

01-1430-CD  
HIDDEN VALLEY OUTDOORS, INC. -vs- LYNCH WORLDWIDE, LLC et al

Date: 12/01/2004

## Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:42 AM

## ROA Report

Page 1 of 3

Case: 2001-01430-CD

Current Judge: Paul E. Cherry

Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.

## Civil Other

Date	Judge
08/31/2001	Filing: Civil Complaint Paid by: Hopkins, David J. (attorney for Hidden Valley Outdoors, Inc.) Receipt number: 1830571 Dated: 08/31/2001 Amount: \$80.00 (Check) Two CC Attorney No Judge ✓
09/26/2001	Entry of Appearance on behalf of the Defendants. Filed by s/Jeffrey S. DuBois, Esq. Cert of Svc no cc No Judge ✓
10/12/2001	Answer to Plaintiff's Complaint, New Matter and Counterclaim, filed by Atty. DuBois 3 Cert. to Atty. DuBois No Judge ✓
11/09/2001	Answer to New Matter; Answer to Counterclaim and New Matter. Filed by s/David J. Hopkins, Esq. no cc No Judge ✓
03/07/2002	Notice of Service of Interrogatories and Request for Production of Documents Directed to Plaintiff filed by Atty. DuBois. No CC No Judge ✓
12/12/2003	Certificate of Readiness, filed by Atty. Hopkin no cert. copy to C/A No Judge ✓
12/24/2003	Objection To Filing Of Certificate of Readiness. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Readiness 3 cc to Atty DuBois Paul E. Cherry ✓
12/29/2003	ORDER, AND NOW, this 29th day of December, 2003, Hearing on Defendants Objection to Filing Certificate of Readiness is scheduled for the 6th day of January, 2004, 10:30 a.m. by the Court, s/JKR,JR.,P.J. 3 cc to Atty DuBois Paul E. Cherry ✓
01/07/2004	ORDER, AND NOW, this 6th day of January, 2004, Objection to Filing of Certificate of Readiness is GRANTED and this matter shall be continued to the next Civil Call scheduled for April 1,2004. It is the further Order of this Court that all discovery shall be completed by and no later than April 1, 2004. by the Court, s/PEC, J. 2 cc Atty Hopkins 2 cc Atty Dubois Paul E. Cherry ✓
02/10/2004	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 Of SCOTT C. KRISE. Filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 1 cc to Atty Paul E. Cherry ✓
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of ROBERT V. GLASS, III. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Service 1 cc to Atty Paul E. Cherry ✓
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of BRUCE HIXON. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Service 1 cc to Atty Paul E. Cherry ✓
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of RODNEY J. CHIODO. filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 1 cc to Atty Paul E. Cherry ✓
04/12/2004	Certificate of Service, Pre-Trial Memorandum filed on behalf of Plaintiff upon Jeffrey S. DuBois, Esquire filed by, s/David J. Hopkins, Esquire no cc Paul E. Cherry ✓
04/21/2004	ORDER, AND NOW, this 21st day of April, 2004, re: Pre-Trial Conference. by the Court, s/PEC, J. cc to Hopkins & DuBois Paul E. Cherry ✓
05/12/2004	Motion In Limine. filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 2 cc to Attorney Paul E. Cherry ✓
	ORDER, AND NOW, the 12th day of May, 2004, re: Defendants Motion In Liminie Hearing scheduled for the 1st day of June, 2004, at 2:00 p.m. in Courtroom No. 2. by the Court, s/PEC, J. 3 cc Atty DuBois Paul E. Cherry ✓

**THE HONORABLE PAUL E. CHERRY, PRESIDING**

**WEDNESDAY, AUGUST 18, 2004 CONT.:**

2:00 CHILDREN & YOUTH SERVICES  
Dependency Hearing

Cynthia B. Stewart, Esquire  
Daniel C. Bell, Esquire

Date: 12/01/2004

**Clearfield County Court of Common Pleas**

User: BANDERSON

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ROA Report

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Case: 2001-01430-CD

Current Judge: Paul E. Cherry

Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.

Civil Other

Date	Judge
06/14/2004	Order, AND NOW, this 11th day of June, 2004, following argument on the Motion in Limine filed on behalf of Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., it is the Order of the Court that said motion be and is hereby granted. The maximum damages plaintiffs may argue at trial in the form of royalty fees shall be Ten Thousand (\$10,000.00) Dollars. BY THE COURT: /s/Paul E. Cherry, Judge One CC Atty Hopkins, DuBois
06/17/2004	Jury Verdict Slip Question 1: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc. breached their contract with Hidden Valley Outdoors, Inc....Yes Question 2: State the damages, if any, sustained by the Plaintiff, Hidden Valley Outdoors, Inc., as a result of the breach of contract by Lynch Worldwide, LLC and M.L. Lynch, Esq.... \$10,000.00 Question 3: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., are obligated to pay Hidden Valley Outdoor, Inc. interest at the rate of 1.5% per month on the amount of damages?....Yes Question 4: Do you find that Hidden Valley Outdoors, Inc. is entitled to attorney's fees?....Yes....If yes, state the amount of attorney's fees Hidden Valley Outdoors, Inc. is entitled to....\$9,441.75 Question 5: Do you find the Plaintiff, Hidden Valley Outdoors, Inc., breached their contract with Lynch Worldwide, LLC and M.L. Lynch, Inc.?....No Dated 6/16/04 s/Dennis Owens, Foreperson Members of the Jury, Verdict: \$10,000.00 plus 1.5% per month plus \$9,441.75 attorneys fees. Foreperson s/Dennis Owens
06/22/2004	Motion to Set Interest Damages Pursuant to Question 3 of the Jury Verdict, filed by s/David J. Hopkins, Esq. One CC Attorney Hopkins Order AND NOW, this matter having come before the Court this 22nd day of June, 2004; and the Court having requested the Motion of the Plaintiff; and for good cause shown; It is hereby Ordered and Adjudged as follows: 1. The interest damages for the period July 1, 2000 through July 1, 2004 shall be \$7,200.00 2. Interest shall continue to accrue at the rate of 1.5% per month until paid. S/PEC 1 CC Atty. Heltzel
07/08/2004	Motion to Modify Interest, filed by s/Jeffrey S. DuBois, Esq. Two CC Attorney DuBois
07/12/2004	Order, AND NOW, this 12th day of July, 2004, in consideration of Defendants' Motion to Modify Interest. It is hereby ordered and decreed that a hearing be scheduled for the 28 day of July, 2004, at 10:00 a.m. in Courtroom No. 2. BY THE COURT: /s/Paul E. Cherry, Judge Three CC Attorney DuBois
07/23/2004	Answer to Motion to Modify Interest and Counterclaim, filed by s/David J. Hopkins, Esq. No CC
07/27/2004	ORDER, AND NOW, this 26th day of July, 2004, in consideration of Plaintiff's Answer to Defendant's Motion to Modify Interest and Counterclaim for attorney fees, it is hereby Ordered and Decreed that a hearing be scheduled for the 28th day of July, 2004 at 10:00 A.M. in Courtroom No. 2. of the Clearfield County Courthouse, Clearfield, Pennsylvania. By the court Paul E. Cherry. One cc Atty Hopkins

**THE HONORABLE PAUL E. CHERRY, PRESIDING**

**WEDNESDAY, AUGUST 18, 2004:**

9:00	PETITION TO ADOPT OC No. 2896	John A. Sobel, IV, Esquire
 <b><u>CIVIL PRE-TRIAL CONFERENCES</u></b>		
10:00	MERRILL JONES and RUTH JONES, his wife, and JONES AUTO SALVAGE, a/k/a JONES SALVAGE vs. MICHAEL TREJO No. 02-1456-CD Non-Jury	Girard Kasubick, Esquire
		Philip L. Zulli, Esquire
10:30	SHANNON D. ALLEN vs. JOHN A. HARTZFIELD No. 04-67-CD Jury	Geoffrey S. Casher, Esquire
		Matthew B. Taladay, Esquire
11:00	ROBERT D. HOLLAND vs. FRED DIEHL MOTORS, INC., and GENERAL MOTORS CORPORATION and STEVEN GERALD O'GARA	Joseph Colavecchi, Esquire and John Sughrue, Esquire
		Jeffrey A. Ramaley, Esquire
		Timothy S. Coon, Esquire
	STEVEN GERALD O'GARA vs. FRED DIEHL MOTORS, INC., and GENERAL MOTORS CORPORATION No. 00-905-CD Jury	R. Denning Gearhart, Esquire
		Jeffrey A. Ramaley, Esquire
		Timothy S. Coon, Esquire
11:30	SHELLY REED, t/d/b/a WALLACETON HARDWOODS vs. SPENCER VENEER No. 03-872-CD Jury	Joseph Colavecchi, Esquire
		Michael D. Reed, Esquire

Cont.

Date: 12/01/2004

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 10:42 AM

ROA Report

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Case: 2001-01430-CD

Current Judge: Paul E. Cherry

Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.

**Civil Other**

Date	Judge
07/30/2004	ORDER filed. 2 Cert. to Atty's Hopkins & DuBois NOW, this 28th day of July, 2004, RE: Motion to Modify Interest.
08/06/2004	Filing: Judgment Paid by: Hopkins, David J. (attorney for Hidden Valley Outdoors, Inc.) Receipt number: 1884153 Dated: 08/06/2004 Amount: \$20.00 (Check) Judgment entered in against Lynch Worldwide, LLC and M. L. Lynch, Inc. in the amount of \$26,241.75 Notice to Atty. DuBois for Defendants. Statement to Atty. Hopkins.
10/21/2004	Motion to Compel, filed by s/David J. Hopkins, Esq. No CC
10/22/2004	Order AND NOW, this 22nd day of Oct. 2004, upon consideration of the within Motion to Compel it is hereby ORDERED and ADJUDGED, Def. respond to the Post Judgment Interrogatories within 10 days from the date of this Order or suffer such sanctions as this Court may deem appropriate and Def. shall pay Plff. \$280.00. S/PEC 1 CC to Atty. Hopkins.
10/26/2004	Defendant's Response to Plaintiff's Motion to Compel, filed by s/ Jeffrey S. Paul E. Cherry DuBois Esquire. No CC Certificate of Service, Oct. 25, 2004 1st class mail to: David J. Hopkins, Esquire
11/05/2004	Order, AND NOW, this 4th day of November, 2004, in consideration of Defendants Response to Plaintiff's Motion to Compel, IT IS HEREBY ORDERED AND DECREED, that a Hearing be scheduled in this matter for the 10th day of December, 2004, at 11:00 a.m. at the Clfd Co. Courthouse. BY THE COURT: /s/ Paul E. Cherry, Judge. 3 CC Atty DuBois

**THE HONORABLE PAUL E. CHERRY, PRESIDING**

**TUESDAY, AUGUST 17, 2004:**

9:00 ENFORCEMENT COURT See List

10:30 SUPPORT COURT See List

1:30 SUPPORT COURT See List

2:30 ENFORCEMENT COURT See List

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs.

No. 01-1430-CD

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendant

Type of Pleading: Complaint

Filed on behalf of: Hidden Valley  
Outdoors, Inc., Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE

Attorney at Law  
Supreme Court No. 42519  
900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

AUG 31 2001

William A. Derry  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No.  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**NOTICE**

TO: DEFENDANT

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

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

Office of the Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
LYNCH WORLDWIDE, LLC and	:	
M. L. LYNCH, INC.,	:	
Defendants	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, Hidden Valley Outdoors, Inc. by and through its attorneys, The Hopkins Law Firm, and says as follows:

**COUNT I**

1. Plaintiff is Hidden Valley Outdoors, Inc. who maintains a principal address at 998 Treasure Lake, DuBois, Pennsylvania 15868.

2. Defendant M. L. Lynch, Inc. is a corporation believed to be organized under the laws of the State of Georgia maintaining a principal business address at 500 West Jefferson Street, Thomasville, Georgia 31792.

3. Defendant M. L. Lynch Worldwide, LLC is believed to be a limited liability company organized under the laws of the State of Georgia, maintaining a principal business address at 500 West Jefferson Street, Thomasville, Georgia 31792.

4. On or about January 7, 2000, Plaintiff and Defendants entered into a contract in which Plaintiff agreed to sell and Defendants agreed to purchase 36,000 inflatable turkey decoys pursuant to the terms of the contract. A copy of the contract is attached as Exhibit "A" and incorporated as if set forth at length.

5.     Venue is proper in Clearfield County inasmuch as the parties agreed that exclusive jurisdiction shall be by the state court sitting in the County of Clearfield, Commonwealth of Pennsylvania.

6.     Paragraph 3 of the contract states:

Licensing Fees. In addition to the purchase price for the decoys, Buyer shall pay Seller a licensing fee which shall be the greater of Ten Thousand (\$10,000.00) Dollars per year or equal to six (6%) percent of the Buyer's lowest wholesale price per decoy which Buyer sells, Buyer's lowest wholesale price for decoys shall not be less than \$9.69 per decoy unless expressly authorized in writing by the Seller. Payment shall be due quarterly within thirty (30) days from the end of March, June, September and December. A copy of Buyer's sales records shall be sent to Seller each quarter with payment.

7.     Defendants are indebted to Plaintiff in the minimum amount of \$10,000.00 for the years 2000, 2001 and 2002 for a total of not less \$30,000.00.

8.     Plaintiff has made demand upon Defendants for the year 2000 and 2001 payment which Defendant has refused to tender.

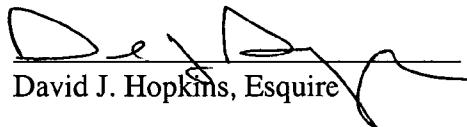
9.     The actions of the Defendant constitute breach of contract entitling Plaintiff to an award of compensatory damages in the amount of \$20,000.00 through 2001 and \$30,000.00 through 2002.

WHEREFORE, Plaintiff demands judgment against Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc., jointly and severally, in an amount not less than \$30,000.00 together with pre judgment interest, post judgment interest, cost of suit, attorney fees as set forth in the contract and such other and further relief as the Court deems fair, just and equitable.

**TRIAL BY JURY**

Plaintiff demands a trial by twelve (12) jurors.

Respectfully submitted,

  
David J. Hopkins, Esquire

**VERIFICATION**

We hereby verify that the statements made in this pleading are true and correct.

We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Hidden Valley Outdoors, Inc.

By: Scott C. Kyer

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JAN. 7, 2000 1:44PM C/G TECH/QC/ENG/G

M. L. LYNCH, INC.

001/004

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P.2/5

CONTRACT

THIS CONTRACT is made at DuBois, Pennsylvania, on January 7, 2000 by and between M. L. Lynch, Inc. and M. L. Lynch Worldwide, Thomasville, Georgia (hereinafter "Buyer"), and Hidden Valley Outdoors, Inc., Box 2471, Gardner Hill Road, Weedville, Pennsylvania 15868 (hereinafter "Seller");

WHEREAS, Seller is in the business of producing inflatable turkey decoys and Buyer is in the business of selling inflatable turkey decoys supplies.

WHEREAS, Seller has agreed to sell and Buyer has agreed to purchase 36,000 inflatable turkey decoys as per Buyer's Purchase Order #0020 upon the terms set forth herein.

THEREFORE, in consideration of the mutual promises and conditions contained in this contract, the parties agree as follows:

1. Decoys. Seller shall sell and Buyer shall purchase the following inflatable turkey decoys at the price set forth below:

- a. 12,000 alert hens - \$7.00 per decoy;
- b. 12,000 feeding hens - \$7.00 per decoy;
- c. 12,000 jakes - \$7.30 per decoy.

During each remaining year of the contract, should Buyer be able to generate a cost savings in the production of decoys by recommending a new manufacturer, fifty (50%) percent of the savings will be passed onto the Buyer as a reduction on the purchase price of each product as stated in paragraph #1. Quality must be equal to or better than existing product to move production to a new manufacturer as provided by Buyer.

All other business issues concerning product will remain the same.

2. Shipping. Seller shall have the decoys delivered to Buyer on or before January 31, 2000, at Thomasville, Georgia or to such other location as Buyer shall direct in writing. Seller shall pay for shipping to Thomasville, Georgia. In the event, Buyer directs shipment to another location, Buyer shall be responsible for the increased shipping costs.

3. Licensing Fee. In addition to the purchase price for the decoys, Buyer shall pay Seller a licensing fee which shall be the greater of Ten Thousand (\$10,000.00) Dollars per year or equal to six (6%) percent of the Buyer's lowest wholesale price per decoy which Buyer sells. Buyer's lowest wholesale price for decoys shall not be less than \$9.69 per decoy unless expressly authorized in writing by the Seller. Payment shall be due quarterly within thirty (30) days from the end of March, June, September and December. A copy of Buyer's sales records shall be sent to Seller each quarter with payment.

4. Payment Terms. Buyer shall pay to Seller twenty-five (25%) percent of the purchase price upon contract signing by Seller. The remaining purchase price shall be paid as follows: fifty (50%) percent within thirty (30) days from Buyer's receipt of Seller's complete shipment; the remaining twenty-five (25%) percent will be paid within ninety (90) days from Buyer's receipt of Seller's complete shipment.

5. Sole Distributor. Seller agrees that Buyer shall be Seller's only distributor of private label inflatable turkey decoys set forth above and this agreement shall be the only private label agreement into which Seller enters.

6. Price Guarantee. Seller guarantees it will not sell decoys for less than one (\$1.00) dollar more including all discounts than the lowest price which Buyer sells the decoys. Buyer shall provide Seller with Buyer's pricing schedule including the lowest price that Buyer has sold a decoy.

7. Patent. Seller shall indemnify and hold Buyer harmless against all damages, costs and expenses finally awarded against Buyer based on any and all claims, actions or liability for Patent or Copyright infringement arising from Buyer lawful and proper exercise of its rights under this Agreement. In the event, that Buyer is charged by any person or entity with Patent or Copyright infringement, Buyer agrees to properly notify Seller and to fully cooperate

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M. L. LYNCH, INC.

0002/004

NO. 730

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in asserting a defense. Buyer agrees that Seller shall have full control of any and all such litigation. Nothing in this Agreement shall serve to create any obligation on the part of Seller or any liability for any claim or wrongdoing in regard to matters other than claims of Patent or Copyright Infringement in connection with the exercise of rights under this Agreement.

In the event legal action is taken against the Buyer or Seller which would prevent Buyer from selling inflatable turkey decoys, Seller will reimburse Buyer one Hundred (100%) percent for all unsold decoys. If decoys must be returned to Buyer from Buyer customers all returned decoys will also be refunded at one hundred (100%) percent of cost plus expenses for freight and handling. All reimbursements will be paid within thirty (30) days after Seller receives in writing all associated paperwork from Buyer listing the number of units in inventory or the number of units returned from customer.

When the patent is issued to Seller, Seller within thirty (30) days, will provide Buyer a written course of action that will be taken to eliminate any existing known Patent infringements. This will be accomplished to promote the Sole Distributor Agreement and intent of the contract.

8. Inspection on Arrival. The Buyer shall inspect the goods immediately on their arrival and shall within five (5) working days of their arrival give written notice to the Seller of any claim that the goods do not conform with the terms of the contract. If the Buyer shall fail to give such notice, the goods shall be deemed to conform to the terms of the contract, and the Buyer shall be bound to accept and pay for the goods in accordance with the terms of the contract.

