

03-1257-CD
DEROCHE TRUCK COVERS & TARPS vs. KEPHART TRUCKING CO.

DEROCHE TRUCK COVERS & TARPS INC.
Plaintiff

v.

KEPHART TRUCKING CO.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 2003-1257-C
: CIVIL DIVISION - LAW
:

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 AN 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.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
ONE NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 32**

NOTICA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECCIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
ONE NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 32**

FILED

AUG 25 2003
M/11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to Suff.

DEROCHE TRUCK COVERS & TARPS INC. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
:
v. : NO.
:
KEPHART TRUCKING CO. : CIVIL DIVISION - LAW
Defendant :
:

C O M P L A I N T

The Plaintiff, DEROCHE TRUCK COVERS & TARPS INC., by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of TWENTY-FOUR THOUSAND, FIVE HUNDRED SEVENTY-TWO (\$24,572.00) DOLLARS, along with interest thereon from February 18, 2003, upon a cause of action of which the following is a statement:

1. The Plaintiff, DEROCHE TRUCK COVERS & TARPS, INC., is a corporation organized and existing under the laws of the State of New Jersey, having its principal office and place of business at 587 CR 519, Belvidere, New Jersey 07823.

2. The Defendant, KEPHART TRUCKING CO., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at 983 Woodland-Bigler Highway, Bigler, Clearfield County, Pennsylvania 16825..

3. On the dates, in the amounts, and for the prices set forth in a true and correct copy of the Plaintiff's Invoices hereto attached, marked as Exhibit "A" and made a part hereof, Plaintiff, at the special instance and oral request of the Defendant, sold and delivered goods, wares and merchandise of the kind and description set forth on said Exhibit to the total amount of Twenty-Six Thousand, Seventy Two (\$26,072.00) Dollars.

4. The prices charged for said goods, wares and merchandise were just and reasonable, were the legal and market prices therefor and were the prices which the Defendant orally promised and agreed to pay Plaintiff therefor.

5. The Defendant paid to Plaintiff on account of the aforementioned charges certain sums of money in the amount of One Thousand, Five Hundred (\$1,500.00) Dollars as more particularly set forth on Plaintiff's Statement of Account attached hereto, marked as Exhibit "B" and made a part hereof.

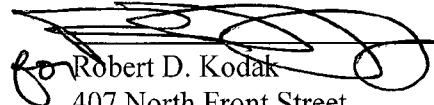
6. The balance due and owing by Defendant to Plaintiff is the sum of Twenty-Four Thousand, Five Hundred Seventy-Two (\$24,572.00) Dollars, as appears by the Statement of Account hereto attached, made a part hereof and marked as Exhibit "B".

7. Plaintiff has frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant has refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of TWENTY-FOUR THOUSAND, FIVE HUNDRED SEVENTY-TWO (\$24,752.00) DOLLARS, together with interest thereon from February 18, 2003.

Respectfully submitted,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney ID No. 18041

Attorney for Plaintiff

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519
Belvidere, New Jersey 07823

Phone 1-800-448-3805
Fax 1-908-475-2760

Kephart Trucking
P.O. Box 386
Bigler, Pa 16825
Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
10/14/02	2082	Qty-4- Hand Tarps Repaired	\$400.00
		Qty-6- New Hand Tarps	\$1,362.00
		Qty-6- New Roll Tarps	\$1,290.00
		Qty-10- Boxes of 41" bungees	\$530.00
Ordered by: John at Morgantown facility			
P.O.# 00032016			
Payment Due Date: 12/14/02			
Totals: \$3,582.00			

When sending payment, include the invoice number on the check. Thank you.

EXHIBIT

tabler®

A

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking

P.O. Box 386

Bigler, Pa 16825

Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
10/29/02	2122	Qty-6- New hand tarps	\$1,362.00
		Qty-4- Hand tarps repaired	\$400.00
		Qty-10- Boxes of 41" bungees	\$530.00
		Ordered by: John at Morgantown facility	
		P.O.# 00032233	
		Payment Due Date: 12/29/02	
		Totals:	\$2,292.00

When sending payment, include the invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking
P.O. Box 386
Bigler, Pa 16825
Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
11/14/02	2184	Qty-6- New roll tarps	\$1,290.00
		Qty-6- New hand tarps	\$1,362.00
		Qty-13- Hand tarps repaired	\$1,300.00
		Qty-10- Boxes of 41" bungees	\$530.00
		Ordered by: John at Morgantown facility	
		P.O.# J1113Y1	
		Payment Due Date: 01/14/03	
		Totals:	\$4,482.00

When sending payment, include the invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking

P.O. Box 386

Bigler, Pa 16825

Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
12/2/02	2213	Qty-8- New hand tarps	\$1,816.00
		Qty-3- Hand tarps repaired	\$300.00
		Qty-10- Boxes of 41" bungees	\$530.00
Ordered by: Lester at Morgantown facility			
P.O.# S122J			
Payment Due Date: 02/02/03			
Totals:			\$2,646.00

When sending payment, include the invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking

P.O. Box 386

Bigler, Pa 16825

Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
12/30/02	2274	Qty-6- New hand tarps	\$1,362.00
		Qty-3- Tarps repaired	\$300.00
		Qty-4- Boxes of 41" bungees	\$212.00
Ordered by: Lester at Linden, NJ facility			
P.O.# JY822			
Payment Due Date: 02/30/03			
Totals:			\$1,874.00

When sending payment, include the Invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519
Belvidere, New Jersey 07823

Phone 1-800-448-3805
Fax 1-908-475-2760

Kephart Trucking
P.O. Box 386
Bigler, Pa 16825
Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
1/15/03	2310	Qty-12- New hand tarps	\$2,724.00
		Qty-6- Hand tarps repaired	\$800.00
		Qty-10- Boxes of 41" bungees	\$530.00
Ordered by: Lester at Linden facility			
P.O.# 33190			
Payment Due Date: 3/15/03			
Totals:			\$3,854.00

When sending payment, include the invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking
P.O. Box 386
Bigler, Pa 16825
Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
1/24/03	2327	Qty-12- New Hand Tarps	\$2,724.00
		Qty-6- New Roll Tarps	\$1,290.00
		Qty-6- Boxes of 41" bungees	\$318.00
Ordered by: Lester at Linden, NJ facility			
P.O.# M008-124-03			
Payment Due Date: 3/24/03			
			Totals: \$4,332.00

When sending payment, include the invoice number on the check. Thank you.

Deroche Truck Covers & Tarps Inc.

#587 Rt. 519

Belvidere, New Jersey 07823

Phone 1-800-448-3805

Fax 1-908-475-2760

Kephart Trucking
P.O. Box 386
Bigler, Pa 16825
Attn: Accts Payable

ACCOUNT ACTIVITY

DATE	INVOICE NO.	DETAILS	CHARGES
2/18/03	2381	Qty-9- Hand Tarps Repaired	\$900.00
		Qty-6- New Hand Tarps	\$1,362.00
		Qty-2- New Roll Tarps	\$430.00
		Qty-6- Boxes of 41" bungees	\$318.00
Ordered by: Lester at Linden, NJ facility			
P.O.# M008-219-03			
Payment Due Date: 4/18/03			
Totals:			\$3,010.00

When sending payment, include the invoice number on the check. Thank you.

STATEMENT

Deroche Truck Covers & Tarps Inc.

587 Rt. 519

Belvidere, NJ 07823

Phone- 800-448-3805 Fax- 908-475-2760

Kephart Trucking

P.O. Box 86

Bigler, Pa 16825

Statement Date

5/5/03

Account Terms

Net 30

<u>Date</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Balance</u>
10-14-02	2082	\$3582.00	\$3582.00
10-29-02	2122	\$2292.00	\$5847.00
11-14-02	2164	\$4482.00	\$10356.00
12-2-02	2213	\$2646.00	\$13002.00
12-30-02	2274	\$1874.00	\$14876.00
1-15-03	2310	\$3854.00	\$18730.00
1-24-03	2327	\$4332.00	\$23062.00
2-18-03	2381	\$3010.00	\$26072.00
4-10-03	Wire transfer payment	\$1500.00	\$24572.00

against *→* invoice # 2082

Total Owed- \$24,572.00

<u>Current Acct</u>	<u>Over 30 days</u>	<u>Over 60 days</u>	<u>Over 90 days</u>
\$0	\$0	\$3010.00	\$21562.00



AUG-19-2003 16:19

WCS

P.07/07

VERIFICATIONI, Daniel C. Deroche, President

(name) (title)

of DEROCHE TRUCK COVERS & TARPS, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

DEROCHE TRUCK COVERS & TARPS, INC.

By:

Daniel C Deroche

Title:

President

Dated:

8-9-03

29762

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

FILED

AUG 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

DEROCHE TRUCK COVERS & TARPS INC.
Plaintiff

v.

