

02-506-CD
PARIS UNIFORM RENTAL -vs- DECOR JET CENTER

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

02-506-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.

Paris Uniform Rental

NAME OF APPELLANT

P. O. Box 1043

ADDRESS OF APPELLANT

CITY

MAG. DIST. NO. OR NAME OF D.J.

46-3-01

ZIP CODE

DuBois

DATE OF JUDGMENT

PA

15801

IN THE CASE OF (Plaintiff)

3/07/02

Paris Uniform Rental

(Defendant)

CLAIM NO.

vs. Degol Jet Center

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

CV 198 02-0000031

LT 19

Christopher J Shaw

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 _____, 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 _____, 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: April 1, 2002

William A. Shaw

Signature of Prothonotary or Deputy

FILED

APR 04 2002

08/50/02 J. Shaw
William A. Shaw pd \$0.00
Prothonotary C. J. Shaw

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

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; 88

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) _____, 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, sencer'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, PA

Telephone: **(814) 371-5321** **15801**

PARIS UNIFORM RENTAL
P.O. BOX 1043
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

DEGOL JET CENTER
580 S LOYALSOCK AVE
MONTOURSVILLE, PA 17754

Docket No.: **CV-0000031-02**
Date Filed: **1/14/02**



THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT

Judgment was entered for: (Name) DEGOL JET CENTER

Judgment was entered against: (Name) PARIS UNIFORM RENTAL

in the amount of \$.00 on:

(Date of Judgment) 3/07/02

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	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>

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.

3-7-02 Date Patrick N. Ford-PWF, District Justice

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

Date _____, District Justice

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

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

VS.

DEFENDANT: NAME and ADDRESS

DEGOL JET CENTER
580 S LOYALSOCK AVE
MONTOURSVILLE, PA 17754

Docket No.: **CV-0000031-02**
Date Filed: **1/14/02**



02-Solo-CD g
[Handwritten signature]

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

Judgment was entered for: (Name) **DEGOL JET CENTER**

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

in the amount of \$ **.00** on: (Date of Judgment) **3/07/02**

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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

FILED

m 19:10
APR 15 2002

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.

3-7-02 Date *Patrick N. Ford POF*, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: 107 NORTH BRADY STREET
DUBOIS, PA

Telephone: (814) 371-5321 15801

PLAINTIFF

Turis Uniform Rental
PO Box 1043
Dubois PA 15801

NAME and ADDRESS

DEFENDANT:

DeGol Jet Center
580 South Loyalsock Ave
Montoursville PA 17754

NAME and ADDRESS
Docket No: CV 31-02
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>57.50</u>	<u>1/1</u>
SERVING COSTS	\$ <u> </u>	<u>1/1</u>
TOTAL	\$ <u>57.50</u>	<u>1/1</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 1040.70 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Breach of contract - \$1204.32
Non payment of rental services 486.38

Shannon M. Leonard verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. S.C.A. § 4904) related to unsworn falsification to authorities.

Shannon M. Leonard
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: _____ Address: _____

Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02:506:CD

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.

Paris Uniform Rental		NAME OF APPELLANT			MAG. DIST. NO. OR NAME OF D.J.		
P. O. Box 1043		CITY		46-3-01			
ADDRESS OF APPELLANT		STATE		ZIP CODE			
D. J. 46-3-01		P. O. Box 1043					
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		vs. (Defendant)				
3/07/02	Paris Uniform Rental		D. J. 46-3-01				
CLAIM NO.	CV 19-02-0000031		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT				
LT 19			<i>Christopher J. Hess</i>				
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.				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.			
				Signature of Prothonotary or Deputy			

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 _____, 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 _____, 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: April 4, 2002

Willie L. Hess

Signature of Prothonotary or Deputy

FILED

APR 15 2002
011331ncc
William A. Brown
Prothonotary

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

APR 04 2002

Attest.

