

William Satterlee & Sons vs James Peters
2006-1230-CD

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 06 - 1230 - CD
JAMES B. PETERS, :
Defendant : COMPLAINT

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED
0/10:46:51
AUG 02 2006
William A. Shaw
Prothonotary/Clerk of Courts
Att'y pd. 85.00
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 06 - - CD
JAMES B. PETERS, :
Defendant :

NOTICE

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 property or other 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
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 06 - - CD
JAMES B. PETERS, :
Defendant :

COMPLAINT

1. That Plaintiff William G. Satterlee & Sons, Inc. is a Pennsylvania corporation with an office and place of business at 12475 Route 119 Highway North, Rochester Mills, PA 15771 ("Satterlee").

2. That Defendant James B. Peters is an individual with a mailing address of SR-2027, P.O. Box 157, Mineral Springs, Pennsylvania 16855 ("Peters").

3. That Peters had entered into a Cardlock Agreement with Satterlee, a copy of which is hereto attached as Exhibit "A."

4. That Peters purchased from Satterlee petroleum, diesel fuel and related products which had a balance under said Cardlock Agreement of \$9,616.44 as of July 19, 2006.

5. That Satterlee charged Peters its usual and customary charges for said petroleum, diesel fuel and related products.

6. That during the time of Peters' purchases, Satterlee maintained books of account, keeping an accurate and running account of all debits and credits for the sale of petroleum, diesel fuel and related products to Peters.

7. That Satterlee submitted to Peters written monthly accounts requesting payment for the outstanding balance on the account. A copy of said accounting is attached hereto and marked Exhibit "B."

8. That Satterlee has made a demand for the payment of said outstanding balances due on said account which Peters has failed and refused to pay.

WHEREFORE, Satterlee demands judgment against James B. Peters for \$9,616.44, together with interest at the rate of 1-1/2 percent per month or 18 percent per year.

BELIN & KUBISTA

By 

Carl A. Belin, Jr., Esquire

CARDLOCK AGREEMENT

William G. Satterlee and Sons, Inc. (herein called "Satterlee") agrees to sell petroleum products to the following Customer:

James B. Peters

Customer Name

SR-2027 PO Box 151, Mineral Springs, PA 16855

Customer Billing Address

at Stations located at:

BROCKWAY • BROOKVILLE • CLYMER • DIMMICK'S AUTO REPAIR •

DUBOIS • INDIANA • PUNXSUTAWNEY • STAHLMAN'S RT536 • CLEARFIELD •

ST. MARY'S • WEST PENN CARD •

1. Satterlee will issue to Customer the cardlock cards identified on the reverse side of this Agreement. Customer shall not duplicate any cardlock card issued by Satterlee. Upon demand, Customer shall return to Satterlee all cardlock cards. Customer shall promptly notify Satterlee at (724) 397-2400 or (800) 942-2214 if a cardlock card is lost or stolen.

2. Customer shall be responsible for and shall pay for all products withdrawn, discharged or released from the Stations using the Customer's cardlock cards, regardless of whether such use was authorized, unauthorized or fraudulent. Customer shall be responsible for and shall pay for any use of a lost or stolen card, when such use occurred before notice to Satterlee.

3. Satterlee shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, provided, however, that Satterlee shall not be responsible for any damage or loss which may result from the failure to provide fuel or the failure of the cardlock system in any manner whatsoever.

Customer agrees that it and any person using the cardlock cards delivered to Customer shall promptly notify Satterlee of any malfunctioning of the cardlock system or the Station of which Customer or such person is aware.

4. If the "Customer" is a corporation, the signing officer personally guarantees the prompt and punctual payment to "Satterlee" for any and all present and future indebtedness, interest and costs therein. It is understood that this Guaranty shall be continuing and irrevocable.

5. Customer agrees to assume and pay, at its sole cost and expense, and agrees to and shall indemnify, defend, protect and hold harmless Satterlee from and against any and all claims, causes of action, demands, fines, penalties, liabilities, losses and damages, including expressly, but not limited to, those relating to bodily injury, death or property damage, arising solely, partially, directly or indirectly from, claimed to have been caused by to any extent, or in any manner related to (i) acts or omissions of Customer, Customer's representatives or any other person using the cardlock card issue to Customer, whether or not Customer authorized such use; (ii) acts or omissions of Customer or Customer's representatives while at the Station; (iii) any authorized or unauthorized use of the cardlock card issued to Customer. Without limiting the generality of the foregoing, the undertaking and obligation of Customer under this paragraph shall expressly include, but not be limited to, claims, causes of action, demands, fines, penalties, liabilities, losses and damages asserted against or incurred by Satterlee under any law, order, rule or regulation, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.) and the Pennsylvania Hazardous Sites Clean Up Act (35 P.S. §§ 6020.101, et seq).

6. All purchases shall be rounded to the nearest gallon. Statements for purchases charged to Customer's cardlock cards shall be issued monthly. Customer agrees to pay each statement within 30 days of the statement date. Statements not paid in full within such time shall be subject to a late charge of 1½% per month (18% per year). In the event of a breach of any of the terms of this Agreement, including without limitation, the failure of Customer to pay sums owing to Satterlee when due, then in addition to any other sums due or payable to Satterlee by Customer, Customer agrees to pay the reasonable attorney's fees and costs incurred by Satterlee in the enforcement of Satterlee's rights hereunder.

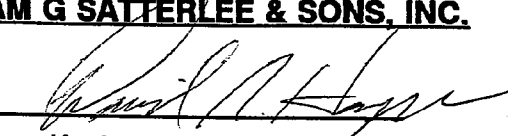
7. Either party may terminate this Agreement upon written notice to the other. Notwithstanding any termination, the terms and conditions of this Agreement shall pertain

to any authorized or unauthorized use of Customer's cardlock cards which may occur before the cards are surrendered to Satterlee.

8. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and the parties agree to and intend to be legally bound by the terms and conditions of this Agreement. This Agreement may not be amended or supplemented, except in a writing signed by Satterlee and the Customer.

WILLIAM G SATTERLEE & SONS, INC.

BY


(Authorized Signature)

AS

(Title of Person Signing)

ON


(Date)

CUSTOMER

BY


(Authorized Signature)

AS


(Title of Person Signing)

ON

4-4-02
(Date)

CUSTOMER INQUIRY
SHOW MODE

RAKACU 2.0
7/19/2006

WGS CARDLOCK
Wednesday

Cust-Number.....	3992	PETERSJAMESB	
1-NAME.....	PETERS, JAMES B.		
2-NAME TOO.....		22-MTHLY-STMT...	YES
3-NAME BUS.....		23-FINANCE-CODE..	YES
4-NAME IND.....1	name	24-FINANCE-CHG..	366.25
5-ADDRESS L1...	SR-2027 PO BOX 157	25-SALESMAN.....	1 OFFICE
6-ADDRESS L2...		26-YTD-CHARGES..	3025.36
7-CITY-STATE...	MINERAL SPRINGS, PA	27-CASH-RECV....	
8-ZIP-CODE.....	16855	28-INVOICE(Y,N)..	YES
9-TELEPHONE#...	814-857-1754	29-PRICE-LEVEL..	3
10-PHONE-WORK...	814-765-2131		
11-PHONE-MOBILE.			
12-PHONE-FAX....			
13-LAST-BILLED..	06/20/2006	*OLD BALANCE*	9616.44
14-LAST-PAYMENT.	05/15/2006	34-CURRENT BAL..	
15-Notes.....	WORK # IS DAUGHTER LISA - SHE	35-OVER-30-BAL..	
16-CREDIT CARD#.		36-OVER-60-BAL..	
17- TYPE.....		37-OVER-90-BAL..	
18- EXP DATE.		38-OVER-120-BAL.	9250.19
19- NAME.....		*BALANCE-DUE*	9616.44

<ENTER> next page:
<PgUp> prev cust <PgDn> next cust <Esc> exit <Ctrl-N> Notes



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 12 St. Marys |
| 2 Brookville | 13 Clearfield |
| 3 Punxy. | 15 Armagh |
| 4 Brockway | 16 Home PA |
| 5 DuBois | 17 Cherry Tre |
| 6 286 Clymer | 18 Johnstown |
| 8 Wolf's Den | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |

*** CUSTOMER STATEMENT ***

PETERS, JAMES B.
SR-2027 PO BOX 157
MINERAL SPRINGS, PA

Date

06/20/2006

Cust. No.

CL 3992

16855

ACTIVITY	TRX/CHK			PRICE/		TOTAL	TOTAL
DATE	NBR	PRODUCT DESCRIPTION	QTY	UNIT	AMOUNT	TAXES	AMOUNT
06/20/2006		PREVIOUS BALANCE					\$9477.69
06/20/2006		Finance Charge					\$138.75
TOTAL GALLONS					BALANCE DUE....		\$9616.44

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

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|--------------|---------------|
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**** CUSTOMER STATEMENT ****

PETERS, JAMES B.
SR-2027 PO BOX 157
MINERAL SPRINGS, PA

Date

05/19/2006

Cust. No.

CL 3992

16855

ACTIVITY	TRX/CHK	PRODUCT DESCRIPTION	QTY	PRICE/	AMOUNT	TOTAL	TOTAL
DATE	NBR			UNIT		TAXES	AMOUNT
04/20/2006		PREVIOUS BALANCE					\$9388.94
05/15/2006	005072	PAYMENT THANK-YOU					\$50.00CR
05/19/2006		Finance Charge					\$138.75

TOTAL GALLONS

BALANCE DUE..... \$9477.69

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
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SITE LOCATIONS

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*** CUSTOMER STATEMENT ***

PETERS, JAMES B.
SR-2027 PO BOX 157
MINERAL SPRINGS, PA

Date

04/20/2006

Cust. No.

CL 3992

16855

ACTIVITY	TRX/CHK	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
03/20/2006		PREVIOUS BALANCE					\$9550.19
04/14/2006	005059	PAYMENT THANK-YOU					\$200.00CR
04/14/2006		Dis-Allowed Discount			21.35		
04/20/2006	005067	PAYMENT THANK-YOU					\$100.00CR
04/20/2006		Finance Charge					\$138.75
TOTAL GALLONS					BALANCE DUE.....		\$9388.94

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
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CARDLOCK FUELING
12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

1 Indiana	12 St. Marys
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3 Punxy.	15 Armagh
4 Brockway	16 Home PA
5 DuBois	17 Cherry Tre
6 286 Clymer	18 Johnstown
8 Wolf's Den	
9 Ringgold	
10 Mahaffey	
11 Shelocta	

*** CUSTOMER STATEMENT ***

PETERS, JAMES B.
SR-2027 PO BOX 157
MINERAL SPRINGS, PA

Date

03/20/2006

Cust. No.

CL 3992

16855

ACTIVITY	TRX/CHK		PRICE/		TOTAL	TOTAL
DATE	NBR	PRODUCT DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT
02/20/2006		PREVIOUS BALANCE				\$10425.81
03/06/2006	005038	PAYMENT THANK-YOU				\$1000.00CR
03/06/2006		Dis-Allowed Discount			69.66	
03/20/2006		Finance Charge				\$124.38
TOTAL GALLONS					BALANCE DUE....	\$9550.19

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

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**** CUSTOMER STATEMENT ****

PETERS, JAMES B.
SR-2027 PO BOX 157
MINERAL SPRINGS, PA

Date
02/20/2006

Cust. No.
CL 3992

16855

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
01/20/2006		PREVIOUS BALANCE					\$11554.67
01/23/2006	18788	DIESEL FUEL * CLEARFIELD	63.0 GAL.	2.0740	130.66	39.37	\$170.03
01/24/2006	19783	DIESEL FUEL * CLEARFIELD	62.0 GAL.	2.0440	126.73	38.75	\$165.48
01/25/2006	20917	DIESEL FUEL * CLEARFIELD	66.0 GAL.	2.0240	133.58	41.25	\$174.83
01/26/2006	000544	PAYMENT THANK-YOU					\$700.00CR
01/26/2006		Dis-Allowed Discount			87.42		
01/26/2006		Dis-Allowed Discount			73.51		
01/26/2006	22000	DIESEL FUEL * CLEARFIELD	43.0 GAL.	2.0040	86.17	26.87	\$113.04
01/27/2006	23587	DIESEL FUEL * CLEARFIELD	78.0 GAL.	2.0040	156.31	48.75	\$205.06
01/28/2006	23636	DIESEL FUEL * CLEARFIELD	54.0 GAL.	2.0040	108.22	33.75	\$141.97
01/30/2006	24989	DIESEL FUEL * CLEARFIELD	61.0 GAL.	2.0540	125.29	38.12	\$163.41
02/01/2006	000546	PAYMENT THANK-YOU					\$1700.00CR
02/20/2006		Finance Charge					\$137.32
TOTAL GALLONS			427.0	BALANCE DUE....		\$10425.81	

** A Diesel Discount Of \$21.35 May Be Deducted If RECEIVED In Our Office By 03/10/2006 **
For The Purchase Of 427.00 Gallons At A Discount Rate Of \$.0500 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING

12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400 • (800) 942-2214

SITE LOCATIONS

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| 1 Indiana | 12 St. Marys |
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**** CUSTOMER STATEMENT ****

PETERS, JAMES B.
 SR-2027 PO BOX 157
 MINERAL SPRINGS, PA

Date

 01/20/2006

Cust. No.

 CL 3992

16855

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
12/20/2005		PREVIOUS BALANCE					\$8727.12
12/21/2005	19911	DIESEL FUEL * CLEARFIELD		1.9810			\$.00
12/21/2005	19912	DIESEL FUEL * CLEARFIELD	103.0 GAL.	1.9810	204.04	62.62	\$266.66
12/22/2005	21003	UNLEADED GAS * CLEARFIELD	10.0 GAL.	1.8150	18.15	4.84	\$22.99
12/27/2005	23641	DIESEL FUEL * CLEARFIELD		1.9710			\$.00
12/27/2005	23642	UNLEADED GAS * CLEARFIELD	10.0 GAL.	1.7550	17.55	4.84	\$22.39
12/29/2005	25624	DIESEL FUEL * CLEARFIELD	64.0 GAL.	1.9710	126.14	38.92	\$165.06
12/30/2005	27268	DIESEL FUEL * CLEARFIELD	55.8 GAL.	1.9910	111.10	33.94	\$145.04
12/31/2005	27303	DIESEL FUEL * CLEARFIELD	32.9 GAL.	1.9910	65.50	20.01	\$85.51
01/02/2006	27352	DIESEL FUEL * CLEARFIELD	38.0 GAL.	1.9910	75.66	23.10	\$98.76
01/03/2006	01074	DIESEL FUEL * CLEARFIELD	63.0 GAL.	2.0140	126.88	39.37	\$166.25
01/04/2006	02224	DIESEL FUEL * CLEARFIELD	41.0 GAL.	2.0140	82.57	25.62	\$108.19
01/05/2006	03208	DIESEL FUEL * CLEARFIELD	48.0 GAL.	2.0340	97.63	30.00	\$127.63
01/06/2006	04639	DIESEL FUEL * CLEARFIELD	39.9 GAL.	2.0340	81.16	24.94	\$106.10
01/07/2006	04708	DIESEL FUEL * CLEARFIELD	40.8 GAL.	2.0340	82.99	25.51	\$108.50
01/09/2006	06181	DIESEL FUEL * CLEARFIELD	58.9 GAL.	2.0440	120.39	36.81	\$157.20
01/10/2006	07213	DIESEL FUEL * CLEARFIELD		1.9740			\$.00
01/10/2006	07214	DIESEL FUEL * CLEARFIELD	82.0 GAL.	1.9740	161.87	51.25	\$213.12
01/11/2006	08476	DIESEL FUEL * CLEARFIELD	66.0 GAL.	1.9740	130.28	41.25	\$171.53
01/12/2006	09494	UNLEADED GAS * CLEARFIELD	20.0 GAL.	1.9530	39.06	9.92	\$48.98
01/13/2006	11025	DIESEL FUEL * CLEARFIELD	80.2 GAL.	1.9540	156.71	50.12	\$206.83
01/19/2006	15547	DIESEL FUEL * CLEARFIELD	96.0 GAL.	1.9840	190.46	60.00	\$250.46
01/21/2006	17204	DIESEL FUEL * CLEARFIELD	85.6 GAL.	2.0240	173.25	53.50	\$226.75
01/20/2006		Finance Charge					\$129.60

TOTAL GALLONS

1035.1

BALANCE DUE....

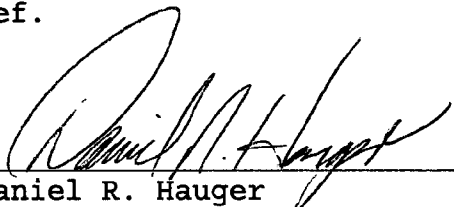
\$11554.67

** A Diesel Discount Of \$69.66 May Be Deducted If RECEIVED In Our Office By 02/10/2006 **
 For The Purchase Of 995.10 Gallons At A Discount Rate Of \$.0700 Per Gallon

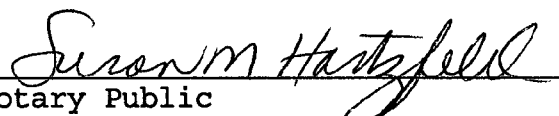
TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

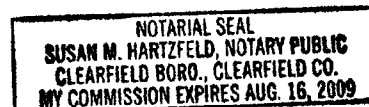
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Daniel R. Hauger

Sworn and subscribed before me this 31st day of July, 2006.

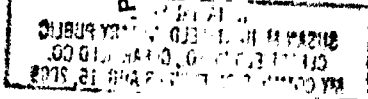

Notary Public



FILED

AUG 02 2006

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101786
NO: 06-1230-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: WILLIAM G. SATTERLEE & SONS, INC.
vs.
DEFENDANT: JAMES B. PETERS

SHERIFF RETURN

NOW, August 07, 2006 AT 1:55 PM SERVED THE WITHIN COMPLAINT ON JAMES B. PETERS DEFENDANT AT 2245 HOGBACK HILL, MINERAL SPRINGS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ED PETERS, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED
9/3:30 Lm
AUG 15 2006

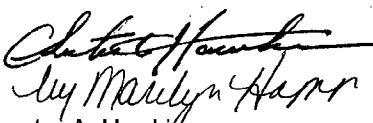
William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	20944	10.00
SHERIFF HAWKINS	BELIN	20944	22.84

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

AUG 15 2006

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :

vs. :

JAMES B. PETERS, :
Defendant :

No. 06 - 1230 - CD

PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 11 2006

0/13:15/16

William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO ATT
w/STATEM

1 CERT w/notice
TO DEF

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 06 - 1230 - CD
JAMES B. PETERS, :
Defendant :

PRAECIPE FOR ENTRY OF JUDGMENT OF DEFAULT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff WILLIAM G. SATTERLEE & SONS, INC., and against Defendant, JAMES B. PETERS, for his failure to plead to the Complaint in this action within the required time. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant was served with the Complaint on August 7, 2006, and his answer was due to be filed on August 27, 2006.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at his last known address on August 28, 2006, which is at least ten (10) days prior to the filing of this Praecipe.

Please assess damages in the amount of \$9,615.44, plus interest, attorneys fees, and costs, being the amount demanded in the Complaint.

BELIN, KUBISTA & RYAN

By 

Carl A. Belin, Jr., Esquire

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

WILLIAM G. SATTERLEE & SONS, INC.,	:	
Plaintiff	:	
	:	No. 06 - 1230 - CD
vs.	:	
	:	
JAMES B. PETERS,	:	NOTICE
Defendant	:	

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

Exhibit "A"

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
No. 06 - 1230 - CD
vs. :
JAMES B. PETERS, :
Defendant :

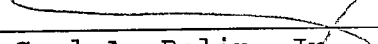
NOTICE

To: James B. Peters
2245 Hogback Hill
Mineral Springs, PA 16855

DATE: August 28, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10)
DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR
OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A
LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD
ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE
YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ex. 5982
BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire

FILED

SEP 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 06 - 1230 - CD
JAMES B. PETERS, :
Defendant :

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$9,616.44, plus interest, attorneys fees, and costs on SEP-11, 2006, 2006.

Prothonotary,

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

William G. Satterlee & Sons, Inc.
Plaintiff(s)

No.: 2006-01230-CD

Real Debt: \$9,616.44

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James B. Peters
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2006

Expires: September 11, 2011

Certified from the record this September 11, 2006

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney