

08-1907-CD
JJ Powell vs Gary Williams et al

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

J.J. POWELL, INC.,
Plaintiff

No. 2008-1907-C.D

vs.

GARY A. WILLIAMS
d/b/a G.A. WILLIAMS TRUCKING,
Defendant

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

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

S FILED
07/07/2008
12:30 PM
William A. Shaw
Prothonotary/Clerk of Courts
CERT TO ATTY J
SHAW

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2008-
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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

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

J. J. POWELL, INC.,	:	
	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	
	:	

COMPLAINT

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

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

2. The name of the Defendant is **GARY A. WILLIAMS** d/b/a **G.A. WILLIAMS TRUCKING**, with mailing address of 38 Duquesne Way, Lewistown, Pennsylvania 17044.

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

4. By agreement dated March 16, 2002, the Defendant obtained a cardlock card. By using this card, the Defendant was able to purchase quantities of diesel fuel and gasoline at Plaintiff's self-service distribution sites. A true and correct copy of said agreement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

5. Balances due were billed by Plaintiff to Defendant twice a month.

6. Bills were to be paid 10 days after receipt.
7. All payments were to be made to the Plaintiff's office in Philipsburg, Clearfield County, Pennsylvania.

8. If balance is not paid within 10 days after receipt of an invoice, interest accrued at 1 1/2 % per month (18% per annum).

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

10. A statement of the Defendant's account with the Plaintiff commencing on August 29, 2004 and continuing until August 13, 2008 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

12. Written and oral demand have been made on the Defendant to pay the balance due, but he has failed to do so.

13. Page two of the parties' agreement which is Exhibit A entitles Plaintiff to recover its Court Costs and Attorney fees as part of its damages.

14. As of September 29, 2008, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

a)	Balance	\$18,049.13
b)	Court Cost (to be added)	\$_____
c)	Attorney fees (to be added)	\$_____
	PRELIMINARY TOTAL	\$18,049.13
	FINAL TOTAL	\$_____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against Gary A. Williams, d/b/a G.A. Williams Trucking in the amount of \$18,049.13 together with Court Costs, Attorney fees and interest.

Respectfully submitted,

Date: 10/6/08



Peter F. Smith, Esquire
Attorney for Plaintiff

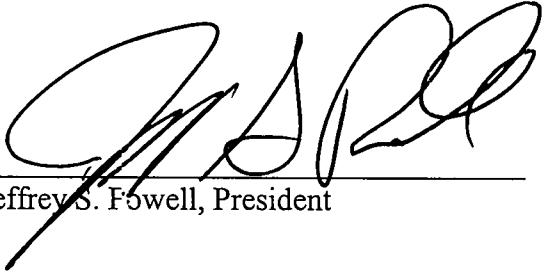
VERIFICATION

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: 8/2/2008

By:


Jeffrey S. Powell, President

Firm Address

366
(fax)
jjpowell.com
jjpowell.com

App Nov 6
CP

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

#10949
SM
Date 3-16-02

Company Name	Telephone Number	Fax Number	
G-A. Williams trucking	(217) 242-0648	(217) 242-0537	
Mailing Address	City	State	Zip
38 Duguesne Way	Lewistown	PA	17044
Street Address	City	State	Zip
Same as above			
Home Address	City	State	Zip
Same as above			

Legal Structure

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

Single Entity - Not a subsidiary
 Corporation
 State _____
 Partnership
 Other

Federal ID #. 23 2962416

How Long in Business? 4 years

What Type of Business? Trucking

Personal

List names of partners or corporate officers

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

Owner or Officer	Title	Spouse's Name		
Gary A. Williams	Owner			
Home Address	City	State	Zip	How Long? 7 years Own Buying Renting
38 Duguesne Way	Lewistown	PA	17044	
Previous Address	City	State	Zip	How Long?
3 Reservoir Lane	Lewistown	PA	17044	1 year

References

Name of nearest relative not living with you	Relationship	Telephone Number	
Barbara Williams	Brother	(217) 248-7918	
Home Phone	Driver License #	Social Security Number	Date of Birth
(217) 242-0648	24 143 159	137-66-0437	2-15-63
Have you ever filed Bankruptcy?	When?	Where?	
NO			
Bank Name & Branch	City	State	Zip
Tunisite Valley Bank	Mifflintown	PA	
Bank Officer	Account Number	Telephone Number	
Jack Morgan	56 135468 7	(217) 436-8211	
Trade Reference	Account Number	Telephone Number	
Estimated Monthly Usage in Gallons	Person to contact regarding cards	Telephone Number	Home Extension
1800 Gallons	Gary Williams	(217) 242-0648	cell

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

Gary A. Williams

Gary A. Williams

3-16-02

EXHIBIT

tabbed

1. Purchaser will do the verifications and updates 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.

Option:

Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Running Balance	Extended Amounts	Extended Amounts	Extended Amounts
<u>Original Document</u>									
Type	Doc#	Date	Amount	Quantity	Reference	Future & Balance	09/15/08	08/31/08	08/15/08
10949	WILLIAMS TRUCKING, G. A.	717-543-6161			1,500.00/Last payment				07/31/08
						/Credit limit (B SM) Salesperson 99			
Inv	5243	08/23/05	325.46	121.9		117.69			
F/C	5243	08/31/05	35.14		Finance Charge	152.83			
F/C	5258	09/15/05	33.76		Finance Charge	186.59			
F/C	5273	09/30/05	36.20		Finance Charge	222.79			
F/C	5288	10/15/05	25.16		Finance Charge	247.95			
F/C	5304	10/31/05	25.16		Finance Charge	273.11			
F/C	5319	11/15/05	25.16		Finance Charge	298.27			
F/C	5334	11/30/05	25.16		Finance Charge	323.43			
F/C	5349	12/15/05	25.16		Finance Charge	348.59			
F/C	5365	12/31/05	25.16		Finance Charge	373.75			
F/C	6015	01/15/06	25.16		Finance Charge	398.91			
Inv	6031	01/18/06	197.55	76.0		596.46			
F/C	6031	01/31/06	25.16		Finance Charge	621.62			
F/C	6046	02/15/06	21.41		Finance Charge	643.03			
F/C	6059	02/28/06	21.41		Finance Charge	664.44			
F/C	6074	03/15/06	22.89		Finance Charge	687.33			
F/C	6090	03/31/06	22.89		Finance Charge	710.22			
F/C	6105	04/15/06	22.89		Finance Charge	733.11			
Pmt	67801	09/07/06	300.00		1628	433.11			
Pmt	68481	10/06/06	233.11		1648	200.00			
Pmt	68832	10/19/06	200.00		1663				
Inv	7334	11/12/07	362.79	106.1		362.79			
Inv	7319	11/14/07	870.71	238.7		1,233.50			
Pmt	77979	12/10/07	1,233.50		CREDIT CARD				
Inv	7349	12/15/07	3,822.12	1,119.2		3,822.12			
Pmt	78423	12/31/07	1,700.00		CREDIT CARD	2,122.12			
Inv	7365	12/31/07	1,810.84	531.5		3,932.96			
Pmt	78453	01/03/08	1,100.00		CREDIT CARD	2,832.96			
Inv	8015	01/06/08	1,323.82	374.8		4,156.78			
Inv	8031	01/30/08	3,703.22	1,068.5		7,860.00			
Inv	8046	02/05/08	1,861.99	552.5		9,721.99			
Pmt	79560	02/25/08	3,000.00		1903	6,721.99			
Inv	8060	02/28/08	1,074.52	260.2		7,796.51			
Inv	8075	03/15/08	2,671.56	579.3		10,468.47			
Inv	8091	03/25/08	3,330.58	797.9		13,799.05			
Pmt	80331	03/31/08	2,000.00		1915	11,799.05			
Pmt	80908	04/28/08	2,500.00		1929	9,299.05			
Inv	8136	05/15/08	5,886.71	1,329.8		15,185.76			3,982.27
Pmt	81414	05/16/08	2,000.00		1934	13,185.76			
Inv	8152	05/16/08	826.98	15.9		14,012.74			826.98
Pmt	82045	06/13/08	2,000.00		1959	12,012.74			
Pmt	82046	06/13/08	3,000.00		1948	9,012.74			1,296.51
Inv	8167	06/15/08	2,909.20	517.3		11,921.94			2,909.20
Inv	8182	06/23/08	5,388.29	1,173.4		17,310.23			5,388.29
Pmt	82351	06/30/08	2,000.00		1973	15,310.23			
Pmt	82420	07/03/08	2,000.00		1975	13,310.23			
Inv	8197	07/14/08	2,079.00	415.0		15,389.53			2,079.30

EXHIBIT

Option:

Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Running Balance	Extended Amounts	Extended Amounts	Extended Amounts
<u>Original Document:</u>						Future & 09/15/08 08/31/08 08/15/08 07/31/08			
Type	Doc#	Date	Amount	Quantity	Reference				
10949	WILLIAMS TRUCKING, G. A.	717-543-6161			1,500 00/Last payment		/Credit limit (B 5M)	Salesperson 99	
Pmt	82898	07/21/08	1,500.00-	1979		13,889.53			
Inv	8213	07/27/08	3,568.37	765.2		17,457.90			3,568.37
Inv	8228	08/13/08	591.23	132.0		18,049.13			591.23
10949 Total.....						18,049.13			591.23 17,457.90

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

Active Accounts	18,049.13	0.00	17,457.90
	0.00		591.23

* Total All Accounts *	18,049.13	0.00	17,457.90
			591.23

* Total Uninvoiced *	0.00	0.00	0.00
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* Total Unpaid F/C *	0.00
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104760
NO: 08-1907-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.
VS.
DEFENDANT: GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING

SHERIFF RETURN

NOW, October 09, 2008, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING.

NOW, October 20, 2008 AT 3:31 PM SERVED THE WITHIN COMPLAINT ON GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

5 FILED
92.00 cm
JAN 30 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104760
NO: 08-1907-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.
VS.
DEFENDANT: GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING

SHERIFF RETURN

RETURN COSTS

Description	Paic By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	29871	10.00
SHERIFF HAWKINS	J.J. POWELL INC.	29871	21.00
MIFFLIN CO.	J.J.POWELL INC	29872	43.00

Sworn to Before Me This

____ Day of _____ 2009

So Answers,


Chester A. Hawkins
Sheriff



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

Pg 104760
 David W. Molek, Solicitor
 (717) 248-9656

SHERIFF'S OFFICE

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

Plaintiff: J.J. Powell		Court Number: 1907-CD
		County: Clearfield
Defendant: Gary A. Williams d/b/a G.A. Williams Trucking		Type of Writ or Complaint: Notice and Complaint
Serve At	Name: Gary A. Williams d/b/a G.A. Williams Trucking	Address: 38 Duquesne Way, Lewistown, Pa. 17044
	Name:	Address:

Indicate Unusual Service: Comm. of Pa. Deputation Other

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

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

Attorney or other Organization requesting service: Clearfield County Sheriff	Telephone No: (814) 765-2641	Date Filed: 10/7/2008
I acknowledge receipt of the Writ or Complaint as indicated above: X Joseph A. Bradley	Date Received: 10/14/2008	Exp. Date: 11/7/2008

I hereby CERTIFY and RETURN that have personally served. have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

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

Name and Title of individual served: Served Ashley Mackneer(Step-Daughter)for Gary A. Williams	<input checked="" type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
---	--

Address where served (complete only if different than shown above)
45 Old Peach Road, McClure, Pa. 17044

Date of Service: 10/20/2008
Time: 3:31 PM

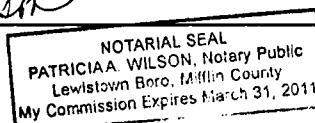
Attempts 2	Date 10/14/2008	Miles 4	Dep. Int. CLA	Date 10/20/2008	Miles 26	Dep. Int. LJK	Date 10/20/2008	Miles 26	Dep. Int. LJK
Advance Costs \$50.00	Service Costs \$18.00	Mileage \$19.00	Postage \$1.00	Surcharge \$0.00	Notary \$5.00	Total \$43.00	Refund \$7.00		

Remarks: (See other side)

Sworn to and subscribed before me this 23rd day of October, 2008

X Patricia A. Wilson

Notary Public



Notarial Seal

So Answers:

Deputy Sheriff X	Laurie J. Kozak	10/21/2008
Sheriff X	Joseph A. Bradley	10/21/2008

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

J. J. POWELL, INC., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING, :
Defendant :
9

FILED®

FEB 17 2009
11/22/09
William A. Shaw
Prothonotary/Clerk of Courts
NO 4/C

NOTICE TO DEF.
STATEMENT TO
ATTY

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on November 12, 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 at the following address:

Gary A. Williams
d/b/a G. A. Williams Trucking
45 Old Peach Road
McClure, PA 17841

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 \$17,314.13 plus interest and costs of suit.

a)	Balance	\$17,314.13
b)	Court costs (to be added)	\$_____
c)	Attorney fees (to be added)	\$_____
	PRELIMINARY TOTAL	\$17,314.13
Date:	Prothonotary's costs	\$_____
	FINAL TOTAL	\$_____

Respectfully submitted:

Date: February 17, 2009



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

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

J. J. POWELL, INC.,	:	No. 2008-1907-CD
Plaintiff	:	
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	

TO: GARY A. WILLIAMS
D/b/a G. A. WILLIAMS TRUCKING
45 Old Peach Road
McClure, PA 17841

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 23, 2008.

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

Date: November 12, 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., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING, :
Defendant :
:

CERTIFICATE OF ADDRESS

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

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

Defendant: Gary A. Williams
d/b/a G. A. Williams Trucking
45 Old Peach Road
McClure, PA 17841

Date: February 17, 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., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G. A. WILLIAMS TRUCKING, :
Defendant :
:

Notice is given that a judgment has been entered of record in Clearfield County against
GARY A. WILLIAMS d/b/a G. A. WILLIAMS TRUCKING, Defendant, and in favor of the
Plaintiff in the amount of \$17,314.13, plus interest and costs. ON FEB 17, 2009

Prothonotary

By W. W. W., Deputy

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.: 2008-01907-CD

Real Debt: \$17,314.13

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gary A. Williams
d/b/a G.A. Williams Trucking
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 17, 2009

Expires: February 16, 2014

Certified from the record this February 17, 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

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

J.J. POWELL, INC., :
Plaintiff : No. 2008-1907-CD
vs. :
Type of Case:
CIVIL
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING :
Defendant :
Type of Pleading:
**MOTION TO JOIN AN
ADDITIONAL DEFENDANT**
Filed on Behalf of:
PLAINTIFF
Counsel of Record for Plaintiff:
Peter F. Smith, Esquire
Supreme Court ID #34291
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED 1:10 Shff
01/10/15 cm 2cc Atty
MAR 4 2008

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- 1907
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING	:	
CAROL WILLIAMS,	:	
Defendant	:	

NOTICE

A Motion has been filed against you in Court. If you wish to defend against the matters set forth in the following Motion, you must enter a written appearance personally or by attorney and file an answer in writing with the Prothonotary setting forth your defenses or objections to the matter set forth against you and serve a copy on the attorney or person filing the Motion. You are warned that if you fail to do so the case may proceed without you and an Order may be entered against you by the Court without further notice for the relief requested by the Petitioner. You may lose 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