Lee A. Brown
Prothonotary/
Clerk of Courts

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

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF JEEFFERSON ; 88

AFFIDAVIT: I hereby swear or affirm that I served

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 5th DAY OF April, 2002

Christopher J. Shaw
Signature of affiant

Signature of affiant

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission April 16 xx 2005

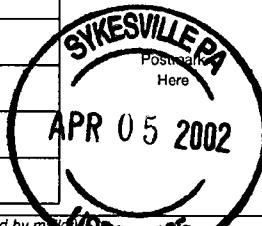
NOTARIAL SEAL
DONNA L. MEHOK, NOTARY PUBLIC
SYKESVILLE BOROUGH, COUNTY OF JEFFERSON
MY COMMISSION EXPIRES APRIL 16, 2005

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

Article Sent To:

Patrick N. Ford, D.J.

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	150
Total Postage & Fees	\$ 374



Name (Please Print Clearly) (to be completed by mailer)
Christopher J. Shaw, Esquire

Street, Apt. No., or P.O. Box No.

41 E. Main St.

City, State, ZIP+4

Sykesville, PA 15865

PS Form 3800, July 1999

See Reverse for Instructions

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

Article Sent To:

Degol Jet Center

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	150
Total Postage & Fees	\$ 374



Name (Please Print Clearly) (to be completed by mailer)

Christopher J. Shaw, Esquire

Street, Apt. No., or P.O. Box No.

41 E. Main St.

City, State, ZIP+4

Sykesville, PA 15865

PS Form 3800, July 1999

See Reverse for Instructions

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.

DEGOL JET CENTER, INC.
Defendant

: No. 02 - 506 - 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

APR 15 2002
01/31/02
William A. Shaw
Prothonotary

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 - 506- CD
	:	
DEGOL JET CENTER, INC.	:	
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 - 506-CD
DEGOL JET CENTER, INC.	:
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, DEGOL JET CENTER, INC., 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, DEGOL JET CENTER, INC., is a Corporation having a business address of 580 South Loyalsock Avenue, Montoursville, Pennsylvania 17754.
3. On or about July 24, 1997, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract whereby Plaintiff would provide textile rental services to Defendant for a period of 260 consecutive weeks of service effective on August 28, 1997 through August 28, 2002. A copy of the fully executed

agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. Subsequent to the execution of the contract dated July 24, 1997, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until October 17, 2001.

5. On October 17, 2001, Defendant notified Plaintiff that it would no longer accept delivery of the contracted items and in fact claimed to have returned all uniforms on October 18, 2001 and Defendant further indicated they would no longer fulfill their obligations under the July 24, 1997 contract.

6. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Uniform Rental Agreement dated July 24, 1997.

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

8. Defendant has unilaterally and without just cause breached the terms of the Uniform Rental Agreement dated July 24, 1997, by refusing to accept and pay for textile rental services under the terms of the agreement.

9. 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 \$30.88 for the remaining 39 weeks of the contract or \$1,204.32.

10. In addition to the liquidated damage provisions provided for in the contract, Defendant has failed to pay for services rendered prior to Defendant's breach of the contract in an amount of \$422.00, for which Defendant was duly invoiced under invoice

number 621925 and Defendant has failed to pay the same despite its obligation to do so. A copy of this invoice is attached hereto and incorporated herein by reference as Exhibit "B".

11. 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.

12. To date, Plaintiff has expended the sum of \$500.00 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, DEGOL JET CENTER, INC. in an amount of **\$2,126.32** together with interest in an amount of 1.5% per month from November 18, 2001 together with additional attorneys fees in an undetermined amount plus costs of suit.

Respectfully,

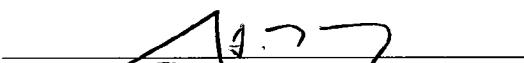


Christopher J. Shaw
Attorney for Plaintiff

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: 4/15/02

PARIS UNIFORM RENTAL & SUPPLY
P.O. BOX 1043
DUBOIS, PA 15801
PHONE: (814) 375-9700 (800) 832-2306 FAX: (814) 375-1209

ACCOUNT NAME: DE GOL JET CENTER INC	TELEPHONE: (717) 368-2651
DELIVERY ADDRESS: 580 S. LOYAL SOCK AVE	FAX: (717) 368-8651
MONTUESSVILLE PA 17754	START DATE: 08-28-97
BILLING ADDRESS:	CONTRACT #: 23299
SANTE	NEW: <input checked="" type="checkbox"/> EXISTING: <input type="checkbox"/>
CONTACT NAME: GENE McCLEEE	PAYMENT TERMS: NET 30

RENTAL AGREEMENT

This agreement is made the 24 day of July, 1997 between Paris Cleaners, Inc., dba Paris Uniform Rental, (hereinafter called "Paris") and DEGOL JET CENTER (hereinafter called "Customer"). The Customer agrees to rent and pay for all of Customer's requests for garments and other items (Merchandise) and related services in accordance with the schedule, charges, terms and conditions contained herein.

1	EMPLOYEES WITH	5	CHANGES PER WEEK	GARMENT	PTIONV / SP50/60 RW	WEEKLY CHG.	5.25
3	EMPLOYEES WITH	4	CHANGES PER WEEK	GARMENT	PTIONV / SP50/60 RW	WEEKLY CHG.	4.20
1	EMPLOYEES WITH	3	CHANGES PER WEEK	GARMENT	PTIONV / SP50/60 RW	WEEKLY CHG.	3.15
6	EMPLOYEES WITH	1	CHANGES PER WEEK	GARMENT	JT22 NV	WEEKLY CHG.	1.50
1	EMPLOYEES WITH	5	CHANGES PER WEEK	GARMENT	PTIONV / SP50/60 RW	WEEKLY CHG.	6.75
EMPLOYEES WITH			CHANGES PER WEEK	GARMENT	WEEKLY CHG.		

ALLIED PRODUCTS

REPLACEMENT PARTS Grade B. EQUIPMENT INSTALLED

APPLICABLE CHARGES

UNITS	DESCRIPTION	PRICE	Preparation Charges	\$1.00/ garment	NONE
			Personal Name Emblem	\$1.00/embblems	NONE
			Company Name Emblem	\$2.50/embblems	NONE
			Environmental Charge	2.00 /del./loc.	

SPECIAL CONDITIONS
~~* SP50RW / SP60RW ARE ON BUY-OUT AGREEMENT~~

The Customer warrants that it is not under contract with any other Party for furnishing of garments or other rental items covered by this Agreement or available from Paris.

WALTER. F. McCLURE

NAME OF PERSON AUTHORIZED TO SIGN (print)

General Manager 7-29-97
TITLE DATE

Walter E. Hahn
AUTHORIZED SIGNATURE

Sandy Edie C
PARTS REPRESENTATIVE NAME (print)

1. A. Clew

~~SIGNATURE - PARIS REPRESENTATIVE~~

Boice Fields 8-1-97
PARIS GENERAL MANAGER

TERMS

This Agreement is effective on the date hereof ("Anniversary Date"), or from the date Merchandise is first installed on Customer's premises, whichever is later, and shall continue for 260 consecutive weeks. Renewal will be automatic for another 52 consecutive service weeks unless terminated earlier pursuant hereto. Either party may terminate this agreement at the end of any period and must give the other written notice of termination at least 60 days before the end of the then current contract term by certified mail, return receipt requested. The terms of this Agreement shall apply to all increases or additions in Merchandise and related services.

LOSSES

Merchandise supplied to Customer under this Agreement is the property of Paris. Merchandise that is lost or damaged, or is not returned upon termination, shall be paid for by Customer at the following rates:

Shirts - \$18.00	Pants - \$22.00
Coveralls - \$35.00	Jackets - \$34.00

INVENTORY

Customer may increase or reduce the garments and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer is obliged to notify Paris immediately of an employee's termination and to immediately return the garments issued to that employee. No more than 50% of garments or other rental items serviced under this agreement can be cancelled prior to expiration date. The weekly rental charges will continue until the later of the return of all garments or the expiration of the agreement.

PRICE

Customer agrees to pay supplier for the services at the prices and terms agreed to on the reverse side of this form. Garment prices are guaranteed through the length of the contract. The allied product and equipment charges then in effect shall be automatically increased by the amount of the increase in the Consumer Price Index over the previous twelve months not to exceed 3% upon each Anniversary Date of this Agreement. In addition, charges may be imposed or changed from time to time by separate written notice or by notation on Customer's invoice. Except for CPI increases, Customer may reject such increased or additional charges by notifying Paris in writing within ten days after receipt of notice of such charges. Should the customer reject the new price the supplier may at its option cancel this service agreement and be relieved of further liability from that date forward.

QUALITY/SERVICE

Paris agrees that its quality of merchandise and processing shall be comparable to generally accepted standards from a commercial laundry. Paris agrees to replace promptly any Rental items that do not meet this standard at no cost to the Customer. Paris agrees to maintain a regular delivery schedule. In the event that such service should fail, through no fault of the Customer, Paris shall make such special deliveries at no charge to the Customer to rectify the service failure. It is agreed upon that if the Customer finds the service to be unacceptable from commercial laundry standards, the customer will send by certified mail, a list of service deficiencies and/or examples to Paris. Paris will have a period of 60 days to correct those problems raised in the letter. After 60 days any deficiencies which have been communicated to Paris and which were not corrected are cause for termination of the service agreement. Termination notification must be in writing and mailed to Paris within ten days of the end of the sixty day period.

FLAMMABILITY

Unless specified in writing herein, 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. Customer agrees to 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 in areas where contact with flame or hazardous substances is possible. Customer is obliged 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.

PAYMENT/REMEDIES

Paris will furnish the Customer with an invoice at the time of each delivery. Payment is due within ten days of invoice. Only authorized accounts will receive a monthly statement, which must be paid within ten days of receipt. A finance charge of 1.5% will be added to the balance if not paid within sixty days of invoice date. All delinquent charge accounts may be put on C.O.D. In the event that Customer defaults in performance of any provision of this agreement, Paris shall have the right, at its option, to suspend performance of its obligations hereunder until customer has cured all such defaults and provided Paris with reasonable assurance satisfactory to it, as future defaults will not occur. Customer shall during any such suspension period remain liable to Paris for the liquidated damages for the remainder of the term or until the default has been cured and assurance of future performance satisfactory to Paris has been provided.

LIQUIDATED DAMAGES

If Customer should breach or terminate this Agreement except in accordance with the paragraph Quality/Service, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of average weekly charges during the 3 months prior to termination multiplied by the weeks remaining in the unexpired term; or, buy Merchandise at the terms stated above, whichever is greater; and pay all loss or damage charges and all unpaid invoices or statements.

AGREEMENT

This agreement shall be binding on supplier and customer and their respective heirs and successors for the terms of the agreement. This agreement may not be assigned by customer without the prior written consent of Paris. Any such assignment that may be consented to shall not relieve Customer of ongoing liability. The customer shall pay all costs including reasonable attorney fees or arbitration fees incurred by Paris enforcing any terms of this agreement. If any provision hereof is determined to be invalid by a court of competent jurisdiction the remaining terms and conditions hereof shall remain in full force and effect. Any litigation under this agreement must be commenced and conducted before the Court of Common Pleas of Clearfield County. Both parties consent to said court exercising jurisdiction. This agreement shall be governed by and construed in accord with laws of the Commonwealth of Pennsylvania.



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 [22 4]

INVOICE NO 621925

PAYMENT TERMS CHG

PO #

DATE 11/15/01

SHIP

TO

DE GOL JET CENTER INC

580 SOUTH LOYAL SOCK AVE
MONTOURSVILLE, PA 17754 0000
PHONE 717 368 8651CUSTOMER RESPONSIBLE FOR LOST AND DAMAGED MERCHANDISE.
IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL 1-800-832-2306PLEASE NOTE: THIS DELIVERY IS BEING MADE PURSUANT TO A SERVICE
AGREEMENT BETWEEN YOU, OUR CUSTOMER, AND OUR COMPANY.

MAN. NO. FREQ.	DESCRIPTION OF SERVICE	INVENTORY ISSUED					DEL. QTY.	BILLED AMOUNT	ADJ. AMOUNT +/-
		P	S	J	C	OTHER			
12	PT20CH SHORTAGE BOWERS JAMES					1		0.00	
	RPLCSHORTAGE BOWERS JAMES						1	22.00	
12	SP24RD SHORTAGE BOWERS JAMES					1		0.00	
	RPLCSHORTAGE BOWERS JAMES						1	18.00	
15	PT20CH SHORTAGE WARNER DON					1		0.00	
	RPLCSHORTAGE WARNER DON						1	22.00	
15	SP24RD SHORTAGE WARNER DON					2		0.00	
	RPLCSHORTAGE WARNER DON						2	36.00	
25	PT20CH SHORTAGE SAYRE JEFF					2		0.00	
	RPLCSHORTAGE SAYRE JEFF						2	44.00	
25	SP24RD SHORTAGE SAYRE JEFF					1		0.00	
	RPLCSHORTAGE SAYRE JEFF						1	18.00	
31	PT20CH SHORTAGE GIBBS JASON					3		0.00	
	RPLCSHORTAGE GIBBS JASON						3	66.00	
31	SP24RD SHORTAGE GIBBS JASON					3		0.00	
	RPLCSHORTAGE GIBBS JASON						3	54.00	
34	PT20CH SHORTAGE CHILCOT TODD					4		0.00	
	RPLCSHORTAGE CHILCOT TODD						4	88.00	
34	SP24RD SHORTAGE CHILCOT TODD					3		0.00	
	RPLCSHORTAGE CHILCOT TODD						3	54.00	

SIGNATURE

X

ACKNOWLEDGMENT OF SOIL PICK-UP
AND CLEAN DELIVERY QUANTITIESTERMS: NET 10 DAYS (1.5% per month
service charge shall be added to any invoices past due.)

Thank You For Your Business!

INVOICE AMOUNT

422.00

CASH
COLLECTED

ADJUSTMENTS

ADJUSTED
INVOICE AMOUNT

INVOICE NO. 621925

INVOICE DATE 11/15/01

CUSTOMER NAME DEGOL JET CENTER, INC

CUSTOMER NO. 4571/ 0

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

PAYMENT AMOUNT \$ _____

PLEASE DETACH AND RETURN WITH PAYMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

02-506-CJ

PARIS CLEANER'S, INC., t/d/b/a
PARIS UNIFORM RENTAL, : NO. 2002-GN 561 →
: :
Plaintiff, : PRELIMINARY OBJECTIONS
: :
vs. : :
DEGOL JET CENTER, INC., : :
: :
Defendant. : Filed on Behalf of Defendant
: :
: DEGOL JET CENTER, INC.
: :
: Counsel for filing party:
: M. David Halpern, Esquire
: PA I.D. #01570
: Park View Center
: Ten Sheraton Drive
: P.O. Box 2024
: Altoona, PA 16603
: (814) 943-1149

FILED

MAY 03 2002
mjl:as/ncc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PARIS CLEANER'S, INC., t/d/b/a	:	NO. 2002 GN 561
PARIS UNIFORM RENTAL,	:	
	:	
Plaintiff,	:	
	:	PRELIMINARY OBJECTIONS
	:	
vs.	:	
	:	
DEGOL JET CENTER, INC.,	:	
	:	
Defendant.	:	

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes Defendant, **DEGOL JET CENTER, INC.**, by and through its attorneys, **JUBELIRER, CAROTHERS, KRIER & HALPERN**, and files the following Preliminary Objections to Plaintiff's Complaint and states:

I. IMPROPER VENUE

1. The complaint asserts a breach of contract claim pursuant to a contract, which required plaintiff to provide rental uniforms for the defendant. The complaint alleged that the defendant breached the contract by refusing to accept and pay for the services rendered by the plaintiff without just cause.
2. On January 14, 2002, the plaintiff filed a compliant in Magisterial District Court before District Justice Patrick N. Ford. District Justice Ford entered judgment in favor of the defendant, DeGol Jet Center, Inc. on March 7, 2002, following a hearing on the matter.
3. On April 4, 2002, the plaintiff filed a notice of appeal to the Court of Common Pleas in Clearfield County and on April 15, 2002, the plaintiff filed its' complaint.

