

06-44-CD  
JJ Powell, Inc. vs. Kramer

JJ Powell vs Kramer Enterprises et al  
2006-44-CD

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

J.J. POWELL, INC.,

Plaintiff

vs.

KRAMER ENTERPRISES, INC. and  
AARON M. KRAMER,  
Defendants

No. 2006- 44- CD

Type of Case:  
**CIVIL**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

Counsel for This Party:  
**Peter F. Smith, Esquire**  
Supreme Court ID #34291  
P. O. Box 130  
30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

JAN 10 2008

01/10/15/14

William A. Shaw  
Prothonotary/Clerk of Courts

3 cent to ATT

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-
	:	
vs.	:	
	:	
KRAMER ENTERPRISES, INC. and	:	
AARON M. KRAMER,	:	
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 Plaintiff. You may lose money or other rights important to you.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-
	:	
vs.	:	
	:	
KRAMER ENTERPRISES, INC. and	:	
AARON M. KRAMER,	:	
Defendants	:	

**COMPLAINT**

COMES NOW, J. J. Powell, Inc., by its attorney Peter F. Smith, who states in support of this complaint:

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.

2. The first Defendant is **KRAMER ENTERPRISES, INC.**, which is believed to be a Pennsylvania business corporation, with principal office located at 17 Loop Road, Berwick, Columbia County, Pennsylvania 18603.

3. The second Defendant is **AARON M. KRAMER**, who is an adult individual and whose last known address is 17 Loop Road, Berwick, Columbia County, Pennsylvania 18603.

4. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.

5. Commencing on or before October 31, 2003, Plaintiff permitted the Defendants to charge the purchase of diesel fuel and gasoline. The balance due was to be paid at the end of each

month. Unpaid balances accrue interest at the rate of 18% per annum.

6. Subsequently, by agreement dated March 10, 2004, the Defendants obtained a cardlock card. By using this card, the Defendants were able to purchase quantities of diesel fuel and gasoline at Plaintiff's self-service distribution sites. A true and correct copy of said agreement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

7. Balances due would be billed by Plaintiff on a monthly basis.

8. Bills were to be paid upon receipt.

9. Amounts unpaid for more than thirty (30) days accrued interest at the rate of 18% per annum.

10. Paragraph 7 of the cardlock agreement permits the Plaintiff to recover reasonable attorney fees and court costs in the event of the customer Defendant's breach.

11. Paragraph 8 of the cardlock agreement permits the Plaintiff to select the venue for legal proceedings. Hence, suit has been brought in Plaintiff's home county.

12. Defendant Aaron M. Kramer agreed to personally guaranty all balances due under the parties' agreement. His guaranty appears in the upper left-hand corner of page 2 of Plaintiff's Exhibit 1.

13. A statement of the Defendants' account with the Plaintiff commencing on October 31, 2003 and continuing until November 30, 2005 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

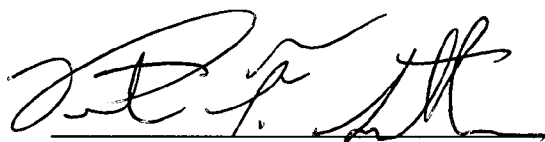
14. Written and oral demand have been made on the Defendants to pay the balance due, but they have failed to do so.

15. As of November 30, 2005, the amounts owed to Plaintiff by the Defendants for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$41,098.00
B)	Finance Charges to 11/30/05	\$ 9,637.82
C)	Finance Charges accruing at \$20.27 per day from 12/01/05 (to be added)	\$
D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$_____
	PRELIMINARY TOTAL	\$50,735.82
	FINAL TOTAL	\$_____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and, jointly and severally, against the Defendants Kramer Enterprises, Inc. and Aaron M. Kramer in the amount of \$50,735.82 together with interest accruing after November 30, 2005, reasonable attorney fees and court costs.

Respectfully submitted,

  
 \_\_\_\_\_  
 Peter F. Smith, Esquire  
 Attorney for Plaintiff

Date: January 9, 2006

## VERIFICATION

I verify that the statements made in this Complaint 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.

J. J. POWELL, INC.

Dated: 1/3/06

By: Chris Pifer Credit Manager  
Chris Pifer, Credit Manager

FIRM ADDRESS	Company Name	KRAMER Enterprises, Inc.			Telephone Number	570 752-6413	Fax Number	570 759-2526																			
	Mailing Address	17 Loop Road			City	Berwick	State	PA	Zip	18603																	
	Street Address	11			City		State		Zip																		
	Home Address				City		State		Zip																		
LEGAL STRUCTURE	Are you presently a Pacific Pride or AmeriNet Cardholder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, when did you last use your card?																										
	CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED																										
	<input type="checkbox"/> Single Entity - Not a subsidiary																										
	<input checked="" type="checkbox"/> Corporation State <u>PA</u> Federal ID # <u>75-3145454</u> How Long In Business? <u>new</u> <input type="checkbox"/> Partnership What Type of Business? <u>Hauling / etc.</u> <input type="checkbox"/> Other																										
PERSONAL	List names of partners or corporate officers <u>ARON M KRAMER President</u>																										
	If in business less than 1 year please give name, address & length of time of employment for previous employment: <u>DUCAS Enterprises 55 Williamsburg Blvd Bionburg PA 19815 5 yrs</u>																										
	Owner or Officer		ARON M KRAMER		Title		President		Spouse's Name		Pauline																
	Home Address		17 Loop Road		City		Berwick		State		PA	Zip	18603	How Long?		Own <input checked="" type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/>											
REFERENCES	Previous Address				City				State			Zip				How Long?											
	Name of nearest relative not living with you				Katie Venditti				Relationship				Grandmother				Telephone Number				7523193						
	Home Phone				Driver License Number		23257104		Social Security Number		159-66-7620		Date of Birth		042274												
	Have you ever filed Bankruptcy? When? <u>NO</u> Where?																										
REFERENCES	Bank Name & Branch				First National Bank				City		Berwick		State		PA		Zip		18603								
	Bank Officer				Lee Hess				Account Number				Telephone Number				752-3671										
	Trade Reference				Cleveland Brothers				Account Number				Telephone Number														
	Estimated Monthly Usage In Gallons				2				Person to Contact Regarding Cards				ARON M KRAMER				Telephone Number				336-6027				Extension		cell

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1 1/2 % per month (18% annually) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW.

570-336-6027



Signed

No. 1140 P. 3

Printed Name

ARON M KRAMER

Date

3/6/04

All purchases made on this account will be for commercial use.

### ADDITIONAL TERMS CARDLOCK USE

1. Purchases will be for vehicles owned and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser regardless of whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier.
7. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier.
9. All terms and conditions of this agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
10. A handling fee will be charged for all checks returned from the bank for any reason.

### PACIFIC PRIDE FUEL CARD ORDER FORM (FOR MORE CARDS, ATTACH LIST)

\_\_\_ CANADA; INTERNATIONAL CARD

PLEASE COMPLETE CARD INFORMATION AND CHECK THE PRODUCTS THE CARD IS AUTHORIZED TO PURCHASE.

UNIT DESCRIPTION	DIESEL	UNLEADED	MID-GRADE	PREMIUM	OFF-ROAD
LL4	✓		3071016	4827	
AA-1	✓	✓	3071017	1556	✓

Aging Periods: SM SEMI MONTHLY BILLING

Customer # 10931

Aging Date: 11/30/05 Aged by Trans. Date

Comments: No

Original Document						Net	Future &			
Type	Doc#	Date	Amount	Quantity	Reference	Receivable	11/30/05	11/15/05	10/31/05	10/15/05
10931	KRAMER ENTERPRISES INC.		570-752-6413	AARON KRAMER	1,000.00/Last payment		/Credit limit (B SM ) Salesperson 99			
Inv	3304	10/31/03	1,641.07	1,006.5		0.00				
Inv	3319	11/14/03	1,097.91	694.2		0.00				
Inv	3334	11/26/03	1,746.82	1,074.9		0.00				
F/C	3334	11/30/03	12.31		Finance Charge	0.00				
Pmt	46613	12/04/03	2,738.98-		6331	0.00				
Inv	3349	12/12/03	1,258.22	771.7		0.00				
Pmt	46972	12/18/03	1,759.13-		6361	0.00				
Inv	3365	12/31/03	1,549.50	920.0		0.00				
Inv	4015	01/14/04	1,541.79	885.3		0.00				
F/C	4015	01/15/04	9.44		Finance Charge	0.00				
Inv	4031	01/30/04	1,350.46	757.5		0.00				
F/C	4031	01/31/04	21.06		Finance Charge	0.00				
Inv	4046	02/13/04	1,772.84	1,009.4		0.00				
F/C	4046	02/15/04	32.62		Finance Charge	0.00				
Inv	4060	02/28/04	2,142.96	1,208.6		0.00				
Pmt	48243	02/29/04	3,000.00-		6494	0.00				
F/C	4060	02/29/04	10.12		Finance Charge	0.00				
Dis	1780	03/08/04	72.52-		6498	0.00				
Pmt	48382	03/08/04	6,616.49-		6498	0.00				
Inv	4075	03/12/04	2,067.44	1,168.9		0.00				
Inv	4091	03/31/04	2,623.32	1,482.9		0.00				
Pmt	48879	04/05/04	2,067.44-		26	0.00				
Pmt	49106	04/12/04	2,623.32-		41	0.00				
Inv	4106	04/15/04	2,216.15	1,270.2		0.00				
Pmt	49366	04/28/04	2,116.15-		67	0.00				
Adj	168	04/28/04	100.00-		GOH SUBHAULER PROMO	0.00				
Inv	4121	04/30/04	2,750.36	1,551.6		0.00				
Inv	4136	05/15/04	4,621.51	2,584.5		0.00				
Pmt	49874	05/24/04	2,750.36-		106	0.00				
Inv	4152	05/29/04	4,412.96	2,416.4		0.00				
Dis	2453	06/03/04	155.07-		118	0.00				
Pmt	50027	06/03/04	4,466.44-		118	0.00				
Inv	4167	06/15/04	6,100.53	3,365.3		0.00				
F/C	4182	06/30/04	33.10		Finance Charge	0.00				
Inv	4182	06/30/04	5,952.55	3,302.1		0.00				
F/C	4197	07/15/04	78.85		Finance Charge	0.00				
Inv	4197	07/15/04	5,527.79	3,028.7		0.00				
Pmt	51107	07/21/04	4,412.96-		258	0.00				
Inv	4213	07/30/04	5,021.69	2,737.3		0.00				
F/C	4213	07/31/04	90.40		Finance Charge	0.00				
F/C	4228	08/15/04	131.86		Finance Charge	0.00				
Inv	4228	08/15/04	7,509.03	3,926.3		0.00				
Pmt	51753	08/23/04	6,100.53-		337	0.00				
F/C	4244	08/31/04	123.77		Finance Charge	0.00				
Inv	4244	08/31/04	8,947.83	4,559.6		7,071.60				7,071.60
Pmt	52313	09/15/04	5,985.65-		403	0.00				
Inv	4259	09/15/04	7,756.73	3,946.3		7,756.73				7,756.73
F/C	4259	09/15/04	135.44		Finance Charge	135.44				135.44

Aging Periods: SM SEMI MONTHLY BILLING

Customer # 10931

Aging Date: 11/30/05 Aged by Trans. Date

Comments: No

Original Document					Net	Future &				
Type	Doc#	Date	Amount	Quantity	Reference	Receivable	11/30/05	11/15/05	10/31/05	10/15/05
10931 KRAMER ENTERPRISES INC. 570-752-6413 AARON KRAMER 1,000.00/Last payment							/Credit limit (B SM ) Salesperson 99			
Inv	4274	09/30/04	5,743.75	2,711.4		5,743.75				5,743.75
F/C	4274	09/30/04	202.55		Finance Charge	202.55				202.55
Inv	4289	10/15/04	6,707.57	2,989.2		6,707.57				6,707.57
F/C	4289	10/15/04	260.72		Finance Charge	260.72				260.72
Pmt	53065	10/20/04	5,606.64-		478	0.00				
Inv	4305	10/30/04	5,244.58	2,210.0		5,244.58				5,244.58
F/C	4305	10/31/04	262.34		Finance Charge	262.34				262.34
Inv	4320	11/15/04	5,450.56	2,457.6		5,450.56				5,450.56
F/C	4320	11/15/04	312.65		Finance Charge	312.65				312.65
Inv	4335	11/30/04	2,866.68	1,290.0		2,866.68				2,866.68
F/C	4335	11/30/04	351.98		Finance Charge	351.98				351.98
Pmt	53964	12/06/04	5,112.09-		610	0.00				
Inv	4350	12/06/04	757.08	361.9		757.08				757.08
Pmt	54203	12/13/04	7,640.89-		619	0.00				
F/C	4350	12/15/04	298.88		Finance Charge	298.88				298.88
F/C	4366	12/31/04	320.38		Finance Charge	320.38				320.38
F/C	5015	01/15/05	326.06		Finance Charge	326.06				326.06
F/C	5031	01/31/05	326.06		Finance Charge	326.06				326.06
F/C	5046	02/15/05	326.06		Finance Charge	326.06				326.06
F/C	5059	02/28/05	326.06		Finance Charge	326.06				326.06
Pmt	55710	03/02/05	1,000.00-		729	0.00				
F/C	5074	03/15/05	318.56		Finance Charge	318.56				318.56
F/C	5090	03/31/05	318.56		Finance Charge	318.56				318.56
F/C	5105	04/15/05	318.56		Finance Charge	318.56				318.56
F/C	5120	04/30/05	318.56		Finance Charge	318.56				318.56
F/C	5135	05/15/05	318.56		Finance Charge	318.56				318.56
F/C	5151	05/31/05	318.56		Finance Charge	318.56				318.56
F/C	5166	06/15/05	318.56		Finance Charge	318.56				318.56
F/C	5181	06/30/05	318.56		Finance Charge	318.56				318.56
F/C	5196	07/15/05	318.56		Finance Charge	318.56				318.56
F/C	5212	07/31/05	318.56		Finance Charge	318.56				318.56
F/C	5227	08/15/05	318.56		Finance Charge	318.56				318.56
Pmt	59558	08/26/05	1,000.00-		0936	0.00				
F/C	5243	08/31/05	311.99		Finance Charge	311.99				311.99
F/C	5258	09/15/05	311.99		Finance Charge	311.99				311.99
F/C	5273	09/30/05	311.99		Finance Charge	311.99				311.99
F/C	5288	10/15/05	311.99		Finance Charge	311.99				311.99
F/C	5304	10/31/05	311.99		Finance Charge	311.99			311.99	
F/C	5319	11/15/05	311.99		Finance Charge	311.99		311.99		
F/C	5334	11/30/05	311.99		Finance Charge	311.99	311.99			
10931 Total.....						50,735.82	311.99	311.99	311.99	49,799.85

**FILED**

**JAN 10 2006**

**William A. Shaw  
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101146  
NO: 06-44-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: KRAMER ENTERPRISES, INC. and AARON M. KRAMER

SHERIFF RETURN

---

NOW, January 10, 2006, SHERIFF OF COLUMBIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON AARON M. KRAMER.

NOW, January 13, 2006 AT 3:40 PM SERVED THE WITHIN COMPLAINT ON AARON M. KRAMER, DEFENDANT. THE RETURN OF COLUMBIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

024781  
MAR 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101146  
NO: 06-44-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: KRAMER ENTERPRISES, INC. and AARON M. KRAMER

**SHERIFF RETURN**

---

NOW, January 10, 2006, SHERIFF OF COLUMBIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON KRAMER ENTERPRISES, INC..

NOW, January 13, 2006 AT 3:40 PM SERVED THE WITHIN COMPLAINT ON KRAMER ENTERPRISES, INC., DEFENDANT. THE RETURN OF COLUMBIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101146  
NO: 06-44-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: KRAMER ENTERPRISES, INC. and AARON M. KRAMER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL	28685	20.00
SHERIFF HAWKINS	J.J.POWELL	28685	36.00
COLUMBIA CO.	J.J.POWELL	28686	50.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,


Chester A. Hawkins  
Sheriff

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

J. J. POWEL INC

Docket # 44CFW2006

VS

COMPLAINT

KRAMER ENTERPRISES INC  
AARON KRAMER

SHERIFF'S COST \$ 50.00 PAID

AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, JANUARY 13, 2006, AT 3:40 PM, SERVED THE WITHIN COMPLAINT UPON  
KRAMER ENTERPIRSES INC AT 17 LOOP ROAD, BERWICK BY HANDING TO  
PAULINE KRAMER, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND  
MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS TUESDAY, JANUARY 17, 2006

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Wendy Westover, Notary Public  
Bloomsburg, Columbia Co., PA  
My Commission Expires November 07, 2009

X

TIMOTHY T. CHAMBERLAIN  
SHERIFF

X

P. D'ANGELO  
DEPUTY SHERIFF



TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 389-5625

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

J. J. POWEL INC

Docket # 44CFW2006

VS

COMPLAINT

KRAMER ENTERPRISES INC  
AARON KRAMER

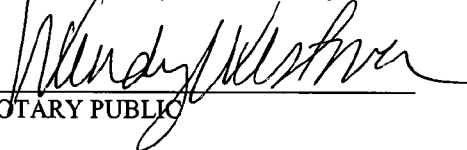
SHERIFF'S COST \$ 50.00 PAID

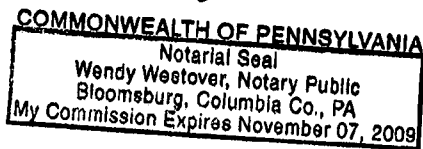
AFFIDAVIT OF SERVICE

NOW, THIS FRIDAY, JANUARY 13, 2006, AT 3:40 PM, SERVED THE WITHIN COMPLAINT UPON  
AARON KRAMER AT 17 LOOP ROAD, BERWICK BY HANDING TO PAULINE  
KRAMER, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE  
KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME  
THIS TUESDAY, JANUARY 17, 2006

  
NOTARY PUBLIC





X  
TIMOTHY T. CHAMBERLAIN  
SHERIFF

X   
P. D'ANGELO  
DEPUTY SHERIFF



**CHESTER A. HAWKINS**  
SHERIFF

# **Sheriff's Office** **Clearfield County**

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

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

**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**

PAGE 101146

J.J. POWELL, INC.

vs.

KRAMER ENTERPRISES, INC. and AARON M. KRAMER

TERM & NO. 06-44-CD

COMPLAINT

**SERVE BY: 02/09/06**

### **MAKE REFUND PAYABLE TO J.J. POWELL, INC.**

**SERVE:** KRAMER ENTERPRISES, INC.

**ADDRESS:** 17 LOOP ROAD, BERWICK, PA 18603

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF COLUMBIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 10, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
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## DEPUTATION

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PAGE 101146

J.J. POWELL, INC.

TERM & NO. 06-44-CD

COMPLAINT

vs.

KRAMER ENTERPRISES, INC. and AARON M. KRAMER

**SERVE BY: 02/09/06**

**MAKE REFUND PAYABLE TO J.J. POWELL, INC.**

**SERVE:** AARON M. KRAMER

**ADDRESS:** 17 LOOP ROAD, BERWICK, PA 18603

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF COLUMBIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 10, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

J. J. POWELL, INC.,

Plaintiff

vs.

KRAMER ENTERPRISES, INC. and

AARON M. KRAMER,

Defendants

No. 2006-44-CD

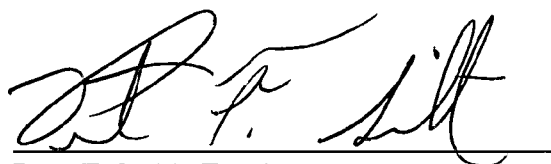
**CERTIFICATE OF ADDRESS**

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendants are:

Plaintiff: J. J. Powell, Inc.  
P. O. Box 30  
Philipsburg, PA 16866

Defendants: Aaron M. Kramer  
Kramer Enterprises, Inc.  
17 Loop Road  
Berwick, PA 18603

Date: April 5, 2006



Peter F. Smith, Esquire  
Attorney for Plaintiff  
P. O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

**FILED** *no cc*  
*8/10:30 PM*  
APR 06 2006 *CR*

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

APR 06 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

J. J. POWELL, INC.,

Plaintiff

No. 2006-44-CD

vs.

KRAMER ENTERPRISES, INC. and

AARON M. KRAMER,

Defendants

**FILED** *Any pd. 20.00*  
*01/10:30 PM* *Notice to*  
**APR 06 2006** *Def.*  
*Statement to*  
William A. Shaw *Any*  
Prothonotary/Clerk of Courts  
*GK*

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on March 17, 2006, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendants at the following address:

Aaron M. Kramer  
Kramer Enterprises, Inc.  
17 Loop Road  
Berwick, PA 18603

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$50,735.82** plus interest and costs of suit.

A)	Balance	\$41,098.00
B)	Finance Charges to 11/30/05	\$ 9,637.82
C)	Finance Charges accruing at \$20.27 per day from 12/01/05 (to be added)	\$
D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$

PRELIMINARY TOTAL \$50,735.82

Prothonotary Costs

\$ \_\_\_\_\_

FINAL TOTAL

\$ \_\_\_\_\_

Respectfully submitted:

Date: 4/5/06

A handwritten signature in black ink, appearing to read 'P.F. Smith', written over a horizontal line.

Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second Street  
Clearfield, PA 16830

(814) 765-5595

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

J. J. POWELL , INC.,

Plaintiff

vs.

KRAMER ENTERPRISES, INC. and

AARON M. KRAMER,

Defendants

No. 2006-44-CD

To: **Aaron M. Kramer**  
**Kramer Enterprises, Inc.**  
17 Loop Road  
Berwick, PA 18603

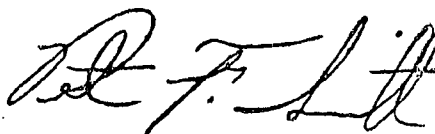
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 TO A 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.

**THIS TEN (10) DAY PERDIOD SHALL EXPIRE ON MARCH 29, 2006.**

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market and Second Streets  
Clearfield, PA 16830  
(814) 765-2641

Date: March 17, 2006



Peter F. Smith, Esquire  
Attorney for Plaintiff  
P. O. Box 130, 30 South Second St.  
Clearfield, PA 16830  
(814) 765-5595

cc: J. J. Powell, Inc.



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

CC-1

J. J. POWELL, INC.,

Plaintiff

No. 2006-44-CD

vs.

KRAMER ENTERPRISES, INC. and  
AARON M. KRAMER,

Defendants

Notice is given that a judgment has been entered of record in Clearfield County against KRAMER ENTERPRISES, INC. and AARON M. KRAMER, Defendants, and in favor of the Plaintiff in the amount of \$50,735.82, plus interest and costs.

**Prothonotary**

By William L. Hargis, Deputy

Rule of Civil Procedure No. 236

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

CC-1

J. J. Powell, Inc.  
Plaintiff(s)

No.: 2006-00044-CD

Real Debt: \$50,735.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kramer Enterprise, Inc.  
Aaron M. Kramer  
Defendant(s)

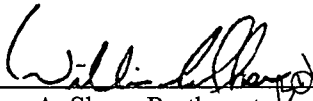
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 6, 2006

Expires: April 6, 2011

Certified from the record this 6th day of April, 2006.

  
\_\_\_\_\_  
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  
CIVIL DIVISION

J. J. POWELL, INC.,

Plaintiff

vs.

KRAMER ENTERPRISES, INC. and

AARON M. KRAMER,

Defendants

No. 2006-44-CD

**PRAECIPE**

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly prepare and certify a complete copy of the docket in this matter. A Praecipe to Transfer Judgment will be filed with the Columbia County Prothonotary against the Defendants Kramer Enterprises, Inc. and Aaron M. Kramer and in favor of J. J. Powell, Inc.

Respectfully submitted,



Date: April 17, 2006

Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street  
P. O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED** *Any pd 15.00*  
*of 1:33 PM*  
**APR 17 2006**

*2006*  
Certification  
of ~~entry~~ *entry*  
William A. Shaw  
Prothonotary/Clerk of Court *DKF Entries*  
w/ Judg. to *Any*

FILED  
APR 17 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

J. J. Powell, Inc.

Vs.

NO. 2006-00044-CD

Kramer Enterprises, Inc.  
and Aaron M. Kramer

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of J. J. Powell, Inc. and against Kramer Enterprises, Inc. and Aaron M. Kramer on April 6, 2006, in the amount of \$50,735.82.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 17th day of April, A.D., 2006.

William A. Shaw  
Prothonotary

BY:   
Deputy

Date: 04/17/2006

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 01:47 PM

ROA Report

Page 1 of 1

Case: 2006-00044-CD

Current Judge: No Judge

J. J. Powell, Inc. vs. Kramer Enterprises, Inc., Aaron M. Kramer

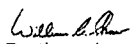
Civil Other

Date		Judge
01/10/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: J. J. Powell, Inc. (plaintiff) Receipt number: 1911994 Dated: 01/10/2006 Amount: \$85.00 (Check) 3 Cert. to Atty. Smith	No Judge
03/16/2006	Sheriff Return, January 10, 2006, Sheriff of Columbia County was deputized. January 13, 2006 at 3:40 pm served the within Complaint on Aaron M. Kramer. January 13, 2006 at 3:40 pm served the within Complaint on Kramer Enterprises Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by J.J. Powell \$56.00 Columbia Co. costs pd by J. J. Powell \$50.00	No Judge
04/06/2006	Filing: Praecipe For Entry of Default Judgment Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1913220 Dated: 04/06/2006 Amount: \$20.00 (Check) Judgment in favor of the Plaintiff and against the Defendant in the amount of \$50,735.82. filed by s/ Peter F. Smith, Esquire. Notice to Defs., Statement to Atty  Certificate of Address, Plaintiff: J.J. Powell, Inc., P.O. Box 30, Philipsburg, PA 16866 Defendant: Aaron M. Kramer, Kramer Enterprises, Inc., 17 Loop Road, Berwick, PA 18603	No Judge  No Judge
04/17/2006	Filing: Exemplified Record Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1913377 Dated: 04/17/2006 Amount: \$15.00 (Check) Certification of Docket Entries with Judgment to Attorney Peter Smith, Esq.	No Judge

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

APR 17 2006

Attest.

  
Prothonotary/  
Clerk of Courts