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

J. J. POWELL, INC., :
Plaintiff : No. 2008-1907-CD
:
vs. :
:
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING, :
Defendant :
:

PLAINTIFFS' MOTION TO JOIN ADDITIONAL DEFENDANT

COMES NOW, the Plaintiff J.J. Powell, Inc., by its Attorney, Peter F. Smith, who moves this Court pursuant to Pa.R.C.P. 2253(a)(2) for an Order allowing the joinder of Carol Williams as an additional Defendant in this action and in support thereof alleges:

1. Plaintiff instituted this case by Complaint against Defendant Gary A. Williams filed on October 7, 2008. A true and correct copy of it is attached hereto and incorporated herein and by reference as Plaintiff's Motion Exhibit A.
2. Plaintiff's Complaint was served on the Defendant, Gary A. Williams by the Clearfield County Sheriff on October 20, 2008.
3. Carol Williams, the party to be joined, is the wife of Defendant Gary A. Williams. She resides with him at 45 Old Peach Road, McClure, PA 17841.
4. Defendant Gary A. Williams did not respond to the Complaint.
5. The parties attempted to settle the underlying debt with a Promissory Note granted to Plaintiff, by Defendant Gary A. Williams and his wife, Carol Williams. Said note was entered and dated November 22, 2008 for an amount of Eighteen Thousand Two Hundred Ninety Four and

13/100 (\$18,294.13) Dollars. A true and correct copy of it is attached hereto and incorporated herein and by reference as Plaintiff's Motion Exhibit B.

6. In signing this note, Carol Williams agreed that she could be joined as an additional Defendant to this lawsuit in the event that the debt was not paid to Plaintiff according to the terms stated in the Promissory Note.

7. On or about December 1, 2008 Defendant failed to make the One Thousand (\$1,000) Dollar installment payments required by the Promissory Note.

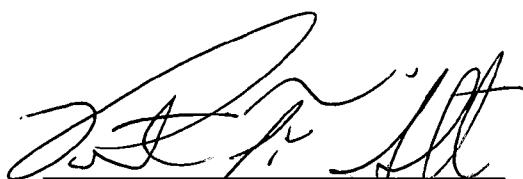
8. Plaintiff entered Default Judgment against Gary A. Williams as a result of his failure to answer the Complaint and to fulfill his obligation under the Promissory Note.

9. Said Judgment was entered against the Defendant, Gary A. Williams by the Clearfield County Prothonotary on February 17, 2009 in the amount of \$17,314.13 plus attorney fees, costs and statutory interest (to be added).

10. Pa.R.C.P No.2253(a)2. permits the joining of an additional Defendant after the pleadings have closed but only upon Order of Court.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order permitting it to join Carol Williams as an additional Defendant to this action, and thereafter granting her 20 (twenty) days to answer the Complaint.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: 3/3/09

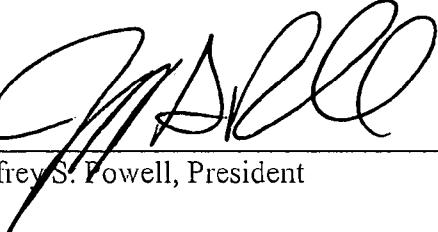
VERIFICATION

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: 3/2/2009

By:


Jeffrey S. Powell, President

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

J.J. POWELL, INC., :
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING, :
Defendant :
: Type of Case:
: CIVIL :
: Type of Pleading:
: COMPLAINT :
: Filed on Behalf of:
: PLAINTIFF :
: Counsel for This Party:
: Peter F. Smith, Esquire
: Supreme Court ID #34291
: P. O. Box 130
: 30 South Second Street
: Clearfield, PA 16830
: (814) 765-5595

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2008-
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2008-
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	

COMPLAINT

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

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.
2. The name of the Defendant is **GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING**, with mailing address of 38 Duquesne Way, Lewistown, Pennsylvania 17044.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. By agreement dated March 16, 2002, the Defendant obtained a cardlock card. By using this card, the Defendant was able to purchase quantities of diesel fuel and gasoline at Plaintiff's self-service distribution sites. A true and correct copy of said agreement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.
5. Balances due were billed by Plaintiff to Defendant twice a month.

6. Bills were to be paid 10 days after receipt.

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

8. If balance is not paid within 10 days after receipt of an invoice, interest accrued at 1 ½ % per month (18% per annum).

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

10. A statement of the Defendant's account with the Plaintiff commencing on August 29, 2004 and continuing until August 13, 2008 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

12. Written and oral demand have been made on the Defendant to pay the balance due, but he has failed to do so.

13. Page two of the parties' agreement which is Exhibit A entitles Plaintiff to recover its Court Costs and Attorney fees as part of its damages.

14. As of September 29, 2008, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

a)	Balance	\$18,049.13
b)	Court Cost (to be added)	\$ _____
c)	Attorney fees (to be added)	\$ _____
PRELIMINARY TOTAL		\$18,049.13
FINAL TOTAL		\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against Gary A. Williams, d/b/a G.A. Williams Trucking in the amount of \$18,049.13 together with Court Costs, Attorney fees and interest.

Respectfully submitted,

Date: 10/6/08



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: 8/2/2008

By: JSP

Jeffrey S. Powell, President

366
(fax)
jjpowell.com
jjpowell.com

APP
10/01

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

#10949

SM

Date 3-16-02

Firm Address

Company Name	Telephone Number			Fax Number
G.A. Williams Trucking	(717) 242-0648			(717) 242-0537
Mailing Address	City	State	Zip	
38 Duguesne Way	Lewistown	PA	17044	
Street Address	City	State	Zip	
Same as above				
Home Address	City	State	Zip	
Same as above				

Legal Structure

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

Single Entity - Not a subsidiary
 Corporation
 State _____
 Partnership
 Other

Federal ID #. 23 2962416

How Long in Business? 4 years

What Type of Business? Trucking

Personal

List names of partners or corporate officers

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

Owner or Officer

Gary A. Williams Owner

Title

Spouse's Name

Home Address

City

State

Zip

How Long? 7 year

Own
Buying
Renting

38 Duguesne Way Lewistown

PA. 17044

Previous Address

City

State

Zip

How Long?

3 Reservoir Lane Lewistown

PA. 17044

1 year

Name of nearest relative not living with you

Relationship

Telephone Number

Harold Williams Brother

(717) 248-7918

Home Phone

(717) 242-0648

Driver License #

24 143 159

Social Security Number

137-66-0437

Date of Birth

2-15-63

Have you ever filed Bankruptcy?

NO

When?

Where?

References

Bank Name & Branch

Juniper Valley Bank

City

Mifflintown

State

Zip

Bank Officer

Jack Morgan

Account Number

56 135 468 7

Telephone Number

(717) 436-8211

Trade Reference

Account Number

Telephone Number

Estimated Monthly Usage in Gallons

1800 Gallons

Person to contact regarding cards

Gary Williams

Telephone Number

(717) 242-0648

Home Extension

(717) 994-2407 cell

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

Gary A. Williams

Gary A. Williams

3-16-02

EXHIBIT

Tables

1. Purchaser will be the exclusive owner and operator of the cardlock.
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.

Option:

Doc #	Document	Original	Gallons	Reference	Extended	Extended	Extended
	Date	Amount	Purchased		Amounts	Amounts	Amounts
<u>Original Document</u>							
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & /Credit limit (B SM) Salesperson 99
10949	WILLIAMS TRUCKING, G. A.	717-543-6161			1,500.00/Last payment	09/15/08 08/31/08 08/15/08 07/31/08	
Inv	5243	08/23/05	325.46	121.9		117.69	
F/C	5243	08/31/05	35.14		Finance Charge	152.83	
F/C	5258	09/15/05	33.76		Finance Charge	186.59	
F/C	5273	09/30/05	36.20		Finance Charge	222.79	
F/C	5288	10/15/05	25.16		Finance Charge	247.95	
F/C	5304	10/31/05	25.16		Finance Charge	273.11	
F/C	5319	11/15/05	25.16		Finance Charge	298.27	
F/C	5334	11/30/05	25.16		Finance Charge	323.43	
F/C	5349	12/15/05	25.16		Finance Charge	348.59	
F/C	5365	12/31/05	25.16		Finance Charge	373.75	
F/C	6015	01/15/06	25.16		Finance Charge	398.91	
Inv	6031	01/18/06	197.55	76.0		596.46	
F/C	6031	01/31/06	25.16		Finance Charge	621.62	
F/C	6046	02/15/06	21.41		Finance Charge	643.03	
F/C	6059	02/28/06	21.41		Finance Charge	664.44	
F/C	6074	03/15/06	22.89		Finance Charge	687.33	
F/C	6090	03/31/06	22.89		Finance Charge	710.22	
F/C	6105	04/15/06	22.89		Finance Charge	733.11	
Pmt	67801	09/07/06	300.00-		1628	433.11	
Pmt	68481	10/06/06	233.11-		1648	200.00	
Pmt	68832	10/19/06	200.00-		1663		
Inv	7334	11/12/07	362.79	106.1		362.79	
Inv	7319	11/14/07	870.71	238.7		1,233.50	
Pmt	77979	12/10/07	1,233.50-		CREDIT CARD		
Inv	7349	12/15/07	3,822.12	1,119.2		3,822.12	
Pmt	78423	12/31/07	1,700.00-		CREDIT CARD	2,122.12	
Inv	7365	12/31/07	1,310.84	531.5		3,932.96	
Pmt	78453	01/03/08	1,100.00-		CREDIT CARD	2,832.96	
Inv	8015	01/06/08	1,323.82	374.8		4,156.78	
Inv	8031	01/30/08	3,703.22	1,088.5		7,860.00	
Inv	8046	02/05/08	1,861.99	552.5		9,721.99	
Pmt	79560	02/25/08	3,000.00-	1903		6,721.99	
Inv	8060	02/28/08	1,074.52	280.2		7,796.51	
Inv	8075	03/15/08	2,671.96	679.3		10,468.47	
Inv	8091	03/25/08	3,330.58	797.9		13,799.05	
Pmt	80331	03/31/08	2,000.00-	1915		11,799.05	
Pmt	80908	04/28/08	2,500.00-	1929		9,299.05	
Inv	8136	05/15/08	5,886.71	1,329.8		15,185.76	
Pmt	81414	05/16/08	2,000.00-	1934		13,185.76	
Inv	8152	05/16/08	826.98	175.9		14,012.74	
Pmt	82045	06/13/08	2,000.00-	1959		12,012.74	
Pmt	82046	06/13/08	3,000.00-	1948		9,012.74	
Inv	8167	06/15/08	2,909.20	617.3		11,921.94	
Inv	8182	06/23/08	5,388.29	1,173.4		17,310.23	
Pmt	82351	06/30/08	2,000.00-	1973		15,310.23	
Pmt	82420	07/03/08	2,000.00-	1975		13,310.23	
Inv	8197	07/14/08	2,079.30	415.0		15,389.53	

EXHIBIT

Option:

Doc #	Document	Original	Gallons	Reference	Extended	Extended	Extende		
Date		Amount	Purchased		Amounts	Amounts	Amount		
<u>Original Document</u>					Running	Future &			
Type	Doc#	Date	Amount	Quantity	Balance	09/15/08	08/31/08	08/15/08	07/31/0
10949	WILLIAMS TRUCKING, G. A.	717-543-6161			1,500.00/Last payment				
Pmt	82898	07/21/08	1,500.00-	1979	13,889.53				
Inv	8213	07/27/08	3,558.37	765.2	17,457.90				3,568.3
Inv	8228	08/13/08	591.23	132.0	18,049.13				591.23
10949 Total.....					18,049.13				
						591.23	17,457.9		

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

Active Accounts	18,049.13	0.00	17,457.9
	0.00		591.23

* Total All Accounts *	18,049.13	0.00	17,457.9
			591.23

* Total Uninvoiced *	0.00	0.00	0.00
			0.00

* Total Unpaid F/C *	0.00
----------------------	------

PROMISSORY NOTE

MAKERS:

GARY A. WILLIAMS and
CAROL WILLIAMS,
d/b/a G.A. WILLIAMS TRUCKING

LENDER:

J.J. POWELL, INC.

DATE MADE:

November 22, 2008

DEBT:

\$18,294.13

For value received from J.J. POWELL, INC., with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866, hereinafter "LENDER", and GARY A. WILLIAMS and CAROL WILLIAMS, d/b/a G.A. WILLIAMS TRUCKING, with mailing address of 45 Old Peach Road, McClure, PA 17841; (hereinafter "MAKERS"), hereby agrees to pay to LENDER the sum of Eighteen Thousand Two Hundred Ninety Four and 13/100 (\$18,294.13) Dollars which represents G.A. WILLIAMS TRUCKING'S unpaid fuel bill.

MAKERS shall pay the debt to LENDER in monthly installments of One Thousand and no/100 (\$1,000.00) Dollars. Interest shall accrue at 10% per annum on the unpaid balance until paid in full. Each payment shall first be applied to accrued interest and then toward the reduction of principal.

This note represents a debt incurred for business purposes.

MAKERS have executed and delivered this note to LENDER in consideration of LENDER'S agreement to forebear prosecution of a lawsuit instituted by MAKER as Plaintiff against GARY A. WILLIAMS, d/b/a G.A. WILLIAMS TRUCKING at Clearfield County Docket Number 2008-1907-CD. MAKERS agree to be jointly and severally liable for this debt. MAKERS further agree that in the event they default under this agreement and fail to punctually and fully fulfill their obligations

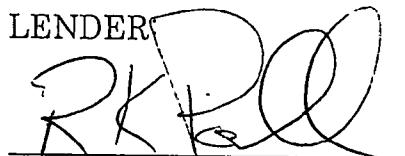
hereunder, that lender may join CAROL WILLIAMS as an additional defendant to the lawsuit mentioned above and proceed with that suit to judgment.

Payments shall be due on the 1st day of each month. MAKERS shall tender the first One Thousand (\$1,000.00) Dollar payment to LENDER when they deliver their executed copy of this note. The second payment shall be due on December 1, 2008.

LENDER shall continue to send MAKERS monthly statements showing payments and interest charges during the preceding month and the current balance due.

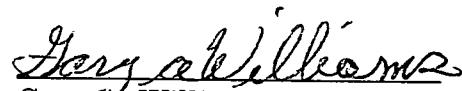
IN WITNESS WHEREOF, we hereunto set our hands and official seal.

LENDER:



Keith Powell,
J.J. Powell, Inc.

MAKER:


Gary A. Williams, d/b/a
G.A. Williams Trucking
Carol Williams

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

J. J. POWELL, INC., :
Plaintiff : No. 2008-1907-CD
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING, :
Defendant :
S

FILED

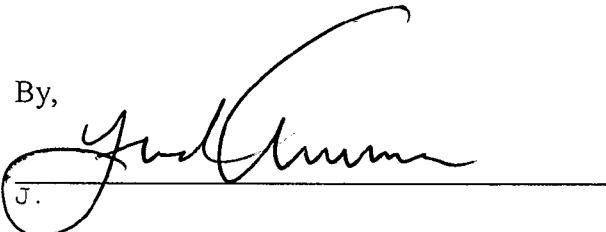
MAR 05 2009
01/11:40p (60)
William A. Shaw
Prothonotary/Clerk of Courts
1 case to 5th Flr
w/motion
2 case to 4th Flr

