

02-61-CD
PARIS UNIFORM RENTAL -vs- OUT OF THE WAY CAFE

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-61-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.		
Out of the Way Cafe		Ford 46-3-01		
ADDRESS OF APPELLANT		CITY	STATE	ZIP CODE
86 Maple Grove Road, Ringersburg, PA 16248				
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)	
12-17-2001	Paris Uniform Rental		vs. Out of the Way Cafe	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT			
TA 19 CV-0000554-01	<i>John W. Brown</i>			
LT 19				

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Paris Uniform Rental, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 02-61-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

John W. Brown
Signature of appellant or his attorney or agent

RULE: To Paris Uniform Rental, appellee(s)
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: January 11, 2001

William A. Shaw

Signature of Prothonotary or Deputy

FILED

B&B JAN 11 2002
2013301 Atty Trench pd
William A. Shaw \$80.00
Prothonotary C/o Atty

SCE 10-177

G 17-1000

100-10000

100-10000

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT*(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19_____*Signature of affiant**Signature of official before whom affidavit was made**Title of official*

My commission expires on _____, 19_____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PATelephone: **(814) 371-5321** 15801**PATRICK N. FORD**
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**PLAINTIFF: **PARIS UNIFORM RENTAL**
NAME and ADDRESS
P.O. BOX 1043
DUBOIS, PA 15801DEFENDANT: **OUT OF THE WAY CAFE**
NAME and ADDRESS
86 MAPLE GROVE RD
RIMERSBURG, PA 16248Docket No.: **CV-0000554-01**
Date Filed: **11/14/01****THIS IS TO NOTIFY YOU THAT:**

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **PARTS UNIFORM RENTAL**

Judgment was entered against: (Name) **OUT OF THE WAY CAFE**

in the amount of \$ **1,248.67** on: (Date of Judgment) **12/17/01**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 1,184.17
Judgment Costs	\$ 64.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,248.67
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12/17/01 Date Patrick N. Ford - pltf, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF JEFFERSON ;ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No.02-61 CD, upon the District Justice designated therein on (date of service) Jan. 16, 2002 by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Paris Uniform Rental, on Jan. 16, 2002 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on Jan. 16, 2002 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 16 DAY OF January, 2002

Carol A. Cox

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on August 29, 2002

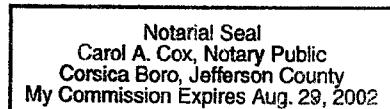
Spalding

Signature of affiant

FILED

JAN 17 2002
M 11:05 AM

William A. Shaw
Prothonotary



COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-61-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.		
Out of the Way Cafe		Ford 46-3-01		
ADDRESS OF APPELLANT		CITY	STATE	ZIP CODE
86 Maple Grove Road, Ringersburg, PA 16248				
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)		
12-17-2001	Paris Uniform Rental	vs. Out of the Way Cafe		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT			
TA19 CV-0000554-01 LT 19				

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Paris Uniform Rental, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Paris Uniform Rental, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: January 11, 2002

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

JAN 11 2002

Attest.

William C. Brink
Prothonotary/
Clerk of Courts

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(*Domestic Mail Only; No Insurance Coverage Provided*)

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

7000 1530 0000 9214 1164

Postmark Here

2002
PA
BROOKVILLE
U.S. POSTAL SERVICE
15825

Sent To
Patrick N. Ford, D.J.
Street, Apt. No.; or PO Box No.
309 Maple Avenue, P.O. Box 452
City, State, ZIP+4
DuBois, PA 15801

PS Form 3800, May 2000
See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

<p style="text-align: center;">U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p>											
OFFICIAL USE											
7000 1530 0000 9214 1171	<table border="1" style="width: 100px;"> <tr> <td style="padding: 5px;">Postage</td> <td style="padding: 5px;">\$.34</td> </tr> <tr> <td style="padding: 5px;">Certified Fee</td> <td style="padding: 5px;">2.10</td> </tr> <tr> <td style="padding: 5px;">Return Receipt Fee (Endorsement Required)</td> <td style="padding: 5px;">1.50</td> </tr> <tr> <td style="padding: 5px;">Restricted Delivery Fee (Endorsement Required)</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px; border-top: 1px solid black;">Total Postage & Fees</td> <td style="padding: 5px; border-top: 1px solid black;">\$ 3.94</td> </tr> </table>	Postage	\$.34	Certified Fee	2.10	Return Receipt Fee (Endorsement Required)	1.50	Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 3.94
Postage	\$.34										
Certified Fee	2.10										
Return Receipt Fee (Endorsement Required)	1.50										
Restricted Delivery Fee (Endorsement Required)											
Total Postage & Fees	\$ 3.94										
											
<p>Sent To Paris Uniform Rental Street, Apt. No.; or PO Box No. P.O. Box 1043</p>											
<p>City, State, ZIP+4 DuBOIS, PA 15801</p>											
<small>PS Form 3800, May 2000</small> <small>See Reverse for Instructions</small>											

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

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- Certified Mail is not available for any class of international mail.
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IMPORTANT: Save this receipt and present it when making an inquiry.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: 309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA

Telephone: (814) 371-5321 15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS

PARIS UNIFORM RENTAL
P.O. BOX 1043
DUBOIS, PA 15801

VS.

DEFENDANT: NAME and ADDRESS

OUT OF THE WAY CAFE
86 MAPLE GROVE RD
RIMERSBURG, PA 16248

Docket No.: CV-0000554-01
Date Filed: 11/14/01



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

02-11-01

Judgment was entered for: (Name) PARIS UNIFORM RENTAL

Judgment was entered against: (Name) OUT OF THE WAY CAFE

in the amount of \$ 1,248.67 on: (Date of Judgment) 12/17/01

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed.

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 1,184.17
Judgment Costs	\$ 64.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,248.67

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total: \$ _____

FILED

Date:	Place:
Time:	

JAN 21 2002

12-17-01/no cc

William A. Shaw
Prothonotary
Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12-17-01 Date Patrick N. Ford - PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

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

PARIS CLEANER'S, INC.t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS.

OUT OF THE WAY CAFÉ
Defendant

: No. 02 - 61 - CD
: TYPE OF CASE: Civil Action
: TYPE OF PLEADING:
: Complaint
: FILED ON BEHALF OF:
: Plaintiff
: COUNSEL OF RECORD FOR
: THIS PARTY:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
: 41 East Main Street
: Sykesville, PA 15865
: (814) 894 - 2497

FILED

FEB 04 2002

0/3/02 (14)
William A. Shaw
Prothonotary

2 cent to Attorney

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

PARIS CLEANER'S, INC.t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS. : No. 02 - 61- CD
OUT OF THE WAY CAFÉ,
Defendant

NOTICE TO DEFEND

You Have Been Sued In Court. If You Wish To Defend Against The
Claims Set Forth In The Following Pages, YOU MUST TAKE ACTION
WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND
NOTICE ARE SERVED, By Entering A Written Appearance Personally Or By
Attorney And Filing In Writing With The Court Your Defenses Or Objections To
The Claims Set Forth Against You. You Are Warned That If You Fail To Do So,
The Case May Proceed Without You And A Judgment May Be Entered Against
You By The Court Without Further Notice For Any Money Claimed In The
Complaint Or For Any Other Claim Or Relief Requested By The Plaintiff. You
May Lose Money Or 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:**

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

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

PARIS CLEANER'S, INC.t/d/b/a	:
PARIS UNIFORM RENTAL	:
Plaintiff	:
VS.	: No. 02 - 61-CD
OUT OF THE WAY CAFÉ	:
Defendant	:

COMPLAINT

AND NOW, comes the Plaintiff, PARIS CLEANER'S INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following Complaint against the Defendant, OUT OF THE WAY CAFE, and in support thereof avers as follows:

1. The Plaintiff is PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL, is a Pennsylvania Business Corporation having a principle business location of 67 Hoover Avenue, P.O. Box 1043, DuBois, Clearfield County, Pennsylvania 15801.
2. The Defendant, OUT OF THE WAY CAFÉ, managed by Linda D. Conner, is a restaurant business utilizing the fictitious name of Out of the Way Café and is located at R.D. #2, 86 Maple Grove Road, Rimersburg, PA 16248.
3. Prior to March, 2001, Out of the Way Café had obtained its textile rental needs from Tartan Textile. However, in March of 2001, Plaintiff acquired a certain portion of

the Tartan Textile business including a contract between Tartan Textile and the Defendant.

4. Subsequent to the purchase of a portion of Tartan Textile's business, Plaintiff began servicing the textile rental needs of Defendant under the terms of a prior agreement.

5. On or about April 16, 2001, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a new contract whereby Plaintiff would provide textile rental services to Defendant for a period of 156 consecutive weeks of service effective on May 10, 2001 through May 10, 2004. A copy of the fully executed agreement together with Addendum A thereto is attached to this Complaint and incorporated herein by reference as Exhibit "A".

6. Subsequent to the execution of the new contract dated April 16, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until August 2, 2001.

7. On August 2, 2001, when the Plaintiff's route driver attempted to deliver goods at Defendant's location, the rental items were refused and Defendant indicated they would no longer fulfill their obligations under the April 16, 2001 contract.

8. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Uniform Rental Agreement dated April 16, 2001.

9. At all times even subsequent to the breach, Plaintiff is/was prepared to fulfill its obligations under the contract.

10. Defendant has unilaterally and without just cause breached the terms of the Uniform Rental Agreement dated April 16, 2001, by refusing to accept and pay for textile rental services under the terms of the agreement.

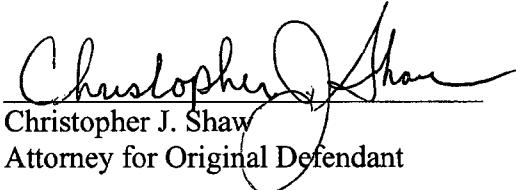
11. Due to the breach of the contract by the Defendant, Plaintiff has suffered damages that would be difficult to quantify, and as a result, Plaintiff demands the liquidated damages provided for under the terms of the contract, specifically 50% of the weekly rental amount of \$25.535 for the remaining 129 weeks of the contract or \$1,647.01.

12. As a result of the breach of the contract by the Defendant, Plaintiff has been forced to engage the services of legal counsel to enforce the terms of the contract by collecting the contractual damages for the breach of this contract by the Defendant.

13. To date, Plaintiff has expended the sum of \$350.00 in legal fees enforcing it's rights under the terms of the agreement and will continue to incur additional attorneys fees throughout the litigation of the breach of contract action. Plaintiff, pursuant to the terms of the contract, demands that Defendant be ordered to pay Plaintiff's attorneys fees being those reasonably necessary attorneys fees incurred to enforce the terms of the agreement in an yet undeterminable amount.

WHEREFORE, Plaintiff, PARIS CLEANER'S INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, OUT OF THE WAY CAFE. in an amount of **\$1,997.01** together with interest in an amount of 1.5% per month from September 3, 2001 on the liquidated damage portion of \$1,647.01, the date of the invoice for the contractual breach damages, together with additional attorneys fees in an undetermined amount plus costs of suit.

Respectfully,


Christopher J. Shaw
Attorney for Original Defendant

VERIFICATION

I, Jason G. McCoy, Secretary/Treasurer and CFO of Paris Uniform Rental, a division of Paris Cleaner's Inc., state that I am a duly authorize agent of the Plaintiff of this Complaint. I have read the foregoing Complaint and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

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

Jason G. McCoy

Dated: 2/1/01

SPECIAL PRICE CONTRACT AGREEMENT

PARIS UNIFORM
 P.O. Box 1043, DuBois, PA 15801
 (814) 375-9700 or (800) 832-2306
www.parisco.com

Customer: OUT OF THE WAY CAFE
 Address: RD 2 RIMERSBURG PA
 Phone: 8144736388
 Contact: _____
 Contract # 5107165 Start Date: _____

This agreement is made the 10 day of April, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and OUT OF THE WAY CAFE (hereinafter called "Customer")

Term: This agreement is effective as of the date of execution and service shall continue for 260 consecutive weeks from the date of installation. The agreement shall automatically renew for additional terms of 260 weeks unless Paris is notified in writing via certified mail, return receipt requested of Customer's intent to the contrary. Said writing to be received by Paris no more than 90 days and no less than 60 days in advance of the expiration of the then current term. Upon each 52 week anniversary date of this agreement, Paris will automatically increase the prices then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months said COLA increase not to exceed 6.0%.

Exclusive Rental: Customer agrees to exclusively rent from Paris and to pay for all of Customer's special product rental requirements during the term of this agreement, of the products at the prices and upon the conditions, as outlined below:

Item No.	Description	Delivery Frequency	Inv.	Unit Price	Replacement Value	Auto Replacement %
See Addendum A						

Payment shall be Net 10 days, EOM or COD.

Release: Unless specified in writing duly executed by both parties and attached hereto, the merchandise supplied under this agreement is not flame retardant or resistant to hazardous substances and contains no special flame retardant or hazardous substance resistant features. It is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Furthermore, Customer may use this merchandise in a manner beyond the control of Paris such that someone could be directly or indirectly injured by the products. Customer agrees to save, release, indemnify and hold Paris harmless from and against any loss, claim, expense including attorney's fees, or liability incurred by company as a result of the use of such Merchandise, and Customer shall not use the products in areas where contact with flame or hazardous substances is possible. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto Merchandise and agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances, if and if Paris so refuses, Customer agrees that it will purchase such items from Paris just as if lost by Customer.

Inventory: All products remain the property of the Paris and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen, or destroyed by fire, acid, paint, gross neglect, or otherwise, Customer will pay for said rental items at the replacement value listed above.

Quality/Service: Paris agrees that its quality of merchandise and processing shall be comparable to generally accepted standards in the industry. Paris will promptly replace any Rental items not meeting this standard at no cost to Customer. Paris shall maintain a regular delivery schedule. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this agreement, Customer will notify Paris in writing delivered by certified mail of any claimed service deficiencies. If Paris fails to remedy actual deficiencies within 60 days of notice, Customer may terminate this agreement provided all rental items are paid for at the rates listed above or are returned to the Paris in good and usable condition and provided further that Customer terminates this agreement in writing within 10 days following the expiration of the 60 day period for remedy.

Payment & Liquidated Damages: Customer shall pay all invoiced amounts within 10 days of invoice. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. If Customer should cancel, terminate, or breach this agreement, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 3 months prior to default multiplied by the remaining weeks of the initial or renewed term of the Agreement, and shall purchase all Inventory of Paris dedicated to the Agreement at the rates specified herein.

Additional Terms: The customer certifies that Paris is in no way infringing upon any existing contract between the Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall be filed in Clearfield County, Pennsylvania. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement.

Authorized Representative of Customer:

Paris Authorized Representative:

Paris General Manager:

Title

Parisa D. Canale
 manager

White - Corporate

Title

Tom Stewart
 District Manager

Canary - Office

Pink - Customer

Addendum A

1/26/01 ON#01 Paris Uniforms ##### Ship: OUT OF THE WAY CAFE
 Cust: 5107165 OUT OF THE WAY CAFE
 RD 2

2 RIVERSBURG PA RD 2 RIVERSBURG PA
 3 16248-0000 Last Price Inter. 16248-0000
 4 DC: 000 814 473 6368
 5 JAC: 1.50 COD
 6 15.00
 7 ABCDri
 8 DIV-NVN
 9 J-11-2001
 10 *** SETUP CHARGES ***

Loc/er Name SOIL BAGS/TICKET	Product Description BAGS SOIL BAGS/TICKETS	Estimated 0.00	Qty 1	Min \$ 1.0000	Sell \$ 0.0000	DO 0.00	Cost 0.00	Repl 0%	Repl IC 0.00	SW F 0	Size R
17999 BAGGER	BAGGER BAGGER	0.00	4	0.3000	0.00	0.00	0.00	0%	10.00	0	03/14/01
18999 DELIVERY CHARGE	DEL CHG DELIVERY CHARGE	2.50	1	1.0000	2.5000	0.00	0.00	0%	0.00	0	03/01/01
19999 DISH TWL WH LG DTWLWL3236	DISH TWL WH LG DTWLWL3236 DISH TWL WH LG 3236	12.00	80	0.5000	0.3000	0.00	0.00	2%	1.45	0	03/08/01
21999 ROLL TOWEL WHITROLLTWLHT ROLL TOWEL WHITE	ROLL TOWEL WHITROLLTWLHT ROLL TOWEL WHITE	16.68	4	4.0000	4.1700	0.00	0.00	0%	27.36	0	03/01/01
22999 JUMBO ROLL TISSUELET TIS.JUMBO ROLL TISSUE	JUMBO ROLL TISSUELET TIS.JUMBO ROLL TISSUE	0.00	0	6.74200	0.00	0.00	0.00	0%	0.00	0	03/01/01
23999 SUB-TOTAL:		31.18									
24999 LOCATION DOLLAR VALUE:		31.18									

FILED

FEB-04-2002

William A. Shaw
Prothonotary

This account has new owners T.S.

Linda D. Conner
 Name of person Authorized to Sign
 Linda D. Conner 4-10-2001
 Title Linda D. Conner
 Authorized Signature

L.C.
 This agreement is for 3-years
 L.C.

Linda D. Conner
 Name of person Authorized to Sign
 Linda D. Conner 4-10-2001
 Title Linda D. Conner
 Authorized Signature

Linda D. Conner
 Name of person Authorized to Sign
 Linda D. Conner 4-10-2001
 Title Linda D. Conner
 Authorized Signature

Linda D. Conner
 Name of person Authorized to Sign
 Linda D. Conner 4-10-2001
 Title Linda D. Conner
 Authorized Signature

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PARIS UNIFORM RENTAL, :
: Plaintiff, : CIVIL ACTION - LAW
: vs. : No.: 2002-61-CD
: OUT OF THE WAY CAFE, : Type of Pleading:
: Defendant. : PRAECIPE TO ENTER NON PROS
: : Filed on behalf of Defendant
: : Counsel of Record for this
: : Party:
: : Stephen W. French, Esquire
: : ACHILLE, ELLERMAYER & FRENCH
: : 379 Main Street
: : Brookville, PA 15825
: : 814 849-6701
: : I.D. No. 62150

FILED
FEB 27 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY

PARIS UNIFORM RENTAL :
: :
: Plaintiff, : :
: : No.: 2002-61-CD
vs. : :
: :
OUT OF THE WAY CAFE, : :
: :
: Defendant. : :

PRAECIPE TO ENTER NON PROS

TO THE PROTHONOTARY:

Please enter Judgment of Non Pros against the Plaintiff/Appellee in the above-captioned case pursuant to 1006 Pa.R.C.P.D.J.

Respectfully submitted,



Stephen W. French
Attorney for Defendant

Dated: February 26, 2002

FILED

FFB 27 2002

11/23/02 p.m

William A. Shaw

Prothonotary

no CC

cm
cc

NO TEN DAY NOTICE

NO CHECK

NO NOTICE'S

NO S/AS/RE

379 Main Street
Brookville, PA 15825-1221

ACHILLE, ELLERMEYER & FRENCH
Attorneys at Law

(814) 849-6701
Fax: (814) 849-2889

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PARIS UNIFORM RENTAL, :
: Plaintiff, : CIVIL ACTION - LAW
: vs. : No.: 2002-61-CD
: OUT OF THE WAY CAFE, : Type of Pleading:
: Defendant. : **ANSWER TO COMPLAINT AND
NEW MATTER**
: Filed on behalf of Defendant
: Counsel of Record for this
: Party:
: Stephen W. French, Esquire
: ACHILLE, ELLERMAYER & FRENCH
: 379 Main Street
: Brookville, PA 15825
: 814 849-6701
: I.D. No. 62150

FILED

MAR 20 2002

11:40 AM 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY

PARIS UNIFORM RENTAL	:	
	:	
	:	
Plaintiff,	:	
	:	No.: 2002-61-CD
vs.	:	
	:	
OUT OF THE WAY CAFE,	:	
	:	
	:	
Defendant.	:	

NOTICE TO PLEAD

TO: Plaintiff:

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are hereby notified to plead to the enclosed New Matter within twenty (20) days from service hereof or a default judgment may be entered against you.

Stephen W. French
Attorney for Defendant

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY

PARIS UNIFORM RENTAL :
: :
: Plaintiff, :
: : No.: 2002-61-CD
vs. :
: :
OUT OF THE WAY CAFE, :
: :
: Defendant. :
:

ANSWER TO COMPLAINT

AND NOW, comes the Defendant, by and through their attorney, Stephen W. French, Esquire, and files the following Answer to Complaint:

1. Admitted.
2. Denied. Linda D. Conner does not manage a restaurant business utilizing the fictitious name of Out of the Way Cafe but instead owns and operates Conner's Hideaway Cafe located at RD #2, 86 Maple Grove Road, Rimersburg, PA 16248. Linda D. Conner has owned and operated Conner's Hideaway Cafe since June 13, 2001. Linda D. Conner never had any ownership interest in any other business.
3. Denied. After reasonable investigation, the defendant is without sufficient knowledge or information as to form a belief as to the truth of falsity of the allegation and strict proof thereof is demanded at time of trial.

4. Denied. Tartan Textile never had a contract. Tartan Textile had a contract with Out of the Way Cafe which ceased to exist when Linda D. Conner purchased the restaurant/bar business and reopened under the fictitious name of Conner's Hideaway Cafe. By way of further response, after reasonable investigation, the defendant is without sufficient knowledge or information as to form a belief as to the truth of falsity of the allegation and strict proof thereof is demanded at time of trial.

5. Admitted in part and denied in part. Plaintiff entered into a contract with Out of the Way Cafe. Out of the Way Cafe was solely owned by Michael A. Birocco. Out of the Way Cafe ceased to exist on June 13, 2001. The contract between Plaintiff and Michael A. Birocco did not transfer to Linda D. Conner.

6. Denied. Plaintiff did not provide textile rental needs pursuant to the terms of the contract. Plaintiff breached the contract by providing insufficient textiles to meet the requirement of the contract and also charging more than specified in the contract. Linda D. Conner was required to launder the towels and linens because Plaintiff was not fulfilling the terms and conditions specified in the contract. Furthermore, the contract price was to be \$31.18 bi-weekly for 80 towels. The bill was always in excess of \$31.18 and the Plaintiff never delivered 80 towels but always delivered something less than that amount.

7. Denied. Plaintiff's route driver was not provided with sufficient textiles to fulfill the needs of Conner's Hideaway Cafe. Therefore, since Plaintiff could not supply the needs of the business, Conner's Hideaway Cafe terminated their service. Plaintiff did not provide textile rental needs pursuant to the terms of the contract. Plaintiff breached the contract by providing insufficient textiles to meet the requirement of the contract and also charging more than specified in the contract. Linda D. Conner was required to launder the towels and linens because Plaintiff was not fulfilling the terms and conditions specified in the contract. Furthermore, the contract price was to be \$31.18 bi-weekly for 80 towels. The bill was always in excess of \$31.18 and the Plaintiff never delivered 80 towels but always delivered something less than that amount.

8. Denied. Plaintiff was not providing the number of product specified in the contract, nor did the Plaintiff adhere to the cost quoted in the contract of \$31.18 pursuant to the contract which indicated "No price increase for 2 years". Enclosed are copies of the contract with the handwritten, initialed addendum plus invoices of Plaintiff showing lack of product and increased cost.

9. Denied. Plaintiff was not providing the number of product specified in the contract nor did the Plaintiff adhere to the cost quoted in the contract of \$31.18 pursuant to the contract which indicated "No price increase for 2 years".

Enclosed are copies of the contract with the handwritten, initialed addendum plus invoices of Plaintiff showing lack of product and increased cost.

10. Denied. Plaintiff was not providing the number of product specified in the contract, nor did the Plaintiff adhere to the cost quoted in the contract of \$31.18 pursuant to the contract which indicated "No price increase for 2 years".

Enclosed are copies of the contract with the handwritten, initialed addendum plus invoices of Plaintiff showing lack of product and increased cost. Therefore, it was Plaintiff who breached any contract that may have existed.

11. Denied. Plaintiff is not due liquidated damages as Plaintiff breached the contract by not providing sufficient product as specified in the contract. Furthermore, Out of the Way Cafe no longer exists. By way of further response, this is a legal conclusion for which no response is deemed necessary.

12. Denied. Defendant, Out of the Way Cafe, is no longer in existence; therefore, there is no contract to violate. After reasonable investigation, the defendant is without sufficient knowledge or information as to form a belief as to the truth of falsity of the allegation and strict

13. Denied. After reasonable investigation, the defendant is without sufficient knowledge or information as to form a belief as to the truth of falsity of the allegation and strict proof thereof is demanded at time of trial.

WHEREFORE, Conner's Hideaway Cafe requests that this action be dismissed as the Defendant, Out of the Way Cafe, is out of existence as of June 11, 2001. On this date Linda D. Conner and her husband purchased the real property and equipment and reopened the business under the name of Conner's Hideaway Cafe. Conner's Hideaway Cafe never signed a contract with Plaintiff.

NEW MATTER

14. The defendant, Out of the Way Cafe, ceased to exist on June 13, 2001, when the business closed.

15. The Plaintiff, Paris Uniform Rental, never performed their duties under the terms specified in the agreement attached to Plaintiff's Complaint. Specifically, the Plaintiff did not provide the required services nor did the Plaintiff adhere to the billing terms of their own contract.

WHEREFORE, Defendant, Conner's Hideaway Cafe, requests that this Honorable Court find in Defendant's favor and/or this action be dismissed as the Defendant, Out of the Way Cafe, is out of existence as of June 13, 2001. Furthermore, Plaintiff breached their own handwritten agreement with the Defendant by not supplying the appropriate amount of product and did not adhere to the billing price set forth in this agreement.

Respectfully submitted,



Stephen W. French
Attorney for Defendant

VERIFICATION

I, Linda D. Conner, depose and say that I was the manager Out of the Way Cafe, the Defendant herein and verify that the statements made in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information, and belief.

The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 3-25-2002 Linda D. Conner
By: Linda D. Conner



PARIS UNIFORM RENTAL AND SUPPLY COMPANY

67 Hoover Ave. • P.O. Box 1043 • DuBois, PA 15801-1043
Phone (814) 375-9700 • Fax (814) 375-1209 • Fed. ID. #25-1152501 PAGE 1 [7 4]

INVOICE NO 537930

PAYMENT TERMS COD

PO #

DATE 05/24/01

OUT OF THE WAY CAFE

RD 2
DIMERSBURG PA 16248 0000
PHONE 814 473 6388

**CUSTOMER RESPONSIBLE FOR LOST AND DAMAGED MERCHANDISE.
IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 1-800-832-2306.**

PLEASE NOTE: THIS DELIVERY IS BEING MADE PURSUANT TO A SERVICE AGREEMENT BETWEEN YOU, OUR CUSTOMER, AND OUR COMPANY.

