

Paris Cleaners et al vs Culver Construction
2004-1145-CD

04-1145-CD
PARTS CLEANERS, INC. VS CULVER CONSTRUCTION, CO., INC.

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS of
Clearfield County, Pennsylvania
Judicial District, County Of

NOTICE OF APPEAL**FROM****DISTRICT JUSTICE JUDGMENT**COMMON PLEAS No. 04-1145-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 referenced below.

NAME OF APPELLANT Paris Cleaners, Inc.	MAG. DIST. NO. 46-3-01	NAME OF D.J. Patrick N. Ford
ADDRESS OF APPELLANT 67 Hoover Ave., P.O. Box 1043	CITY DuBois	STATE PA
DATE OF JUDGMENT 6/29/04	IN THE CASE OF (Plaintiff) Paris Cleaners, Inc.	(Defendant) Culver Construction Co., Inc.
DOCKET No. CV-0000129-04	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Christopher J. Shaw, Esq.</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. 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.</p> <p>If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
<p><i>FILED</i> JUL 28 2004</p> <p>William A. Shaw Prothonotary/Clerk of Courts</p>		
<p><i>Signature of Prothonotary or Deputy</i></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.D.J. 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 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 NONPROS MAY BE ENTERED AGAINST YOU.

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

Date: _____, 20____

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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 CLEANER'S INC., T/D/B/A
P.O. BOX 1043
DUBOIS, PA 15801**

NAME and ADDRESS

VS.

DEFENDANT:

**CULVER CONSTRUCTION COMPANY, INC.
2110 TWO MILE ROAD
ATTN: WILLIAM CULVER
PORT ALLEGANY, PA 16743**

NAME and ADDRESS

Docket No.: **CV-0000129-04**

Date Filed: **3/09/04**



THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT

Judgment was entered for: (Name) CULVER CONSTRUCTION COMPANY, INC.

Judgment was entered against: (Name) PARIS CLEANER'S INC., T/D/B/A

in the amount of \$.00 on: (Date of Judgment) 6/29/04

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

6/29/04 Date Patrick N. Ford - PWF, District Justice

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

Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

FILED 4cc
07/30/04 Amy Shaw
JUL 28 2004 Attypd.85.00
William A. Shaw
Prothonotary, Clerk of Courts

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

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

VS.

CULVER CONSTRUCTION CO., INC.
Defendant

: No. 04 - 1145 - 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

JUL 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

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

VS.

No. 04 - - CD

CULVER CONSTRUCTION CO., INC.
Defendant

NOTICE TO DEFEND

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF
YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU
CAN GET LEGAL HELP:**

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

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

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

Plaintiff

VS.

: No. 04 -

-CD

CULVER CONSTRUCTION CO., INC.
Defendant

COMPLAINT

AND NOW, comes the Plaintiff, PARIS CLEANERS 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, Culver Construction Co., Inc. and in support thereof avers as follows:

1. The Plaintiff is PARIS CLEANERS, 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, Culver Construction Co., Inc. is a business corporation having a home office address of % William Culver, Route 155 North, P.O. Box 215, Port Alleghany, Pennsylvania 16743 and also doing business from 2110 Two Mile Road, Port Alleghany, Pennsylvania 16743.
3. On or about February 20, 2001, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract with Defendant Culver Construction

Co., Inc. whereby Plaintiff would provide textile rental services to Defendant for a period of 260 consecutive weeks of service through February 19, 2006. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. This contract was executed on behalf of the Defendant by William Roy Culver, its President.

5. Subsequent to the execution of the contract dated February 20, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until December 9, 2003. However, Defendant, in violation of the expressed terms of the agreement, terminated the contract and refused to pay for or accept the services of Plaintiff after that date.

6. At all times relevant hereto, Plaintiff had fully performed all of its obligations under the terms of the Standard Uniform Rental Agreement dated February 20, 2001, and remained ready willing and able to fulfill its obligations under the contract but were prevented from doing so by the actions of the Defendant.

7. Defendant has unilaterally, without just cause, and contrary to the written agreement of the parties, breached the terms of the Standard Uniform Rental Agreement dated February 20, 2001 by refusing to accept and pay for textile rental services under the terms of the agreement.

