

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

J.J. POWELL, INC.,

Plaintiff

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

No. 2006- 593-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 Atty pd. 85.00

013:14/81
APR 17 2006 ICC Atty
ICC Shff

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-
	:	
vs.	:	
	:	
RICHARD A. LUCAS a/k/a RICHARD LUCAS	:	
d/b/a RICHARD LUCAS TRUCKING,	:	
Defendant	:	

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

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East 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.	:	
	:	
RICHARD A. LUCAS a/k/a RICHARD LUCAS	:	
d/b/a RICHARD LUCAS TRUCKING,	:	
Defendant	:	

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 name of the Defendant is **RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING**, with business address of 120 W. Houston Avenue, Montgomery, Lycoming County, Pennsylvania 17752.

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

4. Commencing on or before November 14, 2004, Plaintiff permitted the Defendant 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.

5. By agreement dated October 23, 2004, the Defendant obtained a cardlock card. By using this card, the Defendant was 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.

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

7. Bills were to be paid upon receipt.

8. All payments were to be made to the Plaintiff's office in Philipsburg, Clearfield County, Pennsylvania.

9. The agreement between Plaintiff and Defendant was not valid and enforceable until approved and accepted by Plaintiff at its office in Philipsburg, Clearfield County, Pennsylvania.

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

11. 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.

12. 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.

13. A statement of the Defendant's account with the Plaintiff commencing on November 14, 2004 and continuing until March 31, 2006 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

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

15. As of March 31, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

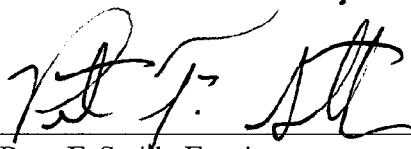
A)	Balance	\$15,146.26
B)	Finance Charges to 03/31/06	\$ 2,903.19
C)	Finance Charges accruing at \$7.57 per day from 03/31/06 (to be added)	\$

D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$_____
PRELIMINARY TOTAL		\$18,049.45
FINAL TOTAL		\$_____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Richard A. Lucas a/k/a Richard Lucas d/b/a Richard Lucas Trucking in the amount of \$18,049.45 together with interest accruing after March 31, 2006, reasonable attorney fees and court costs.

Respectfully submitted,

Date: April 17, 2006



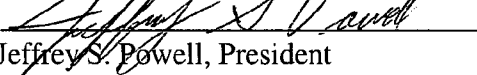
Peter F. Smith, Esquire
Attorney for Plaintiff

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: 4/14/06

By: 
Jeffrey S. Powell, President

1-800-432-0866
814-342-6483 (fax)
pacificpride@jjpowell.com
www.jjpowell.com

Approved
JJ Powell, Inc.
PO Box 30
Philipsburg, PA 16866

74533E 11295
SM Date OCT 23 2004

FIRM ADDRESS

Company Name	Telephone Number	Fax Number
RICHARD LUCAS TRUCKING	570-547-0578	570-547-2604
Mailing Address	City	State
120 W. HOUSTON AVE	MONTGOMERY	PA
Street Address	City	State
SAME		
Home Address	City	State
SAME		

LEGAL STRUCTURE

Are you presently a Pacific Pride or Amerinal Cardholder? ☐ Yes ☐ No If yes, when did you last use your card?

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

☒ Single Entity - Not a subsidiary

☐ Corporation State Federal ID #25-1842391 How Long in Business? 6 yrs.

☐ Partnership What Type of Business? TRUCKING

☐ Other

List names of partners or corporate officers

N/A

If in business less than 1 year please give name, address & length of time of employment for previous employment:

PERSONAL

Owner or Officer	Title	Spouse's Name
RICHARD LUCAS	OWNER	ANGELA LUCAS
Home Address	City	State
120 W. HOUSTON AVE	MONTGOMERY	PA
Previous Address	City	State
Name of nearest relative not living with you	Relationship	Telephone Number
SAMANTHA LUCAS	Mother	814-355-7158
Home Phone	Driver License Number	Social Security Number
570-547-0578	21234 486 PA	210-54-3269
Have you ever filed Bankruptcy? When?	Where?	
NO		

REFERENCES

Bank Name & Branch	City	State	Zip
JERSEY SHORE STATE BANK	MONTGOMERY	PA	17752
Bank Officer	Account Number	Telephone Number	
BOY RUPERT	1186 671	570-547-6642	
Trade Reference	Account Number	Telephone Number	
Estimated Monthly Usage in Gallons	Person to Contact Regarding Cards	Telephone Number	Extension
7,000	ANGELA LUCAS	570-547-0578	

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.

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

Richard A. Lucas

Printed Name

RICHARD A. LUCAS

Date

10/23/04

UPON COMPLETION, TEAR AT PERFORATION, FOLD, TAPE AND RETURN THIS HALF TO JJ POWELL, INC.

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.

Aging Periods: SM SEMI MONTHLY BILLING

Aging Date: 03/31/06 Aged by Trans. Date

Customer # 11295

Comments: No

Original Document						Net	Future &			
Type	Doc#	Date	Amount	Quantity	Reference	Receivable	03/31/06	03/15/06	02/28/06	02/15/06
11295 LUCAS TRUCKING, RICHARD 570-547-0578						200.00/Last payment	/Credit limit (B SM) Salesperson 99			
Inv	4320	11/14/04	1,031.07	468.6		0.00				
Inv	4335	11/30/04	3,254.70	1,465.0		0.00				
Inv	4350	12/14/04	2,494.71	1,192.2		0.00				
Pmt	54297	12/15/04	1,500.00-		1153	0.00				
Inv	4366	12/21/04	1,401.92	643.0		0.00				
Pmt	54419	12/23/04	1,000.00-		1165	0.00				
F/C	4366	12/31/04	13.39		Finance Charge	0.00				
Inv	5015	01/13/05	2,329.62	1,103.0		0.00				
F/C	5015	01/15/05	32.10		Finance Charge	0.00				
Pmt	54971	01/21/05	1,000.00-		1184	0.00				
Pmt	55056	01/26/05	500.00-		1189	0.00				
F/C	5031	01/31/05	31.37		Finance Charge	0.00				
Inv	5031	01/31/05	3,093.65	1,409.7		0.00				
F/C	5046	02/15/05	37.59		Finance Charge	0.00				
Inv	5046	02/15/05	2,800.04	1,306.5		120.16				120.16
Pmt	55517	02/16/05	1,500.00-		1205	0.00				
Inv	5059	02/28/05	2,501.24	1,145.9		2,501.24				2,501.24
F/C	5059	02/28/05	37.59		Finance Charge	37.59				37.59
Inv	5074	03/15/05	2,798.06	1,209.7		2,798.06				2,798.06
F/C	5074	03/15/05	60.79		Finance Charge	60.79				60.79
Pmt	56221	03/25/05	1,200.00-		1245	0.00				
Inv	5090	03/30/05	2,662.13	1,139.2		2,662.13				2,662.13
F/C	5090	03/31/05	91.55		Finance Charge	91.55				91.55
Pmt	56681	04/14/05	1,500.00-		1367	0.00				
Inv	5105	04/15/05	3,414.12	1,409.3		3,414.12				3,414.12
F/C	5105	04/15/05	101.39		Finance Charge	101.39				101.39
Inv	5120	04/27/05	1,681.14	708.0		1,681.14				1,681.14
Pmt	56886	04/28/05	2,500.00-		1393	0.00				
F/C	5120	04/30/05	102.84		Finance Charge	102.84				102.84
Inv	5135	05/10/05	1,969.41	842.3		1,969.41				1,969.41
F/C	5135	05/15/05	128.45		Finance Charge	128.45				128.45
Pmt	57349	05/17/05	5,500.00-		1401	0.00				
F/C	5151	05/31/05	100.04		Finance Charge	100.04				100.04
F/C	5166	06/15/05	114.82		Finance Charge	114.82				114.82
F/C	5181	06/30/05	114.82		Finance Charge	114.82				114.82
F/C	5196	07/15/05	114.82		Finance Charge	114.82				114.82
F/C	5212	07/31/05	114.82		Finance Charge	114.82				114.82
F/C	5227	08/15/05	114.82		Finance Charge	114.82				114.82
F/C	5243	08/31/05	114.82		Finance Charge	114.82				114.82
F/C	5258	09/15/05	114.82		Finance Charge	114.82				114.82
Pmt	60220	09/26/05	200.00-		1480	0.00				
F/C	5273	09/30/05	113.60		Finance Charge	113.60				113.60
F/C	5288	10/15/05	113.60		Finance Charge	113.60				113.60
F/C	5304	10/31/05	113.60		Finance Charge	113.60				113.60
F/C	5319	11/15/05	113.60		Finance Charge	113.60				113.60
F/C	5334	11/30/05	113.60		Finance Charge	113.60				113.60
F/C	5349	12/15/05	113.60		Finance Charge	113.60				113.60
F/C	5365	12/31/05	113.60		Finance Charge	113.60				113.60

Aging Periods: SM SEMI MONTHLY BILLING

Aging Date: 03/31/06 Aged by Trans. Date

Customer # 11295

Comments: No

Original Document											
Type	Doc#	Date	Amount	Quantity	Reference	Net Receivable	Future & 03/31/06	03/15/06	02/28/06	02/15/06	
11295 LUCAS TRUCKING, RICHARD 570-547-0578						200.00/Last payment	/Credit limit (B SM) Salesperson 99				
F/C	6015	01/15/06	113.60		Finance Charge	113.60					113.60
F/C	6031	01/31/06	113.60		Finance Charge	113.60					113.60
F/C	6046	02/15/06	113.60		Finance Charge	113.60					113.60
F/C	6059	02/28/06	113.60		Finance Charge	113.60					113.60
F/C	6074	03/15/06	113.60		Finance Charge	113.60			113.60		
F/C	6090	03/31/06	113.60		Finance Charge	113.60		113.60			
11295 Total.....						18,049.45	113.60	113.60	113.60	17,708.65	

NOTE: Customer credit codes are printed in this order: Terms, Statement cycle, and Credit flag. Example: (A MO 3)

Active Accounts						18,049.45		113.60		17,708.65	
							113.60		113.60		
* Total All Accounts *						18,049.45		113.60		17,708.65	
							113.60		113.60		
* Total Uninvoiced *						0.00		0.00		0.00	
* Total Unpaid F/C *						2,903.19		113.60		2,562.39	
							113.60		113.60		

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

J. J. POWELL, INC.,
Plaintiff

No. 2006-593-CD

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

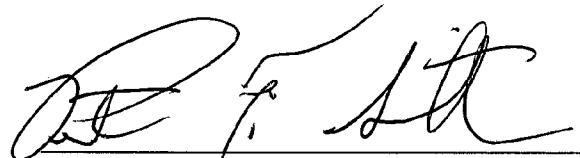
CERTIFICATE OF ADDRESS

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 Defendant are:

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

Defendant: Richard A. Lucas a/k/a Richard Lucas
d/b/a Richard Lucas Trucking
120 W. Houston Avenue
Montgomery, PA 17752

Date: June 20, 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}
011:05:34
JUN 20 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101456
NO: 06-593-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING

SHERIFF RETURN

NOW, April 19, 2006, SHERIFF OF LYCOMING COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING.

NOW, May 16, 2006 AT 6:30 AM SERVED THE WITHIN COMPLAINT ON RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING, DEFENDANT. THE RETURN OF LYCOMING COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
06-593-CD
JUL 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101456
NO: 06-593-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING

SHERIFF RETURN

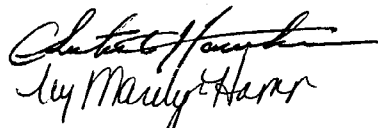
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	28804	10.00
SHERIFF HAWKINS	J.J.POWELL INC	28804	30.00
LYCOMING CO.	J.J.POWELL INC.	28805	31.50

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2006-00593 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Lycoming

J.J. POWELL INC

VS

RICHARD A LUCAS T/D/B/A RICHAR

TIMOTHY B NELSON, Sheriff or Deputy Sheriff of Lycoming
County, Pennsylvania, who being duly sworn according to law,
says, the within COMPLAINT was served upon
LUCAS RICHARD A AKA RICHARD LU CAS D/B/A RICHARD LUCAS TRUCK the
DEFENDANT, at 0006:30 Hour, on the 16th day of May, 2006
at 120 W HOUSTON AVE

MONTGOMERY, PA 17752 by handing to

ANGELA-WIFE

a true and attested copy of COMPLAINT together with

and at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	9.00
Service	9.00
Affidavit	2.50
Surcharge	.00
Mileage	11.00
	31.50

So Answers:

Charles T. Brewer
Charles T. Brewer, Sheriff

By T. B. [Signature]
00/00/0000 Deputy Sheriff

Sworn and subscribed to before
me this 15th day of

June 2006 A.D.

William J. Burd
Notary

WILLIAM J. BURD
Prothonotary & Clerk of Courts
Williamsport, Lycoming County
My Commission Expires Jan. 4, 2008

FILED
LYCOMING COUNTY
2006 MAY 31 P 2:37
WILLIAM J. BURD
PROTHONOTARY &
CLERK OF COURTS



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

PAGE 101456
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

J.J. POWELL, INC.

TERM & NO. 06-593-CD

vs.

COMPLAINT

RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING

SERVE BY: 05/17/06

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

SERVE: RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING

ADDRESS: 120 W. HOUSTON AVE., MONTGOMERY, PA 17752

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 LYCOMING COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

April 17, 2006

Charles Brewer
Lycoming County Sheriff
Lycoming County Courthouse
48 West Third Street
Williamsport, PA 17701

Re: J. J. Powell, Inc. v. Richard A. Lucas Trucking a/k/a Richard Lucas d/b/a Richard
Lucas Trucking

Dear Sheriff Brewer:

I filed a Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

The Sheriff of Clearfield County has been directed to deputize you. He will forward a certified copy of the Complaint to you for service on the Defendant at the following address:

Richard A. Lucas a/k/a Richard Lucas
d/b/a Richard Lucas Trucking
120 W. Houston Avenue
Montgomery, PA 17752

I enclose a check for your costs of service.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure

cc: Jeffrey S. Powell, J. J. Powell, Inc.

RECEIPT FOR PAYMENT

=====

Lycoming County Pennsylvania

48 W 3rd Street
Williamsport PA 17701

Receipt Date 04/21/2006

Receipt Time 15:54:03

Receipt No. 1003316

J.J. POWELL INC (VS) RICHARD A LUCAS T/D/B/A RICHA

Case Number 2006-00593 T

Service Info

Remarks DEPOSIT FOR SERVICE

Total Check... + 75.00

Number .. 28805

Total Cash.... + .00

Cash Out..... - .00

Receipt total. = 75.00

----- Distribution Of Payment -----

Transaction Description	Payment Amount
ADVANCE PAYMENT	75.00
	<u>75.00</u>

J.J. POWELL INC

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

J.J. POWELL, INC.,

Plaintiff

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

No. 2006-593-CD

Type of Case:
CIVIL

Type of Pleading:
**PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT**

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 *Atty pd.*
012:56/304 *20.00*
JUL 13 2006 *Notice to*
Def.
William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to Atty*
(6K)

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

J. J. POWELL , INC.,

Plaintiff

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS

d/b/a RICHARD LUCAS TRUCKING,

Defendant

No. 2006-593-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on June 7, 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 Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

Richard A. Lucas a/k/a Richard Lucas
d/b/a Richard Lucas Trucking
120 W. Houston Avenue
Montgomery, PA 17752

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

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$18,049.45** plus interest and costs of suit.

A)	Balance	\$15,146.26
B)	Finance Charges to 03/31/06	\$ 2,903.19
C)	Finance Charges accruing at \$7.57 per day from 03/31/06 (to be added)	\$
D)	Attorney fees (to be added)	\$

E) Court costs (to be added) \$ _____

PRELIMINARY TOTAL \$18,049.45

FINAL TOTAL \$ _____

Date: June 20, 2006

Respectfully submitted:

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

No. 2006-593-CD

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

TO: **RICHARD A. LUCAS a/k/a RICHARD LUCAS**
d/b/a RICHARD LUCAS TRUCKING
120 W. Houston Avenue
Montgomery, PA 17752

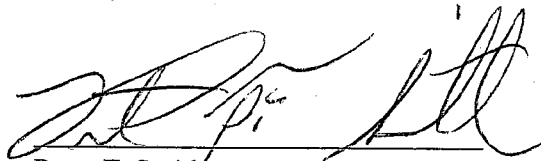
IMPORTANT NOTICE

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 JUNE 19, 2006.

COURT ADMINISTRATOR
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

Date: June 7, 2006



Peter F. Smith
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

J. J. POWELL, INC.,

Plaintiff

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

No. 2006-593-CD

CC. Y

Notice is given that a judgment has been entered of record in Clearfield County against RICHARD A. LUCAS a/k/a RICHARD LUCAS d/b/a RICHARD LUCAS TRUCKING, Defendant, and in favor of the Plaintiff in the amount of \$18,049.45, plus interest and costs.

Prothonotary

By William L. Shanley 7/13/09, Deputy

Rule of Civil Procedure No. 236

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

CC#

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

No.: 2006-00593-CD

Real Debt: \$18,049.45

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard A. Lucas a/k/a Richard Lucas
a/k/a Richard Lucas Trucking
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 13, 2006

Expires: July 13, 2011

Certified from the record this 13th day of July, 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. 2006-593-CD

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS

d/b/a RICHARD LUCAS TRUCKING,

Defendant

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 Lycoming County Prothonotary against the Defendant Richard A. Lucas a/k/a Richard Lucas d/b/a Richard Lucas Trucking and in favor of J. J. Powell, Inc.

Respectfully submitted,

Date:

7/20/06



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

FILED

JUL 20 2006

0/12:30/06
William A. Shaw
Prothonotary/Clerk of Courts
W.A. Shaw (Clerk)

Date: 7/20/2006

Time: 01:52 PM

Page 1 of 1

Clearfield County Court of Common Pleas

Complete Case History

Case: 2006-00593-CD

User: BILLSHAW

J. J. Powell, Inc. vs. Richard A. Lucas, etal.

Filed: 4/17/2006

Subtype: Civil Other

Physical File: Y

Appealed: N

Comment:

Register of Actions

4/17/2006	New Case Filed. Filing: Civil Complaint Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1913387 Dated: 04/17/2006 Amount: \$85.00 (Check) 1CC Atty and 1CC Shff.	No Judge, No Judge,
6/20/2006	Certificate of Address, filed by s/ Peter F. Smith Esq. No CC.	No Judge,
7/11/2006	Sheriff Return, Sheriff of Lycoming County was deputized. May 16, 2006 at 6:30 am served the within Complaint on Richard A. Lucas a/k/a Richard Lucas d/b/a Richard Lucas Trucking. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by JJ Powell Inc. \$40.00 Lycoming County costs pd by JJ Powell Inc. \$31.50	No Judge,
7/13/2006	Filing: Default Judgment Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1914685 Dated: 07/13/2006 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against the Defendant Richard A. Lucas a/k/a Richard Lucas d/b/a Richard Lucas Trucking in the amount of \$18,049.45. Filed by s/ Peter F. Smith, Esquire. Notice to Def., Statement to Atty.	No Judge,

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

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

J. J. Powell, Inc.

Vs.

NO. 2006-00593-CD

Richard A. Lucas a/k/a Richard Lucas
d/b/a Richard Lucas Trucking

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 Richard A. Lucas a/k/a Richard Lucas d/b/a Richard Lucas Trucking on July 21, 2006, in the amount of 18,049.45.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 20th day of July, A.D., 2006.

William A. Shaw

Prothonotary

BY: _____

Deputy

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

J. J. POWELL, INC.,

Plaintiff

No. 2006-593-CD

vs.

RICHARD A. LUCAS a/k/a RICHARD LUCAS
d/b/a RICHARD LUCAS TRUCKING,
Defendant

SATISFACTION OF JUDGEMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that you mark the judgment entered against RICHARD A. LUCAS, a/k/a RICHARD LUCAS, d/b/a RICHARD LUCAS TRUCKING SATISFIED.

Respectfully submitted,



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

Date:

1/8/08

cc: J. J. Powell, Inc.
Richard A. Lucas

FILED
JAN 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

PAID \$7.00
Cert of Set
Issued to
AAA Smith

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

J. J. Powell, Inc.

Vs.

Richard A. Lucas
Richard Lucas Trucking

No.: 2006-00593-CD

Debt: \$18,049.45


Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, January 11, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 11th day of January, A.D. 2008.


Prothonotary