

02-1278-CD
PARIS CLEANER'S., et al. -vs- 101, Inc. et al.

Date: 02/20/2003

Clearfield County Court of Common Pleas

User: DGREGG

Time: 10:41 AM

ROA Report

Page 1 of 1

Case: 2002-01278-CD

Current Judge: John K. Reilly Jr.

Paris Cleaner's Inc., Paris Uniform Rental vs. 101, Inc., Highlands Pub

District Justice Appeal

Date	Judge
08/16/2002 ✓ Filing: District Justice Appeals Paid by: Shaw, Christopher J. (attorney for Paris Cleaner's Inc) Receipt number: 1847138 Dated: 08/16/2002 Amount: \$80.00 (Check) Copies to Atty.	No Judge
08/20/2002 ✓ Compliant filed on behalf of Plaintiff by Atty. Shaw. 3 CC to Atty.	No Judge
08/22/2002 ✓ Filing: Proof of Service of Notice of Appeal and Rule to File. Certified Receipt. No cc..	No Judge
10/02/2002 ✓ Filing: District Justice Transcript. No cc.	No Judge
10/25/2002 ✓ Answer. filed by s/Michael Bishop Verification s/Michael Bishop 2 cc Def - Mike Bishop Plaintiff's Preliminary Objections to the Defendant's Answer. filed by s/Christopher J. Shaw, Esquire 2 cc to Atty.	No Judge

PLAINTIFF'S P.O.'S TO THE
DEFENDANT'S ANSWER

TO CA

101, Inc.-Mike Bishop
101 Market St.
Lewisburg, PA
17837

Called 12/19/05.

COMMONWEALTH OF PENNSYLVANIA
COURT OF COMMON PLEAS
Of Clearfield County, Penna.
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

02-1278-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.		
Paris Cleaner's, Inc. t/d/b/a Paris Uniform Rental		46-3-01 Patrick Ford		
ADDRESS OF APPELLANT		CITY	STATE	ZIP CODE
67 Hoover Avenue, P.O. Box 1043		DuBois,	PA	15801
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)			
7/22/02	Paris Uniform Rental vs Highland Pub			
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT			
CV 19 0000246-02 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: _____, 19 _____.

Signature of Prothonotary or Deputy

FILED
(b7c)

AUG 16 2002
011-61/Atty Shaw pd
William A. Shaw 80.00
Prothonotary
Cecatty.

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 _____ ; 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*) _____, 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, PA
Telephone: **(814) 371-5321**

15801

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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

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

NAME and ADDRESS

DEFENDANT:

HIGHLAND PUB
101 MARKET STREET
LEWISBURG, PA 17837

NAME and ADDRESS

Docket No.: **CV-0000246-02**
Date Filed: **4/03/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

02-1278-CO

- Judgment was entered for: (Name) **PARIS UNIFORM RENTAL**
- Judgment was entered against: (Name) **HIGHLAND PUB**
- in the amount of \$ **524.78** on: (Date of Judgment) **7/22/02**
- 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	\$ 392.78
Judgment Costs	\$ 132.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 524.78
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.

7-22-02 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.

101, INC., t/d/b/a THE HIGHLANDS PUB,
Defendant

: No. 02 - 1278 - 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
: Corporate Counsel
: Paris Companies
: 67 Hoover Avenue
: P.O. Box 1043
: DuBois, PA 15801
: (814) 375 - 9700 ext. 706

FILED

AUG 16 2002
OJ:5813cc aty Shaw
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. 02-1278-CD
101, INC., t/d/b/a THE HIGHLANDS PUB, :
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. 02-1278-CD
101, INC., t/d/b/a THE HIGHLANDS PUB, :
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, 101, INC., t/d/b/a THE HIGHLANDS PUB, 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, 101, INC., is a Pennsylvania Corporation having a business address of 50 South 8th Street, Lewisburg, Pennsylvania 17837.
3. The Defendant, 101, Inc. owns and operates a restaurant-pub known as The Highlands Pub at 101 Market Street, Lewisburg, Pennsylvania.
4. On or about July 24, 2001, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract with Defendant 101, Inc. t/d/b/a The

Highlands Pub whereby Plaintiff would provide textile rental services to Defendant for a period of 260 consecutive weeks of service effective on July 30, 2001 through July 29, 2006. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

5. This contract was executed on behalf of the Defendant by Robert Bajodek, executive chef. However, prior to his executing the agreement, Robert Bajodek, in the presence of the Plaintiff's representative was given the explicit authority to enter into the contractual arrangement by Schuyler L R Patton, the secretary/treasurer of the Defendant 101, Inc., t/d/b/a The Highlands Pub.

6. Subsequent to the execution of the contract dated July 26, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until January 14, 2002, although Plaintiff, at the request of Defendant discontinued certain items under the contract without declaring the contract in breach by the Defendant.

7. On or about January 14, 2002, Defendant notified Plaintiff that it would no longer accept delivery of any of the contracted items and Defendant further indicated they would no longer fulfill their obligations under the July 26, 2001 contract.

8. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Special Products Rental Agreement dated July 26, 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 Special Products Rental Agreement dated July 26, 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 \$65.00 for the remaining 238 weeks of the contract or \$7,735.00.

12. In addition to the liquidated damage provisions provided for in the contract, Defendant has failed to pay for services actually rendered prior to Defendant's breach of the contract in an amount of \$392.78, for which Defendant was duly and repeatedly invoiced and Defendant has failed to pay the same despite its obligation to do so. A copy of an invoice aging report containing the relevant history of invoices and payments on this account is attached hereto and incorporated herein by reference as Exhibit "B".

13. In addition to the liquidated damages invoiced January 17, 2002 and the accounts receivable balance referred to in paragraph 12 herein, the contract between the Plaintiff and the Defendant provides that Plaintiff is entitled to a finance charge of 1.5% per month to any invoice unpaid for more than 30 days from the date of invoice. Calculating this simply 30 days from the last invoice, Defendant owes Plaintiff finance charges of \$759.49 which will continue to accumulate until the invoices are paid in full.

14. 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.

15. 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, 101, INC., t/d/b/a THE HIGHLANDS PUB in an amount of **\$9,387.27** together with interest in an amount of 1.5% per month from August 1, 2002 together with additional attorneys fees in an undetermined amount plus costs of suit.

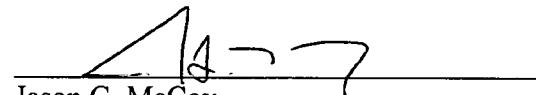
Respectfully,

Christopher J. Shaw
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: 8/16/02

SPECIAL PRODUCTS RENTAL AGREEMENT

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

Customer: The Highland Pub
 Billing Address: 101 MARKET Street
 Phone: 520-524-5559 Contact Name: Bob BASADEK
 Contract # Start Date: 7-30-01

This agreement is made the 26th day of July, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and The Highland Pub (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.	PR CD	Description	Delivery Frequency	Quantity	Unit Price	Replacement Value	Deposit
504 min		Bar Towel White	1	100/150	.20	20% Aut. replace	
506 min		Kitchen Towel Light	1	100/150	.19	20% Aut. replace	
408 min		Barq 54" T/C	1	200/100	.65		
409 min		Barq NAPKIN	1	400/200	.12	20% Aut. replace	
		3x5 Mat	1	2	2.50		

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:

Robert Bayod LLC (EXEC)
 Title: President

Paris Authorized Representative:

John M. Hayes
 Title: President

White - Corporate

Canary - Office

Pink - Customer

ACCOUNTS RECEIVABLE TRIAL BALANCE REPORT

ALL INVOICES

DIVISION NO: 20 UNIFORM RENTAL DIVISION

CUSTOMER/ INVOICE NO.	DATES			INVOICE AMOUNT	DISCOUNT AMOUNT	INVOICE BALANCE	TRANSACTION			CK. NO./ TYPE	DEPOSIT DATE
	INVOICE	DU ^E	DSCNT				TYPE	DATE	AMOUNT		
0030830	THE HIGHLAND PUB										
0613250	- IN	10/29/01	11/08	65.00	.00	49.43	INV	10/29/01	65.00		
							PMT	11/07/01	15.57-	244	11/07/01
							PMT	07/31/02	49.43-	1158	07/31/02
							PMT	07/31/02	49.43	1158	07/31/02
0633941	- IN	12/10/01	12/20	65.00	.00	65.00	INV	12/10/01	65.00		
							PMT	07/31/02	65.00-	1158	07/31/02
							PMT	07/31/02	65.00	1158	07/31/02
0637322	- IN	12/17/01	12/27	67.00	.00	67.00	INV	12/17/01	67.00		
							PMT	07/31/02	67.00-	1158	07/31/02
							PMT	07/31/02	67.00	1158	07/31/02
0640652	- IN	12/24/01	01/03	67.03	.00	67.03	INV	12/24/01	67.03		
							PMT	07/31/02	67.03-	1158	07/31/02
							PMT	07/31/02	67.03	1158	07/31/02
0644029	- IN	12/31/01	01/10	67.00	.00	67.00	INV	12/31/01	67.00		
							PMT	07/31/02	67.00-	1158	07/31/02
							PMT	07/31/02	67.00	1158	07/31/02
0647371	- IN	01/07/02	01/17	67.00	.00	67.00	INV	01/07/02	67.00		
							PMT	07/31/02	67.00-	1158	07/31/02
							PMT	07/31/02	67.00	1158	07/31/02
0650715	- IN	01/14/02	01/24	59.75	.00	59.75	INV	01/14/02	59.75		
							PMT	07/31/02	59.75-	1158	07/31/02
							PMT	07/31/02	59.75	1158	07/31/02
LD30830	- IN	01/17/02	01/27	7,735.00	.00	7,735.00	INV	01/17/02	7,735.00		
OCT0195	- FC	10/31/01	10/31	2.11	.00	2.11	F/C	10/31/01	2.11		
							PMT	07/31/02	2.11-	1158	07/31/02
							PMT	07/31/02	2.11	1158	07/31/02
CUSTOMER 0030830 TOTALS:				8,194.89	.00	8,179.32				8,179.32	
DIVISION 20 TOTALS:				8,194.89	.00	8,179.32				8,179.32	
NUMBER OF CUSTOMERS:			1								
REPORT TOTALS:				8,194.89	.00	8,179.32				8,179.32	
NUMBER OF CUSTOMERS:			1								

02-1278-CD

PROOF OF SERVICE OF NOTICE OF APPEAL AND CERTIFIED MAIL RECEIPT

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

AFFIDAVIT: I hereby swear or affirm that I served

- a copy of the Notice of Appeal, Common Pleas No. 02-1278-CD upon the District Justice designated therein on date of service, 8-19-02 by personal service by certified (registered) mail, sender's receipt attached hereto and upon the appellee, (name, 101, Inc., t/d/b/a The Highlands Pub, on 8-19-02 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 8-19-02 by personal service by (certified) (registered) mail, sender's receipt attached hereto

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 19th DAY OF August 2002

Ama J. Conrad
Signature of affiant or attorney for affiant

Total of fees	Notarial Seal
	Tim L. Conrad, Notary Public
My commission expires Mar. 27, 2003	City of DuBois, Clearfield County
My Commission Expires Mar. 27, 2003	PA Notary Public Association and Notaries

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

4735 3670

Postage	\$ 8.7
Certified Fee	230
Return Receipt Fee Endorsement Required	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 44.2 488
Recipient's Name, (Please Print Clearly) (to be completed by mailer)	
The Highlands Pub	
Street, Apt. No. or PO Box No.	
101 Market Street	
City, State, ZIP+4	
Lewisburg PA 17837	

PS Form 3500 (Rev. 10-94) (2000) See Reverse for Instructions

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

4735 4735 4735 4735 4735

Postage	\$ 6.0
Certified Fee	230
Return Receipt Fee Endorsement Required	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 44.5
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
William Shaw	
Street, Apt. No. or PO Box No.	
1 North Second Street	
City, State, ZIP+4	
Clearfield PA 16830	

PS Form 3500 (Rev. 10-94) (2000) See Reverse for Instructions

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Of Clearfield County, Penna.
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

Q2-1278-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 Paris Cleaner's, Inc. t/d/b/a Paris Uniform Rental		MAG. DIST. NO. OR NAME OF D.J. 46-3-01 Patrick Ford		
ADDRESS OF APPELLANT 67 Hoover Avenue, P.O. Box 1043		CITY DuBois,	STATE PA	ZIP CODE 15801
DATE OF JUDGMENT 7/22/02	IN THE CASE OF (Plaintiff) Paris Uniform Rental	(Defendant) vs. Highland Pub		
CLAIM NO. CV 19-0000246-02	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Christopher J. Shaw			
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.

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

PRAEICE 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).

PRAECLYPE: 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.

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 (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: _____, 19____

Signature of Prothonotary or Deputy

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

AUG 16 2002

Attest,

William A. Ross
Prothonotary
Clerk of Courts

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

DEFENDANT: NAME and ADDRESS

HIGHLAND PUB
101 MARKET STREET
LEWISBURG, PA 17837

Docket No.: **CV-0000246-02**
Date Filed: **4/03/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

02-1278-00

- Judgment was entered for: (Name) PARTS UNIFORM RENTAL
- Judgment was entered against: (Name) HIGHLAND PUB
- in the amount of \$ 524.78 on: (Date of Judgment) 7/22/02
- Defendants are jointly and severally liable. (Date & Time) _____
- Damages will be assessed on: _____
- This case dismissed without prejudice. 3X AUG 22 2002
- Amount of Judgment Subject to William A. Shaw
Attachment/Act 5 of 1996 Prothonotary
- Levy is stayed for _____ days or generally stayed.
- Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>392.78</u>
Judgment Costs	\$ <u>132.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>524.78</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.

7-22-02 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

COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PLAINTIFF:

NAME and ADDRESS

Paris Uniform Rental
PO Box 1043
DUBOIS PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

Hughland Pub
101 Market Street
Lewisburg PA 17837

Docket No. **CV246-C2**
Date Filed:



	AMOUNT	DATE PAID
FLILING COSTS	\$ <u>104.00</u>	/ /
SERVING COSTS	\$ _____	/ /
TOTAL	\$ <u>104.00</u>	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Nonpayment of rental Services -\$392.78
Breach of Contract -\$7607.12

I, Suzanne 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.

Suzanne 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 proper procedure to follow.

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

PARIS CLEANER'S, INC. t/d/b/a	:	
PARIS UNIFORM RENTAL	:	NO. 02-1278- CD
Plaintiff	:	TYPE OF CASE: Civil Action
VS	:	TYPE OF PLEADING:
101, INC., t/d/b/a THE HIGHLANDS PUB	:	Answer
Defendant	:	FILED ON BEHALF OF:
	:	Defendant

FILED

OCT 02 2002

*William A. Shaw
Prothonotary*

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

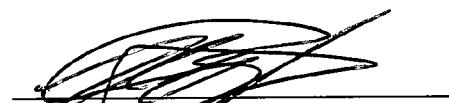
PARIS CLEANER'S, INC. t/d/b/a :
PARIS UNIFORM RENTAL :
Plaintiff : No. 02- 1278 -CD
VS :
101, INC., t/d/b/a THE HIGHLANDS PUB :
Defendant :
ANSWER

AND NOW, COMES DEFENDANT, 101, INC., t/d/b/a THE HIGHLANDS PUB, by its President, MICHAEL BISHOP, and files the following Answer:

1. Admitted.
2. Admitted.
3. Admitted.
4. It is denied that Defendant entered into a Contract with Plaintiff on or about July 24, 2001.
5. It is admitted that Robert Bajodek signed the document attached to Plaintiff's Complaint marked Exhibit A and that Robert Bajodek is employed as a chef by Defendant. It is denied that Robert Bajodek had authority to enter into a contract with Plaintiff on behalf of the Defendant.
6. It is admitted that Plaintiff supplied Defendant with textile rentals in the past. It is denied that Defendant had a written contract with Plaintiff with regard to the textile rentals.
7. It is admitted that on or about January 14, 2002, Defendant notified Plaintiff that Defendant would no longer accept delivery of textile rentals from Defendant. It is denied that Defendant had a written contract with Plaintiff.

8. It is denied that Plaintiff fully performed under the July 26, 2001 Special Products Rental Agreement because Defendant did not enter into the Agreement.
9. It is denied that Defendant breached any agreement or contract with Plaintiff.
10. It is denied that Defendant has breached the Special Products Rental Agreement dated July 26, 2001. Defendant is not a party in the said Agreement.
11. It is denied that the Defendant is a party to any agreement with Defendant . It is further denied that Defendant owes Plaintiff any money for breach of contract.
12. It is denied that Defendant failed to pay for services actually rendered by Plaintiff to Defendant. Rather Defendant has paid Plaintiff all monies due for services rendered.
13. It is denied that Defendant owes Plaintiff any monies for finance charges.
14. It is denied that Defendant breached any contract it had with Plaintiff. Defendant, after reasonable investigation, is without sufficient knowledge or information to form a belief as to truth of the averment that Plaintiff has engaged the services of legal counsel.
15. It is denied that Defendant breached any contract it had with Plaintiff. Defendant, after reasonable investigation, is without sufficient knowledge or information to form a belief as to the truth of the averment that Plaintiff has incurred legal fees in the amount of \$500.00 or that it will continue to incur legal fees.

WHEREFORE, Defendant requests that the Court dismiss Plaintiff's Complaint.

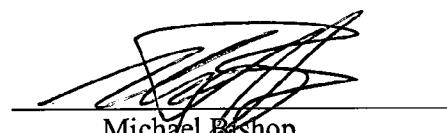


Michael Bishop
President
101, Inc. t/d/b/a/ THE HIGHLANDS PUB

VERIFICATION

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

DATED: 9-27-02



Michael Bishop
(570)-523-3481

FILED

acc

312184
OCT 02 2002

Def - Mike Bishop

50 S. 8th St.

William A. Shaw
Prothonotary

WAS

Lewisburg, PA 17837

CA

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.

101, INC., t/d/b/a THE HIGHLANDS PUB,
Defendant

: No. 02 - 1278 - CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Plaintiff's Preliminary Objections
: to the Defendant's Answer
:
: FILED ON BEHALF OF:
: Plaintiff
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: Corporate Counsel
: Paris Companies
: 67 Hoover Avenue
: DuBois, PA 15801
: (814) 375 - 9700

FILED

OCT 25 2002

6/12:30pm

William A. Shaw
Prothonotary

2 Cents to Attn. *KA*

William Farisop 7
South 8th St.
86 2 Park St.
Christiansburg 11851

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 - 1278-CD
101, INC., t/d/b/a THE HIGHLANDS PUB,	:
Defendant	:

PLAINTIFF'S PRELIMINARY OBJECTIONS

AND NOW, comes the Plaintiff, PARIS CLEANER'S INC., t/d/b/a PARIS UNIFORM RENTAL, by and through Christopher J. Shaw, Esquire, Corporate Counsel, and files the following Preliminary Objections in the nature of a Motion to Strike the Defendant's Answer and in support thereof avers as follows:

I. Motion to Strike

1. On August 10 2002, Plaintiff, Paris Cleaner's Inc., t/d/b/a Paris Uniform Rental filed a complaint against the Defendant 101, Inc., t/d/b/a The Highlands Pub for a breach of contract action.
2. Defendant failed to file any responsive pleading within the 20-day period allotted. Consequently, Plaintiff sent Defendant a 10-day notice of intention to seek a default judgment on September 20, 2002 as is required by the Pennsylvania Rules of Civil Procedure.

3. On October 2, 2002, Defendant filed an Answer to the Plaintiff's complaint.

4. This Answer was filed by Michael Bishop, President of 101, Inc. t/d/b/a The Highlands Pub pro se, and was actually filed beyond the 10-day notice, but before default judgment was entered.

