

02-1569-CD
PARTS UNIFORM RENTAL vs. DON & MARCIA'S

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2002-1569-CJ

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 DON & MARSHAS FAMILY Restaurant LLC		MAG. DIST. NO. OR NAME OF D.J. 46-3-01
ADDRESS OF APPELLANT 30 East Main St.		CITY Mount Jewett
DATE OF JUDGMENT 9/16/02	IN THE CASE OF (Plaintiff) Paris Uniform Rental	STATE P.A.
CLAIM NO. 		ZIP CODE 16740
CV 	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Donald J. Blair Pres	
LT 		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		
<p>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.</p>		

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 2002-1569-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Donald J. Blair
Signature of appellant or his attorney or agent

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

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

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

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

Date: OCT. 8, 2002.

William A. Shaw

Signature of Prothonotary or Deputy

FILED

OCT 08 2002

0/2:50/ue 80-
William A. Shaw 80-
Prothonotary BY
DEPT.

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 _____, 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 _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

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

DON & MARCIA'S
30 EAST MAIN ST
P.O. BOX 667
MT JEWETT, PA 16740

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

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

DEFENDANT:

DON & MARCIA'S
NAME and ADDRESS
30 EAST MAIN ST
P.O. BOX 667
MT JEWETT, PA 16740

Docket No.: **CV-0000491-02**
Date Filed: **8/15/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

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

Judgment was entered against: (Name) **DON & MARCIA'S**

in the amount of \$ **4,972.45** on: (Date of Judgment) **9/16/02**

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	\$ 4,868.45
Judgment Costs	\$ 104.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,972.45
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.

9-17-02 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

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

DON & MARCIA'S
30 EAST MAIN ST
P.O. BOX 667
MT JEWETT, PA 16740

Docket No.: **CV-0000491-02**
Date Filed: **8/15/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

02-1569-C

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Judgment was entered against: (Name) **DON & MARCIA'S**

in the amount of \$ **4,972.45** on: (Date of Judgment) **9/16/02**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

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Judgment Costs	\$ 104.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,972.45

This case dismissed without prejudice.

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

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

FILED
Certified Judgment Total \$ _____

Levy is stayed for _____ days or generally stayed.

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

Date:	Place:
Time:	

m105984
OCT 10 2004

William A. Shaw
Prothonotary

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

9-17-02 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

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

CIVIL COMPLAINT

PLAINTIFF:

Paris Uniform Rental
PO Box 1043
DUBOIS PA 15801

DEFENDANT:

VS.
Don & Marcia's
80 E. Main Street
Mt. Jewett PA 16740

Docket No.: CV 491-02
Date Filed:



FILING COSTS	AMOUNT	DATE PAID
	\$ 104.00	/ /
SERVING COSTS	\$	/ /
TOTAL	\$ 104.00	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4823.10 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Nonpayment of rental services - \$ 45.35
Breach of Contract
\$ 4823.10

I, Shannon M. Leonard

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. C.S. § 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, YOU SHOULD SO 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.

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

OFFICIAL USE

9614	Postage	\$ 37
9689	Certified Fee	230
0007	Return Receipt Fee (Endorsement Required)	175
0001	Restricted Delivery Fee (Endorsement Required)	
2510	Total Postage & Fees	\$ 4.42

Postmark
JEWETT PA 16140
OCT 09 2002
Here
U.S.P.C.

Sent To
Street, Apt. No.;
or PO Box No.
City, State, ZIP+4

15801

US Form 3800, January 2001

See Reverse for Instructions

Certified Mail Provides:

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

Important Reminders:

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

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

COURT OF COMMON PLEAS
CLEARFIELD
JUDICIAL DISTRICT

160 46 141

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2002-1569-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.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
DON & MARSHAS FAMILY Restaurant LLC		46-3-01	
ADDRESS OF APPELLANT		CITY	STATE
30 East MAIN ST.		Mount Jewett	P.A.
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	ZIP CODE	
9/16/02	Paris Uniform Rental vs DON & MARSHAS LLC	(Defendant)	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV	Donald J. Blai Pres		
LT			

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

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

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

Name of appellee(s)

(Common Pleas No. 2002-1569-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Donald J. Blai

Signature of appellant or his attorney or agent

RULE: To Paris Uniform Rental, appellee(s).

