

08-2047-CD
Land & Mapping Serv. Vs MSES Consu.

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

LAND AND MAPPING SERVICES, LLC,
a Pennsylvania Limited Liability Company;

PLAINTIFF,

v.

MSES Consultants, Inc.,

DEFENDANT.

No. 08-2047-CD

Type of Pleading:

CIVIL COMPLAINT

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

s **FILED** pd \$95.00 AMM
9/11/47km 3 CC AMM
OCT 24 2009
Noble


William A. Shaw
Prothonotary/Clerk of Courts

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

LAND AND MAPPING SERVICES, LLC,)
a Pennsylvania Limited Liability Company;)
)
PLAINTIFF,)
)
v.)
)
MSES CONSULTANTS, Inc,)
)
DEFENDANT.)
)
No. 08-_____ -CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

LAND AND MAPPING SERVICES, LLC,)
a Pennsylvania Limited Liability Company;)
PLAINTIFF,) No. 08-_____ -CD
v.)
MSES CONSULTANTS, Inc,)
DEFENDANT.)

**NOW COMES, Land and Mapping Services, LLC, Plaintiff, by and through its
counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as
follows in support of its CIVIL COMPLAINT:**

The Parties

1. Plaintiff is Land and Mapping Services, LLC, a duly formed and existing Pennsylvania Limited Liability Company, with headquarters located at 300 North Second Street, Clearfield, Clearfield County, Pennsylvania 16830.
2. That Defendant is MSES Consultants, Inc., upon information and belief, a duly formed and existing West Virginia Corporation, with office and headquarters located at 609 W. Main Street, Clarksburg, Harrison County, West Virginia 26302-0190..

Background

3. That upon information and belief, Defendant was involved in a project for the installation of a pipeline from Blair Mill, Pennsylvania to Leidy, Pennsylvania, on or about February, 2005.

4. That as part of said project, it was necessary to survey and document the area in and around said pipeline.
5. That L&M is in the business of surveying and documenting land as was needed and above referenced.
6. That defendant contracted with Land and Mapping Services, LLC, a for profit business in the land management business to provide certain services as needed in said project. A true and correct copy of said contract is attached hereto as Exhibit "A".
6. That the contract was proposed by Land and Mapping Services, LLC, on January 19, 2005 presented to Defendant, who accepted the same and returned to Land and Mapping Services, LLC, by United States Mail on, or about February 16, 2005.
7. That upon acceptance of the contract, L&M proceeded to perform in accordance with the contract.
8. That Defendant did pay as billed in accordance with the contract.
9. However, a final invoice in the amount of \$10,700 was presented and not paid by the Defendant.
10. That Defendant has failed to pay said final invoice, in the amount of Ten Thousand Seven Hundred Dollars (\$10,700) nor offered any reason as to why the same should not be paid. A true and correct copy of said invoice is attached hereto as Exhibit "B".
11. That as per Clause 6 of said contract, Defendant was to pay L&M at its office and in fact, for the payments so made, they were made at the office of L&M.

Count I: Breach of Contract

12. That the averments of paragraphs 1 - 11, inclusive are hereby incorporated as if again fully set forth at length.

13. That defendant breached said contract by not paying for the services it received from Land and Mapping Services, LLC, in accordance with their agreement.
14. That Defendant, upon information and belief, is in the business of installing pipeline such that the agreement is an agreement between merchants, subject to the Uniform Commercial Code such that the terms as proposed by the invoice became part of the contract between the parties when not rejected within a reasonable time by the Defendant.
15. As such, Defendant also owes to Plaintiff a service charge of Fifty Dollars (\$50.00) plus interest on the money owed from September 28, 2005, being 20 days following delivery of said invoice, at the rate of 1% per month, to be determined at time of trial.
16. Per Clause 6 of the contract, Defendant is also liable to L&M for its fees and costs, including reasonable attorney's fees, as it has become necessary for L&M to pursue litigation to collect the money owed to it due to Defendant's failure to pay or otherwise respond concerning this matter, in an amount to be determined at time of trial.

WHEREFORE, Plaintiff requests that judgment be entered in its favor and against Defendant, in an amount less than Twenty Thousand Dollars (\$20,000) together with interest, attorney's fees, and cost of prosecution.

Miscellaneous Averments

17. That jurisdiction is proper.
18. That venue is proper.

**WHEREFORE, Plaintiff requests that judgment be entered in its favor and
against Defendant, in an amount less than Twenty Thousand Dollars (\$20,000)
together with interest, attorney's fees, and cost of prosecution.**

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. #: 55942

LAND & MAPPING SERVICES

CONTRACT FOR PROFESSIONAL PHOTOGRAHMETRIC SERVICES

CLIENT: MSES Consultants, Inc.609 W. Main Street, Bldg 2, P.O. Drawer 190

Proposal Date: January 19, 2005

Clarksburg, WV 26302-0190Proposal No.: 05P036Attn.: Vince Straley

Client Proposal No.: _____

Phone No.: 304-624-9700

This agreement between LAND & MAPPING SERVICES and the CLIENT as listed above whereas the Client has requested the following Professional Services in accordance with the terms and conditions as listed below:

CONTRACT SPECIFICATIONS

1. PROJECT DESCRIPTION

Project Name: Pipeline (Blairs Mills – Leidy, PA)

Exhibit "A"

Project Type: FacilitySite Location: Central/North, PA (Centre, Clinton Co's)Quadrangle & State: Various, PAMapping Area: -- acres Band Width & Length: 2000' x 80 mi (pipeline)Mapping Area: -- acres Band Width & Length: 200' x 59 mi (access roads)Mapping Limits: As shown on map copies in RFP letter of 1-12-05

2. PROFESSIONAL SERVICES TO BE PERFORMED

2.1 PHOTOGRAPHY

Vertical Aerial Photography: To be Performed To be Provided by ClientApproximate Negative Scale: 800' or 4800' AMT Camera Fl.: 3 1/2" 6" 12"Number of Contact Prints to be Provided for Clients use: 1 Set 2 Sets 3 Sets *L&M 2/14/05*Film Type: Black & White Color Black & White IR Color IRForward Overlap of Photography: 20% 60% 80% Sidelap: 30% 6% or more

2.2 CONTROL SURVEY (Plus 25 Existing Survey Ties)

 To be Performed by L & M Services To be Provided by ClientHorizontal Datum: Local State Plane NAD27 NAD83 As ProvidedVertical Datum: Site NGVD29 NGVD88 As Provided

Land & Mapping Services will measure control point values by Conventional and Global Position Survey (GPS) Techniques. Sufficient monumentation (capped iron pins) will be established for future survey ties.

Horizontal Control - Minimum closure of third order class 1 or 1 part in 10,000. In order to assure accuracy, all side shots are to be turned from more than one (1) traverse point.

Vertical Control - The error of closure must not exceed one-tenth (1/10) the contour interval, and that all points including control points be "turned through".

CONTRACT FOR PROFESSIONAL PHOTOGRAHMETRIC SERVICES (CONT.)

2.3 DIGITAL PHOTOGRAHMETRIC MAPPING

Map Scale: 1" = 200' Contour Interval: 2.0' & Method: DTM ConventionalHardcopy Products: None Paper Plots Mylar Plots One Set IndexSheet Size: As Required Neat Sheet Size: ____ x ____Digital File Format: Intergraph Autocad OtherShipping Media: 3 1/2" Floppy CD Other ____

2.4 MAP ACCURACY

Horizontal: Shall be such that ninety (90) percent of all well defined map features shall be accurate to within one-fortieth (1/40) of an inch from their true position.

Vertical: Shall be such that ninety (90) percent of all elevations determined from the contours shall have an accuracy with respect to the true elevation of one-half (1/2) the contour interval. All spot elevations shall be accurate to within one-fourth (1/4) of the contour interval. The maps vertical accuracy shall be based on a respective contour interval of 2.0 feet.

NOTE: These map accuracy's apply only at the publication scale and at the respective contour interval, and **DO NOT** apply in areas outlined and labeled as "Ground Obscured". A field check for missing or miss-labeled detail **MUST** be completed prior to the utilization of this map for any computations and/or engineering design.

3. FEES

Vertical Aerial Photography	\$
Reproduction Services	\$ See
Control Survey	\$ Breakdown
Analytical Bridging	\$
Digital Mapping	\$
Field Accuracy Check	\$
<u>Field Completion</u>	\$
	TOTAL FEE: \$

Additional costs caused as a result of CLIENT errors or as a request to accelerate the schedule will be invoiced as additional compensation. All quotes will remain valid for a period of ninety (90) days.

4. SCHEDULE

Aerial Photography	First suitable conditions/schedule
Photographic Products	7-15 Days after flight
Control Survey (supplement)	10-18 Days after flight
Analytical Bridging	7 Days after receipt of control/photography
Digital Mapping	Incremental deliveries beginning 4-5 weeks after receipt of control bi-weekly until complete
Accuracy Check	MSES Consultants, Inc.
Field Completion	MSES Consultants, Inc.

All completion dates are estimates only and are subject to change due to conditions beyond our control.

CONTRACT FOR PROFESSIONAL PHOTOGRAHMETRIC SERVICES (CONT.)**5. OWNERSHIP**

Ownership of all flight maps, film negatives, control photo's, copies of map files, etc. produced in reference to this project shall remain the property of LAND & MAPPING SERVICES unless otherwise noted.

6. PAYMENT

Payment for these Professional Photogrammetric Services will be made by the CLIENT to LAND & MAPPING SERVICES as follows:

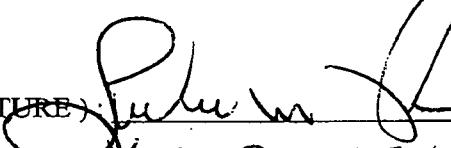
In order for us to begin the first phase a initial payment of _____ dollars (\$_____) shall be made upon execution of this contract. Future amounts will be invoiced as the project moves from phase to phase. All invoices will be NET 20 Days. A service charge of \$50.00 and one percent (1.0%) per month will be charged on all past due invoices. The CLIENT agrees to reimburse LAND & MAPPING SERVICES for all litigation and /or collection fees necessary to enforce any part of this agreement. LAND & MAPPING SERVICES reserves the right to stop work on any project due to non-payment of past due invoices.

7. CLIENT

The CLIENT is defined as the person signing this agreement, whether this person is the property owner, agent or a company representative, and as such, hereby acknowledges the authority and responsibility for payment of all invoices by him, the company, or agency the person represents.

AGREED BY:

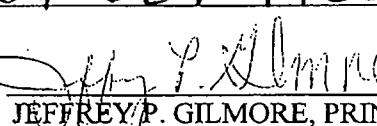
CLIENT:

(SIGNATURE):  DATE: 2/16/05
(PRINTED): LAWRENCE M. RINE
(TITLE): PRESIDENT

BILLING ADDRESS IF DIFFERENT FROM THAT AS LISTED ON THE FRONT OF THIS CONTRACT:

ATTN.: DONNA BARNES
COMPANY: MSES CONSULTANTS, INC.
ADDRESS: P. O. DRAWER 190
CITY/STATE /ZIP: CLARKSBURG, WV 26302
PHONE NO.: 304-624-9700

SERVICE PROVIDER:

(SIGNATURE):  DATE: 1/19/05
(PRINTED): JEFFREY P. GILMORE, PRINCIPAL

NOTE: This is a contract for professional services between MSES Consultants, Inc. and Land & Mapping Services. To initiate the project, please sign this contract (make a copy for your records) and return to:

Land & Mapping Services
300 North Second Street
Clearfield, PA 16830
V (814) 765-9370
F (814) 765-9372

LMS Proposal #05P036

80 MILE PIPELINE (CENTRAL/NORTH, PA)

AERIAL PHOTOGRAPHY

COLOR STEREOSCOPIC COVERAGE OF PIPELINE ROUTE AND ACCESS ROADS
(NEGATIVE SCALE 1"=800')

