

06-606-CD
JJ Powell Inc vs Sharon Lawton et al

2006-606-CD
JJ Powell vs Sharon Lawton et al

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

J.J. POWELL, INC.,

Plaintiff

No. 2006- 606-CJ

VS.

SHARON LAWTON
d/b/a LAWTON TRUCKING a/k/a
LAWTON CONSTRUCTION,
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
O/10:57am *acc 5/1/06*
APR 19 2006 *ICC Atty*
pd \$85.00 *WAS*

William A. Shaw
Prothonotary

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
SHARON LAWTON	:	
d/b/a LAWTON TRUCKING a/k/a	:	
LAWTON CONSTRUCTION,	:	
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.	:	
SHARON LAWTON	:	
d/b/a LAWTON TRUCKING a/k/a	:	
LAWTON CONSTRUCTION	:	
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 **SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a LAWTON CONSTRUCTION**, with business address of 156 Peppermill Road, Bloomsburg, Columbia County, Pennsylvania 17815.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. Commencing on or before September 30, 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 September 13, 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 September 30, 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.

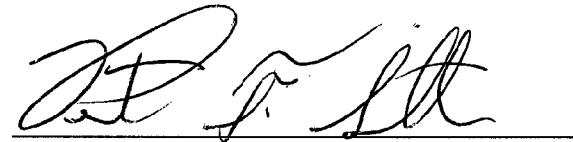
15. As of March 31, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$70,291.96
B)	Finance Charges to 03/31/06	\$13,763.96
C)	Finance Charges accruing at \$35.15 per day from 03/31/06 (to be added)	\$

D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$_____
PRELIMINARY TOTAL		\$84,055.92
FINAL TOTAL		\$_____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Sharon Lawton d/b/a Lawton Trucking a/k/a Lawton Construction in the amount of \$84,055.92 together with interest accruing after March 31, 2006, reasonable attorney fees and court costs.

Respectfully submitted,



Date: April 18, 2006

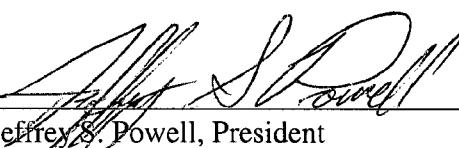
Peter F. Smith, Esquire
Attorney for Plaintiff

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 17, 2006

By: 
Jeffrey S. Powell, President

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

J. J. Powell, Inc.
PO Box 30
Philipsburg, PA 16866

604 206
SM

① #10931 (Krause)
Date 9/13/04 #11272
② Lauter Trucking

Firm Address

Company Name <i>Lauter Construction</i>	Telephone Number <i>570-389-0637</i>	Fax Number
Mailing Address <i>156 Peppermill Rd</i>	City <i>Bloomsburg</i>	State <i>PA</i> Zip <i>17815</i>
Street Address	City	State
Home Address	City	State
		Zip

Legal Structure

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED			
<input type="checkbox"/> Single Entity – Not a subsidiary	<input type="checkbox"/> Corporation	How Long in Business? <i>12 yr.</i>	
<input type="checkbox"/> State _____	<input type="checkbox"/> Partnership	What Type of Business? <i>Trucking</i>	
<input type="checkbox"/> Other			
List names of partners or corporate officers <i>Sharon Lauter</i> <i>Laurie Lauter</i> <i>Excavating</i>			
If in business less than 1 year please give name, address & length of time of employment for previous employment:			
Owner or Officer <i>Sharon Lauter</i>	Title	Spouse's Name	
Home Address <i>156 Peppermill Rd</i>	City <i>Bloomsburg</i>	State <i>PA</i>	Zip <i>17815</i> How Long? <i>Own</i> <i>Buying</i> <i>Renting</i>
Previous Address <i>156 Peppermill Rd</i>	City	State	Zip How Long?
Name of nearest relative not living with you		Relationship	Telephone Number
Home Phone <i>389-0637</i>	Driver License #	Social Security Number <i>211-33-9407</i>	Date of Birth <i>4/13/02</i>
Have you ever filed Bankruptcy? <i>No</i>	When?	Where?	
Bank Name & Branch <i>First National</i>	City <i>Bloomsburg</i>	State <i>PA</i>	Zip <i>17815</i>
Bank Officer	Account Number	Telephone Number	
Trade Reference	Account Number	Telephone Number	
Estimated Monthly Usage in Gallons	Person to contact regarding cards	Telephone Number	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 _____

Printed Name _____

Date _____

9/13/04 Lauter Trucking #11272

OK

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.

Aging Periods: SM SEMI MONTHLY BILLING

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

Customer # 11272

Comments: No

Original Document						Net Receivable	Future & 03/31/06	03/15/06	02/28/06	02/15/06
Type	Doc#	Date	Amount	Quantity	Reference					
11272 LAWTON TRUCKING 570-389-0637 SHARON/LARUE LAWTON 200.00/Last payment /Credit limit (B SM) Salesperson 99										
Inv	4274	09/30/04	2,952.91	1,353.2		0.00				
Inv	4289	10/15/04	4,060.94	1,770.3		0.00				
Pmt	53137	10/25/04	2,000.00-		6834	0.00				
Inv	4305	10/29/04	4,185.69	1,751.7		0.00				
F/C	4305	10/31/04	7.15		Finance Charge	0.00				
Pmt	53509	11/10/04	2,000.00-		6879	0.00				
F/C	4320	11/15/04	22.60		Finance Charge	0.00				
Inv	4320	11/15/04	5,450.78	2,459.5		0.00				
F/C	4335	11/30/04	54.00		Finance Charge	54.00				54.00
Inv	4335	11/30/04	4,714.25	2,097.7		4,594.32				4,594.32
Pmt	54296	12/15/04	2,000.00-		6942	0.00				
Inv	4350	12/15/04	5,168.15	2,447.9		5,168.15				5,168.15
F/C	4350	12/15/04	79.88		Finance Charge	79.88				79.88
Inv	4366	12/31/04	4,096.63	1,875.1		4,096.63				4,096.63
F/C	4366	12/31/04	115.23		Finance Charge	115.23				115.23
Inv	5015	01/15/05	5,676.25	2,625.5		5,676.25				5,676.25
F/C	5015	01/15/05	154.00		Finance Charge	154.00				154.00
Pmt	54898	01/17/05	1,000.00-		7022	0.00				
Pmt	55006	01/24/05	2,000.00-		7036	0.00				
Inv	5031	01/31/05	5,969.93	2,639.3		5,969.93				5,969.93
F/C	5031	01/31/05	162.22		Finance Charge	162.22				162.22
Pmt	55192	02/04/05	1,000.00-		7075	0.00				
Inv	5046	02/15/05	5,939.59	2,690.1		5,939.59				5,939.59
F/C	5046	02/15/05	197.29		Finance Charge	197.29				197.29
Inv	5059	02/28/05	4,683.98	2,064.3		4,683.98				4,683.98
F/C	5059	02/28/05	197.29		Finance Charge	197.29				197.29
Pmt	55711	03/02/05	2,500.00-		7119	0.00				
Inv	5074	03/15/05	5,922.71	2,473.7		5,922.71				5,922.71
F/C	5074	03/15/05	223.37		Finance Charge	223.37				223.37
Inv	5090	03/31/05	7,340.70	3,005.2		7,340.70				7,340.70
F/C	5090	03/31/05	303.05		Finance Charge	303.05				303.05
Pmt	56553	04/11/05	1,000.00-		7221	0.00				
Inv	5105	04/15/05	6,274.66	2,534.8		6,274.66				6,274.66
F/C	5105	04/15/05	340.14		Finance Charge	340.14				340.14
Inv	5120	04/29/05	6,883.59	2,855.8		6,883.59				6,883.59
F/C	5120	04/30/05	395.19		Finance Charge	395.19				395.19
Pmt	57106	05/10/05	1,000.00-		7303	0.00				
Inv	5135	05/13/05	5,357.56	2,270.0		5,357.56				5,357.56
F/C	5135	05/15/05	434.75		Finance Charge	434.75				434.75
Inv	5151	05/20/05	2,383.89	1,025.2		2,383.89				2,383.89
F/C	5151	05/31/05	486.38		Finance Charge	486.38				486.38
F/C	5166	06/15/05	526.56		Finance Charge	526.56				526.56
Pmt	58143	06/23/05	500.00-		7387	0.00				
F/C	5181	06/30/05	540.69		Finance Charge	540.69				540.69
F/C	5196	07/15/05	540.69		Finance Charge	540.69				540.69
F/C	5212	07/31/05	540.69		Finance Charge	540.69				540.69
Pmt	59225	08/10/05	700.00-		7501	0.00				
F/C	5227	08/15/05	535.44		Finance Charge	535.44				535.44

Aging Periods: SM SEMI MONTHLY BILLING

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

Customer # 11272

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
11272 LAWTON TRUCKING 570-389-0637 SHARON/LARUE LAWTON						200.00/Last payment	/Credit limit (B SM) Salesperson 99			
F/C	5243	08/31/05	535.44		Finance Charge	535.44				535.44
Pmt	59813	09/08/05	700.00-		7561	0.00				
F/C	5258	09/15/05	530.19		Finance Charge	530.19				530.19
F/C	5273	09/30/05	530.19		Finance Charge	530.19				530.19
F/C	5288	10/15/05	530.19		Finance Charge	530.19				530.19
F/C	5304	10/31/05	530.19		Finance Charge	530.19				530.19
F/C	5319	11/15/05	530.19		Finance Charge	530.19				530.19
Pmt	61475	11/21/05	200.00-		7697	0.00				
F/C	5334	11/30/05	528.69		Finance Charge	528.69				528.69
F/C	5349	12/15/05	528.69		Finance Charge	528.69				528.69
F/C	5365	12/31/05	528.69		Finance Charge	528.69				528.69
F/C	6015	01/15/06	528.69		Finance Charge	528.69				528.69
Pmt	62727	01/23/06	200.00-		7840	0.00				
F/C	6031	01/31/06	527.19		Finance Charge	527.19				527.19
F/C	6046	02/15/06	527.19		Finance Charge	527.19				527.19
F/C	6059	02/28/06	527.19		Finance Charge	527.19				527.19
F/C	6074	03/15/06	527.19		Finance Charge	527.19				527.19
F/C	6090	03/31/06	527.19		Finance Charge	527.19	527.19			
11272 Total.....						84,055.92	527.19	527.19	527.19	82,474.35

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

Active Accounts

84,055.92	527.19	82,474.35
	527.19	527.19

* Total All Accounts *

84,055.92	527.19	82,474.35
	527.19	527.19

* Total Uninvoiced *

0.00	0.00	0.00

* Total Unpaid F/C *

13,763.96	527.19	12,182.39
	527.19	527.19

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 18, 2006

HAND DELIVER

William A. Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

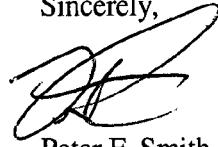
Re: J. J. Powell, Inc. v. Sharon Lawton d/b/a Lawton Trucking a/k/a Lawton
Construction

Dear Mr. Shaw:

I enclose an original and two copies of a Complaint along with a check in the amount of \$85.00 for the filing fee.

Please file the original and certify the two copies. Forward one copy to Sheriff Hawkins along with the enclosed envelope and return the remaining copy to me.

Sincerely,



Peter F. Smith

PFS/hab

Enclosures

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101459
NO: 06-606-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a
LAWTON CONSTRUCTION

SHERIFF RETURN

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

NOW, May 16, 2006 AT 2:15 PM SERVED THE WITHIN COMPLAINT ON SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a LAWTON CONSTRUCTION, DEFENDANT. THE RETURN OF COLUMBIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/15/2006
MAY 31 2006 LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101459
NO: 06-606-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a
LAWTON CONSTRUCTION

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	28818	10.00
SHERIFF HAWKINS	J.J.POWELL INC	28818	30.00
COLUMBIA CO.	J.J.POWELL INC	28819	50.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Marilyn Harr

TIMOTHY T. CHAMBERLAIN



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

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

J.J. POWELL INC

Docket # 606CFW2006

VS

COMPLAINT

SHARON LAWTON
LAWTON TRUCKING
LAWTON TRUCKING

SHERIFF'S COST \$ 50.00 PAID

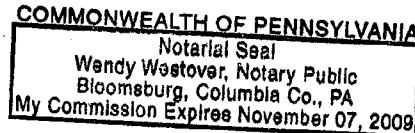
AFFIDAVIT OF SERVICE

NOW, THIS TUESDAY, MAY 16, 2006, AT 2:15 PM, SERVED THE WITHIN COMPLAINT UPON
SHARON LAWTON DBA LAWTON TRUCKING AKA LAWTON CONST AT 156
PEPPERMILL ROAD, BLOOMSBURG BY HANDING TO SHARON, DEFENDANT, A TRUE AND
ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS
THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS TUESDAY, MAY 16, 2006

Wendy Westover
NOTARY PUBLIC



Timothy T. Chamberlain

X _____
TIMOTHY T. CHAMBERLAIN
SHERIFF

J. Carter
X _____
J. CARTER
DEPUTY SHERIFF



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

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

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

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101459

TERM & NO. 06-606-CD

J.J. POWELL, INC.

COMPLAINT

VS.

SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a
LAWTON CONSTRUCTION

SERVE BY: 05/19/06

MAKE REFUND PAYABLE TO J.J. POWELL INC.

SERVE: SHARON LAWTON d/b/a LAWTON TRUCKING a/k/a LAWTON CONSTRUCTION

ADDRESS: 156 PEPPERMILL ROAD, BLOOMSBURG, PA 17815

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF COLUMBIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED
MAY 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL, INC., :
Plaintiff : No. 2006-606-CD
vs. :
SHARON LAWTON : Prior
d/b/a LAWTON TRUCKING a/k/a :
LAWTON CONSTRUCTION, :
Defendant :
: *4*

PRAECIPE TO DISCONTINUE

To: William A. Shaw, Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that the judgment entered against SHARON LAWTON, d/b/a LAWTON TRUCKING, a/k/a LAWTON CONSTRUCTION, be marked DISCONTINUED.

Respectfully submitted,



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

Date: *3-20-13*

cc: J. J. Powell, Inc.

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