

08-343-CD
Glassmere Fuel vs Bly Bros. Inc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,
Plaintiff

vs.

BLY BROS. INC. d/b/a
Towne Market,
Defendant

No. 08-343-CD

Type of Pleading: Complaint

Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

April 1, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED 04/09/2008 200
FEB 28 2008 Atty Hopkins
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 95.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

NOTICE

TO DEFENDANT:

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.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

COMPLAINT

AND NOW, comes the Plaintiff, Glassmere Fuel Service, by and through its attorneys, Hopkins Heltzel LLP, and says as follows:

COUNT I

1. Plaintiff is Glassmere Fuel Service, Inc., a Pennsylvania corporation, with a principal business address of P.O. Box 187, Curtisville, Pennsylvania 15032.
 2. Defendant, Bly Bros. Inc., is a Pennsylvania corporation, doing business as Towne Market, with a principal business address at 1393 Treasure Lake, DuBois, Pennsylvania, 15801.
 3. In or about the year 2007, Defendant requested Plaintiff to provide Defendant with gasoline.
 4. Plaintiff has supplied gasoline to Defendant, the cost of which is \$30,341.82 that Defendant has failed to pay. See Exhibit "A" which is incorporated by reference as if set forth at length herein.
 5. As a result of Plaintiff's delivery of gasoline, Defendant is indebted to Plaintiff in the amount of \$30,796.94.

6. Defendant has refused to pay same, notwithstanding Plaintiff's timely demands.

7. The actions of Defendant constitute breach of contract for which Plaintiff has suffered damages.

8. Defendant executed a credit application on June 27, 2007 (see Exhibit "B") in which Defendant agreed to pay finance charges of 1 1/2% per month on unpaid balances.

9. Through March 1, 2008 finance charges equal \$3,222.66.

10. The total amount due from Defendant to Plaintiff as of March 1, 2008 will be \$30,796.94.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant Bly Bros. Inc. d/b/a Towne Market, in the amount of \$30,796.94 together with pre-judgment and post-judgment interest, costs of suit, attorney fees and such other and further relief as the Court deems fair and equitable.

COUNT II - QUANTUM MERUIT

11. Plaintiff repeats and incorporates the allegations of Count I as if set forth at length herein.

12. Plaintiff provided gasoline to Defendant at the request and for the benefit of Defendant.

13. Defendant has received the benefits of Plaintiff's gasoline and services, the fair market value of which is \$27,574.28 plus interest at the rate of 1 1/2% per month for a total amount in value of \$30,796.94.

14. Defendant has failed to pay Plaintiff. Plaintiff is entitled to recovery together with accrued interest under the theory of quantum meruit.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$30,796.94 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT III - UNJUST ENRICHMENT

15. Plaintiff repeats and incorporates the allegations of Count I and Count II as if set forth at length herein.

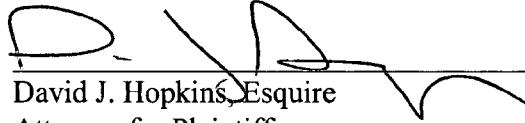
16. Defendant has received the benefits of Plaintiff's good & services and has not paid Plaintiff.

17. The actions of Defendant have caused Defendant to be unjustly enriched at the expense of Plaintiff. Said unjust enrichment is \$27,574.28 of gasoline together with interest through March 1, 2007 for a total amount of said unjust enrichment of \$30,796.94.

18. Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$30,796.94 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by twelve jurors on all issues presented herein.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

GLASSMERE FUEL SERVICE, INC.

BY: Dell M. Cromie, Pres.
Dell M. Cromie

ARTRASEP9
Run Date 02/19/08
Run Time 15:42

PLAZMARE FUEL SERVICES, INC.
Accounts Receivable
Period Aged Report
Sorted By Customer Number / Invoice Date

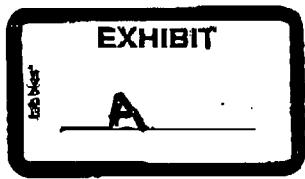
Page 1

Invoice Number	Invoice Date	Dated On/After 01/21/08	Dated 12/22/07			Dated 12/23/07			Dated 12/24/07		
			% of Cust Total	% of Cust Total	% of Cust Total	12/22/07 Thru 01/20/08	Cust Total	12/23/07 Thru 01/21/08	Cust Total	12/24/07 Thru 01/22/08	Cust Total
CUSTOMER 9430427 BLV BROS INC d/b/a	Phone (614) 361-1880	(814) 591-1012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1178280 10/15/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1183090 10/15/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1187260 10/28/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93071001 10/31/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93071001 11/30/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93071201 12/31/07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
395649 01/22/08	6,084.07	20.1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT 01/24/08	-48,170.83	-153.8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93080101 01/31/08	107 408.02	1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Customer Total	-41,688.74	-137.4	270.87	3.2	608.94	2.0	70,445.23	232.2	80,341.82	100.0	
Credit Available	99,949.657.18										
Final Total	-41,688.74	-137.4	270.87	3.2	608.94	2.0	70,445.23	232.2	80,341.82	100.0	
Total Unpaid Finance Charges:											
Sum of Credit Balance Accounts:											

Final Total -41,688.74 -137.4 270.87 3.2 608.94 2.0 70,445.23 232.2

80,341.82

100.0

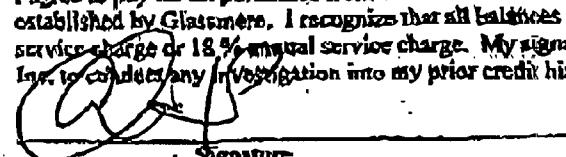


Sales Representative/Office Location BOB TEORSKY / MAINCREDIT APPLICATIONCOMPANY NAME Bly Bros. Inc DBA Towne MarketCOMPANY PHONE # 814 371-5070 COMPANY FAX # 814 371-5880COMPANY E-MAIL ADDRESS 1/1A CHECK HERE IF YOU WOULD LIKE TO RECEIVE INDUSTRY NEWS FROM US VIA E-MAILADDRESS 1393 Treasure Lake Dubois STATE PA ZIP CODE 15801BANK Country National Bank ACCOUNT # 1477785 BRANCH DuboisCOMPANY PRESIDENT'S NAME Charles H. Bly SSN # 170549855HOME ADDRESS 138 Treasure Lake Dubois STATE PA ZIP CODE 15801HOME PHONE # 814 371-5880CREDIT/TRADE REFERENCES

NAME	ACCOUNT #	PHONE #	
1. <u>CSB Bank (now Northwest Savings Bank)</u>	<u>1800 925 7189</u>	<u>Coors (Stev)</u>	
2. <u>First Commonwealth Bank</u>	<u>604 371-2345</u>	<u>Coors (8 yrs)</u>	
3. <u>McHenry Bros Inc</u>	<u>Robert Hesse 800 862-4979</u>	<u>(Sok whistler 9 years)</u>	
4. <u></u>	<u>814 371-5880</u>	<u></u>	

HOW LONG IN BUSINESS? 12 yearsCORPORATION 5/1 chapter 5" PROPRIETORSHIP

I agree to pay for all purchases from Glassmire Fuel Service, Inc. within the terms that have been established by Glassmire. I recognize that all balances unpaid past terms are subject to a 1 1/2% per month service charge or 18% annual service charge. My signature hereby authorizes Glassmire Fuel Service, Inc. to conduct any investigation into my prior credit history.



Signature

6/27/07 President

Title

6/27/07

Date

*NOTE: Must have social security number of owner or president, and/or home address.

EXHIBIT

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343-C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Praeclipe to
Reinstate Complaint.
: Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
: (814) 375-0300

FILED Atty pd. 7.00
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LAT
William A. Shak
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
:
vs. : No. 08-343 C.D>
:
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint filed in the above captioned matter.

Respectfully submitted,

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
Attorney for Plaintiff

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
BLY BROS., INC. d/b/a :
Towne Market, : **PRAECLPSE FOR ENTRY
OF APPEARANCE**
Defendant : Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

FILED 2cc
01/10/57 AM Atty DuBois
MAY 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

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

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant in the above captioned matter.



Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
BLY BROS., INC. d/b/a :
Towne Market, :
Defendant : **ANSWER AND NEW
MATTER TO PLAINTIFFS
COMPLAINT**
: Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

FILED
01/05/2008 3CC
MAY 02 2008 Atty DuBois

William A. Shaw
Prothonotary/Clerk of Courts

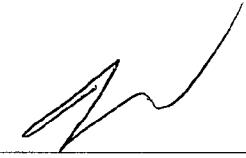
(G)

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

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

NOTICE TO PLEAD

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.



Jeffrey S. DuBois, Esquire
Attorney for Defendant

210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

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

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

**ANSWER AND NEW MATTER
TO PLAINTIFFS COMPLAINT**

AND NOW, comes the Defendant, BLY BROS., INC., d/b/a TOWNE MARKET, by and through its attorney, Jeffrey S. DuBois, Esquire, who files this Answer and New Matter to Plaintiffs Complaint, and in support thereof avers the following:

COUNT I

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part and denied in part. It is admitted that Plaintiff has supplied gasoline to Defendant, but it is denied that only Thirty Thousand Three Hundred Forty One and 82/100 (\$30,341.82) Dollars in gasoline has been supplied to Defendant. On the contrary, well over said amount in gasoline has been supplied by Plaintiff to Defendant, and Defendant has paid monies owed to Plaintiff, for the most part, for the gasoline that has been provided to Defendant. In addition to the above, Defendant disputes the amount

set forth in Plaintiffs paragraph four (4), as the amount owed by Defendant to Plaintiff is significantly less.

5. Denied for the reasons set forth in paragraph four (4) herein, as well as Defendants Answer and New Matter.

6. Denied. Defendant has repeatedly paid Plaintiff since April of 2007, and oftentimes, after November 2007, paid Plaintiff not only for gasoline supplied at that time, but also made additional payments to Plaintiff.

