

04-1697-CD
PARTS CLEANER'S INC. vs. SYNERGY OIL & GAS, INC.

Paris Cleaner's Inc vs Synergy Oil & Gas
2004-1697-CD

04-1697 CD

Christopher J. Shaw

Off
the
Synergy Oil & Gas Co
Joseph E. Altomare

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
 Clearfield County
 JUDICIAL DISTRICT
 46-3-01

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04-1697-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 Synergy Oil & Gas, Inc.	MAG. DIST. NO. OR NAME OF D.J. 46-3-01		
ADDRESS OF APPELLANT P.O. Box 449	CITY Pleasantville	STATE PA	ZIP CODE 16341
DATE OF JUDGMENT 10/11/04	IN THE CASE OF (Plaintiff) Paris Cleaner's, Inc.	(Defendant) vs. Synergy Oil & Gas, Inc.	
CLAIM NO. CV 10-0000428-04 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
<p>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.</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>			

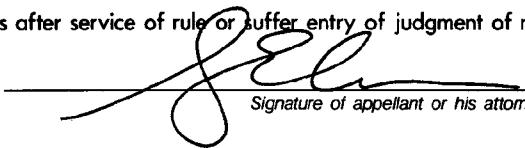
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(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 Cleander's Inc., appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 04-1697-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

RULE: To Paris Cleaner's Inc., appellee(s).
Name of appellee(s)

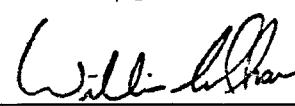
(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(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: 10/27/04


M 2:28pm Ad 85-20
 Copies to attorney
 OCT 27 2004


Signature of Prothonotary or Deputy


 V. M. 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 _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____



COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

D.J. Name: Hon.

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

Telephone (814) 371-5321 **15801****SYNERGY OIL & GAS, INC****PO BOX 449****ATTN: PAUL W. SORCI**
PLEASANTVILLE, PA 16341**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

DEFENDANT:

SYNERGY OIL & GAS, INC
PO BOX 449
ATTN: PAUL W. SORCI
PLEASANTVILLE, PA 16341

NAME and ADDRESS

Docket No.: **CV-0000428-04**
 Date Filed: **9/01/04**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

DEFAULT JUDGMENT PLTF

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

Judgment was entered against: (Name) **SYNERGY OIL & GAS, INC**

in the amount of \$ 1,707.74 on: (Date of Judgment) 10/11/04

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	\$ <u>1,635.24</u>
Judgment Costs	\$ <u>73.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ 1,707.74

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.

10-11-04 Date Patrick N. Ford - paF, 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

AOPC 315-03

DATE PRINTED: **10/11/04 8:06:04 AM**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY PENNSYLVANIA

PARIS CLEANER'S, INC. :
Plaintiff : Case No: No. 04-1697-CD
vs. :
SYNERGY OIL & GAS, INC. : Civil Action – Law
Defendant :
: :
: : Proof of Service
: :
: : Filed on behalf of Defendant
: :
: : Counsel of Record for Plaintiff:
: : Joseph E. Altomare
: : Supreme Court ID #17156
: : 228 E. Central Avenue
: : P.O. Box 373
: : Titusville, PA 16354
: : (814) 827-9626
: : (814) 827-9143 – Fax
: : jaltomar@msn.com

FILED ^{no cc}
11/1/04 BOL
NOV 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY PENNSYLVANIA

PARIS CLEANER'S, INC. :
Plaintiff : Case No: No. 04-1697-CD
vs. :
: Civil Action – Law
SYNERGY OIL & GAS, INC. :
Defendant :
:

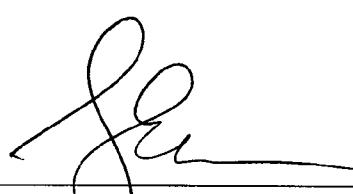
PROOF OF SERVICE

The undersigned does hereby certify that a true and correct copy of the Notice of Appeal and Rule to File Complaint was this day served by U.S. Certified Mail upon the following at the address shown for each and that the original postal receipt therefor is attached hereto.

