

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

J.J. POWELL, INC.,

Plaintiff

vs.

JOEL GLENNY

d/b/a HICKORY HILL,

Defendant

No. 2006- 2056- CD

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 0085.00 AH
9/12:20 am ICC AH
DEC 11 2006 ICC SH
(S)

William A. Shaw
Prothonotary/Clerk of Courts

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

| | | |
|----------------------|---|-----------|
| J. J. POWELL , INC., | : | |
| Plaintiff | : | No. 2006- |
| | : | |
| vs. | : | |
| | : | |
| JOEL GLENNY | : | |
| d/b/a HICKORY HILL, | : | |
| 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
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

| | | |
|---------------------|---|-----------|
| J. J. POWELL, INC., | : | |
| Plaintiff | : | No. 2006- |
| | : | |
| vs. | : | |
| | : | |
| JOEL GLENNY | : | |
| d/b/a HICKORY HILL, | : | |
| 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 **JOEL GLENNY d/b/a HICKORY HILL**, with business address of 871 Old Park Road, Lewistown, Mifflin County, Pennsylvania 17044.

3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.

4. Commencing on or before May 31, 2006, 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 28, 2006, 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 May 31, 2006 and continuing until November 15, 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 November 15, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

| | | |
|----|---|-------------|
| A) | Balance | \$25,033.28 |
| B) | Finance Charges to 11/15/06 | \$ 469.62 |
| C) | Finance Charges accruing at \$6.18 per day from 11/15/06 (to be added) | \$ _____ |
| D) | Attorney fees (to be added) | \$ _____ |

E) Court costs (to be added) \$ _____
PRELIMINARY TOTAL \$25,502.90
FINAL TOTAL \$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Joel Glenny d/b/a Hickory Hill in the amount of \$25,502.90 together with interest accruing after November 15, 2006, reasonable attorney fees and court costs.

Respectfully submitted,

Date:

12/8/06

A handwritten signature in cursive script, appearing to read "P. F. Smith", written over a horizontal line.

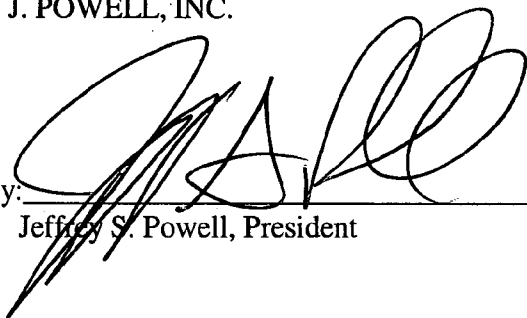
Peter F. Smith, Esquire
Attorney for Plaintiff

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: 12/6/2006

By: 
Jeffrey S. Powell, President



APR 26 2006 2:02PM

717-248-3816

NO. 1514

PAGE 01

1-800-432-0866

814-342-8483 (fax)

pacificpride@jipowell.com

www.jipowell.com

JJ Powell, Inc.