KEPHART TRUCKING CO.

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2003-1257-CD

CIVIL DIVISION - LAW

**TO: PROTHONOTARY, COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

PRAECIPE FOR DEFAULT JUDGMENT

Enter judgment in favor of Plaintiff and against Defendant(s), KEPHART TRUCKING CO., named for failure to file within the required time an Answer to the Complaint in the above-captioned case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$24,572.00
Interest from July 1, 2003 at the legal rate of 6% per annum	<u>\$1,013.60</u>
Total	\$25,585.60

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. See Exhibits A & B attached.

KNUPP, KODAK & EMBLUM, P.C.

By


Robert D. Kodak, Attorney for Plaintiff

DATED: Judgment entered and damages assessed as above.

FILED

Prothonotary

OCT 29 2003

William A. Shaw
Prothonotary

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

Of Counsel
Mark A. Mateya

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

FILE COPY
Robert L. Knupp
(1909-1976)

Robert H. Maurer
(1923-1998)

September 29, 2003

KEPHART TRUCKING CO
983 WOODLAND-BIGLER HWY
BIGLER PA 16825

RE: Deroche Truck Covers & Tarps Inc.
VS: Kephart Trucking Co.
No. 03-01257-CV, Court of Common Pleas
Clearfield County, Pennsylvania
Our File No. 29762

Greetings:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecept for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

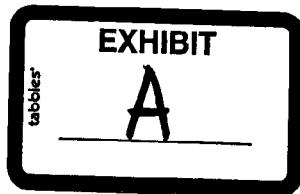
KNUPP, KODAK & IMBLUM, P.C.

Robert D. Kodak, Esq.

RDK/kqb

enclosure

cc: STEPHEN WEISS
WILLIAMS CHARLES & SCOTT LTD
POST OFFICE BOX 433
COMMACK NY 11725



FILE COPY

DEROCHE TRUCK COVERS & TARPS INC.
Plaintiff

v.

KEPHART TRUCKING CO.

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2003-01257-CD

CIVIL DIVISION - LAW

IMPORTANT NOTICE

TO: KEPHART TRUCKING CO., Defendant(s)

DATE OF NOTICE: SEPTEMBER 29, 2003

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

NOTICIA IMPORTANTE

A: MILLER POOLS AND SKIS OF SOMERSET, INC., Demandado(s)

FECHA DE NOTICIA: SEPTEMBER 18, 2003

USTED NO HA COMPLIDO CON EL AVISO ENTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDS RESPECTO A ESTE CASE. SI USTED NO ACTUA DENTRO DE DIEZ (10) DIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SEIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OSTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEGUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AYUDA LEGAC:

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830

EXHIBIT

B

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DEROCHE TRUCK COVERS & TARPS INC.
Plaintiff

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

v.

: NO. 2003- 1257-CD

KEPHART TRUCKING CO.
Defendant

: CIVIL DIVISION - LAW

To: KEPHART TRUCKING CO., DEFENDANT(S)

You are hereby notified that on October 29, 2003 the following (Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$25,585.60.

DATE: 10/29/03

Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

KEPHART TRUCKING CO.
983 WOODLAND-BIGLER HWY
BIGLER PA 16825

A/ KEPHART TRUCKING CO., Defendido/a, Defendidos/as

Por este medio se le esta notificando que el _____ de _____ del 20____, el/la siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certifico que la siguiente direccion es la del defendido/asegún indicada en el certificado de residencia:

KEPHART TRUCKING CO.
983 WOODLAND-BIGLER HWY
BIGLER PA 16825

Abogado del Demandante

FILED

M 12 6 PM Oct 20 2003
Notary Public
OCT 29 2003
S. B. H.

William A. Shaw
Prothonotary

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

Deroche Truck Covers & Tarps Inc.

Plaintiff(s)

No.: 2003-01257-CD

Real Debt: \$25,585.60

Atty's Comm: \$

Vs.

Costs: \$

Kephart Trucking Co.

Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 29, 2003

Expires: October 29, 2008

Certified from the record this 29th day of October, 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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

DEROCHE TRUCK COVERS & TARPS INC.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. _____ Term 200 _____

No. 2003-1257-CD Term 2003

Amount due _____ \$25,585.60

Interest FROM DATE OF JUDG (10/29/03)

Atty's Cmm. _____ \$1,279.28

Costs TO BE DETERMINED\$

125.00 Prothonotary costs

Plaintiff
VS

KEPHART TRUCKING CO.
983 WOODLAND BIGLER HWY
BIGLER PA 16825

Defendant(s)

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against KEPHART TRUCKING CO. Defendant (s),

(3) and against _____ Garnishee (s),

(4) and index this writ

(a) against KEPHART TRUCKING CO. Defendant (s)

and

(b) against _____ Garnishee (s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT THE ABOVE LISTED ADDRESS.

(5) Exemption has (not) been waived.

FILED

DEC 01 2003

Dated 11/25/03

William A. Shaw
Prothonotary/Clerk of Courts


Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Writ No. _____ Term 20 - _____ No. 2003-01257-CD Term 2003

DEROCHE TRUCK COVERS & TARPS
INC.

KEPHART TRUCKING CO

FILED Atty Ad. 20.00
11/9/2003 1000 AM
DEC 01 2003 1000 AM
whole contn
William A. Shaw
monetary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Robert D. Kodak
Attorney for Plaintiff(s)

Under Paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued. Paragraph (3) (above) should be completed only in a named garnishee is to be included in the writ. Paragraph (4) (a) should be completed only if it is indicating of the executive county of issuance, it is directed as authorized by Rule 3104(a). When the writ issues to another county it requires that county to accept it as of course in that county by the Prothonotary. See Rule 3104(b). Paragraph (4) (b) should be completed only if it is indicating of the name of the garnishee is attached and indicating as a lis pendens is desired. See Rule 3104(c).

NOTE

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Deroche Truck Covers & Tarps Inc.

Vs.

NO.: 2003-01257-CD

COPY

Kephart Trucking Co.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEROCHE TRUCK COVERS & TARPS INC., Plaintiff(s) from KEPHART TRUCKING CO., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Property Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$25,585.60
INTEREST from date of Judg 10/29/03
PROTH. COSTS: \$
ATTY'S COMM: \$1,279.28
DATE: 12/01/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEROCHE TRUCK COVERS & TARPS INC

VS.

KEPHART TRUCKING CO.

COMPLAINT

Sheriff Docket # 14469

03-1257-CD

SHERIFF RETURNS

NOW AUGUST 27, 2003 AT 9:30 AM SERVED THE WITHIN COMPLAINT ON KEPHART TRUCKING CO., DEFENDANT AT EMPLOYMENT, 983 WOODLAND-BIGLER HWY., BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIM KEPHART, PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING.

Return Costs

Cost	Description
24.13	SHERIFF HAWKINS PAID BY: ATTY CK# 58513
10.00	SURCHARGE PAID BY: ATTY CK# 58514

Sworn to Before Me This

216th Day Of Sept 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 Hause
Chester A. Hawkins
Sheriff

FILED
27 09/27/03
SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

DEROCHE TRUCK COVERS & TARPS, INC. : In the Court of COMMON PLEAS of
Plaintiff : CLEARFIELD County, Pennsylvania
:
v. : NO. 2003-1257-CD
:
KEPHART TRUCKING CO. : CIVIL DIVISION - LAW
Defendant :
:

PRAECLIPSE

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment as settled and satisfied in full.

TO Clearfield County
Prothonotary

Dated: January 12, 2005

Robert D. Kodak Attorney for Plaintiff
Attorney I.D. No. 18041

FILED
01/10/05 BA Pg 700
cert. to apply
JAN 18 2005

William A. Shaw
Prothonotary

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01257-CD

Deroche Truck Covers & Tarps Inc.

Debt: \$25,585.60

Vs.

Atty's Comm.:

Kephart Trucking Co.

Interest From:

Cost: \$166.13

NOW, Tuesday, January 18, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 18th day of January, A.D. 2005.

Prothonotary

FILED

CP

JAN 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

DEROCHE TRUCK COVERS & TARPS, INC.
Plaintiff

v.

KEPHART TRUCKING CO.
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 2003-1257-CD
: CIVIL ACTION - LAW

STIPULATION OF SETTLEMENT

AND NOW, this 5th day of January, 2004, comes Plaintiff,
DEROCHE TRUCK COVERS & TARPS, INC., by and through its attorneys, ROBERT D. KODAK,
ESQUIRE, KNUPP, KODAK & IMBLUM, P.C.,

and

KEPHART TRUCKING CO., Defendant, by and through its attorney, DWIGHT L. KOERBER,
JR., ESQUIRE,

and

The above-captioned matter having been amicably settled between the Plaintiff and Defendant, it is
hereby stipulated and agreed as follows:

1. Plaintiff filed its Complaint with the Office of the Prothonotary of Clearfield County,
Pennsylvania, on August 25, 2003, to the above term and number.

2. Service was properly made upon Defendant by the Sheriff of Clearfield County on August
27, 2003.

3. Subsequent thereto, default Judgment was entered in favor of Plaintiff and against Defendant, followed by the issuance of a Writ of Execution.

4. The parties entered into settlement negotiations and in settlement of this legal action, Defendant shall pay to Plaintiff the sum of Twenty-Five Thousand (\$25,000.00) Dollars (hereinafter the "Settlement Amount").

5. The Settlement Amount shall be paid as follows:

- A. The sum of Five Thousand (\$5,000.00) Dollars on or before February 15, 2004; and
- B. The like sum of Five Thousand (\$5,000.00) Dollars per month on or before the 15th day of each month until said Settlement Amount is paid in full

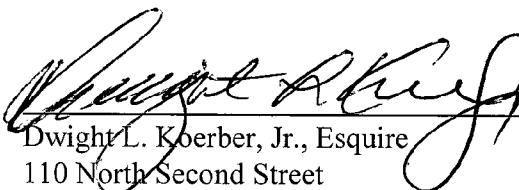
6. Said payments will be made payable to Plaintiff and delivered on or before their due dates to Plaintiff at Knupp, Kodak & Imblum, P.C., Post Office Box 11848, Harrisburg, PA 17108-1848, to the attention of Robert D. Kodak, Esquire. Each payment shall reflect the file number of 29762.

7. Upon receipt of the full Twenty-Five Thousand (\$25,000.00) Dollars settlement proceeds, Plaintiff will mark the above-captioned matter as being settled and discontinued with prejudice.

8. The parties agree that Clearfield County shall retain jurisdiction of this matter for the purposes set forth in this Stipulation of Settlement until the Defendant's payment of all sums due hereunder.

9. By executing this Stipulation of Settlement, the attorneys for the parties affirm to this Honorable Court that they have the respective authority of their clients to do so.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
110 North Second Street
Post Office Box 1320
Clearfield, PA 16830
Attorney ID No. 16332
Attorney for Defendant
814-765-9611 Fax: 814-765-9503

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
407 North Front Street
Post Office Box 11848
Harrisburg, PA 17108-1848
Attorney I.D. No. 18041
Attorney for Plaintiff
717-238-7159 Fax: 717-238-7158

Dated: 1/5/04

THIS STIPULATION OF SETTLEMENT IS HEREBY APPROVED.

BY THE COURT



Judge

FILED

JAN 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 4cc
OCT 6 2004 AMY KOESTER
JAN 06 2004 RE
William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14917
NO: 03-1257-CD

PLAINTIFF: DEROCHE TRUCK COVERS & TARPS INC.
vs.
DEFENDANT: KEPHART TRUCKING COMPANY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 12/01/2003

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/20/2005

NOT SOLD

FILED

AS APR 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED KEPHART TRUCKING COMPANY

NOW, DECEMBER 22, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO PUT THE EXECUTION ON HOLD. PAYMENT ARRANGEMENTS WERE BEING WORKED OUT.

@ SERVED

NOW, JUNE 24, 2004 RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO STAY THE SALE A SETTLEMENT HAD BEEN REACHED.

@ SERVED

NOW, APRIL 20, 2005 RETURN WRIT AS NO SALE HELD ON THE DEFENDNATS PERSONAL PROPERTY A SETTLEMENT WAS REACHED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14917
NO: 03-1257-CD

PLAINTIFF: DEROCHE TRUCK COVERS & TARPS INC.

vs.

DEFENDANT: KEPHART TRUCKING COMPANY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$24.00

SURCHARGE \$20.00 PAID BY ATTORNEY
44.00

So Answers,

Chester Hawkins
By: Gamther Butler Aufderhaf
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Deroche Truck Covers & Tarps Inc.

Vs.

NO.: 2003-01257-CD

Kephart Trucking Co.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEROCHE TRUCK COVERS & TARPS INC., Plaintiff(s) from KEPHART TRUCKING CO., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Property Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

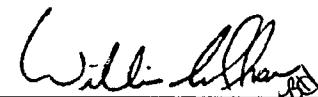
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$25,585.60
INTEREST from date of Judg 10/29/03
PROTH. COSTS: \$
ATTY'S COMM: \$1,279.28
DATE: 12/01/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 1st day
of December A.D. 2003
At 3:35 A.M./KM

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

Chester A. Staudens
Sheriff By Captain Butcher-Alpha-Delta

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME KEPHART TRUCKING COMPANY

NO. 03-1257-CD

NCW, April 19, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Kephart Trucking Company to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	9.00
MILEAGE LEVY	
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$24.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	25,585.60
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,279.28
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$27,013.88
COSTS:	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	24.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$149.00
TOTAL COSTS	\$27,013.88

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

KNUPP, KODAK & IMBLUM, P.C.

