

2004-1866-CD
CAROLYN J. PONTZER ET AL

VS
TOP OF THE LINE MOTERS, ET AL

**Carolyn Pontzer et al vs Top of the Line
2004-1866-CD**

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

CAROLYN J. PONTZER, JOHN JOSEPH)
PONTZER and LLOYD L. PONTZER,)
Plaintiffs)
)
vs.) No. 2004- 1866-CJ
)
TOP OF THE LINE MOTORS, INC., JERRY A.)
MILES, JR., and JERRY A. MILES)
Defendants)

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiffs. 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'S OFFICE
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

FILED 3cc shff
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William A. Shaw
Prothonotary/Clerk of Courts

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

CAROLYN J. PONTZER, JOHN JOSEPH)
PONTZER and LLOYD L. PONTZER,)
Plaintiffs)
)
vs.) No. 2004-
)
TOP OF THE LINE MOTORS, INC., JERRY A.)
MILES, JR., and JERRY A. MILES)
Defendants)
) TYPE OF PLEADING:
) Complaint
)
)
) FILED ON BEHALF OF:
) Plaintiffs
)
) COUNSEL OF RECORD FOR
) THIS PARTY:
)
) David D. Engle, Esquire
) I.D. No.: 55930
) 1500 South Atherton Street
) State College, PA 16801
) 814-234-8834
)
) COUNSEL OF RECORD FOR
) DEFENDANTS:
)
) None.

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

CAROLYN J. PONTZER, JOHN JOSEPH)
PONTZER and LLOYD L. PONTZER,)
Plaintiffs)
)
vs.) No. 2004-
)
TOP OF THE LINE MOTORS, INC., JERRY A.)
MILES, JR., and JERRY A. MILES)
Defendants)

COMPLAINT

1. Plaintiffs, Carolyn J. Pontzer, John Joseph Pontzer and Lloyd L. Pontzer are adult individuals having an address of 312 Ridgewood Road, Shippenville, Clarion County, Pennsylvania.
2. Defendant, Top of The Line Motors, Inc., is a Pennsylvania corporation having a business address of 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.
3. Defendant, Jerry A. Miles, Jr., is an adult individual residing at 2495 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
4. Defendant, Jerry A. Miles, is an adult individual residing at Box 132, Washington Street, Coalport, Clearfield County, Pennsylvania.
5. This action concerns the enforcement of a Promissory Note and related personal guarantees between the parties.
6. Jurisdiction is proper in Pennsylvania as the contract was executed in Pennsylvania and the cause of action arose in Pennsylvania.
7. Venue is proper in Clearfield County pursuant to Pa. R.C.P. 1006 as the Promissory Note including the two individual personal guarantees was signed in Clearfield County.
8. Defendant Top of The Line Motors, Inc. entered into a Promissory Note with the Plaintiffs pursuant to which the Plaintiffs loaned the corporate Defendant the principal sum of \$78,000.00. The Promissory Note is dated August 13, 2004. (*See Promissory Note dated August 13, 2004, which is attached hereto as Exhibit A and is hereby incorporated by reference*).
9. In said Note, the corporate Defendant promised to repay the principal loan plus interest at the annual rate of 15% in eighteen monthly installments of \$4,866.01 with the first payment being due on August 31, 2004. (*See Paragraphs 2, 3, and 4 of the Promissory Note*).

10. Paragraph 7 of the Promissory Note provides that if the corporate Defendant is more than 15 days late in making any payment, the Plaintiffs may declare the entire balance of the unpaid principal due immediately together with any accrued interest.

11. Paragraph 9 of the Promissory Note provides that if the Plaintiffs prevail in a lawsuit to collect on the Note, the corporate Defendant will pay the Plaintiffs reasonable costs and counsel fees.

12. The Promissory Note is signed by individual Defendants Jerry A. Miles, Jr., and Jerry A. Miles in their capacity as the owners of Top of The Line Motors, Inc.

13. The Promissory Note at page 5 includes a personal guarantee that has been signed individually by both of the individual Defendants.

COUNT I

PLAINTIFFS CAROLYN J. PONTZER, JOHN JOSEPH PONTZER AND LLOYD L. PONTZER VS. TOP OF THE LINE MOTORS, INC.

14. The averments of all previous paragraphs of this Complaint are hereby incorporated by reference as though set forth in full.

15. The corporate Defendant Top of the Line Motors, Inc. has failed to comply with its payment obligation pursuant to the Promissory Note and is therefore in default.

16. The outstanding balance of unpaid Promissory Note payments, including past due and accelerated amounts, that is owed by the corporate Defendant to the Plaintiffs at this time is \$76,922.96.

17. In addition, the corporate Defendant is liable to the Plaintiffs for all reasonable costs and counsel fees incurred enforcing any terms of the Agreement. (*See Paragraph 9 of the Promissory Note, Exhibit A.*)

18. The Plaintiffs have incurred and will continue to incur attorney fees and court costs related to the enforcement of the Promissory Note.

19. Top of The Line Motors, Inc. has, despite repeated demands, failed to pay the Plaintiffs the monies required by the Promissory Note and is in default.

WHEREFORE, Plaintiffs, Carolyn J. Pontzer, John Joseph Pontzer, and Lloyd L. Pontzer respectfully request that this Court enter judgment in favor of Plaintiffs and against Defendant Top of The Line Motors, Inc., in the amount of \$76,922.96, which amount exceeds the jurisdictional arbitration limit, together with costs, counsel fees and interest.

COUNT II

PLAINTIFFS CAROLYN J. PONTZER, JOHN JOSEPH PONTZER, AND LLOYD L. PONTZER VS. JERRY A. MILES, JR.

20. The averments of all previous paragraphs of this Complaint are hereby incorporated by reference as though set forth in full.

21. Jerry A. Miles, Jr. entered into a contract guaranteeing payments of any amounts owed by Top of The Line Motors, Inc. to the Plaintiffs. (*See "Personal Guarantee of a Promissory Note" at page 5 of the Promissory Note, Exhibit A.*)

22. Top of The Line Motors, Inc. is in default of its Agreement with the Plaintiffs and is obligated to the Plaintiffs as alleged in Count I of this Complaint.

23. By virtue of the personal guarantee that he signed, Defendant Jerry A. Miles., Jr. is liable for all amounts owing to the Plaintiffs by Top of The Line Motors, Inc. under the Promissory Note in question.

WHEREFORE, Plaintiffs, Carolyn J. Pontzer, John Joseph Pontzer, and Lloyd L. Pontzer respectfully request that this Court enter judgment in favor of Plaintiffs and against Defendant Jerry A. Miles, Jr., in the amount of \$76,922.96, which amount exceeds the jurisdictional arbitration limit, together with costs, counsel fees and interest.

COUNT III

PLAINTIFFS CAROLYN J. PONTZER, JOHN JOSEPH PONTZER, AND LLOYD L. PONTZER VS. JERRY A. MILES

24. The averments of all previous paragraphs of this Complaint are hereby incorporated by reference as though set forth in full.

25. Jerry A. Miles entered into a contract guaranteeing payments of any amounts owed by Top of The Line Motors, Inc. to the Plaintiffs. (*See "Personal Guarantee of a Promissory Note" at page 5 of the Promissory Note, Exhibit A.*)

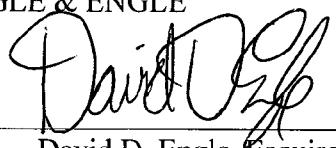
26. Top of The Line Motors, Inc. is in default of its Agreement with the Plaintiffs and is obligated to the Plaintiffs as alleged in Count I of this Complaint.

27. By virtue of the personal guarantee that he signed, Defendant Jerry A. Miles is liable for all amounts owing to the Plaintiffs by Top of The Line Motors, Inc. under the Promissory Note in question.

WHEREFORE, Plaintiffs, Carolyn J. Pontzer, John Joseph Pontzer, and Lloyd L. Pontzer respectfully request that this Court enter judgment in favor of Plaintiffs and against Defendant Jerry A. Miles, in the amount of \$76,922.96, which amount exceeds the jurisdictional arbitration limit, together with costs, counsel fees and interest.

Respectfully submitted,

ENGLE & ENGLE

BY: 

David D. Engle, Esquire

Pa. I.D. #55930

Attorney for Plaintiffs

1500 South Atherton Street

State College, PA 16801

(814) 234-8834

Dated: 11/23/04

Promissory Note

1. Names

Borrower:

Top Of The Line Motors Inc., a Pennsylvania corporation
640 South Brady Street
Du Bois, Pennsylvania 15801

Lender:

Carolyn J. Pontzer, John Joseph Pontzer, Lloyd L. Pontzer
312 Ridgewood Rd.
Shippenville, Pennsylvania 16254

2. Promise to Pay

For value received, Borrower promises to pay Lender \$78,000 and interest at the yearly rate of 15% on the unpaid balance as specified below.

3. Monthly Installments

Borrower will pay 18 monthly installments of \$4,866.01 each. Payments shall be made at Lender's address shown above.

4. Date of Installment Payments

Borrower will make an installment payment on the last day of each month beginning August 31, 2004 until the principal and interest have been paid in full.

5. Application of Payments

Payments will be applied first to interest and then to principal.

6. Prepayment

Borrower may prepay all or any part of the principal without penalty.

7. Loan Acceleration

If Borrower is more than 15 days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.

8. Security

This is an unsecured note.

9. Collection Costs

If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

10. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

11. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

12. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

13. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Pennsylvania.

14. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

15. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

16. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

17. Disputes

If a dispute arises, either party may take the matter to court.

BORROWER

Top of the Line Motors,
a Pennsylvania corporation
640 South Brady Street
Du Bois, Pennsylvania 15801

Dated: 8-13-04

By: Jerry A. Miles Jr.
Jerry A. Miles Jr.
President

Dated: 8-13-04

By: Jerry A. Miles
Jerry A. Miles
Vice President

Witness

Dated: 8-13-04

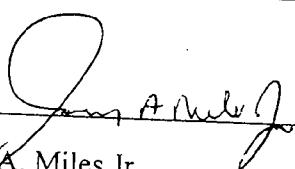
By: Philip R. McCall

Personal Guarantee of a Promissory Note

In consideration of Carolyn J. Pontzer, John Joseph Pontzer, Lloyd L. Pontzer lending funds to Top of the Lie Motors, we jointly and individually guarantee the timely payment of the above promissory note.

Dated: 8-13-04

By:

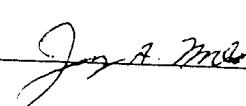

Jerry A. Miles Jr.

2495 Treasure Lake

Du Bois, Pennsylvania 15801

Dated: 8-13-04

By:


Jerry A. Miles

Box 132, Washington St.

Coalport, Pennsylvania 16627



4 Jenner St., Suite 100, Irvine, CA 92618, 949.727.1800, FAX 949.727.3268

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Fixed Rate Loan Payments



Calculate the payments and interest for a fixed rate loan, using monthly interest compounding and monthly payments. Enter the purchase price, number of monthly payments, and Interest rate, and the payment calculator computes the payment amount for you.

Purchase price: \$ 78,000.00

Down payment amount: \$ 0.00

Start date: 07-28-2004

Number of months: 18

Interest rate: 15.000 %

Compute

Payment amount: \$4,866.01

Financial Details:

Loan amount: \$78,000.00
 Payment amount: \$4,866.01
 Interest rate: 15.000%
 Interest compounding: Monthly
 Total amount financed: \$78,000.00
 Total payments: \$87,588.25
 Total finance charge: \$9,588.25

Payment schedule:

Amortization Schedule Powered by TValue ©1998-2004					
Event	Date	Payment	Interest	Principal	Balance
Loan	07-28-2004				78,000.00
1	08-28-2004	4,866.01	975.00	3,891.01	74,108.99
2	09-28-2004	4,866.01	926.36	3,939.65	70,169.34
3	10-28-2004	4,866.01	877.12	3,988.89	66,180.45
4	11-28-2004	4,866.01	827.26	4,038.75	62,141.70
5	12-28-2004	4,866.01	776.77	4,089.24	58,052.46
2004 Total		24,330.05	4,382.51	19,947.54	
6	01-28-2005	4,866.01	725.66	4,140.35	53,912.11
7	02-28-2005	4,866.01	673.90	4,192.11	49,720.30
8	03-28-2005	4,866.01	621.50	4,244.51	45,475.49
9	04-28-2005	4,866.01	568.44	4,297.57	41,177.92
10	05-28-2005	4,866.01	514.72	4,351.29	36,826.63
11	06-28-2005	4,866.01	460.33	4,405.68	32,420.95
12	07-28-2005	4,866.01	405.26	4,460.75	27,960.20
13	08-28-2005	4,866.01	349.50	4,516.51	23,443.69

14	09-28-2005	4,866.01	293.05	4,572.96	18,870.73
15	10-28-2005	4,866.01	235.88	4,630.13	14,240.60
16	11-28-2005	4,866.01	178.01	4,688.00	9,552.60
17	12-28-2005	4,866.01	119.41	4,746.60	4,806.00
2005 Total		58,392.12	5,145.66	53,246.46	
18	01-28-2006	4,866.08	60.08	4,806.00	
2006 Total		4,866.08	60.08	4,806.00	
Grand Total		87,588.25	9,588.25	78,000.00	

Presented by



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VERIFICATION

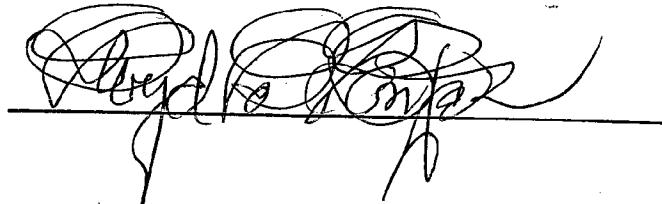
The undersigned verifies that the facts contained herein are true and correct. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Gwynn J. Parker

DATED: 11/23/04

VERIFICATION

The undersigned verifies that the facts contained herein are true and correct. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Andrew R. Conroy", is written over a horizontal line.

DATED: 11/23/04

VERIFICATION

The undersigned verifies that the facts contained herein are true and correct. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

John D. Pontzer

DATED: 11/23/04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100023
NO: 04-1866-CD
SERVICE # 1 OF 3
COMPLAINT

PLAINTIFF: CAROLYN J. PONTZER, JOHN JOSEPH PONTZER al
vs.
DEFENDANT: TOP OF THE LINE MOTORS, INC., JERRY A. MILES, JR., JERRY A. MILES

SHERIFF RETURN

NOW, November 30, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON TOP OF THE LINE MOTORS, INC. DEFENDANT AT 640 S. Brady St., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JERRY MILES, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED

JAN 20 2005 6th
013:45 PM
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100023
NO. 04-1866-CD
SERVICE # 2 OF 3
COMPLAINT

PLAINTIFF: CAROLYN J. PONTZER, JOHN JOSEPH PONTZER al
vs.
DEFENDANT: TOP OF THE LINE MOTORS, INC., JERRY A. MILES, JR., JERRY A. MILES

SHERIFF RETURN

NOW, November 30, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, JR.
DEFENDANT AT 640 S. Brady St., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JERRY
MILES JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100023
NO: 04-1866-CD
SERVICE # 3 OF 3
COMPLAINT

PLAINTIFF: CAROLYN J. PONTZER, JOHN JOSEPH PONTZER a/
vs.
DEFENDANT: TOP OF THE LINE MOTORS, INC., JERRY A. MILES, JR., JERRY A. MILES

SHERIFF RETURN

NOW, November 30, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES DEFENDANT AT 640 S. Brady St., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JERRY A. MILES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100023
NO: 04-1866-CD
SERVICES 3
COMPLAINT

PLAINTIFF: CAROLYN J. PONTZER, JOHN JOSEPH PONTZER al
vs.
DEFENDANT: TOP OF THE LINE MOTORS, INC., JERRY A. MILES, JR., JERRY A. MILES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	Carolyn Portzer	2713	30.00
SHERIFF HAWKINS	Carolyn Portzer	2712	44.62

Sworn to Before Me This

Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

F. CORTEZ BELL, III, ESQUIRE
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010
FAX: 814-765-7649
EMAIL: fbell@clearfieldco.org



HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

March 14, 2013

RE: 2004 – 1866 - CD

Carolyn J. Pontzer, John Joseph Pontzer and Lloyd Pontzer

vs.