RULE - ANSWER & HEARING

AND NOW, this 5th day of March, 2009 upon consideration of the following Motion, it is hereby ordered that:

1. A Rule is issued upon the Defendant, GARY A. WILLIAMS, d/b/a G.A. WILLIAMS TRUCKING to show cause why CAROL WILLIAMS is not entitled to join GARY A. WILLIAMS, d/b/a G.A. WILLIAMS TRUCKING as an additional defendant;
2. N/A;
3. The Respondents shall file an answer to this Motion on or before March 26, 2009;
4. The Motion shall be decided under Pa.R.C.P No. 206.7;
5. N/A;
6. An evidentiary hearing on disputed issues of material fact shall be held on April 8, 2009 at 9:30 A.m. in Courtroom No. 1 of the Clearfield County Courthouse;
7. Notice of the entry of this Order shall be provided to all parties by the Defendants.

By,



J.

02-05-09
DATE: 02/05/09 for serving all appropriate parties.

You are responsible for providing service to the following:
____ Plaintiff(s) Attorney _____ Plaintiff(s) Attorney _____
____ Plaintiff(s) _____ Defendant(s) _____
____ Plaintiff(s) _____ Defendant(s) _____
____ Defendant(s) _____ Defendant(s) _____
____ Special Instructions:

STAFF
CER

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

J. J. POWELL, INC., :
Plaintiff : No. 2008-1907-CD
:
vs. :
:
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING :
Defendant :
:

ORDER

AND NOW this 8th day of April, 2009, upon consideration of Plaintiff's Motion to Join an Additional Defendant, a Rule having been entered against the original Defendant Gary A. Williams and the individual whom Plaintiff proposes to join as a Defendant, Carol Williams, no answer to the Motion having been filed by March 26, 2009 as directed by the Rule, service of the Motion and completed Rule having been made on the original Defendant Gary A. Williams and on Carol Williams by the Sheriff of Mifflin County, it is,

ORDERED, AJUDGED and DECREED that Carol Williams is hereby joined as an additional Defendant to this action, and further ordered that the caption is amended to include her name hereafter as a Defendant, and the Clearfield County Prothonotary is directed to revise the caption of his records accordingly; and Carol Williams is directed to file an Answer to the original Complaint within 20 days of service of a certified copy of this Order which Plaintiff's counsel may make on her by U.S. First Class Mail, postage prepaid.

By the Court,

FILED 3CC
APR 08 2009 Atty Smith
(will serve)
S William A. Shaw
Prothonotary/Clerk of Courts
(61)

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

J. J. POWELL, INC., :
Plaintiff : No. 2008-1907-CD
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING :
Defendant :
:

FILED
APR 09 2009
o/a:so/w
William A. Shaw
Prothonotary/Clerk of Courts
No. C/C

CERTIFICATE OF SERVICE

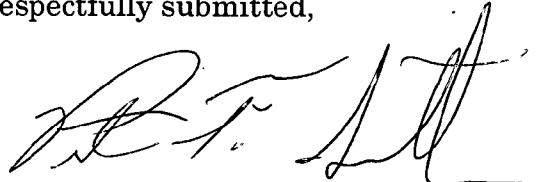
I, Peter F. Smith, attorney for Plaintiff, certify that pursuant to ORDER entered April 8, 2009, I sent certified copies of the Order to each of the Defendants at the following address on April 8, 2009:

Gary A. Williams
D/b/a G. A. Williams Trucking
45 Old Peach Road
McClure, PA 17841

Carol Williams
45 Old Peach Road
McClure, PA 17841

Date: April 8, 2009

Respectfully submitted,



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105373
NO: 08-1907-CD
SERVICE # 1 OF 2
MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING

PLAINTIFF: J.J. POWELL, INC.
VS.
DEFENDANT: GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING

SHERIFF RETURN

NOW, March 10, 2009, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING ON GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING.

NOW, March 16, 2009 AT 2:38 PM SERVED THE WITHIN MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING ON GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
073:35 AM
MAY 08 2009
S
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105373
NO: 08-1907-CD
SERVICE # 2 OF 2
MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING

PLAINTIFF: J.J. POWELL, INC.

VS.

DEFENDANT: GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING

SHERIFF RETURN

NOW, March 10, 2009, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING ON CAROL WILLIAMS.

NOW, March 16, 2009 AT 2:38 PM SERVED THE WITHIN MOTION TO JOIN ADDL. DEFT./RULE,ANSWER &HEARING ON CAROL WILLIAMS, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105373

NO: 08-1907-CD

SERVICES 2

MOTION TO JOIN ADDL. DEFT./RULE,ANSWER & HEARING

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: GARY A. WILLIAMS d/b/a G.A. WILLIAMS TRUCKING

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL	29975	20.00
SHERIFF HAWKINS	J.J.POWELL	29975	21.00
MIFFLIN CO.	J.J.POWELL	29977	57.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

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



SHERIFF'S OFFICE

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

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

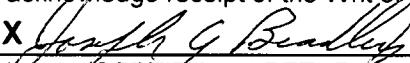
Plaintiff: JJ Powell Inc		Court Number: 2008-1907-CD
		County: Clearfield County
Defendant: Gary A Williams dba G A Williams Trucking and Carol Williams		Type of Writ or Complaint: <input type="checkbox"/> Writ <input checked="" type="checkbox"/> Complaint Motion to Join
Serve At	Name: Gary A Williams dba G A Williams Trucking and Carol Williams	Address: 45 Old Peach Rd McClure Pa 17841
	Name:	Address:

Indicate Unusual Service: Comm. of Pa. Deputization Other

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

Sheriff of Mifflin Co.

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

Attorney or other Organization requesting service: Sheriff's Office Clearfield County	Telephone No: (814) 765-2641	Date Filed: 3/4/2009
I acknowledge receipt of the Writ or Complaint as indicated above: 	Date Received: 3/12/2009	Exp. Date: 3/25/2009

I hereby CERTIFY and RETURN that I have personally served. have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

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

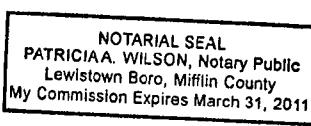
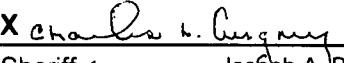
Name and Title of individual served: Carol Williams and for Gary A Williams dba G A Williams Trucking	<input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
--	---

Address where served (complete only if different than shown above)				Date of Service: 3/16/2009	Time: 2:38 PM
--	--	--	--	-------------------------------	------------------

Attempts	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1	3/16/2009	30	CLA						
Advance Costs \$75.00	Service Costs \$27.00	Mileage \$24.00	Postage \$1.00	Surcharge \$0.00	Notary \$5.00	Total \$57.00	Refund \$18.00		

Remarks: (See other side)

Sworn to and subscribed before me this 16th day of March, 2009.

Notary Public		So Answers:
 PATRICIA A. WILSON, Notary Public Lewistown Boro, Mifflin County My Commission Expires March 31, 2011		Deputy Sheriff Charles L Angney 3/18/2009  Sheriff Joseph A. Bradley 3/18/2009 
Notarial Seal		

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

J. J. POWELL, INC., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING :
CAROL A. WILLIAMS, :
Defendants :
: *pd \$20.00 Att,
0/10.30cm Notice to deft
MAY 19 2009 C. Williams
S/ William A. Shaw
Statement to Att,
Prothonotary/Clerk of Courts*

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

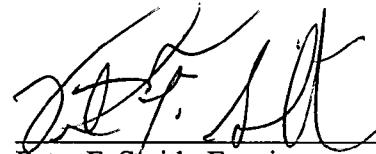
1. I certify that on May 1, 2009, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.
2. This Notice was sent to the Defendant at the following address:

Carol Williams
45 Old Peach Road
McClure, PA 17841
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 **\$18,049.13** plus interest and costs of suit.

a)	Balance	\$18,049.13
b)	Court costs (to be added)	\$ _____

c)	Attorney fees (to be added)	\$ _____
	PRELIMINARY TOTAL	\$18,049.13
Date:	Prothonotary's costs	\$ _____
	FINAL TOTAL	\$ _____

Respectfully submitted:



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

Date: May 13, 2009

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

J. J. POWELL, INC.,	:	No. 2008-1907-CD
Plaintiff	:	
vs.	:	
GARY A. WILLIAMS	:	
d/b/a G.A. WILLIAMS TRUCKING,	:	
Defendant	:	

TO: CAROL WILLIAMS
45 Old Peach Road
McClure, PA 17841

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 May 11, 2009.

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

Date: May 1, 2009



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
STATEMENT OF JUDGMENT

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

No.: 2008-01907-CD

CC
L

Real Debt: \$18,049.13

Atty's Comm: \$

Vs.

Costs: \$

Gary A. Williams
G.A. Williams Trucking
Carol Williams
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment as to Carol A.

Williams ONLY

Date of Entry: May 19, 2009

Expires: May 19, 2014

Certified from the record this May 19, 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

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

J. J. POWELL, INC., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G. A. WILLIAMS TRUCKING :
CAROL A. WILLIAMS, :
Defendants :
:



Notice is given that a judgment has been entered of record in Clearfield County against
CAROL A. WILLIAMS, Defendant, and in favor of the Plaintiff in the amount of **\$18,049.13**
plus interest and costs.

Prothonotary

By Willie L. Hall cm, Deputy
Prothonotary 5-19-2009

Rule of Civil Procedure No. 236

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

J. J. POWELL, INC., : No. 2008-1907-CD
Plaintiff :
vs. :
GARY A. WILLIAMS :
d/b/a G.A. WILLIAMS TRUCKING :
CAROL A. WILLIAMS, :
Defendants :
:

FILED No. 1
0/10:30AM
MAY 19 2009
William A. Shaw
Prothonotary/Clerk of Courts
JSC

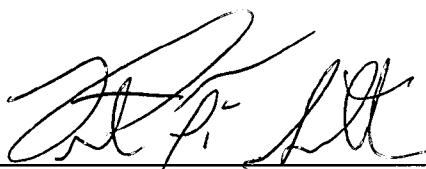
CERTIFICATE OF ADDRESS

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: Carol Williams
45 Old Peach Road
McClure, PA 17841

Date: May 13, 2009


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