\$ 8,850.00 X pd

REPRODUCTION SERVICES

TITLE FILM, PRINT TWO (2) SETS COLOR CONTACT PRINTS (1 WORK SET/1 CLIENT SET)
ONE (1) SET DIGITAL COLOR PHOTO SCANS ON DVD (RESOLUTION 16 MICRON/1875 DPI)

\$ 3,000.00 X pd
3,000.00 X pd

\$ 3,000.00 X pd

AIRBORNE KINEMATIC GPS OF AERIAL PHOTOGRAPHY

INCLUDES DUAL GROUND STATIONS (NORTH/SOUTH ENDS) DURING
FLIGHT MISSION, PRE POST PROCESSING, ADJUSTED FINAL VALUES FOR EACH
EXPOSURE CENTER

\$ 3,000.00 X pd

GROUND CONTROL SURVEY/GPS TO SUPPLEMENT/VERIFY AIRBORNE VALUES

MEASURE 25 SURVEY TIE POINTS ESTABLISHED BY MSES CONSULTANTS WHILE
CONTROLLING AERIAL PHOTOGRAPHY

\$ 6,000.00 X pd
3,000.00 X pd

FULLY ANALYTIC AERIAL TRIANGULATION (260 MODELS EST.)

\$ 7,500.00 X pd
3,000.00 X pd

DIGITAL MAP COMPILATION

AUTOCAD.DWG/MICROSTATION.DGN (1"=200' 2.0' CI)
PIPELINE : 2000' BAND X 80 MI
ACCESS ROADS: 200' BAND X 60 MI

\$ 100,000.00 X pd
\$ 20,000.00

NOTE: ONCE PROJECT IS PHOTOGRAPHED, CONTROLLED AND TRIANGULATED,
INDIVIDUAL ORDERS FOR MAPPING MAY BE PLACED FOR \$400.00 + \$1,400.00/MI FOR
PIPELINE ROUTE AND \$300.00 + \$375.00/MI FOR ACCESS ROADS (10 MI MINIMUM)

DIGITAL ORTHOS (COLOR 2.0'/PIXEL RESOLUTION ON DVD) PIPELINE CORRIDOR ONLY
DELIVERED IN GEO.TIFF FORMAT ON DVD-R

\$ 22,500.00 X pd

TOTAL \$ 178,800.00

NOTES

- #1 FEE FOR GROUND CONTROL MEASUREMENT IS BASED UPON LMS PERFORMING AK GPS AND ALL
CONTROL LAYOUTS. IF CONTROL LOCATIONS OR PROJECT SCOPE IS DEFINED BY OTHERS, FEES
MAY BE AFFECTED
- #2 FEE TO MEASURE 25 SURVEY TIE LOCATIONS IS BASED UPON COMBINED MISSION WITH CONTROL
SURVEY OF AERIAL PHOTOGRAPHY
- #3 FEES FOR DIGITAL MAPPING REFLECT NO HARD COPY PLOTS EXCEPT INDEXES
- #4 FEES FOR DIGITAL ORHTOS REFLECT NO HARD COPY PLOTS EXCEPT INDEXES
- #5 LMS PROJECTS SCOPE DOES NOT REQUIRE PRE PANELING, IF MSES CONSULTANTS REQUIRES "X"
NUMBER OF TARGET LOCATIONS LMS STAFF WILL SET @ \$48.00/HR PLUS MILEAGE

...
X pd

INVOICE

INVOICE DATE: September 8, 2005

INVOICE NUMBER: L05049-3

CLIENT:

MSES Consultants, Inc.
609 W. Main Street, Bldg 2
P.O. Box Drawer 190
Clarksburg, WV 26302-0190
304-624-9700

Exhibit "B"

Attn: Vince Straley

Project name: Pipeline (Blairs Mills – Leidy, PA)

Job number: L05049

Purchase order number: N/A

DESCRIPTION OF PROFESSIONAL SERVICES BILLED:

Reproduction Services (final)	\$ 2,700.00
Ground Control Survey/GPS (final)	\$ 3,000.00
Analytical Triangulation (final)	\$ 5,000.00

TOTAL AMOUNT DUE THIS INVOICE: \$10,700.00

TERMS: 20 DAYS NET *

* A service charge of \$50.00 and 1% per month will be charged on all past due invoices.

SEND REMITTANCE TO:

Land & Mapping Services
300 North Second Street
Clearfield, PA 16830

Federal ID number: 23-2876098
V(814) 765-9370
F(814) 765-9372

YOUR PROMPT PAYMENT IS APPRECIATED ~ THANK YOU!

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

LAND AND MAPPING SERVICES, LLC,)
a Pennsylvania Limited Liability Company;)
PLAINTIFF,)
v.) No. 08-_____ -CD
MSES CONSULTANTS, Inc,)
DEFENDANT.)

VERIFICATION

I, Jeffrey P. Gilmore, member, Land and Mapping Services, LLC, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 17th day of September, 2008.

By,



Jeffrey P. Gilmore, Member,
Land and Mapping Services, LLC, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104838
NO: 08-2047-CD
SERVICE # 1 OF 1
CIVIL COMPLAINT

PLAINTIFF: LAND AND MAPPING SERVICES, LLC. a Pennsylvania Limited Liability Company;
vs.
DEFENDANT: MSES Consultants, Inc.

SHERIFF RETURN

NOW, November 17, 2008 SERVED THE WITHIN CIVIL COMPLAINT ON MSES CONSULTANTS, INC.
DEFENDANT AT 609 W. MAIN STREET, CLARKSBURG, WV, 26302-0190 BY CERTIFIED MAIL # 7006 0810 0001
4507 4500. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY DONNA BARNES.

S
FILED
03:45 LM
FEB 11 2009
W.A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NOBLE	3568	10.00
SHERIFF HAWKINS	NOBLE	3568	24.08

Sworn to Before Me This

____ Day of _____ 2009

So Answers,



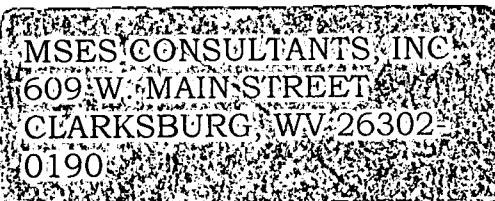
Chester A. Hawkins
Sheriff

U.S. Postal Service™

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:



2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4500

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Donna Barnes

Agent
 Addressee

B. Received by (Printed Name)

Donna Barnes

C. Date of Delivery

11-15

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 Yes

FILED

FEB 25 2009

M/11:50/09

William A. Shaw
Prothonotary/Clerk of Courts

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

NOTICE TO DEFENDANT
NO CANCELLATION

LAND AND MAPPING SERVICES, LLC,
a Pennsylvania Limited Liability Company;

PLAINTIFF,

: No. 08-2047-CD

v.

MSES Consultants, Inc.,

DEFENDANT.

Type of Pleading:

**PRAECIPE TO ENTER
JUDGMENT BY DEFAULT**

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

LAND AND MAPPING SERVICES, LLC,)
a Pennsylvania Limited Liability Company;)
)
PLAINTIFF,)) No. 08- 2047 -CD
)
v.)
)
MSES CONSULTANTS, Inc,))
)
DEFENDANT.))

PRAECIPE TO ENTER JUDGMENT BY DEFAULT

To: William A. Shaw, Prothonotary

Date: February 24, 2009

Please enter JUDGMENT, in favor of Plaintiff and against Defendant, in the amount of \$16,657.50, plus additional interest and costs. I hereby certify that a NOTICE OF DEFAULT, a true and correct copy of which is attached hereto as Exhibit "A", was sent to the defendant, more than ten (10) days ago and no responsive pleading has been sent as of this date. Attached hereto as Exhibit "B" is the US Mail Certificate of Mailing evidencing the same.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

LAND AND MAPPING SERVICES, LLC,
a Pennsylvania Limited Liability Company;

PLAINTIFF,

v.

MSES CONSULTANTS, Inc,

DEFENDANT.

)
No. 08- 2047 -CD

Exhibit "A"

To: Defendant MSES Corporation
609 W. Main Street
Clarksburg, WV 26302-0190

Date: January 5, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU AS TO PLAINTIFF'S CIVIL COMPLAINT. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,



T G N
Teron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR INSURANCE PURPOSES. U.S. MAIL DOES NOT PROVIDE FOR INSURANCE POSTAGE.

THE RONG NOBLE, Esq.

Received From: **Ferruccio & Noble
301 East Pine St.
Clearfield, PA 16830
(814) 375-2221**

One piece of ordinary mail addressed to:
Defendant MSES Corporation
609 W. MAIN ST.
CHARLESBURG, WV 26702-0190

U.S. POSTAGE
PAID
DUBOIS, PA
15801
JAN 05 2000
AMOUNT
10
PS Form 3817, January 2001

LIBERTY STATION
DUBOIS, PA 15801
JAN 5 2000
PS Form 3817, January 2001

Exhibit "B"

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

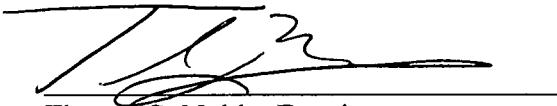
LAND AND MAPPING SERVICES, LLC,)
a Pennsylvania Limited Liability Company;)
)
PLAINTIFF,)) No. 08- 2047 -CD
v.)
)
MSES CONSULTANTS, Inc,)
)
DEFENDANT.)

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 24th day of February, 2009, that I did mail a true and correct copy of the PRAECIPE TO ENTER JUDGMENT BY DEFAULT, addressed as follows, being the pro se defendant at its last known address, via United States Mail, first class mail, postage prepaid:

**MSES Consultants, Inc.
609 W. Main Street
Clarksburg, WV 26302-0190**

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. #: 55942

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Land and Mapping Services

Vs.

No. 2008-02047-CD

MSES Consultants, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$16,657.21 on February 25, 2009.

William A. Shaw
Prothonotary

William A. Shaw

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

Land and Mapping Services
Plaintiff(s)

No.: 2008-02047-CD

Real Debt: \$16,657.21

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

MSES Consultants, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 25, 2009

Expires: February 24, 2009

Certified from the record this February 25, 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
OFFICE OF THE PROTHONOTARY

Land and Mapping Services

Vs.

NO. 2008-02047-CD

MSES Consultants, Inc.

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

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

I further certify that a Judgment was entered in the above captioned matter in favor of Plaintiff, LAND AND MAPPING SERVICES, LLC, a Pennsylvania Limited Liability Company; and against Defendant, MSED Consultants, Inc. on February 25, 2009, in the amount of \$16,657.21.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 25th day of February, A.D., 2009.

William A. Shaw
Prothonotary

BY: William A. Shaw
Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

Date: 2/25/2009

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 01:57 PM

Complete Case History

Page 1 of 1

Case: 2008-02047-CD

Land and Mapping Services vs. MSES Consultants, Inc.

Filed: 10/24/2008

Subtype: Civil Other-COUNT

Physical File: Y

Appealed: N

Comment:

Register of Actions

10/24/2008 New Case Filed. No Judge,

Filing: Civil Complaint Paid by: Noble, Theron G. (attorney for Land and Mapping Services) Receipt number: 1926497 Dated: 10/24/2008 Amount: \$95.00 (Check) For: Land and Mapping Services (plaintiff) 3CC Atty Noble.

2/11/2009 Sheriff Return, November 17, 2008 Served the within Civil Complaint on MSES Consultants Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Noble \$34.08

2/25/2009 Filing: Praeclipe to Enter Judgment by Default Paid by: Noble, Theron G. (attorney for Land and Mapping Services) Receipt number: 1928223 Dated: 2/25/2009 Amount: \$20.00 (Check) For: Land and Mapping Services (plaintiff) no cert. copies. Judgment entered against the Defendant in the amount of \$16,657.50 Notice to Defendant.

Disposition

Order date In Favor Of Disposition Judgment

02/25/2009 Plaintiff 02/25/2009 Open Default Judgment

Comment: 16,657.50

Plaintiff: Land and Mapping Services
Defendant: MSES Consultants, Inc.

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

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

FEB 25 2009

Attest.


William L. Shaw
Prothonotary/
Clerk of Courts