an adult individual, with an address of 817 Mary Street, Houtzdale, Clearfield Pennsylvania 16651.
3. Defendant Jean K. Beirlair ("Mrs. Beirlair") is an adult individual, with an address of 817 Mary Street, Houtzdale, Clearfield Pennsylvania 16651.
4. Mr. and Mrs. Beirlair (collectively, the "Defendants") operate a trucking business under the fictitious name "Shotgun Express."

5. At Defendants' special instance and request, Plaintiff and Christoff, Plaintiff's predecessor in interest, sold and delivered to Defendants certain goods, wares and merchandise (the "Goods"), at the times, in the amounts, of the kinds, and for the prices set forth in Plaintiff's book of original entry (the "Account Book") and charged therein against Defendants. (A true and correct copy of the Account Book is attached to this Complaint as Exhibit "A" and incorporated herein by reference.)

6. Defendants received and accepted the Goods without disputing the quantity or quality of the same, nor is there any basis for doing so.

7. Plaintiff and Christoff sent monthly invoices to Defendants for the Goods, detailing the charges therefore (the "Invoices").

8. The prices set forth in the Invoices sent to Defendants by Plaintiff and Christoff were the fair, reasonable, and market prices for the Goods provided by Plaintiff and Christoff at the time they were provided to Defendants and were the prices which Defendants agreed to pay for the Goods.

9. Several of the Invoices sent to Defendants by Plaintiff and Christoff were not paid by Defendants, and accordingly, several charges documented in the Invoices remain due and owing by Defendants to Plaintiff to date.

10. A detailed account of the charges imposed on Defendants for the Goods, along with a detailed account of all payments made and credited against Defendants' indebtedness to Plaintiff and Christoff, is provided in the Account Book attached as Exhibit "A"

11. As of February 20, 2003, Defendants had an aggregate outstanding balance due

and owing on the unpaid Invoices for the Goods, including late payment penalties, in the amount of \$10,942.89, and late fees in the amount of 1.5% per month continue to accrue so long as the balance due to Plaintiff by Defendants pursuant to the Invoices remains unpaid.

12. Although demand has been made, Defendants have failed to make payment to Plaintiff in satisfaction of the outstanding balance due on the Invoices as listed in the Account Book.

#### **COUNT I – BREACH OF CONTRACT**

13. Plaintiff incorporates herein by reference the allegations of Paragraphs 1 through 12 of this Complaint as though set forth at length.

14. Christoff entered into an oral contract (the “Agreement”) with Defendants whereby Christoff provided the Goods to Defendants for agreed upon prices to be paid by Defendants.

15. Plaintiff succeeded to Christoff’s interest in the Agreement by virtue of the Merger and continued to perform the obligations originally incurred by Christoff pursuant to the Agreement.

16. Plaintiff and Christoff have fulfilled all requirements of the Agreement which were to be performed on their part, namely the provision of the Goods to Defendants.

17. Defendants have failed to fulfill the provisions of the Agreement to be performed on its part.

18. Specifically, Defendants have failed to make payment in full for the Goods

provided to Defendants by Plaintiff and/or Christoff pursuant to the Agreement.

19. The acts and/or omissions of Defendants as specified in the foregoing paragraphs 1 through 18 inclusive constitute a breach by Defendant of the Agreement between Plaintiff and Defendant.

WHEREFORE, Plaintiff, seeks judgment in its favor and against Defendants in the amount of \$10,942.89 plus all available interest, costs of this suit, and such other relief as this Honorable Court may deem to be just and equitable. The amount requested does not exceed the amount required for referral to compulsory arbitration.

**COUNT II – UNJUST ENRICHMENT / QUANTUM MERUIT**

20. Plaintiff incorporates herein by reference the allegations of Paragraphs 1 through 19 as though set forth at length.

21. Christoff entered into an oral contract (the “Agreement”) with Defendants whereby Christoff provided the Goods to Defendants for agreed upon prices to be paid by Defendants.

22. Plaintiff succeeded to Christoff’s interest in the Agreement by virtue of the Merger and continued to perform the obligations originally incurred by Christoff pursuant to the Agreement.

23. Plaintiff and Christoff have fulfilled all requirements of the Agreement which were to be performed on their part, namely the provision of the Goods to Defendants.

24. Since the time of the provision of the Goods by Plaintiff and/or Christoff, to which the Invoices referenced on the Account Book correspond, Defendants have been

and continue to be benefiting from the provision of such Goods.

25. However, Defendants have failed to make payment in full to Plaintiff at the agreed upon prices for said Goods pursuant to the parties' contract.

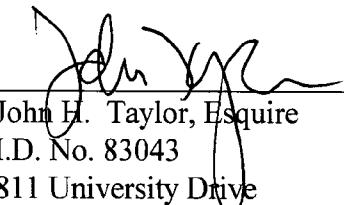
26. As a result of the aforementioned, Plaintiff has suffered a loss in the amount of \$10,942.89 and Defendants have become unjustly enriched at Plaintiff's expense in the same amount.

WHEREFORE, Plaintiff seeks judgment in its favor and against Defendants in the amount of \$10,942.89, plus all available interest, costs of this suit, and such other relief as this Honorable Court may deem just and equitable. The amount requested does not exceed the amount required for referral to compulsory arbitration.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

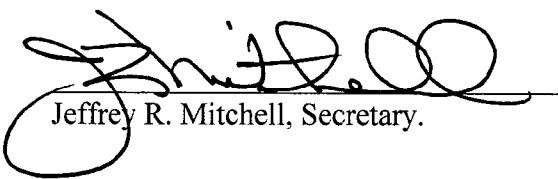
  
John H. Taylor, Esquire  
I.D. No. 83043  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Attorneys for Christoff-Mitchell  
Petroleum, Inc.

Dated: April 15, 2003.

**VERIFICATION**

Jeffrey R. Mitchell, hereby verifies that he is the Secretary of Christoff-Mitchell Petroleum, Inc., and as such, he is authorized to make this Verification on its behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of his information, knowledge and belief. This Verification is hereby made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



Jeffrey R. Mitchell, Secretary.

Dated: APRIL 14, 2003, 2003



02/20/03

## HISTORY PRINT

DATE FROM 010101 TO 030220

061658	SHOT GUN XPRESS	PERIOD 1 BALANCE	.00
	817 MARY STREET	PERIOD 2 BALANCE	.00
	HOUTZDALE PA 16651	PERIOD 3 BALANCE	.00
		PERIOD 4 BALANCE	.00
	378-5585	PERIOD 5 BALANCE	.00
		PERIOD 6 BALANCE	1577.21
		F/C BALANCE	31.57
CREDIT LIMIT	200.00	TOTAL BALANCE	1608.78

DATE	TIME	PR	GALLONS	PRICE	DOLLARS	BALANCE	TXCD	FEDERAL	SALES	STATE	FRAN	OTH TX1	OTH TX2	ODOMETER	LOC #
112102	613	6	60.80	1.59900	97.22	97.22	0014	14.84	.00	7.30	12.04	.00	.00	.0	566
112202	618	6	41.00	1.59900	65.56	162.78	0014	10.00	.00	4.92	8.12	.00	.00	.0	566
112302	642	6	45.10	1.59900	72.11	234.89	0014	11.00	.00	5.41	8.93	.00	.00	.0	566
112502	644	6	44.00	1.59900	70.36	305.25	0014	10.74	.00	5.28	8.71	.00	.00	.0	566
111902	627	6	42.10	1.59900	67.32	372.57	0014	10.27	.00	5.05	8.34	.00	.00	.0	566
112002	631	6	50.20	1.59900	80.27	452.84	0014	12.25	.00	6.02	9.94	.00	.00	.0	566
112002	1337	3	16.01	1.49900	24.00	476.84	0014	2.95	.00	1.92	2.34	.00	.00	.0	566
111632	125	3	16.01	1.53900	24.64	501.48	0000	.00	.00	.00	.00	.00	.00	.0	616
111832	634	6	76.50	1.59900	122.32	623.80	0014	18.67	.00	9.18	15.15	.00	.00	.0	566
112602	2031	3	17.97	1.49900	26.94	650.74	0014	3.31	.00	2.16	2.62	.00	.00	.0	510
112602	1135	6	106.51	1.59900	170.31	821.05	0000	.00	.00	.00	.00	.00	.00	.0	506
112902	629	6	47.00	1.59900	75.15	896.20	0014	11.47	.00	5.64	8.84	.00	.00	.0	566
112902	1557	6	86.00	1.59900	137.51	1033.71	0014	20.98	.00	10.32	16.17	.00	.00	.0	566
112902	2016	3	14.00	1.49900	20.99	1054.70	0000	.00	.00	.00	.00	.00	.00	.0	616
113002	0 49		.00	.00000	.00	1054.70	0000	.00	.00	.00	.00	.00	.00	.0	0
120302	1305	3	10.01	1.49900	15.00	1069.70	0014	1.84	.00	1.20	1.39	.00	.00	.0	566
120302	1558	6	100.80	1.59900	161.18	1230.88	0014	24.60	.00	12.10	18.95	.00	.00	.0	566
120602	611	6	34.00	1.61900	55.05	1285.93	0014	8.30	.00	4.08	6.73	.00	.00	.0	566
120702	1850	6	52.00	1.61900	84.19	1370.12	0014	12.69	.00	6.24	10.30	.00	.00	.0	566
121002	1236	3	17.00	1.49900	25.48	1395.60	0014	3.13	.00	2.04	2.36	.00	.00	.0	566
120902	1349	6	97.59	1.61900	158.00	1553.60	0000	.00	.00	.00	.00	.00	.00	.0	506
120602	9 3		15.75	1.49900	23.61	1577.21	0000	.00	.00	.00	.00	.00	.00	.0	616
121502	0 49		.00	.00000	.00	1577.21	0000	.00	.00	.00	.00	.00	.00	.0	0
123102	0 49		.00	.00000	.00	1577.21	0000	.00	.00	.00	.00	.00	.00	.0	0
011503	0 48		.00	.00000	7.91	1585.12	0000	.00	.00	.00	.00	.00	.00	.0	0
011503	0 49		.00	.00000	.00	1585.12	0000	.00	.00	.00	.00	.00	.00	.0	0
013203	0 48		.00	.00000	11.83	1596.95	0000	.00	.00	.00	.00	.00	.00	.0	0
013103	0 49		.00	.00000	.00	1596.95	0000	.00	.00	.00	.00	.00	.00	.0	0
021603	0 48		.00	.00000	11.83	1608.78	0000	.00	.00	.00	.00	.00	.00	.0	0
021503	0 49		.00	.00000	.00	1608.78	0000	.00	.00	.00	.00	.00	.00	.0	0

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Exhibit "A"

Date : 02/20/03 - Thur  
Time : 11:41:14

CHRISTOFF MITCHELL PETROLEUM

CUSTOMER TRANSACTION REPORT

Page : 1

Acct #	Customer Name	Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
061658	SHOT GUN XPRESS	1	12/31/01	00311650	NO LEAD GAS	13.9	1.09900	15.28		19.94
	817 MARY STREET		12/31/01	00311650	NO LEAD GAS	9.0	1.09900	9.89		29.83
	HOUTZDALE PA		12/31/01	00311650	LO SULFER STATI	90.0	1.32900	119.61		149.44
			12/31/01	00311650	LO SULFER STATI	49.6	1.32900	65.92		215.36
16651			12/31/01	00311650	LO SULFER STATI	65.1	1.32900	86.52		301.88
			12/31/01	00311650	LO SULFER STATI	80.0	1.32900	106.32		408.20
			12/31/01	00311650	LO SULFER STATI	79.8	1.27900	102.06		510.26
			12/31/01	00311650	LO SULFER STATI	67.0	1.32900	89.04		599.30
			12/31/01	00311650	NO LEAD GAS	18.0	1.09900	19.78		619.08
			12/31/01	00311650	LO SULFER STATI	52.1	1.27900	66.64		685.72
			12/31/01	00311650	330	18.0	1.09900	19.78		705.50
			12/31/01	00311650	LO SULFER STATI	39.9	1.27900	51.03		756.53
			12/31/01	00311650	LO SULFER STATI	84.6	1.27900	108.20		864.73
			12/31/01	00311650	630	.7	.00000	.90		865.63
			12/31/01	00311650	LO SULFER STATI	67.4	1.27900	86.20		951.83
			12/31/01	00311650	LO SULFER STATI	70.5	1.27900	90.17		1042.00
			12/31/01	00311650	LO SULFER STATI	69.1	1.27900	88.38		1130.38
			12/31/01	00311650	LO SULFER STATI	98.8	1.27900	126.37		1256.75
			12/31/01	00311650	NO LEAD GAS	17.0	1.09900	18.68		1275.43
			01/03/02	00312565	990	5.0	5.08000	25.40		1300.83
			01/14/02	00313097	990	55.0	4.29900	236.45		1537.28
			01/22/02	00313749	SERVICE PARTS	1.0	.00000	30.00		1567.28
			01/28/02	00311650	PAYMENTS	.0	.00000		-800.00	767.28
			01/31/02	00314555	LO SULFER STATI	66.8	1.32900	88.78		856.06
			01/31/02	00314555	LO SULFER STATI	68.1	1.32900	90.50		946.56
			01/31/02	00314555	LO SULFER STATI	66.0	1.32900	87.71		1034.27
			01/31/02	00314555	NO LEAD GAS	17.5	1.09900	19.23		1053.50
			01/31/02	00314555	LO SULFER STATI	73.0	1.37900	100.67		1154.17
			01/31/02	00314555	LO SULFER STATI	75.0	1.37900	103.43		1257.60
			01/31/02	00314555	LO SULFER STATI	67.7	1.37900	93.36		1350.96
			01/31/02	00314555	LO SULFER STATI	64.0	1.37900	88.26		1439.22
			01/31/02	00314555	LO SULFER STATI	50.0	1.37900	68.95		1508.17
			01/31/02	00314555	NO LEAD GAS	14.0	1.13900	15.95		1524.12
			01/31/02	00314555	LO SULFER STATI	66.9	1.37900	92.26		1616.38
			01/31/02	00314555	LO SULFER STATI	1.6	1.37900	2.21		1618.59
			01/31/02	00314555	LO SULFER STATI	80.0	1.37900	110.32		1728.91
			01/31/02	00314555	LO SULFER STATI	2.1	1.37900	2.90		1731.81
			01/31/02	00314555	LO SULFER STATI	71.4	1.37900	98.46		1830.27
			01/31/02	00314555	LO SULFER STATI	65.0	1.37900	89.64		1919.91
			01/31/02	00314555	MID GRADE STATI	4.4	1.19900	5.28		1925.19
			01/31/02	00314555	LO SULFER STATI	19.0	1.37900	26.20		1951.39
			01/31/02	00314555	NO LEAD GAS	14.9	1.13900	16.97		1968.36
			01/31/02	00314555	LO SULFER STATI	15.2	1.29900	19.74		1988.10
			01/31/02	00314555	LO SULFER STATI	61.0	1.29900	79.24		2067.34
			01/31/02	00314555	LO SULFER STATI	49.7	1.29900	64.56		2131.90
			01/31/02	00314555	LO SULFER STATI	88.1	1.29900	114.44		2246.34
			01/31/02	00314555	NO LEAD GAS	15.4	1.13900	17.54		2263.88
			01/31/02	00314555	LO SULFER STATI	50.0	1.29900	64.95		2328.83
			01/31/02	00314555	LO SULFER STATI	94.1	1.37900	129.76		2458.59
			01/31/02	00314555	LO SULFER STATI	67.8	1.29900	88.07		2546.66
			01/31/02	00314555	LO SULFER STATI	77.1	1.29900	100.15		2646.81

Date : 02/20/03 - Thur

CHRISTOFF MITCHELL PETROLEUM

Time : 11:41:14

CUSTOMER TRANSACTION REPORT

Page : 2

Date : 02/20/03 - Thur

CHRISTOFF MITCHELL PETROLEUM  
CUSTOMER TRANSACTION REPORT

Page : 3

Acct #	Customer Name	Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
			04/30/02	FC24892	FINANCE CHARGE	1.0	.00000	54.74		4507.63
			04/30/02	00321693	LO SULFER STATI	45.0	1.45900	65.66		4573.29
			04/30/02	00321693	LO SULFER STATI	70.0	1.45900	102.13		4675.42
			04/30/02	00321693	NO LEAD GAS	16.0	1.37900	22.06		4697.48
			04/30/02	00321693	LO SULFER STATI	47.0	1.45900	68.57		4766.05
			04/30/02	00321693	NO LEAD GAS	14.0	1.37900	19.31		4785.36
			04/30/02	00321693	LO SULFER STATI	35.2	1.45900	51.36		4836.72
			04/30/02	00321693	NO LEAD GAS	16.0	1.37900	22.06		4858.78
			04/30/02	00321693	LO SULFER STATI	58.1	1.45900	84.77		4943.55
			04/30/02	00321693	LO SULFER STATI	52.0	1.45900	75.87		5019.42
			04/30/02	00321693	LO SULFER STATI	54.0	1.45900	78.79		5098.21
			04/30/02	00321693	NO LEAD GAS	15.0	1.35900	20.39		5118.60
			04/30/02	00321693	LO SULFER STATI	70.0	1.45900	102.13		5220.73
			04/30/02	00321693	NO LEAD GAS	14.5	1.35900	19.71		5240.44
			04/30/02	00321693	330	16.9	1.35900	22.97		5263.41
			04/30/02	00321693	LO SULFER STATI	55.0	1.45900	80.25		5343.66
			04/30/02	00321693	LO SULFER STATI	50.0	1.45900	72.95		5416.61
			04/30/02	00321693	LO SULFER STATI	64.0	1.45900	93.38		5509.99
			04/30/02	00321693	LO SULFER STATI	64.0	1.45900	93.38		5603.37
			04/30/02	00321693	NO LEAD GAS	16.0	1.35900	21.74		5625.11
			04/30/02	00321693	NO LEAD GAS	7.4	1.35900	10.06		5635.17
			04/30/02	00321693	LO SULFER STATI	68.0	1.45900	99.21		5734.38
			04/30/02	00321693	330	18.0	1.35900	24.46		5758.84
			04/30/02	00321693	LO SULFER STATI	56.0	1.45900	81.70		5840.54
			04/30/02	00321693	LO SULFER STATI	54.0	1.45900	78.79		5919.33
			04/30/02	00321693	LO SULFER STATI	48.0	1.45900	70.03		5989.36
			04/30/02	00321693	LO SULFER STATI	59.1	1.45900	86.23		6075.59
			04/30/02	00321693	NO LEAD GAS	17.4	1.31900	22.95		6098.54
			04/30/02	00321693	LO SULFER STATI	54.0	1.45900	78.79		6177.33
			04/30/02	00321693	NO LEAD GAS	19.0	1.31900	25.06		6202.39
			04/30/02	00321693	LO SULFER STATI	54.0	1.45900	78.79		6281.18
			04/30/02	00321693	LO SULFER STATI	65.0	1.45900	94.84		6376.02
			04/30/02	00321693	LO SULFER STATI	58.4	1.45900	85.21		6461.23
			04/30/02	00321693	330	17.0	1.29900	22.08		6483.31
			04/30/02	00321693	LO SULFER STATI	59.0	1.45900	86.08		6569.39
			04/30/02	00314555	PAYMENTS	.0	.00000		-800.00	5769.39
			05/31/02	FC25058	FINANCE CHARGE	1.0	.00000	41.49		5810.88
			05/31/02	00323638	NO LEAD GAS	14.5	1.35900	19.71		5830.59
			05/31/02	00323638	LO SULFER STATI	30.0	1.49900	44.97		5875.56
			05/31/02	00323638	LO SULFER STATI	49.0	1.49900	73.45		5949.01
			05/31/02	00323638	NO LEAD GAS	16.9	1.35900	22.97		5971.98
			05/31/02	00323638	LO SULFER STATI	69.1	1.49900	103.58		6075.56
			05/31/02	00323638	NO LEAD GAS	18.0	1.35900	24.46		6100.02
			05/31/02	00323638	LO SULFER STATI	53.0	1.49900	79.45		6179.47
			05/31/02	00323638	LO SULFER STATI	50.0	1.49900	74.95		6254.42
			05/31/02	00323638	LO SULFER STATI	49.1	1.49900	73.60		6328.02
			05/31/02	00323638	LO SULFER STATI	63.1	1.49900	94.59		6422.61
			05/31/02	00323638	NO LEAD GAS	17.0	1.35900	23.10		6445.71
			05/31/02	00323638	LO SULFER STATI	64.0	1.49900	95.94		6541.65
			05/31/02	00323638	NO LEAD GAS	11.5	1.35900	15.63		6557.28
			05/31/02	00323638	LO SULFER STATI	31.1	1.49900	46.62		6603.90

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Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
	05/31/02	00323638	LO SULFER STATI	23.5	1.49900	35.23		6639.13
	05/31/02	00323638	LO SULFER STATI	65.1	1.49900	97.58		6736.71
	05/31/02	00323638	330	17.7	1.37900	24.41		6761.12
	05/31/02	00323638	LO SULFER STATI	80.0	1.49900	119.92		6881.04
	05/31/02	00323638	NO LEAD GAS	15.9	1.37900	21.93		6902.97
	05/31/02	00323638	330	18.0	1.37900	24.82		6927.79
	05/31/02	00323638	LO SULFER STATI	92.0	1.49900	137.91		7065.70
	05/31/02	00323638	LO SULFER STATI	58.0	1.49900	86.94		7152.64
	05/31/02	00323638	LO SULFER STATI	30.1	1.49900	45.12		7197.76
	05/31/02	00323638	NO LEAD GAS	15.9	1.37900	21.93		7219.69
	05/31/02	00323638	LO SULFER STATI	49.0	1.49900	73.45		7293.14
	05/31/02	00323638	LO SULFER STATI	54.0	1.49900	80.95		7374.09
	05/31/02	00323638	330	18.0	1.37900	24.82		7398.91
	05/31/02	00323638	LO SULFER STATI	58.0	1.49900	86.94		7485.85
	05/31/02	00319757	PAYMENTS	.0	.00000		-972.94	6512.91
	05/31/02	00317300	PAYMENTS	.0	.00000		-1123.75	5389.16
	05/31/02	FC24386	PAYMENTS	.0	.00000		-39.95	5349.21
	05/31/02	FC24198	PAYMENTS	.0	.00000		-7.06	5342.15
	05/31/02	00314555	PAYMENTS	.0	.00000		-856.30	4485.85
	06/30/02	FC25239	FINANCE CHARGE	1.0	.00000	67.25		4553.10
	06/30/02	00325135	LO SULFER STATI	35.0	1.49900	52.47		4605.57
	06/30/02	00325135	NO LEAD GAS	17.0	1.44900	24.63		4630.20
	06/30/02	00325135	LO SULFER STATI	101.2	1.49900	151.70		4781.90
	06/30/02	00325135	NO LEAD GAS	19.0	1.44900	27.53		4809.43
	06/30/02	00325135	LO SULFER STATI	68.8	1.49900	103.13		4912.56
	06/30/02	00325135	LO SULFER STATI	69.5	1.49900	104.18		5016.74
	06/30/02	00325135	330	18.0	1.44900	26.08		5042.82
	06/30/02	00325135	LO SULFER STATI	69.3	1.49900	103.88		5146.70
	06/30/02	00325135	LO SULFER STATI	40.5	1.49900	60.71		5207.41
	06/30/02	00325135	LO SULFER STATI	69.0	1.49900	103.43		5310.84
	06/30/02	00325135	NO LEAD GAS	15.9	1.44900	23.04		5333.88
	06/30/02	00325135	LO SULFER STATI	57.3	1.49900	85.89		5419.77
	06/30/02	00325135	LO SULFER STATI	70.0	1.49900	104.93		5524.70
	06/30/02	00325135	LO SULFER STATI	79.2	1.49900	118.72		5643.42
	06/30/02	00325135	NO LEAD GAS	9.0	1.44900	13.04		5656.46
	06/30/02	00325135	LO SULFER STATI	74.5	1.49900	111.68		5768.14
	06/30/02	00325135	NO LEAD GAS	15.0	1.33900	20.09		5788.23
	06/30/02	00325135	LO SULFER STATI	54.1	1.49900	81.10		5869.33
	06/30/02	00325135	LO SULFER STATI	66.2	1.49900	99.23		5968.56
	06/30/02	00325135	330	18.9	1.33900	25.31		5993.87
	06/30/02	00325135	LO SULFER STATI	45.0	1.49900	67.46		6061.33
	06/30/02	00325135	LO SULFER STATI	40.0	1.49900	59.96		6121.29
	06/30/02	00325135	LO SULFER STATI	39.2	1.49900	58.76		6180.05
	06/30/02	00325135	330	17.0	1.33900	22.76		6202.81
	06/30/02	00325135	LO SULFER STATI	95.4	1.49900	143.00		6345.81
	06/30/02	00325135	NO LEAD GAS	17.0	1.33900	22.76		6368.57
	06/30/02	00325135	330	17.0	1.33900	22.76		6391.33
	06/30/02	00325135	NO LEAD GAS	9.9	1.35900	13.45		6404.78
	06/30/02	00325135	LO SULFER STATI	64.0	1.49900	95.94		6500.72
	06/30/02	00325135	NO LEAD GAS	16.0	1.35900	21.74		6522.46
	06/30/02	00325135	630	98.6	1.49900	147.80		6670.26

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			07/03/02	00321693	PAYMENTS	.0	.00000		-495.94	6174.32
			07/03/02	FC24892	PAYMENTS	.0	.00000		-54.74	6119.58
			07/03/02	FC24552	PAYMENTS	.0	.00000		-42.41	6077.17
			07/03/02	00319757	PAYMENTS	.0	.00000		-506.91	5470.26
			07/29/02	00326738	990	55.0	4.29900	236.45		5706.71
			07/31/02	FC25403	FINANCE CHARGE	1.0	.00000	52.02		5758.73
			07/31/02	00326934	LO SULFER STATI	70.0	1.49900	104.93		5863.66
			07/31/02	00326934	NO LEAD GAS	16.0	1.47900	23.56		5887.32
			07/31/02	00326934	LO SULFER STATI	73.0	1.49900	109.43		5996.75
			07/31/02	00326934	LO SULFER STATI	76.8	1.49900	115.12		6111.87
			07/31/02	00326934	LO SULFER STATI	55.1	1.49900	82.59		6194.46
			07/31/02	00326934	NO LEAD GAS	15.9	1.47900	23.52		6217.98
			07/31/02	00326934	LO SULFER STATI	53.1	1.49900	79.60		6297.58
			07/31/02	00326934	LO SULFER STATI	40.7	1.49900	61.01		6358.59
			07/31/02	00326934	630	95.4	1.49900	143.00		6501.59
			07/31/02	00326934	NO LEAD GAS	15.9	1.47900	23.52		6525.11
			07/31/02	00326934	LO SULFER STATI	42.9	1.49900	64.31		6589.42
			07/31/02	00326934	LO SULFER STATI	70.9	1.49900	106.28		6695.70
			07/31/02	00326934	LO SULFER STATI	59.6	1.49900	89.34		6785.04
			07/31/02	00326934	LO SULFER STATI	37.1	1.49900	55.61		6840.65
			07/31/02	00326934	330	17.0	1.44900	24.63		6855.28
			07/31/02	00326934	LO SULFER STATI	53.6	1.49900	80.35		6945.63
			07/31/02	00326934	LO SULFER STATI	63.5	1.49900	95.19		7040.82
			07/31/02	00326934	LO SULFER STATI	86.7	1.49900	129.96		7170.78
			07/31/02	00326934	330	16.7	1.44900	24.20		7194.98
			07/31/02	00326934	LO SULFER STATI	49.5	1.49900	74.20		7269.18
			07/31/02	00326934	LO SULFER STATI	52.1	1.49900	78.10		7347.28
			07/31/02	00326934	LO SULFER STATI	76.1	1.49900	114.07		7461.35
			07/31/02	00326934	LO SULFER STATI	40.0	1.49900	59.96		7521.31
			07/31/02	00326934	330	16.9	1.44900	24.49		7545.80
			07/31/02	00326934	LO SULFER STATI	78.9	1.49900	118.27		7664.07
			07/31/02	00326934	NO LEAD GAS	8.5	1.44900	12.32		7676.39
			07/31/02	00326934	LO SULFER STATI	32.9	1.49900	49.32		7725.71
			07/31/02	00326934	NO LEAD GAS	16.0	1.44900	23.18		7748.89
			07/31/02	00326934	LO SULFER STATI	42.8	1.49900	64.16		7813.05
			07/31/02	00326934	NO LEAD GAS	14.9	1.44900	21.59		7834.64
			07/31/02	00326934	LO SULFER STATI	47.0	1.49900	70.45		7905.09
			07/31/02	00326934	LO SULFER STATI	52.7	1.49900	79.00		7984.09
			07/31/02	00323638	PAYMENTS	.0	.00000		-392.26	7591.83
			07/31/02	FC25058	PAYMENTS	.0	.00000		-41.49	7550.34
			07/31/02	00321693	PAYMENTS	.0	.00000		-1566.25	5984.09
			08/31/02	FC25535	FINANCE CHARGE	1.0	.00000	89.74		6073.83
			08/31/02	00328702	NO LEAD GAS	15.9	1.44900	23.04		6096.87
			08/31/02	00328702	LO SULFER STATI	62.0	1.49900	92.94		6189.81
			08/31/02	00328702	330	17.9	1.44900	25.94		6215.75
			08/31/02	00328702	LO SULFER STATI	59.7	1.49900	89.49		6305.24
			08/31/02	00328702	LO SULFER STATI	62.1	1.49900	93.09		6398.33
			08/31/02	00328702	LO SULFER STATI	40.1	1.49900	60.11		6458.44
			08/31/02	00328702	LO SULFER STATI	75.6	1.49900	113.32		6571.76
			08/31/02	00328702	LO SULFER STATI	80.7	1.49900	120.97		6692.73
			08/31/02	00328702	330	19.0	1.44900	27.53		6720.26

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Acct #	Customer Name	Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
			08/31/02	00328702	LO SULFER STATI	44.9	1.49900	67.31		6787.57
			08/31/02	00328702	LO SULFER STATI	70.2	1.49900	105.23		6892.80
			08/31/02	00328702	LO SULFER STATI	57.0	1.49900	85.44		6978.24
			08/31/02	00328702	330	17.5	1.47900	25.88		7004.12
			08/31/02	00328702	LO SULFER STATI	59.2	1.49900	88.74		7092.86
			08/31/02	00328702	MID GRADE STATI	9.0	1.54900	13.94		7106.80
			08/31/02	00328702	LO SULFER STATI	73.8	1.49900	110.63		7217.43
			08/31/02	00328702	330	17.0	1.47900	25.14		7242.57
			08/31/02	00328702	LO SULFER STATI	40.0	1.49900	59.96		7302.53
			08/31/02	00328702	630	85.0	1.49900	127.42		7429.95
			08/31/02	00328702	LO SULFER STATI	62.9	1.49900	94.29		7524.24
			08/31/02	00328702	LO SULFER STATI	42.6	1.49900	63.86		7588.10
			08/31/02	00328702	NO LEAD GAS	17.0	1.47900	25.14		7613.24
			08/31/02	00328702	MID GRADE STATI	10.0	1.54900	15.49		7628.73
			08/31/02	00328702	330	18.0	1.47900	26.62		7655.35
			08/31/02	00328702	LO SULFER STATI	33.0	1.49900	49.47		7704.82
			08/31/02	00328702	LO SULFER STATI	49.8	1.49900	74.65		7779.47
			08/31/02	00328702	LO SULFER STATI	45.7	1.49900	68.50		7847.97
			08/31/02	00328702	330	18.0	1.47900	26.62		7874.59
			08/31/02	00328702	LO SULFER STATI	61.0	1.49900	91.44		7966.03
			08/31/02	00328702	LO SULFER STATI	54.7	1.49900	82.00		8048.03
			08/31/02	00328702	NO LEAD GAS	15.0	1.47900	22.19		8070.22
			08/31/02	00328702	LO SULFER STATI	34.2	1.49900	51.27		8121.49
			08/31/02	00328702	LO SULFER STATI	43.3	1.49900	64.91		8186.40
			09/03/02	00325135	PAYMENTS	.0	.00000		-139.55	8046.85
			09/03/02	FC25239	PAYMENTS	.0	.00000		-67.25	7979.60
			09/03/02	00323638	PAYMENTS	.0	.00000		-1283.20	6696.40
			09/30/02	FC25659	FINANCE CHARGE	1.0	.00000	100.43		6796.83
			09/30/02	00330753	NO LEAD GAS	17.0	1.44900	24.63		6821.46
			09/30/02	00330753	NO LEAD GAS	.1	.00000	.14		6821.60
			09/30/02	00330753	LO SULFER STATI	78.7	1.49900	117.97		6939.57
			09/30/02	00330753	LO SULFER STATI	74.2	1.49900	111.23		7050.80
			09/30/02	00330753	LO SULFER STATI	89.8	1.49900	134.61		7185.41
			09/30/02	00330753	NO LEAD GAS	16.9	1.44900	24.49		7209.90
			09/30/02	00330753	LO SULFER STATI	43.7	1.49900	65.51		7275.41
			09/30/02	00330753	LO SULFER STATI	62.8	1.49900	94.14		7369.55
			09/30/02	00330753	LO SULFER STATI	65.2	1.49900	97.73		7467.28
			09/30/02	00330753	MID GRADE STATI	1.2	1.51900	1.82		7459.10
			09/30/02	00330753	NO LEAD GAS	17.0	1.44900	24.63		7493.73
			09/30/02	00330753	LO SULFER STATI	77.3	1.49900	115.87		7609.60
			09/30/02	00330753	LO SULFER STATI	39.0	1.49900	58.46		7668.06
			09/30/02	00330753	LO SULFER STATI	79.3	1.49900	118.87		7786.93
			09/30/02	00330753	LO SULFER STATI	43.0	1.49900	64.46		7851.39
			09/30/02	00330753	LO SULFER STATI	90.0	1.49900	134.91		7986.30
			09/30/02	00330753	NO LEAD GAS	14.2	1.44900	20.58		8006.88
			09/30/02	00330753	NO LEAD GAS	18.0	1.44900	26.08		8032.96
			09/30/02	00330753	630	42.0	1.49900	62.96		8095.92
			09/30/02	00330753	330	19.0	1.44900	27.53		8123.45
			09/30/02	00330753	630	48.2	1.49900	72.25		8195.70
			09/30/02	00330753	LO SULFER STATI	64.1	1.49900	96.09		8291.79
			09/30/02	00330753	LO SULFER STATI	45.0	1.49900	67.46		8359.25

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Acct #	Customer Name	Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
			09/30/02	00330753	LO SULFER STATI	56.4	1.49900	84.54		8443.79
			09/30/02	00330753	NO LEAD GAS	16.0	1.44900	23.18		8466.97
			09/30/02	00330753	LO SULFER STATI	78.2	1.49900	117.22		8584.19
			09/30/02	00330753	LO SULFER STATI	52.4	1.49900	78.55		8662.74
			09/30/02	00330753	330	17.0	1.44900	24.63		8687.37
			09/30/02	00330753	LO SULFER STATI	64.1	1.49900	96.09		8783.46
			09/30/02	00330753	LO SULFER STATI	70.3	1.49900	105.38		8888.84
			10/03/02	00325135	PAYMENTS	.0	.00000		-1000.00	7888.84
			10/31/02	FC25792	FINANCE CHARGE	1.0	.00000	118.33		8007.17
			10/31/02	00333337	LO SULFER STATI	76.1	1.57900	120.16		8127.33
			10/31/02	00333337	LO SULFER STATI	77.7	1.57900	122.69		8250.02
			10/31/02	00333337	LO SULFER STATI	76.8	1.57900	121.27		8371.29
			10/31/02	00333337	LO SULFER STATI	69.0	1.57900	108.95		8480.24
			10/31/02	00333337	NO LEAD GAS	17.0	1.46900	24.97		8505.21
			10/31/02	00333337	LO SULFER STATI	71.1	1.57900	112.27		8617.48
			10/31/02	00333337	LO SULFER STATI	42.0	1.57900	66.32		8683.80
			10/31/02	00333337	LO SULFER STATI	68.3	1.57900	107.85		8791.65
			10/31/02	00333337	330	18.0	1.46900	26.44		8818.09
			10/31/02	00333337	LO SULFER STATI	42.0	1.57900	66.32		8884.41
			10/31/02	00333337	LO SULFER STATI	88.1	1.57900	139.11		9023.52
			10/31/02	00333337	LO SULFER STATI	54.9	1.57900	86.69		9110.21
			10/31/02	00333337	NO LEAD GAS	10.0	1.46900	14.69		9124.90
			10/31/02	00333337	NO LEAD GAS	17.2	1.46900	25.27		9150.17
			10/31/02	00333337	LO SULFER STATI	47.1	1.57900	74.37		9224.54
			10/31/02	00333337	LO SULFER STATI	72.0	1.57900	113.69		9338.23
			10/31/02	00333337	330	17.5	1.46900	25.71		9363.94
			10/31/02	00333337	LO SULFER STATI	76.0	1.57900	120.00		9483.94
			10/31/02	00333337	LO SULFER STATI	86.1	1.57900	135.95		9619.89
			10/31/02	00333337	LO SULFER STATI	31.1	1.57900	49.11		9669.00
			10/31/02	00333337	330	18.0	1.44900	26.08		9695.08
			10/31/02	00333337	LO SULFER STATI	112.7	1.57900	177.95		9873.03
			10/31/02	00333337	LO SULFER STATI	59.9	1.57900	94.58		9967.61
			10/31/02	00333337	NO LEAD GAS	22.0	1.44900	31.88		9999.49
			10/31/02	00333337	LO SULFER STATI	58.8	1.57900	92.85		10092.34
			10/31/02	00333337	LO SULFER STATI	68.7	1.57900	108.48		10200.82
			10/31/02	00333337	LO SULFER STATI	83.4	1.57900	131.69		10332.51
			10/31/02	00333337	330	19.0	1.44900	27.53		10360.04
			10/31/02	00333337	LO SULFER STATI	39.2	1.57900	61.90		10421.94
			10/31/02	00333337	LO SULFER STATI	75.2	1.57900	118.74		10540.68
			10/31/02	00333337	LO SULFER STATI	78.9	1.49900	118.27		10658.95
			11/02/02	00326934	PAYMENTS	.0	.00000		-733.27	9925.68
			11/02/02	FC25403	PAYMENTS	.0	.00000		-52.02	9873.66
			11/02/02	00326738	PAYMENTS	.0	.00000		-236.45	9637.21
			11/02/02	00325135	PAYMENTS	.0	.00000		-978.26	8658.95
			11/15/02	00334724	NO LEAD GAS	14.9	1.49900	22.34		8681.29
			11/15/02	00334724	LO SULFER STATI	48.1	1.59900	76.91		8758.20
			11/15/02	00334724	LO SULFER STATI	92.2	1.59900	147.43		8905.63
			11/15/02	00334724	LO SULFER STATI	37.0	1.59900	59.16		8964.79
			11/15/02	00334724	330	17.5	1.49900	26.23		8991.02
			11/15/02	00334724	LO SULFER STATI	67.3	1.59900	107.61		9098.63
			11/15/02	00334724	LO SULFER STATI	91.5	1.59900	146.31		9244.94

Date : 02/20/03 - Thur

CHRISTOFF MITCHELL PETROLEUM

Time : 11:41:15

**CUSTOMER TRANSACTION REPORT**

Page : 8

Acct #	Customer Name	Co #	TX Date	Ticket #	TX CD	Gallons	Price	Charge	Credit	Balance
			11/15/02	00334724	LO SULFER STATI	55.0	1.59900	87.95		9332.89
			11/15/02	00334724	330	18.0	1.49900	26.98		9359.87
			11/15/02	00334724	LO SULFER STATI	38.0	1.59900	60.76		9420.63
			11/15/02	00334724	LO SULFER STATI	96.1	1.59900	153.66		9574.29
			11/15/02	00334724	NO LEAD GAS	15.9	1.49900	23.83		9598.12
			11/15/02	00334724	LO SULFER STATI	45.0	1.59900	71.96		9670.08
			11/15/02	00334724	330	18.0	1.46900	26.44		9696.52
			11/30/02	TX000185	ADMIN FEE	.0	.00000	5.00		9701.52
			11/30/02	FC061658	FINANCE CHARGE	.0	.00000	87.12		9788.64
			12/03/02	TX000047	PAYMENTS	.0	.00000		-600.00	9188.64
			12/31/02	TX000319	ADMIN FEE	.0	.00000	5.00		9193.64
			12/31/02	FC061658	FINANCE CHARGE	.0	.00000	140.47		9334.11
	SHOT GUN XPRESS					15046.2		23219.45	-13890.00	

**FILED**

APR 12 12 00

APR 16 2003

pd 85.00  
2cc to Shif  
1cc to atty

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**CHRISTOFF-MITCHELL :  
PETROLEUM, INC. : No. 03-570-CD**

FILED

MAY 28 2003

William A. Shaw  
Prothonotary

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a SHOTGUN EXPRESS

## COMPULSORY ARBITRATION

## Defendants.

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA }  
 }  
 COUNTY OF CENTRE }  
 }  
 } SS.

John H. Taylor, attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law doth deposes and says that a Notice of Praeclipe to Enter Judgment by Default was mailed by U.S. First Class Mail, at the post office in State College, Pennsylvania 16801, on May 27, 2003, to the following Defendant at the indicated address:

John C. Beirlair  
t/d/b/a Shotgun Express  
817 Mary Street  
Houtzdale, PA 16651

A copy of said Notice is attached hereto as Exhibit "A".

## McQUAIDE BLASKO

By:

John H. Taylor, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before  
me this 27<sup>th</sup> day of May, 2003.

George F. Russell

**NOTARY  
[SEAL]**

#264620

NOTARIAL SEAL  
DRENA G. RUSSLER, NOTARY PUBLIC  
STATE COLLEGE BORO., CENTRE CO.  
MY COMMISSION EXPIRES JAN. 31, 2005

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

**CHRISTOFF-MITCHELL** :  
**PETROLEUM, INC.,** :  
Plaintiff, :

v. :

**JOHN C. BEIRLAIR and** :  
**JEAN K. BEIRLAIR, husband and wife,** :  
**t/d/b/a SHOTGUN EXPRESS** :

**No. 03-570-CD**

Defendants. :

**COMPULSORY ARBITRATION**

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: John C. Beirlair  
t/d/b/a Shotgun Express  
817 Mary Street  
Houtzdale, PA 16651

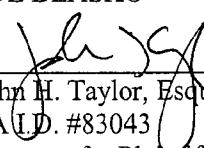
Date of Notice: May 27, 2003

**IMPORTANT NOTICE**

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

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street, Clearfield, PA 16830  
Telephone (814) 765-2641, ext. 5982

McQUAIDE BLASKO

By: 

John H. Taylor, Esquire  
PA I.D. #83043  
Attorney for Plaintiff  
811 University Drive  
State College, PA 16801  
(814) 238-4926

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**Plaintiff,** :  
v. :  
: .

**JOHN C. BEIRLAIR and :  
JEAN K. BEIRLAIR, husband and wife, :  
t/d/b/a/ SHOTGUN EXPRESS :  
Defendants. : **COMPULSORY ARBITRATION****

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF CENTRE } SS.

John H. Taylor, attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law doth deposes and says that a Notice of Praeclipe to Enter Judgment by Default was mailed by U.S. First Class Mail, at the post office in State College, Pennsylvania 16801, on June 5, 2003, to the following Defendant at the indicated address:

Jean K. Beirlair  
t/d/b/a Shotgun Express  
101 Elm Street  
Howard, PA 16841

A copy of said Notice is attached hereto as Exhibit "A".

## McQUAIDE BLASKO

By:

John H. Taylor, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before  
me this 5<sup>th</sup> day of June, 2003.

---

**NOTARY**  
**[SEAL]**

#265260.1

FILED

JUN 06 2003

William A. Shaw  
Prothegnatory

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

CHRISTOFF-MITCHELL  
PETROLEUM, INC.,

Plaintiff, :

v.

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a/ SHOTGUN EXPRESS

COMPULSORY ARBITRATION

Defendants. :

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Jean K. Beirlair  
t/d/b/a Shotgun Express  
101 Elm Street  
Howard, PA 16841

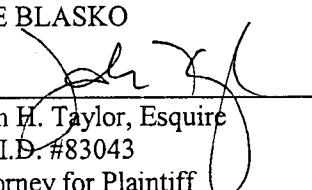
Date of Notice: June 5, 2003

**IMPORTANT NOTICE**

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CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street, Clearfield, PA 16830  
Telephone (814) 765-2641, ext. 5982

McQUAIDE BLASKO

By: 

John H. Taylor, Esquire  
PA I.D. #83043  
Attorney for Plaintiff  
811 University Drive  
State College, PA 16801  
(814) 238-4926

In The Court of Common Pleas of Clearfield County, Pennsylvania

CHRISTOFF-MITCHELL PETROLEUM, INC.

VS.

BEIRLAIR, JOHN C. & JEAN K. t/d/b/a SHOTGUN EXPRESS

COMPLAINT COMPULSORY ARBITRATION

Sheriff Docket #

13947

03-570-CD

**SHERIFF RETURNS**

NOW MAY 2, 2003 AT 2:40 PM SERVED THE WITHIN COMPLAINT COMPULSORY ARBITRATION ON JOHN C. BEIRLAIR t/d/b/a SHOTGUN EXPRESS, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN C. BEIRLAIR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT COMPULSORY ARBITRATION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

NOW MAY 2, 2003, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT COMPLUSORY ARBITRATION ON JEAN K. BEIRLAIR t/d/b/a SHOTGUN EXPRESS, DEFENDANT.

NOW MAY 15, 2003 SERVED THE WITHIN COMPLAINT COMPULSORY ARBITRATION ON JEAN BEIRLAIR t/d/b/a SHOTGUN EXPRESS, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

---

**Return Costs**

Cost	Description
111.96	SHERIFF HAWKINS PAID BY: <i>atty</i>
20.00	SURCHARGE PAID BY: ATTY Ck# 81710
39.00	CENTRE CO. SHFF. PAID BY ATTY CK# 82006

---

Sworn to Before Me This

12th Day Of June 2003

William A. Shaw

So Answers,

*Chester A. Hawkins  
by Maulay Fann*  
Chester A. Hawkins  
Sheriff

**FILED**

JUN 12 2003

William A. Shaw  
Prothonotary

# SHERIFF'S OFFICE

## CENTRE COUNTY

790

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE

### PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

*Christoff-Mitchell Petroleum Inc.*

2. Case Number

*03-570-C*

3. Defendant(s)

*Jean Beirlair*

4. Type of Writ or Complaint:

*Complaint*

SERVE

→  
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

*Jean Beirlair*

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

*101 Elm St., Howard, PA*

7. Indicate unusual service:  Reg Mail  Certified Mail  Deputize  Post  Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_ Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Jean Beirlair, on the 15 day of MAY,  
20 03, at 100 o'clock, P m., at Ritenhower Bld., PSU Campus, State College, County of Centre  
Commonwealth of Pennsylvania, in the manner described below: Conn. Park

Defendant(s) personally served.

- Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- \_\_\_\_\_ and officer of said Defendant company.
- Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant
- Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>900</u>	<u>900</u>	<u>40</u>	<u>250</u>	<u>1800</u>	<u>.50</u>	<u>—</u>	<u>39.00</u>	<u>310.00</u>

17. AFFIRMED and subscribed to before me this 20

So Answer.

20. day of May 20 03

18. Signature of Dep. Sheriff

19. Date

23.

Corinne Peters

22. Date

Notary Public  
Corinne Peters, Notary Public  
Bellefonte Boro, Centre County  
My Commission Expires Sept. 5, 2005

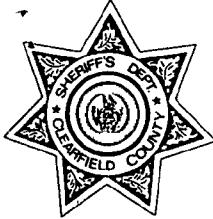
SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received



# 790

# Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

Pg. 13947

CHRISTOFF-MITCHELL PETROLEUM INC.

TERM & NO. 03-570-CD

VS

DOCUMENT TO BE SERVED:

JOHN C. BEIRLAIR t/d/b/a

COMPLAINT COMPULSORY ARBITRATION

SERVE BY: 05/16/2003

### MAKE REFUND PAYABLE TO:

*McQuaide, Blasko, Schwartz, Fleming & Faulkner Inc.*

SERVE: JEAN K. BEIRLAIR t/d/b/a SHOTGUN EXPRESS

ADDRESS: 101 ELM ST., HOWARD, PA. 16841

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 2nd Day of MAY 2003

Respectfully,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

PA 2351/MA  
PL 7/5/03

FILED

JUN 12 2003

0/255

William A. Shaw  
Prothonotary

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

<b>CHRISTOFF-MITCHELL</b>	:	
<b>PETROLEUM, INC.,</b>	:	<b>No. 03-570-CD</b>
<b>Plaintiff,</b>		
<b>v.</b>	:	
:		
<b>JOHN C. BEIRLAIR and</b>	:	
<b>JEAN K. BEIRLAIR, husband and wife,</b>	:	
<b>t/d/b/a/ SHOTGUN EXPRESS</b>	:	
:		<b>COMPULSORY ARBITRATION</b>
<b>Defendants.</b>		

**PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT**  
**AND ASSESSMENT OF DAMAGES AGAINST**  
**DEFENDANT JEAN K. BEIRLAIR**

To the Prothonotary:

Pursuant to Pa.R.C.P. 237.1, please enter judgment in favor of the above Plaintiffs and against Defendant Jean K. Beirlair for failure to appear or file an Answer within twenty (20) days from the date of service of the Complaint, and assess damages against Defendant Jean K. Beirlair in the total amount of \$10,942.89 plus all available interest and costs of suit.

**FILED**

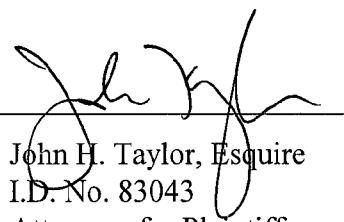
JUN 19 2003

William A. Shaw  
Prothonotary

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Praeclipe to Enter Judgment by Default, which I certify was mailed by regular mail to Jean K. Beirlair on June 5, 2003, which is at least 10 days prior to the filing of this Praeclipe.

Respectfully submitted,  
McQUAIDE BLASKO

By:



John H. Taylor, Esquire  
I.D. No. 83043  
Attorneys for Plaintiff  
811 University Drive,  
State College, PA 16801

Dated: June 17, 2003

**JUDGMENT**

AND NOW, this 19 day of June, 2003, upon praecipe for entry of judgment by default filed by the Plaintiff, judgment is hereby entered in favor of the Plaintiff and against Jean K. Beirlair for failure to appear or file an Answer, and damages are assessed in the sum of \$10,942.89 plus all available interest and costs of suit.

---

Prothonotary

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

CHRISTOFF-MITCHELL  
PETROLEUM, INC.,

No. 03-570-CD

Plaintiff,

v.

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a/ SHOTGUN EXPRESS

COMPULSORY ARBITRATION

Defendants.

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Jean K. Beirlair  
t/d/b/a Shotgun Express  
101 Elm Street  
Howard, PA 16841

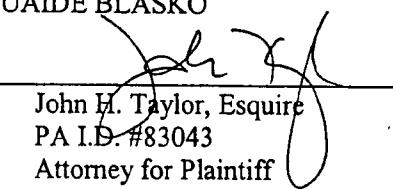
Date of Notice: June 5, 2003

**IMPORTANT NOTICE**

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COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street, Clearfield, PA 16830  
Telephone (814) 765-2641, ext. 5982

McQUAIDE BLASKO

By: 

John H. Taylor, Esquire  
PA I.D. #83043  
Attorney for Plaintiff  
811 University Drive  
State College, PA 16801  
(814) 238-4926

ED  
m 10:36 AM 2002  
JUL 10 2003

Rec'd by  
start of  
101 Elmwood Rd (2841)

William A. Shaw  
Prothonotary

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

Christoff-Mitchell Petroleum Inc.  
Plaintiff(s)

No.: 2003-00570-CD

Real Debt: \$10,942.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.00

Jean K. F. Beirlair  
Defendant(s)

Instrument: Default Judgment

Date of Entry: June 19, 2003

Expires: June 19, 2008

Certified from the record this 19th day of June, 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



# MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
Additional offices in Hershey and Hollidaysburg

(814) 238-4926 FAX (814) 234-5620  
[www.mcquaideblasko.com](http://www.mcquaideblasko.com)

June 18, 2003

## Via First Class Mail

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

**In Re: Christoff-Mitchell Petroleum, Inc. v. John C. Beirlair and Jean K. Beirlair  
t/d/b/a Shotgun Express  
No. 03-570-CD**

Dear Mr. Shaw:

I am enclosing herewith for filing in the above referenced case an original and one (1) copy of a Praeclipe for Entry of Judgment by Default and Assessment of Damages Against Defendant Jean K. Beirlair, as well as a check in the amount of \$20.00 for filing fees. I also enclose a copy of the Notice of Praeclipe to Enter Judgment by Default sent to the Defendant in connection with the above-referenced action.

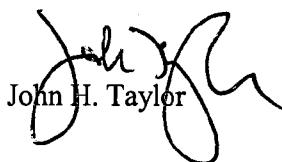
Please file the original and return a time-stamped copy of the filed document to this office in the enclosed self-addressed postage paid envelope. I have also enclosed an addressed postage paid envelope to the Defendant for service.

If you should have any questions or concerns, please feel free to contact me.

Very truly yours,

McQUAIDE BLASKO

By:



John H. Taylor

JHT:dgr  
Enclosures

cc: Heather Trimpey

::ODMA\PCDOCS\DOCSLIB2\265474\2

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

State College Office: John W. Blasko Thomas E. Schwartz R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright Paul J. Tomczuk Janine C. Gismondi John A. Snyder April C. Simpson Allen P. Neely Pamela A. Ruest Katherine V. Oliver Katherine M. Allen Wayne L. Mowery, Jr. Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Livinia N. Jones Cristin R. Barnes  
Hershey Office: Grant H. Fleming Maureen A. Gallagher Charles Eppolito, III Michael J. Mohr Jonathan B. Stepanian  
Hollidaysburg Office: Thomas M. Reese

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

CHRISTOFF-MITCHELL :  
PETROLEUM, INC., : No. 03-570-CD  
Plaintiff, :  
v. :  
JOHN C. BEIRLAIR and :  
JEAN K. BEIRLAIR, husband and wife, :  
t/d/b/a/ SHOTGUN EXPRESS :  
Defendants. : COMPULSORY ARBITRATION

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT  
AND ASSESSMENT OF DAMAGES AGAINST  
DEFENDANT JOHN C. BEIRLAIR

To the Prothonotary:

Pursuant to Pa.R.C.P. 237.1, please enter judgment in favor of the above Plaintiffs and against Defendant John C. Beirlair for failure to appear or file an Answer within twenty (20) days from the date of service of the Complaint, and assess damages against Defendant John C. Beirlair in the total amount of \$10,942.89 plus all available interest and costs of suit.

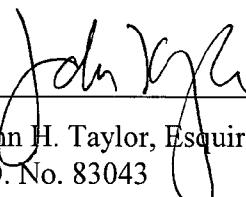
FILED

Eug  
JUN 23 2003  
M/10:40 AM '03  
William A. Shaw 20. -  
Prothonotary/Clerk of Courts  
NOTICE TO DEFENDANT  
CERTIFICATE OF SERVICE WITH STATEMENT

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Praeclipe to Enter Judgment by Default, which I certify was mailed by regular mail to John C. Beirlair on May 27, 2003, which is at least 10 days prior to the filing of this Praeclipe.

Respectfully submitted,  
McQUAIDE BLASKO

By:

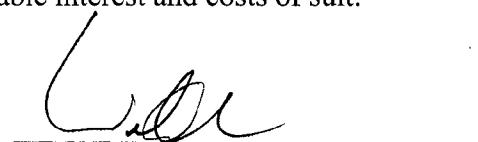


John H. Taylor, Esquire  
I.D. No. 83043  
Attorneys for Plaintiff  
811 University Drive,  
State College, PA 16801

Dated: June 9, 2003

**JUDGMENT**

AND NOW, this 23<sup>rd</sup> day of June, 2003, upon praecipe for entry of judgment by default filed by the Plaintiff, judgment is hereby entered in favor of the Plaintiff and against John C. Beirlair for failure to appear or file an Answer, and damages are assessed in the sum of \$10,942.89 plus all available interest and costs of suit.

  
\_\_\_\_\_  
Prothonotary

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

CHRISTOFF-MITCHELL  
PETROLEUM, INC.,

Plaintiff,

v.

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a/ SHOTGUN EXPRESS

No. 03-570-CD

Defendants.

COMPULSORY ARBITRATION

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: John C. Beirlair  
t/d/b/a Shotgun Express  
817 Mary Street  
Houtzdale, PA 16651

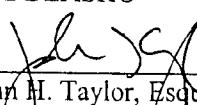
Date of Notice: May 27, 2003

**IMPORTANT NOTICE**

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

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street, Clearfield, PA 16830  
Telephone (814) 765-2641, ext. 5982

McQUAIDE BLASKO

By: 

John H. Taylor, Esquire  
PA I.D. #83043  
Attorney for Plaintiff  
811 University Drive  
State College, PA 16801  
(814) 238-4926

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

CHRISTOFF-MITCHELL  
PETROLEUM, INC.,

Plaintiff,

v.

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a/ SHOTGUN EXPRESS

No. 03-570-CD

Defendants.

COMPULSORY ARBITRATION

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT  
AND ASSESSMENT OF DAMAGES AGAINST  
DEFENDANT JOHN C. BEIRLAIR

To the Prothonotary:

Pursuant to Pa.R.C.P. 237.1, please enter judgment in favor of the above Plaintiffs and against Defendant John C. Beirlair for failure to appear or file an Answer within twenty (20) days from the date of service of the Complaint, and assess damages against Defendant John C. Beirlair in the total amount of \$10,942.89 plus all available interest and costs of suit.

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

JUN 23 2003

Attest.

*Wm. D. Ha*  
Prothonotary/  
Clerk of Courts

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

CHRISTOFF-MITCHELL  
PETROLEUM, INC., : No. 03-570-CD

v.  
Plaintiff, :

JOHN C. BEIRLAIR and  
JEAN K. BEIRLAIR, husband and wife,  
t/d/b/a/ SHOTGUN EXPRESS

Defendants. : COMPULSORY ARBITRATION

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

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817 Mary Street  
Houtzdale, PA 16651

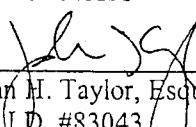
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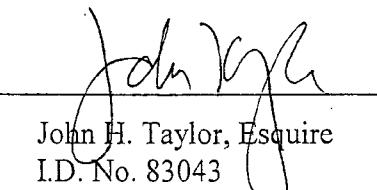
McQUAIDE BLASKO

By:   
John H. Taylor, Esquire  
PA I.D. #83043  
Attorney for Plaintiff  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Praeclipe to Enter Judgment by Default, which I certify was mailed by regular mail to John C. Beirlair on May 27, 2003, which is at least 10 days prior to the filing of this Praeclipe.

Respectfully submitted,  
McQUAIDE BLASKO

By:

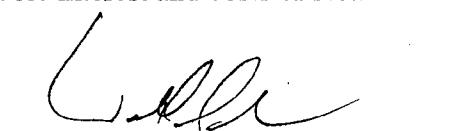
  
John H. Taylor, Esquire  
I.D. No. 83043

Attorneys for Plaintiff  
811 University Drive,  
State College, PA 16801

Dated: June 9, 2003

JUDGMENT

AND NOW, this 23 day of June, 2003, upon praecipe for entry of judgment by default filed by the Plaintiff, judgment is hereby entered in favor of the Plaintiff and against John C. Beirlair for failure to appear or file an Answer, and damages are assessed in the sum of \$10,942.89 plus all available interest and costs of suit.

  
\_\_\_\_\_  
Prothonotary

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

Christoff-Mitchell Petroleum Inc.  
Plaintiff(s)

No.: 2003-00570-CD

Real Debt: \$10942.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John C. Beirlair

Entry: \$20.00

Jean K. Beirlair

Defendant(s)

**Judgment entered against**

**John C. Beirlair**

Instrument: Default Judgment

Date of Entry: June 23, 2003

Expires: June 23, 2008

Certified from the record this June 23, 2003

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William A. Shaw, Prothonotary

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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.

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Plaintiff/Attorney