8. 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 \$19.56 for the remaining 114 weeks of the contract or \$1,114.92.

9. 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 \$64.92, 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".

10. In addition to the liquidated damages of paragraph 8 and the accounts receivable balance referred to in paragraph 9 herein, the contract between the Plaintiff and the Defendant provides that Defendant agreed to purchase all inventory of the Plaintiff specifically dedicated to the Agreement at the rates specified therein. Plaintiff has calculated the measure of damages to be \$880.00.

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

12. To date, Plaintiff has expended the sum of \$250.00 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, CULVER CONSTRUCTION CO., INC. in an amount of **\$2,,309.84** together with interest in an amount of 1.5% per month from December 9, 2003 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: 7/28/04

Exhibit “A”

STANDARD UNIFORM RENTAL AGREEMENT

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

Customer: CULVER CONSTRUCTION
Billing Address: P.O. BOX 215
Phone: (814) 642-3006 Contact Name: BILL CULVER
Contract # 30068 Start Date: RENEWAL

This agreement is made the 20th day of FEBRUARY, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and CULVER CONSTRUCTION (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 garment rental requirements during the term of this agreement, at the prices and upon the conditions, as outlined below:

<u>1</u> employees to be furnished	<u>5</u> changes of	<u>PANTS / SHIRTS</u> per week	@ \$ <u>5.85</u> per person per week
<u>1</u> employees to be furnished	<u>5</u> changes of	<u>JEANS / SHIRTS</u> per week	@ \$ <u>6.70</u> per person per week
employees to be furnished	changes of	per week	@ \$ _____ per person per week
employees to be furnished	changes of	per week	@ \$ _____ per person per week

Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal turnover of employees. Customer shall notify Paris immediately upon an Employee leaving the employment of Customer and shall assure that person's Paris merchandise is returned to Paris or it shall be treated as lost. Customer may not cancel more than 50% of the contract prior to the expiration of the Agreement.

Flammability: 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.* 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 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: The weekly service charge for individuals leaving the employ of Customer can be terminated, but only after all garments issued to that individual or the value of same, have been returned to Paris. All garments 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 following rates:

ITEM <u>Shirts</u>	VALUE <u>\$18.00</u>	ITEM _____	VALUE _____
ITEM <u>Pants</u>	VALUE <u>\$22.00</u>	ITEM _____	VALUE _____
ITEM <u>Jackets</u>	VALUE <u>\$34.00</u>	ITEM _____	VALUE _____
ITEM <u>Coveralls</u>	VALUE <u>\$35.00</u>	ITEM _____	VALUE _____

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.

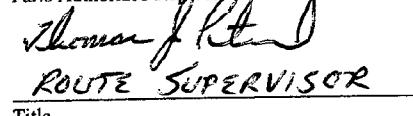
Payment & Liquidated Damages: Customer shall pay all invoiced amounts within 10 days of invoice. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount, 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:


ROUTE SUPERVISOR
Title



White - Corporate

Canary - Office

Pink - Customer

Exhibit “B”

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

PARIS COMPANIES

ALL OPEN INVOICES - AGED AS OF: 01/20/04

DIVISION NO: 20 UNIFORM RENTAL DIVISION

CUSTOMER	INVOICE	DISCOUNT	DISCOUNT	BALANCE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	DAYS
INV DATE	INVOICE NO	DUEDATE	DUEDATE	AMOUNT						DELQ
0030068	CULVER CONSTRUCTION			CONTACT:		PHONE:	(814) 642-9141	EXT:	CR LMT:	,00
01/14/03	0847382 - IN	01/24/03		,00	18.00					18.00
01/21/03	0852166 - IN	01/31/03		,00	22.00					361
09.30/03	0996305 - IN	10.10/03		,00	24.92					22.09
									24.92	354
										102
CUSTOMER 0030068 TOTALS:				,00	64.92	,00	,00	,00	24.92	40.00
DIVISION 20 TOTALS:				,00	64.92	,00	,00	,00	24.92	40.00
NUMBER OF CUSTOMERS:				1						
REPORT TOTALS:				,00	64.92	,00	,00	,00	24.92	40.00
NUMBER OF CUSTOMERS:				1						

FILED 2004 JUL 28 2004
61353-4
Atty Shaw

W.A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

CULVER CONSTRUCTION CO., INC.

Defendant

: No. 04 - 1145 - CD
: TYPE OF CASE: Civil Action
: TYPE OF PLEADING:
: Proof of Service
: 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
m 11 27 2004
JUL 30 2004
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF **Clearfield** ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

04-1145-CD

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
July 29
(date of service) July 29, 2004 by personal service by (certified) (registered) mail,
Culver Construction Co., Inc.
sender's receipt attached hereto, and upon the appellee, (name) _____, on
July 29
July 29, 2004 by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 29 DAY OF July, 2004

Tina L. Conrad
Signature of official before whom affidavit was made

Christopher J. Shaw
Signature of affiant

Title of official	Notarial Seal
Tina L. Conrad, Notary Public	
City of Dubois, Clearfield County	
My Commission Expires Mar. 27, 2006	
Member, Pennsylvania Association of Notaries	

4716 2742 4716
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

Postage	\$ <u>89</u>
Certified Fee	<u>2.30</u>
Return Receipt Fee (Endorsement Required)	<u>1.75</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>4.38</u>

7000 7000 7000
Postmark *Dubois PA 15801*

7000 7000 7000
Sent To William Culver / Culver Construction Co.
Street, Apt. No.: Two Miles Road
City, State, ZIP+4 Port Allegany PA 16743
PS Form 3800, June 2002
See Reverse for Instructions

FILED

JUL 30 2004

William A. Shaw
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:

PARIS CLEANER'S INC., T/D/B/A
P.O. BOX 1043
DUBOIS, PA 15801

VS.

DEFENDANT:

CULVER CONSTRUCTION COMPANY, INC.
2110 TWO MILE ROAD
ATTN: WILLIAM CULVER
PORT ALLEGANY, PA 16743

Docket No.: **CV-0000129-04**

Date Filed: **3/09/04**



04-1145-CJ

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

Judgment was entered for: (Name) **CULVER CONSTRUCTION COMPANY, INC.**

Judgment was entered against: (Name) **PARIS CLEANER'S INC., T/D/B/A**

in the amount of \$ **.00** on: (Date of Judgment) **6/29/04**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

FILED

m/20/04
AUG 03 2004

WAS
William A. Shaw
Prothonotary/Clerk of Courts

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical damages arising out of residential lease \$ _____

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

Post Judgment Credits	\$	_____
Post Judgment Costs	\$	_____
=====		
Certified Judgment Total	\$.00

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.

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UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

6-29-04 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

CIVIL COMPLAINT

Magisterial District Number:	46-3-01
District Justice Name: Hon.	
Patrick N. Ford	
Address:	309 Maple Avenue
P.O. Box 452	
DuBois, PA 15801	
Telephone:	(814)371-5321

PLAINTIFF: NAME and ADDRESS

Paris Cleaner's Inc., t/d/b/a
Paris Uniform Rental
P.O. Box 1043
DuBois, PA 15801

VS.

DEFENDANT: NAME and ADDRESS

Culver Construction Company, Inc.
Attn: William Culver
RD 2 Box 215A
Port Allegany, PA 16743

Docket No.: CV-109-04

Date Filed: 3-9-04



	AMOUNT	DATE PAID
FILING COSTS	\$ 72.50	<u>3/9/04</u>
POSTAGE	\$	<u>/ /</u>
SERVICE COSTS	\$	<u>/ /</u>
CONSTABLE ED.	\$	<u>/ /</u>
TOTAL	\$ 72.50	<u>/ /</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 1179.84 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiff and the Defendant entered into a contract whereby Plaintiff was to provide certain textile rental services to the Defendant for a period of 260 weeks. Plaintiff provided the services until December 9, 2003. Defendant however, neglected or refused to pay for the services provided as required under the terms of the contract. Defendant currently owes Plaintiff the sum of \$64.92 for its accounts receivable balance plus finance charges. In addition, Defendant terminated contract early. In so doing, Defendant is liable for liquidated damages above and beyond the account receivable balance in the amount of \$1114.92. Therefore, the total damages requested by the Plaintiff are \$1179.84.

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

(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney: Christopher J. Shaw
Telephone: (814)375-9700

Address: P.O. Box 1043
DuBois, PA 15801

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 MAY 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 are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

FILED

AUG 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

OA

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

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

No. 04-1145-CD
Type of Case: Civil Action
Type of Pleading:
Complaint

VS

CULVER CONSTRUCTION CO., INC.
Defendant

(E6K)
FILED NO
m/a:2504 CC
AUG 18 2004

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DEFENSE OR OBJECTIONS TO COMPLAINT

William R. Culver answers the complaint filed by Paris Cleaners, Inc., on July 28, 2004, as follows:

1. YES
2. CULVER CONSTRUCTION CO., INC. IS NO LONGER IN BUSINESS. THE CORPORATION WAS DISSOLVED AS OF JULY 1, 2002.
3. YES. EXCEPT THAT AGREEMENT IS DATED FEB. 20, 2001 AND IS A RENEWAL OF CONTRACT ORIGINALLY ENTERED INTO FIVE YEARS PRIOR.
4. NO. CORPORATION NO LONGER EXISTED.
5. NO. PLAINTIFF DID NOT MEET THE TERMS OF THE AGREEMENT. AT THE TIME OF THE RENEWAL, UNIFORMS WERE OLD AND IN BAD SHAPE AND WERE TO BE REPLACED UNDER THE NEW CONTRACT. HOWEVER, WHEN NEW UNIFORMS WERE PROVIDED, NEW CHARGES WERE INVOICED. THIS WAS IN VIOLATION OF THE AGREEMENT AND DEFENDANT REFUSED TO PAY. DEFENDANT ALSO REFUSED TO ACCEPT ANY MORE UNIFORMS.
6. NO. PLAINTIFF DID NOT PERFORM ALL OF ITS OBLIGATIONS UNDER THE TERMS OF THE CONTRACT.
7. NO. REFER TO 5 & 6 ABOVE.
8. NO. CLOTHING WAS UNSATISFACTORY.
9. NO. THE AMOUNT OF \$64.92 WAS FOR REPLACEMENT OF CLOTHING WHICH WAS WORN OUT. ACCORDING TO THE AGREEMENT, (AND WHAT HAD TRANSPRIRED BEFORE RENEWAL) CLOTHING WAS MAINTAINED AND REPLACED WITH NEW WHEN WORN OUT. THE

PLAINTIFF UNILATERALLY CHANGED THE TERMS OF THE AGREEMENT.

10. NO. IF PLAINTIFF HAD REPLACED WORN-OUT UNIFORMS WITH NEW AS IT WAS SUPPOSED TO, DEFENDANT COULD HAVE CONSIDERED PURCHASING INVENTORY. THE DISPUTE AROSE OUT OF THE FACT THAT PLAINTIFF, IN FACT, WAS NOT PROVIDING THE UNIFORM INVENTORY THAT IT SHOULD HAVE BEEN PROVIDING.

11. NO. PLAINTIFF HAS NOT BEEN FORCED TO ENGAGE THE SERVICES OF LEGAL COUNSEL. NOONE APPEARED AT THE HEARING BEFORE PATRICK FORD, DISTRICT MAGISTRATE #46-3-01 ON 6/29/04 WHERE IT IS POSSIBLE MATTER COULD HAVE BEEN RESOLVED.

12. NO. THE TERMS OF THE AGREEMENT ARE IN DISPUTE.

13. DEFENDANT RESPECTFULLY REQUESTS THAT THE COMPLAINT BY ~~PARIS CLEANERS, INC.~~ FOR BREACH OF CONTRACT BE DISMISSED.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "WILLIAM R. CULVER".

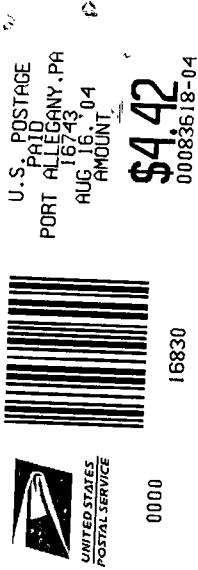
~~WILLIAM R. CULVER~~

FILED

AUG 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

Culver Construction
2110 Two Mile Road
Port Allegany, PA 16743



Court Administrator
Clearfield County Courthouse
Second & Market Streets
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16830-2000
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