7. Denied. It is denied Defendants actions constitute breach of contract. By way of further answer, Plaintiff has failed to allege contractual terms between the parties to which Defendant has breached, nor was there a written contract between the parties.

8. Admitted in part and denied in part. It is admitted that Defendant executed said application, but it is denied that said finance charges are appropriate, and/or legal, and the same could be viewed as usurious and unlawful under state law.

9. Denied. It is denied Defendant owes finance charges in the amount set forth in Plaintiffs paragraph nine (9), as said amounts are incorrect and usurious.

10. Denied for the reasons set forth herein and in Defendants New Matter.

WHEREFORE, Defendant respectfully requests this Honorable Court to award judgment in Defendants favor and against Plaintiff.

COUNT II – QUANTUM MERUIT

11. No responsive pleading is required.

12. Admitted.

13. It is admitted Defendant has received gasoline from Plaintiff, but it is denied the amount owed by Defendant to Plaintiff is Thirty Thousand Seven Hundred Ninety Six

and 94/100 (\$30,796.94) Dollars, as Defendant has made repeated payments to Plaintiff and it is believed and therefore averred by Defendant that the amount owed is less than the amount set forth by Plaintiff.

14. Denied. It is denied Defendant has failed to pay Plaintiff, and on the contrary, Defendant has made numerous payments to Plaintiff.

WHEREFORE, Defendant respectfully requests this Honorable Court to award judgment in its favor and against Plaintiff.

COUNT III – UNJUST ENRICHMENT

15. No responsive pleading is required.

16. It is admitted that Defendant has received gasoline from Plaintiff, but it is denied Defendant has not paid Plaintiff, and on the contrary, Defendant has repeatedly made payments over the past nine (9) months to Plaintiff.

17. It is admitted that Defendant does owe some monies to Plaintiff, but it is denied that Plaintiff is entitled to monies in the amount of Thirty Thousand Seven Hundred Ninety Six and 94/100 (\$30,796.94) Dollars.

18. Denied for reasons set forth previously herein.

WHEREFORE, Defendant respectfully requests this Honorable Court to award judgment in its favor and against Plaintiff.

NEW MATTER

19. Defendant hereby incorporates paragraphs 1 through 18 as if set forth in full herein.

20. Since April 2007, Plaintiff has been providing gas to Defendant, and Defendant has made payments on the same.

21. There was no written contract between the parties.

22. During the past few months, representatives from Plaintiff have been in contact with representatives of Defendant to set up a payment plan.

23. It was agreed by the parties that Defendant would not only pay for the gasoline delivered on each occasion, but also make extra payments.

24. Since this agreement, Defendant has made both of the above payments on each occasion gasoline has been delivered.

25. In light of the subsequent agreement of the parties, and Defendant's compliance therewith, Plaintiff is estopped from filing suit against Defendant.

26. Plaintiff's allegations fail to state a claim upon which relief may be granted.

27. Plaintiff's claim is barred by the Statute of Frauds.

WHEREFORE, Defendant respectfully requests this Honorable Court to award judgment in its favor and against Plaintiff.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant

VERIFICATION

I, CHARLES H. BLY, President of Bly Bros., Inc., d/b/a Towne Market, verify that the statements in the foregoing Answer and New Matter to Plaintiffs Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Charles H. Bly, President

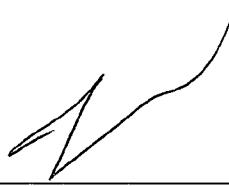
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 2nd day of May, 2008, I served a true and correct copy of the within Defendant's Answer and New Matter to Plaintiffs Complaint by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire
100 Meadow Drive, Suite 5
DuBois, PA 15801



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343-C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

TO: Bly Bros. Inc.
d/b/a Towne Market
1393 Treasure Lake
DuBois, PA 15801

DATE OF NOTICE: May 1, 2008

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 NOTICE 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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

FILED No CC -
09:43 am
MAY 05 2008
CK

William A. Shaw
Prothonotary/Clerk of Courts


DAVID J. HOPKINS, ESQUIRE
Attorney for Plaintiff
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Answer to New Matter
: Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
: (814) 375-0300

FILED
MAY 21 2008
10cc
6K

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
: vs. : No. 08-343 C.D.
: :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

ANSWER TO NEW MATTER

AND NOW, comes the Plaintiff, Glassmere Fuel Service, Inc., by and through its attorneys, Hopkins Heltzel LLP, and answer the New Matter of Defendant as follows:

19. No answer is required of this paragraph.
20. Admitted in part and denied in part. Plaintiff supplied gasoline to Defendant from April 2007 through January 22, 2008. Defendant ran up a substantial bill in excess of \$70,000.00. Plaintiff made payments through January 22, 2008 at which time Defendant stopped purchasing gasoline from Plaintiff and has made no payments other than one payment of \$2,000.00 subsequent to the filing of this lawsuit.
21. Denied. Plaintiff supplied gasoline to Defendant and provided Defendant with a bill for same.
22. Denied.
23. Admitted in part and denied in part. Plaintiff admits that after Defendant was indebted to Plaintiff in excess of \$70,000.00, the parties agreed that Defendant would pay for gasoline delivered and also make extra payments. However, Defendant has not

ordered any gasoline from Plaintiff since January 22, 2008 and did not make any payments until the initiation of this lawsuit.

24. Admitted in part and denied in part. Plaintiff admits that after Defendant was indebted to Plaintiff in excess of \$70,000.00, the parties agreed that Defendant would pay for gasoline delivered and also make extra payments. However, Defendant has not ordered any gasoline from Plaintiff since January 22, 2008 and did not make any payments until the initiation of this lawsuit.

25. Denied. Defendant stopped ordering gasoline on January 22, 2008 and made no payments until after the initiation of this lawsuit.

26. Denied. Plaintiff has set forth three (3) different causes of action all of which relief can be granted to Plaintiff.

27. Denied. The Statute of Frauds does not bar Plaintiff's claims as set forth in Plaintiff's Complaint.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendant's New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

GLASSMERE FUEL SERVICE, INC.

BY: Dell M. Cromie
Dell M. Cromie

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

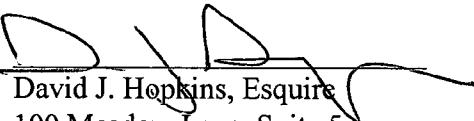
GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Summary Judgment, filed on behalf of Plaintiff, Glassmere Fuel Service, Inc., was served on the 4th day of May, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103820**

GLASSMERE FUEL SERVICE, INC.

Case # 08-343-CD

vs.

BLY BROS. INC. d/b/a Towne Market

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW June 23, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO BLY BROS. INC. D/B/A TOWNE MARKET, DEFENDANT. NO ATTEMPTS

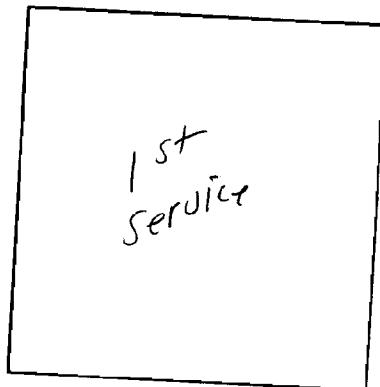
SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HOPKINS	18347	10.00
SHERIFF HAWKINS	HOPKINS	18347	9.00

FILED

JUN 23 2008
0/21451 W
William A. Shaw
Prothonotary/Clerk of Courts



Sworn to Before me This

____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343-CD
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Complaint
: Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300

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

FEB 28 2008

Attest.

William L. Hines
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
:
vs. : No.
:
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

NOTICE

TO DEFENDANT:

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.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. :
No. :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, Glassmere Fuel Service, by and through its attorneys, Hopkins Heltzel LLP, and says as follows:

COUNT I

1. Plaintiff is Glassmere Fuel Service, Inc., a Pennsylvania corporation, with a principal business address of P.O. Box 187, Curtisville, Pennsylvania 15032.
 2. Defendant, Bly Bros. Inc., is a Pennsylvania corporation, doing business as Towne Market, with a principal business address at 1393 Treasure Lake, DuBois, Pennsylvania, 15801.
 3. In or about the year 2007, Defendant requested Plaintiff to provide Defendant with gasoline.
 4. Plaintiff has supplied gasoline to Defendant, the cost of which is \$30,341.82 that Defendant has failed to pay. See Exhibit "A" which is incorporated by reference as if set forth at length herein.
 5. As a result of Plaintiff's delivery of gasoline, Defendant is indebted to Plaintiff in the amount of \$30,796.94.

6. Defendant has refused to pay same, notwithstanding Plaintiff's timely demands.

7. The actions of Defendant constitute breach of contract for which Plaintiff has suffered damages.

8. Defendant executed a credit application on June 27, 2007 (see Exhibit "B") in which Defendant agreed to pay finance charges of 1 1/2% per month on unpaid balances.

9. Through March 1, 2008 finance charges equal \$3,222.66.

10. The total amount due from Defendant to Plaintiff as of March 1, 2008 will be \$30,796.94.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant Bly Bros. Inc. d/b/a Towne Market, in the amount of \$30,796.94 together with pre-judgment and post-judgment interest, costs of suit, attorney fees and such other and further relief as the Court deems fair and equitable.

COUNT II - QUANTUM MERUIT

11. Plaintiff repeats and incorporates the allegations of Count I as if set forth at length herein.

12. Plaintiff provided gasoline to Defendant at the request and for the benefit of Defendant.

13. Defendant has received the benefits of Plaintiff's gasoline and services, the fair market value of which is \$27,574.28 plus interest at the rate of 1 1/2% per month for a total amount in value of \$30,796.94.

14. Defendant has failed to pay Plaintiff. Plaintiff is entitled to recovery together with accrued interest under the theory of quantum meruit.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$30,796.94 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT III - UNJUST ENRICHMENT

15. Plaintiff repeats and incorporates the allegations of Count I and Count II as if set forth at length herein.

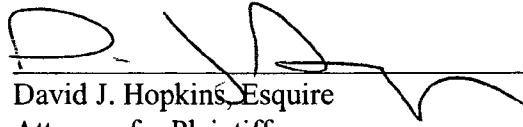
16. Defendant has received the benefits of Plaintiff's good & services and has not paid Plaintiff.