9. Rejection of Part of Shipment. All shipments will be accepted in whole by Buyer and claims with respect to defects in part of a shipment will be made to Seller and will not be asserted as a basis for rejection of a shipment.

10. Breach by Buyer. If the Buyer shall fail to perform any of its material obligations hereunder, including without limitation, prompt payment, then in addition to all other remedies Seller may have, Seller may terminate this contract upon written notice to Buyer specifying the Seller's failure, all without prejudice to any right to damages for breach of contract or to any other right arising from such breach.

11. Revision by Seller. The Seller shall have the right, upon notice to the Buyer at any time, to revise the stated credit terms or to withhold deliveries if the Seller in his sole discretion deems such action necessary or advisable to protect his interests.

12. Buyer's Risk. The Seller shall, at its own expense, deliver all goods to the Buyer at the Buyer's place of business and bear the risk of any loss, deterioration, or damage.

13. Severability of Shipments--Separate Breach. Each instalment of goods deliverable under this contract shall be deemed to be sold under a separate contract. In the event of default in any such delivery, the party in default shall be liable for damages only. The other party shall have no right, in such event, to repudiate the contract or to enforce delivery of any such instalment after the appointed time.

14. Force Majeure—Broad. The Seller shall not be responsible for delay, nondelivery or default in shipment in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nondelivery or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessel carrying goods, or from loss or damage in transit, or detention or delay of vessel, resulting directly or indirectly from an act of God, perils of the sea, stoppage of labor, shortage of cars, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage of the manufacture or transit of goods beyond the Seller's control, and in no case shall the Seller be responsible after delivery of goods in good order and condition to the carrier or carriers at any point of shipment.

15. Right to Prorate. In the event that the Seller is prevented by any contingency beyond its control from supplying the full quantities of material or materials that it is at such times required under contracts to supply to its customers, the Seller shall have the right to prorate the quantity deliverable under this agreement and the quantities deliverable under such contracts, and as so prorated this agreement shall be binding upon the Seller and the Buyer.

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M. L. LYNCH, INC.

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**16. Nonpayment.** A default shall include a failure to make payment of any amounts when due under this Agreement and such failure continues for a period of ten (10) days after written notice from the nonbreaching party. In the event default continues, interest shall at the rate of 1.5% per month calculated daily commencing from the original due date. If legal action is instituted, the defaulting party shall pay the non-defaulting party's attorney fees (at the prevailing legal rate in the area) and costs of suit and such other expenses as are necessary to collect the monies due from the defaulting party.

**17. Breach of Covenant.** A default shall include a failure to perform or keep any other promise, undertaking or covenant to be performed by the breaching party under this agreement and such failure continues for a period of five (5) days after written notice from the nonbreaching party.

**18. General.** Upon the occurrence of an event of default, the nonbreaching party shall be entitled to exercise any or all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of a remedy shall be deemed an election to forgo any other remedy and any failure to pursue a remedy shall not prevent, restrict or otherwise modify its exercise subsequently.

**19. Repair or Replace.** If any of the goods sold under this agreement are discovered to be defective in materials, workmanship or design, the Seller shall, either repair or replace the same at the Seller's expense. The foregoing shall be the Buyer's sole and exclusive remedy for any breach of warranty by the Seller. However, due to the sensitive cyclical product, should Buyer not be able to deliver product due to expired delivery dates, Buyer may at its option demand a refund for all units that cannot be repaired to market acceptance or repaired in due time for delivery.

**20. Survival of Remedies.** All rights and remedies of the nonbreaching party at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this agreement, whether for breach or in accordance with its terms, and the same shall not be waived or barred as a result thereof.

**21. Prohibited Assignment.** Neither party to this agreement may assign its rights or delegate its duties without the express prior written consent of the other party.

**22. Amendment/Waiver.** This agreement shall not be amended or modified or any of its provisions waived, unless in writing and signed by the duly authorized representatives of both parties, and any purported oral amendment, modification or waiver, including without limitation, with respect to the provisions of this sentence, shall be void and of no force or effect. Any such written waiver shall apply only to the provision waived and shall not apply to any other provision or to any subsequent default or matter within the provision waived.

**23. Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any dispute, controversy or claim arising under or in connection with this agreement or its performance by either party shall be decided exclusively by and in the state court sitting in the County of Clearfield, Commonwealth of Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the state court of the County of Clearfield, Commonwealth of Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in this agreement. Each party waives any objection to the personal jurisdiction of such courts and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

**24. Non-Compete.** For three (3) years after contract termination, Buyer will not directly or indirectly, within the continental United States enter into or engage generally in direct or indirect competition with the Seller,

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M. L. LYNCH, INC.

004/004

NO. 730

P.5/9

including but not limited to, the production of inflatable wildlife turkeys, neither as an individual entity nor as a partner nor joint venturer, nor as an agent for any person, nor as an officer, director, nor shareholder of any corporation, nor otherwise. This covenant on the part of the Buyer shall be construed as an agreement independent of any other provision of this contract; and the existence of any claim or cause of action of Buyer against Seller, whether predicated on this contract or otherwise, shall not constitute a defense to the enforcement by Seller of this covenant. Notwithstanding any statute or rule to the contrary, Seller is authorized to enforce the provisions of this agreement in a court of competent jurisdiction by obtaining a temporary and then permanent injunction against Buyer's activity that shall halt the activity in addition to other remedies available to Seller.

**25. Contract Length.** This contract shall remain in effect through December 31, 2001. Buyer shall have the option to renew for an additional three (3) years period so long as all obligations have been satisfied during the original two (2) year period. Should Buyer not desire to renew, Buyer will notify Seller in writing at least ninety (90) days prior to the expiration date of the original term.

**26. Section Headings.** The Section headings used in this Agreement are for convenience only and in no way alter, modify, amend, limit or restrict the obligations of the parties.

Attest:

By: Robert Stoen

Hidden Valley Outdoors, Inc.

By: Robert J. Lynch

Attest:

By: Robert Stoen

M. L. Lynch, Inc.

By: Robert J. Lynch

Attest:

By: Robert Stoen

M. L. Lynch Worldwide

By: Robert J. Lynch

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William A.  
Friedberg

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

HIDDEN VALLEY OUTDOORS,  
INC., :  
Plaintiff : No. 01-1430-CD  
vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC., : **ENTRY OF APPEARANCE**  
Defendants :  
Filed on Behalf of:  
DEFENDANTS  
Counsel of Record for this Party:  
Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED**

SEP 2 2001

William A. Shaw  
Notary

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

HIDDEN VALLEY OUTDOORS, :  
INC., :  
Plaintiff :  
vs. : No. 01-1430-CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
.

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendants, LYNCH  
WORLDWIDE, LLC and M. L. LYNCH, INC.



---

Jeffrey S. DuBois  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 25<sup>th</sup> day of Sep,  
2001, I mailed by first class mail, postage prepaid, a true copy of the  
Entry of Appearance to the following:

David J. Hopkins, Esq.  
900 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

**FILED**

SEP 26 2001

WILLIAM A. SHAW  
Prothonotary  
SAC

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

HIDDEN VALLEY OUTDOORS,  
INC.,

Plaintiff

vs.

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendants

No. 01-1430-CD

Type of Pleading:

**ANSWER TO PLAINTIFF'S  
COMPLAINT, NEW MATTER  
AND COUNTERCLAIM**

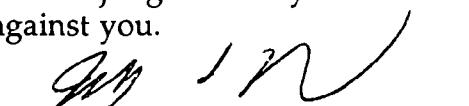
Filed on Behalf of:

**DEFENDANTS**

Counsel of Record for this Party:

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Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

You are hereby notified to plead  
to the within pleading within  
twenty (20) days hereof or a  
default judgment may be entered  
against you.

  
Jeffrey S. DuBois  
Attorney for Defendant

**FILED**

OCT 12 2001

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 01-1430-CD
	:	
LYNCH WORLDWIDE, LLC and	:	
M. L. LYNCH, INC.,	:	
Defendants	:	

**DEFENDANTS' ANSWER**  
**NEW MATTER AND COUNTERCLAIM**

AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC, and M. L. LYNCH, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Plaintiff's Complaint and in support thereof avers the following:

**COUNT I**

1. Admitted.

2. Admitted.

3. Admitted.

4. It is admitted that after numerous discussions and revisions among the parties, Plaintiff and Defendants entered into a contract, together with amendments, letters of agreement and understanding, where among other terms, Plaintiff agreed to sell and Defendants agreed to purchase 36,000 inflatable turkey decoys. Additionally, one of the key terms to which the parties agreed to is that Plaintiff would take steps to enforce its patent so as to enable Defendants to resell the

turkey decoys. A copy of said agreement is attached hereto and made a part hereof as Exhibit "A".

5. Admitted.

6. Admitted. By way of further answer, there are 25 additional paragraphs to the contract, together with amendments and understanding to said contract agreed to by the parties, containing numerous duties and responsibilities applicable to each party. One such duty and responsibility applicable to Plaintiff was that Plaintiff was to enforce its patent against all other competitors so as to allow Defendants to resell the turkey decoys.

7. Denied. It is specifically denied that Defendants are indebted to Plaintiff for any monies as Plaintiff has failed to abide by the terms set forth in the contract and as further set forth in the New Matter herein.

8. It is admitted Defendants have refused to tender any monies to Plaintiff, but Defendants are within the right to refuse the same as Plaintiff has failed to honor their terms of the contract.

9. Denied. It is denied any action to the Defendants constitutes breach of the contract entitling Plaintiff to any damages and on the contrary Plaintiff has breached said contract and damages are entitled to Defendants as set forth in the Counterclaim herein.

WHEREFORE, Defendants respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

**NEW MATTER**

10. Paragraphs 1 through 9 inclusive are incorporated herein by reference.

11. As set forth in the parties' contract, seller was to have a patent for the inflatable turkey decoys so as to allow buyer the unobstructed access to resell said decoys.

12. Contrary to seller's promises, Plaintiff has failed to take the necessary steps to enforce its patent to the detriment of Defendants, as Defendants are unable to resell the turkey decoys.

13. As a consequence of Plaintiff's failure to perform their duties and responsibilities, Defendants have been the subject of a number of competitors of similar turkey decoys, of which Plaintiff assured Defendants that no competitors would exist, which has prevented Defendants from the ability of reselling said decoys.

14. Plaintiff's failure to take the necessary steps to enforce its patent for the turkey decoys and to prevent competitors from selling similar decoys, is a breach of contract by Plaintiff and consequently negates any responsibility Defendants have under the terms of the contract.

15. As a consequence to the above, Defendants have not been able to resell the decoys as set forth in the contract and therefore, Defendants are not responsible for any licensing fees to Plaintiff.

**COUNTERCLAIM**

16. Paragraphs 1 through 15 inclusive are incorporated herein by reference.

17. Defendant, LYNCH WORLDWIDE, LLC, is a limited liability company with an office address of 500 West Jefferson Street, Thomasville, Georgia, 31792.

18. Defendant, M. L. LYNCH, INC., is a corporation with an office address of 500 West Jefferson Street, Thomasville, Georgia, 31792.

19. Plaintiff, HIDDEN VALLEY OUTDOORS, INC., is a corporation with an office address of 998 Treasure Lake, DuBois, Pennsylvania, 15801.

20. As a result of Plaintiff's breach of said contract, Defendant has incurred expenses as follows:

(a) Fifteen Thousand Four Hundred and 00/100 (\$15,400.00) Dollars, representing the difference between the purchase price Defendants paid Plaintiff for the turkey decoys and the amount in which Defendants can resell said turkey decoys because of their low value as a result of the numerous competitors;

(b) Twenty-four Thousand and 00/100 (\$24,000.00) Dollars spent in advertising by Defendants in promoting the turkey decoys which, because of Plaintiff's failure to enforce its patent, has resulted in no sales by Defendants above its costs; and

(c) Five Thousand and 00/100 (\$5,000.00) Dollars in attorney's fees in negotiating the terms of the contract with Plaintiff.

WHEREFORE, Defendants respectfully requests this Honorable Court to award judgment in its favor and against Plaintiff in the amount of Forty-four Thousand and 00/100 (\$44,400.00) Dollars, together with costs and attorney's fees.



---

Jeffrey S. DuBois  
Attorney for Defendants

**VERIFICATION**

I, JEFFREY S. DUBOIS, hereby verify that the statements contained in the foregoing ANSWER TO PLAINTIFF'S COMPLAINT, NEW MATTER AND COUNTERCLAIM are correct to the best of my personal knowledge or information and belief.

At the time of the signing of this Verification, Defendants were out of the jurisdiction and unavailable. The undersigned has sufficient knowledge to sign this Verification as I am counsel for Defendants and possess a detailed knowledge of the case.

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



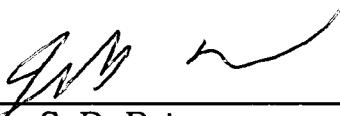
---

Jeffrey S. DuBois  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 12<sup>th</sup> day of Oct,  
2001, I mailed by first class mail, postage prepaid, a true copy of the  
Defendants' Answer, New Matter and Counterclaim to the following:

David J. Hopkins, Esq.  
900 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

AUG 18 00 09:09p

Krise Kustom Programming

18143752227

P. 3

FROM : FLOWERS INVESTMENTS

AUG. 18. 2000 12:09PM P 2  
PHONE NO. : 912 228 6103

**M. L. Lynch Co., Inc**  
**Lynch World Wide, LLC**

500 West Jefferson Street  
 Thomasville, GA 31792  
 Phone: (912) 228-5019  
 Fax: (912) 228-0529

## Letter of Agreement and Understanding

Effective August 17, 2000, M. L. Lynch Co., Inc. and Lynch World Wide, LLC, have reached an agreement with Hidden Valley Outdoors, Inc. in respect to the marketing of the inflatable turkey decoys. These new terms and conditions once signed by all parties will become the essence of the contract between M. L. Lynch Co., Inc., Lynch World Wide, LLC and Hidden Valley Outdoors, Inc.

The following line items will be incorporated into the contract as agreed:

### 1. Cease and Desist

When the Patent is issued, a Cease and Desist will be executed and delivered to all known parties with potential Patent infringements. As of today, Sceery Game Calls and the provider of the Cherokee Decoy are the only two known potential infringements. Following the Cease and Desist, other action needed will be taken by Hidden Valley Outdoors, Inc.

### 2. Contract Length

The new term of the contract will be for two (2) years with a two (2) year option granted to M. L. Lynch Co., Inc. and Lynch World Wide, LLC. All other terms and conditions of the contract must be met to continue in the option period.

### 3. Cabela's

Cabela's will be a named account of Hidden Valley Outdoors, Inc. M. L. Lynch Co., Inc. and Lynch World Wide, LLC. will provide as an attachment, named accounts to be called upon by M. L. Lynch Co., Inc.

### 4. Minimum Requirements

Each year a minimum of 5,000 decoys must be sold to renew the contract.

### 5. Sales Cooperation

It will be agreed that Hidden Valley Outdoors, Inc. will work with M. L. Lynch Co., Inc. to promote cooperation and coordination so as not to call on the same customers in an attempt to market the decoys.

### 6. Selling Price

The selling price to be used by Hidden Valley Outdoors, Inc. will be the published pricing of M. L. Lynch Co., Inc. Consistent pricing will be maintained between both parties at all times.

### 7. Royalty

Royalty will be calculated based upon the differences between the M. L. Lynch Co., Inc. landed cost into Thomasville Georgia and a base price of \$5.00. Should M. L. Lynch Co., Inc. land product at \$2.00, a \$3.00 royalty will be provided. Should M. L. Lynch Co., Inc. land product above the \$2.00 mark, the difference will be prorated between both parties. By way of example, should M. L. Lynch Co., Inc. land product at \$2.20, the \$0.20 above \$2.00 will be shared and Hidden Valley Outdoors Inc. will be provided a royalty of \$2.90 per decoy. For the Jake

AUG 18 2000 09:09p

Krise Kustom Programming

18143752227

P.4

FROM : FLOWERS INVESTMENTS

AUG. 18. 2000 12:10PM P 3  
PHONE NO. : 912 228 6103

Decoy, the base price will be calculated from \$5.15. For the Flock, base price will be calculated from \$14.15 with maximum royalty at \$8.00 per flock.

8. Transfer or Purchase Price by Hidden Valley Outdoors, Inc.

This area will be considered by Hidden Valley Outdoors, Inc. The options are to purchase their own product in addition to M. L. Lynch Co., Inc. order quantities, or purchase from M. L. Lynch Co., Inc. at some predetermined price. This will be resolved NLT 8/21/2000 in order to finalize a contract.

9. Royalty Payment Terms to Hidden Valley Outdoors, Inc.

Royalty revenue will be paid within 30 days of the end of each calendar month based upon receipts from sales less returns and allowances.

10. Samples

M. L. Lynch Co., Inc. may use up to 400 decoys as promotional items with no royalty paid to Hidden Valley Outdoors, Inc.

11. Payment Terms to M. L. Lynch Co., Inc.

Should Hidden Valley Outdoors elect to purchase decoys from M. L. Lynch Co., Inc., invoices will be paid on Net 30-day terms.

12. Contract Termination

Should the contract be terminated, M. L. Lynch Co., Inc. and Lynch World Wide, LLC will be certain all molds, screens and rollers used for the production of decoys are destroyed and certified as such. Should Hidden Valley Outdoors, Inc. desire to purchase the same, arrangements will be made if possible.

Following signature of all parties, evidence of the Notice of Allowance, Patent Application and Opinion Letter from Michael Colitz, Attorney referencing existing patent infringements, the balance of the funds will be wire transferred to Hidden Valley Outdoors Inc.'s financial institution on Monday August 21, 2000.

Attest:

By: John K. Lynch

Hidden Valley Outdoors, Inc.

By: Robby J. Clark

Attest:

By: John Lynch

M. L. Lynch Co., Inc.

By: James Chapman

By: John Lynch

Lynch World Wide, LLC.

By: Mark Lynch

**FILED**

Oct 12 2001

Oct 12 2001  
William A. Shaw  
Prothonotary  
333 - atch 1 Dubois

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

HIDDEN VALLEY OUTDOORS,  
INC.,

Plaintiff

vs.

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendants

No. 01-1430-CD

Type of Pleading:

**ANSWER TO PLAINTIFF'S  
COMPLAINT, NEW MATTER  
AND COUNTERCLAIM**

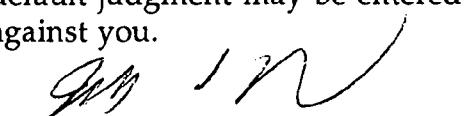
Filed on Behalf of:

DEFENDANTS

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

You are hereby notified to plead  
to the within pleading within  
twenty (20) days hereof or a  
default judgment may be entered  
against you.

  
Jeffrey S. DuBois  
Attorney for Defendant

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

OCT 12 2001

Attest.

  
William L. Ober  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
Plaintiff	:	
vs.	:	No. 01-1430-CD
LYNCH WORLDWIDE, LLC and M. L. LYNCH, INC.,	:	
Defendants	:	

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**NEW MATTER AND COUNTERCLAIM**

AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC, and M. L. LYNCH, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Plaintiff's Complaint and in support thereof avers the following:

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1. Admitted.
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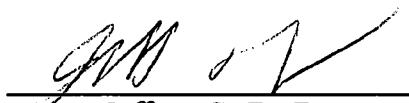
\_\_\_\_\_  
Jeffrey S. DuBois  
Attorney for Defendants

**VERIFICATION**

I, JEFFREY S. DUBOIS, hereby verify that the statements contained in the foregoing ANSWER TO PLAINTIFF'S COMPLAINT, NEW MATTER AND COUNTERCLAIM are correct to the best of my personal knowledge or information and belief.

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Jeffrey S. DuBois  
Attorney for Defendants

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David J. Hopkins, Esq.  
900 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

Aug 18 00 09:09p

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p. 3

FROM : FLOWERS INVESTMENTS

AUG. 18. 2000 12:09PM P 2  
PHONE NO. : 912 228 6103

**M. L. Lynch Co., Inc**  
**Lynch World Wide, LLC**

500 West Jefferson Street  
 Thomasville, GA 31792  
 Phone: (912) 228-5010  
 Fax: (912) 228-0529

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p.4

FROM : FLOWERS INVESTMENTS

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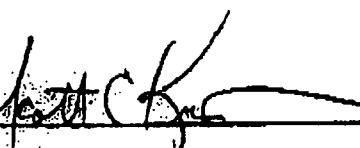
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12. Contract Termination

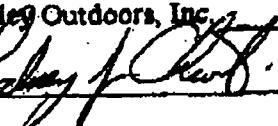
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Following signature of all parties, evidence of the Notice of Allowance, Patent Application and Opinion Letter from Michael Colitz, Attorney referencing existing patent infringements, the balance of the funds will be wire transferred to Hidden Valley Outdoors, Inc.'s financial institution on Monday August 21, 2000.

Attest:

By: 

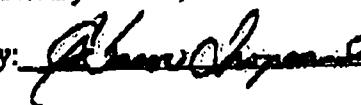
Hidden Valley Outdoors, Inc.

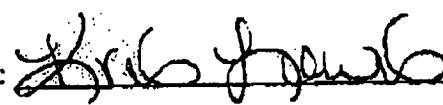
By: 

Attest:

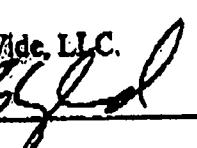
By: 

M. L. Lynch Co., Inc.

By: 

By: 

Lynch World Wide, LLC.

By: 

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430-C.D.  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
: Type of Pleading: Answer to New  
Matter; Answer to Counterclaim and  
New Matter  
: Filed on behalf of: Hidden Valley  
Outdoors, Inc., Plaintiff  
: Counsel of Record for this party:  
: DAVID J. HOPKINS, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 42519  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

NOV 09 2001

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430-C.D.  
:  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**NOTICE**

TO: DEFENDANT

You have been sued in Court. If you wish to defend against the new matter set forth in the following pages, you must take action within twenty (20) days after this filing is served, by filing in writing with the Court your defenses or objections to the claims set forth in the New Matter. 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 Plaintiffs. You may lose money or property or other rights important to you.

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

Office of the Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 01-1430-C.D.
	:	
LYNCH WORLDWIDE, LLC and	:	
M. L. LYNCH, INC.,	:	
Defendants	:	

**ANSWER TO NEW MATTER**  
**ANSWER TO COUNTERCLAIM**  
**NEW MATTER**

AND NOW, comes the Plaintiff, Hidden Valley Outdoors, Inc. by and through its attorneys, The Hopkins Law Firm, and says as follows:

10. No answer is required of this paragraph.

11. Denied. The terms of the contract speak for themselves. The contract did not obligate the seller to have a patent for the inflatable turkey decoys so as to allow a buyer the unobstructed access to resell said decoys. By way of further answer, Plaintiffs did obtain a design patent for its decoys.

12. Denied. Plaintiffs consulted several patent attorneys who determined that other inflatable decoys were not in violation of Plaintiffs' patent.

13. Denied. At all material times, Plaintiffs represented that they were pursuing the right to a design patent. Plaintiffs' design patent application was on file with the United States Patent Office and was available for review by the Defendants. Plaintiffs made no assertions that its decoy would prohibit similar decoys which did not violate the terms of Plaintiffs' patent from being sold on the market.

14. Denied. Plaintiffs consulted several patent attorneys who determined that other inflatable decoys were not in violation of Plaintiffs' patent.

15. Denied. To the best knowledge, information and belief of Plaintiffs, Defendants have been able to resell a significant number of decoys sold by Plaintiffs to Defendants.

WHEREFORE, Plaintiffs respectfully request the Court dismiss Defendants New Matter with prejudice.

**ANSWER TO COUNTER-CLAIM**

16. No answer is required of this paragraph.

17. Admitted.

18. Admitted.

19. Admitted.

20. Denied. For the reasons set forth in Plaintiffs' Complaint and the Answers to Defendants' New Matter, both of which are incorporated herein by reference, Plaintiffs did not breach its contract with Defendants. By way of further answer, each of the allegations set forth in paragraphs 20(a), 20(b) and 20(c) are outside of the information base of Plaintiffs and therefore same are denied and strict proof is demanded at trial. By way of further answer, Plaintiffs deny Defendants have incurred any expenses inasmuch as Plaintiffs did not breach the contract between the parties, but rather the Defendants breached same.

WHEREFORE, Plaintiff/Defendant on the Counterclaim, Hidden Valley Outdoors, Inc. demands judgment dismissing Defendant/Plaintiff on the Counterclaim, Lynch Worldwide, LLC and M. L. Lynch, Inc.'s Counterclaim with prejudice.

**NEW MATTER**

21. Plaintiffs repeat each and every allegation set forth in Plaintiffs' Complaint, Answer to New Matter and Counterclaim as if set forth at length herein.

22. Defendant Lynch Worldwide, LLC and Defendant M. L. Lynch, Inc. (hereinafter collectively known as Lynch) claims are barred by its breach of contract to pay monies to Plaintiffs.

23. Defendant Lynch's claims are barred inasmuch as Plaintiffs have complied with the terms of its contracts with Lynch.

24. Defendant Lynch's claims are barred by its failure to comply with the terms of the parties' contracts.

25. Defendant Lynch's claims are barred by the Doctrine of Estoppel.

26. Defendant Lynch's claims are barred by the Doctrine of Accord and Satisfaction.

27. Defendant Lynch's claims are barred by its failure to ascertain the extent of Hidden Valley Outdoor Inc.'s design patent.

28. Defendant Lynch's claims are barred by its failure to recognize competing decoys in the market place.

WHEREFORE, Plaintiff demands judgment dismissing Defendant's New Matter with prejudice.

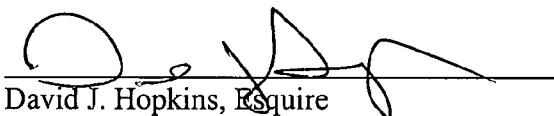
Respectfully submitted,



David J. Hopkins, Esquire

**VERIFICATION**

I, David J. Hopkins, have discussed this case with Plaintiff and to the best of my knowledge, information and belief; I verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



David J. Hopkins, Esquire  
Attorney for Plaintiff

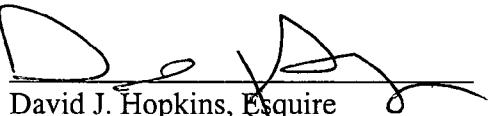
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430-CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, Answer to Counterclaim and New Matter, filed on behalf of Hidden Valley Outdoors, Inc. forwarded on the 6th day of November, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

FILED NO cc  
NOV 15 2001  
09 2001

William A. Shaw  
Prothonotary

*Chase*

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

HIDDEN VALLEY OUTDOORS,  
INC., :  
Plaintiff : No. 01-1430-CD  
vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC., : **NOTICE OF SERVICE**  
Defendants :  
Filed on Behalf of:  
DEFENDANTS  
Counsel of Record for this Party:  
Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

**FILED**

MAR 07 2002

M 1031 NOC  
William A. Shaw  
Prothonotary *jk*

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
Plaintiff	:	
vs.	:	No. 01-1430-CD
LYNCH WORLDWIDE, LLC and	:	
M. L. LYNCH, INC.,	:	
Defendants	:	

**NOTICE OF SERVICE OF INTERROGATORIES  
AND REQUEST FOR PRODUCTION  
OF DOCUMENTS DIRECTED TO PLAINTIFF**

This is to certify that on the 5th day of March, 2002, I mailed an original and two copies of Defendants' Interrogatories Directed to Plaintiff and an original and two copies of Defendants' Request for Production of Documents to Plaintiff, by first class mail, postage prepaid, to:

David J. Hopkins, Esq.  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois  
Attorney for Defendants

FILED

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

DEC 12 2003

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

No. 01-1430 C.D.

DATE PRESENTED December 12, 2003

CASE NUMBER      TYPE TRIAL REQUESTED      ESTIMATED TRIAL TIME

Date Complaint       Jury       Non-Jury  
Filed: August 31, 2001       Arbitration

2 days/hours

PLAINTIFF(S)

HIDDEN VALLEY OUTDOORS, INC.            Check block if a Minor  
DEFENDANT(S)      is a Party to the Case

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.     

ADDITIONAL DEFENDANT(S)

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Plaintiff

August 31, 2001

AMOUNT AT ISSUE      CONSOLIDATION      DATE CONSOLIDATION ORDERED

More than      \$20,000.00      N/A  
&       yes  no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

  
\_\_\_\_\_  
David J. Hopkins, Esquire

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Jeffrey S. DuBois, Esquire

(814) 375-5598

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED  
012:57 PM  
DEC 12 2003  
NOCC  
copy to CIA

William A. Shaw  
Prothonotary/Clerk of Courts

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

CA

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
vs.	:	Type of Pleading:
	:	<b>OBJECTION TO FILING OF CERTIFICATE OF READINESS</b>
LYNCH WORLDWIDE, LLC and	:	
M.L. LYNCH, INC.,	:	Filed on Behalf of:
Defendants	:	DEFENDANTS
	:	Counsel of Record for This Party:
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	190 West Park Avenue, Suite #5
	:	DuBois, PA 15801
	:	(814) 375-5598

**FILED**

**DEC 24 2003**

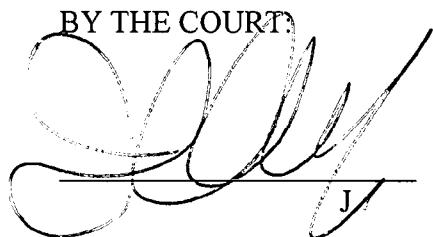
William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
: :  
Vs. : :  
: :  
LYNCH WORLDWIDE, LLC and : :  
M.L. LYNCH, INC., : :  
Defendants : :

**ORDER**

AND NOW, this 29 day of December 2003, upon consideration of the  
Defendants Objection to Filing of Certificate of Readiness, it is hereby **ORDERED** and  
**DECREED** that a hearing in the matter be scheduled for the 6 day of  
January, 2004, at 10:30 A.M., Courtroom 2 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:  
  
J.

**FILED**

DEC 29 2003

William A. Shaw  
Prothonotary

FILED  
09:30 AM 30th Oct 2003  
DEC 29 2003  
EJK

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
: :  
vs. : :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

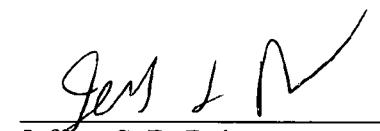
**OBJECTION TO FILING OF CERTIFICATE OF READINESS**

AND NOW, comes the Defendants, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Objection to Filing of Certificate of Readiness, and in support thereof avers the following:

1. Counsel for Plaintiff, on or about December 12, 2003, filed a Certificate of Readiness listing the above case for Trial.
2. However, Discovery is not completed in this case as there are numerous Depositions which are necessary to be conducted before this case can be certified for Trial.
3. Therefore, Counsel for Defendant states that in light of the fact there is numerous Discovery which is yet to be completed, this case is not ready for Trial and any Certificate of Readiness would be premature.

WHEREFORE, the undersigned requests that this case be removed from the Trial list.

Respectfully submitted,



Jeffrey S. DuBois

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD

Vs. :

LYNCH WORLDWIDE, LLC and :

M.L. LYNCH, INC., :

Defendants :

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 23<sup>rd</sup> day of Dec., 2003, I served a true and correct copy of the within Objection to Filing of Certificate of Readiness by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

FILED 3 cc  
DEC 19 2003  
Att'y Dubois  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC. : :

VS. : NO. 01-1430-CD

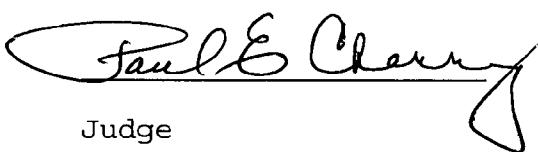
LYNCH WORLDWIDE, LLC, and : :

M.L. LYNCH, INC. : :

O R D E R

AND NOW this 6th day of January, 2004, following argument on Objection to Filing of Certificate of Readiness, it is the ORDER of the Court that said objection is granted and this matter shall be continued to the next Civil Call scheduled for April 1, 2004. It is the further Order of this Court that all discovery shall be completed by and no later than April 1, 2004.

BY THE COURT,

  
Paul E. Cherry

Judge

FILED

JAN 07 2004

William A. Shaw  
Prothonotary Clerk of Courts

FILED

2CC

Ally Hopkins

01353401  
JAN 07 2004

2CC

William A. Gray  
Prothonotary/Clerk of Courts

cc

Ally duBois

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants : **NOTICE OF TAKING  
DEPOSITION ON ORAL  
EXAMINATION UNDER  
RULE 4007.1**  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

**FILED**

FEB 10 2004

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
;

**NOTICE OF TAKING DEPOSITION ON ORAL**  
**EXAMINATION UNDER RULE 4007.1**

TO: Scott C. Krise 9:00 a.m.  
c/o David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

Theresa Cravener, Court Reporter  
R.D. #2 – Box 300  
New Bethlehem, PA 16242

Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of SCOTT C. KRISE, , will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing at 9:00 o'clock a.m.** and at any and all adjournments thereof.

The scope of the deposition will encompass the witness's knowledge of the case. The purpose is to aid in the preparation of this action as well as use at Trial.

Said witness should bring with him to the deposition any and all documents relevant to this legal action.



\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendants

2-6-84

\_\_\_\_\_  
Date

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
LYNCH WORLDWIDE, LLC and	:	
M.L. LYNCH, INC.,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 9<sup>th</sup> day of February 2004, I served a true and correct copy of the within Notice of Deposition by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

FILED

O 1:48 AM 12/10/04  
FEB 10 2004  
SJK

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants : **NOTICE OF TAKING  
DEPOSITION ON ORAL  
EXAMINATION UNDER  
RULE 4007.1**  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

**FILED**

FEB 10 2004

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
LYNCH WORLDWIDE, LLC and	:	
M.L. LYNCH, INC.,	:	
Defendants	:	

**NOTICE OF TAKING DEPOSITION ON ORAL**  
**EXAMINATION UNDER RULE 4007.1**

TO: Robert V. Glass, III                    1:30 p.m.  
c/o David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

Theresa Cravener, Court Reporter  
R.D. #2 – Box 300  
New Bethlehem, PA 16242

Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of ROBERT V. GLASS, III, will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing at 1:30 o'clock p.m.** and at any and all adjournments thereof.

The scope of the deposition will encompass the witness's knowledge of the case. The purpose is to aid in the preparation of this action as well as use at Trial.

Said witness should bring with him to the deposition any and all documents relevant to this legal action.

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendants

2-6-84  
\_\_\_\_\_  
Date

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
: Vs.  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 9<sup>th</sup> day of February 2004, I served a true and correct copy of the within Notice of Deposition by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

FILED

01:48 PM, 10/10/04  
FEB 10 2004  
Supt

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants : **NOTICE OF TAKING  
DEPOSITION ON ORAL  
EXAMINATION UNDER  
RULE 4007.1**  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

**FILED**

FEB 10 2004

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
LYNCH WORLDWIDE, LLC and	:	
M.L. LYNCH, INC.,	:	
Defendants	:	

**NOTICE OF TAKING DEPOSITION ON ORAL  
EXAMINATION UNDER RULE 4007.1**

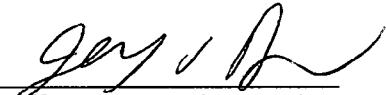
TO:     Bruce Hixon                   3:00 p.m.  
          c/o David J. Hopkins, Esquire  
          900 Beaver Drive  
          DuBois, PA 15801

Theresa Cravener, Court Reporter  
R.D. #2 – Box 300  
New Bethlehem, PA 16242

Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of BRUCE HIXON, will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing at 3:00 o'clock p.m.** and at any and all adjournments thereof.

The scope of the deposition will encompass the witness's knowledge of the case. The purpose is to aid in the preparation of this action as well as use at Trial.

Said witness should bring with him to the deposition any and all documents relevant to this legal action.



Jeffrey S. DuBois, Esquire  
Attorney for Defendants

2-6-04

\_\_\_\_\_  
Date

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
.

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 1<sup>st</sup> day of February 2004, I served a true and correct copy of the within Notice of Deposition by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

**FILED**

O 1,4834 1cc & Atty  
FEB 10 2004 EPL  
KBS

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants : **NOTICE OF TAKING  
DEPOSITION ON ORAL  
EXAMINATION UNDER  
RULE 4007.1**  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

**FILED**

FEB 10 2004

William A. Shaw  
Prothonotary

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**NOTICE OF TAKING DEPOSITION ON ORAL  
EXAMINATION UNDER RULE 4007.1**

TO: Rodney J. Chiodo 11:00 a.m.  
c/o David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

Theresa Cravener, Court Reporter  
R.D. #2 – Box 300  
New Bethlehem, PA 16242

Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of RODNEY J. CHIODO, , will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing at 11:00 o'clock a.m.** and at any and all adjournments thereof.

The scope of the deposition will encompass the witness's knowledge of the case. The purpose is to aid in the preparation of this action as well as use at Trial.

Said witness should bring with him to the deposition any and all documents relevant to this legal action.

