

08-1699-CD

JJ Powell Inc vs Scott Roboski al

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

J.J. POWELL, INC.,
Plaintiff

vs.

SCOTT M. ROBOSKI and
S & H TRANSPORT ENT. INC.,
Defendant(s)

No. 2008- 1699-CD

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel for This Party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED *Pl #95.00 Atty*
92:30 LM ICC Atty
SEP 10 2008 *2cl SHH*

William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
SCOTT M. ROBOSKI and	:	
S & H TRANSPORT ENT INC.,	:	
Defendant(s)	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
SCOTT M. ROBOSKI and	:	
S & H TRANSPORT ENT INC.,	:	
Defendant(s)	:	

COMPLAINT

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

1. The Plaintiff, J. J. POWELL, INC., is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.

2. The name of the first Defendant is SCOTT M. ROBOSKI, whose last known address is 2632 Leryl Avenue, North Port, Florida 34286-9157.

3. The name of the second Defendant is S & H TRANSPORT ENT INC., with address of 2632 Leryl Avenue, North Port, Florida 34286.

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

5. By agreement dated May 31, 2007, the Defendants obtained a cardlock cards. By using these cards, the Defendants were able to purchase quantities of diesel fuel and gasoline at Plaintiff's self-service distribution sites. A true and correct

copy of said agreement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

6. Commencing on or before June 29, 2007, Plaintiff permitted the Defendants to charge the purchase of diesel fuel and gasoline. The balance due was to be paid at the end of each month. Unpaid balances accrue interest at the rate of 18% per annum.

7. The first Defendant agreed to personally guarantee that all balances due Plaintiff as part of the written agreement Exhibit 1.

8. Balances due would be billed by Plaintiff twice per month.

9. Bills were to be paid upon receipt.

10. All payments were to be made to the Plaintiff's office in Philipsburg, Clearfield County, Pennsylvania.

11. The agreement between Plaintiff and Defendants was not valid and enforceable until approved and accepted by Plaintiff at its office in Philipsburg, Clearfield County, Pennsylvania.

12. Amounts unpaid for more than thirty (30) days accrued interest at the rate of 18% per annum.

13. Paragraph 7 of the cardlock agreement permits the Plaintiff to recover reasonable attorney fees and court costs in the event of the customer Defendant's breach.

14. Paragraph 8 of the cardlock agreement permits the Plaintiff to select the venue for legal proceedings. Hence, suit has been brought in Plaintiff's home county.

15. A statement of the Defendants' account with the Plaintiff commencing

on June 29, 2007 and continuing until July 28, 2008 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

16. Written and oral demand have been made on the Defendants to pay the balance due, but they have failed to do so.

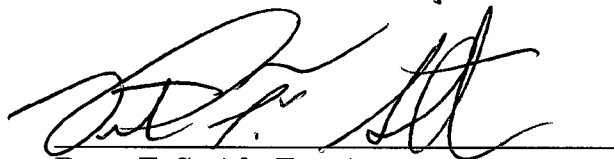
17. As of July 31, 2008, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$10,625.67
B)	Finance Charges to 07/31/08	\$ 154.40
C)	Finance Charges accruing at \$12.55 per day from 07/31/08 (to be added)	\$ _____
D)	Attorney fees (to be added)	\$ _____
E)	Court costs (to be added)	\$ _____
	PRELIMINARY TOTAL	\$10,780.07
	FINAL TOTAL	\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendants Scott M. Roboski and S & H Transport Ent. Inc. in the amount of \$10,780.07 together with interest accruing after July 31, 2008, reasonable attorney fees and court costs.

Respectfully submitted,

Date: 9/10/08

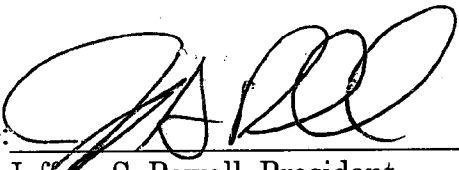

Peter F. Smith, Esquire
Attorney for Plaintiff

VERIFICATION

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

J. J. POWELL, INC.

Dated: 9/8/08

By: 
Jeffrey S. Powell, President

6-4-07

GOH KONTAK

11573

1-800-402-0866
814-342-6483 (fax)
pacificpride@jjpowell.com
www.jjpowell.com

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

Date 5.31.07

FIRM ADDRESS

Company Name SEH TRANSPORT ENT INC	Telephone Number 941-426-8091	Fax Number
Mailing Address 2632 Leryl Ave	City NORTH FORT	State FL
Street Address SAME	City	State
Home Address SAME	City	State
Are you presently a Pacific Pride or Amerinet Cardholder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, when did you last use your card?		

LEGAL STRUCTURE

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

☐ Single Entity - Not a subsidiary

☒ Corporation State **FL** Federal ID # **510643405** How Long in Business? **17 yrs**

☐ Partnership What Type of Business? **Trucking**

☐ Other

PERSONAL

List names of partners or corporate officers
Holly Rebaski

If in business less than 1 year please give name, address & length of time of employment for previous employment:

Owner or Officer
SCOTT Rebaski Title **owner** Spouse's Name **Holly Rebaski**

Home Address
2632 Leryl Ave City **N. Fort** State **FL** Zip **34206** How Long?
Own **10 yrs** Renting
Buying

Previous Address City State Zip How Long?

REFERENCES

Name of nearest relative not living with you
JACK Rebaski Relationship **Brother** Telephone Number

Home Phone **941-426-8091** Driver License Number **R126 793 600550** Social Security Number **168 42 8469** Date of Birth **3-5-60**

Have you ever filed Bankruptcy? When? **NO** Where?

Bank Name & Branch
WACHOVIA City State Zip

Bank Officer Account Number Telephone Number

Trade Reference Account Number Telephone Number

Estimated Monthly Usage in Gallons Person to Contact Regarding Cards Telephone Number Extension
SCOTT Rebaski / Holly **941-426-8091**

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1 1/2 % per month (18% annually) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW.

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

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

Signed

Printed Name

Date

EXHIBIT

tabbles

1

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

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

Aug. 29. 2008 3:00PM

No. 8265 P. 1

2008/08/29 14:54:22

Aged Accounts Receiv-All Docs

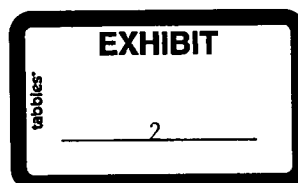
Page: 1

Option:

Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Extended Amounts	Extended Amounts	Extended Amounts
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & 07/31/08	06/30/08 05/31/08 04/30/08
11573	S & H TRANSPORT ENT. INC				SCOTT ROBOSHI	200.00/Last payment	/Credit limit (B M5) Salesperson 22	
Inv	7181	06/29/07	3,318.56	1,136.8		3,318.56		
Inv	7212	07/31/07	5,182.38	1,756.4		8,500.94		3,941.66
F/C	7212	07/31/07	49.78		Finance Charge	8,550.72		49.78
Pmt	75065	08/03/07	1,659.28-		2615	6,891.44		
Inv	7243	08/30/07	5,315.04	1,816.0		12,206.48		5,315.04
F/C	7243	08/31/07	102.62		Finance Charge	12,309.10		102.62
Inv	7273	09/04/07	236.72	80.0		12,545.82		236.72
F/C	7273	09/30/07	182.35		Finance Charge	12,728.17		182.35
Pmt	76475	10/04/07	500.00-		2641	12,228.17		
Pmt	76852	10/15/07	500.00-		2646	11,728.17		
F/C	7304	10/31/07	170.90		Finance Charge	11,899.07		170.90
Pmt	77177	11/05/07	500.00-		2658	11,399.07		
Pmt	77799	11/30/07	100.00-		2669	11,299.07		
Pmt	78250	12/20/07	100.00-		2671	11,199.07		
Pmt	78907	01/22/08	100.00-		2680	11,099.07		
F/C	8031	01/31/08	158.90		Finance Charge	11,257.97		158.90
Pmt	79360	02/12/08	100.00-		2685	11,157.97		
F/C	8060	02/29/08	157.40		Finance Charge	11,315.37		157.40
Pmt	79765	03/06/08	100.00-		2686	11,215.37		
F/C	8091	03/31/08	155.90		Finance Charge	11,371.27		155.90
Pmt	80442	04/07/08	100.00-		2688	11,271.27		
F/C	8121	04/30/08	154.40		Finance Charge	11,425.67		154.40
F/C	8152	05/31/08	154.40		Finance Charge	11,580.07	154.40	
Pmt	82005	06/12/08	200.00-		3607	11,380.07		
Pmt	82166	06/20/08	200.00-		2701	11,180.07		
Pmt	82335	06/30/08	200.00-		2709	10,980.07		
Pmt	83025	07/28/08	200.00-		2714	10,780.07		
11573 Total.....						10,780.07	154.40	10,625.67

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

Active Accounts	10,780.07	0.00	0.00	10,625.67
		0.00	154.40	



J.J. POWELL, INC.
Plaintiff

vs.

SCOTT M. ROBOSKI and
S&H TRANSPORT ENT. INC.,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

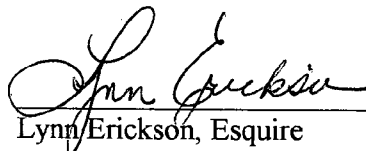
CIVIL ACTION

No.08-1699-CD

ENTRY OF APPEARANCE

Enter my appearance on behalf of SCOTT M. ROBOSKI and S.&H. TRANSPORT
ENT. INC., Defendants in the above captioned action. I designate the following address as
the location in this Commonwealth where papers can be served:

Lynn Erickson, Esquire
P.O. Box 644
Leesport, PA 19533
(610) 926-6767



Lynn Erickson, Esquire
Supreme Court I.D. # 17164

FILED

OCT 17 2008

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104642
NO: 08-1699-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: SCOTT M. ROBOSKI and S & H TRANSPORT ENT. INC

SHERIFF RETURN

NOW, September 20, 2008 SERVED THE WITHIN COMPLAINT ON SCOTT M. ROBOSKI DEFENDANT AT 2632 LERYL AVENUE, NORTH PORT, FL, 34286-9157 BY CERTIFIED MAIL # 7006 0810 0001 4507 3893. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY SCOTT ROBOSKI.

5
FILED
9/10/08
JAN 12 2009
(12)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104642
NO: 08-1699-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: SCOTT M. ROBOSKI and S & H TRANSPORT ENT. INC

SHERIFF RETURN

NOW, September 20, 2008 SERVED THE WITHIN COMPLAINT ON S&H TRANSPORT ENT. INC. DEFENDANT AT 2632 LERYL AVENUE, NORTH PORT, FL, 34286-9157 BY CERTIFIED MAIL # 7006 0810 0001 4507 3886. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY SCOTT ROBOSKI.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104642
NO: 08-1699-CD
SERVICES 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: SCOTT M. ROBOSKI and S & H TRANSPORT ENT. INC

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	POWELL	29855	20.00
SHERIFF HAWKINS	POWELL	29855	35.40

Sworn to Before Me This

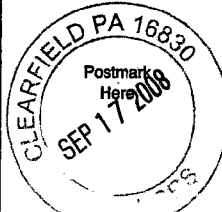
_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

CERTIFIED MAIL™ RECEIPT <small>(Domestic Mail Only, No Insurance Coverage Provided)</small>											
<small>For delivery information visit our website at www.usps.com</small>											
OFFICIAL USE											
SENDER: COMPLETE <ul style="list-style-type: none"> Complete items 1 through 4 if Restricted Delivery is required Print your name and address so that we can return the receipt to you Attach this card to the front of the mailpiece 	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee										
1. Article Addressed to SCOTT M. ROBOSKI 2632 Leryl Avenue North Port, FL 34286-9157	<table border="1"> <tr> <td>Postage</td> <td>\$ 5.99</td> </tr> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 5.49</td> </tr> </table>	Postage	\$ 5.99	Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 5.49
Postage	\$ 5.99										
Certified Fee											
Return Receipt Fee (Endorsement Required)											
Restricted Delivery Fee (Endorsement Required)											
Total Postage & Fees	\$ 5.49										
Sent To SCOTT M. ROBOSKI Street, Apt. No., or PO Box No. 2632 Leryl Avenue City, State, ZIP+4 North Port, FL 34286-9157											
PS Form 3800, June 2002 See Reverse for Instructions											
2. Article Number <small>(Transfer from service label)</small>	7006 0810 0001 4507 3893										



UNITED STATES POSTAL SERVICE

SAINT PETERSBURG FL

20 SEP 2008 PM 3 T

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY
1 N. 2nd ST., SUITE 116
CLEARFIELD, PA. 16830

104642

472



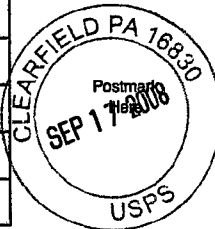
7006 0810 0001 4507 3886

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 59
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To	S & H Transport Ent Inc.
Street, Apt. No., or PO Box No.	2632 Leryl Avenue
City, State, ZIP+4	North Port, FL 34286-9157

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

104642

PS Form 3800, June 2002 (Reverse)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

S&H Transport Ent Inc.
2632 Leryl Avenue
North Port, FL 34286-9157

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Scott Polaski*

☒ Agent☐ Addressee

B. Received by (Printed Name)

Scott Polaski

C. Date of Delivery

9/28/08

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3886

UNITED STATES POSTAL SERVICE

TAMPA FL 336

SAINT PETERSBURG FL

20 SEP 2009 PM 3:1

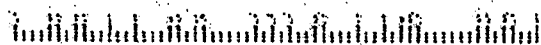
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY
1 N. 2nd ST., SUITE 116
CLEARFIELD, PA. 16830

104642

472



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

J. J. POWELL, INC.,
Plaintiff

vs.

SCOTT M. ROBOSKI and
S & H TRANSPORT ENT INC.,
Defendant(s)

No. 2008-1699-CD

FILED ^{pd \$20.00 Piff}
^{9/10:30 am} notice to deft
JAN 14 2009 statement to
Att. Smith

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on November 7, 2008, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

Lynn Erickson, Attorney for Defendant
Suite 207
Schoolside Plaza
P.O. Box 644
Leesport, PA 19533

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

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$10,780.07** plus interest and costs of suit.

a)	Balance	\$10,625.67
b)	Finance Charges to 07/31/08	\$ 154.40

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

J. J. POWELL, INC.,
Plaintiff

No. 2008-1699-CD

vs.

SCOTT M. ROBOSKI and
S & H TRANSPORT ENT INC.,
Defendant(s)

TO: LYNN ERICKSON, ATTORNEY FOR DEFENDANT
SUITE 207
SCHOOLSIDE PLAZA
P.O. BOX 644
LEESPORT, PA 19533

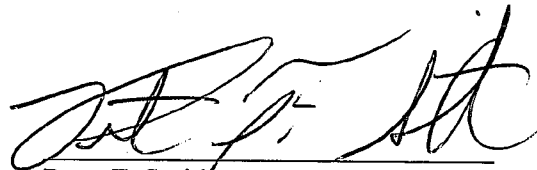
IMPORTANT NOTICE

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

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON NOVEMBER 18, 2008.

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

Date: November 7, 2008



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

cc: J. J. Powell, Inc.

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

J. J. POWELL, INC.,
Plaintiff

No. 2008-1699-CD

vs.

SCOTT M. ROBOSKI and
S & H TRANSPORT ENT INC.,
Defendant(s)

CERTIFICATE OF ADDRESS

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

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

Defendant: Scott M. Roboski
d/b/a S & H Transport, Ent., Inc.
2632 Leryl Avenue
North Port, FL 34286-9157

Date: January 13, 2009



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

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

J. J. POWELL, INC.,
Plaintiff

vs.

SCOTT M. ROBOSKI and
S & H TRANSPORT ENT INC.,
Defendant(s)

No. 2008-1699-CD

COPY

Notice is given that a judgment has been entered of record in Clearfield County against SCOTT M. ROBOSKI d/b/a S & H TRANSPORT ENT., INC., Defendant, and in favor of the Plaintiff in the amount of \$10,780.07, plus interest and costs.

Prothonotary

By Willi L. L. L. um, Deputy
1-14-2009

Rule of Civil Procedure No. 236

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

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

No.: 2008-01699-CD

Real Debt: \$10,780.07

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 14, 2009

Expires: January 14, 2014

Vs.

Scott M. Roboski
S & H Transport Ent Inc.
Defendant(s)

Certified from the record this January 14, 2009



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

COPY