

2006-596-CD
JJ Powell vs Ronald Hipp et al

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

J.J. POWELL, INC.,

Plaintiff

No. 2006- 596-CD

vs.

RONALD D. HIPP

d/b/a HIPP TRUCKING & EXCAVATING,
Defendant

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
01/01/56301 ICC Atty
APR 18 2006
WCC 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.	:	
RONALD D. HIPP	:	
d/b/a HIPP TRUCKING & EXCAVATING,	:	
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.	:	
RONALD D. HIPP	:	
d/b/a HIPP TRUCKING & EXCAVATING,	:	
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 **RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING**, with business address of 2901 Stewart Drive, State College, Centre County, Pennsylvania 16801.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. Commencing on or before April 15, 2005, 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 March 14, 2005, 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 April 15, 2005 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.

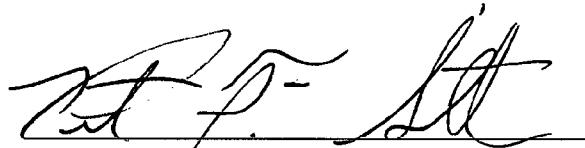
15. As of March 31, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$61,189.15
B)	Finance Charges to 03/31/06	\$ 7,281.94
C)	Finance Charges accruing at \$33.76 per day from 03/31/06 (to be added)	\$

D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$ _____
PRELIMINARY TOTAL		\$68,471.09
FINAL TOTAL		\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Ronald D. Hipp d/b/a Hipp Trucking & Excavating in the amount of \$68,471.09 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: April 14, 2006

By: 
Jeffrey S. Powell, President

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

J. J. Powell, Inc.

PO Box 30
Philipsburg, PA 16866

59

Date 3/14/05

609
Foothills

Firm Address

Company Name	Telephone Number	Fax Number	
Hipp Trucking & Excavating	844-234-2346	234-2352	
Mailing Address	City	State	Zip
2901 Stewart Drive	STATE COLLEGE	PA	16801
Street Address	City	State	Zip
Home Address	City	State	Zip
439 Norle Street	STATE COLLEGE	PA	16801
Cell #	571-4247		

Legal Structure

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

Single Entity - Not a subsidiary
 Corporation
State PA
 Partnership
 Other

Federl ID #: 25-1678856

How Long in Business? 18 yr

What Type of Business? Trk & Exc

Personal

List names of partners or corporate officers

Ronald D Hipp

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

Owner or Officer

Title

Spouse's Name

Ronald D Hipp

President

Stefania Hipp

Home Address

City

State

Zip

How Long?

439 Norle Street STATE COLLEGE

PA

16801

7

Cwn
Buying
Renting

Previous Address

City

State

Zip

How Long?

Name of nearest relative not living with you

Relationship

Telephone Number

Ron Agostinelli

Brother in law

(844) 237-6385

Home Phone

Driver License # 20000770

Social Security Number

Date of Birth

814-861-2528

State PA

167-56-1698

4/14/63

Have you ever filed Bankruptcy

When?

Where?

Yes

2002

PA

Bank Name & Branch

City

State

Zip

NHANAY BANK

STATE COLLEGE PA

16801

Bank Officer

Account Number

Telephone Number

Victoria

0200041742

814 272-2265

Trade Reference

Account Number

Telephone Number

Hunter Peterbilt

37240

814-768-7679

Estimated Monthly Usage in Gallons

Person to contact regarding cards

Telephone Number

Extension

3,000 - 5,500

Ron (or Jim)

814-234-4550

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 levied 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

Ronald D Hipp

Printed Name

Ronald D Hipp

Date

3/14/05

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 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.

2006/04/10 16:10:47

Aged Trial Balance - Original Documents

Page 1

Aging Periods: S9 SPECIAL SM BILLING

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

Customer # 11338

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
11338 HIPP TRUCKING & EXCAVATING 234-2346 RONALD D. HI 7,794.98/Last payment /Credit limit (B S9) Salesperson 99										
Inv	5105	04/15/05	3,512.91	1,464.5		0.00				
Inv	5120	04/29/05	5,141.95	2,188.0		0.00				
Inv	5135	05/14/05	5,824.14	2,947.6		0.00				
F/C	5135	05/15/05	26.35		Finance Charge	0.00				
Pmt	57346	05/17/05	3,412.91		9085	0.00				
Adj	525	05/17/05	100.00		COH SUBHAULER	0.00				
F/C	5151	05/31/05	38.56		Finance Charge	0.00				
Inv	5151	05/31/05	6,181.16	2,729.0		0.00				
F/C	5166	06/15/05	89.75		Finance Charge	0.00				
Inv	5166	06/15/05	6,832.04	2,866.9		0.00				
F/C	5181	06/30/05	136.10		Finance Charge	136.10				136.10
Inv	5181	06/30/05	8,532.07	3,447.2		6,109.97				6,109.97
Pmt	58691	07/15/05	9,106.08		9292	0.00				
Pmt	58692	07/15/05	9,106.08		9293	6,246.07				6,246.07
Inv	5196	07/15/05	7,128.58	2,829.5		7,128.58				7,128.58
F/C	5196	07/15/05	52.93		Finance Charge	52.93				52.93
Inv	5212	07/29/05	6,616.54	2,671.4		6,616.54				6,616.54
F/C	5212	07/31/05	117.32		Finance Charge	117.32				117.32
Inv	5227	08/15/05	8,466.32	3,402.6		8,466.32				8,466.32
F/C	5227	08/15/05	171.67		Finance Charge	171.67				171.67
Inv	5243	08/31/05	7,723.31	2,881.4		7,723.31				7,723.31
F/C	5243	08/31/05	222.58		Finance Charge	222.58				222.58
Inv	5258	09/15/05	7,649.64	2,582.8		7,649.64				7,649.64
F/C	5258	09/15/05	287.74		Finance Charge	287.74				287.74
Inv	5273	09/30/05	8,113.14	2,818.6		8,113.14				8,113.14
F/C	5273	09/30/05	347.83		Finance Charge	347.83				347.83
Inv	5288	10/15/05	7,083.86	2,365.5		7,083.86				7,083.86
F/C	5288	10/15/05	407.81		Finance Charge	407.81				407.81
Inv	5304	10/31/05	7,508.63	2,603.5		7,508.63				7,508.63
F/C	5304	10/31/05	471.72		Finance Charge	471.72				471.72
Inv	5319	11/07/05	1,189.89	424.2		1,189.89				1,189.89
Pmt	61384	11/15/05	7,794.98		9679	0.00				
F/C	5319	11/15/05	469.92		Finance Charge	469.92				469.92
Pmt	61641	11/30/05	7,794.98		9680	0.00				
F/C	5334	11/30/05	471.30		Finance Charge	471.30				471.30
F/C	5349	12/15/05	483.76		Finance Charge	483.76				483.76
F/C	5365	12/31/05	487.38		Finance Charge	487.38				487.38
F/C	6015	01/15/06	491.04		Finance Charge	491.04				491.04
F/C	6031	01/31/06	494.72		Finance Charge	494.72				494.72
F/C	6046	02/15/06	498.43		Finance Charge	498.43				498.43
F/C	6059	02/28/06	502.17		Finance Charge	502.17				502.17
F/C	6074	03/15/06	505.94		Finance Charge	505.94				505.94
F/C	6090	03/31/06	506.92		Finance Charge	506.92				506.92
11338 Total.....						68,471.09	506.92	505.94	502.17	66,955.06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101458
NO: 06-596-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

VS.

DEFENDANT: RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING

SHERIFF RETURN

NOW, April 19, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING.

NOW, April 21, 2006 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
03/15 LM
MAY 26 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101458
NO: 06-596-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	28807	10.00
SHERIFF HAWKINS	J.J. POWELL INC.	28807	30.00
CENTRE CO.	J.J. POWELL INC.	28808	35.00

Sworn to Before Me This

So Answers,

Day of 2006


My Mandy Henn
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) I.S. Powell, Inc.

2. Case Number

06-596-C

page # 3555-4A

3. Defendant(s)

Ronald D. Hipp D/B/A
Hipp Trucking & Excavating

4. Type of Writ or Complaint:

Complaint

SERVE

→
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
Ronald Hipp D/B/A Hipp Trucking & Excavating

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
2901 Stewart Dr

7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other

Now, 20 I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title 14. Date Filed 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to John Calhoun, on the 21st day of April,

20 06, at 1405 o'clock, p m., at 2901 Stewart Dr., State College, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other _____

On the _____ day of _____, 20 _____, at _____ o'clock, _____ M.

Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant
- Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>0</u>	<u>2.00</u>	<u>8.00</u>	<u>.50</u>	<u>1.00</u>	<u>35.00</u>	<u>90.00</u>

17. AFFIRMED and subscribed to before me this 23

So Answer.

20. day of May, 20 06

18. Signature of Dep. Sheriff

CB Speco

19. Date

4/24/06

23. Corinne H. Peters

21. Signature of Sheriff

22. Date

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Corinne H. Peters, Notary Public
My Commission Expires June 2009
Centre County
Member, Pennsylvania Association of Notaries

SHERIFF OF CENTRE COUNTY

Amount Pd. Page

24. I ACKNOWLEDGE RECEIPT OF SHERIFF'S RETURN SIGNATURE
QF AUTHORIZED AUTHORITY AND TITLE
Member, Pennsylvania Association of Notaries

25. Date Received



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

511
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 101458

TERM & NO. 06-596-CD

J.J. POWELL, INC.

COMPLAINT

VS.

RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING

SERVE BY: 05/18/06

MAKE REFUND PAYABLE TO J.J. POWELL INC.

SERVE: RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING

ADDRESS: 2901 STEWART DRIVE, STATE COLLEGE, PA 16801

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 CENTRE 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

3555-AA
75 n

FILED

MAY 26 2006

William A. Shaw
Prothonotary

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

J.J. POWELL, INC.,

Plaintiff

vs.

RONALD D. HIPP

d/b/a HIPP TRUCKING & EXCAVATING,
Defendant

: Docket Number: 2006-596-CD

:

:

: Type of Case:

:

:

: Type of Pleading: ANSWER TO
: COMPLAINT

:

:

: Filed on Behalf of:

:

: Defendant, Ronald D. Hipp

: d/b/a Hipp Trucking & Excavating

:

: Counsel of Record for this Party:

:

: Pamela A. Ruest, Esquire

: McQuaide, Blasko, Fleming &

: Faulkner, Inc.

: 811 University Drive

: State College, PA 16801

:

: (814) 238-4926

:

: Supreme Court No. 51907

FILED

AUG 30 2006

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

1 CENT TO ATTY

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

J.J. POWELL, INC., :
Plaintiff :
: No. 2006-596-CD
vs. :
: :
RONALD D. HIPP, :
d/b/a HIPP TRUCKING & EXCAVATING :
Defendant :
:

ANSWER TO COMPLAINT

AND NOW, comes the Defendant, Ronald D. Hipp d/b/a Hipp Trucking & Excavating, by and through his attorneys, McQuaide, Blasko, Fleming & Faulkner, Inc., and avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. It is admitted that Plaintiff permitted the Defendant to charge the purchase of diesel fuel and gasoline, and that unpaid balances accrue interest at the rate of 18% per annum. It is denied that the balance due was to be paid at the end of each month. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.
5. Admitted.
6. Denied. On the contrary, the application specifies that billings were to be issued twice each month.
7. Denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial. Additionally, the application

states that Defendant has 10 days within which to make payment.

8. Denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.

9. Denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.

10. It is admitted that the application states that Defendant is to pay 18% annually on unpaid balances.

11. Admitted.

12. Admitted.

13. It is admitted that a statement is attached to the complaint which purports to be Defendant's account with the Plaintiff. The remainder of this paragraph is denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.

14. Denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.

15. It is admitted that a statement is attached to the complaint which purports to be Defendant's account with the Plaintiff. The remainder of this paragraph is denied. Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof is demanded at trial.

WHEREFORE, Defendant Ronald D. Hipp d/b/a HippTrucking & Excavating respectfully requests this Honorable Court to dismiss Plaintiff's Complaint against Defendant.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By:

Pamela A. Ruest

Pamela A. Ruest, Esquire
Attorneys for Defendant
Pa.I.D. #51907
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: August 29, 2006

Verification

Defendant verifies that the statements made in this Answer to Complaint are true and correct. Defendant understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Ronald D. Hipp
d/b/a Hipp Trucking & Excavating
Defendant

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

J.J. POWELL, INC., :
Plaintiff :
: No. 2006-596-CD
vs. :
: RONALD D. HIPP,
d/b/a HIPP TRUCKING & EXCAVATING :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Complaint was served by depositing on this date, the same with the United States Postal Service, postage prepaid, addressed to the following:

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By:

Pamela A. Ruest
Pamela A. Ruest, Esquire
Attorneys for Defendant
Pa.I.D. #51907
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: August 29, 2006

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

J. J. POWELL, INC., :
Plaintiff : No. 2006-596-CD
vs. :
RONALD D. HIPP :
d/b/a HIPP TRUCKING & EXCAVATING, :
Defendant :
:

FILED
03/10/08
MAR 13 2008
W.M.C.C.
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff, certify that I delivered a true and correct copy of
NOTICE TO TAKE ORAL DEPOSITION of Ronald D. Hipps d/b/a Hipp Trucking &
Excavating to the Attorney for the Defendant on March 12, 2008 by U.S. First Class Postage
Prepaid to the following address:

Dominic J. Muracco, Esquire
McQuaide Blasko
Attorneys at Law
811 University Drive
State College, PA 16801-6699

Respectfully submitted,



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

Date: March 12, 2008

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

J. J. POWELL , INC.,	Plaintiff	No. 2006-596-CD
vs.		
RONALD D. HIPPS d/b/a HIPP TRUCKING & EXCAVATING, Defendant		Type of Pleading: NOTICE TO TAKE ORAL DEPOSITION
		Filed on behalf of: Plaintiff
		Counsel of Record for this party: Peter F. Smith, Esquire Supreme Court ID No. 34291 30 South Second Street P.O. Box 130 Clearfield, PA 16830 (814) 765-5595
		Counsel for Defendant: Dominick J. Muracco, Esquire Supreme Court ID # _____ McQuaide Blasko Attorneys at Law 811 University Drive State College, PA 16801-6699 (814) 238-4926

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

J. J. POWELL, INC.,	:	
	Plaintiff	No. 2006-596-CD
vs.	:	
RONALD D. HIPP	:	
d/b/a HIPP TRUCKING & EXCAVATING,	:	
Defendant	:	

NOTICE TO TAKE ORAL DEPOSITION

TO: RONALD D. HIPPS d/b/a
HIPP TRUCKING & EXCAVATING
C/O Dominick J. Muracco
Attorney at Law
811 University Drive
State College, PA 16801-6699

PLEASE TAKE NOTICE, that on **Wednesday, April 16, 2008**, commencing at **10:30 a.m.** at the law office of Peter F. Smith, Esquire, located at 30 South Second Street, Clearfield, PA, Plaintiff's counsel will take the deposition of **Ronald D. Hipps d/b/a Hipp Trucking & Excavating** upon oral examination pursuant to Rules of Civil Procedure before an official Court Stenographer or by some other person authorized by law to administer oaths. The scope of the within depositions will include all matters which are relevant to the issues of this case.

Please bring with you your entire record of your account and relations with the Plaintiff J.J. Powell, Inc. and any other documents or exhibits which you plan to offer as evidence at trial of this matter.

Respectfully submitted,



Date: 3/12/08

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

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

J.J. POWELL, INC.,

Plaintiff

vs.

RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING,
Defendant

No. 2006-596-CD

Type of Case:
CIVIL

Type of Pleading:
MOTION FOR SUMMARY
JUDGMENT & RULE

Filed on Behalf of:
PLAINTIFF

Attorney for the Plaintiff:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

Counsel for Defendant:
Dominick J. Muracco, Esquire
Supreme Court No.
811 University Drive
State College, PA 16801
(814) 238-4926

FILED
6/12/15 cm 30C AS
AUG 13 2008

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. 2006-596-CD

vs.

RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING,

Defendant

FILED
OCT 09 2008
AUG 15 2008 (610)

William A. Shaw
Prothonotary/Clerk of Courts
300 Atty P. Smith

SCHEDULING ORDER

AND NOW, this 14 day of August, 2008, upon consideration
of the following Motion for Summary Judgment, it is hereby ordered that:

1. A Rule is issued upon the Defendant RONALD D. HIPPS d/b/a
HIPP TRUCKING & EXCAVATING show cause why the Plaintiff is not
entitled to the relief requested:

2. The Movant J. J. POWELL, INC. has requested Summary
Judgment in the amount of \$37,268.49 plus interest, attorney fees and costs of
suit;

3. The Respondent shall file an Answer and Discovery to the Motion
within twenty (20) days of service upon the Respondent;

4. The Motion shall be decided under Pa.R.C.P No. 206.7;

5. Hearing for the Motion for Summary Judgment is scheduled on
October 2, 2008 at 10:45 A.m. in Courtroom No. 1 of the
Clearfield County Courthouse;

6. Notice of the entry of this Order shall be provided to all parties by
the Movant.

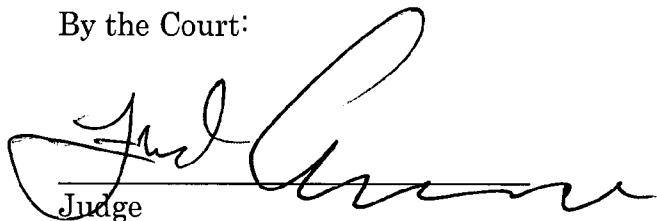
NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING MOTION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE MOTION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

By the Court:



Judge

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

J.J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-596-CD
vs.	:	
RONALD D. HIPP d/b/a HIPP	:	
TRUCKING & EXCAVATING,	:	
Defendant	:	

MOTION FOR SUMMARY JUDGMENT

COMES NOW, the Plaintiff by his attorney Peter F. Smith, who states the following in support of this Motion;

1. Plaintiff instituted suit to collect a balance due from Defendant for petroleum products for Sixty One Thousand One Hundred Eighty Nine Dollars and fifteen cents (\$61,189.15) plus interest accruing at 18% per annum, attorney fees and costs.
2. Subsequent to initiation of this suit Defendant made several payments in reduction of his debt to Plaintiff.
3. As of March 31, 2008 the balance due was Thirty Seven Thousand Two Hundred Sixty Eight Dollars and Forty Nine Cents (\$37,268.49).
4. Defendant's answer at Paragraph 14 denies the amounts asserted to be due because "Defendant has no knowledge or information sufficient to form a belief as to the truth of this averment."

5. Plaintiff took Defendant's deposition on April 16, 2008. A complete copy of that deposition is attached as Plaintiff's Exhibit 1.

6. At the bottom of page 10 and onto page 11 of his Deposition, the Defendant admits that the balance of Thirty Seven Thousand Two Hundred Sixty Eight Dollars and Forty Nine Cents (\$37,268.49) is correct and represents the amount he owes Plaintiff.

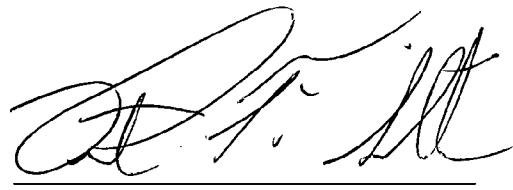
7. On page eight of the Deposition, Defendant acknowledged and authenticated the copy of the Card-Lock Agreement between himself and the Plaintiff. A copy of that Agreement is attached to the Deposition as Exhibit A.

8. These admissions by the Defendant eliminate any material issues of fact in this litigation, and the law applicable to the case is clear and free of doubt.

9. Paragraph 15 of the Complaint sets forth the amounts due from Defendant to Plaintiff.

WHEREFORE, Plaintiff prays this Honorable Court to enter summary judgment in its favor and against the Defendant in the amount of \$37,268.49 plus interest at 18% per annum, accruing at \$18.38 per day together with attorney fees and court costs reasonable and actually incurred.

Respectfully Submitted,



Peter F. Smith, Attorney

Date: 8/13/08

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

J.J. POWELL, INC.,)
)
Plaintiff,)
)
vs.) No.: 2006-596-CD
)
RONALD D. HIPP d/b/a HIPP)
TRUCKING & EXCAVATING,)
)
Defendant.)
- - -

PROCEEDINGS: Deposition of
RONALD D. HIPP

DATE: April 16, 2008

TIME: 10:37 a.m. - 10:47 a.m.

PLACE: Law Office of Peter F. Smith
30 South Second Street
Clearfield, Pennsylvania 16830

REPORTER: Roberta Swank
CSR 6042 - RPR 6846
Notary Public

**Certified
Copy**

ASAP COURT REPORTING
167 South McKean Street
Kittanning, Pennsylvania 16201
(724) 543-4996 - (814) 472-8009
FAX: (724) 543-5054 - (814) 472-8950
asap10@windstream.net
- - -

1 APPEARANCES:

2

2 For the Plaintiff:

3 PETER F. SMITH, ESQUIRE

4 Law Office of Peter F. Smith

5 30 South Second Street

6 Post Office Box 130

7 Clearfield, Pennsylvania 16830

8

9 For the Defendant:

10 DOMINICK J. MURACCO, ESQUIRE

11 Law Office of Dominick J. Muracco

12 811 University Drive

13 State College, Pennsylvania 16801-6699

14

15

16

17

STIPULATION

18 It is stipulated and agreed by and among
19 counsel for the respective parties and the
20 deponent that the inspection, reading and signing
21 of the deposition may be and are waived.

22

23

24

25

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1 RONALD D. HIPP,

2 having been first duly sworn, deposed as follows:

3 - - -

4 EXAMINATION

5 BY MR. SMITH:

6 Q. Good morning, Mr. Hipp. Once again, I'm
7 Peter Smith. I represent J.J. Powell, Inc. I'm
8 going to be asking you some questions. It is very
9 important that you hear the question and
10 understand what I've asked you. I will be more
11 than happy to repeat any question or explain it.

12 If you want to take a moment and confer
13 with your attorney, you certainly may. We've got
14 some additional rooms here.

15 If you need to take a break, you are
16 welcome to. This is not an endurance test,
17 although, like I said before we got started, I
18 don't think it will take too long.

19 If during the course of the deposition, a
20 question or a statement triggers some additional
21 information that's pertinent to something, an
22 answer you might have given beforehand, please
23 feel free to mention it to me and we'll go back.
24 The idea is to get it down on paper the way it
25 really is. Okay?

1 A. Uh-huh.
2 Q. Will you please state your full name.
3 A. Yeah. Ronald D. Hipp.
4 Q. And the address of your residence,
5 Mr. Hipp?

6 A. 439 Norle Street, State College,
7 Pennsylvania, 16801.

8 Q. How long have you lived there?
9 A. Four years.

10 Q. Are you married?
11 A. Yes.

12 Q. You live there with your wife, I assume?
13 A. Yes.

14 Q. Her name?
15 A. Stefania, S-T-E-F-A-N-I-A.

16 Q. What is the name of any of the businesses
17 that you operate?

18 A. Hipp Trucking & Excavating, LLC and Hipp
19 Snow & Management, LLC.

20 Q. They are both LLCs?
21 A. Yes.

22 Q. When were the LLCs established?

23 A. Let me think. November -- I think
24 November of 2006.

25 Q. What is the registered office of Hipp

1 Trucking & Excavating?

2 A. The address?

3 Q. Yes.

4 A. 2901 Stewart Drive, Suite 103, State
5 College, PA 16801.

6 Q. How long have you been at that address?

7 A. Four years.

8 Q. Is that the facility from which you
9 operate the trucks and other excavating
10 equipment --

11 A. Yes.

12 Q. -- or is there a different location?

13 A. No, that is the physical address.

14 Q. How many units of trucks or excavating
15 equipment do you own and operate? If you can give
16 me a description of ...

17 A. I have three tri-axle dump trucks, a
18 single axle dump truck, two backhoes and a skid
19 steer.

20 Q. What type of work do you generally engage
21 in?

22 A. We haul aggregates to Beavertown Block
23 which is located in Pleasant Gap. We did
24 subcontracting to Glenn O. Hawbaker. I've ceased
25 doing that since September of 2007.

1 Q. Where do you haul the aggregates from?

2 A. Tyrone to Pleasant Gap.

3 Q. Could you give me just an idea of who you
4 say your top five customers?

5 A. Beavertown Block -- really it would have
6 to be as of last year because it could change year
7 to year. Beavertown Block, Glenn O. Hawbaker, TC
8 Transport Hansen Aggregates and Stone Valley
9 Construction.

10 Q. Who keeps your books?

11 A. U.S. Accounting does my accounting.

12 Q. They also do your accounting work?

13 A. Yes.

14 Q. They are in State College?

15 A. Yes.

16 Q. I'm going to turn to the specifics of the
17 lawsuit pending against you, Mr. Hipp.

18 A. Okay.

19 Q. I'm going to give you and your attorney
20 copies of some documents we'll be talking about.
21 You should be familiar with them all.

22 A. Yes.

23 Q. The top one, down at the bottom you'll
24 see it's marked Exhibit 1.

25 A. Yes.

1 (Hipp Exhibit No. 1 marked for
2 identification, attached hereto.)

3 BY MR. SMITH:

4 Q. Do you recognize that, Mr. Hipp?

5 A. Yes.

6 Q. What is that?

7 A. The signature you mean?

8 Q. The whole thing. Is that the cardlock
9 agreement with J.J. Powell, Inc.?

10 A. Yes.

11 Q. Is that your signature down at the
12 bottom?

13 A. Yes.

14 Q. Is this the agreement that opened the
15 credit account, for lack of a better word, that
16 you maintained with J.J. Powell, Inc.?

17 A. Yes.

18 Q. Do you know, was this agreement amended
19 by any subsequent agreements? Did any of the
20 terms of it change by some other document is what
21 I'm asking.

22 A. Not that I'm aware of.

23 Q. Don't misunderstand my question. I don't
24 think so either, but the idea is to find out what
25 you think.

1 Was it ever terminated by a subsequent
2 agreement?

3 A. The cardlock agreement?

4 Q. Yes, sir.

5 A. There was a point where they had ceased
6 allowing us to use the cards, if that's what you
7 mean.

8 Q. Yes. That's one of the things I mean.
9 But was there a formal written statement that said
10 the agreement is over?

11 A. No.

12 Q. Would you take a look at the second page
13 that's attached to Exhibit 1.

14 A. Yes.

15 Q. Do you recognize that, too, Mr. Hipp?

16 A. Let's see. I'm not sure. I mean I don't
17 remember. I have to look in my -- to see if it's
18 in there.

19 Q. Please do.

20 A. I don't have it. I specifically remember
21 seeing this page. I mean

22 Q. But you can't recall if you saw the
23 second page?

24 A. No.

25 Q. Sitting here this morning, Mr. Hipp, do

1 you have any basis to dispute that the second page
2 wasn't part of the original agreement with J.J.
3 Powell, Inc.?

4 A. No.

5 Q. When suit was originally instituted
6 against you, Mr. Hipp, I filed a complaint and I
7 think I saw it there in your pile of papers. We
8 claimed a preliminary balance of just over
9 \$68,000.

10 A. Uh-huh.

11 Q. You, to your credit, have made a number
12 of payments in reduction of that amount. The
13 second document that I handed you is a current
14 printout of that account. I'd like you to take a
15 moment or two to examine that.

16 You'll see on page 1 that it commences
17 June 30, 2005 and then it follows through the
18 second page, third page and it concludes March 31,
19 2008. It shows a balance of 37,268.49. Do you
20 see where I'm looking?

21 A. Yes.

22 Q. Have you made an independent effort to
23 establish what you believe is owed, if anything,
24 by J.J. Powell, Inc.?

25 A. Yes.

1 Q. What do you think the amount is?

2 A. I think this is correct.

3 Q. And then would you also agree that it
4 correctly reflects the various payments you've
5 made in the interim?

6 A. Yes.

7 Q. Mr. Hipp, what are the prospects of
8 getting this balance paid?

9 A. Well, I'll do the best I can to pay it.
10 Business has been slow. Obviously the fuel prices
11 increased which is why I've gotten to the point
12 that I've gotten to. What is your actual
13 question? What do you want me to do?

14 Q. It was open-ended, and you answered it as
15 I anticipated you would. Let me ask you the next
16 question.

17 Do you have any reasons to advance this
18 morning that you or your counsel would believe --
19 I don't want to phrase it as a legal question.

20 Do you have any reasons to dispute the
21 validity of the underlying contract, is what I'm
22 saying. You don't dispute the balance? And I
23 guess implicit in that would be your agreement
24 that you don't dispute that you owe the money?

25 A. No, I --

1 MR. MURACCO: I'll object to the form of
2 the question. You by all means, Ron, can answer
3 the question.

4 THE WITNESS: No. I know that I owe the
5 money.

6 BY MR. SMITH:

7 Q. And the court costs and attorney's fees
8 as well?

9 A. Yes.

10 Q. I have no further questions for you,
11 Mr. Hipp.

12 MR. MURACCO: I have nothing.

13 THE REPORTER: Signature?

14 MR. MURACCO: We'll waive.

15 (At 10:47 the deposition was concluded.
16 Signature waived.)

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1 COMMONWEALTH OF PENNSYLVANIA)
2) SS
2 COUNTY OF ARMSTRONG)

3 I, Roberta Swank, Notary Public within
4 and for the Commonwealth of Pennsylvania, do
5 hereby certify that before the taking of the
deposition, the said deponent, RONALD D. HIPP, was
6 by me first duly sworn to testify to the truth,
the whole truth, and nothing but the truth, and
7 that the above deposition was recorded in
stenotype by me and reduced to typewriting under
my direction.

8 I further certify that the reading and
9 signing of the transcript of the deposition were
10 waived by the deponent and by counsel for the
respective parties and that the said deposition
11 constitutes a true record of the testimony given
by said deponent.

12 I further certify that I am not a
relative or employee or attorney or counsel or
13 financially interested directly or indirectly in
this action.

14 I further certify that the said
15 deposition was taken before me at the time and
place specified in the notice.

16 IN WITNESS WHEREOF, I have hereunto set
17 my hand and affixed my seal of office at
18 Kittanning, Pennsylvania, on May 8, 2008.

19 *Roberta Swank*

20 ROBERTA SWANK
21 NOTARY PUBLIC

22 NOTARIAL SEAL
23 Roberta Swank, Notary Public
24 Kittanning Twp., Armstrong County
25 My commission expires December 26, 2009

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11338

Firm Address

Company Name	Telephone Number	Fax Number	
HIPP Trucking & Excavating	814-234-2346	234-2352	
Mailing Address	City	State	Zip
2901 Stewart Drive	STATE COLLEGE	PA	16801
Street Address	City	State	Zip
Home Address	City	State	Zip
439 Norie Street	STATE COLLEGE	PA	16801
Cell # 571-4247			
CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED			
<input type="checkbox"/> Single Entity - Not a subsidiary <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> State <u>PA</u> <input type="checkbox"/> Partnership <input type="checkbox"/> Other		How Long in Business? <u>18 yr</u>	
Federl ID #: <u>25-1678856</u>		What Type of Business? <u>TRK & EXC</u>	

Legal Structure

Personal

References

List names of partners or corporate officers			
<u>Ronald D. Hipp</u>			
If in business less than 1 year please give name, address & length of time of employment for previous employment			
Owner or Officer	Title	Spouse's Name	
Ronald D. Hipp	President	Stefania Hipp	
Home Address	City	State	Zip
439 Norie Street	STATE COLLEGE	PA	16801
Previous Address	City	State	Zip
How Long? <u>7</u>			
Name of nearest relative not living with you	Relationship	Telephone Number	
Ron Agostinelli	Brother in law	(814) 237-6385	
Home Phone	Driver License # <u>200000770</u>	Social Security Number	Date of Birth
814-861-2528	State PA	167-56-1698	4/14/63
Have you ever filed Bankruptcy?	When?	Where?	
Yes	2002	PA	
Bank Name & Branch	City	State	Zip
NI HANLY BANK	STATE COLLEGE	PA	16801
Bank Officer	Account Number	Telephone Number	
Victoria	0200041742	814 272-2265	
Trade Reference	Account Number	Telephone Number	
Hunter Peterbilt	37240	814-768-7679	
Estimated Monthly Usage in Gallons	Person to contact regarding cards	Telephone Number	Extension
3,000 - 5,500	Ron (or Jim)	814-234-4550	

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 \$0 card minimum on any delinquent balance. 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.

EXHIBIT 1
WIT: <u>R. Hipp</u>
DATE: <u>4-10-08</u>
ASAP Court Reporting

Signed

Printed Name

Date

Ronald D. Hipp
Ronald D. Hipp
3/14/05

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.

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Aged Accounts Receiv-All Docs

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Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Running Balance	Extended Amounts	Extended Amounts	Extended Amounts
<u>Original Document</u>									
Type	Doc#	Date	Amount	Quantity	Reference	03/31/08	03/15/08	02/29/08	02/15/08
11338	HIPP TRUCKING & EXCAVATING	234-2346	RONALD P. HI	2,500.00	Last payment	/Credit limit (B 59)	Salesperson 99		
F/C	5181	06/30/05	136.10		Finance Charge	574.01			
Inv	5181	06/30/05	8,532.07	3,447.2		9,106.08			
F/C	5196	07/15/05	52.93		Finance Charge	9,159.01			
Inv	5196	07/15/05	7,128.58	2,829.5		16,287.59			
Pmt	58692	07/15/05	9,106.08-		9293	7,181.51			
Inv	5212	07/29/05	6,616.54	2,671.4		13,798.05			
F/C	5212	07/31/05	117.32		Finance Charge	13,918.37			
F/C	5227	08/15/05	171.67		Finance Charge	14,087.04			
Inv	5227	08/15/05	8,455.32	3,402.6		22,553.36			
F/C	5243	08/31/05	222.58		Finance Charge	22,775.94			
Inv	5243	08/31/05	7,723.31	2,891.4		30,499.25			
F/C	5268	09/15/05	287.74		Finance Charge	30,786.99			
Inv	5258	09/15/05	7,649.64	2,582.8		38,436.63			
F/C	5273	09/30/05	347.83		Finance Charge	38,784.46			
Inv	5273	09/30/05	8,113.14	2,818.6		46,897.60			4,397.60
Inv	5288	10/15/05	7,083.86	2,365.5		53,981.46			7,083.86
F/C	5288	10/15/05	407.81		Finance Charge	54,389.27			407.81
Inv	5304	10/31/05	7,508.63	2,603.5		61,897.90			7,508.63
Inv	5304	10/31/05	471.72		Finance Charge	62,369.62			471.72
Inv	5319	11/07/05	1,189.89	424.2		63,559.51			1,189.89
F/C	5319	11/15/05	469.92		Finance Charge	64,029.43			469.92
F/C	5334	11/30/05	471.30		Finance Charge	64,500.73			471.30
F/C	5349	12/15/05	483.76		Finance Charge	64,984.49			483.76
F/C	5368	12/31/05	487.38		Finance Charge	65,471.87			487.38
F/C	6015	01/15/06	491.04		Finance Charge	65,962.91			491.04
F/C	6031	01/31/06	494.72		Finance Charge	66,457.63			494.72
F/C	6046	02/15/06	498.43		Finance Charge	66,956.06			498.43
F/C	6059	02/28/06	502.17		Finance Charge	67,458.23			502.17
F/C	6074	03/15/06	505.94		Finance Charge	67,964.17			505.94
F/C	6090	03/31/06	506.92		Finance Charge	68,471.09			506.92
F/C	6105	04/15/06	506.92		Finance Charge	68,978.01			506.92
Inv	755	04/17/06	260.00		LEGAL FEES	69,238.01			260.00
F/C	6120	04/30/06	506.92		Finance Charge	69,744.93			506.92
F/C	6135	05/15/06	506.92		Finance Charge	70,251.85			506.92
F/C	6151	05/31/06	508.87		Finance Charge	70,760.72			508.87
F/C	6166	06/15/06	508.87		Finance Charge	71,269.59			508.87
Inv	66121	06/29/06	5,000.00-		10498	66,269.59			
F/C	6181	06/30/06	472.39		Finance Charge	66,741.98			472.39
F/C	6196	07/15/06	472.39		Finance Charge	67,214.37			472.39
F/C	6212	07/31/06	472.39		Finance Charge	67,686.76			472.39
F/C	6227	08/15/06	472.39		Finance Charge	68,159.15			472.39
Inv	67490	08/25/06	2,500.00-		10638	68,659.15			
Inv	67491	08/25/06	2,500.00-		10636	69,159.15			2,500.00-
F/C	6243	08/31/06	407.20		Finance Charge	69,566.35			407.20
Inv	68015	09/14/06	2,500.00-		10729	61,066.35			
Inv	6258	09/15/06	388.45		Finance Charge	61,454.80			388.45
Inv	6273	09/30/06	388.45		Finance Charge	61,843.25			388.45

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Aged Accounts Recsiv-All Docs

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Original Document						Running Balance	Future & /Credit limit (B \$9) Salesperson 99	Extended Amounts	Extended Amounts	Extended Amounts
Type	Doc#	Date	Amount	Quantity	Reference	03/31/08	03/15/08	02/29/08	02/15/08	
11338	HIPP TRUCKING & EXCAVATING	234-2346	RONALD D. HI	2,500.00	Last payment					
Pmt	68459	10/06/06	2,500.00-	11144		59,343.25				
F/C	6288	10/15/06	369.70		Finance Charge	59,712.95				369.70
F/C	6304	10/31/06	369.70		Finance Charge	60,082.65				369.70
Pmt	69107	11/03/06	2,500.00-	11184		57,582.65				
F/C	6319	11/15/06	351.83		Finance Charge	57,934.48				351.83
F/C	6334	11/30/06	351.83		Finance Charge	58,286.31				351.83
Pmt	69832	12/06/06	2,500.00-	11348		55,786.31				
F/C	6349	12/15/06	334.36		Finance Charge	56,120.67				334.36
F/C	6365	12/31/06	334.36		Finance Charge	56,455.03				334.36
Pmt	70512	01/08/07	2,500.00-	11396		53,955.03				
F/C	7015	01/15/07	315.61		Finance Charge	54,270.64				315.61
F/C	7031	01/31/07	315.61		Finance Charge	54,586.25				315.61
Pmt	71218	02/07/07	2,500.00-	11459		52,086.25				
F/C	7046	02/15/07	296.86		Finance Charge	52,383.11				296.86
F/C	7059	02/28/07	296.86		Finance Charge	52,679.97				296.86
Pmt	71738	03/05/07	2,500.00-	11513		50,179.97				
F/C	7074	03/19/07	278.11		Finance Charge	50,458.08				278.11
F/C	7090	03/31/07	278.11		Finance Charge	50,736.19				278.11
Pmt	72415	04/05/07	2,500.00-	11515		48,236.19				
F/C	7105	04/15/07	261.03		Finance Charge	48,497.22				261.03
F/C	7120	04/30/07	261.03		Finance Charge	48,758.25				261.03
Pmt	73375	05/15/07	2,500.00-	495		46,258.25				
F/C	7135	05/15/07	242.28		Finance Charge	46,500.53				242.28
F/C	7151	05/31/07	242.28		Finance Charge	46,742.81				242.28
Pmt	73946	06/12/07	2,500.00-	5443		44,242.81				
F/C	7165	06/15/07	223.53		Finance Charge	44,466.34				223.53
F/C	7181	06/30/07	223.53		Finance Charge	44,689.87				223.53
Pmt	74667	07/13/07	2,500.00-	11712		42,189.87				
F/C	7195	07/15/07	206.94		Finance Charge	42,395.81				206.94
F/C	7212	07/31/07	206.94		Finance Charge	42,603.75				206.94
F/C	7227	08/15/07	206.94		Finance Charge	42,810.69				206.94
Pmt	75568	08/23/07	2,500.00-	11807		40,310.69				
F/C	7243	08/31/07	188.19		Finance Charge	40,498.88				188.19
F/C	7258	09/15/07	188.19		Finance Charge	40,687.07				188.19
Pmt	76200	09/20/07	2,500.00-	11900		38,187.07				
F/C	7273	09/30/07	169.44		Finance Charge	38,356.51				169.44
F/C	7288	10/15/07	169.44		Finance Charge	38,525.75				169.44
F/C	7304	10/31/07	169.44		Finance Charge	38,695.39				169.44
Pmt	77205	11/06/07	2,500.00-	11998		36,195.39				
F/C	7319	11/15/07	153.30		Finance Charge	36,348.69				153.30
F/C	7334	11/20/07	153.30		Finance Charge	36,501.99				153.30
F/C	7349	12/15/07	153.30		Finance Charge	36,655.29				153.30
F/C	7365	12/31/07	153.30		Finance Charge	36,808.59				153.30
F/C	8015	01/15/08	153.30		Finance Charge	36,961.89				153.30
F/C	8031	01/31/08	153.30		Finance Charge	37,115.19				153.30
F/C	8046	02/15/08	153.30		Finance Charge	37,268.49				153.30
F/C	8060	02/29/08	153.30		Finance Charge	37,421.79				153.30

Apr. 14. 2008 10:44AM

No. 0660 P. 4

2008/04/14 10:41:38

Aged Accounts Receiv-All Docs

Page: 3

Doc #	Document	Original	Gallons	Reference		Extended	Extended	Extended
	Date	Amount	Purchased			Amounts	Amounts	Amounts
<u>Original Document</u>								
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future &	
11338	HIPP TRUCKING & EXCAVATING	234-2346	RONALD D. HI	2,500.00	Last payment	03/31/08	03/15/08	02/29/08
							/Credit limit (B 59)	02/15/08
F/C	8075	03/15/08	153.30		Finance Charge	37,575.09		153.30
F/C	8091	03/31/08	153.30		Finance Charge	37,728.39	153.30	
11338 Total.....						37,728.39	153.30	153.30 37,268.49

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

Active Accounts	37,728.39	153.30	153.30	37,268.49
* Total All Accounts *	37,728.39	153.30	153.30	37,268.49
* Total Uninvoiced *	0.00	0.00	0.00	
* Total Unpaid F/C *	19,788.41	153.30	153.30	19,328.51

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

J. J. POWELL, INC., :
Plaintiff : No. 2006-596-CD
vs. :
RONALD D. HIPP :
d/b/a HIPP TRUCKING & EXCAVATING, :
Defendant :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff, certify that I delivered a true, correct and certified copy of the **MOTION FOR SUMMARY JUDGMENT** and **certified copy SCHEDULING ORDER** to the Attorney for the Defendant on August 15, 2008 by U.S. First Class Postage Prepaid to the following address:

Dominic J. Muracco, Esquire
McQuaide Blasko
Attorneys at Law
811 University Drive
State College, PA 16801-6699

Respectfully submitted,



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

Date: August 15, 2008

FILED ^{NO CC}
010:58301
AUG 19 2008
W.M.

William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL, INC.
PO Box 30
Philipsburg, PA 16866

Plaintiff,

vs.

Docket No. 2k006 - 596 - CD

RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING
2901 Stewart Drive
State College, PA 16801

Type of Case: *Civil*

Defendant.

Medical Professional Liability
Action (check if applicable)

Type of Pleading:
*Defendant's Answer to Plaintiff's
Motion for Summary Judgment*

Filed on Behalf of:
*Ronald D. Hipp d/b/a Hipp Trucking
& Excavating*, Defendant

Counsel of Record for this Party:
Dominick J. Muracco, III, Esquire
PA I.D. Number 91381

811 University Drive
State College, PA 16802
(814) 238-4926


_____, Esquire

FILED NO CC
M 12:52 PM
SEP 08 2008
④

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 - 596 - CD

vs.

RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING,

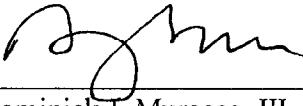
Defendant.

**DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted in part and denied in part. Defendant denies paragraph 8 to the extent said averments are conclusions of law to which no response is required. Defendant admits, however, that he owes said balance to Plaintiff.
9. Admitted. Defendant admits that he owes Plaintiff the amount of \$37,268.49 and any interest and fees as deemed applicable by this Court.

Respectfully submitted,

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Dominick J. Muracco, III
Attorneys for Defendant
RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

Dated: September 5, 2008

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

J. J. POWELL, INC., :
Plaintiff, : No. 2006 - 596 - CD
vs. :
RONALD D. HIPP d/b/a HIPP :
TRUCKING & EXCAVATING, :
Defendant. :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Answer to Plaintiff's Motion for Summary Judgment in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 5th day of September, 2008 to the attorney(s) of record:

Peter F. Smith, Esquire
30 South Second Street
PO Box 130
Clearfield, PA 16830

McQUAIDE, BLASKO,
FLEMING & FAULKNER, INC.

By: 

Dominick J. Muracco, III
Attorneys for Defendant
RONALD D. HIPP d/b/a HIPP
TRUCKING & EXCAVATING
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

FILED

SEP 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

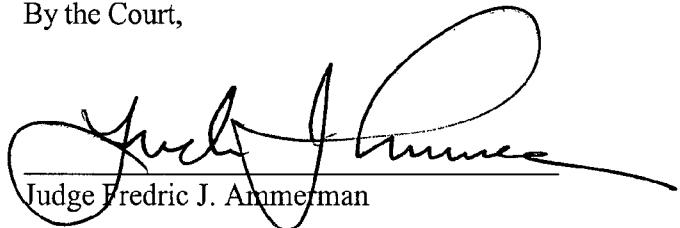
J. J. POWELL, INC., :
Plaintiff : No. 2006-596-CD
vs. :
RONALD D. HIPP :
d/b/a HIPP TRUCKING & EXCAVATING, :
Defendant :
:

ORDER & JUDGMENT

AND NOW this 2nd day of October, 2008 Plaintiff having filed a Motion for Summary Judgment and Defendant having filed an answer admitting his indebtedness as specified in Plaintiff's Motion, both parties being represented by counsel, it is,

ORDERED, AJUDGED and DECREED that Judgment is entered in favor of Plaintiff and against the Defendant in the amount of \$37,268.49 together with interest accruing at \$18.38 per day from March 31, 2008, attorney fees in the amount of \$712.60 and court costs.

By the Court,



Judge Fredric J. Ammerman

FILED ^{2cc}
01/11/08 ⁶¹⁰ Atty P. Smith
OCT 02 2008 (will serve)

S William A. Shaw
Prothonotary/Clerk of Courts 610

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-596-CD
vs.	:	
RONALD D. HIPP	:	
d/b/a HIPP TRUCKING & EXCAVATING,	:	

PREACIPE TO ENTER JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

Please enter judgment in favor of the Plaintiff and against the Defendant as directed in the Court's Order and Judgment entered in this matter on the 2nd day of October, 2008.

Respectfully submitted,

Date: 10/3/08



Peter F. Smith, Esquire
Attorney for Plaintiff

Cc: J.J Powell, Inc.

FILED Atty pd. 20.00
01/02/2011 Notice to Def.
OCT 06 2008 Statement to Atty
S William A. Shaw
Prothonotary/Clerk of Courts (GIC)

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

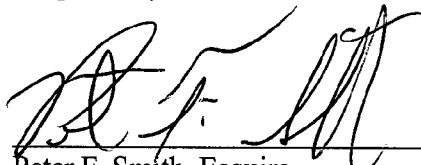
J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-596-CD
vs.	:	
RONALD D. HIPP	:	
d/b/a HIPP TRUCKING & EXCAVATING,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff, certify that I sent a true, correct and certified copy of the **ORDER and JUDGMENT** to the Attorney for the Defendant on October 3, 2008 by U.S. First Class Postage Prepaid to the following address:

Dominic J. Muracco, Esquire
McQuaide Blasko
Attorneys at Law
811 University Drive
State College, PA 16801-6699

Respectfully submitted,



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

Date: October 3, 2008

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

CC/

J. J. POWELL , INC., :
Plaintiff : No. 2006-596-CD
:
VS. :
:
RONALD D. HIPP :
d/b/a HIPP TRUCKING & EXCAVATING, :
Defendant :
:

Notice is given that a Order and Judgment has been entered of record in Clearfield County against RONALD D. HIPP d/b/a HIPP TRUCKING & EXCAVATING, Defendant, and in favor of the Plaintiff in the amount of \$37,268.49, plus interest at \$18.38 per day from March 31, 2008, attorney's fees of \$712.60 and costs.

Prothonotary

By William H. Bier 10/10/08 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.: 2006-00596-CD

Real Debt: \$37,268.49 plus interest at \$18.38
per day from March 31, 2008, attorney's fees of
\$712.60 and costs

Atty's Comm: \$

Vs.

Costs: \$

Ronald D. Hipp
Hipp Trucking & Excavating
Defendant(s)

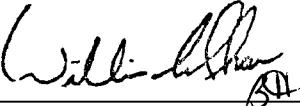
Entry: \$20.00

Instrument: Court-Ordered

Date of Entry: October 6, 2008

Expires: October 6, 2013

Certified from the record this 6th day of October, 2008.



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: 2006-596-CD
vs. :
RONALD D. HIPP, d/b/a :
HIPP TRUCKING & EXCAVATING, :
Defendant :
and :
NITTANY BANK, :
Garnishee :

FILED 01/09/01 Piff pd. 20.00
JAN 06 2009 3 Writs to Atty
William A. Shaw
Prothonotary/Clerk of Courts
GHD

PRAECIPE FOR WRIT OF EXECUTION

TO: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. Kindly issue writ of execution in the above matter directed to the Sheriff of CENTRE COUNTY against RONALD D. HIPP, d/b/a HIPP TRUCKING & EXCAVATING, Defendant, and NITTANY BANK, as Garnishee.

2. This Writ should be indexed against:

- a. RONALD D. HIPP, d/b/a HIPP TRUCKING & EXCAVATING, Defendant; and,
- b. NITTANY BANK, Garnishee

and the following property:

All cash, chattel, vehicles, including trucks, tools, equipment, miscellaneous or personal property (tangible or intangible) or choses in action owned by, owing to or held on behalf of the Defendant, RONALD D. HIPP, d/b/a HIPP TRUCKING & EXCAVATING.

3. The amounts due are as follows:

a)	Amount of Judgment	\$37,268.49
b)	Costs of Suit (to be added)	\$ _____
c)	Interest from 03/31/08 at the statutory rate of 18.00% per annum	\$ _____
d)	Attorney fees (reasonable and actually incurred)	\$ <u>712.60</u>
	Preliminary Total	\$37,981.09
Date:	Prothonotary's costs	\$ <u>125.00</u>
	FINAL TOTAL	\$ _____

Date:

1/2/09



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. 2006-596-CD

vs.

RONALD D. HIPP, d/b/a

HIPP TRUCKING & EXCAVATING

Defendant

and

Nittany Bank

2541 East College Avenue

State College, PA 16801

Garnishee

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Centre County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the property owned by the Defendant as follows:

All cash, chattel, vehicles, including trucks, tools, equipment, miscellaneous or personal property tangible, intangible personal property or choses in action owned by, owing to or held on behalf of the Defendant, RONALD D. HIPP, d/b/a HIPP TRUCKING & EXCAVATING.

2. You are also directed to attach the property of the defendant not levied upon in the possession of NITTANY BANK, GARNISHEE, as follows:

All cash, chattel, vehicles, including trucks, tools, equipment, miscellaneous or personal property (tangible or intangible) choses in action owned by, owing to or held on behalf of the Defendant, RONALD D. HIPP, d/b/a HIPP TRUCKING & EXCAVATING and to notify the garnishee that: (a) an attachment has been issued; (b) the garnishee are enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

4. Amounts due:

a)	Amount of Judgment	\$37,268.49
b)	Costs of Suit (to be added)	\$_____
c)	Interest accrued to 03/31/08 at 18.00% per annum	\$_____
d)	Attorney fees (reasonably and actually incurred)	\$ 712.60
Preliminary Total		\$37,981.09

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$_____

5. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of Defendant.

Prothonotary

By:

William H. Ba 1/16/09
Deputy

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

J. J. POWELL, INC.,

Plaintiff

NO. 2006-596-CD

vs.

RONALD D. HIPP, d/b/a

HIPP TRUCKING & EXCAVATING

Defendant

and

Nittany Bank

2541 East College Avenue

State College, PA 16801

Garnishee

CLAIM FOR EXEMPTION

To the Sheriff of Centre County:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

 (i) Set aside in kind (specify property to be set aside in kind):

 (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: in cash in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CENTRE COUNTY

Centre County Sheriff
213 East High Street
Bellefonte, PA 16823

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

J. J. POWELL, INC., :
Plaintiff : NO. 2006-596-CD
vs. :
:

RONALD D. HIPP, d/b/a :
HIPP TRUCKING & EXCAVATING :
Defendant :
:

and :
:

Nittany Bank
2541 East College Avenue
State College, PA 16801
Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 ext. 5982