Honorable Patrick N. Ford
309 Maple Ave.
DuBois, PA 15801

Christopher Shaw, Esq.
PO Box 1043
67 Hoover Ave.
DuBois, PA 15801-1043

Dated: October 29, 2004



Joseph E. Altomare
Attorney for Plaintiff
228 E. Central Avenue
P.O. Box 373
Titusville, PA 16354
(814) 827-9626
(814) 827-9143 – Fax
jaltomar@msn.com

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

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

Postmark
Here
TITUSVILLE, PA 16354
OCT 29 2004
USPS

Sent To
Honorable Patrick N. Ford
 Street, Apt. No. or PO Box No.
309 Maple Ave.
 City, State, ZIP+4
DUBOIS, PA 15801

PS Form 3800, May 2000 See Reverse for Instructions

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

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

Postmark
Here
TITUSVILLE, PA 16354
OCT 29 2004
USPS

Sent To
Christopher Shaw, Esq.
 Street, Apt. No. or PO Box No.
P.O. Box 1043
 City, State, ZIP+4
DUBOIS PA 15801-1043

PS Form 3800, May 2000 See Reverse for Instructions

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

Synergy Oil & Gas, Inc
Attn: Paul W. Sorci
PO Box 449
Pleasantville, PA 16341

Docket No.: CV-428-04

Date Filed: 9-1-04



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>72.50</u>	<u>9/1/04</u>
POSTAGE	\$ <u> </u>	<u> / </u>
SERVICE COSTS	\$ <u> </u>	<u> / </u>
CONSTABLE ED.	\$ <u> </u>	<u> / </u>
TOTAL	\$ <u>72.50</u>	<u> / </u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 1635.24 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 June 1, 2004. 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 \$845.76 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 \$789.48. Therefore, the total damages requested by the Plaintiff are \$1635.24.

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.

A handwritten signature in black ink, appearing to read "Shannon Leonard".

(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.

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

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

PARIS UNIFORM RENTAL
Plaintiff

VS.

SYNERGY OIL & GAS, INC.
Defendant

:
: No. 04 - 1697 - 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

⑥
FILED *2cc*
01/30/05 BY Atty
NOV 17 2004
CShaw

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 - 1697 - CD
	:
SYNERGY OIL & GAS, 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 - 1697 - CD
	:
SYNERGY OIL & GAS, 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, Synergy Oil & Gas, 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, Synergy Oil & Gas, Inc. is a Pennsylvania Business Corporation having a home office address of 228 East Central Avenue, Titusville, Pennsylvania 16354 and also doing business from 15515 Tionesta Road, P.O. Box 449, Pleasantville, Pennsylvania 16341.
3. On or about September 10, 2001, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract with Defendant Synergy Oil & Gas,

Inc. whereby Plaintiff would provide textile rental services to Defendant for a period of 260 consecutive weeks of service through September 9, 2006. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A". This was a renewal of a contract for similar services entered into previously by the parties.

4. Subsequent to the execution of the contract dated September 10, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract up until June 3, 2004. However, Defendant, in violation of the expressed terms of the agreement, terminated the contract by refusing to pay for the services being provided and refusing to pay for or accept the services of Plaintiff after that date.

5. At all times relevant hereto, Plaintiff had fully performed all of its obligations under the terms of the Standard Uniform Rental Agreement dated September 10, 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.

6. 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 September 10, 2001 by refusing to accept and pay for textile rental services under the terms of the agreement.

7. 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 \$12.24 for the remaining 129 weeks of the contract or \$789.48.

8. 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 \$845.76, 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".

9. In addition to the liquidated damages of paragraph 7 and the accounts receivable balance referred to in paragraph 8 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 this measure of damages to be \$310.00.

10. 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.

11. 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 **\$2,195.24** together with interest in an amount of 1.5% per month from June 3, 2004 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: 11/17/64

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: SYNTERGY OIL & GAS
 Billing Address: 2000x 4497 Pleasantville, PA 16341
 Phone: 814-529-5000 Contact Name: Paul Sorey
 Contract # 3032070 Start Date: Renewal