  
Jeffrey S. DuBois, Esquire  
Attorney for Defendants

2-8-04  
Date

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

HIDDEN VALLEY OUTDOORS, INC., : No. 01-1430-CD  
Plaintiff :  
: Vs.  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 9<sup>th</sup> day of February 2004, I served a true and correct copy of the within Notice of Deposition by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

FILED

O 1,468 100 to 1000  
FEB 10 2004

William A. Shaw  
Prothonotary

CP

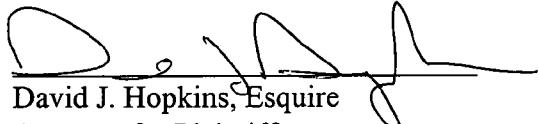
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Pre-Trial Memorandum, filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 8th day of April, 2004, by United States Mail, First Class, postage prepaid, to all counsel of records, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

FILED NO  
04/12/2004  
APR 12 2004  
EAS

William A. Shaw  
Prothonotary, Clerk of Courts

CA

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

HIDDEN VALLEY OUTDOORS, INC. : NO. 01-1430-CD  
:  
V. :  
:  
LYNCH WORLDWIDE, LLC, and :  
M.L. LYNCH, INC. :  
:

**ORDER**

AND NOW, this 21<sup>st</sup> day of April, 2004, following Pre-Trial Conference, it is  
the ORDER of this Court:

1. The deadline for providing any and all outstanding discovery shall be by and no later than thirty (30) days prior to the commencement of trial.
2. Suggested Points for Charge, Motions in Limine and proposed Verdict Slip shall be submitted to the Court by and no later than thirty (30) days from the date of this Order.
3. Jury Selection in this matter is scheduled for April 29, 2004, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
4. Trial in this matter is scheduled for June 16, 17, 2004 at 9:00 A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
5. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,

**FILED**

APR 21 2004

0111551125

William A. Shaw

Prothonotary/Clerk of Courts

SENT TO  
HOPKINS  
+  
DUBOIS

  
PAUL E. CHERRY,  
JUDGE

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
: **MOTION IN LIMINE**  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., : Filed on Behalf of:  
Defendants : DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

**FILED**

MAY 12 2004

William A. Shaw  
Prothonotary

DEPT

NO. 300 S. 1/4

William A. Sharp  
Photographer

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

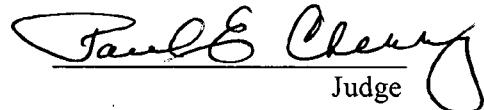
HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
:  
Vs. :  
:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**ORDER**

AND NOW, the 12<sup>th</sup> day of May, 2004, in consideration of Defendants Motion  
in Limine,

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled for the 1  
day of June, 2004, at 10 o'clock P.M. in Courtroom No. 2 of  
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

**FILED**

**MAY 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED 3cc  
MAY 12 2004  
A44g Dubois

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**MOTION IN LIMINE**

AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion in Limine, and in support thereof avers the following:

1. In their Complaint, Plaintiffs allege damages in the form of a "royalty fee" for the years 2000, 2001, and 2002.
2. Plaintiffs further supplement this in their Pre-Trial Statement submitted to the Court by suing for royalty fees in the amount of Thirty Thousand and 00/100 (\$30,000.00) Dollars.
3. Defendants contend no royalty fees are due to Plaintiff, but even assuming for argument sake, the amount of royalty fees should be lowered because the contract had been terminated.
4. As admitted by Plaintiffs, specifically Rodney Chiodo in his Deposition taken under oath, the contract between Plaintiff and Defendant ended in July of 2000. A copy

of the pertinent part of the Deposition is attached hereto and made a part hereof as Exhibit "A".

5. As a consequence, if the contract was terminated, there could be no royalty fee owed for the years 2001 and 2002.

6. Further, as was again admitted by Plaintiffs in their Depositions, in August of 2000, the parties entered into a new contract, replacing the previous contract. A copy of said Deposition transcript is attached hereto and made a part hereof as Exhibit "B".

7. As was admitted by Plaintiffs in their Depositions, and as can be seen from the August contract, there is no provision for royalty fees, and since this contract replaced the other, there could be no royalty fee owed past the year 2000, thus the total amount possible to recover by Plaintiffs would be Ten Thousand and 00/100 (\$10,000.00) Dollars.

8. As a consequence, Plaintiffs claim for royalty fees, at Trial, should be limited to Ten Thousand and 00/100 (\$10,000.00) Dollars for royalty fees, and not Thirty Thousand and 00/100 (\$30,000.00) Dollars.

9. There are no factual disputes to the above, they are clear from the record and being admitted by Plaintiffs, therefore it is not an issue for the Jury, but one that can be determined as a matter of law Defendants are entitled to such a determination.

WHEREFORE, Defendants respectfully request this Honorable Court to set the maximum damages which may be argued by Plaintiffs at Trial in the form of royalty fees of Ten Thousand and 00/100 (\$10,000.00) Dollars.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendants

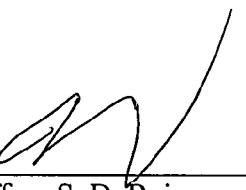
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
:  
Vs. :  
:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 12<sup>th</sup> day of May, 2004, I served a true and correct copy of the within Motion in Limine by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



\_\_\_\_\_  
Jeffrey S. DuBois

1 middle of that second paragraph it states, please  
2 accept this notice of sellers termination of this  
3 contract?

4 A. Uh-huh.

5 Q. So, would you agree that in July of 2000 this  
6 contract was terminated?

7 A. Yes.

8 Q. Okay. Now, that was terminated by you? Again,  
9 when I say you, I mean you as the company.

10 A. Uh-huh.

11 Q. Why was it terminated in July of 2000 only six  
12 months after you signed it?

13       A. Because of Lynch's inability to item number three,  
14           four and six, I believe. Something like, there is  
15           three different items. I have correspondence in  
16           letter, too.

17 Q. I mean, you can either refer to the contract or  
18 just tell me generally why you believe you had to  
19 terminate it.

20 THE WITNESS: Dave, am I allowed to pull  
21 something out of there?

22 MR. HOPKINS: They are his files.

1 you said you had conversations with them right  
2 after that. What were the concerns of Lynch? If  
3 you know, if you had talked to them?

4       A. They said that they had a bad selling year, they  
5           wanted, they needed --- there are different  
6           correspondence. I can't recall everything.

7 Obviously, we could provide that for you. But ---

8 Q. But, generally that they couldn't sell the decoys?

9 A. They were having difficulty in the market place

10 Q. Then you said you did a new amendment or new  
11 agreement?

12 A. Uh-huh.

13      2. Industrial

13 Q. In just general terms, what differed from the new  
14 agreement than the old contract?

15 MR. HOPKINS: If you know, without  
16 reviewing the contract.

17 THE WITNESS: Without reviewing the  
18 contract, I don't know.

19 BY MR. DUBOIS:

20 Q. Were you part of the process in doing the new  
21 amendment?

22 A. Very limited part of the process. Obviously, as a  
23 group we counseled each other, but Scott had a big  
24 play in the agreement

25 Q. I will show you what is called titled letter of

1                   agreement and understanding.

2   A. Uh-huh.

3   Q. It is dated August 17th of 2000.

4   A. Uh-huh.

5   Q. Is this the new agreement that you are talking

6                   about?

7   A. Yes.

8   Q. Okay. If you just want to take a minute to read

9                   it.

10   A. Okay. Obviously, I can answer questions from just

11                   reading when you ask them.

12   Q. Okay. Does that refresh your memory?

13   A. Yeah.

14   Q. Were you involved, you personally, were you

15                   involved in the making of this letter of agreement

16                   and talking in correspondence when letters went

17                   back and forth?

18   A. I would say parts of this contract I was involved

19                   in.

20   Q. Who else would be involved from your company?

21   A. I would say the three of us. It would be Rick and

22                   Scott and myself.

23   Q. Okay now with that in ---

24   A. And obviously, Dave. Legal council.

25   Q. Right. Now, with that in front of you, how did

**FILED**

MAY 12 2004

05/11:35 AM

William A. Shaw  
Prothonotary

2 cc only

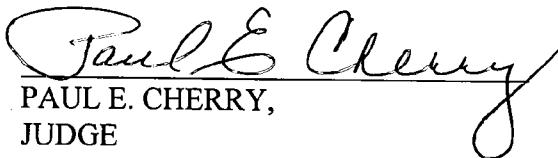
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC. :  
: NO. 01-1430-CD  
V. :  
: LYNCH WORLDWIDE, LLC and  
: M.L. LYNCH, INC. :

**ORDER**

AND NOW, this 11<sup>th</sup> day of June, 2004, following argument on the Motion in Limine filed on behalf of defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., it is the ORDER of this Court that said motion be and is hereby GRANTED. The maximum damages plaintiffs may argue at trial in the form of royalty fees shall be Ten Thousand (\$10,000.00) Dollars.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

FILED

JUN 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

1cc. Atty Hopkins  
12:49 PM  
JFK 14 2004  
1cc Atty duBois

William A. Shaw  
Notary/Clerk of Courts

COURT OF COMMON PLEAS, CLEARFIELD COUNTY  
PENNSYLVANIA

CASE NO. 01-1430-CD

Date of Jury Selection: April 29, 2004

Presiding Judge: Honorable Paul E. Cherry

HIDDEN VALLEY OUTDOORS, INC.

VS

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.

Court Reporter: \_\_\_\_\_

Date of Trial: June 16 & 17, 2004

Date Trial Ended: June 16, 2004

FILED

07/10/2004  
JUN 17 2004

*b6d*  
William A. Shaw  
Prothonotary/Clerk of Courts

MEMBERS OF THE JURY

1. STACEY GUENOT
2. AMANDA HENRY
3. JOSEPH GORDON
4. JUDY DIXON
5. WILLIS KIRKWOOD
6. MARCELLA GEORGE
- ALT #1 LOIS KEIRN

7. WILDA BALL
8. CAROL CARLES *excused*
9. DARREN SKAGGS
10. JAY BRESSLER
11. PRISELLA BLAYLOCK
12. DENNIS OWENS
- ALT #2 JOHN MOORE

PLAINTIFF'S WITNESSES:

1. Robert Stover
2. Scott Bruce
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

DEFENDANT'S WITNESSES:

1. Robert Stover
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

PLAINTIFF'S ATTY: David Hopkins, Esquire

DEFENDANT'S ATTY: Jeffrey DuBois, Esquire

ADDRESS TO JURY: 12:42 PM

ADDRESS TO JURY: 12:34 PM

JUDGE'S ADDRESS TO JURY: 3 PM

JURY OUT: 3:40 JURY IN: 4:30

VERDICT: \$10000. 00 plus 1.5% per month plus  
\$9441. 75 attorney fees

FOREPERSON: Dennis Owens

THE HOPKINS LAW FIRM

David J. Hopkins  
Licensed in PA & NJ  
Masters in Taxation

900 Beaver Drive • DuBois, PA 15801

1  
March 24, 2001  
/

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: [hopkins@penn.com](mailto:hopkins@penn.com)

Lea Ann Heltzel  
Licensed in PA

July 12, 2000

Facsimile: (912) 228-0529

M. L. Lynch, Inc.  
M. L. Lynch Worldwide  
500 West Jefferson Street  
Thomasville, GA 31792

Re: Hidden Valley Outdoors, Inc. vs. M. L. Lynch, Inc.

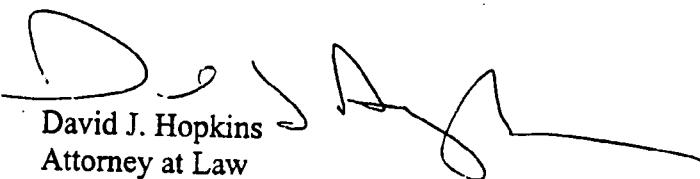
Gentlemen:

Kindly be advised this office represents the interest of Hidden Valley Outdoors, Inc. with whom you entered into a contract on January 7, 2000. Pursuant to the terms of the contract, Hidden Valley Outdoors, Inc. supplied 36,000 decoys to you. To date, the sum of \$63,900.00 for unpaid decoys is owed and a minimum \$10,000.00 licensing fee for the year 2000.

It is my understanding the corporation's president, Rodney J. Chiodo, has contacted you many times regarding this issue. Please be advised pursuant to paragraph 10 of your contract, your failure to supply prompt payment authorizes the seller to terminate this contract. Please accept this notice as seller's termination of the contract. Seller specifically reserves the right to pursue its legal remedies to collect all monies due Hidden Valley Outdoors, Inc. pursuant to paragraph 16 of the agreement together with the licensing fees as per the contract.

Should you have any questions, please seek legal counsel.

Very truly yours,

  
David J. Hopkins  
Attorney at Law

DJH/bjt

cc: Hidden Valley Outdoors, Inc.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
: :  
V. : NO. 01-1430-CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendant :  
:

FILED  
01/10/13 BCL  
JUN 17 2004

William A. Shaw  
Prothonotary/Clerk of Courts  
*BAK*

**JURY VERDICT SLIP**

Question 1: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., breached their contract with Hidden Valley Outdoors, Inc.?

Yes X No \_\_\_\_\_

*If your answer to Question 1 is "Yes", proceed to Question 2.*

*If your answer to Question 1 is "No", proceed to Question 5.*

Question 2: State the amount of damages, if any, sustained by the Plaintiff, Hidden Valley Outdoors, Inc., as a result of the breach of contract by Lynch Worldwide, LLC and M.L. Lynch, Inc.

\$ 13,000.00

Question 3: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., are obligated to pay Hidden Valley Outdoor, Inc. Interest at the rate of 1.5% per month on the amount of damages?

Yes X No \_\_\_\_\_

Question 4: Do you find that Hidden Valley Outdoors, Inc. is entitled to attorney's fees?

Yes X No \_\_\_\_\_

If yes, state the amount of attorney's fees Hidden Valley Outdoors, Inc. Is entitled to.

\$ 9,441.75

Question 5: Do you find the Plaintiff, Hidden Valley Outdoors, Inc., breached their contract with Lynch Worldwide, LLC and M.L. Lynch, Inc.?

Yes \_\_\_\_\_ No ✗

*If your answer to Question 5 is "Yes", proceed to Question 6.*

*If your answer to Question 5 is "No", return to Courtroom.*

Question 6: State the amount of damages, if any, sustained by the Defendant, Lynch Worldwide, LLC and M.L. Lynch, Inc., as a result of the breach of contract by Hidden Valley Outdoors, Inc.

\$ \_\_\_\_\_

Date: 6-16-04

  
\_\_\_\_\_  
Foreperson

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
: :  
vs. : No. 01-1430 CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
: :  
: Type of Pleading: Motion to Set Interest  
: Damages Pursuant to Question 3 of the Jury  
: Verdict  
: :  
: Filed on behalf of: Hidden Valley Outdoors,  
: Inc., Plaintiff  
: :  
: Counsel of Record for this party:  
: :  
: DAVID J. HOPKINS, ESQUIRE  
: Attorney at Law  
: :  
: Supreme Court No. 42519  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: :  
: (814) 375-0300

FILED

JUN 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :

**MOTION TO SET INTEREST DAMAGES PURSUANT TO  
QUESTION 3 OF THE JURY VERDICT**

AND NOW, comes, Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion and set forth as follows:

1. On June 16, 2004, a trial in the above captioned matter was held. The jury returned a verdict in favor of the Plaintiff and against the Defendants in the amount of \$10,000.00.
2. Question 3 of the Jury Verdict further imposed interest pursuant to paragraph 16 of Trial Exhibit "A", the contract between Plaintiff and Defendants, in the amount of 1.5% per month.
3. Section 16 of the contract between Plaintiff and Defendants states in pertinent part:

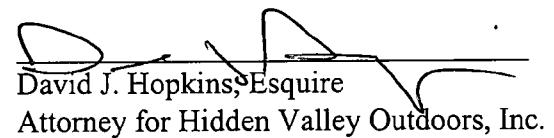
"In the event default continues, interest shall be at the rate of 1.5% per month calculated daily commencing from the original due date."

4. The Court previously ruled as a matter of law that Plaintiff was only entitled to

damages through the date the contract was terminated July 2000. Therefore, interest should accrue at 1.5% from July 2000 until paid. Interest through July 1, 2000 to July 1, 2004 is \$7,200.00.

WHEREFORE, Plaintiff respectfully request this Honorable Court set interest pursuant to paragraph 16 of the contract between Plaintiff and Defendants at \$7,200.00 through July 1, 2004 with interest accruing at the rate of 1.5% per month thereafter.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Hidden Valley Outdoors, Inc.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Motion to Set Interest  
Damages Pursuant to Question 3 of the Jury Verdict, filed on behalf of Plaintiff, Hidden Valley  
Outdoors, Inc., was forwarded on the 21 <sup>st</sup> day of June, 2004, by United States Mail, First  
Class, postage prepaid, to all counsel of records, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

FILED  
06-27-04  
JUN 22 2004  
Amy Hopkins

*SA*  
William A. Shaw  
Prothonotary/Clerk of Courts

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**ORDER**

AND NOW, this matter having come before the Court this 22<sup>nd</sup> day of  
June, 2004; and the Court having requested the Motion of the Plaintiff; and for good  
cause shown;

It is hereby Ordered and Adjudged as follows:

1. The interest damages for the period July 1, 2000 through July 1, 2004 shall be \$7,200.00;
2. Interest shall continue to accrue at the rate of 1.5% per month until paid.

BY THE COURT



Paul E. Cherry  
JUDGE

**FILED**

JUN 22 2004

William A. Shaw  
Prothonotary

**FILED**

07/11/04 rec'd by tele.

JUN 22 2004

William A. Shaw  
Prothonotary

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

CH

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and : **MOTION TO MODIFY INTEREST**  
M.L. LYNCH, INC., : Filed on Behalf of:  
Defendants : DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

**FILED**

JUL 08 2004  
01:30p  
B  
William A. Shaw  
Prothonotary  
2 copies to Clerk

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

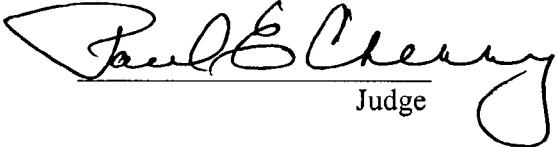
HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
*Change to Order*

ORDER

AND NOW, the 12<sup>th</sup> day of July, 2004, in consideration of Defendants Motion  
TO MODIFY INTEREST

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled for the 28  
day of July, 2004, at 10:00'clock A.M. in Courtroom No. 2 of  
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
Paul E. Cherry  
Judge

FILED

*BS*  
JUL 12 2004  
William A. Shaw  
Prothonotary  
3 cases to him

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

~~JUL 12 2004~~

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**MOTION TO MODIFY INTEREST**

AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion in Limine, and in support thereof avers the following:

1. Pursuant to a Motion by Plaintiff and an Order issued without a Hearing by this Honorable Court, interest was awarded in the amount of Seven Thousand Two Hundred and 00/100 (\$7,200.00) Dollars.
2. The undersigned just recently received this Order.
3. It is assumed said amount was computed at 1.5% per month for a period of four (4) years.
4. As was stated by the Court, at Trial, the Court reserved the determination of interest in this matter, and it is submitted that the Court was going to use, if awarded, a legal rate of interest, i.e. approximately 6%.

5. By law, it is in the Judge's discretion the amount of interest to be assessed in a case.

6. The amount of interest requested by Plaintiff is usurious, as said amount approximates or exceeds 18% per year.

7. Consequently, said amount should be modified to reflect 6% per year as opposed to the usurious amount set forth by Plaintiff.

8. Alternatively, as was admitted by Plaintiff's witnesses at Trial, the entire Ten Thousand and 00/100 (\$10,000.00) Dollars was not due at one time but in Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollar increments every three months.

9. Therefore, if the Court does not use the appropriate legal rate of interest, the interest of 1.5% per month using four (4) installments of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars would equal Six Thousand Seven Hundred and 00/100 (\$6,700.00) Dollars.

