

04-1438-CD
LEE-SIMPSON ASSOCIATES, INC. vs. DRESSLER COAL COMPANY

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

Lee-Simpson Associates, Inc.
Plaintiff(s)

No.: 2004-01438-CD

Real Debt: \$27,660.00

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Dressler Coal Company
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 5, 2004

Expires: November 5, 2009

Certified from the record this 5th day of November, 2004

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

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

Lee-Simpson Associates, Inc.
Plaintiff(s)

No.: 2004-01438-CD

FILED
OCT 06 2008
07/12/10
William A. Shaw
Prothonotary/Clerk of Courts
2 cent - 80
Attn 7.00

Real Debt: \$27,660.00

Atty's Comm: \$

Vs.

Costs: \$

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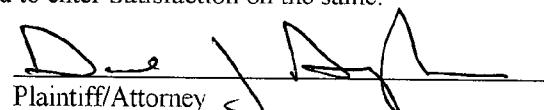
Certified from the record this 5th day of November, 2004



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on September 1, 2008 of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney

FILED
OCT 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

LEE-SIMPSON ASSOCIATES, INC. :
Plaintiff :
:
vs. : No. 2004-1438 C.D.
:
DRESSLER COAL COMPANY, :
Defendant :
:

JUDGMENT NOTICE

TO: Dressler Coal Company

Notice is given that a Judgment in the above captioned matter has been entered
against you in the amount of \$27,660.00.

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

LEE-SIMPSON ASSOCIATES INC.

VS.

DRESSLER COAL COMPANY

COMPLAINT

Sheriff Docket # 16299

04-1438-CD

SHERIFF RETURNS

NOW SEPTEMBER 21, 2004 AT 3:10 PM SERVED THE WITHIN COMPLAINT ON DRESSLER COAL COMPANY, DEFENDANT AT EMPLOYMENT, RUSKIN DRIVE, RD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RUSKIN DRESSLER, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 14695
10.00	SURCHARGE PAID BY: ATTY CK# 14696

Sworn to Before Me This

29 Day Of Sept. 2004
William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED
E6K
0 3:06 08
SEP 29 2004

William A. Shaw
Prothonotary

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

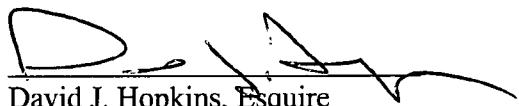
LEE-SIMPSON ASSOCIATES, INC. :
Plaintiff :
vs. : No. 2004-1438 C.D.
DRESSLER COAL COMPANY, :
Defendant :
:

PRAECIPE TO ENTER DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff, Lee-Simpson Associates, Inc. and against Defendant, Dressler Coal Company, for failure to file within the required time an answer to a Complaint which contained a Notice to Defend. Judgment should be in the amount set forth below:

Damages	\$27,532.38
Prothonotary Costs	85.00
Sheriff Fees	42.62
Total	\$27,660.00


David J. Hopkins, Esquire
Attorney for Plaintiff

FILED
01/45 3000
Notice to Def. Stat to Atty.
NOV 05 2004

WILLIAM A. COOPER
PROTHONOTARY

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

LEE-SIMPSON ASSOCIATES, INC.,
Plaintiff

vs.

DRESSLER COAL COMPANY,
Defendant

No. 2004-1438-CO

Type of Pleading: Complaint

Filed on behalf of: Lee-Simpson
Associates, Inc.

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *ky*

SEP 17 2004
01 12:05 PM
William A. Shaw
Prothonotary/Clerk of Courts

2 cent to Party

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

LEE-SIMPSON ASSOCIATES, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
DRESSLER COAL COMPANY,	:	
Defendant	:	

NOTICE

TO DEFENDANT:

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

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

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

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

LEE-SIMPSON ASSOCIATES, INC., :
Plaintiff :
vs. : No.
DRESSLER COAL COMPANY, :
Defendant :
:

COMPLAINT

NOW, comes the Plaintiff, Lee-Simpson Associates, Inc., by and through their attorneys, Hopkins Heltzel LLP, and says as follows:

COUNT I

1. Plaintiff is a Pennsylvania corporation with a principal business address at 203 West Weber Avenue, DuBois, Pennsylvania 15801.
2. Defendant Dressler Coal Company is a Pennsylvania corporation with a principal business address at P.O. Box 39, Rockton, Pennsylvania 15856.
3. Defendant requested Plaintiff to provide professional engineering services for Defendant's coal business.
4. On March 7, 2001, Plaintiff agreed to settle the account by Defendant paying Plaintiff \$22,880.09. Defendant agreed to pay said amount by making monthly installments of \$200.00 per month with interest accruing at 1% per month.
5. Since September 18, 2001, Defendant has made fourteen (14) monthly payments of \$200.00.

6. After October 15, 2003, Defendant made no further payments to Plaintiff. The amount now due and owing \$27,532.38. (See Exhibit "A".)

7. Defendant's actions constitute a breach of contract and Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$27,532.38 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT II - QUANTUM MERUIT

8. Plaintiff repeats and incorporates the allegations of Count I as if set forth at length herein.

9. Plaintiff provided professional engineering services at the request and for the benefit of Defendant.

10. Defendant has received the benefits of Plaintiff's work, the fair market value of which is \$27,532.38.

11. Defendant has failed to pay Plaintiff. Plaintiff is entitled to recovery together with accrued interest under the theory of quantum meruit.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$27,532.38 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT III - UNJUST ENRICHMENT

12. Plaintiff repeats and incorporates the allegations of Count I and Count II as if set forth at length herein.

13. Defendant has received the benefits of Plaintiff's work and has not paid Plaintiff.

14. The actions of Defendant have caused Defendant to be unjustly enriched at the expense of Plaintiff. Said unjust enrichment totals \$27,532.38.

15. Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$27,532.38 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

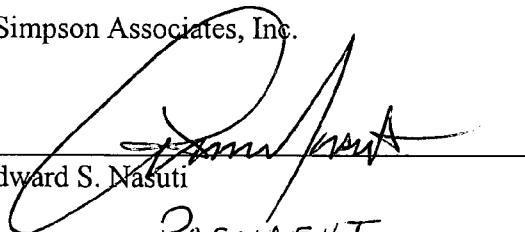
VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Lee-Simpson Associates, Inc.

By:

Edward S. Nasuti


PRESIDENT

Date: September 15, 2004

LEE SIMPSON ASS
SUMMARY DRESSLER ACCT
ACTUAL PER ACCOUNTS RECEIVABLES

DRESSLER COAL			BEVERLY HILL			TOTAL		
DATE	INVOICES	SC	INVOICES	SC	TOTAL	INVOICES	SC	PAYMNT
12/31/96	9690.80	1547.31	11238.11	13478.23	524.80	14003.03	23169.03	2072.11
1997								
CHARGES	192.28	1162.80	1355.08	3483.15	1584.59	5067.74	3675.43	2747.39
PAYMENTS	0.00	0.00	0.00	-4140.61	-2109.39	-6250.00		-6250.00
12/31/97	9883.08	2710.11	12593.19	12820.77	0.00	12820.77		
1998								
CHARGES	1013.67	835.88	1849.55	961.34	1573.01	2534.35	1975.01	2408.89
PAYMENTS	-4362.96	-3490.00	-7852.96	-194.29	-1305.71	-1500.00		-9352.96
12/31/98	6533.79	55.99	6589.78	13587.82	267.30	13855.12		
1999								
CHARGES	2563.32	294.44	2857.76	505.20	677.13	1182.33	3068.52	971.57
PAYMENTS	-1757.55	-242.45	-2000.00	0.00	0.00	0.00		-2000.00
5/31/96	7339.56	107.98	7447.54	14093.02	944.43	15037.45		
TRF ACCTS	14093.02	944.43	15037.45	-14093.02	-944.43	-15037.45		
CHARGES	2954.59	1491.60	4446.19				2954.59	1491.60
PAYMENTS	-2321.98	-1678.02	-4000.00					-4000.00
12/31/99	22065.19	865.99	22931.18					
2000								
CHARGES	26.76	2646.55	2673.31		26.76	2646.55		0.00
PAYMENTS	0.00	0.00	0.00					
12/31/00	22091.95	3512.54	25604.49					
TOTAL				25604.49	34869.34	12338.11	-21602.96	

W.R. Dressler Coal Company 08/25/04

Principal Balance 03/07/01	16,681.48
Service Charge Balance 03/07/01	6,198.61
	<u>22,880.09</u>

Additional Invoicing

11/09/01	727.92
11/09/01	1,502.26
12/31/01	1,210.38
09/20/02	310.52
	<u>3,751.08</u>

Payments received

09/26/01	200.00
11/07/01	200.00
12/27/01	200.00
02/28/02	200.00
05/03/02	200.00
06/06/02	200.00
08/07/02	200.00
08/25/02	200.00
09/25/02	200.00
12/23/02	200.00
02/10/03	200.00
03/31/03	200.00
05/30/03	200.00
10/15/03	200.00
Total Received	<u>2,800.00</u>

Service charges as of 12/31/02 9,899.82

Present Balance

Principal	17,632.56
Service charges	9,899.82
	<u>27,532.38</u>