17. The actions of Defendant have caused Defendant to be unjustly enriched at the expense of Plaintiff. Said unjust enrichment is \$27,574.28 of gasoline together with interest through March 1, 2007 for a total amount of said unjust enrichment of \$30,796.94.

18. Plaintiff is entitled to recover under the theory of unjust enrichment.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages in the amount of \$30,796.94 together with pre-judgment interest, post-judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by twelve jurors on all issues presented herein.

Respectfully submitted,



Handwritten signature of David J. Hopkins, Esquire, in black ink. The signature is fluid and cursive, with a prominent 'D' at the beginning and a 'J' in the middle. It is written over a thin horizontal line.

David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

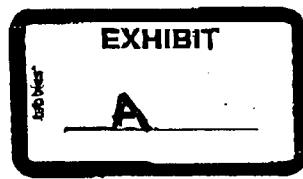
GLASSMERE FUEL SERVICE, INC.

BY: Dell M. Cromie, Pres.
Dell M. Cromie

AKRAGEPR
Run Date 02/19/03
Run Time 16:42

Accounts Receivable
Period Aged Report
Generated By Customer Number / Invoice Date

No. 5429 p. 9 p. 2



Sales Representative/Office Location BOB TEORSKY / MAINCREDIT APPLICATIONCOMPANY NAME Bly Bros. Inc DBA Towne MarketCOMPANY PHONE # 814 371-5070 COMPANY FAX # 814 371-5880COMPANY E-MAIL ADDRESS 11A CHECK HERE IF YOU WOULD LIKE TO RECEIVE INDUSTRY NEWS FROM US VIA E-MAILADDRESS 1393 Treasure Lake DR, STATE PA ZIP CODE 15801BANK Country National Bank ACCOUNT # 1477185 BRANCH DUBOISCOMPANY PRESIDENTS NAME Charles H. Bly SSN 170542855HOME ADDRESS 138 Treasure Lake DR, STATE PA ZIP CODE 15801HOME PHONE # 814 371-5880CREDIT/TRADE REFERENCES

NAME	ACCOUNT #	PHONE #	
1. <u>CSB Bank (now Northwest Savings Bank)</u>	<u>1800 925 7189</u>	<u>Coans (84)</u>	
2. <u>First Commonwealth Bank</u>	<u>1371-2345</u>		<u>Coans (84)</u>
3. <u>McHenry Bros Inc</u> Robert Kesse	<u>800 862-4979</u>		<u>Sole Wholesaler 9 years</u>
4. <u></u>	<u>814 371-5880</u>		

HOW LONG IN BUSINESS? 12 yearsCORPORATION Subchapter S PROPRIETORSHIP

I agree to pay for all purchases from Glassmores Fuel Service, Inc. within the terms that have been established by Glassmores. I recognize that all balances unpaid past terms are subject to a 1 1/2% per month service charge or 18% annual service charge. My signature hereby authorizes Glassmores Fuel Service, Inc. to conduct any investigation into my prior credit history.

6/27/07 President

Title

Signature

6/27/07

Date

*NOTE: Must have social security number of owner or president, and/ or home address.

EXHIBIT

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103986
NO: 08-343-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: GLASSMERE FUEL SERVICE, INC.
vs.
DEFENDANT: BLY BROS. INC. d/b/a TOWN MARKET

SHERIFF RETURN

NOW, April 10, 2008 AT 3:10 PM SERVED THE WITHIN COMPLAINT ON BLY BROS., INC. d/b/a Towne Market DEFENDANT AT 1393 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONNA TRUESDALE, CLERK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

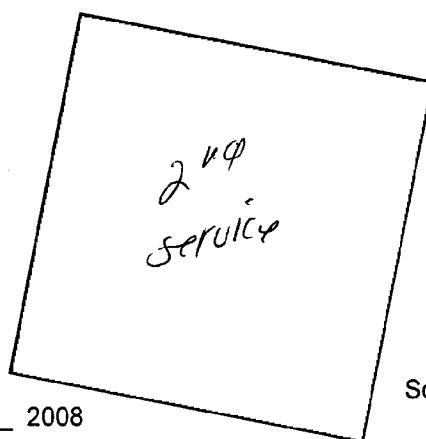
SERVED BY: COUDRIET / NEVLING

FILED

JUN 23 2008

0/2:45 (JM)
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SHERIFF HAWKINS	HOPKINS	18436	28.60



Sworn to Before Me This

____ Day of 2008

So Answers,

*Chester A. Hawkins
by Marilyn Harr*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
:
vs. : No. 08-343 C.D.
:
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

SCHEDULING ORDER

AND NOW, this 13 day of August, 2008, upon consideration of the Motion for Summary Judgment, it is hereby ORDERED that:

1. A Rule is issued upon Respondent to show cause why the moving party is not entitled to the relief requested.
2. The Respondent shall file an Answer to the Motion within 30 days of this date;
3. The Motion shall be decided under Pa.R.C.P. §206.7;
4. Argument shall be held on the 2nd day of October, 2008 at 9:00 o'clock A.M., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania; and
5. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,



JUDGE

FILED ^{cc}
014:00 6/13/08
AUG 13 2008
Artie Hopkins
(68)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
Type of Pleading: Plaintiff's Motion for
Summary Judgment
Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
Counsel of Record for this party:
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

FILED
AUG 11
01/23/01
William A.
Prothonotary/Clerk
No. 98

FILED
AUG 11 2008
013301
William A. Shaw
Prothonotary/Clerk of Courts
No. 88C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
	:	
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Plaintiff, Glassmere Fuel Service, Inc., by and through its attorneys, Hopkins Heltzel LLP, respectfully request this Court grant summary judgment in Plaintiff's favor pursuant to Pa.R.C.P. 1035.1 et seq. and in support thereof avers as follows:

1. This collection case was initiated by Plaintiff on February 28, 2008 by a filing of a Complaint.

2. The basis of Plaintiff's Complaint is that it delivered gasoline to the Defendant and has not been paid.

3. Plaintiff's Complaint consists of three (3) counts, breach of contract, quantum meruit, and unjust enrichment.

4. The amount due and owing for gasoline delivered to Defendant but not paid as of July 31, 2008 is \$25,574.29

5. On June 27, 2007, prior to Defendant receiving any gasoline deliveries, Defendant entered into a credit application with Plaintiff and therein agreed to pay one and one half (1.5%) percent per month service charge for eighteen (18%) percent annual

service charge on unpaid balances. As of July 31, 2008, the service charges total \$5,196.46.

6. The total amount Defendant owes Plaintiff as of July 31, 2008 is \$30,770.75.

7. Defendant filed an Answer in which Defendant admitted executing the credit application (see paragraph 8 of Defendant's Answer).

8. Defendant admitted receiving gasoline from Plaintiff but denies owing Plaintiff the amount set forth in the Complaint (see paragraph 13 of Defendant's Answer).

9. Defendant admits owing Plaintiff money (see paragraph 17 of Defendant's Answer).

10. Attached hereto as Exhibit "A" is the Affidavit of Dell Cromie who is the President of Glassmere Fuel Services, Inc. The Affidavit sets forth the gasoline purchased by Defendant together with the accrued interest through June 30, 2008. The Affidavit sets forth that through June 31, 2008, after giving Defendant credit for all payments made to Plaintiff, the amount due and owing Plaintiff is \$30,770.75.

11. The pleadings and affidavits attached to this Motion shows there in no genuine issue of material facts to be tried.

12. Plaintiff is entitled to judgment as a matter of law for the reasons set forth in the accompanying Brief.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter summary judgment in favor of Plaintiff and against Defendant, Bly Bros., Inc. d/b/a Towne Market in the amount of \$30,770.75 with costs and interest from July 31, 2008.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

AFFIDAVIT

Commonwealth of Pennsylvania :
: ss:
County of Allegheny :

I, Dell M. Cromie, being duly sworn according to law deposes and says as follows:

1. I am the president of Glassmere Fuel Service Inc. and as such I am familiar with the account of Bly Bros., Inc. (BBI).
2. Prior to selling gasoline to BBI, I required BBI to sign a credit application. I the credit application BBI agreed to pay 1-1/2 percent per month on all unpaid balances. See Exhibit "1." Glassmere Fuel delivered gasoline to BBI and has not been paid.
3. To date BBI after giving BBI credit for all payments made Bly Bros, Inc. is indebted to Glassmere in the amount of \$25,574.29 for gasoline purchases and \$5,196.46

for service charges totaling \$30,770.75 as of July 31, 2008. Attached hereto as Exhibit "2" is our standard printout for BBI's account showing the amount due and owing as of July 31, 2008.

Date: July 31, 2008

Dell M. Cromic, Pres.
Dell M. Cromic

Sworn to and subscribed by me
this 1 of August, 2008.

Darlene K. Steiner
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Darlene K. Steiner, Notary Public
Freeport Boro, Armstrong County
My Commission Expires Nov. 9, 2008

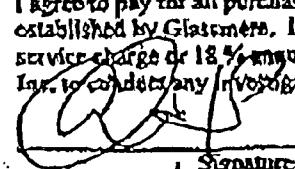
Member, Pennsylvania Association Of Notaries

Sales Representative/Office Location BOB TEORSKY / MAINCREDIT APPLICATIONCOMPANY NAME Bly Bros. Inc DBA Towne MarketCOMPANY PHONE # 814 371-5070 COMPANY FAX # 814 371-5880COMPANY E-MAIL ADDRESS 1/1 CHECK HERE IF YOU WOULD LIKE TO RECEIVE INDUSTRY NEWS FROM US VIA E-MAILADDRESS 1393 Treasure Lake DUBOIS STATE PA ZIP CODE 15801BANK County National Bank ACCOUNT # 147785 BRANCH DUBOISCOMPANY PRESIDENTS NAME Charles H. Bly SSN 17054-9855HOME ADDRESS 138 Treasure Lake DUBOIS STATE PA ZIP CODE 15801HOME PHONE # 814 371-5880CREDIT/TRADE REFERENCES

NAME	ACCOUNT#	PHONE#	
1. <u>CSB Bank (now Northwest Saving Bank)</u>	<u>1800 925 7189</u>	<u>CAMS (51)</u>	
2. <u>First Commonwealth Bank</u>	<u>814 371-2345</u>	<u>CAMS (84)</u>	
3. <u>McHenry Bros Inc</u>	<u>Robert Hesse 800 862-4979</u>	<u>Sok Wholesaler 9 years</u>	
4. <u></u>	<u>814 371-0026</u>	<u></u>	

HOW LONG IN BUSINESS? 12 yearsCORPORATION Subchapter S PROPRIETORSHIP

I agree to pay for all purchases from Glassmeyer Food Service, Inc. within the terms that have been established by Glassmeyer. I recognize that all balances unpaid past terms are subject to a 1 1/2% per month service charge or 18% annual service charge. My signature hereby authorizes Glassmeyer Food Service, Inc. to conduct any investigation into my prior credit history.



Signature

6/27/07 President

Title

6/27/07

Date

*NOTE: Must have social security number of owner or president, and/or home address.

EXHIBIT

ARRAGEPR
Run Date 07/30/08
Run Time 08:33

GLASSMIRE FUEL SERVICE, INC.
Accounts Receivable
Period Aged Report
Sorted By Customer Number / Invoice Date

Page: 1

Invoice Number	Invoice Date	Dated On/After 07/01/08	% of Cust Total			Dated 05/02/08 % of Cust Total			Dated 05/01/08 % of Cust Total			Cumulative % of Account Balance		
			06/01/08	06/30/08	Total	05/02/08	05/31/08	Total	05/01/08	05/31/08	Total	05/01/08	05/31/08	Total
CUSTOMER 9430427 BLY BRUS INC d/b/a*			Phone (814) 371-5670 (814) 371-1012 DUE IN RECEIPT											
1178280 10/05/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	22,697.20	72.6	22,697.20	72.6	45,395.10	146.6
1183090 10/15/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	23,097.90	73.9	45,395.10	146.6	69,261.05	223.0
1187260 10/25/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	23,865.95	76.4	70,455.93	225.5	70,455.93	227.4
93071001 10/31/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	724.88	2.5	724.88	2.5	71,154.87	230.5
93071101 11/30/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	608.94	1.9	608.94	1.9	71,154.87	230.5
93071201 12/31/07		0.00	0.0	0.0	0.0	0.00	0.0	0.0	970.69	3.1	970.69	3.1	72,225.56	230.5
395199 01/22/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	6,084.07	19.5	6,084.07	19.5	78,309.63	250.0
93080101 01/31/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	403.02	1.3	403.02	1.3	78,312.65	251.3
93080201 02/29/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	391.35	1.3	391.35	1.3	78,312.65	251.3
CREDIT 03/18/08		504170.83	-160.6	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00	0.0	28,733.17	92.0
3582000 03/21/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	495.00	1.6	495.00	1.6	29,228.17	93.5
93080301 03/31/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	390.97	1.3	390.97	1.3	29,219.14	94.8
93080401 04/30/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	385.68	1.2	385.68	1.2	30,304.82	96.7
3610003 05/07/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	30,211.82	96.7	30,211.82	96.7	30,304.82	96.7
93080501 05/31/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	400.68	1.3	400.68	1.3	30,312.50	98.0
3635800 06/03/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	0.00	0.0	0.00	0.0	30,352.50	98.7
93080601 06/30/08		0.00	0.0	0.0	0.0	0.00	0.0	0.0	391.59	1.3	391.59	1.3	31,244.09	100.0
Customer Total		-50,170.83	-160.6	631.59	2.0	607.68	1.9	1.9	80,175.65	256.6	80,175.65	256.6	31,244.09	100.0
Credit Available		-31,244.09		Total Balance Past Due		31,244.09								
Final Total		-50,170.83	-160.6	631.59	2.0	607.68	1.9	1.9	80,175.65	256.6	80,175.65	256.6	31,244.09	100.0
Total Unpaid Finance Charges:				4,727.80										
Sum of Credit Balance Accounts:		0.00												

* - Denotes a difference in this total and the current balance for the customer in the customer master file.

EXHIBIT

2

Legal Recd
untrust
Open payment
50,170.83
Principal
25,514.29
51,964.46
30.1
.004
75,745.12
0.c
009
4,727.80

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

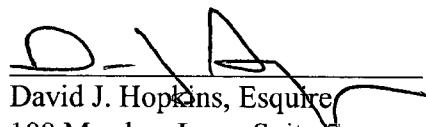
GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Summary Judgment, filed on behalf of Plaintiff, Glassmere Fuel Service, Inc., was served on the 11 day of August, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite S
DuBois, PA 15801

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

GLASSMERE FUEL SERVICES, INC. : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
: MOTION FOR CONTINUANCE
BLY BROS. INC., d/b/a,
Towne Market, :
Defendant : Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

FILED
0 1:29 P.M. 08
AUG 27 2008 2cc Atty
GK

William A. Shaw
Prothonotary/Clerk of Courts



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

GLASSMERE FUEL SERVICES, INC. : No. 08-343-CD
Plaintiff :
: :
: :
Vs. : :
: :
: :
BLY BROS. INC., d/b/a,
Towne Market, :
Defendant : :
: :
: :

ORDER

AND NOW, this 28 day of August, 2008, in consideration of
Defendant's Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED that the Argument scheduled for
October 2, 2008, be rescheduled for the 8th day of October, 2008, at
9:00 o'clock A.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Judge

FILED *2008*
09/4/08 *Atty Dubois*
AUG 29 2008 *GW*

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/29/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

Defendant(s) _____ Defendant(s) Attorney _____ Other _____

Special Instructions:

IN THE COURT OF COMMON PLEAS OF THE
JEFFERSON COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

GLASSMERE FUEL SERVICES, INC.	:	No. 08-343-CD
Plaintiff	:	
	:	
	:	
Vs.	:	
	:	
	:	
BLY BROS. INC., d/b/a, Towne Market,	:	
Defendant	:	

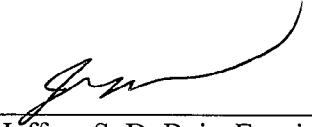
MOTION FOR CONTINUANCE

AND NOW, comes the Defendant, BLY BROS. INC. d/b/a Towne market, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There is Argument on Plaintiff's Motion scheduled for October 2, 2008, at 9:00 o'clock a.m.
2. The undersigned will be on vacation out of state on that same date.
3. Therefore, the undersigned requests said Argument be continued to another date and time.
4. Attorney for Plaintiff is agreeable to said continuance.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant a continuance in this matter and reschedule the Argument to another date and time.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant

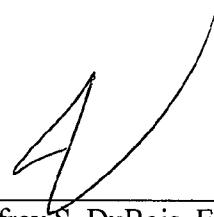
IN THE COURT OF COMMON PLEAS OF THE
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GLASSMERE FUEL SERVICES, INC. : No. 08-343-CD
Plaintiff :
: :
: :
Vs. : :
: :
BLY BROS. INC., d/b/a, :
Towne Market, :
Defendant :
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 27th day of August, 2008, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

David P. Hopkins, Esquire
100 Meadow Lane
DuBois, PA 15801



Jeffrey S. DuBois, Esquire

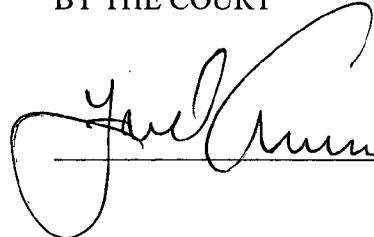
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
: vs. : No. 08-343 C.D.
: :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

ORDER

AND NOW, this 8th day of September, 2008, upon consideration of the Motion to Compel filed on behalf of Plaintiff, Glassmere Fuel Service, Inc., and any response thereto, it is hereby ORDERED, ADJUDGED and DECREED that the Defendant shall produce all documents sought by way of Plaintiff's Request for Production of Document by September 29, 2008.

BY THE COURT



JUDGE

FILED
11:39 AM
SEP 10 2008
Atty Hopkins

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

DATE: 09/01/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

SEP 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Motion to Compel
: Filed on behalf of: Glassmere Fuel
Service, Inc.
: Counsel of Record for this party:
: HOPKINS HELTZEL LLP
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED NO CC
M 110 2008
SEP 05 2008
60

William A. Shaw
Prothonotary/Clerk of Courts

IN IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-343 C.D.
	:	
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

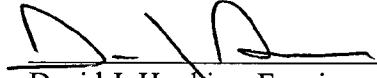
MOTION TO COMPEL

AND NOW, comes Plaintiff, Glassmere Fuel Service, Inc., by and through its attorneys, Hopkins Heltzel LLP, and requests this Honorable Court to compel the Defendant to answer Interrogatories and respond to the Request for Production propounded by said Plaintiff and states the following in support thereof:

1. On May 22, 2008, Plaintiff's First Request for Production of Documents was forwarded to Defendants in care of their attorney, Jeffrey S. DuBois.
2. As of September 2, 2008, Defendant has failed to respond to said Request for Production of Documents.
3. On July 30, 2008, counsel for Plaintiff wrote a letter to counsel requesting that the Request for Production of Documents be answered. A true and correct copy of this letter is attached hereto and marked as Exhibit "A".

WHEREFORE, Plaintiff requests this Honorable Court to compel Defendant to answer the First Request for Production of Documents propounded to them within twenty (20) days of the date of the attached Order.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

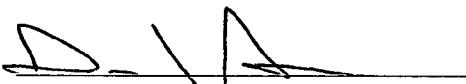
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
:
vs. : No. 08-343 C.D.
:
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Motion to Compel filed on behalf of Plaintiff, Glassmere Fuel Service, Inc., was forwarded on the 4th day of September, 2008, by United States Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins

Licensed in PA & NJ
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: hhlaw@comcast.net

Lea Ann Heltzel

Licensed in PA

July 30, 2008

Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801

Re: Glassmere Fuel Service, Inc. vs. Bly Bros. Inc.
d/b/a Towne Market

Dear Mr. DuBois:

Answers to Request for Production of Documents in the above captioned matter are past due. Would you be so kind as to have your client complete same and return to me within the next ten (10) days.

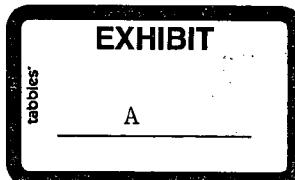
Should you have any questions, please feel free to contact me.

Very truly yours,


David J. Hopkins
Attorney at Law

DJH/bjr

cc: Glassmere Fuel Service, Inc.



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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
: DEFENDANT'S ANSWER TO
BLY BROS., INC. d/b/a : PLAINTIFF'S MOTION FOR
Towne Market, : SUMMARY JUDGMENT
Defendant :
: Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

3CC Atty
DuBois
FILED
08/30/08
SEP 12 2008
W.A. Shaw
Prothonotary/Clerk of Courts

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
:
Vs. :
:
BLY BROS., INC. d/b/a :
Towne Market, :
Defendant :
:

DEFENDANT'S ANSWER TO

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Defendant, Bly Bros. Inc, d/b/a Towne Market, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Defendant's Answer to Plaintiff's Motion for Summary Judgment, and in support thereof, avers the following:

1. Plaintiff has filed a Motion for Summary Judgment in this case against Defendant.
2. Under the Rules of Civil Procedure, Plaintiff's Motion is inappropriate as there remain factual issues in this case and therefore Summary Judgment is not proper.
3. Specifically, there are three (3) main areas which remain disputed issues of fact and

would thus preclude summary judgment. Those issues are as follows:

A. Whether there was a contract formed between the parties, and if so,

what are the terms of that contract; and

B. Whether Defendant has been properly credited for all payments made

to Plaintiff; and

C. Whether the interest attempting to be collected by Plaintiff from Defendant is usurious.

4. To begin with, the first element deals with whether there is an existing contract between the parties. In Plaintiff's Complaint, Plaintiff does not set forth a contract either in its complaint or as an exhibit. The only thing attached by Plaintiff in its complaint is a one page document titled "Credit Application", which was to be filled out by Defendant in the very beginning to receive credit.
5. Such a document clearly is not a contract and does not set forth the necessary terms which would make up a contract between the parties. Even, for arguments sake, if this were assumed to be a contract, there are a number of terms which are missing which would have to be determined by a Court. All such aspects would be factual issues which would need to be dealt with at Trial.
6. The second issue deals with the fact that Plaintiff has failed to properly credit Defendant for all payments made by Defendant.
7. In particular, as will be included to Answers to Interrogatories to Plaintiff, Defendant made a Two Thousand (\$2,000.00) dollar payment to Plaintiff in March, 2008, which Plaintiff has not credited towards to alleged balance owed by Defendant. See Defendant's Exhibit "A" herein.
8. As a consequence, there is a factual issue as to the exact amount of the principal amount owed by Defendant to Plaintiff. Because it is such a factual issue, Summary Judgment is not proper in this case.

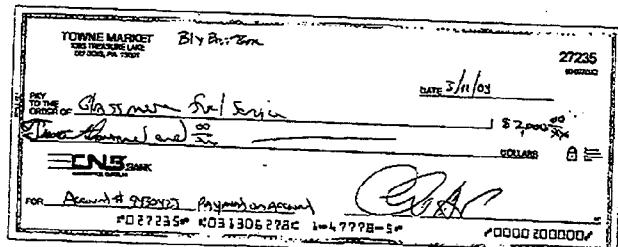
9. Finally, the amount of interest that Plaintiff is attempting to collect from Defendant is usurious.
10. Moreover, the calculation of interest by Plaintiff is not applied uniformly, nor is it applied correctly, with the net result of incorrect and excessive interest being applied to Defendant's account each month. In particular, as can be seen by one of Plaintiff's own documents, an invoice, it charges an interest amount three months in a row with said amount differing by approximately One Hundred (\$100.00) to Two Hundred (\$200.00) dollars each month. This amount goes up and down with no mathematical explanation. See Defendant's Exhibit "B" herein.
11. This document will also be submitted in Defendant's Discovery and Answers to Interrogatories to Plaintiff.
12. As such, the "Record", for purposes of Summary Judgment, contains a number of factual issues which are in dispute and would need to be decided by the Trier of Fact.
13. Therefore, Summary Judgment would not be proper under the Pennsylvania Civil Rules.
14. In light of the above, numerous factual issues exist and Summary Judgment is not an available remedy to Plaintiff.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Motion for Summary Judgment.

Respectfully Submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant



03/20/2008 27235 \$2,000.00

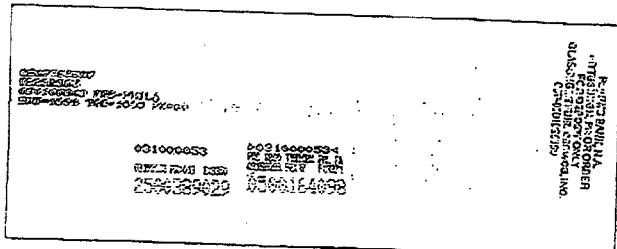


EXHIBIT A

BioDiesel
Glassmere Fuel

bp

INDEPENDENT FRANCHISE OF

**PACIFIC
PRIDE**

Commercial Fueling



Glassmere
Fuel Service

1967 SAXONBURG BLVD.
TARENTUM, PA 15084
GASOLINE • HEATING OIL • DIESEL FUEL • BIO DIESEL
(724) 224-0880 • (724) 265-4646
TOLL FREE - 1-800-235-9054

9430427
ACCOUNT NO.
02/29/08
STATEMENT DATE

Page 1

TO: BLY BROS INC d/b/a
TOWN MARKET
1393 TREASURE LAKE
DUBOIS PA 15801

\$ AMOUNT ENCLOSED

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

ACCOUNT NUMBER	STATEMENT AS OF	DUE LAST STATEMENT	BALANCE LAST STATEMENT	Open Item
9430427	02/29/08	01/31/08		

DATE	INVOICE	DESCRIPTION	AMOUNT	BALANCE
3/05/07		Open Credit Balance	-48,170.83	-48,170.83
3/05/07	1178280	SALES ENTRY	22,697.20	-25,473.63
3/15/07	1183090	SALES ENTRY	23,097.90	-2,375.73
3/25/07	1187260	SALES ENTRY	23,865.95	21,490.22
3/31/07	93071001	FINANCE CHARGE INCOME	784.88	22,275.10
4/30/07	93071101	FINANCE CHARGE INCOME	608.94	22,684.04
5/31/07	93071201	FINANCE CHARGE INCOME	970.69	23,854.73
1/22/08	395199	SALES ENTRY	6,084.07	29,938.80
1/31/08	93080101	FINANCE CHARGE INCOME	403.02	30,341.82
2/29/08	93080201	FINANCE CHARGE INCOME	391.35	30,733.17

PLEASE NOTE: Any payments received after the last day of the month will not be reflected on this statement.

Glassmere Fuel has a new address, please update your files.

P.O. Box 187
Curtisville, PA 15032

NEW MAILING ADDRESS!!

Glassmere Fuel Service, Inc.
P.O. Box 187
Curtisville, PA 15032-0187

Account is subject to a FINANCE CHARGE for late payment, computed at an ANNUAL PERCENTAGE RATE of 18.0% on total past due balance.

TOTAL
AMOUNT
DUE

30,733.17

CURRENT	30 DAYS	60 DAYS	90 DAYS	YTD FINANCE
391.35	6,487.09	-47,200.14	71,054.87	391.35

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
:

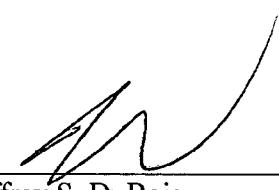
Vs.
:

BLY BROS., INC. d/b/a
Towne Market,
Defendant :
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th day of September, 2008, I served a true and correct copy of the Defendant's Answer to Plaintiff's Motion for Summary Judgment by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801



Jeffrey S. DuBois
Attorney for Plaintiff

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
: **CERTIFICATE OF SERVICE**
BLY BROS., INC. d/b/a :
Towne Market, :
Defendant :
: Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

FILED 200
09/25/2008 Atty DeBois
SEP 26 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

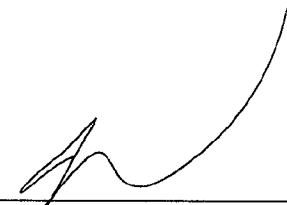
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. :
BLY BROS., INC. d/b/a :
Towne Market, :
Defendant :
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 25th day of September 2008, I served a true and correct copy of the within Defendant's Response to Plaintiff's Request for Production of Documents by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire
100 Meadow Drive, Suite 5
DuBois, PA 15801



Jeffrey S. DuBois

JA

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

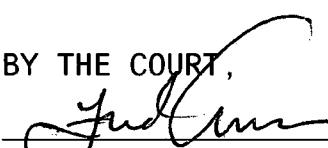
GLASSMERE FUEL SERVICE, INC. }
VS } NO. 08-343-CD
BLY BROS. INC., d/b/a }
TOWN MARKET }

O R D E R

NOW, this 8th day of October, 2008, following argument on the Plaintiff's Motion for Summary Judgment with the parties being in agreement that the case is appropriate for partial summary judgment, it is the ORDER of this Court that partial summary judgment be and is hereby GRANTED in Plaintiff's favor and against the Defendant in the amount of Twenty-three Thousand Five Hundred Seventy-four Dollars and Twenty-nine Cents (\$23,574.29). The Court notes that the remaining issues include whether or not Defendant has been credited for a Two Thousand Dollar (\$2,000.00) payment made in March of 2008 and what interest amount is applicable to the unpaid balance.

The amount in controversy now is less than the arbitration maximum of \$20,000. Accordingly, the Court Administrator shall cause the matter to be listed for arbitration.

BY THE COURT,



President Judge

FILED

01/14/09 B7
OCT 13 2008

2cc
Amy Hopkins
DeBois

William A. Shaw
Prothonotary/Clerk of Courts

610

FILED

OCT 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/13/08

____ You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) Plaintiff(s) Attorney ____ Other
____ Defendant(s) Defendant(s) Attorney
____ Special Instructions:

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

GLASSMERE FUEL SERVICE, INC.

vs.

No. 08-343-CD

BLY BROTHERS

ORDER

NOW, this 14 day of January, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, February 5, 2009 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Benjamin S. Blakley, Esquire, Chairman

Michael S. Marshall, Esquire

Paul Colavecchi, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED 6CC
01037601 CIA
JAN 14 2009 (60)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 05 2009

012106
William A. Shaw
S Prothonotary/Clerk of Courts
NOTICE OF

No. 2008-00343-CD Awmano

To
Mary' Hopkins
+
Abby
on 2/5/09

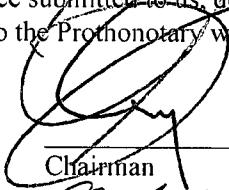
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Glassmere Fuel Service, Inc
vs.
Bly Bros. Inc

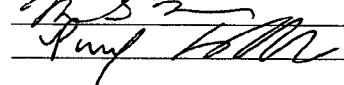
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5th day of February, 2009, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Benjamin S. Blakley, Esq.


Chairman

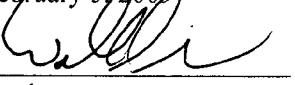
Michael S. Marshall, Esq.


Chairman

Paul Colavecchi, Esq.


Chairman

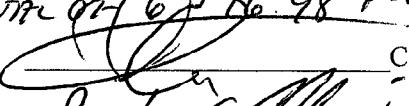
Sworn to and subscribed before me this
February 5, 2009


Prothonotary

AWARD OF ARBITRATORS

Now, this 5 day of February, 2009, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT FOR PLAINTIFF FOR \$2,000.00 AS AGREED
UPON BY THE PARTIES AND INTEREST ON THE UNPAID BALANCE
OF \$4596.98 FOR A TERM OF 6/5/86-98 PLUS INTEREST FROM
2/5/09 AND COSTS OF SUIT


Chairman

(Continue if needed on reverse.)


M 82

ENTRY OF AWARD

Now, this 5th day of February, 2009, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

FILED
FEB 05 2009
William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

Glassmere Fuel Service, Inc.

Vs.

: No. 2008-00343-CD

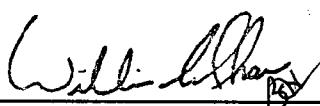
Bly Bros. Inc.

NOTICE OF AWARD

TO: David J. Hopkins, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 5, 2009, and have awarded:

Judgment for Plaintiff for \$2,000.00 as agreed upon by the parties and interest on the unpaid balance of \$4,596.98 for a total of \$6,596.98 plus interest from 2/5/09 and costs of suit.



William A. Shaw

William A. Shaw, Prothonotary

February 5, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on February 5, 2009, at 12:41 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$825.00

COPY

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

Glassmere Fuel Service, Inc.

Vs.

: No. 2008-00343-CD

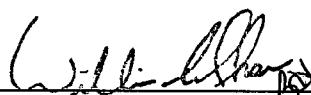
Bly Bros. Inc.

NOTICE OF AWARD

TO: Jeffrey S. DuBois, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 5, 2009, and have awarded:

Judgment for Plaintiff for \$2,000.00 as agreed upon by the parties and interest on the unpaid balance of \$4,596.98 for a total of \$6,596.98 plus interest from 2/5/09 and costs of suit.



William A. Shaw, Prothonotary

February 5, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on February 5, 2009, at 12:41 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$825.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343-C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
Type of Pleading: Praeclipe to
Enter Judgment on Arbitration
Award
Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
Counsel of Record for this party:
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

FILED Atty pd \$20.00
01/17/09 MAR 10 2009 ICC to Atty
William A. Shaw ICC & Notice
Prothonotary/Clerk of Courts to Def

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D>
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

TO: THE PROTHONOTARY

PRAECIPE TO ENTER JUDGMENT ON ARBITRATION AWARD

Please enter judgment on the February 5, 2009 Arbitration Award in favor of Plaintiff, Glassmere Fuel Service, Inc. and against Bly Bros. Inc. d/b/a Towne Market in the amount of \$6,596.98 plus interest from February 5, 2009.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D>
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
.

JUDGMENT NOTICE

Please take note that judgment has been entered against you in the amount of
\$6,596.98 plus interest from February 5, 2009 in the above captioned matter.

Willie Shan 3/10/09

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,
Plaintiff

vs.

No. 08-343-C.D.

BLY BROS. INC. d/b/a
Towne Market,

Defendant

Type of Pleading: Praeclipe to
Enter Judgment on Entire Case

Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *Atty pd.*
03/30/09 20.00
MAR 10 2009 *ICC Notice*
S William A. Shaw
Prothonotary/Clerk of Courts
to Def.
100 Atty
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

TO: THE PROTHONOTARY

PRAECIPE TO ENTER JUDGMENT ON ENTIRE CASE

Please enter judgment in favor of Plaintiff, Glassmere Fuel Service, Inc., and against Bly Bros. Inc. d/b/a Towne Market in the amount of \$30,171.27 pursuant to Summary Judgment Order dated October 8, 2008 in the amount of \$23,574.29 and Arbitration Award dated February 5, 2009 in the amount of \$6,596.98.

Respectfully submitted,

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
.....

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Prothonotary

3/10/09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
Type of Pleading: Praeclipe for Writ
of Execution
Filed on behalf of: Glassmere Fuel
Service, Inc.
Counsel of Record for this party:
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

FILED Atty pd. 20.00
04/12/09
APR 01 2009 1CC Atty
BPD
William A. Shaw
Prothonotary/Clerk of Courts 1CC D/L
Writs to
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

PRAECIPE FOR WRIT OF EXECUTION

TO THE ROTHONOTARY:

Issue Writ of Execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Bly Bros., Inc. d/b/a Towne Market, Defendant;
- (3) against Northwest Savings Bank, Garnishee;
- (4) and enter this Writ in the Judgment index
 - (a) against Bly Bros., Inc. d/b/a Towne Market, Defendant, and
 - (b) against Northwest Savings Bank, as Garnishee,

as a lis pendens against real property of the Defendant in name of Garnishee as follows:

N/A

(5) Amount due \$ 30,171.27

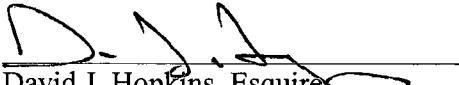
Interest from October 8, 2008
To March 10, 2009 \$ 581.29

Interest from March 10, 2009
To March 31, 2009 \$ 104.15

Costs to be added \$ 365.00

Total \$ 31,221.71

162.00 Prothonotary costs


David J. Hopkins, Esquire
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Writ of Execution
: Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
: Counsel of Record for this party:
DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
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: 100 Meadow Lane, Suite 5
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
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BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

WRIT OF EXECUTION

NOTICE

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

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

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

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

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.

MidPenn Legal Services
211 ½ East Locust Street
Clearfield, PA 16830
(814) 765-9646

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

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against Bly Bros. Inc., d/b/a Towne Market, Defendant.

- (1) you are hereby directed to levy upon the tangible personal property of Defendant located at the "Towne Market", Treasure Lake, Sandy Township, Clearfield County, including but not limited to store inventory, machinery, gasoline and cash and to sell the Defendant's interest therein;
- (2) you are also directed to attach the property of the Defendant not levied upon in the possession of:

Northwest Savings Bank, 5066 Shaffer Road, DuBois, Pennsylvania, as Garnishee, and to notify the Garnishee that:

- (a) an attachment has been issued;
- (b) except as provided in paragraph (c), the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from

delivering any property of the Defendant or otherwise disposing thereof;

- (c) the attachment shall not include any funds in an account of the Defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or

(ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the Defendant's general exemption provided in 42 Pa.C.S. §8123.

- (3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify such other person that he or she has been added as a Garnishee and is enjoined as above stated.

Amount due	\$ 30,171.27
Interest from October 8, 2008 To March 10, 2009	\$ 581.29
Interest from March 10, 2009 To March 31, 2009	\$ 104.15
Costs to be added	\$ <u>365.00</u>

Total \$ 31,221.71

162.00 Prothonotary costs

William Chang 4/1/09
Prothonotary

SEAL OF THE COURT

BY: _____
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption;
2. Bibles, school books, sewing machines, uniforms and equipment;
3. Most wages and unemployment compensation;
4. Social Security benefits;
5. Certain retirement funds and accounts;
6. Certain veteran and armed forces benefits;
7. Certain insurance proceeds;
8. Such other exemptions as may be provided by law.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

CLAIM FOR EXEMPTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

I/WE, the above named Defendant(s), claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon;

(a) I desire that my \$300 statutory exemption be

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

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

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

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

(a) My \$300 statutory exemption: _____ in cash; _____ in kind (specify property): _____

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

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

I/WE request a prompt court hearing to determine the exemption. Notice of the hearing should be given to be at _____

Address

Telephone

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

Bly Bros. Inc. t/d/b/a Towne Market

Date: _____

By: _____

**THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF CLEARFIELD COUNTY**

**230 E. Market Street
Clearfield, PA 16830**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
: Type of Pleading: Interrogatories to
: Garnishee
: Filed on behalf of: Glassmere Fuel
: Service, Inc., Plaintiff
: Counsel of Record for this party:
: HOPKINS HELTZEL LLP
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED NO
10:44 AM
MAY 01 2009
cc
es

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

INTERROGATORIES TO GARNISHEE

IMPORTANT NOTICES TO GARNISHEE

- A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.
- B. The term "Defendant" means the entity against whom the Writ of Execution issued.
- C. "You" means the main office and all branch offices of Northwest Savings Bank.
- D. By service of the Writ of Execution upon you, all property of the Defendant subject to attachment which was then in your possession, custody or control was attached, including all property of the Defendant which comes into your possession thereafter.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served with these Interrogatories or any subsequent time, did you owe the Defendant any money, were you liable to them on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reason?

Yes

2. At the time you were served with these Interrogatories or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant?

Yes, The defendant solely owns a checking account. Account number 2876001658 with the amount of \$255.64. Northwest charges a disclosed processing fee of \$100.00. which leaves \$155.64 for garnishment.

3. At the time you were served with these Interrogatories or at any subsequent time, did you hold legal title to any property of any nature owed solely or in part by the Defendant or in which Defendant held or claimed any interest?

No

4. At the time you were served with these Interrogatories or at any subsequent time, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

No

5. At any time after you were served with these Interrogatories, did you pay, transfer or deliver any money or property to the Defendant, to any person or place pursuant to Defendants' direction, or otherwise discharge any claim of the Defendant against you?

No

6. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, or other accounts or deposits in which Defendant has an interest?

no

7. At the time you were served with these Interrogatories or at any subsequent time, did you hold as fiduciary any property in which the Defendant has any interest?

no

8. At the time you were served with these Interrogatories or at any subsequent time, did you hold any Treasury Bill, repurchase Agreement or any other type of investment or commercial paper in which the Defendant has any interest?

no

9. At the time you were served with these Interrogatories or at any subsequent time, did you have property of the Defendant or property in which it has any interest on deposit or otherwise in your possession, custody or control other than that property indicated in your answers to the previous Interrogatories?

no

10. Have you ever owed money to Defendant or held any property belonging to Defendant? If so, state when you either satisfied the debt or disposed of the property and in what manner, for what consideration, and to whom?

Yes, the defendant solely owns checking account number 2876001658 with the amount of \$255.64.



David J. Hopkins, Esquire
Attorney for Glassmere Fuel Service, Inc.

Glassmere Fuel Service
Vs.

Bly Brothers Inc
Court of Common Pleas
Clearfield County
Case No: 08-343 CD

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Caroline Sorensen

4-29-09

Please forward all future related documents from the above referenced case number to:

Northwest Savings Bank
Attn: Caroline Sorensen
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7353

Thank you.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Glassmere Fuel Service
Plaintiff

v.
Bly Brothers Inc Defendant(s)

NORTHWEST SAVINGS BANK,
Garnishee Case No: 08-243 CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 29th day of April, 2009, to unrepresented parties in the above captioned matter as follows:

Bly Brothers Inc
1393 Treasure Lake
Du Bois PA 15801

Hopkins Heltzel LLP
100 Meadow Ln Suite 5
DuBois PA 15801

By Caroline Sorensen
Caroline Sorensen
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365
(814) 728-7353

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20956
NO: 08-343-CD

PLAINTIFF: GLASSMERE FUEL SERVICE, INC.
vs.
DEFENDANT: BLY BROS. INC D/B/A TOWNE MARKET

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 4/1/2009

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/22/2010

FILED
0/9/2010
FEB 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

6/29/2009 @ SERVED BLY BROS. INC. D/B/A TOWNE MARKET

DEPUTIES ATTEMPTED TO SERVE BLY BROS. INC, D/B/A TOWNE MARKET, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA NOT SERVED OR LEVIED.

4/16/2009 @ 3:30 PM SERVED NORTHWEST SAVINGS BANK

SERVED NORTHWEST SAVINGS BANK, GARNISHEE, BY HANDING TO ERIN MORGAN, BRANCH MANAGER, OF NORTHWEST SAVINGS BANK AT HER PLACE OF EMPLOYMENT 5006 SHAFFER ROAD, DUBOIS, CLARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTEOGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, JULY 29, 2009 RECEIVED AN ORDER TO DISCONTINUE ATTACHMENT AGAINST DEFENDANT, BLY BROS., INC. D/B/A TOWNE MARKET.

@ SERVED

NOW, FEBRUARY 22, 2010 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20956
NO: 08-343-CD

PLAINTIFF: GLASSMERE FUEL SERVICE, INC.

VS.

DEFENDANT: BLY BROS. INC D/B/A TOWNE MARKET

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$80.41

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins
by Cynthia Bitter-Chefetz*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
Type of Pleading: Writ of Execution
Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
Counsel of Record for this party:
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Supreme Court No. 42519
LEA ANN HELTZEL, ESQUIRE
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100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
: :
vs. : No. 08-343 C.D.
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Towne Market, :
Defendant :
:

WRIT OF EXECUTION

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

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
: :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :
:

TO: THE SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against Bly Bros. Inc., d/b/a Towne Market, Defendant.

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Northwest Savings Bank, 5066 Shaffer Road, DuBois, Pennsylvania, as Garnishee, and to notify the Garnishee that:

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delivering any property of the Defendant or otherwise disposing thereof;

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(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or

(ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the Defendant's general exemption provided in 42 Pa.C.S. §8123.

(3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify such other person that he or she has been added as a Garnishee and is enjoined as above stated.

Amount due	\$ 30,171.27
Interest from October 8, 2008 To March 10, 2009	\$ 581.29
Interest from March 10, 2009 To March 31, 2009	\$ 104.15
Costs to be added	\$ <u>365.00</u>
Total	\$ 31,221.71

102.00 Prothonotary costs
Willie Chang 4/1/09
Prothonotary

SEAL OF THE COURT

BY: _____
Deputy

Received this writ this 1st day
of April A.D. 2009
At 3:00 A.M./P.M.

Chester A. Hawkins
Sheriff By Cynthia Butler-Anyphandal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption;
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5. Certain retirement funds and accounts;
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8. Such other exemptions as may be provided by law.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
: :
vs. : No. 08-343 C.D.
: :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

CLAIM FOR EXEMPTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

I/WE, the above named Defendant(s), claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon;

(a) I desire that my \$300 statutory exemption be

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

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

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

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

(a) My \$300 statutory exemption: _____ in cash; _____ in kind (specify property): _____

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

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

I/WE request a prompt court hearing to determine the exemption. Notice of the hearing should be given to be at _____

Address

Telephone

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

Bly Bros. Inc. t/d/b/a Towne Market

Date: _____

By: _____

**THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF CLEARFIELD COUNTY**

230 E. Market Street

Clearfield, PA 16830

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME BLY BROS. INC. D/B/A TOWNE MARKET

NO. 08-343-CD

NOW, February 20, 2010, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Bly Bros. Inc D/B/A Towne Market to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	9.00
MILEAGE LEVY	20.90
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.61
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	20.90
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$80.41

PLAINTIFF COSTS, DEBT AND INTEREST:

	DEBT-AMOUNT DUE	30,171.27
	INTEREST @ %	0.00
	FROM TO	
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		104.15
FORECLOSURE FEES		
ATTORNEY COMMISSION		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		30.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		685.44
MISCELLANEOUS		
TOTAL DEBT AND INTEREST		\$31,233.27

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	80.41
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$242.41
TOTAL COSTS	\$31,233.27

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

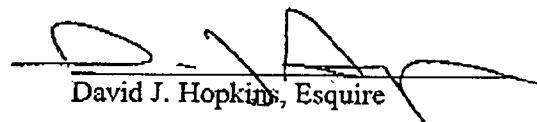
GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

ORDER TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the attachment against Defendant, Bly Bros., Inc. d/b/a Towne
Market, discontinued, upon payment of your costs only.

Date 6-26-2009



David J. Hopkins, Esquire

Ard.
2/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
: Type of Pleading: Plaintiff's Pre-Trial
: Statement
: Filed on behalf of: Glassmere Fuel
: Service, Inc., Plaintiff
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC.,	:	
Plaintiff	:	
vs.	:	No. 08-343 C.D.
BLY BROS. INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

PLAINTIFF'S PRE-TRIAL STATEMENT

AND NOW, comes the Plaintiff, Glassmere Fuel Service, Inc., by and through its attorneys, Hopkins Heltzel LLP, respectfully makes this Pre-Trial Statement and in support thereof avers as follows:

I. STATEMENT OF FACTS

This collection case was initiated by Plaintiff on February 28, 2008 by a filing of a Complaint. The basis of Plaintiff's Complaint is that it delivered gasoline to the Defendant and has not been paid. Plaintiff's Complaint consists of three (3) counts, breach of contract, quantum meruit, and unjust enrichment.

The amount due and owing for gasoline delivered to Defendant but not paid as of July 31, 2008 is \$25,574.29.

On June 27, 2007, prior to Defendant receiving any gasoline deliveries, Defendant entered into a credit application with Plaintiff and therein agreed to pay one and one half (1.5%) percent per month service charge for eighteen (18%) percent annual service charge on unpaid balances. As February 1, 2009, the service charges total \$7,213.30.

Plaintiff filed a Motion for Summary Judgment and by Order dated October 8, 2008, Plaintiff was granted summary judgment in the amount of \$23,574.29. The remaining issues as set forth in the Court Order are:

1. Whether or not Defendant has been credited for \$2,000.00 payment made in March, 2008; and,

2. What interest amount is applicable to unpaid balance.

II. CITATION TO APPLICATION CASES OR STATUTES

None

III. NAMES AND ADDRESSES OF WITNESSES

1. Dell M. Cromie;
2. Representatives of Glassmere Fuel Services, Inc., to explain finance charges;
3. Corporate designee of Glassmere Fuel Services, Inc.;
4. Chuck Bly;
5. All witnesses listed on the Pre-Trial Statement of Defendant; and,
6. Plaintiff reserves the right to call additional witnesses with adequate notice to the Defendant and to the Arbitrators.

IV. STATEMENT OF DAMAGES

\$2,000.00 for unpaid gasoline and \$7,213.30 for finance charges

V. **EXHIBITS**

1. Credit application dated June 27, 2007; and
2. Breakdown showing a \$2,000.00 payment in March, 2008, that has been credited to Defendant's account.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
: vs. : No. 08-343 C.D.
: :
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Pre-Trial Statement, filed on behalf of Plaintiff, Glassmere Fuel Service, Inc., was served on the 28 ~~28~~ day of January, 2009, on all counsel of record by first-class mail, postage prepaid addressed as follows:

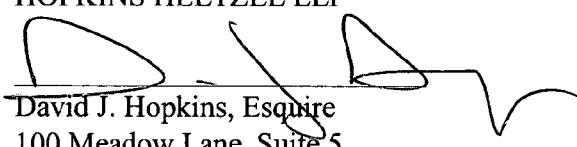
Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801

Benjamin S. Blakley, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Michael S. Marshall, Esquire
237 Northwood Avenue
DuBois, PA 15801

Paul C. Colavecchi, Esquire
Colevecchi & Colavecchi
221 E. Market Street
Clearfield, PA 16830

HOPKINS HELTZEL LLP

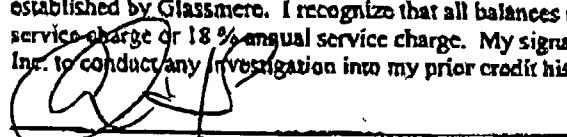

David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

Sales Representative/Office Location BOB TEORSKY / MAINCREDIT APPLICATIONCOMPANY NAME Bly Bros. Inc DBA Towne marketCOMPANY PHONE # 814371-5070 COMPANY FAX # 814371-5880COMPANY E-MAIL ADDRESS 11A CHECK HERE IF YOU WOULD LIKE TO RECEIVE INDUSTRY NEWS FROM US VIA E-MAILADDRESS 1393 Treasure Lake Dr STATE PA ZIP CODE 15801BANK County National Bank ACCOUNT # 1477785 BRANCH DuboisCOMPANY PRESIDENTS NAME Charles H. Bly SS # 17054 0055HOME ADDRESS 138 Treasure Lake Dr STATE PA ZIP CODE 15801HOME PHONE # 814371-5880CREDIT/TRADE REFERENCES

NAME	ACCOUNT #	PHONE #
1. <u>First CSB Bank (now Northwest Savings Bank)</u>	<u>13009257139</u>	<u>LOANS (5yc)</u>
2. <u>First Commonwealth Bank</u>	<u>61371-2345</u>	<u>LOANS (8yr)</u>
3. <u>Glassmere Bros Inc</u>	<u>Robert Hasse 800 862-4979</u>	<u>(Sok wholesaler 9 years)</u>
4. _____	_____	_____

HOW LONG IN BUSINESS? 12 yearsCORPORATION Subchapter S PROPRIETORSHIP _____

I agree to pay for all purchases from Glassmere Fuel Service, Inc. within the terms that have been established by Glassmere. I recognize that all balances unpaid past terms are subject to a 1 1/2 % per month service charge or 18 % annual service charge. My signature hereby authorizes Glassmere Fuel Service, Inc. to conduct any investigation into my prior credit history.



Signature

6/27/07

Date

6/27/07 President

Title

*NOTE: Must have social security number of owner or president, and/ or home address.

ACCTH
Date 10/08/08
Time 09:57

CLASSMATE FUEL SERV
Accounts Receivable
Accounts History
Activity From 03/01/2008
Sorted By Customer Number and

Page
002

Transaction
Invoice
Number
Date
Tran
Type
Description
Check transaction
Number
Number

CUSTOMER: 9430427 BLY ERGS INC
TWIN MARKET
1393 TREASURE LAKE
DUBOIS PA 15801

Beginning Balance 03/01/2008	27,235.00	-2,000.00	30,733.17
03/14/2008	0	01 PAYMENT	27,235.00
	0	01 PAYMENT	-50,170.83
03/18/2008	0	04 PAYMENT	27,235.00
03/21/2008	3582000	SA SALES ENTRY	-48,170.83
03/31/2008	53080301	FD FINANCE CHARGE	495.00
		INCOME	390.97
			2000.00 per
			29,619.14
			29,619.14

Cumulative Month Balance For March 2008

Ending Balance For Activity Shown

ANB
215

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

GLASSMERE FUEL SERVICE, INC., : No. 08-343-CD
Plaintiff :
Vs. : Type of Pleading:
BLY BROS., INC. d/b/a :
Towne Market, : **DEFENDANT'S PRETRIAL**
Defendant : **MEMORANDUM**
: Filed on Behalf of:
: DEFENDANT
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598



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

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

DEFENDANT'S PRETRIAL MEMORANDUM

AND NOW, comes the Defendant, BLY BROS., INC., d/b/a TOWNE MARKET, by and through its attorney, Jeffrey S. DuBois, Esquire, who files this Pretrial Memorandum, and in support thereof avers the following:

A. BRIEF STATEMENT OF THE CASE

This case emanates from a complaint filed by Plaintiff against Defendant in February, 2008.

Between the periods from on or about April 2007 through December 2007, at various times, Plaintiff supplied Defendant with gasoline for its gasoline station.

Defendant operates a convenience store with gasoline service in Treasure Lake, Sandy Township, Pennsylvania.

When the parties discussed said services in March/April 2007, there was no written contract entered into by the parties and the terms of the agreement were all verbal and very informal. Plaintiff began providing gasoline to Defendant in April, and though there were no specific terms for repayment, Defendant would

typically make payment in less than ten (10) days after the gasoline was supplied. This process continued for the next couple of months.

On or about June 27, 2007, after Plaintiff had been supplying gasoline to Defendant for a few months, Plaintiff presented Defendant with a credit application. This was signed by Chuck Bly, on behalf of Defendant, on or about June 27, 2007. The parties continued with their arrangement as they had in the past few months.

However, during the later summer months of 2007, with the rising cost of gasoline, as well as the resulting downward economy, Defendant fell behind in its payments to Plaintiff.

Thereafter, Plaintiff unilaterally changed the payment terms that the parties had orally agreed to, and had done as past practice for the past several months. Specifically, Plaintiff required a cashier's check for the exact amount of gasoline delivered on a particular date when it delivered, as well as additional amounts to go towards arrears. In fact, towards the end of 2007 and the beginning of 2008, Defendant made several payments to Plaintiff towards to the arrears with said payments exceeding Forty Two Thousand (\$42,000.00) dollars.

Defendant does not dispute the fact that Plaintiff supplied gasoline to Defendant, and that Defendant is responsible for the payment of said gasoline. To this effect, after these pleadings were filed against Defendant, in a hearing before this Honorable Court, Defendant acknowledged the gasoline was supplied to it by Plaintiff, and consented to judgment for said gasoline services in the amount of Twenty Three Thousand Five Hundred Seventy Four and 29/100 (\$23,574.29) dollars.

However, Defendant disputes the interest assessed against it, not only as usurious, but inaccurate. For example, from October 2007 through December 2007, though the balances remained the same on the amount owed to Plaintiff by Defendant, the interest charges for those three months were respectfully Seven Hundred Eighty Four and 88/100 (\$784.88) dollars, Six Hundred Eight and 94/100 (\$608.94) dollars, and Nine Hundred Seventy and 69/100 (\$970.69) dollars. Defendant disputes these numbers as not only are they completely inconsistent with any standard interest calculation, as they differ greatly each month even though the balances would be the same, and therefore the calculations should be similar, but also because they are extremely excessive in relation to the amount owed and unlawful and usurious.

As a consequence, Defendant requests that the standard rate of six percent (6%) interest be applied to any balance due.

B. CITATION TO APPLICABLE CASE AND STATUTES

General contract law as well as the general law with respect to usury.

C. LIST OF WITNESSES

Charles Bly – representative of Defendant

Defendant reserve the right to add additional witnesses with proper notice to the Court, Arbitrators, and opposing counsel.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Numerous invoices and statements from Plaintiff to Defendant.
2. Credit Application.
3. Cancelled checks for payments by Defendant.

Defendant reserve the right to add additional exhibits with proper notice to the Court, Arbitrators, and opposing counsel.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant

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

GLASSMERE FUEL SERVICE, INC.,	:	No. 08-343-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
BLY BROS., INC. d/b/a	:	
Towne Market,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 29 day of January, 2009, I served a true and correct copy of the within Defendant's Pretrial Memorandum by first class mail, postage prepaid, on the following:

Benjamin S. Blakely, III, Esquire, Chairman
90 Beaver Drive, Box 6
DuBois, PA 15801

Michael S. Marshall, Esquire
254 Northwood Avenue
DuBois, PA 15801

Paul Colavecchi, Esquire
PO Box 131
Clearfield, PA 16830

David J. Hopkins, Esquire
100 Meadow Drive, Suite 5
DuBois, PA 158901



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant : Type of Pleading: Order to
: Discontinue Attachment Execution
: Filed on behalf of: Glassmere Fuel
Service, Inc., Plaintiff
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED 2cc
1/3/2009 JUN 29 2009 Atty Hopkins
Bldg
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

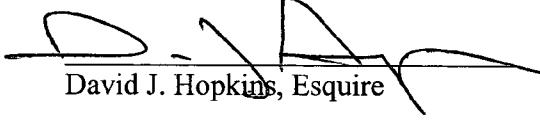
GLASSMERE FUEL SERVICE, INC., :
Plaintiff :
vs. : No. 08-343 C.D.
BLY BROS. INC. d/b/a :
Towne Market, :
Defendant :
vs.

ORDER TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the attachment against Defendant, Bly Bros., Inc. d/b/a Towne
Market, discontinued, upon payment of your costs only.

Date 6-26-2009


David J. Hopkins, Esquire