

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 Limine 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 ✓

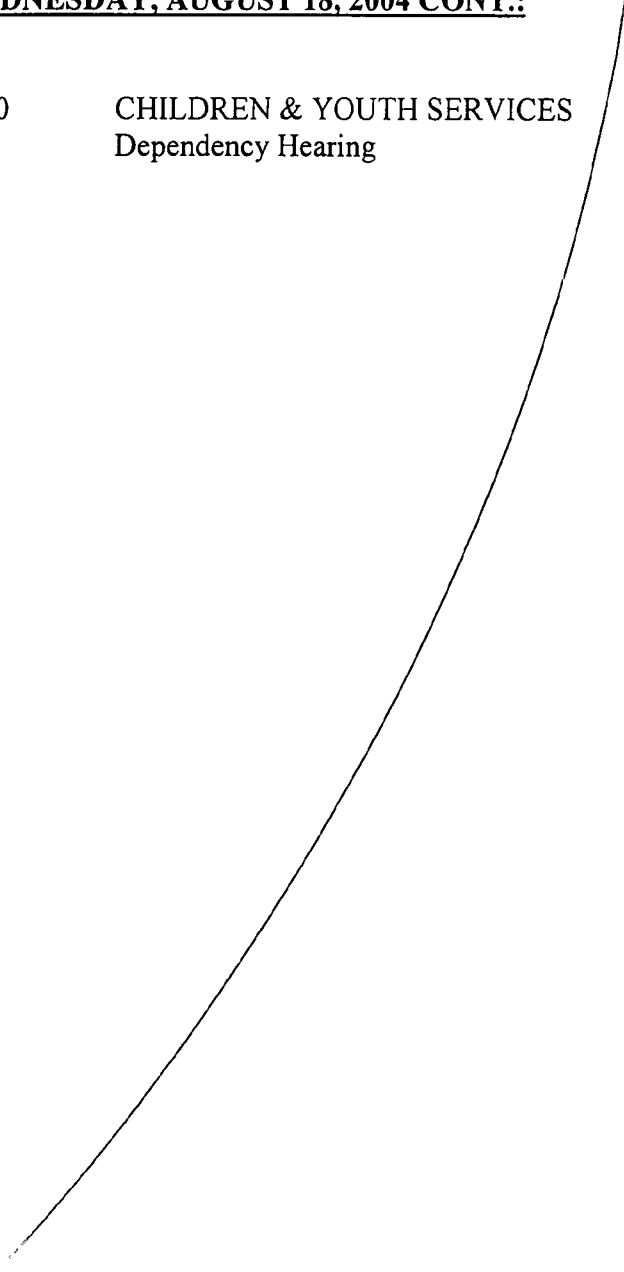
THE HONORABLE PAUL E. CHERRY, PRESIDING

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

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
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 Attys Hopkins, DuBois	Paul E. Cherry ✓
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	Paul E. Cherry ✓
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	Paul E. Cherry ✓ Paul E. Cherry ✓
07/08/2004	Motion to Modify Interest, filed by s/Jeffrey S. DuBois, Esq. Two CC Attorney DuBois	Paul E. Cherry ✓
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	Paul E. Cherry ✓
07/23/2004	Answer to Motion to Modify Interest and Counterclaim, filed by s/David J. Hopkins, Esq. No CC	Paul E. Cherry ✓
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	Paul E. Cherry ✓

THE HONORABLE PAUL E. CHERRY, PRESIDING

WEDNESDAY, AUGUST 18, 2004:

9:00 PETITION TO ADOPT
OC No. 2896

John A. Sobel, IV, Esquire

CIVIL PRE-TRIAL CONFERENCES

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. HARTZFELD
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
STEVEN GERALD O'GARA
vs.
FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION
No. 00-905-CD
Jury

Joseph Colavecchi, Esquire and
John Sughrue, Esquire
Jeffrey A. Ramaley, Esquire
Timothy S. Coon, Esquire

R. Denning Gearhart, Esquire

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.	Paul E. Cherry ✓
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.	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 ✓
11/05/2004	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	Paul E. Cherry ✓

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.

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

No. 01-1430-CD

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. Egan
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.

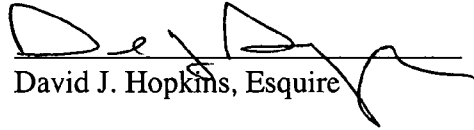
9. The actions of the Defendant constitute breach of contract entitling Plaintiff to an award of compensatory damages in the amount of \$20,000.00 through 2001 and \$30,000.00 through 2002.

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

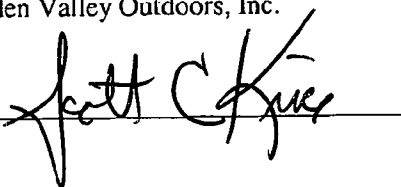
We hereby verify that the statements made in this pleading are true and correct.

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: _____

A handwritten signature in black ink, appearing to read "Scott C. Kiser", is written over a horizontal line.

01/07/00 17:23 22280529

M. L. LYNCH, INC.

0001/004

JAN. 7. 2000 1:44PM C/G TECH/QL/ENG'G

NO. 730

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.

002/004

JAN. 7. 2000

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NO. 730

P. 3/5

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 installment 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 installment 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.

01/07/00 17:24

22280529

M. L. LYNCH, INC.

003/004

TAN. 7.2000

1:45PM

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NO. 730

P. 4/5

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-Compe.** 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,

01/07/00 17:25

B22280529

M. L. LYNCH, INC.

0004/004

JAN. 7. 2000

1:47PM

C/G TECH/QC/ENG'G

NO. 7:0

P. 5/5

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: 

Attest:

By: 

Attest:

By: 

Hidden Valley Outdoors, Inc.

By: 

M. L. Lynch, Inc.

By: 

M. L. Lynch Worldwide

By: 

②
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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:

ENTRY OF APPEARANCE

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 8 2001

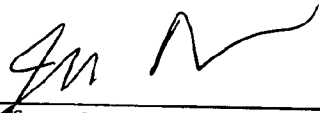
William A. Shaw
Prothonotary

Jeffrey S. DuBois
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that on the 25th 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

M10.451 nbc
William A. Shaw
Prothonotary
WAS

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**

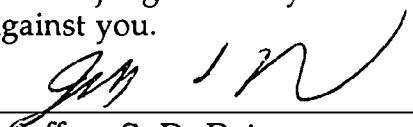
Filed on Behalf of:

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

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.

A handwritten signature in black ink, appearing to read 'J. DuBois', is written above a horizontal line.

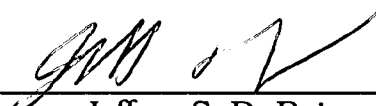
Jeffrey S. DuBois
Attorney for Defendants

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.

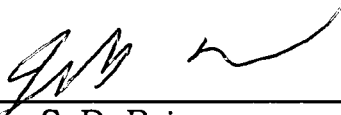


Jeffrey S. DuBois
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th 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

FROM : FLOWERS INVESTMENTS

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, Scoery 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 00 09:09p

Krise Kustom Programming

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p. 4

AUG. 19. 2000 12:10PM P 3

PHONE NO. : 912 228 6103

FROM : FLOWERS INVESTMENTS

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: 

Attest:

By: By: 

Hidden Valley Outdoors, Inc.

By: 

M. L. Lynch Co., Inc.

By: 

Lynch World Wide, LLC.

By: 

FILED



OCT 12 2001

09/11/36 - aty Dubois
William A. Shaw
Prothonotary

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.


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.

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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.


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

Jeffrey S. DuBois
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th 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

AUG. 18. 2000 12:09PM P 2

PHONE NO. : 912 228 6103

FROM : FLOWERS INVESTMENTS

M. L. Lynch Co., Inc
Lynch World Wide, LLC800 West Jefferson Street
Thomasville, GA 31792
Phone: (912) 228-5019
Fax: (912) 228-0520**Letter of Agreement and Understanding**

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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.

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

5. Sales Cooperation

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Aug 18 00 09:09p

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p. 4

AUG. 18. 2000 12:10PM P 3

PHONE NO. : 912 228 6103

FROM : FLOWERS INVESTMENTS

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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: 

Attest:

By: 

By: 

Hidden Valley Outdoors, Inc.

By: 

M. L. Lynch Co., Inc.

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.

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

No. 01-1430-C.D.

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)

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.

ANSER 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.

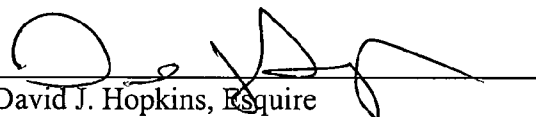
WHEREFORE, Plaintiff demands judgment dismissing Defendant's New Matter with prejudice.

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

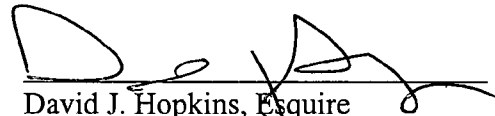
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

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

nce

8/15/01
NBV 092001

William A. Shaw
Prothonotary



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:

NOTICE OF SERVICE

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/ROCC
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

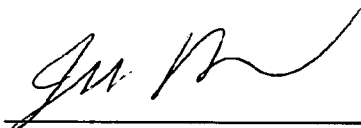
LYNCH WORLDWIDE, LLC and
M. L. LYNCH, INC.,

Defendants

**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

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

FILED

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 (X) Jury () Non-Jury

Filed: August 31, 2001 () Arbitration

2 days/hours

PLAINTIFF(S)

HIDDEN VALLEY OUTDOORS, INC.

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

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 (X) 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 ^(Kw) NOCC
01/12/51/01
DEC 12 2003 copy to CIA

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	Type of Pleading:
vs.	:	
	:	OBJECTION TO FILING OF
	:	CERTIFICATE OF READINESS
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

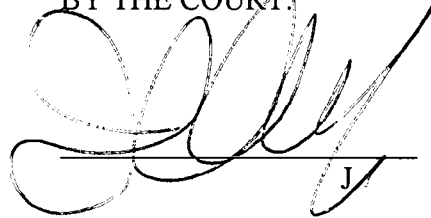
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION LAW

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

09:30am Seat City Auditor
DEC 29 2003 *WAS*

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	:	

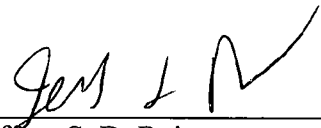
OBJECTION TO FILING OF CERTIFICATE OF READINESS

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 23rd 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 24 2003
19156
Atty Dubois

William A. Shaw
Prothonotary/Clerk of Courts
WAS

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HIDDEN VALLEY OUTDOORS, INC. :

VS. : NO. 01-1430-CD

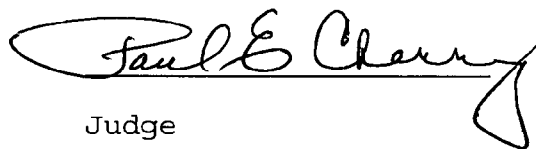
LYNCH WORLDWIDE, LLC, and :

M.L. LYNCH, INC. :

O R D E R

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,


Judge

FILED

JAN 07 2004

William A. Shaw
Prothonotary, Clerk of Courts

FILED

01/31/53
JAN 07 2004

William A. Spray
Prothonotary Clerk of Courts

2cc

Atty Hopkins

2cc

Atty Dubois

cc

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	NOTICE OF TAKING
LYNCH WORLDWIDE, LLC and	:	DEPOSITION ON ORAL
M.L. LYNCH, INC.,	:	EXAMINATION UNDER
Defendants	:	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**

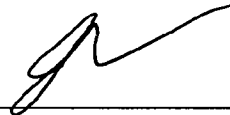
TO: Scott C. Krise 9:00 a.m.
c/o David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

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 9th 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

0 1:48 PM FEB 10 2004
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	:	
	:	Type of Pleading:
Vs.	:	
	:	NOTICE OF TAKING
LYNCH WORLDWIDE, LLC and	:	DEPOSITION ON ORAL
M.L. LYNCH, INC.,	:	EXAMINATION UNDER
Defendants	:	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**

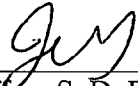
TO: Robert V. Glass, III 1:30 p.m.
c/o David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

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

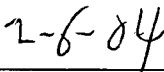
Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of ROBERT V. GLASS, III, will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing 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



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 9th 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 1 Oct 2004

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	:	
	:	Type of Pleading:
Vs.	:	
	:	NOTICE OF TAKING
LYNCH WORLDWIDE, LLC and	:	DEPOSITION ON ORAL
M.L. LYNCH, INC.,	:	EXAMINATION UNDER
Defendants	:	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**

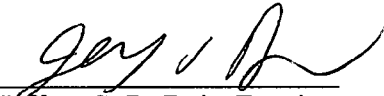
TO: Bruce Hixon 3:00 p.m.
c/o David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

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

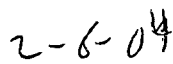
Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of BRUCE HIXON, will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing at 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



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 9th 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

01/48/84 102 to 111y.

FEB 10 2004

ES
MS

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
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:

**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

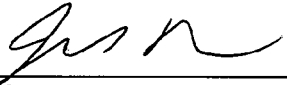
TO: Rodney J. Chiodo 11:00 a.m.
c/o David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

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

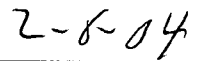
Notice is given herewith that, pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of RODNEY J. CHIODO, , will be taken by oral examination at the Jeffrey S. DuBois Law Office, 190 West Park Avenue, Suite #5, DuBois, Pennsylvania, on **Thursday, March 11, 2004, commencing 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



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 9th 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

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FEB 10 2004 ~~1006~~

William A. Shaw
Prothonotary

CA

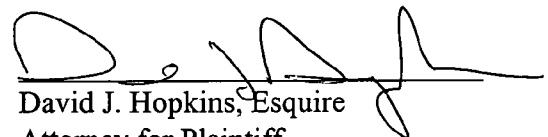
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

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 CC
012:40 Btl
APR 12 2004 ED
HRS

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 21st 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,

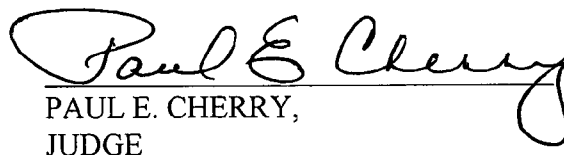
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APR 21 2004

011155/12
William A. Shaw

Prothonotary/Clerk of Courts

sent to
Hopkins
+
DuBois


PAUL E. CHERRY,
JUDGE

CA

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	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

FILED

NOV 15 1964

Prothonotary
William A. Shaw

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

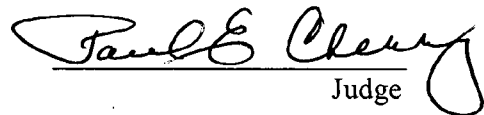
HIDDEN VALLEY OUTDOORS, : No. 01-1430-CD
INC., :
Plaintiff :
Vs. :
LYNCH WORLDWIDE, LLC and :
M.L. LYNCH, INC., :
Defendants :

ORDER

AND NOW, the 12th 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 2:00 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
3/10/04
MAY 12 2004
Atty 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".

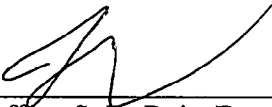
7. As was admitted by Plaintiffs in their Depositions, and as can be seen from the August contract, there is no provision for royalty fees, and since this contract replaced the other, there could be no royalty fee owed past the year 2000, thus the total amount possible to recover by Plaintiffs would 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

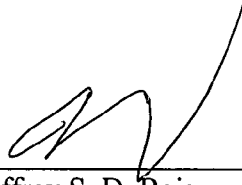
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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 12th 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 allow to pull
21 something out of there?

22 MR. HOPKINS: They are his files.

23 THE WITNESS: I think that is in
24 discovery, all the notes. I guess the answer to
25 that question, I don't have a quite clear picture.

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 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

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William A. Shaw
Prothonotary

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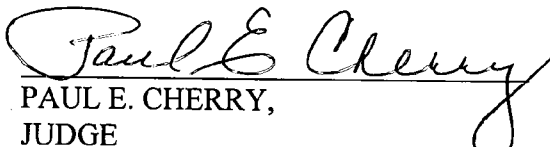
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

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 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

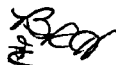
JUN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

~~01/24/04~~
JUN 14 2004

William A. Shaw


Notary Public/Clerk of Courts

1cc Atty Hopkins
1cc Atty DuBois

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.

Court Reporter: _____

VS

Date of Trial: June 16 & 17, 2004

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

Date Trial Ended: June 16, 2004

FILED

9/10:1301
JUN 17 2004

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 Stoven
2. Scott Reese
3. _____
4. _____
5. _____
6. _____

DEFENDANT'S WITNESSES:

1. Robert Stoven
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

900 Beaver Drive • DuBois, PA 15801

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

Lea Ann Heltzel
Licensed in PA

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

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.

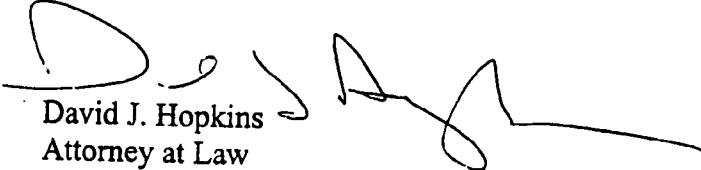
Gentlemen:

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. :

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

NO. 01-1430-CD

FILED

01/10/13 Gd
JUN 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

Good
to

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

~~_____~~

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.

\$ 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

~~_____~~

No

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

Yes

~~_____~~

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 X

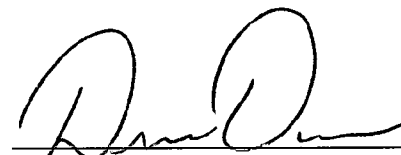
If your answer to Question 5 is "Yes", proceed to Question 6.

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:

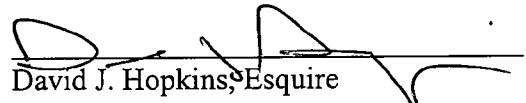
1. On June 16, 2004, a trial in the above captioned matter was held. The jury returned a verdict in favor of the Plaintiff and against the Defendants in the amount of \$10,000.00.
2. Question 3 of the Jury Verdict further imposed interest pursuant to paragraph 16 of Trial Exhibit "A", the contract between 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 21st 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

06:27:01

JUN 22 2004

icc
Atty Hopkins



William A. Shaw
Prothonotary/Clerk of Courts

HOPKINS HELTZEL LLP

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

CA

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

HIDDEN VALLEY OUTDOORS, INC.,
Plaintiff

vs.

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

No. 01-1430 CD

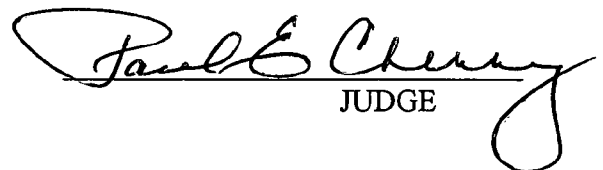
ORDER

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.

BY THE COURT


JUDGE

FILED

JUN 22 2004

William A. Shaw
Prothonotary

FILED

10 11:11 AM 100 0000 0000

JUN 22 2004

William A. Shaw
Prothonotary

CA

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	MOTION TO MODIFY INTEREST
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

JUL 08 2004
01/11/06
William A. Shaw
Prothonotary
2 cases to HRC

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 12th day of July, 2004, in consideration of Defendants Motion

TO MODIFY INTEREST
in Lumber

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled for the 28
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:

Paul E. Cherry
Judge

FILED

JUL 12 2004

WAS
William A. Shaw
Prothonotary
3 came to Army

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, INC.,	:	No. 01-1430-CD
	:	
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,

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

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 8th 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%.

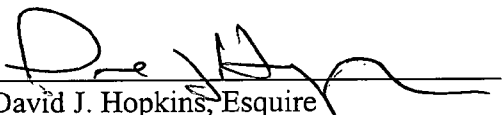
11. Defendant has filed a Motion to Modify Interest and that is not in conformance with the parties' contract.

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 No cc

01/23/2004

JUL 23 2004

William A. Shaw

Prothonotary/Clerk of Courts

HOPKINS HELTZEL LLP

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

CA

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

HIDDEN VALLEY OUTDOORS, INC., :
Plaintiff :

vs. :

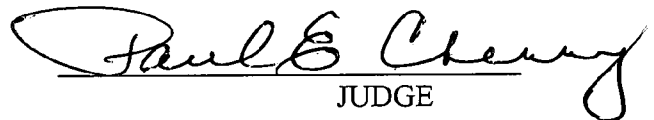
No. 01-1430 CD

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

ORDER

AND NOW, this 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 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

019:41/301
JUL 27 2004
Atty Hopkins

WAS

William A. Shaw
Prothonotary/Clerk of Courts

62

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

HIDDEN VALLEY OUTDOORS, INC. :

-VS-

: No. 01-1430-CD

FILED

LYNCH WORLDWIDE, LLC and :

JUL 30 2004

M.L. LYNCH, INC. :

William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

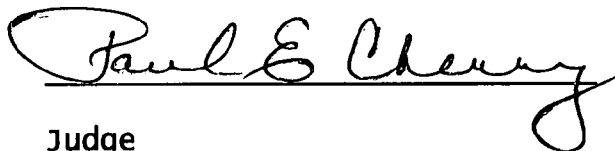
NOW, this 28th day of July, 2004, following argument on Motion to Modify Interest, it is the ORDER of this Court that this Court's Order of June 22, 2004, is hereby amended as follows:

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,


Judge

FILED

07/23/04
JUL 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

(u)

2cc: Ms. Hopkins
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.

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

No. 01-1430-C.D.

Type of Pleading: Praecipe 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

01/11/2004
AUG 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

Atty Hopkins pd.
20.00

1cc Statement
to Atty Hopkins

Notice to Atty DuBois
for Def.

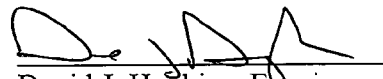
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

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:	\$ 26,241.75


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.

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

No. 01-1430-C.D.

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	<u>\$ 100.00</u>
Total due:	<u><u>\$ 26,241.75</u></u>

8/16/04

Prothonotary

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

COPY

Hidden Valley Outdoors, Inc.
Plaintiff(s)

No.: 2001-01430-CD

Real Debt: \$26,241.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

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
Tel: (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. :

LYNCH WORLDWIDE, LLC and :

M. L. LYNCH, INC., :

Defendant :

No. 01-1430 CD

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 CC
019:1430
OCT 21 2004
Per [Signature]
Clerk of Court

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 :

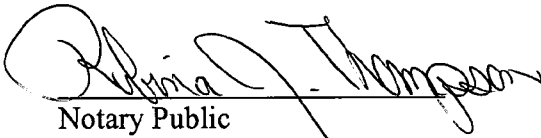
AFFIDAVIT OF LEGAL SERVICES

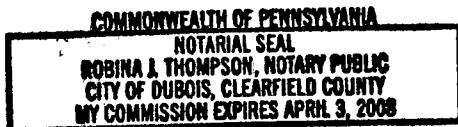
Prepare October 6, 2004 letter to Jeffrey DuBois requesting answers to Post Judgment Interrogatories.	.2
Review October 6, 2004 correspondence from Jeff DuBois	.2
Prepare motion and order to require defendants to answer interrogatories.	<u>1.0</u>
Total Hours	1.4
1.4 hours @ \$200.00 per hour	\$280.00

Dated: October 20, 2004


David J. Hopkins, Esquire

Sworn to and subscribed by me this
20th day of October, 2004.


Notary Public



HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

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

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

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 16801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC., :
Plaintiff :

vs. :

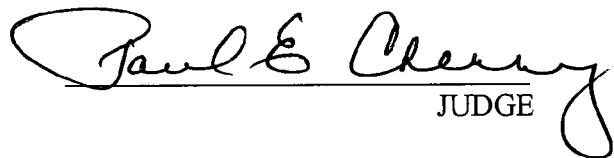
No. 01-1430 CD

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

ORDER OF COURT

AND NOW, this 22ND 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


JUDGE

FILED 1cc
OCT 22 2004
10:35:52 AM
Atty Hopkins
William A. Shaw
Prothonotary/Clerk of Courts

69

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	Type of Pleading:
	:	
Vs.	:	ORDER
	:	
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

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 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 10 day of December, 2004, at 11:00 o'clock A.M. at
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Paul E Cherry
Judge

FILED ^{EVK}
08-43 134 3000 *Atty Dubois*

NOV 05 2004

William A. Sh...
Prothonotary

P

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

HIDDEN VALLEY OUTDOORS, :
INC., :

Plaintiff :

Vs. :

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

Defendants :

No. 01-1430-CD

Type of Pleading:

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

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 ^{ELK}
OCT 25 2004 ^{NO CC}
William A. Shanley
Prothonotary, Clerk of Courts

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	:	

**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.

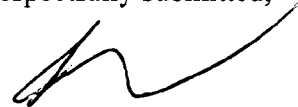
6. Denied. The allegations set forth in Plaintiff's paragraph six (6) are unprofessional, unsubstantiated, and a misuse of the Pennsylvania Rules.

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,

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

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.

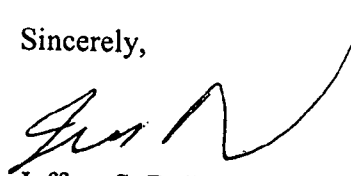
There are a number of inaccuracies in the aforesaid letter to me. To begin with, it has not been more than thirty (30) days, and in fact it has been less than thirty (30) days since I received your Discovery request. Moreover, and more importantly, it has been the practice in this County, including yourself, 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 26th 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

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 :

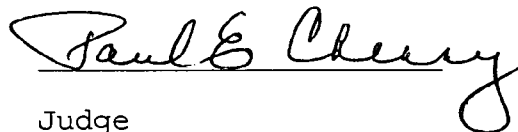
M.L. LYNCH, INC. :

O R D E R

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:


Judge

FILED ²⁶¹⁶
0 3:49 PM 12/10/04
1cc atty Dubois
DEC 10 2004

William A. Shaw
Prothonotary

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 12th 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 21st 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,

Paul E. Cherry
JUDGE

FILED

64 0 8:59 AM 100 to
Acty Hopkins
JAN 13 2005

William A. Shaw
Prothonotary

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-4300 FAX: (814) 375-5035

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

HIDDEN VALLEY OUTDOORS, INC.,
Plaintiff

vs.

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

No. 01-1430 CD

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
01/24/2005
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.

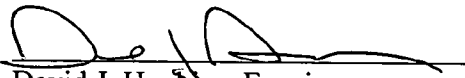
LYNCH WORLDWIDE, LLC and
M. L. LYNCH, INC.,
Defendants

No. 01-1430 CD

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 10th 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.,

Plaintiff

Vs.

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

Defendants

No. 01-1430-CD

Type of Pleading:

**DEFENDANTS RESPONSE TO
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

8/135/ William A. Shaw

Prothonotary/Clerk of Courts

2 (file to App)

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.

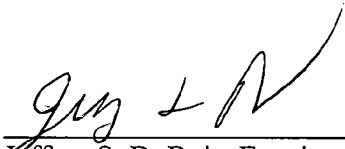
8. Admitted. By way of further answer, because of the restructuring of Defendants company, as well as because of the distance between counsel for the undersigned and Defendants, it is taking longer than expected for Defendants to respond to said Interrogatories. This fact has been repeatedly relayed 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 1st 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
01/4/2005
MAR 21 2005

ICC
Mys: Hopkins
DuBois

William A. Shaw

Prothonotary Clerk of Court

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

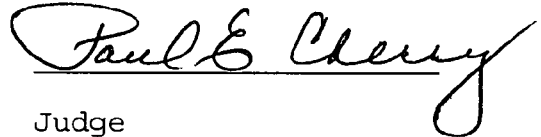
NOW this 21st day of March, 2005, this being the date set for hearing on the Petition for Special Relief to Hold Defendants in Contempt of Order Dated December 10, 2004, filed on behalf of the Plaintiff, Hidden Valley Outdoors, Incorporated; upon presentation of the issues before the Court; the Court 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:


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

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:
Change Returned:
Clerk: BILLSHAW

1,000.00
0.00

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

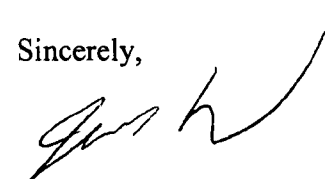
RE: Hidden Valley Outdoors, Inc., vs.
Lynch Worldwide, LLC and M.L. Lynch, Inc.
No. 01-1430-CD

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

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 ^{ICC}
014:00/51 ^{Ally}
APR 11 2005 ^{Hopkins}
(62)

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 ^{ICC}
014:00/51 ^{Any}
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,

 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.

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

No. 01-1430 CD

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

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APR 08 2005

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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;

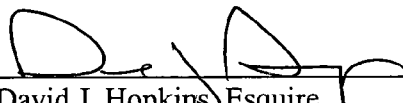
b. Requiring Ira Allen Jenkins, the President of Defendants Lynch Worldwide LLC and M. L. Lynch, Inc. appear at the Clearfield County Courthouse on a date and time certain to answer said Interrogatories;

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

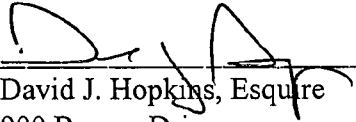
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

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,
INC.,

Plaintiff

Vs.

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

Defendants

No. 01-1430-CD

Type of Pleading:

MOTION FOR CONTINUANCE

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
01:27 PM
JUN 01 2005
Atty DuBois
CR

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.

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

Defendants

No. 01-1430-CD

ORDER

AND NOW, the 1st 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

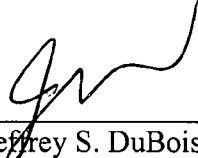
AND NOW, comes the Defendants, LYNCH WORLDWIDE, LLC and M.L. LYNCH, INC., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

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 1st 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

GA

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

HIDDEN VALLEY OUTDOORS,
INC.

vs.

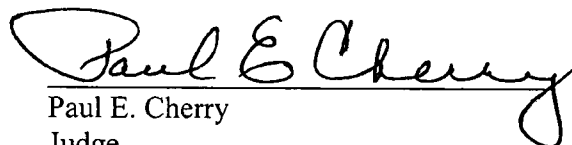
LYNCH WORLDWIDE LLC and
M.L. LYNCH, INC.

:
:
:
: No. 01-1430-CD
:
:
:

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
hereby DENIED as untimely.

BY THE COURT:


Paul E. Cherry
Judge

FILED

JUN 03 2005 (W)
6/11/05
William A. Cherry
Prothonotary-Clerk of Courts
3 cents to Amy

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 AH*
9/3:00 um
JUN 07 2007 *Record to*
um *Att. Hopkins*
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

User: LMILLER

ROA Report

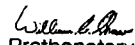
Case: 2001-01430-CD

Current Judge: Paul E. Cherry

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

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

JUN 08 2007

Date	Civil Other	Attest. Judge	 Prothonotary/ Clerk of Courts
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 Limine 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	

Civil Other

Date		Judge
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 Attys 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	Paul E. Cherry
	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	Paul E. Cherry
	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 Attys: 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

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:40 AM

ROA Report

Page 4 of 4

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 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	Paul E. Cherry
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: Praeipce 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

(C)

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

HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	PRE-TRIAL STATEMENT
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

RECEIVED

APR 08 2004

COURT ADMINISTRATOR'S
OFFICE

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	:	:	

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 8th 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
44th 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.

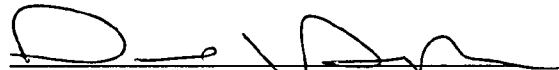
VIII. SPECIAL POINTS OF CHARGE

None.

IX. ESTIMATED TIME FOR TRIAL

2 days.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David J. Hopkins', is written over a horizontal line.

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

①

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

Lea Ann Heltzel
Licensed in PA

April 8, 2004

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

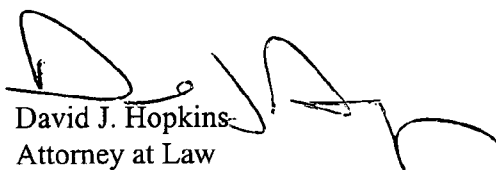
Re: Hidden Valley Outdoors, Inc. vs. Lynch Worldwide, LLC, et al.
No. 01-1430

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

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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.

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

No. 01-1430 CD

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
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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 :

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

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

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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
44th 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.

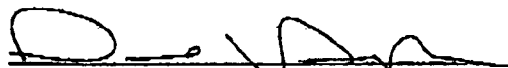
VIII. SPECIAL POINTS OF CHARGE

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.

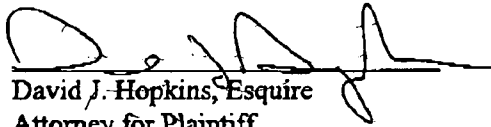
No. 01-1430 CD

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
10-10-04

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, :
INC., :

Plaintiff :

Vs. :

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

Defendants :

No. 01-1430-CD

Type of Pleading:

**DEFENDANT'S PROPOSED JURY
INSTRUCTIONS**

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

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


HIDDEN VALLEY OUTDOORS, INC.,	:	No. 01-1430-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	DEFENDANT'S PROPOSED JURY
	:	INSTRUCTIONS
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 9th 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.

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

No. 01-1430-C.D.

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
6-1-04

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

HIDDEN VALLEY OUTDOORS, INC.,
Plaintiff

vs.

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

No. 01-1430-C.D.

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

w/D

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

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 :

ORDER

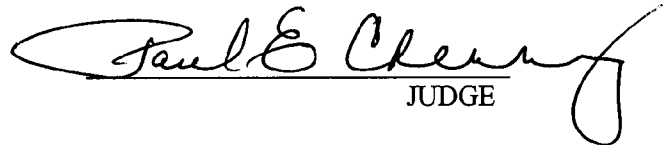
This 2nd day of May, 2005, it is hereby ORDERED and ADJUDGED as follows:

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

01/10/32/01
MAY 04 2005

William A. Shaw
Prothonotary/Clerk of Courts