

06-44-CD

JJ Powell 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 : No. 2006-~~44~~-CD
vs. : Type of Case:
KRAMER ENTERPRISES, INC. and : CIVIL
AARON M. KRAMER, : Type of Pleading:
Defendants : 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
8:10:15 AM
William A. Shaw
Prothonotary/Clerk of Courts
3 CERT TO ATR

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,



Date: January 9, 2006

Peter F. Smith, Esquire
Attorney for Plaintiff

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

Date

3/10/04

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
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 #75-3145454 How Long in Business? <u>new</u> <input type="checkbox"/> Partnership <input type="checkbox"/> Other What Type of Business? <u>Hauling / Exc.</u>				
List names of partners or corporate officers AARON M KRAMER President				
If in business less than 1 year please give name, address & length of time of employment for previous employment: DUCAS Enterprises 55 W. 11th St. Bldg B Bloomsburg PA 19815 5 yrs				
Owner or Officer Aaron M Kramer		Title President	Spouse's Name Patrice	
Home Address 17 Loop Road		City Berwick	State PA	Zip 18603 How Long? <u>Own</u> <input checked="" type="checkbox"/> <u>Renting</u> <input type="checkbox"/> <u>Buying</u>
Previous Address		City	State	Zip How Long?
Name of nearest relative not living with you Katie Venditti Relationship granddaughter Telephone Number 7523153				
Home Phone 23257104	Driver License Number 23257104	Social Security Number 159-66-7620		Date of Birth 0422 74
Have you ever filed Bankruptcy? When? NO Where?				
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 ?		Person to Contact Regarding Cards Aaron M Kramer	Telephone Number 336-60077	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.**

EXHIBIT 1

MAR. 5, 2004 10:49AM JJ POWELL PHILIPSBURG
Notwithstanding that this account is established in the name of a company,
I personally guarantee payment of the account.

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

Signed

NO. 1740 P. 3

Printed Name

ANNE M KRANER

Date

3/6/04

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 or 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					
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					
F/C	4259	09/15/04	135.44		Finance Charge	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.

02:47 PM
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

So Answers,

____ Day of _____ 2006


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

VS

Docket # 44CFW2006

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

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



**Sheriff's Office
Clearfield County**

CHESTER A. HAWKINS
SHERIFF

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

TERM & NO. 06-44-CD

J.J. POWELL, INC.

COMPLAINT

vs.

KRAMER ENTERPRISES, INC. and AARON M. KRAMER

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,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



Sheriff's Office Clearfield County

CHESTER A. HAWKINS
SHERIFF

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. TERM & NO. 06-44-CD
VS. COMPLAINT

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 depelize 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,

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

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 : No. 2006-44-CD
:
vs. :
:
KRAMER ENTERPRISES, INC. and :
AARON M. KRAMER, :
Defendants :
:

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
04/10/2006
APR 06 2006
no cc
Clerk

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 Atty pd. \$0.00
01/03/04 Notice to
APR 06 2006 Defs.
Statement to
William A. Shaw
Prothonotary/Clerk of Courts Atty
6x

PRAECLPICE FOR ENTRY OF DEFALUT 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:



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

Date: 4/5/06

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	:	

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

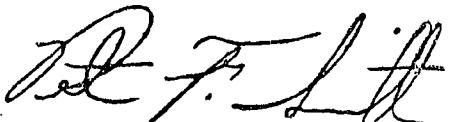
IMPORTANT NOTICE

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 PERIOD 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. Y

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 Willie Williams, Deputy

Rule of Civil Procedure No. 236

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

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 : No. 2006-44-CD
:
vs. :
:
KRAMER ENTERPRISES, INC. and :
AARON M. KRAMER, :
Defendants :
:

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 *Atty pd*
of 1:33/01 15.00
APR 17 2006

APD
William A. Shaw
Prothonotary/Clerk of Court
Xr. Entries
w/ Judg. to
Atty

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 Please 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: William A. Shaw
Deputy

Date: 04/17/2006

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 01:47 PM

Page 1 of 1

ROA Report

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. 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 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: Praeclipe 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.

William L. Hamm
Prothonotary/
Clerk of Courts