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7151
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert E. Knupp
(1909-1978)
Robert H. Maurer
(1923-1998)

December 22, 2003

FACSIMILE COVER SHEET

TOTAL PAGES: 1

TO: CINDY - CLEARFIELD COUNTY SHERIFF'S OFFICE
FAX NO.: (814) 765-5915

FROM: Kathy for Robert D. Kodak, Esquire
Facsimile No. (717) 238-7158
Telephone No. (717) 238-7159

RE: Deroche Truck Covers & Tarps Inc.
VS: Kephart Trucking Co.
OUR FILE NO: 29762
YOUR NO: 2003-1257-CD, WRIT OF EXECUTION

MESSAGE:

PER OUR TELEPHONE CONVERSATION TODAY, PLEASE PUT THE ABOVE CAPTIONED MATTER ON HOLD. DEFENDANT'S ATTORNEY HAS CONTACTED US AND OFFERED MONTHLY PAYMENTS STARTING IN FEBRUARY, 2004 IN THE AMOUNT OF \$5000.00 PER MONTH.

I WILL BE BACK IN TOUCH ONCE WE START TO RECEIVE THE FUNDS TO STAY THE WRIT IN DUE COURSE. CALL ME IF YOU HAVE ANY QUESTIONS. THANK YOU FOR YOUR FINE SERVICE.

KNUPP, KODAK & IMBLUM, P.C.

ROBERT D. KODAK, ESQ.

CC: DWIGHT L KOERBER JR ESQ
POST OFFICE BOX 1320
CLEARFIELD PA 16830

THIS FACSIMILE AND ANY DOCUMENTS ACCOMPANYING THIS TRANSMISSION CONTAIN INFORMATION FROM THE LAW OFFICES OF KNUPP & KODAK, P.C. WHICH IS CONSIDERED CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE DESIGNATED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT IF LONG DISTANCE), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE AND WE WILL REIMBURSE POSTAGE IF YOU INCLUDE A REQUEST FOR SAME. THANK YOU.

IF YOU HAVE ANY PROBLEMS RECEIVING THIS MESSAGE OR DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL THE ABOVE NUMBER.

Robert L. Knupp
 Robert D. Kodak
 Gary J. Imblum

 Of Counsel
 Mark A. Mateya

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

CAMERON MANSION
 407 NORTH FRONT STREET
 POST OFFICE BOX 11848
 HARRISBURG, PA 17108-1848
 Telephone: 717/238-7151
 Facsimile: 717/238-7158
 email: kki.law@verizon.net

Robert E. Knupp
 (1909-1976)
 Robert H. Maurer
 (1923-1998)

June 24, 2004

FACSIMILE COVER SHEET

TOTAL PAGES: One

FAX: 1-814-765-5919

TO: Cindy
 Office of the Sheriff, Clearfield County

FROM: Robert D. Kodak, Esquire
robert.kodak@verizon.net

RE: Deroche Truck Covers & Tarps, Inc.
VS: Kepart Trucking Co.
 No 2003-1257-CD, Court of Common Pleas
 Clearfield County, Pennsylvania
 No. 2002 NO 01820 02, Court of Common Pleas
 York County, Pennsylvania
 Our File No. 29762

MESSAGE:

We have received a total of \$25,000.00 on this account which we have accepted as full settlement. Please advise if we owe any further monies to your office in regard to this Writ, as we wish to Stay the Writ and have same returned to the Prothonotary.

Thank you for your attention to this matter.

cc STEPHEN WEISS
 WILLIAMS CHARLES & SCOTT LTD
 POST OFFICE BOX 433
 COMMACK NY 11725

THIS FACSIMILE AND ANY DOCUMENTS ACCOMPANYING THIS TRANSMISSION CONTAIN INFORMATION FROM THE LAW OFFICES OF KNUPP & KODAK, P.C. WHICH IS CONSIDERED CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE DESIGNATED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED.

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IF YOU HAVE ANY PROBLEMS RECEIVING THIS MESSAGE OR DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL THE ABOVE NUMBER.

FILED

APR 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts