

08-2231-CD

JJ Powell vs Postlewait Logging Co. al

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

J.J. POWELL, INC.,

Plaintiff

vs.

POSTLEWAIT LOGGING COMPANY and  
CHAD POSTLEWAIT,  
Defendants

No. 2008-2231-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

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**FILED** PFF pd. 95.00  
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NOV 19 2008 ICC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts 2CC Sheriff

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
	:	
POSTLEWAIT LOGGING COMPANY and	:	
CHAD POSTLEWAIT,	:	
Defendants	:	

**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.

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
	:	
POSTLEWAIT LOGGING COMPANY and	:	
CHAD POSTLEWAIT,	:	
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 first Defendant is **POSTLEWAIT LOGGING COMPANY**, a Pennsylvania business corporation with business address of RR1 Box 641, Port Allegheny, McKean County, Pennsylvania 16743.
3. The name of the second Defendant is **CHAD POSTLEWAIT** whose address is 2869 Route 155, Port Allegany, PA 16743.
4. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
5. Plaintiff and the Defendant Corporation engaged in an account relationship which was based on an account application signed and submitted by **CHAD POSTLEWAIT** on behalf of the Corporate Defendant on 3/28/03 A true and correct Copy of which is attached as Exhibit 1.

6. Commencing on or before March 28, 2003, Plaintiff permitted the Defendant Corporation to charge the purchase of diesel fuel and gasoline. Balances were billed twice each month and were to be paid within 10 days of the invoice. Unpaid balances accrue interest at the rate of 18% per annum.

7. Under the March 28, 2003 agreement, the Defendant Corporation obtained "cardlock cards." By using these cards, the Defendant Corporation's drivers were able to purchase diesel fuel and gasoline at Plaintiff's self-service distribution sites.

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

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

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

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

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

13. A statement of the Defendant's account with the Plaintiff commencing on September 14, 2006 and continuing until October 31, 2008 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 3.

14. Defendant **CHAD POSTLEWAIT** personally guaranteed payment of all amounts due under this account on Page 2 of the parties' written agreement as Plaintiff's Exhibit 1.

15. Written and oral demand has been made on the Defendant to pay the balance due,

but they have failed to do so.

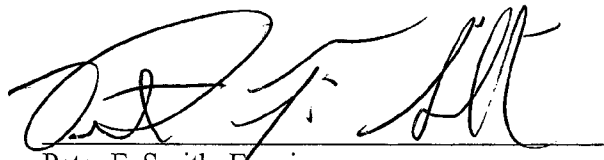
16. As of October 31, 2008, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$55,026.61
B)	Finance Charges to 10/31/08	\$ 3,536.86
C)	Finance Charges accruing at 18% per annum or at \$5.30 per day from 10/31/08 (to be added)	\$
D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$ _____
	PRELIMINARY TOTAL	\$58,563.47
	FINAL TOTAL	\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant **POSTLEWAIT LOGGING COMPANY** and **CHAD POSTLEWAIT** in the amount of \$58,563.47 together with interest accruing after October 31, 2008, reasonable attorney fees and court costs.

Respectfully submitted,

Date: 11/18/08

  
Peter F. Smith, Esquire  
Attorney for Plaintiff

### VERIFICATION

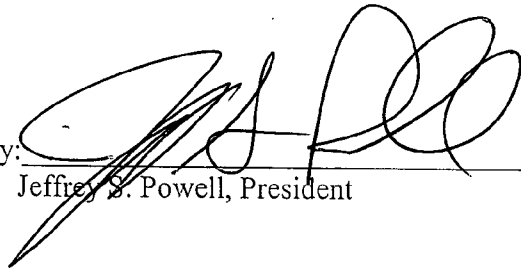
I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

J. J. POWELL, INC.

Dated: \_\_\_\_\_

11/17/08

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'J. S. Powell', written over a horizontal line.