PO Box 30

Philipsburg, PA 16866

Date 4-28-06

Approved
AC 42806

| | | | | | | |
|---|---|-------------------|------------------|--------------|------------|--------------|
| FIRM ADDRESS | Company Name | Hickory Hill | Telephone Number | 717-248-3797 | Fax Number | 717-248-3816 |
| | Mailing Address | 871 Old Park Road | City | Lewistown | State | PA |
| | Street Address | Same | City | | State | |
| | Home Address | Same | City | | State | |
| LEGAL STRUCTURE | Are you presently a Pacific Pride or Amerinet Cardholder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when did you last use your card? | | | | | |
| | CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED | | | | | |
| | <input checked="" type="checkbox"/> Single Entity - Not a subsidiary | | | | | |
| | <input type="checkbox"/> Corporation State <input type="checkbox"/> Partnership <input type="checkbox"/> Other | | | | | |
| PERSONAL | Federal ID # 043734586 | | | | | |
| | How Long in Business? 5 years | | | | | |
| | What Type of Business? Excavation & Construction | | | | | |
| | List names of partners or corporate officers | | | | | |
| PERSONAL | Joel Glennu Owner | | | | | |
| | If in business less than 1 year please give name, address & length of time of employment for previous employment: | | | | | |
| | Owner or Officer Title Spouse's Name | | | | | |
| | Joel Glennu Owner | | | | | |
| REFERENCES | Home Address City State Zip | | | | | |
| | 871 Old Park Road Lewistown PA 17044 | | | | | |
| | Previous Address City State Zip | | | | | |
| | How Long? Own X Renting | | | | | |
| Name of nearest relative not living with you Relationship Telephone Number | | | | | | |
| SS # 19050 9940 | | | | | | |
| Home Phone Driver License Number Social Security Number Date of Birth | | | | | | |
| 717-248-3808 19376164 Fed ID# 043734586 8/22/60 | | | | | | |
| Have you ever filed Bankruptcy? When? Where? | | | | | | |
| No | | | | | | |
| Bank Name & Branch City State Zip | | | | | | |
| Citizens Bank Burnham Pa | | | | | | |
| Bank Officer Account Number Telephone Number | | | | | | |
| Eric 621365-221-7 1-800-862-10200 | | | | | | |
| Trade Reference Account Number Telephone Number | | | | | | |
| Orchard Pump Call Mitch 717-523-1111 | | | | | | |
| Estimated Monthly Usage in Gallons Person to Contact Regarding Cards Telephone Number Extension | | | | | | |
| 3000-5000 Joel Glennu 717-248-3797 | | | | | | |

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 1 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW.

withstanding that this account is established in the name of a company, personally guarantee payment of the account.

All purchases made on this account will be for commercial use.

Signed [Signature]
Printed Name Joel Glenney
Date 4-28-06

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.

PACIFIC PRIDE FUEL CARD ORDER FORM (FOR MORE CARDS, ATTACH LIST)

___ CANADA: INTERNATIONAL CARD
PLEASE COMPLETE CARD INFORMATION AND CHECK THE PRODUCTS THE CARD IS AUTHORIZED TO PURCHASE.

| UNIT DESCRIPTION | DIESEL | UNLEADED | MID-GRADE | PREMIUM | OFF-ROAD |
|------------------|--------|-----------------|-----------|-----------|----------|
| 99 Ford F250 | X | 3535947 2538950 | | 240 11102 | |
| 99 Sterling | X | 3535951 | | 7249 | |
| 81e Ford Cabover | X | 3535952 | | 7876 | |
| 2000 Mack Vision | X | 3535953 | | 8568 | |
| Crawler Loader | | 3535954 | | 5671 | X |
| Backhoe | | 3535955 | | 5756 | X |
| Skidloader | | 3535956 | | 5815 | X |

Aging Periods: S9 SPECIAL SM BILLING

Customer # 11460

Aging Date: 11/15/06 Aged by Trans. Date

Comments: No

| Original Document | | | | | Net | Future & | | | | |
|---|-------|----------|-----------|----------|----------------|-----------------------|--------------------------------------|----------|----------|----------|
| Type | Doc# | Date | Amount | Quantity | Reference | Receivable | 11/15/06 | 10/31/06 | 10/15/06 | 09/30/06 |
| 11460 HICKORY HILL 717-248-3797 JOEL GLENNY | | | | | | 4,000.00/Last payment | /Credit limit (B S9) Salesperson 99 | | | |
| Inv | 6151 | 05/31/06 | 3,230.52 | 1,103.1 | | 0.00 | | | | |
| Inv | 6166 | 06/14/06 | 3,863.92 | 1,288.0 | | 0.00 | | | | |
| Pmt | 66055 | 06/26/06 | 1,500.00- | | 1134 | 0.00 | | | | |
| F/C | 6181 | 06/30/06 | 12.98 | | Finance Charge | 0.00 | | | | |
| Inv | 6181 | 06/30/06 | 4,895.82 | 1,654.8 | | 0.00 | | | | |
| Pmt | 66193 | 07/05/06 | 1,500.00- | | 1145 | 0.00 | | | | |
| Inv | 6196 | 07/14/06 | 3,615.35 | 1,202.7 | | 0.00 | | | | |
| F/C | 6196 | 07/15/06 | 30.71 | | Finance Charge | 0.00 | | | | |
| F/C | 6212 | 07/31/06 | 67.43 | | Finance Charge | 0.00 | | | | |
| Inv | 6212 | 07/31/06 | 3,408.08 | 1,110.0 | | 0.00 | | | | |
| Pmt | 66889 | 08/03/06 | 1,000.00- | | 1167 | 0.00 | | | | |
| Inv | 6227 | 08/13/06 | 4,079.52 | 1,285.7 | | 0.00 | | | | |
| Pmt | 67277 | 08/14/06 | 4,000.00- | | 1176 | 0.00 | | | | |
| F/C | 6227 | 08/15/06 | 57.04 | | Finance Charge | 0.00 | | | | |
| F/C | 6243 | 08/31/06 | 82.60 | | Finance Charge | 0.00 | | | | |
| Inv | 6243 | 08/31/06 | 4,633.41 | 1,464.8 | | 477.38 | | | | 477.38 |
| Pmt | 67957 | 09/12/06 | 5,000.00- | | 1198 | 0.00 | | | | |
| Inv | 6258 | 09/13/06 | 2,785.82 | 973.7 | | 2,785.82 | | | | 2,785.82 |
| F/C | 6258 | 09/15/06 | 75.80 | | Finance Charge | 75.80 | | | | 75.80 |
| Inv | 6273 | 09/29/06 | 3,170.63 | 1,213.6 | | 3,170.63 | | | | 3,170.63 |
| F/C | 6273 | 09/30/06 | 110.55 | | Finance Charge | 110.55 | | | | 110.55 |
| Pmt | 68351 | 10/03/06 | 4,500.00- | | 1224 | 0.00 | | | | |
| Pmt | 68618 | 10/11/06 | 2,000.00- | | 1232 | 0.00 | | | | |
| Inv | 6288 | 10/13/06 | 5,917.06 | 2,286.5 | | 5,917.06 | | | 5,917.06 | |
| F/C | 6288 | 10/15/06 | 83.43 | | Finance Charge | 83.43 | | | 83.43 | |
| Inv | 6304 | 10/31/06 | 9,050.37 | 3,476.1 | | 9,050.37 | | 9,050.37 | | |
| F/C | 6304 | 10/31/06 | 107.21 | | Finance Charge | 107.21 | | 107.21 | | |
| Pmt | 69065 | 11/01/06 | 4,000.00- | | 1270 | 0.00 | | | | |
| Pmt | 69106 | 11/03/06 | 4,000.00- | | 1275 | 0.00 | | | | |
| Inv | 6319 | 11/09/06 | 3,632.02 | 1,424.7 | | 3,632.02 | 3,632.02 | | | |
| F/C | 6319 | 11/15/06 | 92.63 | | Finance Charge | 92.63 | 92.63 | | | |
| 11460 Total..... | | | | | | 25,502.90 | 3,724.65 | 9,157.58 | 6,000.49 | 6,620.18 |

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

| | | | |
|-----------------|-----------|----------|----------|
| Active Accounts | 25,502.90 | 9,157.58 | 6,620.18 |
| | 3,724.65 | 6,000.49 | |

Average daily flc = \$6.18

Aging Periods: S9 SPECIAL SM BILLING

Customer # 11460

Aging Date: 11/15/06 Aged by Trans. Date

Comments: No

| Original Document | | | | | | | | | | |
|------------------------|------|------|--------|----------|-----------|-------------------|----------------------|----------|----------|----------|
| Type | Doc# | Date | Amount | Quantity | Reference | Net Receivable | Future & 11/15/06 | 10/31/06 | 10/15/06 | 09/30/06 |
| * Total All Accounts * | | | | | | 25,502.90 | | 9,157.58 | | 6,620.18 |
| | | | | | | | 3,724.65 | | 6,000.49 | |
| * Total Uninvoiced * | | | | | | 0.00 | | 0.00 | | 0.00 |
| * Total Unpaid F/C * | | | | | | 469.62 | 107.21 | | 186.35 | |
| | | | | | | 92.63 | | 83.43 | | |

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

December 8, 2006

HAND DELIVER

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

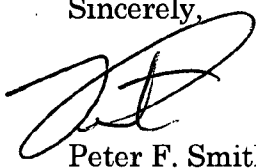
Re: J. J. Powell, Inc. v. Joel Glenney d/b/a Hickory Hill

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,

A handwritten signature in black ink, appearing to be 'PFS', written over a horizontal line.

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 # 102234
NO: 06-2056-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL INC.
vs.
DEFENDANT: JOEL GLENNY d/b/a HICKORY HILL

SHERIFF RETURN

NOW, December 12, 2006, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JOEL GLENNY d/b/a HICKORY HILL.

NOW, December 15, 2006 AT 3:35 PM SERVED THE WITHIN COMPLAINT ON JOEL GLENNY d/b/a HICKORY HILL, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
07:30:00 PM
MAR 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102234
NO: 06-2056-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL INC.
vs.
DEFENDANT: JOEL GLENNY d/b/a HICKORY HILL

SHERIFF RETURN

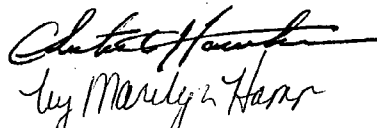
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | POWELL | 29347 | 10.00 |
| SHERIFF HAWKINS | POWELL | 29347 | 21.00 |
| MIFFLIN CO. | POWELL | 29348 | 34.00 |

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

Joseph A. Bradley, Sheriff
Baron K. Lewis, Chief Deputy
Laurie J. Kozak, Deputy
Christopher S. Shade, Deputy
Charles L. Angney, Deputy



SHERIFF'S OFFICE

MIFFLIN COUNTY
20 North Wayne Street
Lewistown, PA 17044
(717) 242-1105 ** (717) 242-1808
Fax: (717) 248-2907

David W. Molek, Solicitor
(717) 248-9656

| | |
|---|--|
| Plaintiff: J.J. POWELL, INC. | Court Number: 2056-06 |
| Defendant: JOEL GLENNY d/b/a HICKORY HILL | County: CLEARFIELD COUNTY |
| Type of Writ or Complaint: CIVIL | <input type="checkbox"/> Writ <input checked="" type="checkbox"/> Complaint |

| | | |
|----------|-------------------------|---|
| Serve At | Name: JOEL GLENNY d/b/a | Address: 871 OLD PARK ROAD, LEWISTOWN, PA. 17044. |
| | Name: | Address: |

Indicate Unusual Service: ☐ Comm. of Pa. ☐ Deputization ☐ Other

Now _____, 20____, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputization is made at the request and risk of plaintiff. **X** *Sheriff of Mifflin Co.*

Special Instructions or other information that will assist in expediting service:

| | | |
|---|---------------------------------|---------------------------|
| Attorney or other Organization requesting service: SHERIFF'S OFFICE CLEARFIELD COUNTY | Telephone No: (814) 765-2641 | Date Filed: 12/11/2006 |
| I acknowledge receipt of the Writ or Complaint as indicated above: X <i>Joseph A. Bradley</i> | Date Received: 12/15/2006 | Exp. Date: 1/11/2007 |

I hereby CERTIFY and RETURN that I ☒ have personally served. ☐ have legal evidence of service as shown in "Remarks". ☐ have executed as shown in "Remarks", 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, handing a TRUE and ATTESTED copy thereof.

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

| | |
|--|---|
| Name and Title of individual served: SERVED JOEL GLENNY | <input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode. |
|--|---|

| | | | | | | | | | |
|--|--------------------------|--------------------|-------------------|---------------------|------------------|------------------|--------------------------------|------------------|-----------|
| Address where served (complete only if different than shown above) | | | | | | | Date of Service: 12/15/2006 | Time: 3:35 PM | |
| Attempts 1 | Date 12/15/2006 | Miles 10 | Dep. Int. JRB | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. |
| Advance Costs \$75.00 | Service Costs \$18.00 | Mileage \$10.00 | Postage \$1.00 | Surcharge \$0.00 | Notary \$5.00 | Total \$34.00 | Refund \$41.00 | | |

Remarks: (See other side)

Sworn to and subscribed before me this _____

X

| | |
|---------------|--|
| Notary Public | NOTARIAL SEAL PATRICIA A. WILSON, Notary Public Lewistown Boro, Mifflin County My Commission Expires March 31, 2007 |
| Notarial Seal | |

So Answers:

| | | |
|---|-------------------|------------|
| Deputy Sheriff X <i>James R. Bell</i> | JAMES R. BELL | 12/15/2006 |
| Sheriff X <i>Joseph A. Bradley</i> | Joseph A. Bradley | 12/15/2006 |

FILED

MAR 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

NOTARIAL SEAL
PATRICIA A. WILSON, Notary Public
Lexington, Ohio, 44504
My Commission Expires 12/31/2008

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

J.J. POWELL, INC.,

Plaintiff

vs.

JOEL GLENNY

d/b/a HICKORY HILL,

Defendant

No. 2006-2056-CD

Type of Case:

CIVIL

Type of Pleading:

**PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT**

Filed on Behalf of:

PLAINTIFF

Counsel for This Party:

Peter F. Smith, Esquire

Supreme Court ID #34291

P. O. Box 130

30 South Second Street

Clearfield, PA 16830

(814) 765-5595

FILED Piff pd. 20.00
013:58 PM No cc
MAR 21 2007

William A. Shaw

Prothonotary/Clerk of Courts

Notice to Def.
Statement to
Atty Smith

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

| | | |
|----------------------|---|------------------|
| J. J. POWELL , INC., | : | |
| Plaintiff | : | No. 2006-2056-CD |
| | : | |
| vs. | : | |
| | : | |
| JOEL GLENNY | : | |
| d/b/a HICKORY HILL, | : | |
| Defendant | : | |

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on February 8, 2007, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Joel Glenny
d/b/a Hickory Hill
871 Old Park Road
Lewistown, PA 17044

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

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$25,502.90** plus interest and costs of suit.

| | | |
|----|---|-------------|
| A) | Balance | \$25,033.28 |
| B) | Finance Charges to 11/15/06 | \$ 469.62 |
| C) | Finance Charges accruing at \$6.18 per day from 11/15/06 (to be added) | \$_____ |

D) Attorney fees (to be added) \$ _____
E) Court costs (to be added) \$ _____

PRELIMINARY TOTAL \$25,502.90

FINAL TOTAL \$ _____

Date:

3/15/07

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'Peter F. Smith', written over a horizontal line.

Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second Street

Clearfield, PA 16830

(814) 765-5595

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

J. J. POWELL, INC.,
Plaintiff

No. 2006-2056-CD

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

TO: **JOEL GLENNY**
d/b/a HICKORY HILL
871 Old Park Road
Lewistown, PA 17044

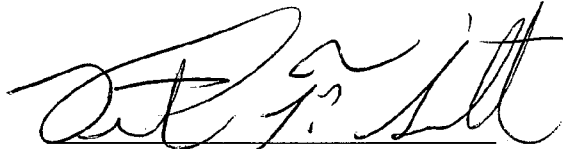
IMPORTANT NOTICE

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

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON FEBRUARY 19, 2007.

COURT ADMINISTRATOR
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

Date: February 8, 2007



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

cc: J. J. Powell, Inc.

COPY

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

J. J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

No. 2006-2056-CD

Notice is given that a judgment has been entered of record in Clearfield County against JOEL GLENNY d/b/a HICKORY HILL, Defendant, and in favor of the Plaintiff in the amount of **\$25,502.90**, plus interest and costs.

Prothonotary

By William L. Shanley, Deputy

Rule of Civil Procedure No. 236

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

COPY

J. J. Powell, Inc.
Plaintiff(s)

No.: 2006-02056-CD

Real Debt: \$25,502.90

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joel Glenny d/b/a
Hickory Hill
Defendant(s)

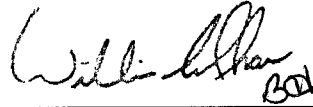
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 21, 2007

Expires: March 21, 2012

Certified from the record this 21st day of March, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

J. J. POWELL, INC.,

Plaintiff

vs.

JOEL GLENNY

d/b/a HICKORY HILL,

Defendant

No. 2006-2056-CD

CERTIFICATE OF ADDRESS

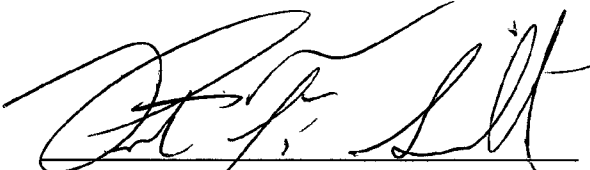
I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: J. J. Powell, Inc.
P. O. Box 30
Philipsburg, PA 16866


Defendant: Joel Glenny
d/b/a Hickory Hill
871 Old Park Road
Lewistown, PA 17044

Date:

3/15/07


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

FILED *NO CC*
013:5860
MAR 21 2007


William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

No. 2006-2056-CD

PRAECIPE

To: William A. Shaw, Prothonotary

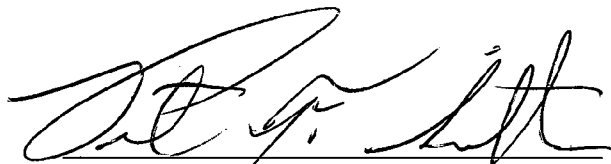
Dear Sir:

Kindly prepare and certify a complete copy of the docket in this matter. A Praecipe to Transfer Judgment will be filed with the Mifflin County Prothonotary against the Defendant Joel Glenny d/b/a Hickory Hill and in favor of J. J. Powell, Inc.

Respectfully submitted,

Date:

3/15/07



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

FILED Diff pd,
013.5864 \$15.00
MAR 21 2007

380
William A. Shaw
Prothonotary/Clerk of Courts
Certification
of Docket
Entries with
Judgment to
Atty Smith (per
his request he will forward)

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

J. J. Powell, Inc.

Vs.

NO. 2006-02056-CD

Joel Glenn d/b/a
Hickory Hill

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

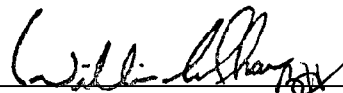
I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of J.J. Powell, Inc. and against Joel Glenn d/b/a Hickory Hill on March 21, 2007, in the amount of \$25,502.90.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 21st day of March, A.D., 2007.

William A. Shaw
Prothonotary

BY:


Deputy

Date: 03/21/2007

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 04:31 PM

ROA Report

Page 1 of 1

Case: 2006-02056-CD

Current Judge: No Judge

J. J. Powell, Inc. vs. Joel Glenn, Hickory Hill

Civil Other

| Date | | Judge |
|------------|---|----------|
| 12/11/2006 | New Case Filed. | No Judge |
| | Filing: Civil Complaint Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1916740 Dated: 12/11/2006 Amount: \$85.00 (Check) 1 CC atty and 1CC shff. | No Judge |
| 03/13/2007 | Sheriff Return, December 12, 2006, Sheriff of Mifflin County was deputized. December 15, 2006 at 3:35 pm Served the within Complaint on Joel Glenn d/b/a Hickory Hill. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Powell \$31.00 Mifflin Co. costs pd by Powell \$34.00 | No Judge |
| 03/21/2007 | Filing: Praeipe for Entry of Default Judgment Paid by: J. J. Powell, Inc. (plaintiff) Receipt number: 1918152 Dated: 03/21/2007 Amount: \$20.00 (Check) filed by s/Peter F. Smith, Esq. No CC Notice to Defendant Judgment entered in favor of Plaintiff and against Defendants in the amount of \$25,502.90. | No Judge |
| | Filing: Praeipe, Re: Exemplified Record Paid by: J. J. Powell, Inc. (plaintiff) Receipt number: 1918153 Dated: 03/21/2007 Amount: \$15.00 (Check) filed by s/Peter F. Smith, Esq. Certification of Docket Entries with Judgment to Attorney Smith | No Judge |
| | Certificate of Address, filed by s/Peter F. Smith, Esq. No CC | No Judge |

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

MAR 21 2007

Attest.

William B. Jones
Prothonotary/
Clerk of Courts

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

J.J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

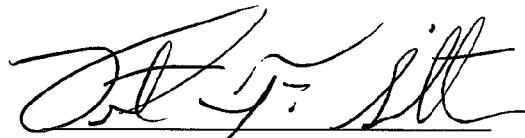
No. 2006-2056-CD

PRAECIPE FOR WRIT OF REVIVAL

To: William A. Shaw, Sr., Prothonotary of Clearfield County

Please issue Writ of Revival of the judgment entered in this Court at the above-captioned matter and index against JOEL GLENNY, d/b/a HICKORY HILL in the amount of \$25,502.90 with interest and costs from November 15, 2006.

Dated: 2-16-12



Peter F. Smith, Esquire
Attorney for Plaintiff

Rule 3032

FILED
09.49/64
FEB 23 2012
William A. Shaw
Prothonotary/Clerk of Court
Piff pd. \$20.00
1 Writ to Atty
OK

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

J.J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

No. 2006-2056-CD

WRIT OF REVIVAL


TO: Joel Glenny
d/b/a Hickory Hill
871 Old Park Road
Lewistown, PA 17044

1. You are notified that the plaintiff has commenced a proceeding to revive and continue the line of the judgment entered to 2006-2056-CD.

2. The Plaintiff claims that the amount due and unpaid is \$25,502.90 with interest from November 15, 2006.

3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do so judgment of revival will be entered.

Date: 2/23/12



Prothonotary

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

J.J. POWELL, INC.,
Plaintiff

No. 2006-2056-CD

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

CERTIFICATE OF ADDRESS

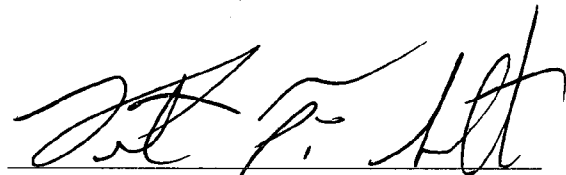
I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: J. J. Powell, Inc.
P. O. Box 30
Philipsburg, PA 16866

Defendant: Joel Glenny
d/b/a Hickory Hill
871 Old Park Road
Lewistown, PA 17044

Date:

2-22-12



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

FILED
070-400-11 NO
S FEB 23 2012 CC

William A. Shaw
Prothonotary/Clerk of Courts

GL

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

J.J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

No. 2006-2056-CD


CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by U. S. Certified Mail, as directed by Pa.R.C.P. 3028 pursuant to Pa.R.C.P. 403 as follows:

Joel Glenny
d/b/a Hickory Hill
871 Old Park Road
Lewistown, PA 17044

Attached hereto and incorporated herein by reference is a true and correct copy of the Certified Mail Receipt.

Date: 2-16-12


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

^S
FILED No cc
0/10/2007
APR 02 2012
William A. Shay
Prothonotary/Clerk of Court

7006 0100 0003 4232 9854

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

LEWISTOWN PA 17044

OFFICIAL USE

| | | | |
|---|----|--------|------|
| Postage | \$ | \$0.45 | 0830 |
| Certified Fee | | \$2.95 | |
| Return Receipt Fee (Endorsement Required) | | \$2.35 | |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 | |
| Total Postage & Fees | \$ | \$5.75 | |

03
 CLEARFIELD PA 16830
 Postmark
 Here
 MAR 21 2012
 USPS

Sent To
 JOEL GLENNY, d/b/a HICKORY HILL
 Street, Apt. No.;
 or PO Box No. 871 OLD PARK ROAD
 City, State, ZIP+4
 LEWISTOWN, PA 17044

PS Form 3800, June 2002 See Reverse for Instructions

| | |
|--|---|
| <p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>JOEL GLENNY d/b/a HICKORY HILL 871 OLD PARK ROAD LEWISTOWN, PA 17044</p> <p>2. Article Number (Transfer from service label)</p> <p>7006 0100 0003 4232 9854</p> <p>PS Form 3811, February 2004</p> | <p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Joe M. Mote 3-29-12</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>P.O. Box 820 Baker FL 32531</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> |
|--|---|

Domestic Return Receipt 102595-02-M-1540

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

J.J. POWELL, INC.,
Plaintiff

vs.

JOEL GLENNY
d/b/a HICKORY HILL,
Defendant

No. 2006-2056-CD

FILED

APR 10 2012

William A. Shaw
Prothonotary/Clerk of Courts

1 Cent 7-11 AM

PRAECIPE TO DISCONTINUE & TERMINATED

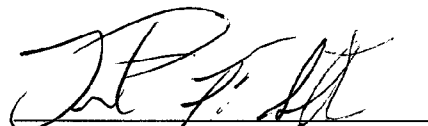
TO: Clearfield County Prothonotary

Dear Sir:

As counsel for Plaintiff in the above-captioned matter I appear and direct that the matter be marked **DISCONTINUED & TERMINATED**. The Defendant's obligation has been discharged by Bankruptcy proceedings.

Respectfully submitted,

Date: 4-6-12



Peter F. Smith, Esquire
Attorney for Plaintiff
P.O. Box 130, 30 S. 2nd St.
Clearfield, PA 16830
(814) 765-5595