

05-1115-CD
DuBois

DuBois Medical Supply vs Debra Milchak
2005-1115-CD

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

DUBOIS MEDICAL SUPPLY
COMPANY, INC.,

Plaintiff

vs.

DEBRA A. MILCHAK,
Defendant

No. 05-1115-CD

Type of Pleading:

COMPLAINT IN EQUITY

Filed on Behalf of:

PLAINTIFF

Counsel of Record for
This Party:

Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

814-371-7768

Date: _____

10/18/2005 1CC Atty
0184887 1CC Staff
AUG 02 2005
Atty PD
William A. Sraw
Prothonotary/Clerk of Courts
85.00

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-EQUITY

DUBOIS MEDICAL SUPPLY,
COMPANY, INC., :
Plaintiff :
vs. : No. _____, 2005, C.D.
DEBRA A. MILCHAK, :
Defendant :
:

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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

(814) 765-2641 Ext. 1300

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-EQUITY

DUBOIS MEDICAL SUPPLY, :
COMPANY, INC., :
Plaintiff :
vs. : No. _____, 2005, C.D.
DEBRA A. MILCHAK, :
Defendant :
vs. :

COMPLAINT IN EQUITY

AND NOW, comes the Plaintiff, DUBOIS MEDICAL SUPPLY COMPANY, INC., by and through their attorneys, HANAK, GUIDO AND TALADAY, and files this Complaint and in support thereof aver the following:

1. Plaintiff, DUBOIS MEDICAL SUPPLY COMPANY, INC., is a corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal office located at 320 Liberty Blvd., DuBois, Clearfield County, Pennsylvania.
2. The Defendant, DEBRA A. MILCHAK, is an adult individual who has a mailing address of 103 Canterbury Common, Indiana, Indiana County, Pennsylvania.

COUNT I

3. Paragraphs 1 and 2 are incorporated herein by reference as though the same were set forth more fully at length.

4. Venue in this court is proper under Pa.R.C.P. 1006, 2130 and 2179(a) in that the Plaintiff's principal place of business is located in the City of DuBois, Clearfield County, Pennsylvania.

5. Defendant was employed by the Plaintiff on or about February 26, 2003, and was assigned by the Plaintiff to act as marketing director in the business known as Cambria Respiratory Care which the Plaintiff operates under a duly filed fictitious name.

6. Pursuant to her employment, Defendant executed an Agreement dated February 27, 2003, which is fully supported by adequate consideration. A true and correct copy of which is attached hereto and marked as Exhibit "A".

7. Throughout her employment, Defendant has acted as marketing director as previously averred.

8. On or about 20th day of June, 2005, the Defendant resigned her position with the Plaintiff and in turn accepted employment with John C. Rezk, trading and doing business as Rezk Medical Supply with offices in Carrolltown in Cambria County and in Beaver, Beaver County, Pennsylvania.

9. Said Agreement dated February 27, 2003, copy of which is attached hereto as Exhibit "A", provides in part that throughout the term of her employment and that for a period of one year thereafter, within a territory of 40 miles in radius of any present or future offices

or location of Plaintiff, Defendant agreed to not individually or in conjunction with any other person or as an employee, agent, representative or partner or holder of any interest in any firm, corporation or other association engage in any business which would be in competition with the Plaintiff's business.

10. In violation of Section 4, entitled "Restrictions Against Competition" since her resignation on June 20, 2005, the Defendant, engaged in employment and activities related to the employment with John C. Rezk, trading as Rezk Medical Supply in violation of said agreement dated February 27, 2003, a copy of which is attached hereto and marked Exhibit "A".

11. Should the Court grant injunctive relief to Plaintiff, Defendant will incur little, if any, injury for which injury she has adequate remedies at law. The balance of equities therefore favor Plaintiff.

12. In addition to injunctive relief, hearing requested, the Plaintiff further requests that your Honorable Court enter judgment in the amount of the attorney's fees and costs expended by the Plaintiff in prosecuting this action pursuant to Subsection (b) of Paragraph 5, entitled "Remedies of Said Agreement" dated February 27, 2003.

13. Plaintiff also seeks an Order pursuant to Pa.R.C.P. 115.31 preliminary and permanently enjoining Defendant from violating the covenants of said Agreement dated February 27, 2003.

14. If required by the Court, Plaintiff will deposit money or bond with the Court in whatever amount the Court may determine is just for

security. It is believed that only irreparable harm that would be caused to the Plaintiff since the Defendant is engaging in activities in competition with Plaintiff's business and in violation of said Agreement dated February 27, 2003. Thus the amount of any security bond should be merely nominal.

15. Should the Court not grant injunctive relief, the Plaintiff believes and therefore avers that it will incur great and irreparable harm and damage from the permanent loss due to Defendant's violations of the terms and conditions of said agreement dated February 27, 2003.

WHEREFORE, Plaintiff requests that this Court enter an Order:

- (a) Permanently enjoining Defendant from violating the terms of said Agreement dated February 27, 2003;
- (b) Enjoin Defendant from competing with Plaintiff in the business of the Plaintiff for a period of one year in the protected territory as provided for by said agreement dated February 27, 2003;
- (c) Award Plaintiff's costs incurred as a result of Defendant's wrongful act;
- (d) Awarding Plaintiff reasonable attorney's fees for prosecuting this action;
- (e) Providing such other relief as the Court deems just and proper.

COUNT II

Unjust Enrichment

16. Paragraphs 1 through 15 are incorporated herein by reference as though the same were set forth more fully at length.

17. As a result of Defendant competing with Plaintiff in violation of said Agreement dated February 27, 2003, such actions will confer upon Defendant benefits which are unjust to the detriment of Plaintiff.

18. Defendant's actions constitute an unjust retention of a benefit to the loss of the Plaintiff will cause Plaintiff to suffer serious financial injury and inequities as a result that have or probably will in the future result in substantial damages.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount Defendant has received as a result of Defendant's wrongful acts as set forth in the Count I of this Complaint.



Anthony S. Guido
Attorney for Plaintiffs

VERIFICATION

I, PAUL K. REZK, President of DuBOIS MEDICAL SUPPLY COMPANY, INC., do hereby state that I am the authorized agent for purposes of filing this Complaint. The statements therein are correct to the best of my personal knowledge, information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 7-28-05



Paul K. Rezk, President

AGREEMENT

THIS AGREEMENT, made this 27 day of Feb,
2003, by and between DUBOIS MEDICAL SUPPLY, INC., a business
corporation, organized and existing under the laws of the
Commonwealth of Pennsylvania, with an office and place of business at
405 East Sheridan Avenue, DuBois, Pennsylvania, party of the first
part, hereinafter referred to as the "COMPANY"

-AND-

Debra Milchak of Indiana, Pa, Indiana County
Pennsylvania, party of the second part, hereinafter referred to as
"EMPLOYEE".

1. Identification of Parties. Whenever in this Agreement the
terms "you" or "your" are used, reference is being made to you, the
Employee. Whenever the term "Company" is used, reference is being
made to DuBois Medical Supply, Inc., and all of its successors and
assigns.

2. Consideration for Agreement. In consideration of your
employment as a Marketing Director and the agreed-upon
compensation, the sufficiency of which you hereby acknowledge, you
agree to all of the terms and conditions contained in this Agreement.

As additional consideration for this Agreement, Employee
acknowledges being a new hired employee or if a present employee, a
compensation increase.