Jeffrey S. Powell, President



1-800-432-0866  
814-342-6483 (fax)  
pacificpride@jjpowell.com  
www.jjpowell.com

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

11052 GOH  
SM

Date 3/28/03

FIRM ADDRESS

Company Name Posthwait Logging Company Telephone Number (814) 642-2240 Fax Number (814) 642-2919  
Mailing Address RR1 Box 641 City Port Allegany State PA Zip 16743  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address 813 North Main Street City Port Allegany State PA Zip 16743

Are you presently a Pacific Pride or Amerinet Cardholder? ☒ Yes ☐ No If yes, when did you last use your card? never used

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

- ☐ Single Entity - Not a subsidiary  
☒ Corporation  
State PA  
☐ Partnership  
☐ Other

Federal ID # 251779685

How Long in Business? 25 years  
What Type of Business? Logging Co.

List names of partners or corporate officers

Malon Posthwait - President

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

Owner or Officer Malon Posthwait Title President Spouse's Name Linda Posthwait

Home Address 813 North Main Street City Port Allegany State PA Zip 16743 How Long? Own 7 Renting \_\_\_\_\_  
Buying \_\_\_\_\_

Previous Address RR1 Box 228 City Port Allegany State PA Zip 16743 How Long? 20

Name of nearest relative not living with you CHAD POSTLEWAIT Relationship SON Telephone Number (814) 642-2412

Home Phone (814) 642-2412 Driver License Number 24 271 543 Social Security Number 208-58-1590 Date of Birth 7/16/77

Have you ever filed Bankruptcy? When? NO Where? \_\_\_\_\_

Bank Name & Branch HAMLIN BANK AND TRUST City SMITHPORT State PA Zip 16749

Bank Officer MARTY DEAGLE Account Number \_\_\_\_\_ Telephone Number (814) 887-5555

Trade Reference \_\_\_\_\_ Account Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

Estimated Monthly Usage in Gallons 10,000 / PER MONTH Person to Contact Regarding Cards CHAD POSTLEWAIT Telephone Number (814) 642-2240 Extension \_\_\_\_\_

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

EXHIBIT

tabbies

1

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

*Chad Postlewait*  
**CHAD POSTLEWAIT**  
**3/28/03**

#### ADDITIONAL TERMS CARDLOCK USE

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.

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

CANADA: INTERNATIONAL CARD

PLEASE COMPLETE CARD INFORMATION AND CHECK THE PRODUCTS THE CARD IS AUTHORIZED TO PURCHASE.

	UNIT DESCRIPTION	DIESEL	UNLEADED	MID-GRADE	PREMIUM	OFF-ROAD
DS#1	1996 INTERNATIONAL	✓	3070403	08		9389
DS#2	1988 KENWORTH	✓	3070404	09		0387
DS#3	1988 FORD	✓	3070405	10		2580
DS#4	1998 KENWORTH	✓	3070406	11		3899
DS#5	1998 KENWORTH	✓	3070407	12		0083

Option:

Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Extended Amounts	Extended Amounts	Extended Amounts		
Original Document						Running Balance	Future & 10/31/08	10/15/08	09/30/08	09/15/08
11052	POSTLEWAIT LOGGING COMPANY			814 642-2240	CHAD POS	1,000.00/Last payment	/Credit limit (B SM ) Salesperson 99			
Inv	6258	09/14/06	5,343.17	1,802.3		63.99				
F/C	6258	09/15/06	103.95		Finance Charge	167.94				
F/C	6273	09/30/06	71.57		Finance Charge	239.51				
Inv	6273	09/30/06	5,347.10	1,914.2		5,586.61				
F/C	6288	10/15/06	40.63		Finance Charge	5,627.24				
Inv	6288	10/15/06	2,601.19	995.3		8,228.43				
Inv	6304	10/29/06	2,184.39	849.2		10,412.82				
F/C	6304	10/31/06	40.58		Finance Charge	10,453.40				
Pmt	69321	11/09/06	5,418.67		2583	5,034.73				
Inv	6319	11/14/06	1,279.83	501.0		6,314.56				
F/C	6319	11/15/06	20.23		Finance Charge	6,334.79				
Pmt	69641	11/24/06	4,866.79		2610	1,468.00				
F/C	6334	11/30/06	0.96		Finance Charge	1,468.96				
Inv	6334	11/30/06	2,322.34	863.3		3,791.30				
Pmt	69994	12/11/06	1,300.06		2628	2,491.24				
F/C	6349	12/15/06	1.11		Finance Charge	2,492.35				
Inv	6349	12/15/06	3,996.47	1,423.7		6,488.82				
Pmt	70313	12/26/06	2,323.30		2647	4,165.52				
Inv	6365	12/30/06	3,770.45	1,370.7		7,935.97				
F/C	6365	12/31/06	1.25		Finance Charge	7,937.22				
Pmt	70639	01/10/07	3,997.58		2677	3,939.64				
F/C	7015	01/15/07	1.25		Finance Charge	3,940.89				
Inv	7015	01/15/07	3,141.95	1,217.6		7,082.84				
F/C	7031	01/31/07	29.53		Finance Charge	7,112.37				
Inv	7031	01/31/07	4,145.99	1,625.9		11,258.36				
Pmt	71387	02/12/07	3,771.70		2706	7,486.66				
F/C	7046	02/15/07	24.81		Finance Charge	7,511.47				
Inv	7046	02/15/07	6,539.26	2,444.2		14,050.73				
Pmt	71562	02/23/07	3,143.20		2758	10,907.53				
F/C	7059	02/28/07	1.25		Finance Charge	10,908.78				
Inv	7059	02/28/07	5,968.79	2,162.6		16,877.57				
Pmt	72007	03/12/07	4,175.52		2775	12,702.05				
F/C	7074	03/15/07	1.04		Finance Charge	12,703.09				
Inv	7074	03/15/07	5,897.91	2,052.3		18,601.00				
Pmt	72290	03/28/07	6,564.07		2803	12,036.93				
F/C	7090	03/31/07	45.84		Finance Charge	12,082.77				
Inv	7090	03/31/07	7,235.22	2,553.4		19,317.99				
Pmt	72697	04/13/07	5,970.04		2834	13,347.95				
Inv	7105	04/13/07	5,910.87	2,007.1		19,258.82				
F/C	7105	04/15/07	45.48		Finance Charge	19,304.30				
Pmt	72804	04/20/07	5,898.95		2854	13,405.35				
F/C	7120	04/30/07	55.52		Finance Charge	13,460.87				
Inv	7120	04/30/07	8,719.88	2,967.2		22,180.75				
Pmt	73295	05/11/07	7,281.06		2894	14,899.69				
F/C	7135	05/15/07	45.25		Finance Charge	14,944.94				
Inv	7135	05/15/07	10,136.03	3,442.1		25,080.97				
Pmt	73610	05/31/07	5,956.35			19,124.62				

EXHIBIT

EXHIBIT

Option:

Doc # Document		Original	Gallons Reference				Extended	Extended	Extended
Date		Amount	Purchased				Amounts	Amounts	Amounts
Original Document									
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & 10/31/08	10/15/08	09/30/08 09/15/08
11052	POSTLEWAIT LOGGING COMPANY			814 642-2240	CHAD POS	1,000.00/Last payment	/Credit limit (B SM ) Salesperson 99		
F/C	7151	05/31/07	66.32		Finance Charge	19,190.94			
Inv	7151	05/31/07	10,986.23	3,711.4		30,177.17			
Pmt	74023	06/14/07	8,675.40-		2960	21,501.77			
Adj	1158	06/14/07	100.00-		GOH RENTER PROMO	21,401.77			
F/C	7166	06/15/07	77.28		Finance Charge	21,479.05			
Inv	7166	06/15/07	9,619.43	3,265.4		31,098.48			
Pmt	74225	06/27/07	10,181.28-		2987	20,917.20			
Inv	7181	06/29/07	9,703.19	3,233.9		30,620.39			
F/C	7181	06/30/07	83.32		Finance Charge	30,703.71			
Pmt	74610	07/11/07	11,052.55-		3013	19,651.16			
F/C	7196	07/15/07	72.91		Finance Charge	19,724.07			
Inv	7196	07/15/07	8,687.73	2,852.0		28,411.80			
Pmt	74920	07/26/07	9,696.71-		3047	18,715.09			
Adj	1208	07/26/07	167.94-		F/C ERROR	18,547.15			
F/C	7212	07/31/07	72.77		Finance Charge	18,619.92			
Inv	7212	07/31/07	14,429.39	4,670.4		33,049.31			
Pmt	75365	08/13/07	9,786.51-		3067	23,262.80			
F/C	7227	08/15/07	65.16		Finance Charge	23,327.96			
Inv	7227	08/15/07	12,055.21	4,013.7		35,383.17			
Pmt	75594	08/24/07	8,760.64-		3098	26,622.53			
F/C	7243	08/31/07	108.22		Finance Charge	26,730.75			
Inv	7243	08/31/07	11,072.57	3,706.0		37,803.32			
Pmt	75876	09/10/07	14,502.16-		3128	23,301.16			
Inv	7258	09/14/07	11,683.95	3,788.7		34,985.11			
F/C	7258	09/15/07	90.41		Finance Charge	35,075.52			
Adj	1258	09/28/07	299.04-		GAS REIMBURSEMT	34,776.48			
Inv	7273	09/29/07	11,403.14	3,534.8		46,179.62			
F/C	7273	09/30/07	171.22		Finance Charge	46,350.84			
Pmt	76519	10/05/07	12,120.37-		3158	34,230.47			
Inv	7288	10/15/07	12,048.09	3,741.5		46,278.56			
F/C	7288	10/15/07	168.43		Finance Charge	46,446.99			
Pmt	76895	10/17/07	11,180.79-		3187	35,266.20			
Inv	7304	10/31/07	14,700.20	4,380.5		49,966.40			
F/C	7304	10/31/07	170.91		Finance Charge	50,137.31			
Pmt	77319	11/08/07	11,774.36-		3234	38,362.95			
Inv	7319	11/15/07	12,203.69	3,421.4		50,566.64			
F/C	7319	11/15/07	173.64		Finance Charge	50,740.28			
Pmt	77588	11/20/07	11,574.36-		3240	39,165.92			
Pmt	77751	11/29/07	12,216.52-		3284	26,949.40			
Inv	7334	11/30/07	8,569.57	2,356.1		35,518.97			
F/C	7334	11/30/07	108.01		Finance Charge	35,626.98			
Inv	7349	12/15/07	7,744.60	2,210.3		43,371.58			
F/C	7349	12/15/07	199.54		Finance Charge	43,571.12			
Pmt	78236	12/19/07	14,871.11-		3321	28,700.01			
Inv	7365	12/31/07	6,680.69	1,898.2		35,380.70			
F/C	7365	12/31/07	153.56		Finance Charge	35,534.26			
Pmt	78679	01/10/08	12,377.33-		3362	23,156.93			

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 & 10/31/08	10/15/08	09/30/08
11052	POSTLEWAIT LOGGING COMPANY			814 642-2240	CHAD POS	1,000.00/Last payment	/Credit limit (B SM ) Salesperson 99		
Inv	8015	01/15/08	8,113.40	2,258.0		31,270.33			
F/C	8015	01/15/08	120.11		Finance Charge	31,390.44			
Pmt	79069	01/31/08	8,677.58-		3386	22,712.86			
Inv	8031	01/31/08	7,978.15	2,323.9		30,691.01			
F/C	8031	01/31/08	105.95		Finance Charge	30,796.96			
Inv	8046	02/15/08	6,459.97	1,827.0		37,256.93			
F/C	8046	02/15/08	166.80		Finance Charge	37,423.73			
Pmt	79508	02/21/08	7,944.14-		3419	29,479.59			
Inv	8060	02/29/08	6,903.00	1,856.3		36,382.59			
F/C	8060	02/29/08	108.71		Finance Charge	36,491.30			
Pmt	79762	03/06/08	6,834.25-		3438	29,657.05			
Inv	8075	03/15/08	5,757.28	1,449.0		35,414.33			
F/C	8075	03/15/08	118.44		Finance Charge	35,532.77			
Inv	8091	03/29/08	5,720.19	1,363.9		41,252.96			
Pmt	80297	03/31/08	8,233.51-		3476	33,019.45			
F/C	8091	03/31/08	157.82		Finance Charge	33,177.27			
Inv	8106	04/15/08	4,602.09	1,086.4		37,779.36			
F/C	8106	04/15/08	201.00		Finance Charge	37,980.36			
Inv	8121	04/30/08	7,984.09	1,812.1		45,964.45			
F/C	8121	04/30/08	243.90		Finance Charge	46,208.35			
Pmt	81120	05/07/08	7,984.10-		3514	38,224.25			
Adj	1401	05/08/08	100.00-		goh renter promo	38,124.25			
Inv	8136	05/15/08	8,536.90	1,892.2		46,661.15			
F/C	8136	05/15/08	218.58		Finance Charge	46,879.73			
Pmt	81620	05/29/08	6,626.77-		3555	40,252.96			
Inv	8152	05/30/08	13,614.69	2,803.6		53,867.65			
F/C	8152	05/31/08	230.01		Finance Charge	54,097.66			
Pmt	82042	06/13/08	7,011.71-		3580	47,085.95			
Inv	8167	06/15/08	14,109.14	2,930.9		61,195.09			12,810.10
F/C	8167	06/15/08	242.26		Finance Charge	61,437.35			242.26
Pmt	82299	06/27/08	16,556.82-		3595	44,880.53			
Inv	8182	06/30/08	9,880.81	2,068.3		54,761.34			9,880.81
F/C	8182	06/30/08	223.77		Finance Charge	54,985.11			223.77
Pmt	82640	07/10/08	8,227.99-		3625	46,757.12			
Inv	8197	07/15/08	14,822.51	3,062.0		61,579.63			14,822.51
F/C	8197	07/15/08	269.71		Finance Charge	61,849.34			269.71
Inv	8213	07/31/08	14,892.44	3,129.6		76,741.78			14,892.44
F/C	8213	07/31/08	343.82		Finance Charge	77,085.60			343.82
Inv	8228	08/05/08	2,620.75	568.7		79,706.35			2,620.75
Pmt	83197	08/06/08	8,755.48-		3656	70,950.87			
F/C	8228	08/15/08	390.96		Finance Charge	71,341.83			390.96
Pmt	83801	08/30/08	13,844.70-		3711	57,497.13			
F/C	8244	08/31/08	400.54		Finance Charge	57,897.67			400.54
F/C	8259	09/15/08	420.20		Finance Charge	58,317.87			420.20
F/C	8274	09/30/08	420.20		Finance Charge	58,738.07		420.20	
Pmt	84557	10/06/08	1,000.00-		3779	57,738.07			
F/C	8289	10/15/08	412.70		Finance Charge	58,150.77	412.70		

Option:

Doc #	Document	Original Date	Original Amount	Gallons Purchased	Reference	Running Balance	Future & 10/31/08	Extended Amounts	Extended Amounts	Extended Amounts
Original Document										
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & 10/31/08	10/15/08	09/30/08	09/15/08
11052	POSTLEWAIT LOGGING COMPANY	814	642-2240	CHAD POS	1,000.00/Last payment			/Credit limit (B SM ) Salesperson 99		
F/C	9305	10/31/08	412.70		Finance Charge	58,563.47	412.70			
11052 Total.....						58,563.47	412.70	412.70	420.20	57,317.87

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

Active Accounts			58,563.47			412.70		412.70		57,317.87
							412.70		420.20	
* Total All Accounts *			58,563.47				412.70		420.20	57,317.87
* Total Uninvoiced *			0.00					0.00		0.00
* Total Unpaid F/C *			3,536.86				412.70		420.20	2,291.26

Average daily f/c \$27.51

Total Purchases due  
Total f/c due

\$ 55026.61

3536.86

\$ 58563.47

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

J. J. POWELL, INC.,  
Plaintiff

No. 2008-2231-CD

vs.

POSTLEWAIT LOGGING COMPANY and  
CHAD POSTLEWAIT,  
Defendants

*S* FILED No CC  
0/12:20pm, cert of  
JAN 08-2009 disc issued  
to Atty Smith  
William A. Shaw  
Prothonotary/Clerk of Courts

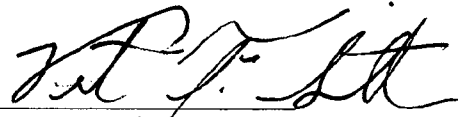
**PRAECIPE TO DISCONTINUE**

To: Clearfield County Prothonotary

Dear Sir:

I am counsel for the Plaintiff in the above-captioned matter. I appear and request that this case against POSTLEWAIT LOGGIN COMPANY and CHAD POSTLEWAIT, be marked DISCONTINUED.

Respectfully submitted,



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

Date: January 8, 2009

cc: J. J. Powell, Inc.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

J.J. Powell, Inc.

Vs.

No. 2008-02231-CD

Postlewait Logging Company  
Chad Postlewait

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 8, 2009, marked:

Discontinued

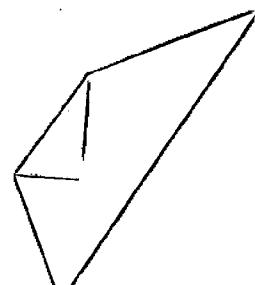
Record costs in the sum of \$95.00 have been paid in full by J.J. Powell Inc.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of January A.D. 2009.



LM

William A. Shaw, Prothonotary





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104962  
NO: 08-2231-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

SHERIFF RETURN

---

NOW, November 25, 2008, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON POSTLEWAIT LOGGING COMPANY.

NOW, December 10, 2008 AT 7:36 AM SERVED THE WITHIN COMPLAINT ON POSTLEWAIT LOGGING COMPANY, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

<sup>5</sup>  
FILED  
01/31/09  
FEB 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 104962  
NO: 08-2231-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

VS.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

**SHERIFF RETURN**

---

NOW, November 25, 2008, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON CHAD POSTLEWAIT.

NOW, December 10, 2008 AT 7:36 AM SERVED THE WITHIN COMPLAINT ON CHAD POSTLEWAIT, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104962  
NO: 08-2231-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	29911	20.00
SHERIFF HAWKINS	J.J.POWELL INC	29911	21.00
MCKEAN CO.	J.J.POWELL INC	29912	56.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-10096 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

J.J. POWELL, INC.

VS

POSTLEWAIT LOGGING CO., ET AL

STEPHEN SMITH, Deputy Sheriff of MCKEAN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT was served upon  
POSTLEWAIT LOGGING CO. the  
DEFENDANT, at 0007:36 Hour, on the 10th day of December, 2008  
at R.D. #1, BOX 641  
PORT ALLEGANY, PA 16743 by handing to  
CHAD POSTLEWAIT, EMPLOYEE  
a true and attested copy of COMPLAINT together with

and at the same time directing His attention to the contents thereof.

Additional Comments

SERVED AT 1293 BARNUM ROAD, ELDRED, PA 16731 (NEUTRAL SITE)

Sheriff's Costs:  
Total...\$ 56.00

So Answers:

SMITH  
STEPHEN SMITH  
Deputy Sheriff

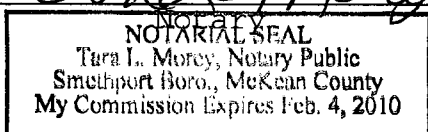
Paid Date...00/00/0000  
Paid By.....

Sworn and Subscribed to before

me this 11th day of

December A.D. 2008

Tara L. Morey



SHERIFF'S RETURN - REGULAR

CASE NO: 2008-10096 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

J.J. POWELL, INC.

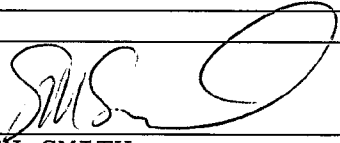
VS

POSTLEWAIT LOGGING CO., ET AL

STEPHEN SMITH, Deputy Sheriff of MCKEAN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT was served upon  
POSTLEWAIT, CHAD the  
DEFENDANT, at 0007:36 Hour, on the 10th day of December, 2008  
at 2869 RT. 155  
PORT ALLEGANY, PA 16743 by handing to  
HIM PERSONALLY AT 1293 BARNUM ROAD, ELDRED, PA (NEUTRAL SITE  
a true and attested copy of COMPLAINT together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:  
Total...\$ .00

So Answers: 

STEPHEN SMITH  
Deputy Sheriff

Paid Date...00/00/0000  
Paid By.....

Sworn and Subscribed to before

me this 11th day of

December A.D. 2008



NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010