WHEREFORE, Defendants respectfully request this Honorable Court to modify the interest award as set forth above.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendants

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 8<sup>th</sup> day of July, 2004, I served a true and correct copy of the within Motion to Modify Interest by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
: vs. : No. 01-1430 CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
: :  
: : Type of Pleading: Answer to Motion to  
: : Modify Interest and Counterclaim  
: :  
: : Filed on behalf of: Hidden Valley Outdoors,  
: : Inc., Plaintiff  
: :  
: : Counsel of Record for this party:  
: :  
: : DAVID J. HOPKINS, ESQUIRE  
: : Attorney at Law  
: :  
: : Supreme Court No. 42519  
: : 900 Beaver Drive  
: : DuBois, Pennsylvania 15801  
: :  
: : (814) 375-0300

**FILED**

**JUL 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**ANSWER TO MOTION TO MODIFY INTEREST**

AND NOW, comes, Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Motion to Modify Interest as follows:

1. Admitted.
2. Denied. The trial in the above captioned matter was held on June 16, 2004. On June 21, 2004, Plaintiff forwarded its "Petition to Set Interest Damages" to Mr. DuBois. Defendant did not raise an objection with the Court. Plaintiff is unaware if the Court sent the Defendant a copy of its Order, however, on July 8, 2004, Plaintiff sent the Defendant's attorney a copy of the Order.
3. Admitted. By way of further answer, the Court calculated interest pursuant to Section 16 of the parties' contract.
4. Denied. The Trial Court's statement at the time of trial as to the amount of interest was merely to permit the Court to calculate interest at the contract rate of 1.5% per month. The Trial Court did not want the jury to be confused determining attorney fees as well as

calculating interest damages. The Trial Court never made any inclination that interest would be calculated at a rate other than 1.5% per month.

5. Denied. Interest is set by paragraph 16 of the contract.

6. Denied. Both Plaintiff and Defendant agreed that interest would be 1.5% per month if a party breached the contract. Had Plaintiff breached its contract with the Defendant, interest would have accrued at 1.5 % per month.

7. Denied. The interest rate was determined by Plaintiff and Defendant when the parties entered into a contract.

8. Denied. Interest should be \$7,200.00 through July 1, 2004 and 1.5% per month thereafter.

9. Denied. Interest should be \$7,200.00 through July 1, 2004 and 1.5% per month thereafter.

WHEREFORE, Defendant's Petition to modify the interest award as set forth herein should be denied.

#### **COUNTERCLAIM – ATTORNEY FEES**

10. On January 7, 2004, Plaintiff and Defendant entered into a contract. A trial was held before the Court on June 16, 2004. Paragraph 16 of the contract states the non-prevailing party is entitled to attorney fees and interest at the rate of 1.5%.

11. Defendant has filed a Motion to Modify Interest and that is not in conformance with the parties' contract.

12. Plaintiff has been forced to expend attorney fees in the amount of 1 hour to review the Motion, review the Court's Order and file an Answer. To attend the scheduled hearing, it is anticipated Plaintiff will incur 1.5 hours of legal fees.

13. As a result of this action, Plaintiff is entitled to attorney fees of 2.5 hours at the rate the jury set of \$200.00 per hour or \$500.00 together with continued interest at the rate of 1.5% from July 1, 2004.

WHEREFORE, Plaintiff respectfully requests the Court to award counsel fees to the prevailing parties, Hidden Valley Outdoors, Inc., in the amount of \$500.00.

Respectfully submitted,



\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Hidden Valley Outdoors, Inc.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Answer to Motion to Modify Interest and Counterclaim, filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 23rd day of July, 2004, by United States Mail, First Class, postage prepaid, to all counsel of records, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

FILED NOCC

01249781  
JUL 23 2004

W.A. Shaw  
Prothonotary/Clerk of Courts

ca

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0306 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs. No. 01-1430 CD

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendant

**ORDER**

AND NOW, this 26<sup>th</sup> day of July, 2004, in consideration of Plaintiff's Answer to Defendant's Motion to Modify Interest and Counterclaim for attorney fees, It is hereby Ordered and Decreed that a hearing be scheduled for the 28<sup>th</sup> day of July, 2004 at 10:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

  
JUDGE

**FILED**

JUL 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED 10c  
O 19 4 19 2004  
JUL 27 2004 *Atty Hopkins*  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

HIDDEN VALLEY OUTDOORS, INC. :

-vs- : No. 01-1430-CD  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC. :  
  
O R D E R

FILED

JUL 30 2004

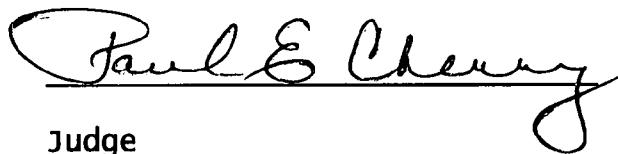
William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 28th day of July, 2004, following  
argument on Motion to Modify Interest, it is the ORDER of  
this Court that this Court's Order of June 22, 2004, is  
hereby amended as follows:

1. The interest damages for the period of July 1, 2000, to July 1, 2004, shall be Six Thousand Seven Hundred (\$6,700.00) Dollars;
2. Beginning July 1, 2004, interest shall continue to accrue on the total amount of the judgment at the rate of .5 percent per month until paid.

It is the further ORDER of this Court that the counterclaim for attorney's fees be and is hereby denied.

BY THE COURT,

  
Paul E. Cherry  
Judge

FILED

012:23/37  
JUL 30 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Acc'gns: Hopkins  
Sub Bois

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs.

No. 01-1430-C.D.

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendant

Type of Pleading: Praeclipe to Enter Judgment

Filed on behalf of: Hidden Valley  
Outdoors, Inc.

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS  
Attorney at Law  
Supreme Court No. 83998

LEA ANN HELTZEL  
Attorney at Law  
Supreme Court No. 83998

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *Atty Hopkins pd.*  
01/11/2004 20.00  
AUG 06 2004 1cc-Statement  
William A. Shaw *to Atty Hopkins*  
Prothonotary/Clerk of Courts  
Notice to Atty DuBois  
for Def.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430-C.D.  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**PRAECIPE TO ENTER JUDGMENT**

Please enter judgment in favor of Plaintiff, Hidden Valley Outdoors, and against  
Lynch Worldwide, LLC and M. L. Lynch, Inc. in accordance with the Jury Verdict of  
June 16, 2004 and Orders entered by the Honorable Paul E. Cherry dated June 22, 2004  
and July 28, 2004. Judgment should be in the amount set forth below:

Amount due:	\$ 10,000.00
Interest	\$ 6,700.00
Attorney fees	\$ 9,441.75
Costs	\$ <u>100.00</u>
 Total due:	 <u>\$ 26,241.75</u>

  
David J. Hopkins, Esquire  
Attorney for Plaintiff

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430-C.D.  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**JUDGMENT**

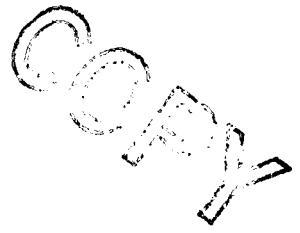
Notice is hereby given that judgment has been entered against Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc. in the amount of \$26,251.75 as of July 1, 2004.

Amount due:	\$ 10,000.00
Interest	\$ 6,700.00
Attorney fees	\$ 9,441.75
Costs	\$ 100.00
Total due:	\$ 26,241.75

---

8/6/04  
Prothonotary

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



Hidden Valley Outdoors, Inc.  
Plaintiff(s)

No.: 2001-01430-CD

Real Debt: \$26,241.75

Atty's Comm: \$

Vs.

Costs: \$

Lynch Worldwide, LLC  
M. L. Lynch, Inc.  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Judgment-Jury Verdict and Court  
Ordered

Date of Entry: August 6, 2004

Expires: August 6, 2009

Certified from the record this 6th day of August, 2004.

---

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

✓

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
1-800-275-0300 FAX (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
: Type of Pleading: Motion to Compel  
: Filed on behalf of: Hidden Valley Outdoors,  
Inc., Plaintiff  
: Counsel of Record for this party:  
: DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
: Supreme Court No. 42519  
900 Beaver Drive  
DuBois, Pennsylvania 15801  
: (814) 375-0300

FILED NO  
10/14/04  
OCT 21 2004  
Sear  
Common Pleas Court  
Clearfield County, Pennsylvania

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

HIDDEN VALLEY OUTDOORS, INC. :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**MOTION TO COMPEL**

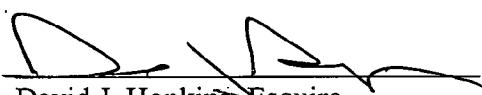
AND NOW, comes Plaintiff, Hidden Valley Outdoors, Inc. by and through their attorneys, Hopkins Heltzel LLP, and requests this Honorable Court to compel the Defendants to answer Post Judgment Interrogatories and award attorney fees and states the following in support thereof:

1. On or about August 6, 2004, following a jury trial, judgment in favor of Plaintiff was entered in the amount of \$26,241.75.
2. On or about September 2, 2004, Plaintiff sent Post Judgment Interrogatories to Defendants in care of their attorney, Jeffrey S. DuBois.
3. Defendants did not answer the Interrogatories within 30 days as required by the Pennsylvania Rules of Civil Procedure.
4. On October 6, 2004, counsel for Plaintiff wrote a letter to counsel for Defendants requesting that Post Judgment Interrogatories be answered within ten (10) days. A true and correct copy of this letter is attached hereto as Exhibit "A".

5. As of October 20, 2004, Defendants have failed to answer the Post Judgment Interrogatories.
6. Defendants are Georgia corporations who by their actions appear to disregard the validity of Pennsylvania court rules and the judgment entered against them.
7. Plaintiff is entitled to an award of attorney's fees pursuant to the parties' contract and for Defendants' failure to comply with the Rules of Court.
8. Plaintiff's attorney's Affidavit of Service is attached hereto.

WHEREFORE, Plaintiff request this Honorable Court to compel Defendants to answer the Post Judgment Interrogatories propounded to them within ten (10) days of the date of the attached Order and pay attorney's fees of \$280.00.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiff

Commonwealth of Pennsylvania :  
County of Clearfield :

**AFFIDAVIT OF LEGAL SERVICES**

Prepare October 6, 2004 letter to Jeffrey DuBois requesting answers to Post Judgment Interrogatories.	.2
Review October 6, 2004 correspondence from Jeff DuBois	.2
Prepare motion and order to require defendants to answer interrogatories.	<u>1.0</u>
Total Hours	1.4
1.4 hours @ \$200.00 per hour	\$280.00

Dated: October 20, 2004

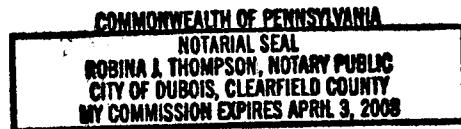


David J. Hopkins, Esquire

Sworn to and subscribed by me this  
20<sup>th</sup> day of October, 2004.



Robina J. Thompson  
Notary Public



# HOPKINS HELTZEL LLP

---

900 Beaver Drive • DuBois, PA 15801

**David J. Hopkins**

Licensed in PA & NJ  
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: [hopkinslaw@adelphia.net](mailto:hopkinslaw@adelphia.net)

**Lea Ann Heltzel**

Licensed in PA

---

October 6, 2004

Facsimile: 375-8710

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

Re: Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC  
and M. L. Lynch, Inc.

Dear Mr. DuBois:

Answers to Post Judgment Interrogatories Addressed to Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc. in the above captioned matter are past due. Would you be so kind as to have your clients complete same and return to me within the next ten (10) days.

If I do not receive answers on or before October 16, 2004, I will file a Motion to Compel and request additional counsel fees.

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

Very truly yours,



David J. Hopkins  
Attorney at Law

DJH/bjt

cc: Hidden Valley Outdoors

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Motion to Compel filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 20th day of October, 2004, by United States Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
David J. Hopkins, Esquire  
Attorney for Plaintiff

HOPKINS HELTZEL LLP

900 Beaver Drive, Dubois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

(G)

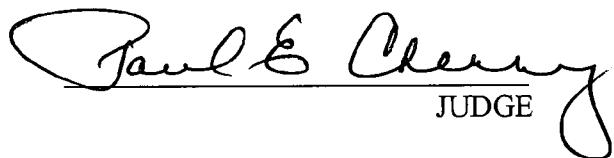
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**ORDER OF COURT**

AND NOW, this 22<sup>nd</sup> day of October, 2004, upon consideration of the within Motion to Compel, it is hereby ORDERED and ADJUDGED, Defendants respond to the Post Judgment Interrogatories within ten (10) days from the date of this Order or suffer such sanctions as this Court may deem appropriate and Defendant shall pay Plaintiff \$280.00.

BY THE COURT

  
Paul E. Cherry  
JUDGE

FILED  
10/3/2004 11:52 AM  
OCT 22 2004 Atty Hopkins

William A. Shaw  
Prothonotary/Clerk of Courts

(A)

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff : Type of Pleading:  
: **ORDER**  
Vs. :  
: Filed on Behalf of:  
LYNCH WORLDWIDE, LLC and : DEFENDANTS  
M.L. LYNCH, INC., :  
Defendants : Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

ORDER

AND NOW, this 4<sup>th</sup> day of November, 2004, in consideration of Defendants  
Response to Plaintiff's Motion to Compel,

IT IS HEREBY ORDERED AND DECREED, that a Hearing be scheduled in this  
matter for the 10 day of December, 2004, at 11:00 o'clock A.M. at  
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Paul E. Cheyney  
Judge

FILED <sup>60K</sup>  
08-43 BA 3 County, Dubois  
NOV 05 2004

William A. Smith  
PAUL E. CHEYNEY

P

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
: DEFENDANT'S RESPONSE TO  
LYNCH WORLDWIDE, LLC and : PLAINTIFF'S MOTION TO COMPEL  
M.L. LYNCH, INC., :  
Defendants : Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

FILED  
OCT 25 2004  
OCT 26 2004  
NO CC  
N. J. A. S.  
Prothonotary, Clerk & Courts

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**DEFENDANT'S RESPONSE TO PLAINTIFF'S**  
**MOTION TO COMPEL**

AND NOW, come the Defendants, Lynch Worldwide, LLC, and M.L. Lynch, Inc., by and through their attorney Jeffrey S. DuBois, Esquire, who files this Defendants Response to Plaintiffs Motion to Compel and in support thereof avers the following:

1. Admitted.
2. It is admitted that the letter and Interrogatories received from Attorney Hopkin's office may have been dated September 2, 2004, but it was not received at the undersigned's office until September 7, 2004.
3. It is admitted that it has been more than thirty (30) days, but as set forth in Defendant's counsel's letter to Plaintiff's counsel, it has been barely over thirty (30) days since service and it is customary in this County to allow a response time for a period in excess of thirty (30) days. A copy of said letter is attached and made a part hereof as Exhibit "A".

4. It is admitted that counsel for Plaintiff wrote a letter on or about October 6, 2004, but it is denied that said letter was correct because, as of that time, thirty (30) days had not elapsed, and therefore, Plaintiff's counsel, and not Defendant, was not in compliance with the Civil Rules at that point in time.

5. Admitted.

6. Denied. The allegations set forth in Plaintiff's paragraph six (6) are unprofessional, unsubstantiated, and a misuse of the Pennsylvania Rules.

7. Denied. It is denied that Plaintiff is entitled to attorney fees when such a limited amount of time has expired since the service of the Interrogatories.

8. No responsive pleading is required.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiffs Motion to Compel in its entirety.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant



# JEFFREY S. DuBOIS

Attorney at Law

Phone: 814-375-5598  
Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsdlaw@verizon.com

October 6, 2004

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

Via: Fax and Mail

RE: Hidden Valley Outdoors, Inc. Vs. Lynch Worldwide, LLC, and  
M.L. Lynch, Inc.

Dear Dave,

This is in response to your letter to me dated October 6, 2004.

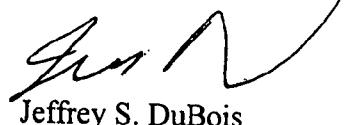
There are a number of inaccuracies in the aforesaid letter to me. To begin with, it has not been more than thirty (30) days, and in fact is has been less than thirty (30) days since I received your Discovery request. Moreover, and more importantly, it has been the practice in this County, including yourself, that obviously Discovery rules are not necessarily supplied by the opposing side within the thirty (30) day period, but within a reasonable time period. Because this is the clear practice in this County, and one which is consistently practiced by yourself, such a demand as in your letter is disingenuous. This is even compounded by the fact that my client is out of state, and would obviously therefore require more time.

As is consistent with the County practice, I will supply you with the Discovery requests within a reasonable period of time. I have forwarded them to my client and I expect them shortly.

Hopefully this will resolve any concerns as set forth in your letter.

Thank you for your attention in this matter.

Sincerely,



Jeffrey S. DuBois

JSD:tlm

Cc: Lynch Worldwide

EXHIBIT "A"

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 26<sup>th</sup> day of October, 2004, I served a true and correct copy of the within Defendant's Response to Plaintiff's Motion to Compel by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC. : :

VS. : NO. 01-1430-CD

LYNCH WORLDWIDE, LLC, and : :

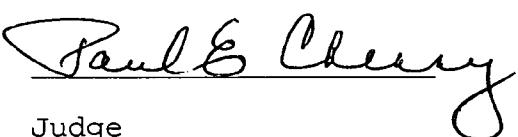
M.L. LYNCH, INC. : :

O R D E R

NOW this 10th day of December, 2004, following argument on Plaintiff's Motion to Compel; upon presentation of the issues before the Court, it is the ORDER of the Court that Defendants Lynch Worldwide, LLC, and M.L. Lynch, Inc., shall file complete answers to interrogatories filed on September 2, 2004, by no later than January 3, 2005, or suffer appropriate sanctions upon motion by Plaintiff.

It is the further Order of this Court that this Court's Order of October 22, 2004, be and is hereby rescinded.

BY THE COURT:

  
Paul E. Cheevey  
Judge

**FILED** <sup>1614</sup>  
0 3:49 PM 10/10/04  
cc atty Dubois

DEC 10 2004

William A. Shaw  
Prothonotary

(8)

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

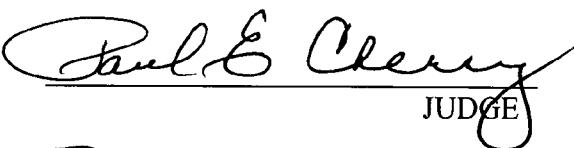
HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**RULE RETURNABLE**

NOW, this 12<sup>th</sup> day of January, 2005, a Rule is issued forth upon the Defendants to show cause, if any exists, why an ORDER should not be granted for Plaintiff's foregoing Petition for Special Relief to Hold Defendants in Contempt of the Order Dated December 10, 2004 filed in the above captioned matter.

RULE RETURNABLE for answer to the within Petition on or before the 1<sup>st</sup> day of February, 2005, with hearing thereon to follow on the 21 day of March, 2005 in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania at 9:00 o'clock A. M.

BY THE COURT,

  
JUDGE

**FILED**  
6K 0 8:59 AM 1/13/05  
Atty Hopkins  
JAN 13 2005

William A. Shaw  
Prothonotary

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-6300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs. No. 01-1430 CD

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendants

Type of Pleading: Petition for Special  
Relief to Hold Defendants in Contempt  
of Order dated December 10, 2004

Filed on behalf of: Hidden Valley  
Outdoors, Inc., Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

FILED 1cc  
01/20/2005 Atty  
JAN 10 2005 Hopkins

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :

**PETITION FOR SPECIAL RELIEF TO HOLD**  
**DEFENDANTS IN CONTEMPT OF**  
**ORDER DATED DECEMBER 10, 2004**

AND NOW, comes Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within contempt action against Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc.