4. Pennsylvania Rule of Procedure for District Justices 1007(A) states that a "proceeding on appeal shall be conducted *de novo* in accordance with the Rules of Civil Procedure that would be applicable if the action was initially commenced in the court of common pleas."

5. Pennsylvania Civil Rule of Procedure 1028(a)(1) allows for a party to file preliminary objections to any pleading on the grounds of improper venue.

Pa.R.C.P. 2179(a) states,

a personal action against a corporation or similar entity may be brought in and only in

- (1) the county where its registered office or principal place of business is located;
- (2) a county where it regularly conducts business;
- (3) the county where the cause of action arose;
- (4) a county where a transaction or occurrence took place out of which the cause of action arose.

Pa.R.C.P. 2179(a).

6. Plaintiff's complaint fails to make any averment indicating that Clearfield County is the appropriate venue for this matter.

7. The defendant is corporation, which is registered and maintains a principal place of business in Mountoursville, Lycoming County, Pennsylvania.

8. The defendant conducts chartered flights originating from Lycoming County to points along the East Coast but not to points within Clearfield County, thus it does not regularly conduct business within Clearfield County.

9. The cause of action did not arise from Clearfield County, in fact, plaintiff states in its' complaint that the origin of the cause of action is defendant's notification "that it would no longer accept delivery of the contracted items." See Complaint, paragraph 5. Clearly, the crux of the contract was for the plaintiff to deliver all garments to the defendant at the defendant's place of business in Lycoming County.

10. No transaction or occurrence from which the cause of action arose occurred in Clearfield County. The contract required the plaintiff to deliver uniforms to the defendant at the defendant's place

4. Pennsylvania Rule of Procedure for District Justices 1007(A) states that a "proceeding on appeal shall be conducted *de novo* in accordance with the Rules of Civil Procedure that would be applicable if the action was initially commenced in the court of common pleas."

5. Pennsylvania Civil Rule of Procedure 1028(a)(1) allows for a party to file preliminary objections to any pleading on the grounds of improper venue.

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a personal action against a corporation or similar entity may be brought in and only in

- (1) the county where its registered office or principal place of business is located;
- (2) a county where it regularly conducts business;
- (3) the county where the cause of action arose;
- (4) a county where a transaction or occurrence took place out of which the cause of action arose.

Pa.R.C.P. 2179(a).

6. Plaintiff's complaint fails to make any averment indicating that Clearfield County is the appropriate venue for this matter.

7. The defendant is corporation, which is registered and maintains a principal place of business in Mountoursville, Lycoming County, Pennsylvania.

8. The defendant conducts chartered flights originating from Lycoming County to points along the East Coast but not to points within Clearfield County, thus it does not regularly conduct business within Clearfield County.

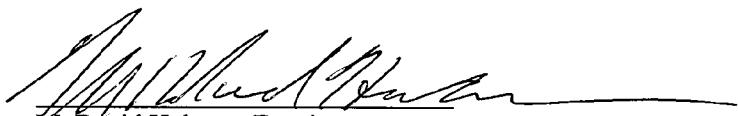
9. The cause of action did not arise from Clearfield County, in fact, plaintiff states in its' complaint that the origin of the cause of action is defendant's notification "that it would no longer accept delivery of the contracted items." See Complaint, paragraph 5. Clearly, the crux of the contract was for the plaintiff to deliver all garments to the defendant at the defendant's place of business in Lycoming County.

10. No transaction or occurrence from which the cause of action arose occurred in Clearfield County. The contract required the plaintiff to deliver uniforms to the defendant at the defendant's place

of business. The defendant did not enter Clearfield County in connection with this contract. Each transaction or occurrence in connection with this contract took place in Lycoming County.

WHEREFORE, the plaintiff has improperly brought this action in Clearfield County, as it is the improper venue for this action pursuant to Pa.C.R.P. 2179(a). The defendant requests this action be removed from the Clearfield County Court of Common Pleas, as it is the improper venue.

Respectfully submitted,



M. David Halpern
M. David Halpern, Esquire
PA I.D. #01570
Attorney for Defendant, DeGol Jet Center, Inc.
10 Sheraton Drive
Altoona, PA 16601
(814) 943-1149

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing Preliminary Objections on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 2nd day of May, 2002, and addressed as follows:

Christopher J. Shaw, Esquire
41 East Main Street
Sykesville, PA 15865
(814) 894-2497
Counsel for Plaintiff

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: M. David Halpern
M. David Halpern, Esquire
PA I.D. #01570
Attorney for the Defendant

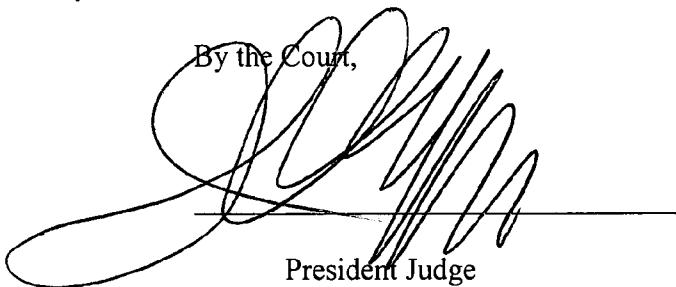
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

PARIS CLEANER'S, INC., t/d/b/a :
PARIS UNIFORM RENTAL :
-vs- : No. 02 - 506 - CD
DEGOL JET CENTER, INC. :

O R D E R

NOW, this 8th day of August, 2002, upon consideration of Preliminary Objections to Venue in the above-captioned matter, and argument thereon, it is the ORDER of this Court that Defendant shall, within 20 days from date hereof, submit a brief addressing the issue of the apparent agreement of the parties that venue shall lie in Clearfield County. Plaintiff shall file a reply brief within ten days thereafter.

By the Court,

President Judge

FILED

AUG 08 2002
011:44 PM Icc atty Shaw
William A. Shaw
Prothonotary

Iccatty Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PARIS CLEANER'S, INC., t/d/b/a
PARIS UNIFORM RENTAL, : *02-506-CJ*
Plaintiff, : NO. 2002 GN 561
vs. :
DEGOL JET CENTER, INC., :
Defendant. : Filed on Behalf of Defendant
: **DEGOL JET CENTER, INC.**
: Counsel for filing party:
: M. David Halpern, Esquire
: PA I.D. #01570
: Park View Center
: Ten Sheraton Drive
: P.O. Box 2024
: Altoona, PA 16603
: (814) 943-1149

FILED

AUG 19 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL,	:	NO. 2002 GN 561
Plaintiff,	:	
	:	
	:	DEFENDANT'S WITHDRAWAL OF PRELIMINARY OBJECTIONS
vs.	:	
DEGOL JET CENTER, INC.,	:	
	:	
Defendant.	:	

**DEFENDANT'S WITHDRAWAL OF
PRELIMINARY OBJECTIONS**

AND NOW, comes Defendant, **DEGOL JET CENTER, INC.**, by and through its attorneys, **JUBELIRER, CAROTHERS, KRIER & HALPERN**, and files the following Withdrawal of Preliminary Objections as follows:

On January 14, 2002, the plaintiff filed a compliant in Magisterial District Court before District Justice Patrick N. Ford. Following a hearing on the matter, District Justice Ford entered judgment in favor of the defendant, DeGol Jet Center, Inc. on March 7, 2002. Thereafter, on April 4, 2002, the plaintiff filed a notice of appeal to the Court of Common Pleas in Clearfield County. On April 15, 2002, the plaintiff filed its' complaint with this Court.

The complaint asserts a breach of contract claim pursuant to a contract requiring plaintiff to provide rental uniforms for the defendant. The complaint alleges that the defendant breached the contract by refusing to accept and pay for the services rendered by the plaintiff without just

cause. The copy of the complaint that was served on Defendant had attached as Exhibit "A" only the front page of Rental Agreement and not the back page which contained the clause in question.

The defendant filed Preliminary Objections to plaintiff's complaint pursuant to Pennsylvania Civil Rule of Procedure 1028(a)(1), which allows for a party to file preliminary objections to any pleading on the grounds of improper venue.

Plaintiff then filed a Brief in Opposition to the Preliminary Objections. The filing of Plaintiff's Brief was the first time undersigned counsel became aware of the possible forum selection clause included in the Rental Agreement. A hearing in chambers was held on August 8, 2002 where the copy of the Rental Agreement, attached as Exhibit "A" to the complaint, was produced. The front page of the Rental Agreement as attached to the complaint lists what was bargained for and was signed at the bottom of that page. On the back of the document, there are a number of clauses including the forum selection clause to which the Plaintiff's base their claim that the Common Pleas Court of Clearfield County is the appropriate venue for this matter. At the time of the hearing in chambers, the undersigned counsel was unaware if Defendant's copy of the Rental Agreement contained the clauses, including the forum selection clause, on the back page of the Agreement. Your Honor graciously granted counsel the opportunity to find this information and prepare a brief.

After contacting the Defendant immediately upon returning from the hearing, Defendant was able to locate their copy of the agreement containing the back page, which included the forum selection clause.

Accordingly, due to the discovery of the forum selection clause in the Rental Agreement, Defendant respectfully request this Court to withdraw Defendant's Preliminary Objections as to Clearfield County being an improper venue for this action pursuant to Pa.R.C.P. 2179.

Respectfully submitted,



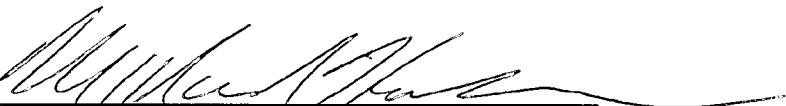
M. David Halpern, Esquire
PA I.D. #01570
Attorney for Defendant, DeGol Jet Center, Inc.
10 Sheraton Drive
Altoona, PA 16601
(814) 943-1149

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing Defendant's Withdrawal of Preliminary Objections on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 16th day of August, 2002, and addressed as follows:

Christopher J. Shaw, Esquire
Paris Companies
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801-1043
(814) 375-9700
FAX: (814) 375-9252
Counsel for Plaintiff

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

M. David Halpern, Esquire
PA I.D. #01570
Attorney for the Defendant

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

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

VS.

NO. 02-506-CD

DeGOL JET CENTER, INC.,
Defendant

PRAECIPE TO SETTLE DISCONTINUE AND END

TO: William A. Shaw, Prothonotary

On behalf of the Plaintiff, please mark the above referenced case settled,
discontinued or ended, as the parties have agreed upon a settlement of their dispute.

9/20/02

Date

Christopher J. Shaw
Christopher J. Shaw, Esquire
Corporate Counsel
Paris Cleaner's, Inc.
67 Hoover Avenue, P.O. Box 1043
DuBois, PA 15801
(814) 375-9700 ext. 706

FILED

SEP 20 2002

William A. Shaw
Prothonotary

Shaw to Att
COPY to CJA

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

CIVIL DIVISION

Paris Uniform Rental

**Vs.
Degol Jet Center**

No. 2002-00506-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 20, 2002 marked:

Settle Discontinue and End

Record costs in the sum of \$\$80.00 have been paid in full by Atty for Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of September A.D. 2002.

William A. Shaw, Prothonotary

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

CIVIL DIVISION

Paris Uniform Rental

**Vs.
Degol Jet Center**

No. 2002-00506-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 20, 2002 marked:

Settle Discontinue and End

Record costs in the sum of \$\$80.00 have been paid in full by Atty for Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of September A.D. 2002.

William A. Shaw, Prothonotary