

Paris Cleaners et al v. William G. Satterlee
2005-415-CD

05-415-CD
Paris vs. W. Satterlee & Sons, Inc

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

WILLIAM G. SATTERLEE & SONS, INC.,

Defendant

:
: No. 05 - 415 - 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

Jury Trial Demanded

FILED 2cc Atty
018:30 AM C. Shaw
MAR 24 2005 Atty pd. 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.	:	No. 05 - - CD
WILLIAM G. SATTERLEE & SONS, 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. 05 - - CD
WILLIAM G. SATTERLEE & SONS, 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, William G. Satterlee & Sons, Inc. and in support thereof avers as follows:

1. The Plaintiff, 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, WILLIAM G. SATTERLEE & SONS, INC., is a Pennsylvania Business Corporation having a principle business location of 12475 Route 119 North, Rochester Mills, Indiana County, Pennsylvania 15771, although Defendant has additional business locations including one located at 301 Park Avenue, Clearfield, Clearfield County Pennsylvania to which Plaintiff provided services under the terms of a contractual agreement.

3. On or about October 2, 2001, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into two separate contracts with Defendant, W. G. SATTERLEE & SONS, INC., whereby Plaintiff would provide certain textile rental services to each of Defendant's business locations for a period of 156 consecutive weeks of service. The Agreements automatically renewed for an additional term of 156 weeks on October 2, 2004 or until October 1, 2007. A copy of the fully executed agreements is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. David E. Satterlee, the President of Defendant, William G. Satterlee & Sons, Inc. executed these contracts on behalf of the Defendant corporation.

5. Subsequent to the execution of the contracts dated October 2, 2001, Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contracts up until February 18, 2005. However, Defendants, in violation of the express terms of the agreement, verbally terminated the contract and indicated to Plaintiff that it would not accept service from that date forward. In addition, Defendant instructed its employees to continue wearing plaintiff's cloths but to take them home and wash them until their new uniform supplier could provide uniforms, again in express violation of the terms of the contract

6. At all times relevant hereto, Plaintiff had fully performed all of its obligations under the terms of the Standard Uniform Rental Agreement and the Special Products Rental Agreement both dated October 2, 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 and the Special Products Rental Agreement both dated October 2, 2001 by refusing to accept and pay for textile rental services through the end of the then current term 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 \$404.06 for the remaining 135 weeks of the contract or \$27,274.05.

9. In addition, the contract indicates that in the event that the contract is terminated early, as Defendant has done, Defendant is responsible to purchase all inventory of the Plaintiff specifically dedicated to the Defendant at the rates specified in the contract.

10. Plaintiff has purchased and dedicated for specific use of Defendant 387 shirts, 387 pants and 74 jackets. When multiplied by the applicable rates in the agreement, Defendant owes Plaintiff the sum of \$6,966.00 for shirts; \$8,514.00 for pants; and \$2,516.00 for jackets.

11. Plaintiff has provided a number of services pursuant to the contract for which Defendant has failed to pay. Presently Defendant owes Plaintiff the sum of \$2,454.12 for this accounts receivable balance as indicated on the attached invoice aging report incorporated herein and attached hereto as Exhibit "B".

12. As a result of the breach of the contract by the Defendants, 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 Defendants.

13. 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 Defendants 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 Defendants, WILLIAM G. SATTERLEE & SONS, INC. in an amount of \$47,974.17 together with interest in an amount of 1.5% per month from March 1, 2005 together with additional attorneys fees in an undetermined amount plus costs of suit.

Jury Trial Demanded

Respectfully,

Christopher J. Shaw
Christopher J. Shaw
Attorney for Plaintiff

VERIFICATION

I, Jason G. McCoy, am the Secretary/Treasurer and CFO of the Plaintiff, Paris Cleaner's Inc. As such, I am duly authorized to make this verification on behalf of the Plaintiff. 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: 3/23/05

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: W.G. Satterlee & Sons
 Billing Address: Rd 1 Box 173 Rochester Mills Pa 15771
 Phone: 765-7540 Contact Name: Gene Satterlee
 Contract # 22680 Start Date: RENEWAL

This agreement is made the 2 day of OCT, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and W.G. Satterlee & Sons (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%.

MASTER CONTRACT For all Locations

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>40</u> employees to be furnished	<u>5</u> changes of <u>Anti-Shirts/Jackets</u> per week	@ \$ <u>4.60</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
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:

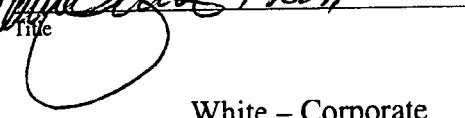
ITEM <u>Shirts</u>	VALUE <u>\$18.00</u>	ITEM _____	VALUE _____
ITEM <u>Pants</u>	VALUE <u>\$22.00</u>	ITEM _____	VALUE _____
ITEM <u>Jackets</u>	VALUE <u>\$34.00</u>	ITEM _____	VALUE _____
ITEM <u>Coveralls</u>	VALUE <u>\$35.00</u>	ITEM _____	VALUE _____

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.

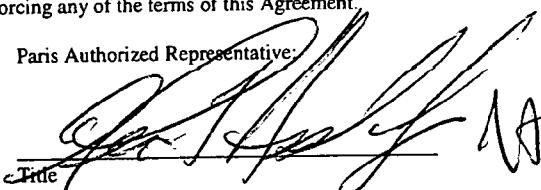
Payment & Liquidated Damages: Customer shall pay all invoiced amounts within 10 days of invoice. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. If Customer should cancel, terminate, breach this agreement or should its volume fall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


Title

White – Corporate

Canary – Office

Pink – Customer

SPECIAL PRODUCTS RENTAL AGREEMENT

PARIS UNIFORM

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

Customer: W.G. Satterlee & Sons
 Billing Address: RD 1, BOX 173, Rochester Mills, PA 15771
 Phone: 726-2540 Contact Name: Dave SATTERLEE
 Contract # 22680 Start Date: Renewal

This agreement is made the 2 day of Oct, 2004, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and W.G. Satterlee & Sons (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>MATS</u>		<u>3X5MATS</u>		<u>All</u>	<u>2.75</u>		
<u>MATS</u>		<u>3X10MATS</u>		<u>All</u>	<u>5.50</u>		
<u>MAT</u>		<u>4X8MATS</u>		<u>All</u>	<u>5.00</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.*

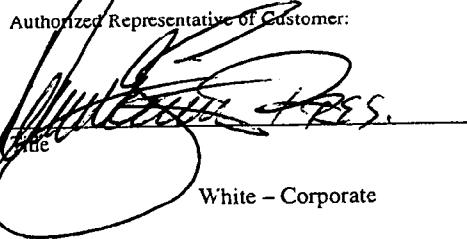
Inventory: All products remain the property of the Paris and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen, or destroyed by fire, acid, paint, gross neglect, or otherwise, Customer will pay for said rental items at the replacement value listed above.

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.

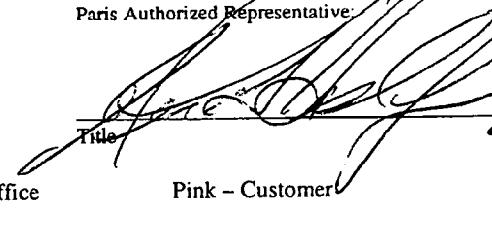
Additional Terms: The customer certifies that Paris is in no way infringing upon any existing contract between the Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall be filed in Clearfield County, Pennsylvania. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement.

Authorized Representative of Customer:


 White

White - Corporate

Paris Authorized Representative:


 Canary

Canary - Office

Pink - Customer

EXHIBIT “B”

ACCOUNTS RECEIVABLE AGED INVOICE REPORT

ALL OPEN INVOICES - AGED AS OF: 03/23/05

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	DU DATE	DU DATE	AMOUNT						DELQ
0022680	WILLIAM G. SATTERLEE				CONTACT: GARY MILES	PHONE: (724) 397-2400	EXT:	CR LMT:	.00	
08/13/04	0271175	- IN	09/10/04	.00	542.00				542.00	194
01/05/05	0351022	- IN	02/10/05	.00	36.01		36.01			41
01/24/05	0360542	- IN	02/10/05	.00	80.21		80.21			41
01/26/05	0362142	- IN	02/10/05	.00	38.15		33.5			41
01/26/05	0362456	- IN	02/10/05	.00	36.01		35.01			41
01/26/05	0362471	- IN	02/10/05	.00	18.14		13.14			41
01/27/05	0363052	- IN	02/10/05	.00	29.77		29.77			41
01/28/05	0363701	- IN	02/10/05	.00	92.83		92.83			41
01/28/05	0363781	- IN	02/10/05	.00	39.90		39.90			41
01/28/05	036388C	- IN	02/10/05	.00	57.86		57.86			41
01/28/05	0363977	- IN	02/10/05	.00	32.37		32.37			41
01/31/05	0364415	- IN	02/10/05	.00	49.18		49.18			41
02/02/05	0365993	- IN	03/10/05	.00	38.15		38.15			13
02/02/05	0366311	- IN	03/10/05	.00	36.01		36.01			13
02/02/05	0366324	- IN	03/10/05	.00	18.14		18.14			13
02/03/05	0366897	- IN	03/10/05	.00	29.77		29.77			13
02/04/05	0367503	- IN	03/10/05	.00	92.83		92.83			13
02/04/05	0367571	- IN	03/10/05	.00	39.90		39.90			13
02/04/05	0367672	- IN	03/10/05	.00	57.86		57.86			13
02/04/05	0367766	- IN	03/10/05	.00	32.37		32.37			13
02/07/05	0368194	- IN	03/10/05	.00	80.21		80.21			13
02/09/05	0369792	- IN	03/10/05	.00	38.15		38.15			13
02/09/05	0370100	- IN	03/10/05	.00	36.01		36.01			13
02/09/05	0370115	- IN	03/10/05	.00	18.14		18.14			13
02/10/05	0371152	- IN	03/10/05	.00	29.77		29.77			13
02/11/05	0371297	- IN	03/10/05	.00	92.83		92.83			13
02/11/05	0371378	- IN	03/10/05	.00	39.90		39.90			13
02/11/05	0371471	- IN	03/10/05	.00	57.86		57.86			13
02/11/05	0371568	- IN	03/10/05	.00	32.37		32.37			13
02/14/05	0372007	- IN	03/10/05	.00	49.18		49.18			13
02/16/05	0373648	- IN	03/10/05	.00	38.15		38.15			13
02/16/05	0373982	- IN	03/10/05	.00	36.01		36.01			13
02/16/05	0373992	- IN	03/10/05	.00	18.14		18.14			13
02/17/05	0375037	- IN	03/10/05	.00	29.77		29.77			13
02/18/05	0375180	- IN	03/10/05	.00	92.83		92.83			13
02/18/05	0375255	- IN	03/10/05	.00	39.90		39.90			13
02/18/05	0375355	- IN	03/10/05	.00	57.86		57.86			13
02/18/05	0375448	- IN	03/10/05	.00	32.37		32.37			13
02/23/05	0377540	- IN	03/10/05	.00	38.15		38.15			13
02/24/05	0378941	- IN	03/10/05	.00	29.77		29.77			13
02/25/05	0379169	- IN	03/10/05	.00	39.90		39.90			13
02/28/05	0379787	- IN	03/10/05	.00	49.18		49.18			13
03/07/05	0383611	- IN	04/10/05	.00	30.21		30.21			
CUSTOMER 0022680 TOTALS:		.00	2,454.12		237.21		1,638.90		36.01	.00
DIVISION 20 TOTALS:		.00	2,454.12		237.21		1,638.90		36.01	.00
NUMBER OF CUSTOMERS:		1								
REPORT TOTALS:		.00	2,454.12		237.21		1,638.90		36.01	.00
NUMBER OF CUSTOMERS:		1								

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFCRM RENTAL	:	
Plaintiff	:	
	:	No. 05-415-CD
vs.	:	
	:	PREACIPE TO ENTER
	:	APPEARANCE
	:	
WILLIAM G. SATTERLEE & SONS, INC.	:	
Defendant	:	

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06305

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED NO CC
04/10/2005
APR 12 2005 (GK)

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 :
: No. 05-415-CD
vs. :
: PREACIPE TO ENTER
: APPEARANCE
:
WILLIAM G. SATTERLEE & SONS, INC. :
Defendant :
:

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant
in reference to the above captioned action.

BELIN & KUEISTA



Carl A. Belin, Jr.

Date: 4/12/05

FILED

APR 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100337
NO: 05-412-CD 05-415-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PARIS CLEANERS INC. t/d/b/a PARIS UNIFORM RENTAL
vs.
DEFENDANT: WILLIAM G. SATTERLEE & SONS, INC.

SHERIFF RETURN

NOW, March 24, 2005, SHERIFF OF INDIANA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON WILLIAM G. SATTERLEE & SONS, INC..

NOW, March 31, 2005 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON WILLIAM G. SATTERLEE & SONS, INC., DEFENDANT. THE RETURN OF INDIANA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
CR 01/11/2005
APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100337
NO: 05-412-CD 05-415-C0
SERVICES 1
COMPLAINT

PLAINTIFF: PARIS CLEANERS INC. t/d/b/a PARIS UNIFORM RENTAL
vs.