1. On or about August 6, 2004, following a jury trial, judgment in favor of Plaintiff was entered in the amount of \$26,241.75.
2. On or about September 2, 2004, Plaintiff sent Post Judgment Interrogatories to Defendants in care of their attorney, Jeffrey S. DuBois.
3. Defendants did not answer the Interrogatories within 30 days as required by the Pennsylvania Rules of Civil Procedure.
4. On October 6, 2004, counsel for Plaintiff wrote a letter to counsel for Defendants requesting that Post Judgment Interrogatories be answered within ten (10) days.
5. Defendants are Georgia corporations who by their actions appear to disregard the validity of Pennsylvania court rules and the judgment entered against them.

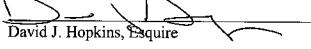
M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories;

- e. Requiring Defendants to pay Hopkins Heltzel LLP legal fees of \$1,340.00;
- f. Requiring Defendants to pay Hopkins Heltzel LLP legal fees in the amount of \$7,500.00 to obtain Georgia attorneys; and

6. Such other relief as the Court deems fair and equitable.

Respectfully submitted,

Hopkins Heltzel LLP



David J. Hopkins, Esquire

6. On or about, October 21, 2004, Plaintiff filed a Motion to Compel.

7. On December 10, 2004, following argument on Plaintiff's Motion to Compel, the Honorable Court entered an Order compelling Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc., to complete answers to Interrogatories filed on September 2, 2004 by January 3, 2005 or suffer sanctions upon motion by Plaintiff.

8. As of January 6, 2004, Defendants have failed to answer said Interrogatories and Plaintiff requests the Court impose sanctions upon Defendants.

9. Plaintiff will now have to obtain attorneys in the State of Georgia to record Plaintiff's Judgment and propound Interrogatories upon Defendants in Georgia. Plaintiff's estimate the cost to obtain counsel will be \$7,500.00.

10. Plaintiff is entitled to an award of attorney's fees pursuant to the parties' contract and for Defendants' failure to comply with the Rules of Court. Attorney fees for Hopkins Heltzel LLP are set forth on Exhibit "A".

WHEREFORE, Petitioner respectfully requests this Court enter an Order:

a. Finding Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc., in contempt of the Court's Order of December 10, 2004;

b. Requiring Ira Allen Jenkins, the President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories;

c. Requiring Robert Stover, Vice President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories;

d. Requiring the Chief Financial Officer of Defendants Lynch Worldwide LLC and

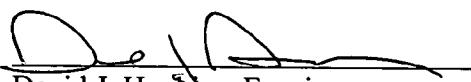
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Petition for Special Relief to Hold Defendant in Contempt of Order Dated December 10, 2004, filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 10 day of January, 2005, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801  
Supreme Court No. 42519

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

HIDDEN VALLEY OUTDOORS,  
INC., : No. 01-1430-CD  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and  
M.L. LYNCH, INC., : DEFENDANTS RESPONSE TO  
Defendants : PLAINTIFFS PETITION FOR  
: SPECIAL RELIEF  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

FILED

FEB 01 2005

6/135

William A. Shaw

Prothonotary/Clerk of Courts

2 (cont to Att)

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	
	:	
	:	
Vs.	:	
	:	
	:	
LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC.,	:	
	:	
Defendants	:	

**DEFENDANTS RESPONSE TO PLAINTIFFS  
PETITION FOR SPECIAL RELIEF**

AND NOW, comes the Defendant, Lynch Worldwide, LLC and M.L. Lynch, Inc., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Response to Plaintiffs Petition for Special Relief and in support thereof avers the following:

1. Admitted.
2. Defendant does not possess sufficient information to believe when counsel for Plaintiff would have sent said Post Judgment and Interrogatories, but said Interrogatories were received by Defendant on or about September 8, 2004.
3. It is admitted that said answers were not complied within thirty (30) days, but as set forth by Counsel for Defendants before this Honorable Court previously, it is clearly the practice within not only Clearfield County, but in surrounding counties within Pennsylvania, that well more than thirty (30) days is granted by respective counsels in responding to Discovery requests.

4. The undersigned does not possess sufficient information to believe when counsel for Plaintiff wrote said letter. By way of further answer, said letter by counsel for Plaintiff was improper, because as of October 6, 2004, thirty (30) days had not yet elapsed. Therefore, said letter did not comply with the Pennsylvania Rules of Civil Procedure.

5. Denied. There is absolutely no evidence that Defendants are disregarding the validity of Court rules and judgment against them.

6. Admitted.

7. It is admitted that there was a Hearing before this Honorable Court on December 10, 2004.

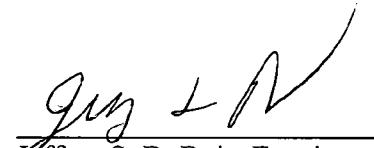
8. Admitted. By way of further answer, because of the restructuring of Defendants company, as well as because of the distance between counsel for the undersigned and Defendants, it is taking longer than expected for Defendants to respond to said Interrogatories. This fact has been repeatedly relayed by the undersigned to counsel for Plaintiff.

9. Defendant does not possess sufficient information to believe the truth or falsity of the averments in Plaintiffs paragraph nine (9). By way of further answer, to obtain counsel for the cost of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars for this matter is clearly excessive and unwarranted.

10. Denied. It is denied that Plaintiff is entitled to any attorney fees.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss  
Plaintiffs Petition in its entirety.

Respectfully submitted,



Jeffrey S. DuBois, Esquire  
Attorney for Defendants

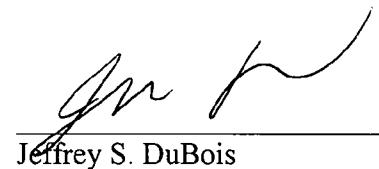
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC.,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 1<sup>st</sup> day of February, 2005, I served a true and correct copy of the within Response to Plaintiffs Petition for Special Relief by first class mail,  
postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

FILED <sup>1cc Attns: Hopkins  
014-0001  
MAR 21 2005</sup>  
*(X)*

William A. Shaw  
*(bk)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC. :

VS. : NO. 01-1430-CD

LYNCH WORLDWIDE, LLC, and :

M.L. LYNCH, INC. :

O R D E R

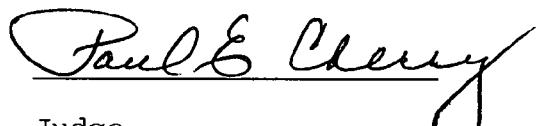
NOW this 21st day of March, 2005, this being the date set for hearing on the Petition for Special Relief to Hold Defendants in Contempt of Order Dated December 10, 2004, filed on behalf of the Plaintiff, Hidden Valley Outdoors, Incorporated; upon presentation of the issues before the Court; the Court being satisfied that the Defendants are in contempt for failure to comply with this Court's Order of December 10, 2004, by failing to file the completed answers to the post-judgment interrogatories by January 3, 2005, it is the ORDER of this Court as follows:

1. That Defendants Lynch Worldwide, LLC, and M.L. Lynch, Incorporated, pay a fine in the amount of One Thousand (\$1,000.00) Dollars, to be paid within no more than thirty (30) days from today's date;

2. That Defendants Lynch Worldwide, LLC, and M.L. Lynch, Incorporated, shall file completed answers to the post-judgment interrogatories within no more than fifteen (15) days from today's date;

3. That Defendants Lynch Worldwide, LLC, and M.L. Lynch, Incorporated, shall pay to the law firm of Hopkins Heltzel, LLP, the sum of Six Hundred (\$600.00) Dollars as attorney fees within no more than thirty (30) days from today's date.

BY THE COURT:

  
Paul E. Cherry

Judge

Date: 5/2/2005  
Time: 04:26 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1900479  
Page 1 of 1

Received of: DuBois, Jeffery, Lynch Worldwide, LLC \$ 1,000.00

One Thousand and 00/100 Dollars

Defendant: Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, et al.  
Case Litigant type

Case	Litigant type	Amount
2001-01430-CD	Defendant	
	Civil Contempt Fine/Fee	1,000.00

Total: 1,000.00

Balance due: 0.00

Check: 1722

Payment Method: Check

Amount Tendered: 1,000.00

Change Returned: 0.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Cou

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

Deputy Clerk



**JEFFREY S. DuBOIS**  
*Attorney at Law*

Phone: 814-375-5598  
Fax: 814-375-8710

---

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsd.law@verizon.net

April 29, 2005

Clearfield County Courthouse  
Honorable Paul E. Cherry  
ATTN: Dawn  
230 East Market Street  
Clearfield, PA 16830

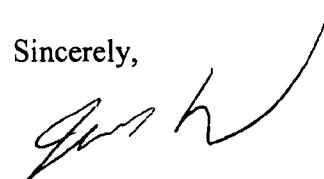
RE: Hidden Valley Outdoors, Inc., vs.  
Lynch Worldwide, LLC and M.L. Lynch, Inc.  
No. 01-1430-CD

Dear Dawn,

Enclosed please find a check in the amount of One Thousand and 00/100  
(\$1,000.00) Dollars which represents payment for the fines in regards to the above  
captioned case.

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

Sincerely,



Jeffrey S. DuBois

JSD:tlm

Enclosure

Cc: Lynch Worldwide

*OK*

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
: vs. : No. 01-1430 CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

FILED <sup>ICC</sup>  
014:00 (54) <sup>Am</sup>  
APR 11 2005 Hopkins  
(6x)

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW this matter having come before the Court and the Court having reviewed the verified Petition of Hidden Valley Outdoors, Inc.; and for good cause shown, It is hereby ORDERED and ADJUDGED as follows:

1. Ira Allen Jenkins, the President of Lynch Worldwide LLC and M. L. Lynch, Inc. shall appear at the Clearfield County Courthouse on May 2, 2005 at 9:00 o'clock A.M. and shall answer such written Interrogatories heretofore propounded by Plaintiff upon the Defendants and answer such other questions under oath as may be presented by Plaintiff.
2. Robert Stover, the Vice President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. shall appear at the Clearfield County Courthouse on May 2, 2005 at 9:00 o'clock A.M. and shall answer such written Interrogatories heretofore propounded by Plaintiff upon the Defendants and answer such other questions under oath as may be presented by Plaintiff.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

FILED <sup>ICC</sup>  
04/06/05 AM  
APR 11 2005 Hopkins  
GR

William A. Shaw  
Prothonotary/Clerk of Courts

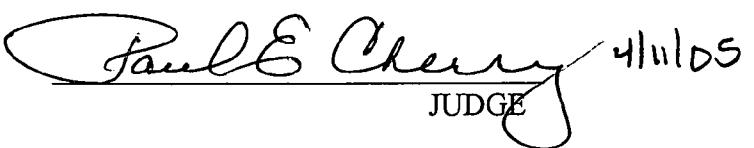
**ORDER**

AND NOW this matter having come before the Court and the Court having reviewed the  
verified Petition of Hidden Valley Outdoors, Inc.; and for good cause shown, It is hereby  
ORDERED and ADJUDGED as follows:

1. Ira Allen Jenkins, the President of Lynch Worldwide LLC and M. L. Lynch, Inc.  
shall appear at the Clearfield County Courthouse on May 2, 2005 at 9:00 o'clock  
A.M. and shall answer such written Interrogatories heretofore propounded by Plaintiff upon the  
Defendants and answer such other questions under oath as may be presented by Plaintiff.
2. Robert Stover, the Vice President of Defendants Lynch Worldwide LLC and M.  
L. Lynch, Inc. shall appear at the Clearfield County Courthouse on May 2, 2005 at 9:00  
o'clock A.M. and shall answer such written Interrogatories heretofore propounded by  
Plaintiff upon the Defendants and answer such other questions under oath as may be presented  
by Plaintiff.

3. Pay attorney fees for the filing of this Petition to Hopkins Heltzel LLP in the amount of Six Hundred (\$600.00) Dollars to be paid on or before May 2, 2005.

BY THE COURT,

  
Paul E. Cherry 4/11/05  
JUDGE

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :

vs. : No. 01-1430 CD

LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :

Type of Pleading: Petition for Special  
Relief to Hold Defendants in Contempt  
of Order dated March 21, 2005

Filed on behalf of : Hidden Valley  
Outdoors, Inc., Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

FILED  
M 11 13 2005  
APR 08 2005  
NO CC  
60

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**PETITION FOR SPECIAL RELIEF TO HOLD**  
**DEFENDANTS IN CONTEMPT OF**  
**ORDER DATED MARCH 21, 2005**

AND NOW, comes Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within contempt action against Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc.

1. On March 21, 2005, the Court entered an Order obligating Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc. to:

- a. Pay a fine of One Thousand (\$1,000.00);
- b. Answer Interrogatories within fifteen (15) days of March 21, 2005; and
- c. Pay Hopkins Heltzel LLP Six Hundred (\$600.00) Dollars.

2. Defendants have failed to do any of the three (3) and are in contempt of the Court's Order of March 21, 2005.

3. Plaintiff requests the Court order Ira Allen Jenkins, the President of M. L. Lynch, Inc. and Lynch Worldwide, LLC to appear at the Clearfield County Courthouse on a date and time certain to answer discovery of Plaintiff.

4. Plaintiff requests the Court order Robert Stover, the Vice-President of M. L. Lynch, Inc. and Lynch Worldwide, LLC to appear at the Clearfield County Courthouse on a date and time certain to answer discovery of Plaintiff.

5. Plaintiff further requests the Court to order counsel fees for the necessity of this Petition in the amount of Six Hundred (\$600.00) Dollars.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order:

a. Finding Defendants, Lynch Worldwide, LLC and M. L. Lynch, Inc., in contempt of the Court's Order of March 21, 2005;

b. Requiring Ira Allen Jenkins, the President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories;

c. Requiring Robert Stover, Vice President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories; and

d. Requiring Defendants to pay Hopkins Heltzel LLP legal fees of \$600.00.

Respectfully submitted,

Hopkins Heltzel LLP



\_\_\_\_\_  
David J. Hopkins, Esquire

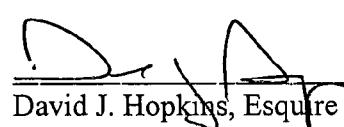
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Petition for Special Relief to Hold Defendant in Contempt of Order Dated March 21, 2005, filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 7th day of April, 2005, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
\_\_\_\_\_  
David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801  
Supreme Court No. 42519

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and : **MOTION FOR CONTINUANCE**  
M.L. LYNCH, INC., :  
Defendants : Filed on Behalf of:  
 : DEFENDANTS  
 : Counsel of Record for This Party:  
 : Jeffrey S. DuBois, Esquire  
 : Supreme Court No. 62074  
 : 190 West Park Avenue, Suite #5  
 : DuBois, PA 15801

FILED 3CC  
07/27/05 Atty DuBois  
JUN 01 2005 (CR)

William A. Shaw  
Prothonotary/Clerk of Courts

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
:

Vs.

LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

ORDER

AND NOW, the 1<sup>st</sup> day of June, 2005, in consideration of Defendants Motion for  
Continuance,

IT IS HEREBY ORDERED AND DECREED that said Motion for Continuance is hereby  
granted.

BY THE COURT:

\_\_\_\_\_  
Judge

CA

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
VS.	:	
LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC.,	:	
Defendants	:	

**MOTION FOR CONTINUANCE**

AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There is scheduled between the parties, and not the Court, an appearance for questioning to be held on June 2, 2005.
2. The Defendants are located in southern Georgia and transportation to Pennsylvania is not only difficult and cumbersome, but expensive.
3. Additionally, Defendant Allen Jenkins has commitments which will make him unavailable to travel to Pennsylvania on June 2.
4. Consequently, Defendant requests a continuance in this matter until he can travel to Pennsylvania, or the Judgment can be satisfied.
5. Additionally, Plaintiffs will not be prejudiced by the same as the answers to Interrogatories have already been submitted to Plaintiffs counsel.

6. Moreover, Plaintiffs will not be prejudiced due to the fact Plaintiffs have already received approximately one-third (1/3) of the amount owed, specifically Eight Thousand and 00/100 (\$8,000.00) Dollars has been paid by Defendants to Plaintiffs.

WHEREFORE, Defendants respectfully request this Honorable Court to grant said Motion for Continuance.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendants

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
VS.	:	
LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC.,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 1<sup>st</sup> day of June, 2005, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801



---

Jeffrey S. DuBois

(A)

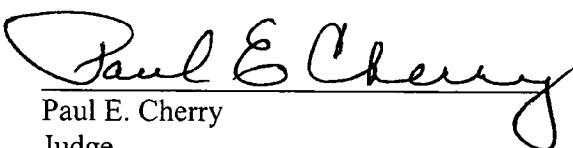
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, :  
INC. :  
: vs. : No. 01-1430-CD  
: :  
LYNCH WORLDWIDE LLC and :  
M.L. LYNCH, INC. :  
:

**ORDER**

AND NOW, this 2<sup>nd</sup> day of June, upon consideration of Defendants' Motion for Continuance, it is the ORDER of the Court that said Motion is hereby DENIED as untimely.

BY THE COURT:

  
Paul E. Cherry  
Judge

**FILED**

JUN 03 2005 @  
6/11/05  
William A. Cherry  
Prothonotary Clerk of Courts  
3 cent to Army

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
.

PRAECIPE TO EXEMPLIFY THE RECORD

TO THE PROTHONOTARY:

Kindly exemplify the Judgment filed to the above captioned term and number.

  
David J. Hopkins, Esquire  
Attorney for Plaintiff

Dated: 6-7-2007

**FILED** *pd \$15.00 AM*  
03:00 pm Record to  
JUN 07 2007 Atty Hopkins  
*WM*

William A. Shaw  
Prothonotary/Clerk of Courts

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

**Hidden Valley Outdoors, Inc.**

**Vs.**

**NO. 2001-01430-CD**

**Lynch Worldwide, LLC  
M. L. Lynch, Inc.**

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Please 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 Hidden Valley Outdoors Inc. and against Lynch Worldwide LLC and M. L. Lynch Inc. on August 6, 2004, in the amount of 26,241.75.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 8th day of June, A.D., 2007.

  
William A. Shaw LM  
Prothonotary

BY: \_\_\_\_\_  
**Deputy**

Date: 6/8/2007  
Time: 09:40 AM  
Page 1 of 4

**Clearfield County Court of Common Pleas**

ROA Report  
Case: 2001-01430-CD  
Current Judge: Paul E. Cherry

Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.