SIGNATURE

X

**ACKNOWLEDGMENT OF SOIL PICK-UP
AND CLEAN DELIVERY QUANTITIES**

TERMS: NET 10 DAYS (1.5% per month service charge shall be added to any invoices past due.)

Thank You For Your Business!

INVOICE AMOUNT

ADJUSTMENTS

**ADJUSTED
INVOICE AMOUNT**

51.07

CASH
COLLECTED

51.07

VOICE NO 537930
INVOICE DATE 05/24/01

INVOICE DATE 03/24/01
CUSTOMER NAME OUT OF THE WAY CAFE

CUSTOMER NAME: 81-111111111111111111

REMIT TO: PARIS UNIFORM RENTAL
AND SUPPLY COMPANY
PO BOX 1043
DuBOIS PA 15801-1043

PAYMENT AMOUNT \$

PLEASE DETACH AND RETURN WITH PAYMENT

Addendum A

26/01 #44444 Paris Uniforms ##### Ship: OUT OF THE WAY CAFE
t: 5107165 OUT OF THE WAY CAFE

RD 2

RIMERSBURG PA
16248 0000

Last Price Invr

000 814 473 6388

C:

1.50

D: 25.00

ABCMD

LIVNNVNVN

LI:NVNVN

RD 2
RIMERSBURG PA
16248 0000

Deliv: N N N Y N N N

Route: 7

Stop:

Mth:

0

Back Bill

N N N Y N N N

4 5 1 4 4 4 4

S15M

50

*** SETUP CHARGES ***

#	Locker, Name	Product Description	Estimated	Qty	Min	Sell \$	DO	Cost	Rep1	Replic	Sh	F	Size
999	SOIL BAGS/TICKET	BAGS SOTL BAGS/TICKETS	0.00	1	1.0000	0.0000	0.00	0.00	0%	10.00	0	R	03/01/01
999	DELIVERY CHARGE	DELCHG DELIVERY CHARGE	2.50	1	1.0000	2.5000	0.00	0.00	0%	0.00	0	R	03/03/01
999	BAGGER	BAGGER BAGGER	0.00	4	0.3000	0.00	0.00	0.00	0%	10.00	0	R	03/01/01
999	DISH TBL WH LG D1W1WL3236	DISH TBL WH LG 3236	12.00	80	5.0000	0.3000	0.00	22	1.45	0	R	03/01/01	
999	ROLL TOWEL WHITROLLTWLWHT	ROLL TOWEL WHITE	16.68	4	4.0000	4.1700	0.00	0%	27.36	0	R	03/01/01	
999	JUMBO ROLL TISSUETOILET TIS JUMBO ROLL TISSUE	JUMBO ROLL TISSUETOILET TIS JUMBO ROLL TISSUE	0.00	0	67.4200	0.00	0.00	0%	0.00	0	R	03/01/01	
	Sub-Total:			31.18									
	LOCATION DOLLAR VALUE:			31.18									

This agreement is for 2 years, L.C.
No price increase for 2 years, L.C.

This account has new owners

Closing is not final. L.C.

Tom Stewart
Paris Representative
Signature - Paris Representative

Paris General Manager Date

Authorized Signature



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0061-CD

Paris Uniform Rental vs. Out of the Way Café

Dear Christopher J. Shaw, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

David S. Meholick

David S. Meholick
Court Administrator

FILED

SEP 12 2005

William A. Shaw
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0061-CD
Paris Uniform Rental vs. Out of the Way Café

Dear Stephen French, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before **November 17, 2005.**

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Paris Uniform Rental

Vs.

02-0061-CD

Out of the Way Café

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005

William A. Shaw
Prothonotary/Clerk of Courts