Name of appellee(s)

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

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

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

Date: Oct. 8, 2002

W. A. Shaw

Signature of Prothonotary or Deputy

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

OCT 08 2002

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

COURT FILE

02-1569-CJ

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 Clearfield; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 46-3-01, upon the District Justice designated therein on (date of service) 10/8/02, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Paris Uniform Rental, on 10/9/02, 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 10/9, 02, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF October, 2002

Donald J. Blas Pres

Signature of affiant

Connie N. Packard

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on December 3, 2005

Notarial Seal

Connie N. Packard, Notary Public
Mt. Jewett Boro, McKean County

My Commission Expires Dec. 3, 2005

Member, Pennsylvania Association of Notaries

FILED

Claim No. 46-3-01
Date Oct 11 2002
m Bell tremate

William A. Shaw
Prothonotary

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 Clearfield; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 46-3-01, upon the District Justice designated therein on (date of service) 10/18/02, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Paris Uniform Rental, on 10/19, 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 10/19, 02, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF October, 2002

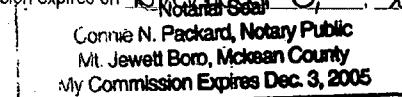
Connie N. Packard

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on Dec. 3, 2005



Member: Pennsylvania Association Of Notaries

Darly R. Bl. Pres

Signature of affiant

COURT OF COMMON PLEAS
CLEARFIELD
JUDICIAL DISTRICT

46 1st

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2002-1569-CJ

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	DUN & MARSHAS FAMILY Restaurant LLC			MAG. DIST. NO. OR NAME OF D.J.	46-3-01
ADDRESS OF APPELLANT	30 East Main St.	CITY	Mount Jewett	STATE	P.A.
DATE OF JUDGMENT	9/14/02	IN THE CASE OF (Plaintiff)	Paris Uniform Rental	(Defendant)	16740
CLAIM NO.				SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
CV.				Donald J. Blair, Esq.	
LT					

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

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PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

Name of appellee(s)

(Common Pleas No. 2002-1569-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Donald J. Blair

Signature of appellant or his attorney or agent

RULE: To Paris Uniform Rental, appellee(s).

Name of appellee(s)

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

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

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

Date: Oct. 8, 2002

William A. Shau

Signature of Prothonotary or Deputy

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

OCT 08 2002

Attest.

William A. Shau
Prothonotary/
Clerk of Courts

APPELLANT'S COPY

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.

DON & MARSHA'S FAMILY
RESTAURANT, LLC,
Defendant

: No. 02 - 1569 - 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

OCT 25 2002

6 / 12:30 / m
William A. Shaw
Prothonotary

2 copy to Atty

Ex-1

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 - 1569 - CD
DON & MARSHA'S FAMILY	:	
RESTAURANT, LLC,	:	
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 - 1569-CD
DON & MARSHA'S FAMILY	:
RESTAURANT, LLC,	:
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, Don & Marsha's Family Restaurant, LLC, 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, Don & Marsha's Family Restaurant, LLC, is a Pennsylvania Limited Liability Company organized on June 20, 2001 with a registered address of 30 East Main Street, Mount Jewett, McKean County, Pennsylvania 16740.

3. The Defendant, Don & Marsha's Family Restaurant, LLC, owns and operates a restaurant known as Don & Marsha's Family Restaurant located at 30 East Main Street, P.O. Box 667, Mt. Jewett, Pennsylvania.

4. On or about June 28, 2001, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract with Defendant Don & Marsha's Family Restaurant whereby Plaintiff would provide textile rental services to Defendant for a period of 260 consecutive weeks of service through June 28, 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 Donald J. Blair, the Chief Executive Officer of Don & Marsha's Family Restaurant, LLC.

6. Subsequent to the execution of the contract dated June 28, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until July 11, 2002.

7. On or about June 25, 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 June 28, 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 June 28, 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 June 28, 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 \$23.30 for the remaining 207 weeks of the contract or \$4,823.10.

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 \$45.35, 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 July 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 \$222.38 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, DON & MARSHA'S FAMILY RESTAURANT, LLC in an amount of **\$5,590.83** together with interest in an amount of 1.5% per month from October 17, 2002 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 authorized 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.

10.27
Jason G. McCoy

Dated: 10/25/02

SPECIAL PRODUCTS RENTAL AGREEMENT

PARIS UNIFORM

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

Customer: Don J. MARCIAS

Billing Address: 30 C. MARY ST. MT. JEWELL PA 16750

Phone: 814 778-5508 Contact Name: _____

Contract # 30312 Start Date: _____

This agreement is made the 28th day of JUNE, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and Don J. MARCIAS (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
		<u>3x5 MAT</u>	<u>1</u>	<u>2</u>	<u>2.68</u>		
		<u>BAR Towels</u>	<u>1</u>	<u>100</u>	<u>.20</u>		
		<u>WHITE BTB ARROWS</u>	<u>1</u>	<u>60</u>	<u>.35</u>		
		<u>ENERGY CHARGE</u>	<u>1</u>	<u>1</u>	<u>1.50</u>		
		<u>ENVIRONMENTAL CHARGE</u>	<u>1</u>	<u>1</u>	<u>.50</u>		

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.

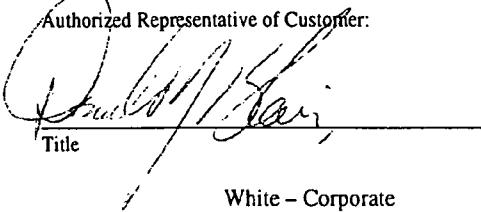
Inventory: All products remain the property of the Paris and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen, or destroyed by fire, acid, paint, gross neglect, or otherwise, Customer will pay for said rental items at the replacement value listed above.

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.

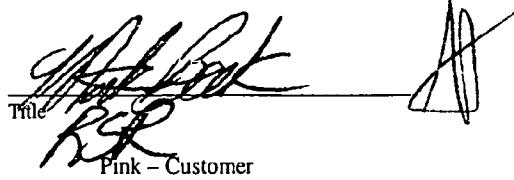
Payment & Liquidated Damages: Customer shall pay all invoiced amounts within 10 days of invoice. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. If Customer should cancel, terminate, or breach this agreement, Customer shall pay Paris, 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:


 Title: _____

Paris Authorized Representative:


 Title: _____

White – Corporate

Canary – Office

Pink – Customer

Lookup Invoice List

Inv No	Inv Date	Customer	Name	Inv Total	Order No	Customer PO
0601979	10/04/01	20-0030312	DON & MARCIA'S	45.17		
0605223	10/11/01	20-0030312	DON & MARCIA'S	45.17		
0608886	10/18/01	20-0030312	DON & MARCIA'S	53.81		
0612170	10/25/01	20-0030312	DON & MARCIA'S	50.47		
0615494	11/01/01	20-0030312	DON & MARCIA'S	52.78		
0618808	11/08/01	20-0030312	DON & MARCIA'S	52.78		
0621190	11/14/01	20-0030312	DON & MARCIA'S	52.78		
0625094	11/21/01	20-0030312	DON & MARCIA'S	69.44		
0628526	11/28/01	20-0030312	DON & MARCIA'S	59.02		
0631883	12/05/01	20-0030312	DON & MARCIA'S	59.02		
0635255	12/12/01	20-0030312	DON & MARCIA'S	59.02		
0638610	12/19/01	20-0030312	DON & MARCIA'S	47.25		
0641939	12/26/01	20-0030312	DON & MARCIA'S	49.21		
0645326	01/02/02	20-0030312	DON & MARCIA'S	49.60		
0647587	01/02/02	20-0030312	DON & MARCIA'S	.00		
0648654	01/09/02	20-0030312	DON & MARCIA'S	48.43		
0652024	01/16/02	20-0030312	DON & MARCIA'S	45.18		
0656026	01/23/02	20-0030312	DON & MARCIA'S	63.57		
0659417	01/30/02	20-0030312	DON & MARCIA'S	45.18		
0662768	02/06/02	20-0030312	DON & MARCIA'S	45.18		
0666076	02/13/02	20-0030312	DON & MARCIA'S	45.18		
0669376	02/20/02	20-0030312	DON & MARCIA'S	30.29		
0676136	03/06/02	20-0030312	DON & MARCIA'S	45.57		
0679489	03/13/02	20-0030312	DON & MARCIA'S	47.86		
0682860	03/20/02	20-0030312	DON & MARCIA'S	50.58		
0684491	03/20/02	20-0030312	DON & MARCIA'S	-10.00		
0686225	03/27/02	20-0030312	DON & MARCIA'S	48.13		
0688491	03/27/02	20-0030312	DON & MARCIA'S	-8.00		
0689583	04/03/02	20-0030312	DON & MARCIA'S	46.35		
0692925	04/10/02	20-0030312	DON & MARCIA'S	46.17		
0696242	04/17/02	20-0030312	DON & MARCIA'S	42.83		
0699598	04/24/02	20-0030312	DON & MARCIA'S	41.05		
0702897	05/01/02	20-0030312	DON & MARCIA'S	49.54		
0706236	05/08/02	20-0030312	DON & MARCIA'S	43.41		
0709520	05/15/02	20-0030312	DON & MARCIA'S	50.33		
0712862	05/22/02	20-0030312	DON & MARCIA'S	46.21		
0716206	05/29/02	20-0030312	DON & MARCIA'S	48.68		
0719539	06/05/02	20-0030312	DON & MARCIA'S	51.98		
0722821	06/12/02	20-0030312	DON & MARCIA'S	45.35		
0726154	06/19/02	20-0030312	DON & MARCIA'S	46.13		
0741328	07/17/02	20-0030312	DON & MARCIA'S	45.35		
I111908	11/19/01	20-0030312	DON & MARCIA'S	.00		
LD30312	07/17/02	20-0030312	DON & MARCIA'S	4823.10		
LD30312	07/17/02	20-0030312	DON & MARCIA'S	4823.10		
LD30312	07/17/02	20-0030312	DON & MARCIA'S	4823.10		
LD30312	07/17/02	20-0030312	DON & MARCIA'S	4823.10		

47 Records

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 - 1569 - CD
 DON & MARSHA'S FAMILY	 :
RESTAURANT, LLC,	:
Defendant	:

PRAECIPE TO SETTLE DISCONTINUE & END

TO: William A. Shaw, Prothonotary

Please mark the above captioned matter settled, discontinued and ended. Plaintiff & Defendant have reached an amicable resolution of the matter. All costs associated with the action have been paid.

3/24/03
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

MAR 24 2003

William A. Shaw
Prothonotary

FILED

cc
Amy C. Shaw

01/09/38
MAR 24 2003

2 Disc to Amy

Copy to CIA

William A. Shaw
Prothonotary

cc

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

COPY

CIVIL DIVISION

Paris Uniform Rental

VS. No. 2002-01569-CD
Don & Marcia's

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 March 24, 2003, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$80.00 have been paid in full by Donald J. Blair.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of March A.D. 2003.

William A. Shaw, Prothonotary