User: LMILLER

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

JUN 08 2007

Date	Civil Other	Attest.	Judge
8/31/2001	Filing: Civil Complaint Paid by: Hopkins, David J. (attorney for Hidden Valley Outdoors, Inc.) Receipt number: 1830571 Dated: 08/31/2001 Amount: \$80.00 (Check) Two CC Attorney		No Judge
9/26/2001	Entry of Appearance on behalf of the Defendants. Filed by s/Jeffrey S. DuBois, Esq. Cert of Svc no cc		No Judge
10/12/2001	Answer to Plaintiff's Complaint, New Matter and Counterclaim, filed by Atty. DuBois 3 Cer. to Atty. DuBois		No Judge
11/9/2001	Answer to New Matter; Answer to Counterclaim and New Matter. Filed by s/David J. Hopkins, Esq. no cc		No Judge
3/7/2002	Notice of Service of Interrogatories and Request for Production of Documents Directed to Plaintiff filed by Atty. DuBois. No CC		No Judge
12/12/2003	Certificate of Readiness, filed by Atty. Hopkin no cert. copy to C/A		No Judge
12/24/2003	Objection To Filing Of Certificate of Readiness. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Readiness 3 cc to Atty DuBois		Paul E. Cherry
12/29/2003	ORDER, AND NOW, this 29th day of December, 2003, Hearing on Defendants Objection to Filing Certificate of Readiness is scheduled for the 6th day of January, 2004, 10:30 a.m. by the Court, s/JKR,JR.,P.J. 3 cc to Atty DuBois		Paul E. Cherry
1/7/2004	ORDER, AND NOW, this 6th day of January, 2004, Objection to Filing of Certificate of Readiness is GRANTED and this matter shall be continued to the next Civil Call scheduled for April 1,2004. It is the further Order of this Court that all discovery shall be completed by and no later than April 1, 2004. by the Court, s/PEC, J. 2 cc Atty Hopkins 2 cc Atty Dubois		Paul E. Cherry
2/10/2004	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 Of SCOTT C. KRISE. Filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 1 cc to Atty		Paul E. Cherry
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of ROBERT V. GLASS, III. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Service 1 cc to Atty		Paul E. Cherry
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of BRUCE HIXON. filed by, s/Jeffrey S. DuBois, Esq. Certificate of Service 1 cc to Atty		Paul E. Cherry
	Notice of Taking Deposition On Oral Examination Under Rule 4007.1 of RODNEY J. CHIODO. filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 1 cc to Atty		Paul E. Cherry
4/12/2004	Certificate of Service, Pre-Trial Memorandum filed on behalf of Plaintiff upon Jeffrey S. DuBois, Esquire filed by, s/David J. Hopkins, Esquire no cc		Paul E. Cherry
4/21/2004	ORDER, AND NOW, this 21st day of April, 2004, re: Pre-Trial Conference. by the Court, s/PEC, J. cc to Hopkins & DuBois		Paul E. Cherry
5/12/2004	Motion In Limine. filed by, s/Jeffrey S. DuBois, Esquire Certificate of Service 2 cc to Attorney		Paul E. Cherry
	ORDER, AND NOW, the 12th day of May, 2004, re: Defendants Motion In Liminie Hearing scheduled for the 1st day of June, 2004, at 2:00 p.m. in Courtroom No. 2. by the Court, s/PEC, J. 3 cc Atty DuBois		Paul E. Cherry

*Wm. E. Cherry*  
Prothonotary/  
Clerk of Courts

Date: 6/8/2007  
Time: 09:40 AM  
Page 2 of 4

**Clearfield County Court of Common Pleas**

User: LMILLER

**ROA Report**

**Case: 2001-01430-CD**

**Current Judge: Paul E. Cherry**

**Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.**

**Civil Other**

<b>Date</b>		<b>Judge</b>
6/14/2004	Order, AND NOW, this 11th day of June, 2004, following argument on the Motion in Limine filed on behalf of Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., it is the Order of the Court that said motion be and is hereby granted. The maximum damages plaintiffs may argue at trial in the form of royalty fees shall be Ten Thousand (\$10,000.00) Dollars. BY THE COURT: /s/Paul E. Cherry, Judge One CC Atty Hopkins, DuBois	Paul E. Cherry
6/17/2004	Jury Verdict Slip Question 1: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc. breached their contract with Hidden Valley Outdoors, Inc....Yes. Question 2: State the damages, if any, sustained by the Plaintiff, Hidden Valley Outdoors, Inc., as a result of the breach of contract by Lynch Worldwide, LLC and M.L. Lynch, Esq.... \$10,000.00 Question 3: Do you find the Defendants, Lynch Worldwide, LLC and M.L. Lynch, Inc., are obligated to pay Hidden Valley Outdoor, Inc. interest at the rate of 1.5% per month on the amount of damages?....Yes Question 4: Do you find that Hidden Valley Outdoors, Inc. is entitled to attorney's fees?....Yes....If yes, state the amount of attorney's fees Hidden Valley Outdoors, Inc. is entitled to....\$9,441.75 Question 5: Do you find the Plaintiff, Hidden Valley Outdoors, Inc., breached their contract with Lynch Worldwide, LLC and M.L. Lynch, Inc.?....No Dated 6/16/04 s/Dennis Owens, Foreperson Members of the Jury, Verdict: \$10,000.00 plus 1.5% per month plus \$9,441.75 attorneys fees. Foreperson s/Dennis Owens	Paul E. Cherry
6/22/2004	Motion to Set Interest Damages Pursuant to Question 3 of the Jury Verdict, filed by s/David J. Hopkins, Esq. One CC Attorney Hopkins Order AND NOW, this matter having come before the Court this 22nd day of June, 2004; and the Court having requested the Motion of the Plaintiff; and for good cause shown; It is hereby Ordered and Adjudged as follows: 1. The interest damages for the period July 1, 2000 through July 1, 2004 shall be \$7,200.00 2. Interest shall continue to accrue at the rate of 1.5% per month until paid. S/PEC 1 CC Atty. Heltzel	Paul E. Cherry
7/8/2004	Motion to Modify Interest, filed by s/Jeffrey S. DuBois, Esq. Two CC Attorney DuBois	Paul E. Cherry
7/12/2004	Order, AND NOW, this 12th day of July, 2004, in consideration of Defendants' Motion to Modify Interest. It is hereby ordered and decreed that a hearing be scheduled for the 28 day of July, 2004, at 10:00 a.m. in Courtroom No. 2. BY THE COURT: /s/Paul E. Cherry, Judge Three CC Attorney DuBois	Paul E. Cherry
7/23/2004	Answer to Motion to Modify Interest and Counterclaim, filed by s/David J. Hopkins, Esq. No CC	Paul E. Cherry
7/27/2004	ORDER, AND NOW, this 26th day of July, 2004, in consideration of Plaintiff's Answer to Defendant's Motion to Modify Interest and Counterclaim for attorney fees, it is hereby Ordered and Decreed that a hearing be scheduled for the 28th day of July, 2004 at 10:00 A.M. in Courtroom No. 2. of the Clearfield County Courthouse, Clearfield, Pennsylvania. By the court Paul E. Cherry. One cc Atty Hopkins	Paul E. Cherry
7/30/2004	ORDER filed. 2 Cert. to Atty's Hopkins & DuBois NOW, this 28th day of July, 2004, RE: Motion to Modify Interest.	Paul E. Cherry

Date: 6/8/2007  
Time: 09:40 AM  
Page 3 of 4

**Clearfield County Court of Common Pleas**

User: LMILLER

**ROA Report**

**Case: 2001-01430-CD**

**Current Judge: Paul E. Cherry**

**Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.**

**Civil Other**

Date	Judge	
8/6/2004	Filing: Judgment Paid by: Hopkins, David J. (attorney for Hidden Valley Outdoors, Inc.) Receipt number: 1884153 Dated: 08/06/2004 Amount: \$20.00 (Check) Judgment entered in against Lynch Worldwide, LLC and M. L. Lynch, Inc. in the amount of \$26,241.75 Notice to Atty. DuBois for Defendants. Statement to Atty. Hopkins.	Paul E. Cherry
10/21/2004	Motion to Compel, filed by s/David J. Hopkins, Esq. No CC	Paul E. Cherry
10/22/2004	Order AND NOW, this 22nd day of Oct. 2004, upon consideration of the within Motion to Compel it is hereby ORDERED and ADJUDGED, Def. respond to the Post Judgment Interrogatories within 10 days from the date of this Order or suffer such sanctions as this Court may deem appropriate and Def. shall pay Plff. \$280.00. S/PEC 1 CC to Atty. Hopkins.	Paul E. Cherry
10/26/2004	Defendant's Response to Plaintiff's Motion to Compel, filed by s/ Jeffrey S. DuBois Esquire. No CC Certificate of Service, Oct. 25, 2004 1st class mail to: David J. Hopkins, Esquire	Paul E. Cherry
11/5/2004	Order, AND NOW, this 4th day of November, 2004, in consideration of Defendants Response to Plaintiff's Motion to Compel, IT IS HEREBY ORDERED AND DECREED, that a Hearing be scheduled in this matter for the 10th day of December, 2004, at 11:00 a.m. at the Clfd Co. Courthouse. BY THE COURT: /s/ Paul E. Cherry, Judge. 3 CC Atty Dubois	Paul E. Cherry
12/10/2004	Order, NOW, this 10th day of December, 2004, following argument on Plaintiff's motion to Compel; upon presentation of the issues before the Court, it is the ORDER of the Court that Defendants shall file complete answers to interrogatories filed on September 2, 2004, by no later than Jan. 3, 2005, or suffer appropriate sanctions upon motion by Plaintiff. It is the further Order of this Court that this Court's Order of Oct. 22, 2004, be and is hereby rescinded. By The Court: /s/ Paul E. Cherry, Judge. 1CC Atty Hopkins, 1CC Atty DuBois	Paul E. Cherry
1/10/2005	Petition For Special Relief to Hold Defendants in Contempt of Order dated Dec. 10, 2004. Filed by s/ David J. Hopkins, Esquire. 1CC Atty Hopkins	Paul E. Cherry
1/13/2005	Rule Returnable: NOW, this 12th day of Jan., 2005, a Rule is issued forth upon the Defendants to show cause why an ORDER should not be granted for Plaintiff's Petition for special Relief to Hold Defendants in Contempt of the Order dated Dec. 10, 2004. Rule Returnable for answer to the within Petition on or before the 1st day of Feb., 2005, with hearing thereon to follow on the 21st day of March 2005 in Courtroom No. 2 of the Clfd. Co. Courthouse at 9:00 a.m. BY THE COURT, /s/ Paul E. Cherry, Judge. 1CC to Atty Hopkins	Paul E. Cherry
2/1/2005	Defendant's Response To Plaintiff's Petition For Special Relief. Filed by s/ Jeffrey Dubois 2CC to Atty	Paul E. Cherry
3/21/2005	Order, NOW, this 21st day of March, 2005, this being the date for hearing on the Petition for Special Relief to Hold Defendants in Contempt of Order Dated Dec. 10, 2004, filed on behalf of the Plaintiff, Hidden Valley Outdoors, Inc., the Court being satisfied that the Defs. are in contempt for failure to comply with Order, it is the Order of the Court that: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty: Hopkins, DuBois	Paul E. Cherry
4/8/2005	Petition For Special Relief To Hold Defendants in Contempt of Order dated March 21, 2005, filed by s/ David J. Hopkins Esquire. No CC	Paul E. Cherry

Date: 6/8/2007

Time: 09:40 AM

Page 4 of 4

**Clearfield County Court of Common Pleas**

User: LMILLER

ROA Report

Case: 2001-01430-CD

Current Judge: Paul E. Cherry

Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, M. L. Lynch, Inc.

**Civil Other**

Date		Judge
4/11/2005	Order, AND NOW, it is ORDERED as follows: Ira Allen Jenkins and Robert Paul E. Cherry Stovershall appear at the Clfd. Co Courthouse on May 2, 2005 at 9:00 a.m. (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Hopkins	
5/2/2005	Atty. Dubois paid \$1,000.00 contempt fine ck # 1722	Paul E. Cherry
5/4/2005	Order, This 2nd day of May, 2005, it is hereby ORDERED as follows: Plaintiff's request to continue (with the consent of defense counsel) the depositions of Ira Allen Jenkins and Robert Stover is granted. Ira Allen Jenkins shall appear at the Clfd. Co. Courthouse on June 2, 2005 at 9:00 a.m. Robert Stover, shall appear at the Clfd. Co. Courthouse on June 2, 2005 at 9:00 a.m. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC Atty Hopkins	Paul E. Cherry
6/1/2005	Motion For Continuance, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty DuBois	Paul E. Cherry
6/3/2005	Order, and now, this 2nd day of June, upon consideration of Defendants' Motion for Continuance, it is the ORDER of the Court that said Motion is Denied as untimely. BY THE COURT: /s/ Paul E. Cherry, Judge. 3CC to Atty	Paul E. Cherry
6/7/2007	Filing: Praecipe to Exemplify The Record Paid by: Hopkins, David J. (attorney for Hidden Valley Outdoors, Inc.) Receipt number: 1919306 Dated: 6/7/2007 Amount: \$15.00 (Check) Record issued to Atty Hopkins	Paul E. Cherry

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants : PRE-TRIAL STATEMENT  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

**RECEIVED**

**APR 08 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**PRE-TRIAL STATEMENT**

**I. BRIEF STATEMENT OF THE CASE**

This case involves breach of contracts which are alleged by Plaintiff and Defendant. In this case, Plaintiff had made an inflatable turkey decoy to be used in hunting. Because Plaintiff was a new company and did not have the ability to distribute this decoy, Plaintiff entered into negotiations with Defendant, and outdoor sales and hunting company located in the state of Georgia, for the resale and distribution of these inflatable turkey decoys.

Explicit in the negotiations, agreements, and contracts between the parties, was that Plaintiff would be able to obtain a patent on this turkey decoy and be able to enforce the patent against any and all competitors. Thereafter, Defendant agreed to purchase Thirty Six Thousand (36,000) decoys from Plaintiff at a total cost of Two Hundred Fifty Five Thousand Six Hundred and 00/100 (\$255,600.00) Dollars. Said price was paid in full by Defendants to Plaintiff.

Plaintiffs are attempting to sue Defendants for the failure to pay royalty fees in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars as alleged in the contract.

Defendants have counterclaimed against Plaintiffs for failing to enforce their patent. Specifically, while Plaintiffs patent was supposed to be issued in the summer of 2000, it was not officially awarded until February 2001. In addition, prior to this time, a number of competitors of inflatable turkey decoys, some of them lower priced than Plaintiffs decoys, were in the market. Yet, despite repeated requests by Defendants to Plaintiff to enforce its patent, Plaintiff failed to do this and allowed these competitors to sell in the market. As a consequence, Defendants were unable to sell a vast number of the turkey decoys they purchased from Plaintiffs, and subsequently lost a significant amount of money.

Therefore, Defendants have counterclaimed for the difference in the purchase price of the decoys and what they could sell them for, advertising costs, and attorney's fees in negotiation of the contract and agreements.

## II. LIST OF WITNESSES

1. Bob Stover – Defendant – Liability and Damages
2. Allen Jenkins – Defendant – Liability and Damages
3. Robert V. Glass, III – Plaintiff - Liability and Damages
4. Scott C. Krise – Plaintiff - Liability and Damages
5. Rodney J. Chiodo – Plaintiff – Liability and Damages
6. Any witnesses called by Plaintiff

Defendants reserve the right to list additional witnesses with proper notice to counsel for Plaintiff and the Court.

**III. EXHIBITS**

1. Numerous correspondences between Plaintiffs and Defendant.
2. Contract dated January 7, 2000.
3. Letter of Agreement and Understanding dated August 17, 2000.
4. Invoice for turkey decoys purchased by Defendant from Plaintiff.
5. Sales of inflatable turkey decoys by Defendant.
6. Statement of advertising costs incurred by Defendant for promotion of decoys.
7. Statement of attorney's fees and representation in negotiations with Plaintiff.

Defendants reserve the right to add addition with proper notice to counsel for Plaintiff and the Court.

**IV. EXPERT WITNESSES**

Not applicable.

**V. EXPERT REPORTS**

Not applicable.

**VI. SPECIAL DAMAGES**

Not applicable.

**VII. UNUSUAL QUESTIONS OF LAW**

Not applicable.

### **VIII. STIPULATIONS**

Counsel for Defendants will be in contact with counsel for Plaintiff, and the parties should be able to stipulate as to some, if not all of the following:

- A. Numerous correspondence and e-mails between Plaintiffs and Defendants.
- B. Contracts and agreements between the parties.
- C. Invoices for payments of decoys.

### **IX. ESTIMATED TIME FOR TRIAL**

Two (2) days.

Respectfully submitted,



Jeffrey S. DuBois, Esquire  
Attorney for Defendants

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
: :  
Vs. :  
: :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 8<sup>th</sup> day of April, 2004, I served a true and correct copy of the within Pre Trial Statement by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
: :  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
: :  
: Type of Pleading: Pre-Trial Memorandum  
: :  
: Filed on behalf of: Hidden Valley Outdoors,  
: Inc., Plaintiff  
: :  
: Counsel of Record for this party:  
: :  
: DAVID J. HOPKINS, ESQUIRE  
: Attorney at Law  
: :  
: Supreme Court No. 42519  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: :  
: (814) 375-0300

**RECEIVED**

**APR 08 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :  
:

**PRE-TRIAL MEMORANDUM**

AND NOW, comes, Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within Pre-Trial Memorandum as follows:

**1. STATEMENT OF FACTS**

On or about January 7, 2000, Plaintiff and Defendants entered into a contract in which Plaintiff agreed to sell and Defendants agreed to purchase 36,000 inflatable turkey decoys pursuant to the terms of the contract.

Paragraph 3 of the contract states:

Licensing Fees. In addition to the purchase price for the decoys, Buyer shall pay Seller a licensing fee which shall be the greater of Ten Thousand (\$10,000.00) Dollars per year or equal to six (6%) percent of the Buyer's lowest wholesale price per decoy which Buyer sells, Buyer's lowest wholesale price for decoys shall not be less than \$9.69 per decoy unless expressly authorized in writing by the Seller. Payment shall be due quarterly within thirty (30) days from the end of March, June, September and December. A copy of Buyer's sales records shall be sent to Seller each quarter with payment.

Defendants are indebted to Plaintiff in the minimum amount of \$10,000.00 for the years 2000, 2001 and 2002 for a total of not less than \$30,000.00.

The actions of the Defendant constitute a breach of contract entitling Plaintiff to an award of compensatory damages.

The successful party is entitled to legal fees.

## **II. LIST OF EXHIBITS**

- a. Contract;
- b. Patent materials;
- c. Turkey decoy;
- d. Correspondence between the parties; and
- e. Hopkins Law Firm and Hopkins Heltzel LLP legal fees.

Plaintiff reserves the right to use any other exhibit discovered and/or identified between now and the time of trial, with prompt notice to opposing counsel.

Plaintiff further reserves the right to admit any other exhibit identified by Defendants.

## **III. WITNESSES**

- a. Scott Krise – Liability and Damages  
998 Treasure Lake  
DuBois, PA 15801
- b. Rodney Chiodo – Liability and Damages  
308 Noring Court  
Pittsburgh, PA 15237
- c. Robert Glass - Liability and Damages  
R.D. #2, Box 323T  
Weedville, PA 15868
- d. Bruce Hixton – Liability and Damages  
R.D. Box 98B  
Penfield, PA 15849

- e. Allen Jenkins - Liability and Damages  
M. L. Lynch Company  
500 West Jefferson Street  
Thomasville, GA 31792
- f. Mr. Robert Stover – Liability and Damages  
M. L. Lynch Company  
500 West Jefferson Street  
Thomasville, GA 31792
- g. Arnold B. Silverman, Esquire - Liability  
Eckert Seamans Cherin & Mellot, LLC  
44<sup>th</sup> Floor, 600 Grant Street  
Pittsburgh, PA 15219
- h. Michael J. Colitz, Jr. Esquire - Liability  
217 Harbor View Lane  
Largo, FL 33770
- i. Mark Simpson, Esquire - Liability  
1100 Market Street  
Philadelphia, PA
- j. Jason Tropoeano – Liability
- k. Jackie Ciamacco - Damages

Plaintiffs reserve the right to call any and all witnesses listed on the Pre-Trial Memorandum of Defendant as well as any witnesses disclosed in the discovery proceedings. Plaintiff also reserves the right to amend the list of witnesses prior to trial.

#### **IV. EXPERT OPINION**

None

#### **V. DAMAGES CLAIMED**

\$30,000.00 and legal fees through trial and beyond.

#### **VI. EXTRAORDINARY EVIDENTIARY PROBLEMS**

No.

**VII. STIPULATIONS**

No.

**VIII. SPECIAL POINTS OF CHARGE**

None.

**IX. ESTIMATED TIME FOR TRIAL**

2 days.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Hidden Valley Outdoors, Inc.

# HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

**David J. Hopkins**

Licensed in PA & NJ  
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: [hopkinslaw@adelphia.net](mailto:hopkinslaw@adelphia.net)

**Lea Ann Heltzel**

Licensed in PA

April 8, 2004

David Meholick  
Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

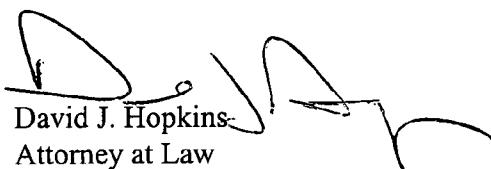
Re: Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, et al.  
No. 01-1430

Dear Mr. Meholick:

Enclosed herewith please find Pre-Trial Memorandum for the above captioned matter. This matter is scheduled for a Pre-Trial Conference on April 15, 2004.

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

Very truly yours,

  
David J. Hopkins  
Attorney at Law

DJH/bjt

Enclosure

cc: Jeffrey S. DuBois, Esquire

RECEIVED

APR 08 2004

COURT ADMINISTRATOR'S  
OFFICE

(1)

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs. : No. 01-1430 CD

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendant

Type of Pleading: Pre-Trial Memorandum

Filed on behalf of: Hidden Valley Outdoors,  
Inc., Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE  
Attorney at Law

Supreme Court No. 42519  
900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

**RECEIVED**

APR 08 2004

COURT ADMINISTRATOR'S  
OFFICE

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :

**PRE-TRIAL MEMORANDUM**

AND NOW, comes, Plaintiff, Hidden Valley Outdoors, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within Pre-Trial Memorandum as follows:

**1. STATEMENT OF FACTS**

On or about January 7, 2000, Plaintiff and Defendants entered into a contract in which Plaintiff agreed to sell and Defendants agreed to purchase 36,000 inflatable turkey decoys pursuant to the terms of the contract.

Paragraph 3 of the contract states:

Licensing Fees. In addition to the purchase price for the decoys, Buyer shall pay Seller a licensing fee which shall be the greater of Ten Thousand (\$10,000.00) Dollars per year or equal to six (6%) percent of the Buyer's lowest wholesale price per decoy which Buyer sells. Buyer's lowest wholesale price for decoys shall not be less than \$9.69 per decoy unless expressly authorized in writing by the Seller. Payment shall be due quarterly within thirty (30) days from the end of March, June, September and December. A copy of Buyer's sales records shall be sent to Seller each quarter with payment.

Defendants are indebted to Plaintiff in the minimum amount of \$10,000.00 for the years 2000, 2001 and 2002 for a total of not less than \$30,000.00.

The actions of the Defendant constitute a breach of contract entitling Plaintiff to an award of compensatory damages.

The successful party is entitled to legal fees.

**II. LIST OF EXHIBITS**

- a. Contract;
- b. Patent materials;
- c. Turkey decoy;
- d. Correspondence between the parties; and
- e. Hopkins Law Firm and Hopkins Heltzel LLP legal fees.

Plaintiff reserves the right to use any other exhibit discovered and/or identified between now and the time of trial, with prompt notice to opposing counsel.

Plaintiff further reserves the right to admit any other exhibit identified by Defendants.

**III. WITNESSES**

- a. Scott Krise - Liability and Damages  
998 Treasure Lake  
DuBois, PA 15801
- b. Rodney Chiodo - Liability and Damages  
308 Noring Court  
Pittsburgh, PA 15237
- c. Robert Glass - Liability and Damages  
R.D. #2, Box 323T  
Weedville, PA 15868
- d. Bruce Hixton - Liability and Damages  
R.D. Box 98B  
Penfield, PA 15849

- e. Allen Jenkins - Liability and Damages  
M. L. Lynch Company  
500 West Jefferson Street  
Thomasville, GA 31792
- f. Mr. Robert Stover – Liability and Damages  
M. L. Lynch Company  
500 West Jefferson Street  
Thomasville, GA 31792
- g. Arnold B. Silverman, Esquire - Liability  
Eckert Seamans Cherin & Mellot, LLC  
44<sup>th</sup> Floor, 600 Grant Street  
Pittsburgh, PA 15219
- h. Michael J. Colitz, Jr. Esquire - Liability  
217 Harbor View Lane  
Largo, FL 33770
- i. Mark Simpson, Esquire - Liability  
1100 Market Street  
Philadelphia, PA
- j. Jason Tropoeano – Liability
- k. Jackie Ciamacco - Damages

Plaintiffs reserve the right to call any and all witnesses listed on the Pre-Trial Memorandum of Defendant as well as any witnesses disclosed in the discovery proceedings. Plaintiff also reserves the right to amend the list of witnesses prior to trial.

**IV. EXPERT OPINION**

None

**V. DAMAGES CLAIMED**

\$30,000.00 and legal fees through trial and beyond.

**VI. EXTRAORDINARY EVIDENTIARY PROBLEMS**

No.

**VII. STIPULATIONS**

No.

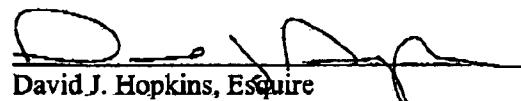
**VIII. SPECIAL POINTS OF CHARGE**

None.

**IX. ESTIMATED TIME FOR TRIAL**

2 days.

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Hidden Valley Outdoors, Inc.

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

HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
vs. : No. 01-1430 CD  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendant :

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Pre-Trial Memorandum, filed on behalf of Plaintiff, Hidden Valley Outdoors, Inc., was forwarded on the 8th day of April, 2004, by United States Mail, First Class, postage prepaid, to all counsel of records, addressed as follows:

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519



**JEFFREY S. DuBOIS**  
*Attorney at Law*

Phone: 814-375-5598  
Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsdlaw@verizon.com

June 9, 2004

**RECEIVED**  
6-10-04

Honorable Paul E. Cherry  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: Hidden Valley Outdoors, Inc. vs. Lunch Worldwide, LLC and  
M.L. Lynch, Inc.  
No. 01-1430-CD

Dear Judge Cherry,

Pursuant to your Order, enclosed please find Defendant's Proposed Jury  
Instructions for the upcoming Jury Trial in the above captioned matter which is scheduled  
for next week.

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

Sincerely,

Jeffrey S. DuBois

JSD:tlm

Cc: Dave Hopkins, Esquire  
Lynch Worldwide

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
: **DEFENDANT'S PROPOSED JURY  
INSTRUCTIONS**  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., : Filed on Behalf of:  
Defendants : DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

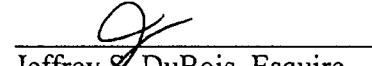
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. : Type of Pleading:  
: :  
: DEFENDANT'S PROPOSED JURY  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., : Filed on Behalf of:  
Defendants :  
: :  
**DEFENDANT'S PROPOSED JURY INSTRUCTIONS**

Proposed is the following Jury Instructions:

1. 5.03 – Number of Witnesses
2. 5.04 – Conflicting Testimony
3. 5.50 – Burden of Proof
4. 15.00 – Elements of Contract
5. 15.04 – Breach of Contract
6. 15.05 – Breach of Contract – Mutual and Dependent Agreement
7. 15.09 – Effect of Breach – Material Breach
8. 15.17 – Burden of Proof
9. 15.21 – Damages
10. 15.22 – Damages – Expectation Interest

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD  
INC., :  
Plaintiff :  
Vs. :  
LYNCH WORLDWIDE, LLC and :  
M.L. LYNCH, INC., :  
Defendants :  
.

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 9<sup>th</sup> day of June, 2004, I served a true and correct copy of the within Defendant's Proposed Jury Instructions by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,	:	
Plaintiff	:	
vs.	:	No. 01-1430-C.D.
LYNCH WORLDWIDE, LLC and	:	
M. L. LYNCH, INC.,	:	
Defendant	:	
	:	Type of Pleading: Plaintiff's Proposed
	:	Points for Charge
	:	Filed on behalf of: Hidden Valley
	:	Outdoors, Inc., Plaintiff
	:	Counsel of Record for this party:
	:	DAVID J. HOPKINS, ESQUIRE
	:	Attorney at Law
	:	Supreme Court No. 42519
	:	900 Beaver Drive
	:	DuBois, Pennsylvania 15801
	:	(814) 375-0300

RECEIVED  
6-14-04

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

HIDDEN VALLEY OUTDOORS, INC.,  
Plaintiff

vs. : No. 01-1430-C.D.

LYNCH WORLDWIDE, LLC and  
M. L. LYNCH, INC.,  
Defendant

**PLAINTIFF'S PROPOSED POINTS FOR CHARGE**

AND NOW, comes the Plaintiff, Hidden Valley Outdoors, Inc., by and through its  
attorneys, Hopkins Heltzel LLP, and respectfully files the following Plaintiff's Proposed  
Points for Charge:

## **CONFLICTING TESTIMONY**

You may find inconsistencies in the evidence. Even actual contradictions in the testimony of witnesses do not necessarily mean that any witness has been willfully false. Poor memory is not uncommon. Sometimes a witness forgets; sometimes he remembers incorrectly. It is also true that two persons witnessing an incident may see or hear it differently.

If different parts of the testimony of any witness or witnesses appear to be inconsistent, you the jury should try to reconcile the conflicting statements, whether of the same or of different witnesses, and you should do so if it can be done fairly and satisfactorily.

If, however, you decide that there is a genuine and irreconcilable conflict of testimony, it is your function and duty to determine which, if any, of the contradictory statements you will believe.

Pa. Suggested Civil Jury Instructions, Section 5.04

## **WILFULLY FALSE TESTIMONY**

If you decide that a witness has deliberately falsified his testimony on a significant point, you should take this into consideration in deciding whether or not to believe the rest of his testimony; and you may refuse to believe the rest of his testimony, but you are not required to do so.

Pa. Suggested Civil Jury Instructions, Section 5.05

## **BURDEN OF PROOF**

In civil cases such as this one, the plaintiff has the burden of proving those contentions which entitle him to relief.

When a party has the burden of proof on a particular issue, his contention on that issue must be established by a fair preponderance of the evidence. The evidence establishes a contention by a fair preponderance of the evidence if you are persuaded that it is more probably accurate and true than not.

To put it another way, think, if you will, of an ordinary balance scale, with a pan on each side. Onto one side of the scale, place all of the evidence favorable to the plaintiff; onto the other, place all of the evidence favorable to the defendant. If, after considering the comparable weight of the evidence, you feel that the scales tip, ever so slightly or to the slightest degree, in favor of the plaintiff, your verdict must be for the plaintiff. If the scales tip in favor of the defendants, or are equally balanced, your verdict must be for the defendants.

Pa. Suggested Civil Jury Instruction, Section 5.50

## **BURDEN OF PROOF ON PARTY BRINGING ACTION – GENERALLY**

The party bringing an action on a contract must prove its own performance and a breach by the other party. If an affirmative contract to perform a duty is proved, the person bound to perform the duty must prove that the terms and conditions of the contract have been met. Likewise, where the acts of one party to a contract depend on the acts of the other party, the damaged party cannot support a breach of contract action without showing performance of each dependent act on its part. When suing on a contract to recover damages, it is enough to prove a breach, and it is not necessary to show that the contract was completely broken in every respect.

Pa. Suggested Civil Jury Instructions, Section 15.17

## ELEMENTS OF CONTRACT ACTION

In order for you to find for the plaintiff, you must find that the plaintiff has proved a number of items by a preponderance of the evidence. Each of these items will be discussed separately. But first, you need know what constitutes a contract.

A contract is a legally enforceable agreement between two or more competent parties who have each promised to do, or refrain from doing, some lawful act. Whether oral or written, a contract is enforceable if its terms clearly express what each party intended and expected. If the terms of the agreement are not definite and certain, any uncertainty may be clarified by examining the circumstances surrounding the bargain. The basic elements that must be present to form a contract, each of which must be proven by a preponderance of the evidence, are offer, acceptance, and consideration.

A. *Offer.* A valid offer expresses a willingness to enter into a contract. The offer gives someone else the power to create the contract by making a valid acceptance of the offer and thereby "sealing the deal." In determining whether something was intended to be an actual offer, it must be examined in context, and it must be examined in light of the surrounding circumstances. You may find that one party's actions did constitute an offer when you consider the custom established in a particular trade or business, the relation between the parties, and the prior dealings between the parties.

The offer must create the power to accept, and thereby create a binding contract.

Other statements may be mistaken for an offer. Some of these include:

1. An expression of intent to do something in the future (i.e., "I intend to sell my car for \$5,000.00"). The speaker is not bound to sell the car if the listener hands him the money. The speaker did not offer the car for sale.);

2. A request for bids, or invitations for other to make offers;
3. An invitation to negotiate, such as "would you consider selling that?";
4. A statement that a reasonable person would realize was not made in seriousness; and
5. An "offer" made by an incompetent person is not a valid offer.

B. *Acceptance.* An acceptance is a clear indication that one agrees to be bound by the terms of the offer. The acceptance must be given within the time specified by the offer, or within a reasonable time if none is specified. The person to whom the offer was directed is the only person who may accept the offer.

If the parties have had previous dealings whereby certain methods of acceptance have become customary between them, then such will constitute valid acceptance. An example of this would be a beginning of the requested performance upon receipt of the offer, rather than sending notice of acceptance of the offer first.

An acceptance must not change the terms of the offer, or impose any additional conditions. If it does change the terms of the offer it will be considered a counteroffer, rather than an acceptance, and will therefore not create a contract.

C. *Consideration.* There must be consideration given by each party to a valid contract. That is, each party must have bargained to exchange his promise for another. The exchanged promises are either promises to perform or promises not to perform some act. The value or adequacy of the consideration given will not usually be examined, but

the circumstances which show that both parties were capable of bargaining will be examined. In that sense competent people are free to contract, and even if one makes a bad deal he is bound by the agreement.

Pa. Suggested Civil Jury Instructions, Section 15.00

## ORAL CONTRACTS – VALIDITY GENERALLY

Except in certain situations, an oral contract is just as effective as if the agreement had been reduced to writing. If you find that all the items needed to form a contract are present, offer acceptance and consideration, then you must find that a contract existed despite the fact that there was no writing involved. If you find that an oral contract existed in this case, it is irrelevant that the party seeking to enforce the contract did not take steps to obtain a written contract, despite his or her apparent ability and opportunity to do so.

Pa. Suggested Civil Jury Instructions, Section 15.01

WD

## **BREACH OF CONTRACT – GENERALLY**

Failure of party to a contract to perform in accordance with its terms gives the other party a cause of action for breach. A breach of contract occurs when a party to the contract fails to perform any contractual duty of immediate performance, or violates an obligation, engagement or duty.

Not every nonperformance, however, is to be considered a breach of the contract. If you find that the nonperformance was trivial, and thus that the contract was substantially performed, you must also find that a breach of the contract has not occurred.

Pa. Suggested Civil Jury Instructions, Section 15.04

Paragraph 16 of the Contract between Hidden Valley and Lynch Defendants provides that if Hidden Valley was forced to file a lawsuit to collect money the Lynch Defendants owed Hidden Valley, then the Lynch Defendants were obligated to pay Hidden Valley's attorney's fees. If you find that the Lynch Defendants breached their contract with Hidden Valley causing this lawsuit, then you should award attorney's fees to Hidden Valley.

Paragraph 16 of the contract between Hidden Valley and Lynch Defendants provides that interest will accrue on the unpaid licensing fee at the rate of 1.5% per month or 18% per year. If you find the Lynch Defendants are liable to Hidden Valley, then you should note on the jury questioner that Hidden Valley is entitled to interest.

## **DAMAGES – GENERALLY**

Where one party to a contract breaches that contract, the other party may recover for those injuries which have been proved to you with reasonable certainty. Any compensation awarded for injury is termed “damages.” Generally, the measure of damages is that sum which will compensate the plaintiff for the loss sustained. If you find that defendants breached the contract, you must then decide, based on the evidence plaintiff has presented, what amount of money will compensate plaintiff for those injuries which were a direct and foreseeable result of the breach, and which the parties could have reasonably foreseen with certainty at the time they made the contract.

Pa. Suggested Civil Jury Instructions, Section 15.21

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Plaintiff  
Supreme Court No. 42519

AA

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

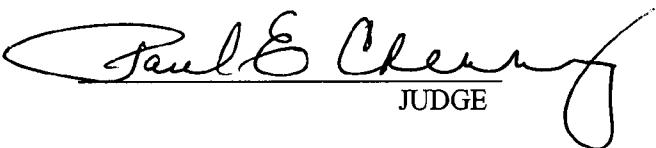
HIDDEN VALLEY OUTDOORS, INC., :  
Plaintiff :  
:  
vs. : No. 01-1430 CD  
:  
LYNCH WORLDWIDE, LLC and :  
M. L. LYNCH, INC., :  
Defendants :  
:

**ORDER**

This 3<sup>rd</sup> day of May, 2005, it is hereby ORDERED and ADJUDGED as follows:

1. Plaintiff's request to continue (with the consent of defense counsel) the depositions of Ira Allen Jenkins and Robert Stover is granted.
2. Ira Allen Jenkins, the President of Lynch Worldwide LLC and M. L. Lynch, Inc. shall appear at the Clearfield County Courthouse on June 2, 2005 at 9:00 o'clock a.m. and shall answer such written Interrogatories heretofore propounded by Plaintiff upon the Defendants and answer such other questions under oath as may be presented by Plaintiff.
3. Robert Stover, the Vice President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. shall appear at the Clearfield County Courthouse on June 2, 2005 at 9:00 o'clock a.m. and shall answer such written Interrogatories heretofore propounded by Plaintiff upon the Defendants and answer such other questions under oath as may be presented by Plaintiff.

BY THE COURT,

  
JUDGE

FILED <sup>2005</sup>  
MAY 04 2005  
10:32 AM  
Amy Hopkins

William A. Shaw  
Prothonotary/Clerk of Courts