5. Defendant, acting pro se, has never served a copy of this answer on the Plaintiff. However, Plaintiff had been advised that this Answer was filed and obtained a copy of the same from the Prothonotary on October 16, 2002.

6. The Answer filed by Michael Bishop, President of 101, Inc., is defective in that Mr. Bishop is not an attorney licensed to practice law in the Commonwealth of Pennsylvania, and a corporation must appear in Court through an attorney.

WHEREFORE, Plaintiff would respectfully ask this Honorable Court to Strike the Answer filed by Michael Bishop, President of 101, Inc. and grant this corporate defendant a period of 10 days to have an attorney appear for them and file an Answer to the Plaintiff's Complaint.

Respectfully submitted,

Christopher J. Shaw

Christopher J. Shaw, Esquire
Pa. Sup. Ct. Id. #46836
Corporate Counsel, Paris Companies
67 Hoover Avenue
DuBois, PA 15801
(814) 375 - 9700 ext. 706

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.

101, INC., t/d/b/a THE HIGHLANDS PUB,
Defendant
Defendant

: No. 02 - 1278 - CD
: TYPE OF CASE: Civil Action
: TYPE OF PLEADING:
: Plaintiff's Brief in support of
: Plaintiff's Preliminary Objections
: FILED ON BEHALF OF:
: Plaintiff
: COUNSEL OF RECORD FOR
: THIS PARTY:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
: Corporate Counsel
: Paris Companies
: 67 Hoover Avenue
: DuBois, PA 15801
: (814) 375 - 9700

RECEIVED

OCT 25 2002 *JES*

COURT ADMINISTRATION
OFFICE

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 - 1278-CD
101, INC., t/d/b/a THE HIGHLANDS PUB,	:
Defendant	:

PLAINTIFF'S BRIEF IN SUPPORT OF
PRELIMINARY OBJECTIONS

AND NOW, comes the Plaintiff, PARIS CLEANER'S INC., t/d/b/a PARIS UNIFORM RENTAL, by and through Christopher J. Shaw, Esquire, Corporate Counsel, and files the following Brief in Support of Preliminary Objections filed on behalf of the Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL.

I. FACTS

On August 10 2002, Plaintiff, Paris Cleaner's Inc., t/d/b/a Paris Uniform Rental filed a complaint against the Defendant 101, Inc., t/d/b/a The Highlands Pub for a breach of contract action. This complaint contained a proper notice to plead.

Defendant failed to file any responsive pleading within the 20-day period allotted. Consequently, Plaintiff sent Defendant a 10-day notice of intention to seek a default judgment on September 20, 2002 as is required by the Pennsylvania Rules of Civil Procedure. On October 2, 2002, Defendant filed an Answer to the Plaintiff's complaint.

This Answer was filed by Michael Bishop, President of 101, Inc. t/d/b/a The Highlands Pub pro se, and was actually filed beyond the 10-day notice, but before default judgment was entered.

Defendant, acting pro se, has never served a copy of this answer on the Plaintiff. However, Plaintiff had been advised that this Answer was filed and obtained a copy of the same from the Prothonotary on October 16, 2002. Upon obtaining a copy, on October 25, 2002, Plaintiff filed Preliminary Objections in the form of a Motion to Strike the Answer filed by the pro se Defendant. Plaintiff files this brief in support of that Motion to Strike the Pleading.

II. ISSUE

May the Defendant, a corporation appear in Court Pro Se through it's President, and if not should a pleading filed pro se be stricken?

III. DISCUSSION

The Defendant named in the lawsuit filed by the Plaintiff is 101, Inc., t/d/b/a The Highlands Pub. This Defendant is a corporation organized under the organic laws of the Commonwealth of Pennsylvania.

The law is clear that a corporation may not appear in court and be represented by a corporate officer and shareholder who is not an attorney. Walacavage v. Excell 2000, Inc., 331 Pa. Super. 137, 480 A.2d 281 (1984). In fact, the policy behind this black letter statement of law is equally clear. "...(T)he purpose of the rule was not the protection of stockholders but the protection of the courts and administration of justice and that a person who accepts the advantages of incorporation for his or her business must also bear

the burdens, including the need to hire counsel to sue or defend in court.” Walacavage, supra. At 142, 480 A.2d at 284.

Michael Bishop, the President of 101, Inc., t/d/b/a The Highlands Pub is not licensed to practice law in the Commonwealth of Pennsylvania. Thus according to Walacavage, the pleading that Mr. Bishop filed must be stricken. To do otherwise would be to suborn the unauthorized practice of law.

Once the pleading is stricken, as it must be, Defendant should be given 10 days in which to have an Answer filed to the complaint. This Answer must be done by an attorney who enters his or her appearance on behalf of the Defendant corporation. Plaintiff respectfully requests that this Court not extend the 10 day period as Defendant has already waited until after the 20 day notice period and even after the 10 day notice of intent to seek a default judgment to take action.

Respectfully,



Christopher J. Shaw, Esquire
PA Sup. Ct. ID #46836

Corporate Counsel
Paris Companies, Inc.
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801
(814) 375 – 9700 ext. 706

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

PARIS CLEANER'S, INC. t/d/b/a :

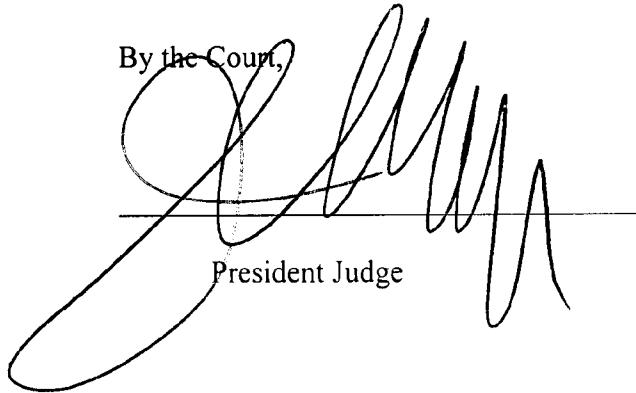
PARIS UNIFORM RENTAL :

-vs- : No. 02 - 1278 - CD

101, INC., t/d/b/a THE HIGHLANDS PUB :

ORDER

NOW, this 24th day of March, 2003, upon consideration of Preliminary Objections filed on behalf of Plaintiff above-named and Plaintiff's brief thereon, this being the day and date set for argument, Defendant having failed to appear either in person or by counsel. it is the ORDER of this Court that said Objections be and are hereby sustained, the pro se Answer filed on its behalf stricken and the corporate Defendant given ten (10) days from this date to file an appropriate answer in accordance with the Pennsylvania Rules of Civil Procedure.

By the Court,

President Judge

FILED

MAR 24 2003

William A. Shaw
Prothonotary

FILED

ICC Atty C. Shaw

013:36084
MAR 24 2003

ICC Def. by Certified mail

Q 101, Inc.

William A. Shaw
Prothonotary

Michael Bishop
50 South 8th St.
Lewisburg, PA 17837

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2035
2002

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

For delivery information visit our website at www.usps.com

OFFICIAL USE 02-02-03

Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

02-02-03
MARFIELD PA 16834
Postmark
Here MAR 24 2003
USPS

Sent To
101, Inc. Michael Bishop
Street, Apt. No.
or PO Box No. 50 South 8th Street
City, State, ZIP+4 Lewisburg, PA 17837

PS Form 3800, June 2002 See Reverse for Instructions

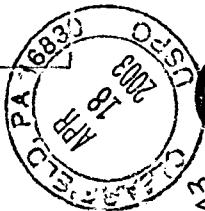
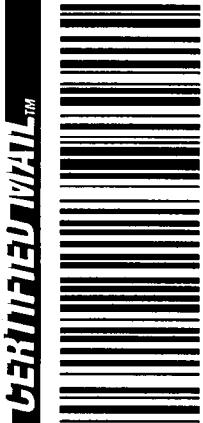
02-1278-CJ

Order of 3/24/03

FILED
014:00:00
MAR 24 2003
GFRD

William A. Shaw
Prothonotary

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830



FILED

4/10/03
3/31/03
3/26/03
ATT

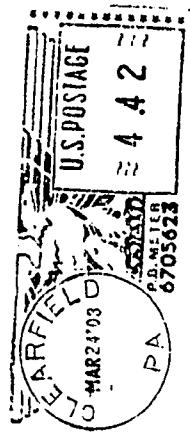
101, Inc.

Michael Bishop
50 South 8th A
Lewisburg, PA

INSUFFICIENT ADDRESS
ATTEMPTED NOT KNOWN
NO SUCH NUMBER/ STREET
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RTS
RETURN TO SENDER

unclaimed



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

101, Inc.
Michael Bishop
50 South 8th Street
Lewisburg, PA 17837

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

Agent

Addressee

Yes

No

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2002-1278-CO

7002 2030 0000 6877 0657

2. Article Number (Copy from service label)

Domestic Return Receipt

10255-00-M-0952

PS Form 3811, July 1999

FILED

APR 21 2003

11:30 AM
William A. Shaw
Prothonotary *ES*

2002-1278-C0

FILED

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

MAY 13 2003

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

:
:
:
:
VS. : NO. 02 - 1278 - CD
:
:
:
101, Inc., t/d/b/a THE HIGHLANDS PUB,
Defendant

William A. Shaw
Prothonotary

PRAECIPE FOR DEFAULT JUDGMENT

TO: William A. Shaw, Prothonotary

Please enter judgment by default in favor of Paris Cleaner's Inc., t/d/b/a Paris Uniform Rental and against Defendant, 101, Inc., t/d/b/a The Highlands Pub in the amount of \$9,387.27 plus costs and interest. Defendant's pro se answer was stricken by Order of Court dated March 24, 2003. This Order provided that the Defendant had ten (10) days to file an answer. Defendant has failed to do so. In addition, Defendant failed to pick up the certified mail copy of the Order although a copy was send regular mail and not returned. Despite all of the above, Defendant has failed to file an appropriate responsive pleading. Therefore, Plaintiff respectfully requests that the default judgment be entered as indicated herein.

May 13, 2003
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
MAY 13 2003
3:51 PM
Atty pd. 20.00
Atty C. Shaw
McCormick, A. Shaw
Prothonotary

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

CC 5/27/03

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

VS. : **NO. 02 - 1278 - CD**

101, Inc., t/d/b/a THE HIGHLANDS PUB, :
Defendant :

Notice of Judgment

To: 101, Inc.
50 South 8th Street
Lewisburg, PA 17837

The Highlands Pub
101 Market Street
Lewisburg, PA 17837

THIS IS TO NOTIFY YOU THAT:

On the 13th day of May, 2003, a judgment was entered in favor of the Plaintiff, Paris Cleaner's, Inc., t/d/b/a Paris Uniform Rental and against the Defendant, 101, Inc., t/d/b/a The Highlands Pub in the amount of \$9,387.27 plus interest in the amount of \$1,267.28.

Amount of Judgment:	\$ 9,387.27
Costs	\$ 20.00
Pre Judgment Interest	<u>\$ 1,267.28</u>
Total Judgment Entered	\$10,674.55

Commencing with the date the judgment was entered, interest shall be added at the rate of 6% per annum.

Dated: _____

William A. Shaw, Prothonotary

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

Paris Cleaner's Inc. t/d/b/a
Paris Uniform Rental
Plaintiff(s)

CCopy

No.: 2002-01278-CD

Real Debt: \$10,674.55

Atty's Comm: \$

Vs.

Costs: \$

101, Inc. t/d/b/a
Highlands Pub
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 13, 2003

Expires: May 13, 2008

Certified from the record this 13th day of May, 2003

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

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

PARIS CLEANERS, INC., t/d/b/a

6

**PARIS UNIFORM RENTAL,
Plaintiff**

100

VS.

8

**101, Inc., t/d/b/a THE HIGHLANDS PUB,
Defendant**

: NO. 02-1278-CD

10

PRAECIPE FOR WRIT OF EXECUTION

TO William A. Shaw, Prothonotary:

Please issue a **WRIT OF EXECUTION** in the above referenced matter.

- (1) Directed to the Sheriff of Union County;
 - (2) Against **101, Inc. t/d/b/a The Highlands Pub**, defendant; and
 - (3) Against **West Milton State Bank**, garnishee;
 - (4) And index this writ:
 - (a) Against **101, Inc., t/d/b/a The Highlands Pub**, defendant; and
 - (b) Against **West Milton State Bank**, garnishee,

as a lis pendens against real property of the judgment debtor in the name of the garnishee as follows:

(5) Amount Due \$ 10,674.55

Interest at 6% from May 13, 2003 \$ 1,319.37

Costs to be Added **\$ 270.00**

Total Due \$ 12,263.92

120.00 Prothonotary costs

Dated: 12/1/05

Christopher J Shaw

Christopher J. Shaw

Corporate Counsel

Paris Companies

67 Hoover Avenue, P.O. Box 1043

DuBois, PA 15801

(814) 375-9700 ext. 706

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

PARIS CLEANERS, INC., t/d/b/a	:
PARIS UNIFORM RENTAL,	:
Plaintiff	:
 VS.	: NO.
 101, Inc., t/d/b/a THE HIGHLANDS PUB,	:
Defendant	:

WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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 ACTION-LAW)

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :

VS. : **NO.**

101, Inc., t/d/b/a THE HIGHLANDS PUB, :
Defendant :

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be

(i) set aside in kind (specify property to be set aside in kind):

_____;

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: _____ in cash; _____ in kind (specify property): _____

(b) social security benefits on deposit in the amount of \$ _____

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at

Address

Telephone Number

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

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

**Chester A. Hawkins, Sheriff
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
Telephone: (814) 765-2641**

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

PARIS CLEANERS, INC., t/d/b/a	:
PARIS UNIFORM RENTAL,	:
Plaintiff	:
 VS.	 :
 101, Inc., t/d/b/a THE HIGHLANDS PUB,	 :
Defendant	:

Interrogatories in Attachment

To: **West Milton State Bank**, garnishee:

“You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you”:

1. At the time you were served or at any time subsequent thereto, did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? If the answer is yes, please specify the amount owed to the defendant and when this debt was incurred.
2. At the time you were served or at any time subsequent thereto, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant? If the answer is yes, please specify the nature of the property and the value of the same.
3. At the time you were served or at any time subsequent thereto, did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest? If the answer is yes, please describe the nature of the property to which you hold legal title owned by the defendant.
4. At the time you were served or at any time subsequent thereto, did you hold as fiduciary any property in which the defendant had an interest? If so, please specify the property held including the value thereof.
5. At the time you were served or at any time subsequent thereto, did the defendant transfer or deliver any property to you or to any other person or place pursuant to your direction or consent and if so what was the consideration therefore?

6. At the time you were served or at any time subsequent thereto, did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you? If the answer is yes, please specify in detail all property transferred or delivered at the instruction of the defendant.

7. Please identify all financial type accounts Defendant has with your institution, and for each, please identify the name(s) of any co-owners, the account number, the date the account was established, the value of the account as of the day before the writ was served upon you, and the current value of the account as of the date of the responses to these interrogatories.

 COPY

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :

VS. : **NO. 02-1278-CD**

101, Inc., t/d/b/a THE HIGHLANDS PUB, :
Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

To the sheriff of Union County:

To satisfy the judgment, interest, and costs against **101, Inc., t/d/b/a The Highlands Pub**, defendant,

(1) You are directed to levy upon the property of the Defendant and to sell its interest therein;

(2) You are also directed to attach the property of the Defendant not levied upon in the possession of **West Milton State Bank**, garnishee, including cash, deposits, and any and all bank accounts including checking accounts, savings accounts, certificates of deposit maintained or owned by **101, Inc. or The Highlands Pub**. You are also directed to notify the garnishee that:

- (a) An attachment has been issued;
- (b) The garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- (3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due	\$ 10,674.55
Interest at 6% from May 13, 2003	\$ 1,319.37
Costs to be Added	<u>\$ 270.00</u>
Total Due	\$ 12,263.92
	100.00 Prothonotary costs

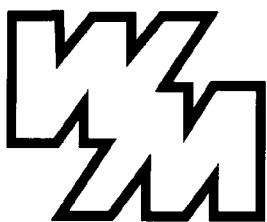
William A. Shaw
Prothonotary

(Seal of the Court)

By: William A. Shaw
Deputy

Major Exemptions Under Pennsylvania And Federal Law

- 1. \$300.00 Statutory Exemption**
- 2. Bibles, school books, sewing machines, uniforms and equipment**
- 3. Most wages and unemployment compensation**
- 4. Social Security Benefits**
- 5. Certain retirement funds and accounts**
- 6. Certain veteran and armed forces benefits**
- 7. Certain insurance proceeds**
- 8. Such other exceptions as may be provided by law**



**WEST
MILTON**
State Bank
Member FDIC



Online Banking: www.westmiltonstatebank.com
Telephone Banking: 570-568-BANK (2265)

PARIS CLEANERS, INC., t/d/b/a
PARIS UNIFORM RENTAL,

Plaintiff

vs

101 Inc. t/d/b/a THE HIGHLANDS PUB
101 Market Street
Lewisburg, PA 17837

Defendant

WEST MILTON STATE BANK
Garnishee

: COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA
Civil Action- Law

02-1278-CD

No. 027278-CD

RESPONSES TO INTERROGATORIES TO GARNISHEE

FILED NO CC
m 11 08/31
DEC 22 2005 (GP)

William A. Shaw
Prothonotary/Clerk of Courts

West Milton Office

P.O. Box 69, 940 High Street
West Milton, PA 17886-0069
570-568-6851
570-568-6501 Fax

Lewisburg Office

2005 Market Street
Lewisburg, PA 17837
570-524-7800
570-524-7487 Fax

Mifflinburg Office

P.O. Box 150, 40 Hardees Drive
Mifflinburg, PA 17844
570-966-2555
570-966-6268 Fax

Watsonstown Office

1025 Main Street
Watsonstown, PA 17777
570-538-3698
570-538-3798 Fax

INTERROGATORIES TO GARNISHEE

TO: WEST MILTON STATE BANK
2005 Market Street
Lewisburg, PA 17837
Garnishee

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any time subsequent thereto, did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? If the answer is yes, please specify the amount owed to the defendant and when this debt was incurred.

ANSWER: NO

2. At the time you were served or at any time subsequent thereto, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant? If the answer is yes, please specify the nature of the property and the value of the same.

ANSWER: NO

3. At the time you were served or at any time subsequent thereto, did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest? If the answer is yes, please describe the nature of the property to which you hold legal title owned by the defendant.

ANSWER: NO

4. At the time you were served or at any time subsequent thereto, did you hold as fiduciary any property in which the defendant had an interest? If so, please specify the property held including the value thereof.

ANSWER: NO

5. At the time you were served or at any time subsequent thereto, did the defendant transfer or deliver any property to you or to any other person or place pursuant to your direction or consent and if so what was the consideration therefore?

ANSWER: NO

6. At the time you were served or at any time subsequent thereto, did you pay, transfer or deliver any money or property to the defendant or to any person place pursuant to his direction or otherwise discharge any claim of the defendant against you? If the answer is yes, please specify in detail all property transferred or delivered at the instruction of the defendant.

ANSWER: NO

7. Please identify all financial type accounts Defendant has with your institution, and for each, please identify the name(s) of any co-owners, the account number, the date the account was established, the value of the account as of the day before the writ was served upon you, and the current value of the account as of the date of the responses to these interrogatories.

ANSWER: The Defendant maintains a business checking account with West Milton State Bank. The account was opened in August, 2001. The balance in the account on the day before the writ was served on us was \$136.90. The balance in the account as of the date of the response to these interrogatories was \$200.59.

VERIFICATION

I, Rodney H. Smith, V.P., of WEST MILTON STATE BANK, Garnishee herein, verify that the statements made in these interrogatories in Attachment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

BY: Rodney H. Smith, V.P.

Dated: 12/20/05