DEFENDANT: WILLIAM G. SATTERLEE & SONS, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAW	108	10.00
SHERIFF HAWKINS	SHAW	108	28.00
INDIANA CO.	SHAW	109	40.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


by Marilyn Harr
Chester A. Hawkins
Sheriff

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF	PARIS CLEANE	date received:	3/24/05	status:	C
VS		case number:	05412CD 05412CD		
DEFENDANT	SATTERLEE & S WILLIAM G	paper type:	COMPLAINT		
ATTORNEY'S NAME	CLEARFIELD CTY SHERIFF	LAST DAY OF SERVICE	4/24/05		
ATTORNEY'S ADDRESS:		# of services:	1		
 ADVANCE CHARGED:		\$100.00			
RECEIVING DOCKETING:	\$9.00	SURCHARGE	\$0.00		
FOUND SERVICE:	\$9.00	NOTARY FEE	\$3.00		
NOT FOUND	\$0.00	MILEAGE	\$19.00		
ADDITIONAL DEFENDANTS SERVED	\$0.00	POSTAGE	\$0.00		
DEPUTIZATION	\$0.00				
 TOTAL COSTS:		\$40.00			
REFUND DUE:		\$60.00			

RETURN OF SERVICE:

NOW 3/31/05 AT 2:30PM SERVED WM SATTERLEE & SONS INC BY

HANDING TO KELLY HELMAN, RECEPTIONIST AT 12475 RT 119 N

ROCHESTER MILLS PA-SHELLENBERGER

SWORN AND SUBSCRIBED BEFORE ME
THIS 5 DAY OF APRIL 2005

Loretta J. Wissinger

NOTARIAL SEAL
LORETTA J. WISSINGER, NOTARY PUBLIC
INDIANA, INDIANA CO
MY COMMISSION EXPIRES MARCH 6, 2006

Robert E. Fyock
ROBERT E. FYOCK, SHERIFF
BY: *Deputy Amy Shellenberger*
DEPUTY AMY SHELLENBERGER

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., : ANSWER, NEW MATTER AND
Defendant : COUNTERCLAIM

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED ^{6K} 3cc
APR 29 2005
Atty Belin
d/3/30/05

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 :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

NOTICE

You are hereby notified to plead to Paragraphs 14 through 26 of the within New Matter and Paragraphs 27 through 30 of the within Counterclaim within twenty (20) days of service thereof, or default judgment may be entered against you.

BELIN & KUBISTA

By 

Carl A. Belin, Jr., Esq.
Attorney for Defendant

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

ANSWER, NEW MATTER, AND COUNTERCLAIM

AND NOW comes William G. Satterlee & Sons, Inc. ("Satterlee"), by and through its attorneys, Belin & Kubista, and files the following Answer, New Matter and Counterclaim, and in support thereof avers as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted in part. It is admitted that Satterlee entered into the "Standard Uniform Rental Agreement" dated October 2, 2001 ("SURA") and Special Products Rental Agreement dated October 2, 2001 ("SPRA") with Paris Cleaners, Inc., t/d/b/a Paris Uniform Rental ("Paris"), attached as Exhibits "A" to the Complaint. It is averred that the SURA and SPRA are leases subject to the Uniform Commercial Code, Article 2A, Leases. Act of 1992, July 9 P.L. 507, No. 97 § 3, 13

Pa.C.S.A. §§ 2A101-2A532. It is further averred these leases were interdependent and were administered as one lease. The balance of the averments constitute legal conclusions for which no reply is necessary and pursuant to Pa. R.C.P. 1029(d) are deemed denied.

4. Paragraph 4 is admitted that David E. Satterlee as President of Satterlee executed the SURA and the SPRA at the same time as interdependent leases.

5. Paragraph 5 is denied that Paris provided Satterlee's needs as required by the SURA and to the contrary it is averred Paris violated the SURA by failing to provide adequate uniforms, to mend the uniforms properly, to deliver cleaned and properly appearing uniforms when needed by Satterlee during the term of the lease. Paris also failed to provide the necessary mats under SPRA during the term of that lease. In further answer thereto, Paris ignored requests for meeting with Satterlee from the summer of 2004 until February of 2005 when Satterlee had to seek an alternative supplier by canceling the lease with Paris due to Paris' conduct in failing to address its various defaults under the leases. In further answer thereto, Paragraphs 14 through 30 of the New Matter and Counterclaim are hereby incorporated by reference and made a

part hereof. It is averred that as a result of the course of dealing and course of performance all communications between Paris and Satterlee were oral and the oral cancellation was proper under the circumstances as set forth in 13 Pa.C.S.A. § 2A202(1). The balance of Paragraph 5 is denied and it is averred Satterlee gathered the Paris uniforms and mats and placed them for pick-up by Paris at each facility upon the cancellation of the lease. It is averred that Paris has picked up the mats and returned them to its inventory.

6. Paragraph 6 is denied and Paragraph 5 of this Answer and Paragraphs 14 through 30 of the New Matter and Counterclaim are hereby incorporated by reference and made a part hereof.

7. Paragraph 7 is denied and Paragraph 5 of this Answer and Paragraphs 14 through 30 of the New Matter and Counterclaim are hereby incorporated by reference and made a part hereof.

8. Paragraph 8 is denied as Paris seeks to recover a penalty rather than actual damages which is not enforceable at common law or under the Uniform Commercial Code 13 Pa.C.S.A. § 2A504(a) and (b). As to the averments set forth in Paragraph 8, Satterlee denies the weekly rental amounts or the resulting calculations and in further answer thereto,

Paragraph 30 of the New Matter and Counterclaim is hereby incorporated by reference and made a part hereof.

9. Paragraph 9 is denied as none of the uniforms were ever delivered on or after October 2, 2004. It is averred the uniforms provided Satterlee under the SURA ending October 2, 2004, had become worn and poorly repaired and had little or no inherent value and Paris' attempt to collect damages for that inventory as new inventory constitutes a penalty which is not enforceable at common law or the Uniform Commercial Code: 13 Pa.C.S.A. § 2A504(a) and (b).

10. Paragraph 10 is denied and Paragraph 9 of this Answer is hereby incorporated by reference and made a part hereof.

11. Paragraph 11 is denied that Satterlee owes Paris for any payments due under the leases and in further answer thereto Paragraph 29 of the New Matter and Counterclaim is hereby incorporated by reference and made a part hereof.

12. Paragraph 12 is denied as Paris is not entitled to attorneys fees for the cause of action set forth in the Complaint as it lacks merit, and in further answer thereto Paragraphs 3 through 11 of this Answer and Paragraphs 14 through 30 of the New Matter and Counterclaim are hereby incorporated by reference and made a part hereof.

13. Paragraph 13 is denied and Paragraph 12 of this Answer is hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendant Satterlee, hereby demands judgment be entered against Paris and in favor of Satterlee on the Complaint.

NEW MATTER

14. Paragraphs 1 through 13 of the Answer are hereby incorporated by reference and made a part hereof.

15. That throughout the term of SJRA, the supervisors of the locations of Satterlee orally complained to the employee of Paris who picked up and delivered the uniforms and mats from the Satterlee locations as that employee was the only contact between Paris and Satterlee during the term of SURA and the SPRA; that the supervisors complained to the Paris employee that the cleaned uniforms were not being delivered timely, that uniforms were torn and were not being repaired, that the repairs were shoddy and substandard, and further that Satterlee was not receiving adequate numbers of uniforms necessary for the Satterlee employees that were to be provided under SURA to the Satterlee employees.

16. That notwithstanding the complaints, the problems with the uniforms continued throughout the term of the contract.

17. That during the summer of 2004, the supervisor in charge of personnel and the uniforms for Satterlee called Paris regarding a billing discrepancy and asked that the billing discrepancy be corrected which was never done.

18. That the supervisor again contacted Paris in September of 2004 and asked for a meeting to review the billing discrepancies and the other problems set forth in Paragraph 15 of the New Matter and Counterclaim which is hereby incorporated by reference and made a part hereof.

19. That following the second request an employee of Paris returned the call and arranged for a meeting before the leases were to expire; however, the Paris employee never kept the appointment for the meeting and never rescheduled the meeting thereafter.

20. That thereafter no one from Paris was available for a meeting and the concerns of Satterlee were never addressed throughout the term of the SURA and the SPRA.

21. That Paris made no attempt to contact Satterlee until the end of January of 2005 when they visited Satterlee and

attempted to review the leases and to learn Satterlee's intentions as to a new uniform provider.

22. That Paris finally met with the President and Supervisor of Satterlee sometime during the first two weeks of February when Satterlee made known the problems they had had with Paris throughout the term of the SURA and SPRA, and the President orally informed Paris that Satterlee was canceling the SURA and the SPRA effective February 5, 2005.

23. That Paris is estopped as a result of its conduct in refusing or failing to meet with Satterlee during the term of SURA to enforce the termination clause of SURA or SPRA. It is further averred that due to the course of dealing and course of performance, Satterlee properly cancelled the SURA and SPRA by orally notifying Paris of its action.

24. That the refusal to meet to address the concerns of Satterlee as to the performance of Paris during the term of SURA is believed to have been intentional so as to avoid the timely termination of the SURA and SPRA and constitutes either fraud or a waiver of strict adherence to the termination set forth in the SURA and SPRA under the circumstances.

25. That following the cancellation, the concerns as to improper charges were audited by Satterlee and the results are

set forth in Paragraph 29 of the New Matter and Counterclaim and is hereby incorporated by reference and made a part hereof.

26. That as a result of the estoppel and waiver, as well as the course of business and course of performance that existed throughout the term of SURA and SPRA as set forth in Paragraph 5 of the Answer and Paragraph 15 of the New Matter which are hereby incorporated by reference and made a part hereof, Satterlee was entitled to cancel SURA and SPRA by oral notification, and as a result, is not liable to Paris in any respect.

COUNTERCLAIM

27. Paragraphs 1 through 13 of the Answer, and Paragraphs 14 through 26 of the New Matter are hereby incorporated by reference and made a part hereof.

28. That the SURA contained the following charge for rental:

"40 employees to be furnished 5 changes of pants/shirts/jkts per week @ \$4.60 per person per week"

(SURA)

and an escalator as follows:

"Upon each 52 week anniversary date of this agreement, Paris will automatically increase[s] sic 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%."

That the SPRA contains a rental as follows:

Description	Quantity	Unit Price
3x5 mats	all	2.75
3x10 mats	all	5.50
4x8 mats	all	5.00"

(SPRA)

and an escalator as follows:

"Upon each 52 week anniversary date of this agreement, Paris will automatically increase[s] sic the prices then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months said CCLA increase not to exceed 6.0%."

29. That the overcharges submitted by billing by Paris for improper charges were as follows:

ACCOUNT OVERCHARGES

October 2001	\$ 308.90
November 2001	337.78
December 2001	339.08
January 2002	317.81
February 2002	286.48
March 2002	326.71
April 2002	315.37
May 2002	347.14
June 2002	303.08
July 2002	363.35
August 2002	341.08

September 2002	323.93
October 2002	319.30
November 2002	331.53
December 2002	336.91
January 2003	349.16
February 2003	309.84
March 2003	325.95
April 2003	325.14
May 2003	340.47
June 2003	339.49
July 2003	308.77
August 2003	330.09
September 2003	321.46
October 2003	399.13
November 2003	338.08
December 2003	379.53
January 2004	366.86
February 2004	324.86
March 2004	350.99
April 2004	368.85
May 2004	370.65
June 2004	379.17
July 2004	325.19
August 2004	290.13
September 2004	272.17
October 2004	314.57
November 2004	265.50
December 2004	344.15
January 2005	747.69
February 2005	173.72

TOTAL OVERCHARGES **\$13,860.06**

30. That Paris refused to meet regarding the overcharges throughout the terms of SURA and SPRA as a result of which Satterlee was relieved of making a demand for the overcharges.

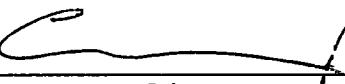
WHEREFORE, Satterlee demands that judgment be entered on the Complaint in favor of Satterlee and against Paris and that

judgment be entered on the Counterclaim in favor of Satterlee
in the amount of \$13,860.06 less \$2,454.12 against Paris.

RESPECTFULLY SUBMITTED,

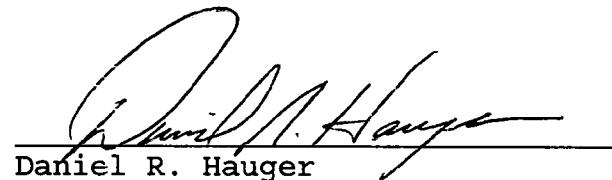
BELIN & KUBESTA

By


Carl A. Belin, Jr., Esq.
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in and Counterclaim the foregoing Answer and New Matter/ are true and correct to the best of his knowledge, information and belief.

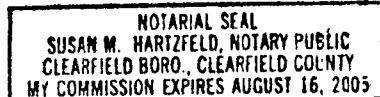


Daniel R. Hauger

Sworn and subscribed before me this 29th day of
April, 2005.



Susan M. Hartzfeld
Notary Public



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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Answer, New Matter and Counterclaim on behalf of the Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 29th day of April, 2005:

Christopher J. Shaw, Esquire
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801

BELIN & KUBISTA

By


Carl A. Belin, Jr., Esq.
Attorney for Defendant

FILED
APR 29 2005
William A. Sibley
Prothonotary/Clerk of

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

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

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

VS.

WILLIAM G. SATTERLEE & SONS, INC.,
Defendant

:
: No. 05 - 415 - CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Reply to New Matter/Answer
: to Counterclaim
:
: 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 NO
MAY 23 2005 CC
MAY 23 2005 (GW)

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. 05 - 415 - CD
WILLIAM G. SATTERLEE & SONS, INC.,	:
Defendant	:

Plaintiff's Reply to New Matter and Answer to Counterclaim

AND NOW, comes the Plaintiff, Paris Cleaners Inc., by and through its attorney, Christopher J. Shaw, Corporate Counsel, and files the following Reply to New Matter and Answer to Counterclaim, and in support thereof avers as follows:

Reply to New Matter

14. In response to Paragraph 14 of the Defendant's New Matter, Paragraphs 1 through 13 of the Plaintiff's Complaint are incorporated by reference and made a part hereof as though set forth at length herein.

15. Denied. Despite reasonable investigation, Plaintiff is unable to either admit or deny the allegations found within paragraph 15 of Defendant's new matter. Therefore, the same are denied and strict proof thereof is demanded at trial. By way of further allegation, although Plaintiff was orally made aware of some complaints made by Defendant during the term of the SURA, all such complaints were resolved in a timely manner, and furthermore, because Defendant never notified Plaintiff of any claimed

service deficiencies in writing delivered by certified mail, any such service issues cannot be the basis to justify Defendant in terminating the SURA.

16. Denied. To the contrary, Plaintiff promptly remedied any issues brought to the attention of it by Defendant, and in fact on many occasions was able to prove that the claimed problems were nonexistent.

17. Denied. To the contrary, although Defendant did call Plaintiff on July 8, 2004 about the prices of mats being different in every location of Defendant instead of being the same, this issue was corrected.

18. Denied. To the contrary, when Defendant's supervisor called on September 16, 2004, it was to add additional men and to see when their contract was due.

19. Denied. Despite reasonable investigation, Plaintiff is unable to either admit or deny the allegations found within paragraph 15 of Defendant's new matter. Therefore, the same are denied and strict proof thereof is demanded at trial.

20. Denied. Despite reasonable investigation, Plaintiff is unable to either admit or deny the allegations found within paragraph 15 of Defendant's new matter. Therefore, the same are denied and strict proof thereof is demanded at trial.

21. Denied. To the contrary, from September 2004 until the end of January 2005, Plaintiff was in contact with various agents of the Defendant on at least 8 separate occasions. In fact, it was learned through various agents of the Defendant that the Defendant was in contact with a competitor about providing their uniform rental services.

22. Denied. To the contrary, only after numerous attempts to meet with and/or speak to the President of the Defendant, was Plaintiff able to speak to said President over the telephone. At that time, there was no discussion of the alleged service issues, but

only that Defendant had contracted with another service provider and that Defendant was terminating the contract.

23. Denied. The allegations of paragraph 23 are conclusions of law to which no responsive pleading are necessary. By way of further allegation, Plaintiff cannot be equitably estopped from enforcing the contract, when the contract provided Defendant a specific way in which to terminate the contract, but Defendant failed to follow the terms of the agreement.

24. Denied. To the contrary, Plaintiff never refused to meet and discuss the issues. Furthermore, at the time Defendant even inquired about when the contract was up, the contract had already renewed due to the failure of Defendant to provide timely notice of its intention not to renew.

25. Denied. Despite reasonable investigation, Plaintiff is unable to either admit or deny the allegations found within paragraph 15 of Defendant's new matter. Therefore, the same are denied and strict proof thereof is demanded at trial.

26. Denied. The allegations of paragraph 26 of the Defendant's new matter are conclusions of law, however erroneous, to which no responsive pleading is necessary. Therefore the same are denied, and strict proof thereof is demanded at trial.

Answer to Counterclaim

27. In response to Paragraph 27 of the Defendant's Counterclaim, Paragraphs 1 through 13 of the Plaintiff's Complaint and Paragraphs 14 through 26 of Plaintiff's Reply to New Matter are incorporated by reference and made a part hereof as though set forth at length herein.

28. Admitted in part denied in part. It is admitted that the SURA and the SPRA contained the language quoted by the Defendant. It is denied, however, that this language is the only language that controls the price to be paid by the Defendant, as other language within both the SURA and SPRA provide for increase or decrease in the level of service, charges for lost or damaged goods, etc.

29. Denied. It is expressly denied that Paris submitted any overcharges to the Defendant. To the contrary, Plaintiff properly invoiced Defendant for all appropriate charges when service level charges and loss and damage charges are factored in. Therefore, the calculations of the Defendant are specifically denied, and strict proof thereof is demanded at trial.

30. Denied. To the contrary, Plaintiff always addressed any issues raised by Defendant including any concerns about the invoiced amounts, as Plaintiff on numerous occasions removed proper loss and damage charges simply on the word of Defendant that certain garments were turned in. By way of further allegation, Defendant in paragraph 24 of their New Matter allege that the “audit” of charges was not performed until after the cancellation of the contract, and therefore, Plaintiff could not have met with Defendant about the alleged overcharges as claimed by the Defendant. The only issues over price being the inconsistent prices charged to Defendant at various locations and the loss and damage charges claimed by Plaintiff were addressed by the Plaintiff.

WHEREFORE, Plaintiff would respectfully demand that the prayer of the counterclaim be denied, and that Judgment be entered against Defendant in the amount claimed in the Plaintiff's Complaint.

Respectfully submitted,



Christopher J. Shaw
Corporate Counsel

Verification

I, Randy Rosetti, am the Vice President of the Uniform Rental Division of the Plaintiff, Paris Cleaner's Inc. As such, I am duly authorized to make this verification on behalf of the Plaintiff. I have read the foregoing Reply to New Matter and Answer to the Counterclaim 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.


Randy Rosetti

Dated: 5/20/05

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

WILLIAM G. SATTERLEE & SONS, INC.,

Defendant

:
: No. 05 - 415 - CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Plaintiff's 1st set of Interrogatories
:
: 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 @
MJD:41371 NOCC
AUG 05 2005

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. 05 - 415 - CD
WILLIAM G. SATTERLEE & SONS, INC.,	:
Defendant	:

Plaintiff's First Set of Interrogatories and Request for Production of Documents
Directed to Defendant

Plaintiff, by and through its attorney, Christopher J. Shaw, Esquire, Corporate Counsel, does hereby demand that the defendant answer the following Interrogatories and Request for Production of Documents under oath, pursuant to the applicable Rules of Civil Procedure, within thirty (30) days from the service thereof. These Interrogatories shall be deemed continuing so as to require supplemental answers if affiant, or anyone on his behalf, obtains further information between the time the answers are served and the time of trial.

Instructions

With respect to each of the following requests, you shall identify and produce any and all documents which are known to you or which can be located or discovered by you through diligent effort on the part of you, your employees, representatives, attorneys, or accountants, including but not limited to all documents which are in the business or personal files of your employees, or accessible to you, your employees, representatives, attorneys or accountants, that are used in whole or in part by you to respond to each interrogatory.

If any documents requested herein or fairly comprised within the scope of the following requests have been lost or destroyed, you shall provide in lieu of a true and correct copy thereof, a list of each document so lost or destroyed together with the following information: (a) the date of origin; (b) a brief description of such document; (c) the author of the document; (d) the date upon which the document was lost or destroyed; and (e) a brief statement of the manner in which the document was lost or destroyed.

Definitions

For purposes of these Interrogatories, the following definitions shall apply:

1. The words "you" or "your" shall mean defendant as well as your agents, attorneys, accountants, consultants, independent contractors and any other individual (including employees) or entity associated or affiliated with defendant or purporting to act on defendant's behalf with respect to the matter in question.
2. The word "document" as used herein shall be understood to mean all written, graphic or otherwise recorded matter, however produced or reproduced, in the

actual or constructive possession, custody, care or control of defendant, its officers, agents, employees and attorneys, or any of them, including but not limited to originals and all copies of correspondence, tapes, disks, microfilms, photographs, telegrams, notes, sound recordings, minutes of director's meetings, minutes of all other types of meetings, memoranda of all types, inter-office communications, reports, contracts, licenses, agreements, ledgers, books of account, vouchers, bank checks, invoices, purchase orders, charge slips, hotel charges, copies of tax returns and tax reports, receipts, freight bills, working papers, computer printouts, statistical records, desk calanders, diaries, time sheets and logs, job matter and transaction files, and any papers or recordings similar thereto, including without limitation hard copy printouts of any such records including e-mails, that are maintained on defendant's computer system.

3. "Identify" or "identification" when used in reference to an individual person means to state his name, present or last known address (business address if still an employee), present or last known position and business affiliation and his position and business affiliations at all times during the period covered by the Complaint.
4. "Describe" or "identify" when used in reference to a document not to be produced when used in reference to a document means to state the type of document (for example letter, memorandum, telegram, chart, e-mail, etc.) the dstate, author, addresses, title, file and identifying number and symbol and the name and address of its custodian. If any such documents are no longer in

your possession or subject to your control state what disposition was made of it and the date thereof.

