

06-593-CD

JJ Powell vs Richard A. Lucas et al

2006-593-CD

JJ Powell vs Richard Lucas et al

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

J.J. POWELL, INC., :
Plaintiff : No. 2006- 593-CD
vs. :
Type of Case:
RICHARD A. LUCAS a/k/a RICHARD LUCAS :
d/b/a RICHARD LUCAS TRUCKING, :
Defendant : 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
03/14/01
APR 17 2006 ICC Atty
ICC Shft
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,



Peter F. Smith, Esquire
Attorney for Plaintiff

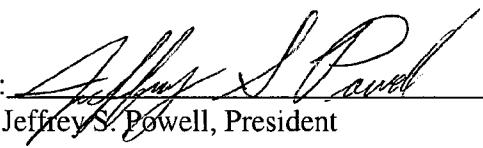
Date: April 17, 2006

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: 4/14/06

By: 
Jeffrey S. Powell, President



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

JJ Powell, Inc.

PO Box 30

Philipsburg, PA 16866

11295

Date Oct 23 2004

APP
OP

745237E
SM

FIRM ADDRESS

Company Name RICHARD LUCAS TRUCKING	Telephone Number 570-547-0578	Fax Number 570-547-2604
Mailing Address 120 W. HOUSTON AVE	City MONTGOMERY	State PA
Street Address SAME	City 	State
Home Address SAME	City 	State
Are you presently a Pacific Pride or Amerinet Cardholder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when did you last use your card?		

LEGAL STRUCTURE

<input checked="" type="checkbox"/> Single Entity - Not a subsidiary	How Long in Business? 6 yrs.
<input type="checkbox"/> Corporation State	What Type of Business? TRUCKING
<input type="checkbox"/> Partnership	
<input type="checkbox"/> 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 RICHARD LUCAS	Title OWNER	Spouse's Name ANGELA LUCAS	
Home Address 120 W. HOUSTON AVE	City MONTGOMERY	State PA	Zip 17752
Previous Address 	City 	State 	Zip
How Long?		Own _____ Renting _____ Buying 5	

Name of nearest relative not living with you SAMANTHA LUCAS	Relationship Mother	Telephone Number 814-355-7158
---	-------------------------------	---

Home Phone 570-547-0578	Driver License Number 21234486 PA	Social Security Number 810-54-3269	Date of Birth 2/11/67
-----------------------------------	---	--	---------------------------------

REFERENCES

Have you ever filed Bankruptcy? When? NO	Where? 		
Bank Name & Branch JERSEY SHORE STATE BANK	City MONTGOMERY	State PA	Zip 17752
Bank Officer BEV RUPERT	Account Number 1186 671	Telephone Number 570-547-6642	
Trade Reference 	Account Number 	Telephone Number 	

Estimated Monthly Usage in Gallons 7,000	Person to Contact Regarding Cards ANGELA LUCAS	Telephone Number 570-547-0578	Extension
--	--	---	----------------------

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. Purchaser 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 fuel 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

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										
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

06/04/06 08:09:04

Aged Trial Balance - Original Documents

Page 2

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	:	

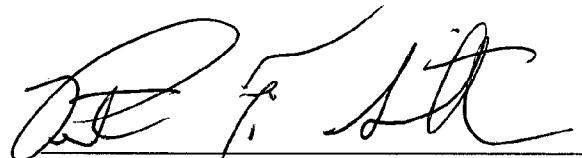
CERTIFICATE OF ADDRESS

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
07/11/05
JUN 20 2006
no cc
WM

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
07/14/06
JUL 11 2006
WES

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

So Answers,

____ Day of _____ 2006



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2006-00593 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF LYCOMINGJ.J. POWELL INC

VS

RICHARD A LUCAS T/D/B/A RICHAR

2006 MAY 31 P 2:
 WILLIAM J. BURD
 PROTHONOTARY
 CLERK OF COURT
 LYCOMING COUNTY

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 Tony B. Miller
 00/00/0000 Deputy Sheriff

Sworn and subscribed to before

me this 15th day ofJune 2006 A.D.William J. Burd
Notary

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



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 101456

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 depelize 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,

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

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 RICHAR

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	J.J. POWELL INC
	75.00	

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

J.J. POWELL, INC., :
Plaintiff : No. 2006-593-CD
vs. :
Type of Case:
RICHARD A. LUCAS a/k/a RICHARD LUCAS :
d/b/a RICHARD LUCAS TRUCKING, :
Defendant : 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

Atty pd.
01256/BD 20.00
FILED JUL 13 2006 Notice to
Def.
William A. Shaw Statement
Prothonotary/Clerk of Courts
to Atty
(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 :
:

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

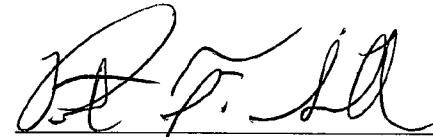
3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

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		\$ _____

Respectfully submitted:



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

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

No. 2006-593-CD

vs.

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

CC.

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. Hay Jr. 7/13/06, 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.: 2006-00593-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 :
:

PRAECLPPE

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly prepare and certify a complete copy of the docket in this matter. A Praeclipe 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,



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
012:30 PM
William A. Shaw
Prothonotary/Clerk of Courts
W.C. Clerk's Office

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, et al.

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 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 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: 1/18/08

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

FILED Pd \$7.00
10:55am 1/11/2008 sat
JAN 11 2008 issued to AAA Smith
m

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00593-CD

J. J. Powell, Inc.

Debt: \$18,049.45

Vs.

Atty's Comm.:

Richard A. Lucas
Richard Lucas Trucking

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