This agreement is made the 10th day of Sept, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and SYNTERGY OIL & GAS (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>2</u> employees to be furnished	<u>5</u> changes of <u>PANTS</u> per week @ \$ <u>425</u> per person per week
<u>2</u> employees to be furnished	<u>1</u> changes of <u>JACKET</u> per week @ \$ <u>150</u> per person per week
employees to be furnished	<u> </u> changes of <u> </u> per week @ \$ <u> </u> per person per week
employees to be furnished	<u> </u> changes of <u> </u> per week @ \$ <u> </u> 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	Shirts	VALUE	\$18.00	ITEM		VALUE	
ITEM	Pants	VALUE	\$22.00	ITEM		VALUE	
ITEM	Jackets	VALUE	\$34.00	ITEM		VALUE	
ITEM	Coveralls	VALUE	\$35.00	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:

James C. Butts
 Title Lead Ringer

Paris Authorized Representative:

John R. Beck

White - Corporate

Canary - Office

Pink - Customer

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

PARIS COMPANIES

ALL OPEN INVOICES - AGED AS OF: 07/15/04

Exhibit "B"

DIVISION NO: 20 UNIFORM RENTAL DIVISION

CUSTOMER/ INV DATE	INVOICE NO	INVOICE DATE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	DAYS	
											.00	
0030380	SYNergy OIL & GAS				CONTACT: PAUL SORCI		PHONE: (814) 589-5066		EXT:	CR LMT:	13.64	546
01/06/03	0842550	- IN 01/16/03		.00	13.64						13.64	539
01/13/03	0846628	- IN 01/23/03		.00	13.64						13.64	532
01/20/03	0851401	- IN 01/30/03		.00	13.64						13.64	525
01/27/03	0855504	- IN 02/06/03		.00	13.64						13.64	518
02/03/03	0859572	- IN 02/13/03		.00	13.64						13.64	511
02/10/03	0863672	- IN 02/20/03		.00	13.64						9.32	504
02/17/03	0867681	- IN 02/27/03		.00	9.32						9.32	497
02/24/03	0871767	- IN 03/06/03		.00	9.32						9.32	490
03/03/03	0875788	- IN 03/13/03		.00	9.32						9.32	483
03/10/03	0879838	- IN 03/20/03		.00	9.32						9.32	476
03/17/03	0883854	- IN 03/27/03		.00	9.32						9.32	469
03/24/03	0887935	- IN 04/03/03		.00	9.32						9.32	462
03/31/03	0891951	- IN 04/10/03		.00	9.32						9.32	455
04/07/03	0896003	- IN 04/17/03		.00	9.32						9.32	448
04/14/03	0899985	- IN 04/24/03		.00	9.32						9.32	441
04/21/03	0904041	- IN 05/01/03		.00	9.32						9.32	434
04/28/03	0908044	- IN 05/08/03		.00	9.32						1.37	442
04/30/03	APR0086	- FC 04/30/03		.00	1.37						9.32	427
05/05/03	0912069	- IN 05/15/03		.00	9.32						9.32	420
05/12/03	0916042	- IN 05/22/03		.00	9.32						9.32	413
05/19/03	0920062	- IN 05/29/03		.00	9.32						9.32	406
05/26/03	0924054	- IN 06/05/03		.00	9.32						9.32	399
06/02/03	0928111	- IN 06/12/03		.00	9.32						11.32	392
06/09/03	0932812	- IN 06/19/03		.00	11.32						11.32	385
06/16/03	0936800	- IN 06/26/03		.00	11.32						11.32	378
06/23/03	0940745	- IN 07/03/03		.00	11.32						11.32	371
06/30/03	0944710	- IN 07/10/03		.00	11.32						11.32	364
07/07/03	0948607	- IN 07/17/03		.00	11.32						14.11	357
07/14/03	0952591	- IN 07/24/03		.00	14.11						11.32	350
07/21/03	0956528	- IN 07/31/03		.00	11.32						11.32	343
07/28/03	0960471	- IN 08/07/03		.00	11.32						11.32	336
08/04/03	0964372	- IN 08/14/03		.00	11.32						12.69	329
08/11/03	0968319	- IN 08/21/03		.00	12.69						9.32	322
08/18/03	0972181	- IN 08/28/03		.00	9.32						9.32	315
08/25/03	0976101	- IN 09/04/03		.00	9.32						9.32	308
09/01/03	0979957	- IN 09/11/03		.00	9.32						9.32	301
09/08/03	0983904	- IN 09/18/03		.00	9.32						13.35	294
09/15/03	0987789	- IN 09/25/03		.00	13.35						10.38	279
09/22/03	0991715	- IN 10/10/03		.00	10.38						10.38	279
09/29/03	0995583	- IN 10/10/03		.00	10.38						10.38	248
10/06/03	0999469	- IN 11/10/03		.00	10.38						15.35	248
10/13/03	0103316	- IN 11/10/03		.00	15.35						10.38	248
10/20/03	0107228	- IN 11/10/03		.00	10.38						10.38	248
10/27/03	0111066	- IN 11/10/03		.00	10.38						10.38	218
11/03/03	0114933	- IN 12/10/03		.00	10.38						10.38	218
11/10/03	0118798	- IN 12/10/03		.00	10.38						16.06	218
11/17/03	0122651	- IN 12/10/03		.00	16.06						10.38	218
11/24/03	0126520	- IN 12/10/03		.00	10.38						10.38	187
12/01/03	0130426	- IN 01/10/04		.00	10.38						10.38	187
12/08/03	0134266	- IN 01/10/04		.00	10.38						16.72	187
12/15/03	0138128	- IN 01/10/04		.00	16.72						10.38	187
12/22/03	0141953	- IN 01/10/04		.00	10.38						10.38	187
12/29/03	0145795	- IN 01/10/04		.00	10.38						10.38	156
01/05/04	0149597	- IN 02/10/04		.00	10.38						17.06	156
01/12/04	0155430	- IN 02/10/04		.00	17.06						10.38	156
01/19/04	0157258	- IN 02/10/04		.00	10.38						10.38	156
01/26/04	0161070	- IN 02/10/04		.00	10.38						10.38	127
02/02/04	0164862	- IN 03/10/04		.00	10.38						17.79	127
02/09/04	0169363	- IN 03/10/04		.00	17.79						10.38	127
02/16/04	0173178	- IN 03/10/04		.00	10.38						10.38	127
02/23/04	0177039	- IN 03/10/04		.00	10.38						10.38	96
03/04/04	0182789	- IN 04/10/04		.00	10.38						18.55	96
03/11/04	0186563	- IN 04/10/04		.00	18.55						10.38	96
03/18/04	0190352	- IN 04/10/04		.00	10.38						10.38	96
03/25/04	0194218	- IN 04/10/04		.00	10.38						10.38	66
04/01/04	0198021	- IN 05/10/04		.00	10.38						10.38	66
04/08/04	0201877	- IN 05/10/04		.00	10.38						19.47	66
04/15/04	0205717	- IN 05/10/04		.00	19.47						10.38	66
04/22/04	0209596	- IN 05/10/04		.00	10.38						10.38	66
04/29/04	0213438	- IN 05/10/04		.00	10.38						10.38	35
05/06/04	0217276	- IN 06/10/04		.00	10.38							

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 07/15/04

DIVISION NO: 20 UNIFORM RENTAL DIVISION

CUSTOMER/ INV DATE	INVOICE NO	INVOICE	DISCOUNT DUE DATE	DISCOUNT AMOUNT	BALANCE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	DAYS DELQ
							30 DAYS	60 DAYS	90 DAYS	120 DAYS	DAYS DELQ
05/13/04	0221069	- IN	06/10/04	.00	20.24		11.44				35
05/20/04	0224895	- IN	06/10/04	.00	11.44		11.44				35
05/27/04	0228707	- IN	06/10/04	.00	11.44		11.44				35
06/03/04	0232527	- IN	07/10/04	.00	11.44						5
07/15/04	LD30380	- IN	08/10/04	.00	789.48	789.48					
20.24											
CUSTOMER 0030380 TOTALS: .00 1,635.24 789.48 34.32 51.38 60.99 699.07											
DIVISION 20 TOTALS: .00 1,635.24 789.48 34.32 51.38 60.99 699.07											
NUMBER OF CUSTOMERS: 1											
REPORT TOTALS: .00 1,635.24 789.48 34.32 51.38 60.99 699.07											
NUMBER OF CUSTOMERS: 1											

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY PENNSYLVANIA

PARIS CLEANER'S, INC. :
Plaintiff : Case No: No. 04-1697-CD
vs. :
SYNERGY OIL & GAS, INC. : Civil Action – Law
Defendant :
: :
: : ANSWER TO COMPLAINT
: :
: : Filed on behalf of Defendant
: :
: : Counsel of Record for Defendant:
: : Joseph E. Altomare
: : Supreme Court ID #17156
: : 228 E. Central Avenue
: : P.O. Box 373
: : Titusville, PA 16354
: : (814) 827-9626
: : (814) 827-9143 – Fax
: : jaltomar@msn.com

ebk FILED
NOV 13 2004 NOCC
DEC 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

PARIS CLEANER'S, INC.	:	
	:	
Plaintiff	:	Case No: No. 04-1697-CD
vs.	:	
	:	
SYNERGY OIL & GAS, INC.	:	Civil Action – Law
	:	
Defendant	:	

ANSWER TO COMPLAINT

Synergy Oil & Gas, Inc.(Synergy), by and through counsel undersigned, makes the following Answer to the Complaint of Paris Cleaners, Inc. (Paris):

1. Admitted.
2. Admitted.
3. Denied. Synergy did not enter into the contract attached as Exhibit "A" to the Paris Complaint. No such contract was ever presented to or approved by Synergy, and the document pleaded does not bear the signature of anyone having any actual or apparent authority to obligate Synergy.
4. Denied. It is admitted that Paris provided textile rentals for use by certain of Synergy's field employees on an as needed, month to month basis, through December 31, 2002, for which Synergy was billed and fully paid. It is denied that Paris provided any such service on or after December 31, 2002.
5. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove.

6. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove.

7. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove.

8. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove. It is further denied that Synergy failed to pay for any services actually provided.

9. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove.

10. Denied. It is admitted that Paris has retained counsel. The remainder of the allegation is denied as a conclusion of law.

11. Denied. The existence of the contract is denied for the reasons set forth at paragraph 3 hereinabove. As Synergy has no means of ascertaining what legal fees have or will hereafter be paid by Paris, the allegation of the amount of those fees is denied and strict proof is demanded at trial.

WHEREFORE, Defendant Synergy Oil & Gas, Inc. demands judgment in its favor.

Respectfully submitted,

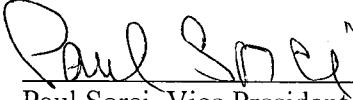


Joseph E. Attomare
Counsel for Defendant

VERIFICATION

I verify that the statements made in the foregoing Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Dated: 12/6, 2004



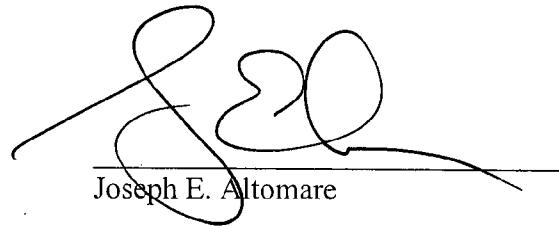
Paul Sorci, Vice President
Synergy Oil & Gas, Inc.

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing has been served this day upon the following by regular U. S. First Class Mail.

Christopher Shaw, Esq.
PO Box 1043
67 Hoover Ave.
DuBois, PA 15801-1043

Date: 12/16, 2004



A handwritten signature in black ink, appearing to read "J. E. Altomare", is written over a horizontal line. Below the signature, the name "Joseph E. Altomare" is printed in a smaller, standard font.

Notice of Proposed Termination of Court Case

January 26, 2012

RE: 2004-01697-CD

Paris Cleaner's Inc.

Vs.

Synergy Oil & Gas, Inc

FILED

JAN 26 2012

b6 William A. Shaw
Prothonotary/Clerk of Courts

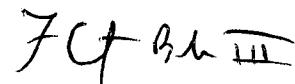
To All Parties and Counsel:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 28, 2012**.

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

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Paris Cleaner's Inc.

Vs.

2004-01697-CD

Synergy Oil & Gas, Inc

FILED

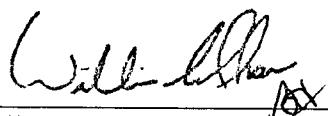
JUL 26 2012

BS ✓ William A. Shaw
Prothonotary/Clerk of Courts

6L

Termination of Inactive Case

This case is hereby terminated with prejudice this July
26, 2012, as per Rule 230.2



William A. Shaw
Prothonotary