3. Agreement Not to Disclose Confidential Information.

(a) You acknowledge that the following items (collectively referred to as "confidential information") used in the Company's business are secret, confidential, unique, and valuable, were developed by the Company at great cost and over a long period of time, and that disclosure or use of the Company's confidential information to or by anyone other than the Company's officers, agents, or authorized employees will cause company irreparable injury. The Company's confidential information includes:

- (i) Client lists, prospect call lists, and other customer data;
- (ii) Price lists, vendor lists, computer printouts, account receivable reports, revenue reports and similar financial information;
- (iii) Proposals, contracts, leases, rental agreements, and marketing information;
- (iv) Employee lists; and
- (v) Such other Company information designated as confidential, proprietary, and/or trade secret to which you gain access during your employment.

(b) Except as required in the performance of your duties as an Employee of the Company, you agree not to disclose to anyone the Company's confidential information, whether such information is developed before or after the date of this Agreement.

(c) The restrictions against disclosure contained in this Agreement apply during and after your employment with the Company.

(d) The restrictions against disclosure contained in this Agreement also apply to confidential information developed by you while employed by the Company.

(e) Upon termination of your employment for any reason, you will promptly deliver to the Company all tangible objects containing confidential information, including all copies thereof, whether prepared by you or others, that you possess or have under your control.

4. Restrictions Against Competition.

(a) You agree that throughout the term of your employment with the Company and for a period of 1 years thereafter, within a territory of 40 miles in radius, of any present or future offices or locations of the Company, you will not, individually or in conjunction with any other person, or as an employee, agent, representative, partner, or holder of any interest in any other person, firm, corporation, or other association:

(i) Solicit, entice, induce any person, firm, or corporation, who or which at any time during your employment with the Company was a customer of the Company, to become a client or customer of any other person, firm, or corporation, or other association;

(ii) Authorize or direct any person, firm, or corporation to solicit, entice or induce any person, firm or

corporation, who or which at any time during your employment with the Company was a customer of the Company, to become a customer of any other person, firm or corporation, or other association;

(iii) Solicit, entice, or induce any person who presently is or at any time during your employment with the Company will be, an employee of the Company, to become employed by any other person, firm, corporation, or other association, and you shall not approach any such employee for such purpose or authorize or direct the taking of such actions by any other person;

(iv) Directly or indirectly solicit, participate in, or accept business similar to any aspect of the Company's business from any person, firm, or other association, who or which was a customer or prospect of the Company during your employment with the Company and with whom you had business contact while employed by the Company, "Business Contact" for these purposes shall include your telephonic, written and/or face to face business communication with representatives of the customer or prospect.

Nothing in the foregoing shall prohibit you, after termination of your employment with the Company from engaging in any business that is not in competition with the Company. At no time during or after your employment by the Company shall you be prohibited from investing in the securities of any corporation having securities listed on a national security exchange, provided that such investment does not exceed five percent of any class of securities of any corporation engaged in business in competition with the Company, and provided

that such ownership represents a passive investment and that neither you nor any group of persons including you, in any way, either directly or indirectly, manages or exercises control over any such corporation, guarantees any of its financial obligations, or otherwise takes part in its business, except in the exercise of your rights as a shareholder.

5. Remedies.

(a) You acknowledge that the restrictions contained in this Agreement are reasonable and necessary in view of the nature of the Company's businesses and in order to protect the legitimate business interests of the Company. You further acknowledge that your violation of the restrictions, or any of them, would result in irreparable injury to the Company. Therefore, you agree that, in the event of a breach or threatened breach by you of the provisions of Paragraphs 3 or 4 of this Agreement, the Company shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief restraining you from any violation of Paragraphs 3 or 4 of this Agreement.

(b) You further agree that if the Company institutes legal action to enforce any provision of this Agreement, you will pay the Company's attorney's fees and litigation costs incurred in enforcing the Agreement.

(c) Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for a breach or threatened breach of this Agreement.

(d) The parties acknowledge their intention that the Company shall have the broadest possible protection of the value of the Company's business, consistent with public policy. Should a court determine that the durational or geographical restrictions on post-employment competition are broader than public policy allows, the parties agree to accept whatever the court (duration or geographic scope) finds to be permissible under public policy.

6. Survival. The provisions of Paragraphs 3, 4, and 5 shall survive the termination of your employment, regardless of the reason for termination.

7. Miscellaneous.

(a) This Agreement cancels and supersedes any and all prior agreements and understandings between or among you and the Company with respect to your employment with the Company. This Agreement may not be modified in any respect except in a writing signed by the parties hereto.

(b) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that your duties and responsibilities hereunder are of a personal nature and shall not be assignable or delegatable, in whole or in part, by you.

8. Severability. In the event that any provision(s) of this Agreement are deemed invalid, unreasonable or unenforceable by any court of competent jurisdiction, such provision(s) shall be stricken

from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above shall continue in full force and effect and be binding upon the parties.

9. Controlling Law. The validity, interpretation, construction, performance, and enforcement of this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth above the day and year first above written.

WITNESSES:

Becky Fees

EMPLOYEE:

Dulra A Milchak (SEAL)

Attest:

Karen M. Relyea
Secretary

DUBOIS MEDICAL SUPPLY
INC., by:

Tom M
President

DUBOIS MEDICAL SUPPLY : IN THE COURT OF COMMON PLEAS OF
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, : CIVIL ACTION - LAW
vs. : No. 05-1115-CD
DEBRA A. MILCHAK, : ENTRY OF APPEARANCE
Defendant : **COUNSEL OF RECORD FOR PARTY:**
: JAMES A. NADDEO, ESQUIRE
: I.D. No.: 06820
: 211 EAST LOCUST STREET
: POST OFFICE BOX 552
: CLEARFIELD, PENNSYLVANIA 16830
: (814) 765-1601

68
FILED ^{cc}
13:39 2005 Atty Naddeo
AUG 22 2005 Copy to CIA
William A. Shaw
Prothonotary/Clerk of Courts

DUBOIS MEDICAL SUPPLY : IN THE COURT OF COMMON PLEAS OF
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, : CIVIL ACTION - LAW
: No. 05-1115-CD
: vs.
: DEBRA A. MILCHAK,
: Defendant

ENTRY OF APPEARANCE

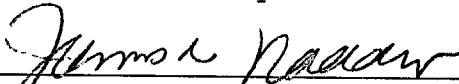
Enter our appearance for Defendant, Debra A. Milchak only in the above-captioned case. Papers may be served at the address stated below.

DEMAND FOR JURY TRIAL

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as amended, a Jury Trial is demanded on all issues raised by the pleadings in the above-captioned action.

We certify that this entry of Appearance and Demand for Jury Trial shall be served forthwith by ordinary mail upon all parties.

James A. Naddeo, Esquire
211 East Locust Street
Post Office Box 552
Clearfield, Pennsylvania 16830

By 

James A. Naddeo, Esquire
Attorneys for Defendant,
John C. Rezk

DATED: August 17, 2005
cc: Ronald P. Carnevali, Jr., Esquire
Anthony S. Guido, Esquire
Ms. Debra A. Milchak
Mr. John C. Rezk

DUBOIS MEDICAL SUPPLY COMPANY, INC., : IN THE COURT OF COMMON PLEAS OF
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : CIVIL ACTION - LAW
DEBRA A. MILCHAK, : No. 05-1115-CD
Defendant :
: ENTRY OF APPEARANCE
: COUNSEL OF RECORD FOR PARTY:
: RONALD P. CARNEVALI, JR., ESQUIRE
: I.D. No.: 47733
: SPENCE, CUSTER, SAYLOR, WOLFE &
: ROSE, LLC
: AMERISERV FINANCIAL BUILDING
: POST OFFICE BOX 280
: JOHNSTOWN, PENNSYLVANIA 15907
: (814) 536-0735

6P
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013:39 AM
AUG 22 2005
Copy to CIA
William A. Shaw
Prothonotary/Clerk of Courts

DUBOIS MEDICAL SUPPLY : IN THE COURT OF COMMON PLEAS OF
COMPANY, INC., : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, : CIVIL ACTION - LAW
: No. 05-1115-CD
vs. :
DEBRA MILCHAK, :
Defendant :
:

ENTRY OF APPEARANCE

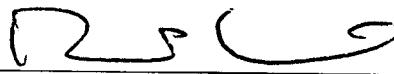
Enter our appearance for Defendant, Debra Milchak only in the above-captioned case. Papers may be served at the address stated below.

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We certify that this entry of Appearance and Demand for Jury Trial shall be served forthwith by ordinary mail upon all parties.

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE, LLC
AmeriServ Financial Building
Post Office Box 280
Johnstown, Pennsylvania 15907

By 
Ronald P. Carnevali, Jr., Esquire
Attorneys for Defendant,
Debra A. Milchak

DATED: August 17, 2005

cc: James A. Naddeo, Esquire
Anthony S. Guido, Esquire
Ms. Debra A. Milchak
Mr. John C. Rezk

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 05-1115-CD

DUBOIS MEDICAL SUPPLY, INC.,

Plaintiff,

vs.

DEBRA A. MILCHAK,

Defendant

ENTRY OF APPEARANCE

FILED

AUG 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
SPENCE, CUSTER, SAYLOR, WOLFE
& ROSE, L.L.C.

P.O. Box 280
JOHNSTOWN, PENNSYLVANIA 15907

DEBRA MILCHAK, JAMES : IN THE COURT OF COMMON PLEAS OF
ABRAMS, RUSSELL THOMAS, : CAMBRIA COUNTY, PENNSYLVANIA
AND KATHRYN SILVESTER, : CIVIL ACTION - LAW
Plaintiffs, : DECLARATORY JUDGMENT ACTION

vs.

DUBOIS MEDICAL SUPPLY, :
INC., :
Defendant. :
:

No. 2005-3222

05-1115-CD

05-1116-CD

FILED FOR RECORD

05 SEP 13 AM 9:17

CAMBRIA COUNTY
PROTHONOTARY
CAMBRIA COUNTY, PA.

CONSENT ORDER

William A Shaw
Prothonotary Clerk of Courts

AND NOW, this 12th day of September, 2005, it is
hereby ordered and decreed that pursuant to the Pennsylvania
Rules of Civil Procedure, Rule 213.1(d)1(3), the Prothonotary of
Cambria County is directed to notify the Clearfield County Court
of Common Pleas that the Actions filed at 05-1116-CD and 05-
1115-CD are Stayed until the issue raised in both the Actions
filed in Cambria County and Clearfield County, regarding the
non-competition clause, is resolved by the Cambria County Court
of Common Pleas.

It is further ordered and decreed that the Actions in
the Court of Common Pleas of Cambria County at Nos. 2005-2441
and 2005-3222 are hereby consolidated and further pleadings in
this matter shall be filed to the No. 2005-3222 docket number.

EXTRACT FROM THE RECORD

CERTIFIED THIS 13th DAY OF Sept

BY THE COURT:

D. DiFrancesco

James R. DiFrancesco, Judge

Plenty Birkhile
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100701
NO: 05-1115-CD
SERVICE # 1 OF 1
COMPLAINT IN EQUITY

PLAINTIFF: DUBOIS MEDICAL SUPPLY COMPANY INC

vs.

DEFENDANT: DEBRA A. MILCHAK

SHERIFF RETURN

NOW, August 05, 2005, SHERIFF OF INDIANA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN EQUITY ON DEBRA A. MILCHAK.

NOW, August 11, 2005 AT 9:32 AM SERVED THE WITHIN COMPLAINT IN EQUITY ON DEBRA A. MILCHAK, DEFENDANT. THE RETURN OF INDIANA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
OCT 13 2005
OCT 26 2005
[Handwritten signature]

William A. Brown
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100701
NO: 05-1115-CD
SERVICES 1
COMPLAINT IN EQUITY

PLAINTIFF: DUBOIS MEDICAL SUPPLY COMPANY INC
vs.
DEFENDANT: DEBRA A. MILCHAK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	14299	10.00
SHERIFF HAWKINS	HANAK	14299	30.00
INDIANA CO.	HANAK	14300	32.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

100701

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF	DUBOIS MEDIC	date received:	8/2/05	status:	C
VS		case number:	051115CD		
DEFENDANT	MILCHAK DEBRA A	paper type:	COMPLAINT		
ATTORNEY'S NAME:	HANAK GUIDO & TALADAY	LAST DAY OF SERVICE:	9/1/05		
ATTORNEY'S ADDRESS:	498 JEFFERS ST DUBOIS PA	# of services:	1		
ADVANCE CHARGED:	\$100.00				
RECEIVING DOCKETING:	\$9.00	SURCHARGE:	\$0.00		
FOUND SERVICE:	\$9.00	NOTARY FEE:	\$5.00		
NOT FOUND	\$0.00	MILEAGE:	\$9.00		
ADDITIONAL DEFENDANTS SERVED	\$0.00	POSTAGE:	\$0.00		
DEPUTIZATION	\$0.00				
		TOTAL COSTS:	\$32.00		
		REFUND DUE:	\$68.00		

RETURN OF SERVICE:

NOW, 8/11/05 AT 0932 HRS., PERSONALLY SERVED DEBRA A MILCHAK
AT THE INDIANA COUNTY SHERIFF'S OFFICE, INDIANA, PA- GASTON

SWORN AND SUBSCRIBED BEFORE ME
THIS 18 DAY OF Aug 2005

Loretta J. Wissinger

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

Robert E. Fyock
ROBERT E. FYOCK, SHERIFF
BY: *Jody Gaston*
DEPUTY *Jody Gaston*



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100701

TERM & NO. 05-1115-CD

DUBOIS MEDICAL SUPPLY COMPANY INC

COMPLAINT IN EQUITY

vs.

DEBRA A. MILCHAK

SERVE BY: 09/01/05

MAKE REFUND PAYABLE TO HANAK GUIDO & TALADAY, ESQ.

SERVE: DEBRA A. MILCHAK

ADDRESS: 103 CANTERBURY COMMON, INDIANA, PA

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF INDIANA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, August 05, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

INDIANA COUNTY SHERIFF

54 01 A 8 - 06 2005

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DuBOIS MEDICAL SUPPLY : No. 05-1115-CD
COMPANY, INC., :
Plaintiff :
-vs- : Type of Case: Civil Action
DEBRA A. MILCHAK, : Type of Pleading: Praecep
for Discontinuance :
Defendant : Filed on Behalf of: Plaintiff
: Counsel of Record for This
Party: :
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

NoCC
m/III/sum 1Cert of disc issued
JUL 21 2006 to Atty Guido
④ Copy to CJA

Willie J. Shaw
Prost. Secy

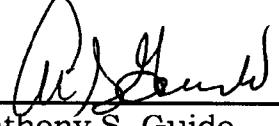
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DuBOIS MEDICAL SUPPLY	:	
COMPANY, INC.,	:	
Plaintiffs	:	
	:	
-vs-	:	No. 05-1115-CD
	:	
DEBRA A. MILCHAK,	:	
Defendant	:	

PRAECIPE FOR DISCONTINUANCE

TO WILLIAM SHAW, PROTHONOTARY OF SAID COURT:

Please mark the above case settled, discontinued and ended.



Anthony S. Guido
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

DuBois Medical Supply Company, Inc.

Vs. **No. 2005-01115-CD**
Debra A. Milchak

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 July 21, 2006, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Anthony S. Guido Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of July A.D. 2006.



William A. Shaw, Prothonotary