Top of the Line Motors, Jerry Andrew Miles, Jr. and Jerry Andrew Miles, Sr.

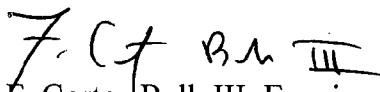
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement to Proceed must be filed on or before May 13, 2013.

If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.

Sincerely,


F. Cortez Bell, III, Esquire
Court Administrator

FILED
03/14/2013
MAR 14 2013
S 612

William A. Shaw
Prothonotary/Clerk of Courts

Jerry Andrew Miles, Sr.
PO Box 132
38 Washington St.
Coalport, PA 16627

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MAR 14 2013

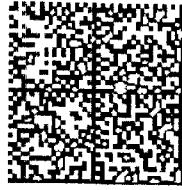
William A. Shaw
Prothonotary/Clerk of Courts

David D. Engle, Esq.
Engle & Engle, PC
432 Rolling Ridge Dr.
Suite 3B
State College, PA 16801

Jerry Andrew Miles, Jr.
1495 Treasure Lake
DuBois, PA 15801

OFFICE OF COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PA 16830

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03/14/2013
Mailed From 16830



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1495 Treasure Lake
DuBois, PA 15801

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RECEIVED MAR 25 2013

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William A. Shaw
Prothonotary/Clerk of Courts
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6/6
MAR 25 2013
LEEDS

Sincerely,

F. Cortez Bell, III, Esquire
Court Administrator

F. Cortez Bell, III

If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement to Proceed must be filed on or before May 13, 2013.

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

To All Parties and Counsel:

Top of the Line Motors, Jerry Andrew Miles, Jr. and Jerry Andrew Miles, Sr.

vs.

Carolyn J. Pontzer, John Joseph Pontzer and Lloyd Pontzer

RE: 2004-1866-CD

March 14, 2013

DISTRICT COURT ADMINISTRATOR
F. Cortez Bell, III, Esquire
Hon. Frederick J. Ammerman
Hon. Sharon S. Whipple
Hon. Paul E. Cherry
Office of the Court Administrator
Forty-Sixth Judicial District of Pennsylvania
Clearfield County Courthouse
230 East Market Street, Suite 228
Fax: 814-765-7649
Phone: 814-765-2641 x 5010
Email: fbell@clearfieldco.org



DISTRICT COURT ADMINISTRATOR
F. Cortez Bell, III, Esquire
Hon. Frederick J. Ammerman
Hon. Sharon S. Whipple
Hon. Paul E. Cherry
Office of the Court Administrator
Forty-Sixth Judicial District of Pennsylvania
Clearfield County Courthouse
230 East Market Street, Suite 228
Fax: 814-765-7649
Phone: 814-765-2641 x 5010
Email: fbell@clearfieldco.org

Prothonotary/Clerk of Courts
William A. Shaw

66 27.01.2013 014326m NCCC

FREDERICK J. AMERMAN
President Judge

BY THE COURT,

NOW, this 20th day of June, 2013, upon the Courts review of the record, with the Court noting from the docket there has been no activity in the case since January 20, 2005 and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 14, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The protohnotary shall code the case in Full Court as Z-1901A.

ORDER

CAROLYN J. PONTZER, JOHN JOSEPH PONTZER,
NO. 2004-1866-CD
LLOYD PONTZER
Plaintiffs
vs.
TOP OF THE LINE MOTORS, INC., JERRY ANDREW
MILES, JR., JERRY ANDREW MILES, SR.,
Defendants

CIVIL DIVISION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA