

06-811-CD  
JJ Powell vs Dale J Read et al

2006-811-CD  
JJ Powell vs Dale Read et al

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

J.J. POWELL, INC.,

Plaintiff

No. 2006- 811-CD

vs.

DALE J. READ

d/b/a CHAZDALE TRUCKING,  
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 *CCAtty*  
MAY 10 2006 *CCShf*  
MAY 23 2006 *Atty pd.*  
William A. Shaw *85.00*  
Prothonotary/Clerk of Courts

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
DALE J. READ	:	
d/b/a CHAZDALE TRUCKING,	:	
Defendant	:	

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or other rights important to you.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

***AMERICANS WITH DISABILITIES ACT OF 1990***

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

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
DALE J. READ	:	
d/b/a CHAZDALE TRUCKING,	:	
Defendant	:	

**COMPLAINT**

COMES NOW, J. J. Powell, Inc., by its attorney Peter F. Smith, who states in support of this complaint:

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.
2. The name of the Defendant is **DALE J. READ d/b/a CHAZDALE TRUCKING**, with business address of 5867 Tyrone Pike, Tyrone, Blair County, Pennsylvania 16686.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. Commencing on or before April 29, 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 April 2, 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 April 29, 2004 and continuing until April 30, 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 April 30, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$25,107.19
B)	Finance Charges to 04/30/06	\$ 5,982.44
C)	Finance Charges accruing at \$12.55 per day from 04/30/06 (to be added)	\$
D)	Attorney fees (to be added)	\$

E)	Court costs (to be added)	\$ _____
	PRELIMINARY TOTAL	\$31,089.63
	FINAL TOTAL	\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Dale J. Read d/b/a Chazdale Trucking in the amount of \$31,089.63 together with interest accruing after April 30, 2006, reasonable attorney fees and court costs.

Respectfully submitted,

Date: 5/17/06

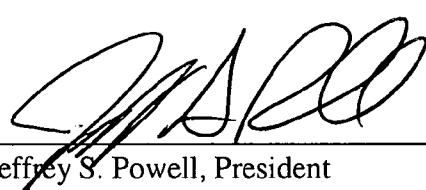
  
Peter F. Smith, Esquire  
Attorney for Plaintiff

## 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: 5/18/06

By:   
Jeffrey S. Powell, President

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

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

11201  
4-2-04  
Date

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

FIRM ADDRESS

Company Name	Telephone Number	Fax Number	
Chazdale Trucking			
Mailing Address	City	State	Zip
5867 Tyrone Pike			
Street Address	City	State	Zip
Tyrone Pa 16686			
Home Address	City	State	Zip
Same			

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

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?	
State _____			
<input type="checkbox"/> Partnership		What Type of Business?	
<input type="checkbox"/> Other			

Federal ID # 25-1898863

3 yrs

Trucking

PERSONAL

Owner or Officer	Title	Spouse's Name		
Dale J Read	Owner			
Home Address	City	State	Zip	How Long?
5867 Tyrone Pike	Tyrone	Pa	16686	Own _____ Renting _____
Buying _____				
Previous Address	City	State	Zip	How Long?
				6

REFERENCES

Name of nearest relative not living with you	Relationship	Telephone Number	
DIS Knepp	mother	857-9350	
Home Phone	Driver License Number	Social Security Number	Date of Birth
814-686-0444	22-34402L	205-54-4630	10-12-88
Have you ever filed Bankruptcy? When?	Where?		
Na			
Bank Name & Branch	City	State	Zip
CNB	Clearyfield	Pa	16830
Bank Officer	Account Number	Telephone Number	
CNB			
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.

Not withstanding 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

Dale J Read

Dale J Read

4-02-04

#### 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 or whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier.
7. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier.
9. All terms and conditions of this agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
10. A handling fee will be charged for all checks returned from the bank for any reason.

Aging Periods: M3 MONTHLY BILLING

Customer # 11201

Aging Date: 04/30/06 Aged by Trans. Date

Comments: No

Original Document						Net Receivable	Future &	04/30/06	03/31/06	02/28/06	01/31/06
Type	Doc#	Date	Amount	Quantity	Reference						
11201 CHAZDALE TRUCKING 686-0444											
300.00/Last payment /Credit limit (B M3 ) Salesperson 99											
Inv	4121	04/29/04	1,664.23	948.0		0.00					
F/C	4152	05/31/04	24.96		Finance Charge	0.00					
Inv	4152	05/31/04	4,506.57	2,471.9		0.00					
Pmt	50004	06/03/04	1,800.00-		76279	0.00					
Pmt	50420	06/17/04	1,000.00-		1046	0.00					
F/C	4182	06/30/04	50.94		Finance Charge	0.00					
Inv	4182	06/30/04	3,568.51	1,983.7		0.00					
Pmt	50868	07/12/04	2,000.00-		1053	0.00					
Pmt	51211	07/28/04	1,000.00-		1061	0.00					
Inv	4213	07/30/04	3,364.61	1,791.0		0.00					
Pmt	51256	07/31/04	1,000.00-		CASH	0.00					
F/C	4213	07/31/04	44.46		Finance Charge	0.00					
Pmt	51743	08/23/04	2,000.00-		CASH	0.00					
Pmt	51861	08/30/04	1,500.00-		77239 - CASH	0.00					
Inv	4244	08/30/04	4,379.13	2,212.0		0.00					
F/C	4244	08/31/04	43.20		Finance Charge	0.00					
Pmt	52334	09/16/04	2,500.00-		CASH 79017	0.00					
Inv	4274	09/29/04	6,315.84	3,072.8		0.00					
F/C	4274	09/30/04	71.38		Finance Charge	0.00					
Pmt	52599	10/05/04	1,000.00-		CREDIT CARD	0.00					
Pmt	53051	10/20/04	2,000.00-		79851	0.00					
F/C	4305	10/31/04	121.79		Finance Charge	0.00					
Inv	4305	10/31/04	7,646.25	3,280.9		0.00					
Pmt	53360	11/08/04	4,200.00-		1137	0.00					
Pmt	53548	11/12/04	2,500.00-		1148	0.00					
Inv	4335	11/25/04	5,885.99	2,593.7		0.00					
F/C	4335	11/30/04	136.63		Finance Charge	0.00					
Pmt	54009	12/07/04	1,000.00-		1169	0.00					
Pmt	54352	12/20/04	1,500.00-		1180	0.00					
Inv	4366	12/30/04	7,009.94	3,229.4		3,634.43					3,634.43
Pmt	54513	12/31/04	1,500.00-		1188	0.00					
F/C	4366	12/31/04	167.82		Finance Charge	167.82					167.82
Pmt	54657	01/11/05	1,000.00-		1195	0.00					
Pmt	55042	01/26/05	2,000.00-		1212	0.00					
Inv	5031	01/31/05	5,123.48	2,326.9		5,123.48					5,123.48
F/C	5031	01/31/05	227.97		Finance Charge	227.97					227.97
Pmt	55457	02/14/05	1,500.00-		1226	0.00					
Pmt	55536	02/18/05	1,800.00-		1245	0.00					
Inv	5059	02/26/05	7,001.16	3,127.8		7,001.16					7,001.16
Pmt	55682	02/28/05	500.00-		1254	0.00					
F/C	5059	02/28/05	170.97		Finance Charge	170.97					170.97
Pmt	55791	03/07/05	1,200.00-		1258	0.00					
Pmt	56034	03/14/05	1,000.00-		1261	0.00					
Pmt	56212	03/25/05	2,500.00-		1269	0.00					
Inv	5090	03/30/05	6,374.72	2,626.1		6,374.72					6,374.72
F/C	5090	03/31/05	284.39		Finance Charge	284.39					284.39
Inv	5120	04/23/05	1,737.48	722.0		1,737.48					1,737.48
F/C	5120	04/30/05	380.01		Finance Charge	380.01					380.01

Aging Periods: M3 MONTHLY BILLING

Customer # 11201

Aging Date: 04/30/06 Aged by Trans. Date

Comments: No

Original Document						Net	Future &			
Type	Doc#	Date	Amount	Quantity	Reference	Receivable	04/30/06	03/31/06	02/28/06	01/31/06
11201	CHAZDALE TRUCKING	686-0444				300.00/Last payment		/Credit limit (B M3 )	Salesperson 99	
Inv	5151	05/10/05	1,235.92	524.1		1,235.92				1,235.92
Pmt	57552	05/31/05	200.00-	1301		0.00				
F/C	5151	05/31/05	403.07		Finance Charge	403.07				403.07
Pmt	57717	06/07/05	300.00-	1321		0.00				
F/C	5181	06/30/05	417.11		Finance Charge	417.11				417.11
F/C	5212	07/31/05	417.11		Finance Charge	417.11				417.11
Pmt	58994	08/04/05	200.00-	1339		0.00				
Pmt	59346	08/15/05	400.00-	1347		0.00				
Pmt	59460	08/22/05	300.00-	1351		0.00				
Pmt	59605	08/30/05	300.00-	1354		0.00				
F/C	5243	08/31/05	399.11		Finance Charge	399.11				399.11
Pmt	60291	09/29/05	200.00-	1359		0.00				
F/C	5273	09/30/05	396.11		Finance Charge	396.11				396.11
F/C	5304	10/31/05	396.11		Finance Charge	396.11				396.11
F/C	5334	11/30/05	396.11		Finance Charge	396.11				396.11
Pmt	61990	12/13/05	200.00-	1368		0.00				
F/C	5365	12/31/05	393.11		Finance Charge	393.11				393.11
Pmt	62293	01/03/06	200.00-	1141		0.00				
F/C	6031	01/31/06	390.11		Finance Charge	390.11				390.11
F/C	6059	02/28/06	390.11		Finance Charge	390.11				390.11
Pmt	63626	03/07/06	600.00-	1105		0.00				
Pmt	64030	03/27/06	300.00-	1116		0.00				
F/C	6090	03/31/06	376.61		Finance Charge	376.61				376.61
F/C	6120	04/30/06	376.61		Finance Charge	376.61	376.61			
11201 Total.....						31,089.63	376.61	376.61	390.11	29,946.30

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

Active Accounts	31,089.63	376.61	29,946.30
	376.61	390.11	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101567  
NO: 06-811-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: DALE J. READ d/b/a CHAZDALE TRUCKING

**SHERIFF RETURN**

---

NOW, May 23, 2006, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DALE J. READ d/b/a CHAZDALE TRUCKING.

NOW, May 25, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON DALE J. READ d/b/a CHAZDALE TRUCKING, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED  
JUL 11 2006  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101567  
NO: 06-811-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.  
vs.  
DEFENDANT: DALE J. READ d/b/a CHAZDALE TRUCKING

**SHERIFF RETURN**

---

NOW, June 07, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DALE J. READ d/b/a CHAZDALE TRUCKING.

NOW, June 19, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON DALE J. READ d/b/a CHAZDALE TRUCKING, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT SERVED"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101567  
NO: 06-811-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.  
vs.  
DEFENDANT: DALE J. READ d/b/a CHAZDALE TRUCKING

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL	28880	10.00
SHERIFF HAWKINS	J.J.POWELL	28880	26.00
BLAIR CO. SHFF.	J.J.POWELL	28881	35.00
CENTRE CO. SHFF.	J.J.POWELL	28917	39.00

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

PER: PD Centre Co 5/25/06  
DATE RECEIVED DAD/JTC

101567

DATE PROCESSED

# SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

61964T

## SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

### INSTRUCTIONS:

Print legibly, insuring readability of all copies.  
Do not detach any copies. BCSD ENV. #

1. PLAINTIFF(S)

2. COURT NUMBER

3. DEFENDANT(S)

4. TYPE OF WRIT OR COMPLAINT

SERVE

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

AT

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

7. INDICATE UNUSUAL SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  REGISTERED MAIL  POSTED  OTHER

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR 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 BLAIR 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 sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

JJ Powell

10. TELEPHONE NUMBER

11. DATE

PLAINTIFF  
 DEFENDANT

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

12. I acknowledge receipt of the writ or complaint as indicated above

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

13. Date Received

14. Expiration/Hearing date

15. I hereby CERTIFY and RETURN that I  have personally served,  have served person in charge,  have legal evidence of service as shown in "Remarks" (on reverse)  have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing or posting a TRUE and ATTESTED COPY thereof

16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above (See remarks below)

17. Name and title of individual served

18. A person of suitable age and discretion then residing in the defendant's usual place of abode

Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

22. ATTEMPTS	Date	Miles	Dep. Int.												
1							5/24			5/25					

23. Advance Costs  24.  25.  26.  27. Total Costs  28. COST DUE OR REFUND

\$150.00  150.00  24.  25.  26.  27. 300.50  35.00  28. 115.00

30. REMARKS

This is Control Court  
P.P. 107 01/10

SO ANSWER.

AFFIRMED and subscribed to before me this

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of

Signature of Sheriff

Date

NOTARY PUBLIC

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

## **SHERIFF'S RETURN OF SERVICE**

( ) (1) The within \_\_\_\_\_ upon \_\_\_\_\_, the within named defendant by mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid, a true and attested copy thereof at \_\_\_\_\_

The return receipt signed by \_\_\_\_\_ defendant on the \_\_\_\_\_ is hereto attached and made part of this return.

( ) (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at \_\_\_\_\_ in the following manner.

( ) (a) To the defendant by ( ) registered ( ) certified mail, return receipt requested, postage prepaid, addressee only on the \_\_\_\_\_, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

( ) (b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the \_\_\_\_\_

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

( ) (3) By publication in a daily publication of general circulation in the County of Blair, Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing \_\_\_\_\_

The affidavit from said publication is hereto attached.

( ) (4) By mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid, on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The \_\_\_\_\_ returned by the Postal Authorities marked \_\_\_\_\_ is hereto attached.

( ) (5) Other \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SHERIFF'S OFFICE

## CENTRE COUNTY

719  
101567

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)

JJ Powell, Inc

2. Case Number

06-811

3. Defendant(s)

Dale J Reed abls Chazdale Trucking

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.

Dale Reed abls chazdale Trucking

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

5867 Tyrone Pike, Tyrone, Pa 166866

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 CCSO Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ m., at \_\_\_\_\_, 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 19 day of June, 20 06, at 8:00 o'clock, A M.

Defendant not found because:

Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant \_\_\_\_\_ Other \_\_\_\_\_

Remarks: Bankruptcy #06-01176/MAZZEI ASS. 412-765-3606

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Amount Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>5.00</u>	<u>—</u>	<u>2.50</u>	<u>21.00</u>	<u>.50</u>	<u>1.00</u>	<u>39.00</u>	<u>36.00</u>

17. AFFIRMED and subscribed to before me this 29

So Answer.

18. Signature of Dep. Sheriff

Teddy J. H.

19. Date

6-29-06

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND NOTARIES

25. Date Received



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 101567

J.J. POWELL, INC. TERM & NO. 06-811-CD

VS. COMPLAINT

DALE J. READ d/b/a CHAZDALE TRUCKING

**SERVE BY: 06/22/06**

Blair Co. said it's Centre Co.

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

**SERVE:** DALE J. READ d/b/a CHAZDALE TRUCKING

**ADDRESS:** 5867 TYRONE PIKE, TYRONE, PA 16686

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, June 07, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PA 3609 AA  
201502

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

June 6, 2006

Denny Nau  
Centre County Sheriff  
Centre County Courthouse  
Allegheny Street  
Bellefonte, PA 16823

Re: J. J. Powell, Inc. v. Dale J. Read d/b/a Chazdale Trucking

Dear Sheriff Nau:

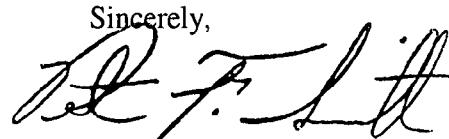
I filed a Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

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

Dale J. Read  
d/b/a Chazdale Trucking  
5867 Tyrone Pike  
Tyrone, PA 16686

I enclose a check for your costs of service.

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

Sincerely,  
  
Peter F. Smith

PFS/hab

Enclosure

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

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

J.J. POWELL, INC.,

Plaintiff

: No. 2006- 811-CD

vs.

DALE J. READ

d/b/a CHAZDALE TRUCKING,  
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

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

MAY 23 2006

Attest.

*W.E. O'Brien*  
Prothonotary/  
Clerk of Courts

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
DALE J. READ	:	
d/b/a CHAZDALE TRUCKING,	:	
Defendant	:	

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or other rights important to you.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

***AMERICANS WITH DISABILITIES ACT OF 1990***

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

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

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

J. J. POWELL, INC.,	Plaintiff	No. 2006-
vs.		
DALE J. READ		
d/b/a CHAZDALE TRUCKING,		
Defendant		

**COMPLAINT**

COMES NOW, J. J. Powell, Inc., by its attorney Peter F. Smith, who states in support of this complaint:

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.
2. The name of the Defendant is **DALE J. READ d/b/a CHAZDALE TRUCKING**, with business address of 5867 Tyrone Pike, Tyrone, Blair County, Pennsylvania 16686.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. Commencing on or before April 29, 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 April 2, 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 April 29, 2004 and continuing until April 30, 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 April 30, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$25,107.19
B)	Finance Charges to 04/30/06	\$ 5,982.44
C)	Finance Charges accruing at \$12.55 per day from 04/30/06 (to be added)	\$
D)	Attorney fees (to be added)	\$

E)	Court costs (to be added)	\$ _____
PRELIMINARY TOTAL		\$31,089.63
FINAL TOTAL		\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Dale J. Read d/b/a Chazdale Trucking in the amount of \$31,089.63 together with interest accruing after April 30, 2006, reasonable attorney fees and court costs.

Respectfully submitted,

Date: 5/17/06

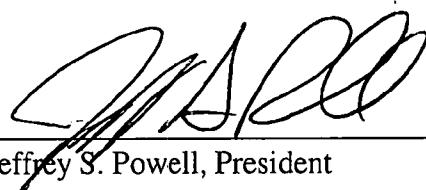
  
\_\_\_\_\_  
Peter F. Smith, Esquire  
Attorney for Plaintiff

## 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: 5/18/06

By:   
Jeffrey S. Powell, President

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

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

Date

4-2-04

FIRM ADDRESS

Company Name	Telephone Number	Fax Number	
Chazdale Trucking			
Mailing Address	City	State	Zip
5867 Tyrone Pike			
Street Address	City	State	Zip
Tyrone Pa 16686			
Home Address	City	State	Zip
Same			
Are you presently a Pacific Pride or Amerinet Cardholder?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, when did you last use your card?

LEGAL STRUCTURE

<input type="checkbox"/> Single Entity - Not a subsidiary	
<input type="checkbox"/> Corporation	
State _____	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Other	
Federal ID # <b>25-1898863</b>	
How Long in Business? <b>3 yrs</b>	
What Type of Business? <b>Trucking</b>	

PERSONAL

Owner or Officer	Title	Spouse's Name		
Dale J Read	Owner			
Home Address	City	State	Zip	How Long?
5867 Tyrone Pike	Tyrone	Pa	16686	Own _____ Renting _____ Buying _____
Previous Address	City	State	Zip	How Long?
				6

REFERENCES

Name of nearest relative not living with you	Relationship	Telephone Number	
WDS Knepp	mother	857-9350	
Home Phone 814-686-0444	Driver License Number 22-344002	Social Security Number 205-54-4630	Date of Birth 10-12-08
Have you ever filed Bankruptcy? When?	Where?		
Bank Name & Branch CNB	City Clearfield	State Pa	Zip 16830
Bank Officer CNB	Account Number	Telephone Number	
Trade Reference	Account Number	Telephone Number	
Estimated Monthly Usage in Gallons	Person to Contact Regarding Cards	Telephone Number	Extension

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

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

**Dale J Read**

Printed Name

**Dale J Read**

Date

**4-02-04**

**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: M3 MONTHLY BILLING

Customer # 11201

Aging Date: 04/30/06 Aged by Trans. Date

Comments: No

Original Document						Net Receivable	Future &	04/30/06	03/31/06	02/28/06	01/31/06
Type	Doc#	Date	Amount	Quantity	Reference						
11201	CHAZDALE TRUCKING	686-0444				300.00/Last payment					
Inv	4121	04/29/04	1,664.23	948.0		0.00					
F/C	4152	05/31/04	24.96		Finance Charge	0.00					
Inv	4152	05/31/04	4,506.57	2,471.9		0.00					
Pmt	50004	06/03/04	1,800.00-		76279	0.00					
Pmt	50420	06/17/04	1,000.00-		1046	0.00					
F/C	4182	06/30/04	50.94		Finance Charge	0.00					
Inv	4182	06/30/04	3,568.51	1,983.7		0.00					
Pmt	50868	07/12/04	2,000.00-		1053	0.00					
Pmt	51211	07/28/04	1,000.00-		1061	0.00					
Inv	4213	07/30/04	3,364.61	1,791.0		0.00					
Pmt	51256	07/31/04	1,000.00-		CASH	0.00					
F/C	4213	07/31/04	44.46		Finance Charge	0.00					
Pmt	51743	08/23/04	2,000.00-		CASH	0.00					
Pmt	51861	08/30/04	1,500.00-		77239 - CASH	0.00					
Inv	4244	08/30/04	4,379.13	2,212.0		0.00					
F/C	4244	08/31/04	43.20		Finance Charge	0.00					
Pmt	52334	09/16/04	2,500.00-		CASH 79017	0.00					
Inv	4274	09/29/04	6,315.84	3,072.8		0.00					
F/C	4274	09/30/04	71.38		Finance Charge	0.00					
Pmt	52599	10/05/04	1,000.00-		CREDIT CARD	0.00					
Pmt	53051	10/20/04	2,000.00-		79851	0.00					
F/C	4305	10/31/04	121.79		Finance Charge	0.00					
Inv	4305	10/31/04	7,646.25	3,280.9		0.00					
Pmt	53360	11/08/04	4,200.00-		1137	0.00					
Pmt	53548	11/12/04	2,500.00-		1148	0.00					
Inv	4335	11/25/04	5,885.99	2,593.7		0.00					
F/C	4335	11/30/04	136.63		Finance Charge	0.00					
Pmt	54009	12/07/04	1,000.00-		1169	0.00					
Pmt	54352	12/20/04	1,500.00-		1180	0.00					
Inv	4366	12/30/04	7,009.94	3,229.4		3,634.43					3,634.43
Pmt	54513	12/31/04	1,500.00-		1188	0.00					
F/C	4366	12/31/04	167.82		Finance Charge	167.82					167.82
Pmt	54657	01/11/05	1,000.00-		1195	0.00					
Pmt	55042	01/26/05	2,000.00-		1212	0.00					
Inv	5031	01/31/05	5,123.48	2,326.9		5,123.48					5,123.48
F/C	5031	01/31/05	227.97		Finance Charge	227.97					227.97
Pmt	55457	02/14/05	1,500.00-		1226	0.00					
Pmt	55536	02/18/05	1,800.00-		1245	0.00					
Inv	5059	02/26/05	7,001.16	3,127.8		7,001.16					7,001.16
Pmt	55682	02/28/05	500.00-		1254	0.00					
F/C	5059	02/28/05	170.97		Finance Charge	170.97					170.97
Pmt	55791	03/07/05	1,200.00-		1258	0.00					
Pmt	56034	03/14/05	1,000.00-		1261	0.00					
Pmt	56212	03/25/05	2,500.00-		1269	0.00					
Inv	5090	03/30/05	6,374.72	2,626.1		6,374.72					6,374.72
F/C	5090	03/31/05	284.39		Finance Charge	284.39					284.39
Inv	5120	04/23/05	1,737.48	722.0		1,737.48					1,737.48
F/C	5120	04/30/05	380.01		Finance Charge	380.01					380.01

Aging Periods: M3 MONTHLY BILLING

Customer # 11201

Aging Date: 04/30/06 Aged by Trans. Date

Comments: No

Original Document					Net	Future &				
Type	Doc#	Date	Amount	Quantity	Reference	Receivable	04/30/06	03/31/06	02/28/06	01/31/06
11201	CHAZDALE TRUCKING	686-0444				300.00/Last payment		/Credit limit (B M3 )	Salesperson 99	
Inv	5151	05/10/05	1,235.92	524.1		1,235.92				1,235.92
Pmt	57552	05/31/05	200.00-		1301	0.00				
F/C	5151	05/31/05	403.07		Finance Charge	403.07				403.07
Pmt	57717	06/07/05	300.00-		1321	0.00				
F/C	5181	06/30/05	417.11		Finance Charge	417.11				417.11
F/C	5212	07/31/05	417.11		Finance Charge	417.11				417.11
Pmt	58994	08/04/05	200.00-		1339	0.00				
Pmt	59346	08/15/05	400.00-		1347	0.00				
Pmt	59460	08/22/05	300.00-		1351	0.00				
Pmt	59605	08/30/05	300.00-		1354	0.00				
F/C	5243	08/31/05	399.11		Finance Charge	399.11				399.11
Pmt	60291	09/29/05	200.00-		1359	0.00				
F/C	5273	09/30/05	396.11		Finance Charge	396.11				396.11
F/C	5304	10/31/05	396.11		Finance Charge	396.11				396.11
F/C	5334	11/30/05	396.11		Finance Charge	396.11				396.11
Pmt	61990	12/13/05	200.00-		1368	0.00				
F/C	5365	12/31/05	393.11		Finance Charge	393.11				393.11
Pmt	62293	01/03/06	200.00-		1141	0.00				
F/C	6031	01/31/06	390.11		Finance Charge	390.11				390.11
F/C	6059	02/28/06	390.11		Finance Charge	390.11				390.11
Pmt	63626	03/07/06	600.00-		1105	0.00				
Pmt	64030	03/27/06	300.00-		1116	0.00				
F/C	6090	03/31/06	376.61		Finance Charge	376.61				376.61
F/C	6120	04/30/06	376.61		Finance Charge	376.61	376.61			
11201 Total.....					31,089.63	376.61	376.61	390.11	29,946.30	

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

Active Accounts	31,089.63	376.61	29,946.30
	376.61	390.11	

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

J. J. POWELL, INC., :  
Plaintiff : No. 2006-811-CD  
vs. :  
DALE J. READ :  
d/b/a CHAZDALE TRUCKING, :  
Defendant :  
:

**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 DALE J. READ, d/b/a CHAZDALE TRUCKING, 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  
13:24pm  
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William A. Shaw  
Prothonotary/Clerk of Courts