5. When used herein "the date of the incident complained of" shall refer to those dates set forth in Plaintiff's complaint, or Defendant's Answer, New Matter and Counterclaim filed in response thereto.

Interrogatories

1. State the full corporate name of the Defendant and list:
 - (a) Date of Incorporation
 - (b) State of Incorporation
 - (c) Address of the principle office of the corporation
 - (d) Name and address of each officer of the corporation at the time Plaintiff's services were ended
 - (e) Name and address of each officer of the corporation at the time the contract was executed

ANSWER:

2. State the name, address and job title of the person answering these interrogatories.

ANSWER:

3. State the name, address and job title of any other person who provided information or was consulted in preparing the answers to these interrogatories and for each, identify what information relative to answering the interrogatory was provided by each such individual.

ANSWER:

4. State the name of the Cintas representative, who was in contact with Defendant, and

- (a) Identify when the representative was first in contact with Defendant;
- (b) Identify when the contract with Cintas was executed and
- (c) Provide a complete copy of the contract executed with Cintas.

ANSWER:

5. In Paragraph 5 of the Defendant's Answer, there appears the statement "...it is averred that Paris violated the SURA by failing to provide adequate uniforms..."

As to this allegation:

- (a) Identify by date each and every incident where Plaintiff failed to provide adequate uniforms.
- (b) Identify in what manner Paris failed to provide adequate uniforms on each date or incident.
- (c) Identify the person who possesses knowledge about each incident identified in (a) above.
- (d) Detail the manner in which Paris was notified of the alleged failure to provide adequate uniforms including the manner communicated, the name of the Paris employee who was notified, the date of the notification, the identity of the Defendant's employee making the notification for each separate incident identified in (a) herein.

ANSWER:

6. In Paragraph 5 of the Defendant's Answer, there appears the statement "...it is averred that Paris violated the SURA by failing to...mend the uniforms properly..." As to this allegation:

- (a) Identify by date each and every incident where Plaintiff failed to mend the uniforms properly.
- (b) Identify in what manner Paris failed to mend the uniforms properly on each date or incident.
- (c) Identify the person who possesses knowledge about each incident identified in (a) above.
- (d) Detail the manner in which Paris was notified of the alleged failure to mend the uniforms properly including the manner communicated, the name of the Paris employee who was notified, the date of the notification, the identity of the Defendant's employee making the notification for each separate incident identified in (a) herein.
- (e) Identify any and every occasion where Defendant or any of Defendant's employees identified specific garments being returned as in need of repair and for each include the date the garment needing repair was returned to Paris, the nature of the repair needed, and the manner in which the needed repair was communicated to Paris.

ANSWER:

7. In Paragraph 5 of the Defendant's Answer, there appears the statement "...it is averred that Paris violated the SURA by failing to ...deliver cleaned and properly appearing uniforms when needed by Satterlee..." As to this allegation:

- (a) Identify by date each and every incident where Plaintiff failed to deliver cleaned and properly appearing uniforms when needed by Satterlee.
- (b) Identify in the number of uniforms needed by Satterlee and not delivered on each date or incident.
- (c) Identify the person who possesses knowledge about each incident identified in (a) above.
- (d) Detail the manner in which Paris was notified of the alleged failure to deliver cleaned and properly appearing uniforms when needed by Satterlee including the manner communicated, the name of the Paris employee who was notified, the date of the notification, the identity of the Defendant's employee making the notification for each separate incident identified in (a) herein.
- (e) On a weekly basis, Paris delivers clean uniforms and picks up dirty uniforms. It then takes these uniforms back to its plant, launders the uniforms and delivers the clean uniforms to Satterlee the next weekly delivery. As such, for each incident that Defendant is alleging that Paris failed to deliver cleaned and properly appearing uniforms when needed, identify each employee of Defendant so affected, and the number of uniforms turned into Paris by such employee the week prior to Paris allegedly failing to deliver clean and properly appearing uniforms when needed.

ANSWER:

8. In Paragraph 5 of the Defendant's Answer, there appears the statement "Paris also failed to provide the necessary mats under SPRA during the term of that lease."

As to this allegation:

- (a) Identify by date each and every incident where Plaintiff failed to provide necessary mats.
- (b) Identify in what manner Paris failed to provide necessary mats on each date or incident.
- (c) Identify the person who possesses knowledge about each incident identified in (a) above.
- (d) Detail the manner in which Paris was notified of the alleged failure to provide necessary mats including the manner communicated, the name of the Paris employee who was notified, the date of the notification, the identity of the Defendant's employee making the notification for each separate incident identified in (a) herein.

ANSWER:

9. On any occasion where Defendant complained of any service deficiency including but not limited to each of those identified in the preceding 4 Interrogatories, list the following:

- (a) The remedial action taken by Paris in response to the Complaints lodged by Defendant.
- (b) The date on which such deficiency was remedied.
- (c) If known by Defendant, the identity of the Paris representative that remedied the issue with the Defendant.

ANSWER:

10. In Paragraph 5 of the Defendant's Answer, there appears the statement "...Paris ignored requests for meeting with Satterlee from the summer of 2004 until February of 2005 ..." As to this allegation:

- (a) Identify by date each and every attempt made by Defendant to "meet with Paris".
- (b) The name of the individual making the request to meet.
- (c) The manner this request was communicated to Paris.
- (d) The name, if known, of the Paris employee to whom the request to meet was made.
- (e) The number of times the request to meet was repeated to anyone other than the Paris employee delivering the uniforms.

ANSWER:

11. Identify by date each and every time any employee of Defendant had contact with any employee of Paris other than the Paris employees that delivered uniforms to Defendant, and for each such contact identify the following:

- (a) The name of Defendant's employee initiating such contact.
- (b) The purpose the Defendant's employee had in contacting Plaintiff other than through the Paris employees delivering uniforms.
- (c) The name of the Paris employee who was contacted.

ANSWER:

12. Paragraph 17 of Defendant's New Matter states "...(During the summer of 2004, the supervisor in charge of personnel and the uniforms for Satterlee called Paris regarding a billing discrepancy and asked that the billing discrepancy be corrected..." As relevant to this allegation:

- (a) Identify who is the supervisor in charge of personnel and uniforms for Satterlee.
- (b) Specify the date this individual made the telephone call to Paris.
- (c) Specify who this individual requested to speak with at Paris.
- (d) Explain in detail the alleged billing discrepancy that this employee identified and wished to discuss.
- (e) Explain in detail in what manner the discrepancy claimed was never corrected.
- (f) Explain in detail any explanation given by any Paris employee for the alleged billing discrepancy.

ANSWER:

13. In paragraph 19 of Defendant's New Matter, it is alleged that "...an employee of Paris returned the call and arranged for a meeting..." As to this allegation please answer the following:

- (a) The date the Paris employee returned the call.
- (b) The name of the Paris employee returning the call.
- (c) The name of the Defendant's employee receiving this return call.
- (d) The alleged date and time upon which this meeting was to be held, and for such meeting provide a copy of the schedule for the Defendant's employee showing that such a meeting was to be held.

(e) Did the Defendant's employee who was to meet with the Paris employee ever make any followup contact to reschedule a meeting, and if so, identify all efforts this Defendant's employee made to reschedule.

ANSWER:

14. Paragraph 29 of Defendant's Counterclaim alleges "that the overcharges submitted by billing by Paris for improper charges were as follows:" and then lists alleged overcharges and amounts from October 2001 through February 2005. For each such month in which Defendant alleges an overcharge, specify the following:

- (a) The name of the person calculating the alleged overcharge, the date the overcharge calculation was began and the date the overcharge calculation was completed.
- (b) Provide copies of each invoice from Paris during the alleged overcharge period.
- (c) Specify the amount that Defendant alleges should have been charged and the amount actually charged by Paris. For each such month identify the number of employees in uniforms, the amount charged by employee and the amount Defendant claims should have been charged by employee and location.
- (d) Specify the dates of all price increases properly charged by Paris during the terms of either the SURA or the SPRA.
- (e) Specify each and every time Defendant requested to add, deduct or move an employee for any of its locations.
- (f) Identify the number of garments lost or destroyed by employee for any of Defendant's employees receiving uniforms and how appropriate charges for such were calculated into Defendant's overcharging audit.

ANSWER:

15. Identify the dates at each of Defendant's locations that a Cintas employee measured Defendant's employees in preparation for Cintas providing uniforms to Defendant's employees.

ANSWER:

16. For each of the dates identified in Interrogatory 15 above, please identify the date the arrangements were made with the Cintas employee to come to the Defendant's locations on the specified dates, and the name of the Defendant's employee that made the arrangements.

ANSWER:

17. Describe in detail including the date the alleged meeting, the location of the meeting, the names of any Paris employees involved, the names of any Defendant's employees involved, and the content of the discussions that form the basis of the allegations of paragraph 22 of the Defendant's New Matter.

ANSWER:

18. Please identify the full name, the dates of employment, the job description(s) and the physical locations where the individual has worked for each of the following individuals that have contacted Paris relative to various issues arising out of the SURA & SPRA since October 2, 2001, and if any of them are no longer employed by Defendant, the latest address Defendant has for any of these individuals:

- (a) An individual known only as Tammy;
- (b) Dan Hauger;
- (c) An individual known only as Chad;
- (d) An individual known only as Rod;
- (e) An individual known only as Brad;
- (f) Terry Kruise;
- (g) An individual known only as Joe;
- (h) Dave Hoch;
- (i) An individual known only as Stacey
- (j) An individual known only as Nancy;
- (k) Bill Bennett;
- (l) An individual known only as Scott;
- (m) An individual known only as Tim.

If there are more than one individuals having the first name of those known only by their first name listed above, provide the relevant information for each of Defendant's employees having these first names.

ANSWER:

19. Kindly supplement your responses to these Interrogatories if additional information and/or documents become available to you.

Respectfully Submitted,

Christopher J. Shaw

Christopher J. Shaw, Esquire
Attorney for Plaintiff

Pa. Sup. St. ID# 46836
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801
(814) 375-9700 x 706

Verification

I, _____, am the _____, of the Defendant, William G. Satterlee & Sons, Inc. I verify that the answers to the foregoing Interrogatories are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

William G. Satterlee & Sons, Inc.

By _____
(Title)

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., : CERTIFICATE OF SERVICE
Defendant :
:

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED NO
11/04/05
SEP 07 2005
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

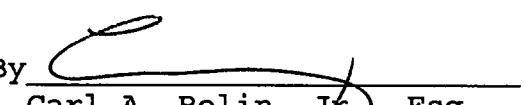
PARIS CLEANERS, INC., t/c/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Answers to Plaintiff's 1st Set of Interrogatories on behalf of the Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 6th day of September, 2005:

Christopher J. Shaw, Esquire
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Paris Cleaners, Inc.

d/b/a Paris Uniform Rental

(Plaintiff)

67 Hoover Ave., P.O. Box 1043

(Street Address)

DuBois, PA 15801

(City, State ZIP)

CIVIL ACTION

No. 05 - 415 - CD

Type of Case: Civil Action

Type of Pleading: Certificate of Readiness

VS.

William G. Satterlee & Sons, Inc.

(Defendant)

12475 Route 119 North

(Street Address)

Rochester Mills, PA 15771

(City, State ZIP)

Filed on Behalf of:

Plaintiff

(Plaintiff/Defendant)

Christopher J. Shaw, Esquire

(Filed by)

67 Hoover Avenue, P.O. Box 1043

DuBois, PA 15801

(Address)

(814) 375-9700 x 706

(Phone)

Christopher J. Shaw

(Signature)

FILED NO CC
APR 30 2001
APR 30 2001
APR 30 2001

William A. Shaw
Prothonotary/Clerk of Courts

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Paris Cleaners, Inc. d/b/a
Paris Uniform Rental

Case Number: 05 - 415 - CD

Defendant(s): William G. Satterlee & Sons, Inc.

To the Prothonotary:

Arbitration Limit: _____
Type Trial Requested: Jury Non-Jury Arbitration
Estimated Trial Time: 1 day

Jury Demand Filed By: Plaintiff
Date Jury Demand Filed: March 24, 2005

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

Christopher J Shaw
(Signature)

April 27, 2007

(Date)

For the Plaintiff: Christopher J. Shaw (814) 375-9700 Telephone Number

For the Defendant: Carl A. Belin, Jr. (814) 765-8972 Telephone Number

For Additional Defendant: _____ **Telephone Number:** _____

Certification of Current Address for all parties or counsel of record:

Name: Christopher J. Shaw	Address: 67 Hoover Ave. PO Box 1043	City/State/Zip: DuBois, PA 15801
Name: Carl A. Belin, Jr.	Address: 15 N. Front St. PO Box 1	City/State/Zip: Clearfield, PA 16830
Name:	Address:	City/State/Zip:

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: NO. 05 - 415 - CD
vs. :
:
WILLIAM G. SATTERLEE & SONS, INC., : MOTION TO DISQUALIFY
Defendant : COUNSEL

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED
024651
AUG 16 2007 Atty
W.A. Shaw
Prothonotary/Clerk of Courts
Belin

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

MOTION TO DISQUALIFY COUNSEL

AND NOW comes William G. Satterlee & Sons, Inc. ("Satterlee"), by and through its attorneys, Belin, Kubista & Ryan, and hereby requests the Court to disqualify the attorney for Plaintiff, and in support thereof avers as follows:

1. Plaintiff Paris Cleaners, Inc., t/d/b/a Paris Uniform Rental ("Paris"), filed suit in the above-captioned action on March 24, 2005.
2. That Christopher J. Shaw, who identified himself as corporate counsel, filed and signed the complaint.
3. That at all times prior thereto, Christopher J. Shaw was an employee of Paris.
4. That Christopher J. Shaw sent a letter to Satterlee dated February 18, 2005, that was signed by Christopher J. Shaw

as employee thereof on Paris stationery, a copy of which is hereto attached as Exhibit "A" and made a part hereof.

5. That at all times during this case, counsel for Satterlee has communicated with Mr. Shaw at Paris' offices.

6. That Mr. Shaw does not maintain a private law practice but acts as in-house counsel for Paris, including the collection of debts for the company.

7. That under the laws of Pennsylvania, particularly *Walacavage v. Excell 2000 Inc.*, 480 A.2d 281 at 285 (Pa.Super. 1984), a corporation cannot represent itself but must act through an attorney-at-law who practices before the court.

8. Under the law of Pennsylvania, the corporation must have an attorney that is subject to the court system rather than as employee of the corporation: see *Walacavage* at 285 citing *MacNeil v. Hearst*.

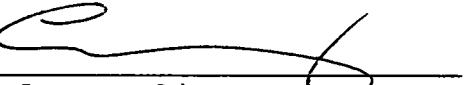
9. That counsel is generally prohibited from participating in a case where he may become a witness.

WHEREFORE, based on the above reasons, Satterlee hereby requests Your Honorable Court to enter an order disqualifying

Christopher J. Shaw as attorney for Paris in this case.

RESPECTFULLY SUBMITTED,

BELIN, KUBISTA & RYAN

By 

Carl A. Belin, Jr., Esq.
Attorney for Defendant



February 18, 2005

David Satterlee
W.G. Satterlee & Sons, Inc.
R.D. #1, Box 173
Rochester Mills, PA 15771

Re: Anticipated Breach of Contract

Dear Mr. Satterlee:

Please be advised that I am Corporate Counsel for Paris Cleaners Inc., t/d/b/a Paris Uniform Rental & Supply. A few moments reading this correspondence may save your company a significant sum of money.

You are under contract with Paris Companies to have Paris provide your uniform and textile rental requirements until October 1, 2007. Despite your contractual obligations, we have learned that you are in the process of changing over your uniform rental requirements to a competitor believed to be Cintas. **I would urge you to reconsider before finalizing a decision that will cost you a large amount of money.**

Unless you continue to accept and pay for deliveries from Paris through October 1, 2007, you will be in breach of your contract. Your contract with Paris provides certain remedies if you breach this Agreement. Among these remedies are that you would be subject to pay Paris the liquidated damages provided for in the contract. Enclosed please find an invoice for liquidated damages that will become due if you in fact breach your contract. As you can see, if you breach the contract, you will owe Paris \$52,597.31 as liquidated damages. Furthermore, if Paris is forced to litigate to remedy your breach, the contract provides that you will be responsible for Paris' attorney fees in enforcing this agreement, in addition to your own attorney's fees.

Paris entered into this contract intending to fulfill its obligations, and has expended a sizable sum of money expecting all their customers would honor their contracts. Paris stands fully prepared to fulfill its obligations under this contract by providing you the quality of merchandise and service Paris delivers to all of its customers. **However, if you continue with your decision to breach your contract with Paris, I can likewise assure you that Paris will take all appropriate actions to receive all monies due it under the terms of the contract.**

PARIS COMPANIES

PARIS UNIFORM RENTAL & SUPPLY • PARIS HEALTHCARE LINEN SERVICE
PARIS CLEANERS, INC. • HOUR GLASS CLEANERS
67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801-1043
PHONE (814) 375-9700 • FAX (814) 375-4567

Exhibit "A"

I believe, W.G. Satterlee & Sons, Inc. has recently entered into a contract or at least discussions with Cintas. I further believe that to date Cintas has not yet invested money preparing to service the textile and uniform rental needs at your particular location. **Since Cintas has potential exposure for tortious interference with contractual relations should you continue with your anticipated breach of your contract with Paris, I suspect they would be willing to wait until your current contract with Paris has expired and not seek to enforce the terms of their contract with you at this time. However, Cintas may not be willing to let you out of your contract with them once they have expended money preparing to provide rental services to you. Therefore, time is of the essence.**

I trust that you will reconsider your decision to breach your contract with Paris. Paris has a history of providing all of its customers, with the quality product that you and your employees demand, and Paris stands prepared to continue meeting its responsibilities under the contract. Paris would much rather continue meeting your textile and uniform rental needs through October 1, 2007 at which time you would be free, if you so desire, to utilize the services of Cintas or any other provider, than to engage in protracted legal actions against you to collect monies to which they are legally and contractually entitled.

I am sure you can easily see how continuing to breach your contract with Paris will cost you far more than what you think you would be saving by changing to Cintas at this time. Paris awaits any decision you make following reconsideration.

Sincerely,



Christopher J. Shaw
Corporate Counsel

CJS/mjs

CC:

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Motion to Disqualify Counsel on behalf of the Defendant in the above-captioned matter to the following party by postage prepaid United States first class mail on the 16th day of August, 2007:

Christopher J. Shaw, Esquire
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801

BELIN, KUBISTA & RYAN

By 

Carl A. Belin, Jr., Esq.
Attorney for Defendant

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

PARIS CLEANERS, INC. t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
V. : NO. 05-415-CD
WILLIAM G. SATTERLEE & SONS, INC. :
Defendant :
CA

ORDER

AND NOW, this 27th day of August, 2007, the Court having been advised by counsel that an agreement has been reached with regard to this matter, it is the ORDER of this Court that the parties shall file Praeclipe to Settle/Discontinue within no more than thirty (30) days of this date.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED
03-18-2007 105
AUG 28 2007 Atty's:
C. Shaw
Belin
William A. Shaw
Prothonotary/Clerk of Courts
(GK)

FILED

AUG 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/28/07

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) Defendant(s) Attorney

 Special Instructions:

FILED

SEP 26 2007

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William A. Shaw

Prothonotary/Clerk of Courts

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

2 Cents to Mail

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
vs. :
: NO. 05 - 415 - CD Disc.
WILLIAM G. SATTERLEE & SONS, INC., : JCINT STIPULATION
Defendant : FCR DISCONTINUANCE
to Review
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Filed on Behalf of:
Plaintiff

Christopher J. Shaw, Esquire
PA I.D. #46836

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

On behalf of the Defendant:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.C. Box 1
Clearfield, PA 16830
(814) 765-8972

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

PARIS CLEANERS, INC., t/d/b/a :
PARIS UNIFORM RENTAL, :
Plaintiff :
: No. 05 - 415 - CD
vs. :
: WILLIAM G. SATTERLEE & SONS, INC., :
Defendant :
:

STIPULATION FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Upon stipulation of counsel for Plaintiff and Defendant,
please mark the above action, including complaint and
counterclaim, settled, discontinued and ended.

BELIN, KUBISTA & RYAN

By Christopher J. Shaw By C
Christopher J. Shaw, Esquire Carl A. Belin, Jr., Esquire
Corporate Counsel for Attorney for Defendant
Plaintiff

163
78
59

Photostatry/Clerk of Courts
William A. Snow

SEP 26 1987

FILE

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

CIVIL DIVISION

Paris Cleaners, Inc., t/d/b/a

Paris Uniform Rental

Vs.

No. 2005-00415-CD

William G. Satterlee & Sons, Inc.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 26, 2007, marked:

Settled, discontinued and ended.

Record costs in the sum of \$163.00 have been paid in full by Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of September A.D. 2007.

William A. Shaw, Prothonotary