

05-1797-CD  
Hager Ind. Inc. vs Freshtec Food al

Hager Industries vs Freshtec Food Proc  
05-1797-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION LAW

Plaintiff,

No. 05-1797-CD

v.

FRESHTEC FOOD PROCESSING EQUIPMENT  
INTERNATIONAL, LLC,

**COMPLAINT IN CIVIL  
ACTION**

Defendant.

Filed on Behalf of:  
PLAINTIFF  
HAGER INDUSTRIES

Counsel of Record for This Party:

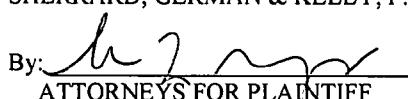
TO: DEFENDANT

Nicole L. Mangino, Esquire  
Pa I.D. No. 89131

YOU ARE HEREBY NOTIFIED TO  
FILE A WRITTEN RESPONSE  
TO THE ENCLOSED COMPLAINT  
IN CIVIL ACTION WITHIN  
TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A  
JUDGMENT MAY BE ENTERED  
AGAINST YOU.

SHERRARD, GERMAN &  
KELLY, P.C.  
Firm No. 006  
28th Floor, Two PNC Plaza  
620 Liberty Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 355-0200  
Facsimile: (412) 261-6221

SHERRARD, GERMAN & KELLY, P.C.

By:   
ATTORNEYS FOR PLAINTIFF

FILED Atty pd. 85.00  
m/2/2005 10:51 AM  
NOV 16 2005  
100 Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION-LAW

Plaintiff,

NO.

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after the 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield County, PA 16830  
(814)765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION-LAW

Plaintiff,

NO. GD

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC

Defendant.

**COMPLAINT IN CIVIL ACTION**

NOW COMES, Plaintiff, HAGER INDUSTRIES, INC., by and through its counsel, SHERRARD, GERMAN & KELLY, P.C., and Nicole L. Mangino, Esquire, and files the within Complaint in Civil Action, averring as follows:

1. Plaintiff, Hager Industries, Inc. ("Hager Industries"), is a Canadian corporation with its registered principal place of business located at 2396 Industrial Street, Burlington, Ontario, L7P 1A5, Canada.

2. Defendant, Freshtec Food Processing Equipment International, LLC ("Freshtec"), is, upon information and belief, a Pennsylvania limited liability company with its registered principal place of business located at 602-609 W. DuBois Avenue, Box 585, DuBois, Clearfield County, Pennsylvania.

**COUNT I**  
**BREACH OF CONTRACT**

3. On or about October 6, 2004, Freshtec orally submitted an order to Hager Industries for custom design and modifications to a food preparation table. The total cost of the materials and labor for the equipment modifications was \$3,269.75 Canadian dollars.

4. Hager Industries accepted the order, performed the requested work, delivered the product and invoiced Freshtec for the amount due. A copy of Hager Industries' invoice identified by invoice number 1740 is attached hereto as **Exhibit A**.

5. On or about October 6, 2004, FreshTec orally submitted an order for custom design and modifications of a conveyor belt to be shipped to Del Monte. The total cost of the materials, labor and freight was \$7,628.85 Canadian dollars.

6. Hager Industries accepted the order, performed the requested work, delivered the product and invoiced Freshtec for the amount due. A copy of the Hager Industries' invoice identified by invoice number 1741 is attached hereto as **Exhibit B**.

7. On or about November 11, 2004, Freshtec orally ordered equipment to be shipped to Rycole Welding. The cost of the materials was \$12,850.00 Canadian dollars.

8. Hager Industries accepted the order, delivered the equipment and invoiced Freshtec for the amount. A copy of the Hager Industries invoice identified by invoice number 1784 is attached hereto as **Exhibit C**.

9. On or about November 11, 2004, Freshtec orally ordered equipment to be shipped to Rycole Welding. These items cost \$2,570.00 Canadian dollars.

10. Hager Industries accepted the order, delivered the equipment, and invoiced Freshtec for the amount. A copy of the invoice identified by invoice number 1785 is attached hereto as **Exhibit D**.

11. All of the invoices provided that Freshtec was to pay Hager Industries within thirty (30) days from the date of the invoices. *See Exhibits A-D.*

12. Hager did not receive any payment from Freshtec for invoices 1740, 1741, 1784, and 1785 in accordance with the invoice terms.

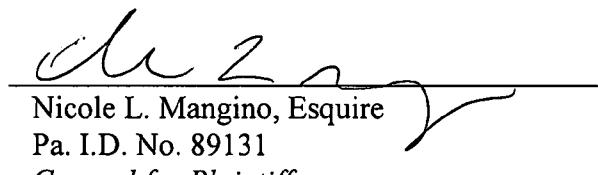
13. The total amount of the outstanding invoices is \$26,318.60 Canadian dollars. A copy of the Statement of Account is attached hereto as **Exhibit E**.

14. Despite repeated requests for payment by Hager Industries and Freshtec's continued assurances that payment would be forthcoming, to date, Freshtec has failed and refused to pay the remaining balance due on these invoices, \$26,318.60 Canadian dollars (approximately \$22,300.10 U.S. dollars according to Bank of Canada rates as of 10/19/05).

15. By reason of Freshtec's breach of the agreement, Freshtec has been damaged in the sum of \$26,318.60 Canadian dollars plus interest, costs and attorneys' fees.

WHEREFORE, Plaintiff, Hager Industries, Inc., demands judgment against Defendant, Freshtec Food Processing Equipment International, LLC, for the amount of \$26,318.60 Canadian dollars plus interest at the legal rate of interest, attorneys' fees and costs, and whatever other relief the Court deems just and proper.

SHERRARD, GERMAN & KELLY, P.C.

  
Nicole L. Mangino, Esquire  
Pa. I.D. No. 89131  
*Counsel for Plaintiff*  
Hager Industries, Inc.

**HAGER INDUSTRIES INC.**

2396 INDUSTRIAL STREET

BURLINGTON, ONTARIO L7P 1A5

PH: 905 331 4424, FX: 905 331 2970

**INVOICE**

Invoice No... 1740

Date: 06-Oct-2004

Page: 1

Re. Order No: 3308-003-2

**Sold To:**FRESHTEC, LLC (C)  
P O. BOX 585  
DUBOIS, PA 15801**Ship To:**

FRESHTEC, LLC (C)

Business No.: 102243490

Item No.	Quantity	P/O	Unit	Description	Tax	Unit Price	Amount
1	1	0	EA	MODIFICATIONS TO PREP TABLE AS PER DWG # 3308-003-02 ADD CUTTING BOARDS & CHUTES ON SECOND SIDE MATERIAL LABOUR  Subtotal: - No Tax  Terms: Net 30 Due 05-Nov-2004		0.00	0.00
						2,399.75	870.00
							3,269.75
Shipped By BESTWAY							
Comments							
HAGER JOB# 3503							
Freight 0.00							
Total Amount 3,269.75							

**HAGER INDUSTRIES INC.**

2396 INDUSTRIAL STREET

BURLINGTON, ONTARIO L7P 1A5

PH: 905 331 4424, FX: 905 331 2970

**INVOICE**

Invoice No.: 1741  
 Date: 06-Oct-2004  
 Page: 1  
 Re. Order No.: 3529

**Sold To:**

FRESHTEC, LLC (C)  
 P O. BOX 585  
 DUBOIS, PA 15801

**Ship To:**

DEL MONTE  
 3306 SYDNEY RD  
 PLANT CITY, FL  
 33567 USA

Business No.: 102243490

Item No.	Quantity	B/G	Unit	Description	Tax	Unit Price	Amount
1	1	0	EA	<p>MODIFICATION TO BELTING,    DRIP PANS AND LEXAN    COVERS    MATERIAL    LABOUR    AIRFARE</p> <p>Subtotal:    - No Tax    Terms: Net 30    Due 05-Nov-2004</p>		0.00	0.00

Shipped By BESTWAY

**Comments**

HAGER JOB# 3529

Freight:

0.00

Total Amount:

7 628.85

AUG-26-1900 15:36

P.03/22

**EXHIBIT****B**

**HAGER INDUSTRIES INC.**

2396 INDUSTRIAL STREET

BURLINGTON, ONTARIO L7P 1A5

PH: 905 331 4424, FX: 905 331 2970

**INVOICE**

Invoice No.: 1784  
 Date: 11-Nov-2004  
 Page: 1

Re. Order No.: 092104292

**Sold To:**

FRESHTEC, LLC (C)  
 P.O. BOX 585  
 DUBOIS, PA 15801

**Ship To:**

RYCOLE WELDING  
 2146 BUENA VISTA HWY  
 WILCOX, PA  
 15870

Business No.: 102243490

Item No.	Quantity	B/G	Unit	Description	Tax	Unit Price	Amount
	0.5	0.1	LOT	MISSING CONVEYOR NUMBER 1 FOR EASY TRAY MISSING CONVEYOR NUMBER 2 FOR EASY TRAY TOTAL COST		25,700.00	12,850.00
				Subtotal:			12,850.00
				- No Tax			
				Terms: Net 30 Due 11-Dec-2004			
Shipped By REIMER Tracking Number: 222-170639-2							
Comments					Freight		0.00
HAGER JOB# 3531							
					Total Amount		12,850.00

P.04/22

AUG-26-1900 15:36

EXHIBIT

C

**HAGER INDUSTRIES INC.**

2396 INDUSTRIAL STREET  
 BURLINGTON, ONTARIO L7P 1AS  
 PH: 905 331 4424, FX: 905 331 2970

**INVOICE**

Invoice No.: 1785  
 Date: 11-Nov-2004  
 Page: 1  
 Re. Order No.: 092104292

**Sold To:**

FRESHTEC, LLC (C)  
 P O. BOX 585  
 DUBOIS, PA 15801

**Ship To:**

RYCOLE WELDING  
 2146 BUENA VISTA HWY  
 WILCOX, PA  
 15870

Business No.: 102243490

Item No.	Quantity	Box	Unit	Description	Tax	Unit Price	Amount
	0.1	0	LOT	MISSING CONVEYOR NUMBER 1 FOR EASY TRAY MISSING CONVEYOR NUMBER 2 FOR EASY TRAY TOTAL COST		25,700.00	2,570.00
Subtotal:							2,570.00
- No Tax							
Terms: Net 30 Due 11-Dec-2004							
Comments				Freight			
HAGER JOB# 3531				0 00			
				Total Amount			
				2,570.00			



## STATEMENT

## SER INDUSTRIES INC.

46 INDUSTRIAL STREET  
SURLINTON, ONTARIO L7P 1A5  
PH: 905 331 4424, FX: 905 331 2970

FAXED

MAR 11 2005

Page 01

Statement Date

11-Mar-2005

PLEASE RETURN THIS PORTION WITH  
YOUR PAYMENT

FRESHTEC, LLC (C)

P O BOX 585  
DUBOIS PA 15601

Statement Date

11-Mar-2005

FRESHTEC, LLC (C)

IF PAYING BY INVOICE CHECK INDICATE  
INVOICES PAID

Page 1

AMOUNT REMITTED \_\_\_\_\_

Transaction Date	Invoice No.	Description	Amount	Balance	Invoice No.	Amount Due
06-Oct-2004	1738	Invoice	1,552.00			
17-Feb-2005	7	Payment	-1,552.00	0.00	1738	0.00
06-Oct-2004	1740	Invoice	3,269.75	3,269.75	1740	3,269.75
06-Oct-2004	1741	Invoice	7,628.85	7,628.85	1741	7,628.85
11-Nov-2004	1784	Invoice	12,850.00	12,850.00	1784	12,850.00
11-Nov-2004	1785	Invoice	2,570.00	2,570.00	1785	2,570.00
11-Nov-2004	1786	Invoice	19,700.00			
16-Dec-2004	4	Payment	-19,700.00	0.00	1786	0.00
11-Nov-2004	1787	Invoice	3,940.00			
02-Mar-2005	10	Payment	-3,940.00	0.00	1787	0.00
<b>EXHIBIT</b>						
E						
Age	Current	31 - 60	Over 60	Total	Balance Due	Total
Amount	\$0.00	\$0.00	\$26,318.60	\$26,318.60		\$26,318.60

VERIFICATION

Ed Bergshoeff, duly authorized representative of HAGER INDUSTRIES, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

October 20, 2005  
Date

EByMH  
Ed Bergshoeff  
V. P.  
Title

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

HAGER INDUSTRIES, INC.,  
Plaintiff,

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC  
Defendant.

No. 05-1797 C.D.

Type of Pleading: Answer to  
Complaint, New Matter and  
Counterclaim

Filed on behalf of: FreshTec Food  
Processing Equipment International, LLC

Counsel of Record for this party:

HOPKINS HELTZEL LLP

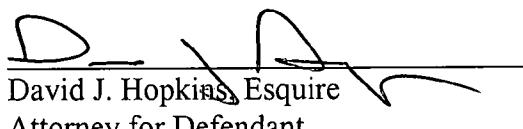
DAVID J. HOPKINS, ESQUIRE  
Attorney at Law  
Supreme Court No. 42519

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead  
to the within pleading within  
twenty (20) days of service thereof  
or default judgment may be entered  
against you.

  
David J. Hopkins, Esquire  
Attorney for Defendant

FILED 200  
02/28/2006 Atty Hopkins  
FEB 28 2006  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

HAGER INDUSTRIES, INC., :  
Plaintiff, :  
: :  
v. : No. 05-1797 C.D.  
: :  
FRESHTEC FOOD PROCESSING :  
EQUIPMENT INTERNATIONAL, LLC :  
Defendant. :  
:

**ANSWER TO COMPLAINT**  
**NEW MATTER AND COUNTERCLAIM**

AND NOW, comes Defendant, Freshtec Food Processing Equipment International, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Complaint as follows:

1. Admitted.
2. Admitted.

**COUNT I**  
**BREACH OF CONTRACT**

3. Admitted.
4. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "A" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$3,269.75 and further, denies Defendant agreed to pay the amount set forth on Exhibit "A".
5. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "B" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$7,628.85 and further, denies Defendant agreed to pay the amount set forth on Exhibit "B".
6. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "B" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$7,628.85 and further, denies Defendant agreed to pay the amount set forth on Exhibit "B".

7. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "C" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$12,850.00 and further, denies Defendant agreed to pay the amount set forth on Exhibit "C".

8. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "C" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$12,850.00 and further, denies Defendant agreed to pay the amount set forth on Exhibit "C".

9. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "D" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$2,570.00 and further, denies Defendant agreed to pay the amount set forth on Exhibit "D".

10. Admitted in part and denied in part. Defendant admits placing an order identified as Exhibit "D" of Plaintiff's Complaint. Defendant denies the cost of the material and labor was CDN \$2,570.00 and further, denies Defendant agreed to pay the amount set forth on Exhibit "D".

11. Denied. The only reference on invoices A-D is the term "Net 30".

12. Admitted. By way of further answer, as set forth in New Matter, no monies are due Hager from Defendant.

13. Denied. For the reasons set forth in New Matter, no monies are due Plaintiff.

14. Admitted in part and denied in part. Defendant admits it has not made payment to Plaintiff, wherefore, for the reasons set forth in Defendant's New Matter, Defendant denies any sums are due from Defendant to Plaintiff.

15. Denied. No money is due Plaintiff from Defendant.

WHEREFORE, Defendant, FreshTec Food Processing Equipment International, LLC prays this Honorable Court enter judgment dismissing Plaintiff's Complaint with prejudice.

**NEW MATTER**

AND NOW, comes FreshTec Food Processing Equipment International LLC by and through its attorneys, Hopkins Heltzel LLP, and sets forth the following New Matter:

16. Plaintiff's claims are barred as to Exhibit "C" CDN \$12,850.00 and Exhibit "D" CDN \$2,570.00 that being for conveyors sent to Easy Tray inasmuch as said conveyors were delivered late, so late that the ultimate end user, Easy Tray, LLC, would not accept them.

17. Plaintiff's claims are barred as they relate to Exhibit "C" CDN \$12,850.00 and Exhibit "D" CDN \$2,570.00 inasmuch as the late delivery of said conveyors caused Defendant to be a Defendant in a lawsuit filed by Easy Tray, LLC in the State of South Carolina.

18. Plaintiff's claims are barred under the theory of offset inasmuch as Plaintiff owes Defendant a sum greater than Defendant owes Plaintiff as a result of unpaid commissions.

19. Plaintiff's claims are barred by Plaintiff's breach of warranties to the Defendant inasmuch as the machinery identified in Plaintiff's Complaint failed to operate in a manner that it was to operate.

## COUNTERCLAIM

AND NOW, comes Defendant/Plaintiff on the Counterclaim, FreshTec Food Processing Equipment International LLC, by and through its attorneys, Hopkins Heltzel LLP, and David J. Hopkins, Esquire, and files the within Counterclaim, avers as follows:

20. Defendant/Plaintiff on the Counterclaim, FreshTec Food Processing Equipment International LLC (hereinafter "FreshTec"), is a Pennsylvania limited liability company with its registered place of business at 602-9 West DuBois Avenue, P.O. Box 585, DuBois, Clearfield County, Pennsylvania 15801.

21. Plaintiff/Defendant on the Counterclaim, Hager Industries, Inc. (hereinafter "Hager), is a Canadian corporation with its registered principle place of business located at 2396 Industrial Street, Fullington, Ontario L7P1A5, Canada.

22. Hager is a manufacturer of machines used in the food processing industry.

23. In or about 2003 or 2004, FreshTec and Hager entered into an oral agreement in which FreshTec and Hager agreed Hager would be FreshTec's sales agent in Canada.

24. In accordance with the terms of the Agreement, Hager is obligated to pay commissions to FreshTec on all orders accepted and billed on the basis of 10% of the invoice price depending on the machine sold.

25. For several years, FreshTec and Hager followed this course of conduct with Hager being FreshTec's sales representative in Canada.

26. Hager has never provided FreshTec with notice, written or otherwise, of its intent to terminate the agreement between Plaintiff and Defendant.

27. Relying upon the oral agreements, Hager made sales as a representative of FreshTec.

28. As a result of said sales, FreshTec is entitled to a commission from Hager.

29. FreshTec has asked for sales information so FreshTec could make demand for payment and commission, however, Hager has failed and refused to make payments or to provide sales information to FreshTec.

30. The actions of Hager as aforesaid are willful and constitute a material breach of the agreement entered into between FreshTec and Hager.

31. As a direct and proximate result of the actions of Hager as aforesaid, FreshTec has suffered and continues to suffer serious injury, including but not limited to the loss of monies owed to it by Hager and the loss of the use of said monies.

WHEREFORE, Defendant/Plaintiff on the Counterclaim, FreshTec Food Processing Equipment International, LLC, demands that this Honorable Court enter judgment in its favor and against Plaintiff/Defendant on the Counterclaim, Hager Industries, Inc., for compensatory damages in excess of \$25,000.00, cost of suit, and such other and further relief as the Court deems fair, just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by twelve jurors on all issues presented herein.

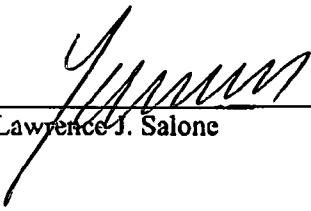
Respectfully submitted,

HOPKINS HELTZEL LLP

  
David J. Hopkins, Esquire  
Attorney for FreshTec Food  
Processing Equipment International, LLC

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

  
\_\_\_\_\_  
Lawrence J. Salone

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101009  
NO: 05-1797-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: HAGER INDUSTRIES INC.

vs.

DEFENDANT: FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL LLC

**SHERIFF RETURN**

NOW, December 02, 2005 AT 10:48 AM SERVED THE WITHIN COMPLAINT ON FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL LLC DEFENDANT AT 602-609 W. DUBOIS AVE. BOX 585, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANN BURT, OFFICE CLERK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
0/9/14  
MAR 01 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SHERRARD	2604	10.00
SHERIFF HAWKINS	SHERRARD	2604	36.43

Sworn to Before Me This

So Answers,

Day of 2006

*Chester A. Hawkins  
by Meulyn Hause*  
Chester A. Hawkins  
Sheriff

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

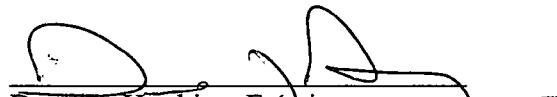
HAGER INDUSTRIES, INC., :  
Plaintiff, :  
: :  
v. : No. 05-1797 C.D.  
: :  
FRESHTEC FOOD PROCESSING :  
EQUIPMENT INTERNATIONAL, LLC :  
Defendant. :  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Answer to Complaint, New Matter and Counterclaim, filed on behalf of FreshTec Food Processing Equipment International, LLC, was forwarded by first class mail, postage prepaid, on the 2nd day of March, 2006, to all counsel of record, addressed as follows:

Nicole L. Mangino, Esquire  
Sherrard, German & Kelly, P.C.  
28<sup>th</sup> Floor, Two PNC Plaza  
620 Liberty Avenue  
Pittsburgh, PA 15222

HOPKINS HELTZEL LLP

  
David J. Hopkins, Esquire  
Attorney for FreshTec Food Processing  
International LLC

FILED  
03/08/2006  
MAR 03 2006  
NO CC  
2006  
JN

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION LAW

Plaintiff,

No. 05-1797 C.D.

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

**PLAINTIFF'S REPLY TO NEW  
MATTER AND ANSWER TO  
COUNTERCLAIM**

Defendant.

Filed on Behalf of:  
PLAINTIFF  
HAGER INDUSTRIES

Counsel of Record for This Party:

Sharon M. Menchyk, Esquire  
Pa. I.D. No. 85559

SHERRARD, GERMAN & KELLY,  
P.C.  
Firm No. 006  
28th Floor, Two PNC Plaza  
620 Liberty Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 355-0200  
Facsimile: (412) 261-6221

FILED NOCC  
MAY 30 2008  
12:35 PM  
MAY 30 2008  
W.M.

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION-LAW

Plaintiff,

NO. 05-1797 C.D.

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

**PLAINTIFF'S REPLY TO NEW MATTER  
AND ANSWER TO COUNTERCLAIM**

AND NOW, comes Plaintiff, HAGER INDUSTRIES, INC., by and through its counsel, SHERRARD, GERMAN & KELLY, P.C., and Sharon M. Menchyk, Esquire, and files the within Reply to New Matter and Answer to Counterclaim.

**REPLY TO NEW MATTER**

16. The allegations contained in paragraph 16 of FreshTec's New Matter are denied. It is specifically denied that the conveyors were delivered late. Rather, the conveyors were delivered within the time requested by FreshTec.

17. The allegations contained in paragraph 17 of FreshTec's New Matter are denied. It is specifically denied that the conveyors were delivered late. Rather, the conveyors were delivered within the time requested by FreshTec.

18. The allegations contained in paragraph 18 of FreshTec's New Matter are denied. It is specifically denied that Hager owes FreshTec any monies as the result of unpaid commissions.

19. The allegations contained in paragraph 19 of FreshTec's New Matter are denied. It is specifically denied that the machinery provided by Hager failed to operate in the manner that it was intended to operate. Rather, the machinery complied with all the requirements of FreshTec and operated correctly when it was delivered.

WHEREFORE, Plaintiff, Hager Industries, Inc., demands judgment in its favor and against Defendant, FreshTec Food Processing Equipment International, LLC.

**ANSWER TO COUNTERCLAIM**

20. The allegations of Paragraph 20 of FreshTec's Counterclaim are admitted.

21. The allegations of Paragraph 21 of FreshTec's Counterclaim are admitted.

22. The allegations of Paragraph 22 of FreshTec's Counterclaim are admitted.

23. The allegations contained in paragraph 23 of FreshTec's Counterclaim are denied. It is specifically denied that in 2003 or 2004, FreshTec and Hager entered into an oral agreement in which FreshTec and Hager agreed that Hager would be FreshTec's sales agent in Canada. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

24. The allegations contained in paragraph 24 of FreshTec's Counterclaim are denied. It is specifically denied that Hager is obligated to pay commission to FreshTec on all orders accepted and billed on the basis of 10% of the invoice price depending on the machinery sold. Further, no orders were accepted or billed on behalf of FreshTec.

Additionally, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

25. The allegations contained in paragraph 25 of the FreshTec's Counterclaim are denied. It is specifically denied that Hager and FreshTec followed any course of conduct with regard to an agreement between the parties as FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

26. The allegations contained in paragraph 26 of the FreshTec's Counterclaim are denied. It is specifically denied that Hager had to terminate an agreement between Hager and FreshTec as there is no agreement between Hager and FreshTec to terminate as to Hager acting as FreshTec's sales agent in Canada. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

27. The allegations contained in paragraph 27 of the FreshTec's Counterclaim are denied. It is specifically denied that Hager made any sales as a representative of FreshTec. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

28. The allegations contained in paragraph 28 of the FreshTec's Counterclaim are denied. It is specifically denied that FreshTec is entitled to any commissions from Hager as Hager never made any sales on behalf of FreshTec in Canada. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

29. The allegations contained in paragraph 29 of the FreshTec's Counterclaim are denied. It is specifically denied that FreshTec is entitled to any commissions from Hager as Hager never made any sales on behalf of FreshTec in Canada. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

30. The allegations contained in paragraph 30 of the FreshTec's Counterclaim are denied. It is specifically denied that Hager breached any agreement between FreshTec and Hager and Hager never made any sales on behalf of FreshTec in Canada. By way of further answer, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere.

31. The allegations contained in paragraph 31 of the FreshTec's Counterclaim contain conclusions of law to which no response is required. To the extent a response is deemed necessary, FreshTec and Hager did not enter into any agreement, either oral or written, that Hager would be FreshTec's sales agent in Canada or elsewhere. Therefore, it is denied that FreshTec suffered any loss as the result of any breach of an agreement as no agreement existed between the parties and Hager made no sales on behalf of FreshTec in Canada.

WHEREFORE, Plaintiff, Hager Industries, Inc., demands judgment in its favor and against Defendant, FreshTec Food Processing Equipment International, LLC.

SHERRARD, GERMAN & KELLY, P.C.



---

Sharon M. Menchyk, Esquire  
Pa. I.D. No. 85559  
*Counsel for Plaintiff*  
Hager Industries, Inc.

VERIFICATION

Ed Bergshoeff, duly authorized representative of HAGER INDUSTRIES, deposes and says subject to the penalties of 18 Pa. C.S.A. '4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing PLAINTIFF'S REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM are true and correct to the best of his knowledge, information and belief.

MAY 25, 2006  
Date

EB  
Ed Bergshoeff  
VICE PRESIDENT  
Title

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within PLAINTIFF'S REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM was served upon opposing counsel by United States Mail, First Class Delivery, postage prepaid, this 25<sup>th</sup> day of May, 2006, as follows:

David J. Hopkins, Esquire  
Hopkins Heltzel LLP  
900 Beaver Drive  
DuBois, PA 15801

By: \_\_\_\_\_  
Sharon M. Menchyk \_\_\_\_\_



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

DANIEL HIBBARD  
Plaintiff

vs.

\*  
\*  
\*  
\*

NO. 05-1813-CD

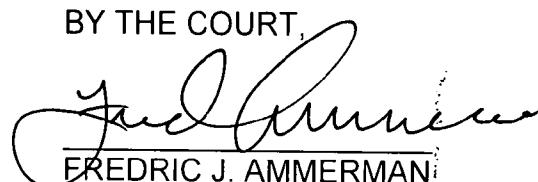
THEODORE FITZER and LAURENN FITZER,  
a/k/a LAURIE FITZER, i/t/d/b/a JOE'S TUX SHOP  
Defendants

\*  
\*  
\*

ORDER

NOW, this 24<sup>th</sup> day of August, 2007, following pre-trial conference among counsel and the Court with the Court noting that due to the large number of trials being scheduled this term that there is insufficient time available to try this case, it is the ORDER of this Court that the matter be continued. The Court Administrator shall list the case for jury trial in the Winter Term, 2008 of Court.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED <sup>ICC Atty S:</sup>  
J. Mack  
0/2:25 pm <sup>Taladay</sup>  
AUG 27 2007  
(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8-27-2007

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s) X Plaintiff(s) Attorney        Other

       Defendant(s) X Defendant(s) Attorney

Special Instructions:

**FILED**

**AUG 27 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION LAW

Plaintiff,

No. 05-1797 C.D.

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

**CONSENT ORDER**

Defendant.

Filed on Behalf of:  
PLAINTIFF  
HAGER INDUSTRIES

Counsel of Record for This Party:

Sharon M. Menchyk, Esquire  
Pa. I.D. No. 85559

SHERRARD, GERMAN & KELLY, P.C.  
Firm No. 006  
28th Floor, Two PNC Plaza  
620 Liberty Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 355-0200  
Facsimile: (412) 261-6221

**FILED** 2cc  
01/00/07  
AUG 29 2007 Atty Menchyk  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

CIVIL ACTION-LAW

Plaintiff,

NO. 05-1797 C.D.

v.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

CONSENT ORDER

AND NOW, this 28 day of August, 2007, it is hereby ORDERED that judgment shall be entered in favor of Plaintiff, HAGER INDUSTRIES, INC., and against Defendant, FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC, in the amount of Twenty-six Thousand, Three Hundred Eighteen Dollars and 60/100 (\$26,318.60) (Canadian Dollars) plus interest at the legal rate of interest, attorneys' fees and costs. Judgment is also entered in favor of Plaintiff, HAGER INDUSTRIES, INC., and against Defendant, FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC, on Defendant's Counterclaim.

By The Court

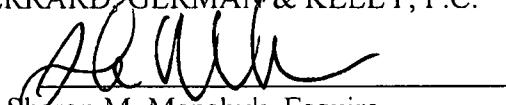


J.

CONSENTED TO:

SHERRARD, GERMAN & KELLY, P.C.

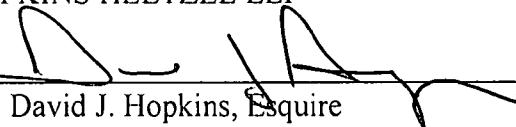
By:



Sharon M. Menchyk, Esquire

HOPKINS HELTZEL LLP

By:



David J. Hopkins, Esquire

DATE: 8/29/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

Prothonotary/Clerk of Courts  
William A. Shaw

AUG 29 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
HAGER INDUSTRIES, INC.

CIVIL ACTION LAW

Plaintiff,  
v.  
FRESHTEC FOOD PROCESSING EQUIPMENT

NO. 05-1797-Civil

INTERNATIONAL, LLC,

Defendant.

TYPE OF PLEADING:  
PRAECIPE TO ENTER JUDGEMENT

FILED ON BEHALF OF PLAINTIFF:  
HAGER INDUSTRIES, INC.

COUNSEL OF RECORD FOR THIS  
PARTY:

SHARON M. MENCHYK, ESQUIRE  
PA. I.D. #85559

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

28TH FLOOR, TWO PNC PLAZA  
PITTSBURGH, PA 15222

(412) 355-0200

FILED Atty pd,  
7/1/2007 20.00  
AUG 31 2007 Notice to Def.

William A. Shaw Statement to  
Prothonotary/Clerk of Courts Atty Menchyk  
(bk)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
HAGER INDUSTRIES, INC.

CIVIL ACTION LAW

Plaintiff,  
v.  
FRESHTEC FOOD PROCESSING EQUIPMENT

NO. 05-1797-Civil

INTERNATIONAL, LLC,

Defendant.

PRAECIPE TO ENTER JUDGEMENT

TO: PROTHONOTARY

Please enter a judgment per Court Order dated August 28, 2007, in favor of Plaintiff and against the Defendant, FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC., in the amount of \$26,318.60 Canadian dollars plus interest at the legal rate of interest, attorneys' fees and costs.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 8-29-07

By:

  
Sharon M. Menchyk, Esquire  
Pa. I.D. #85559  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200  
Attorney For Plaintiff

**COPY**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Hager Industries, Inc.

Vs.

No. 2005-01797-CD

Freshtec Food Processing Equipment  
International, LLC

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$26,318.60 Canadian dollars on August 31, 2007.

William A. Shaw

Prothonotary



\_\_\_\_\_  
William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Hager Industries, Inc.  
Plaintiff(s)

No.: 2005-01797-CD

Real Debt: \$26,318.60 Canadian dollars

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Freshtec Food Processing  
Equipment International, LLC  
Defendant(s)

Entry: \$20.00

Instrument: Court Ordered Judgment

Date of Entry: August 31, 2007

Expires: August 31, 2012

Certified from the record this 31st day of August, 2007.



\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.

CIVIL ACTION LAW

Plaintiff,

NO. 05-1797-Civil

v.

FRESHTEC FOOD PROCESSING EQUIPMENT  
INTERNATIONAL, LLC,

Defendant.

TYPE OF PLEADING:  
PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF PLAINTIFF:  
HAGER INDUSTRIES, INC.

COUNSEL OF RECORD FOR THIS  
PARTY:  
SHARON M. MENCHYK, ESQUIRE  
PA. I.D. #85559

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

28TH FLOOR, TWO PNC PLAZA  
PITTSBURGH, PA 15222

(412) 355-0200

**FILED** Atty pd. 20.00  
M 7/12/2007 ccolewants  
SEP 12 2007 to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.

CIVIL ACTION LAW

Plaintiff,

NO. 05-1797-Civil

v.

FRESHTEC FOOD PROCESSING EQUIPMENT  
INTERNATIONAL, LLC,

Defendant.

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

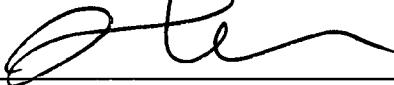
Issue a writ of execution upon a judgment entered by confession in the above matter,

- (1) directed to the sheriff of Clearfield County;
- (2) against Freshtec Food Processing Equipment International, LLC, defendant;
- (3) against N/A, garnishee;
- (4) and index this writ
  - (a) against Freshtec Food Processing Equipment International, LLC, defendant and
  - (b) against N/A, garnishee, as a lis pendens against real property of the defendant in name of garnishee as follows:  
\_\_\_\_\_  
\_\_\_\_\_;

- (5) Amount due – Twenty Six Thousand Three Hundred Eighteen Canadian Dollars and 60/100 (\$26,318.60) plus interest at legal rate of interest, attorneys' fees and costs.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 9-10-07

By: 

Sharon M. Menchyk, Esquire  
Pa I.D. #85559  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200  
Attorneys for Plaintiff

**COPY**

WRIT OF EXECUTION-(MONEY JUDGMENT)

HAGER INDUSTRIES, INC.

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff,

: NO. 05-1797-Civil

:  
vs.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

: WRIT OF EXECUTION  
(MONEY JUDGMENT)

Defendant.

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the personal property located at:

address: 602-609 W. DuBois Avenue, Box 585, DuBois, PA 15801.

Amount Du	\$26,318.60	Canadian dollars
Interest Thru	_____	
Costs	_____	
	125.00	Prothonotary costs (US dollars)

Date: September 12, 2007

PROTHONOTARY OF CLEARFIELD COUNTY

BY: Willie Shantz

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

NO. 05-1797-Civil

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.

vs.

FRESHTEC FOOD PROCESSING EQUIPMENT  
INTERNATIONAL, LLC

---

**WRIT OF EXECUTION  
(MONEY JUDGMENT)**

---

REAL DEBT \$26,318.60

Costs \$ \_\_\_\_\_

Sharon M. Menchyk, Esquire  
Attorney for plaintiff

SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

WRIT OF EXECUTION  
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemptions. If you do not come to court and prove your exemption, you may lose some of your property.

**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.**

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
CLEARFIELD, PA 16830  
Telephone No. (814) 765-2641

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon.
  - (a) I desire that my \$300 statutory exemption be
    - (i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_
    - (ii) paid in cash following the sale of the property levied upon; or
  - (b) I claim the following exemption (specify property and basis of exemption):\_\_\_\_\_
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
  - (a) my \$300 statutory: in cash: in kind (specify property):
  - (b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_.
  - (c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemptions. Notice of the hearing should

be given to me at \_\_\_\_\_, \_\_\_\_\_  
(Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE: SHERIFF'S ROOM  
CLEARFIELD COUNTY

MAJOR EXEMPTION UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment.
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

WRIT OF EXECUTION  
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemptions. If you do not come to court and prove your exemption, you may lose some of your property.

**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.**

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
CLEARFIELD, PA 16830  
Telephone No. (814) 765-2641

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon.

(a) I desire that my \$300 statutory exemption be

(i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):  
\_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory: in cash: in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemptions. Notice of the hearing should

be given to me at \_\_\_\_\_, \_\_\_\_\_  
(Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE: SHERIFF'S ROOM  
CLEARFIELD COUNTY

MAJOR EXEMPTION UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment.
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20661  
NO: 05-1797-CD

PLAINTIFF: HAGER INDUSTRIES, INC.

VS.

DEFENDANT: FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 9/12/2007

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/20/2012

S FILED  
01/10/47 2012  
JAN 20 2012  
William A. Shar  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL  
DEPUTIES UNABLE TO SERVE OR LEVY THE BUSINESS DOES NOT EXIST.

@ SERVED

NOW, JANUARY 20, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20661  
NO: 05-1797-CD

PLAINTIFF: HAGER INDUSTRIES, INC.

vs.

DEFENDANT: FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL, LLC

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$47.93

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
Deputy Commissioner - Appointed  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION-(MONEY JUDGMENT)

HAGER INDUSTRIES, INC.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff,

: NO. 05-1797-Civil

vs.

FRESHTEC FOOD PROCESSING  
EQUIPMENT INTERNATIONAL, LLC,

WRIT OF EXECUTION  
(MONEY JUDGMENT)

Defendant.

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the personal property located at:

address: 602-609 W. DuBois Avenue, Box 585, DuBois, PA 15801.

Amount Du Interest Thru Costs	\$26,318.60 Canadian dollars _____
	125.00 Prothonotary costs (US dollars)

Date: September 12, 2007

PROTHONOTARY OF CLEARFIELD COUNTY

Received September 12, 2007 @ 3:00 P.M.

Chesler A. Henshaw

by Amitha Butta-Cayhankar

BY:



IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

NO. 05-1797-Civil

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.

vs.

FRESHTEC FOOD PROCESSING EQUIPMENT  
INTERNATIONAL, LLC

---

**WRIT OF EXECUTION  
(MONEY JUDGMENT)**

---

REAL DEBT \$26,318.60

Costs \$ \_\_\_\_\_

Sharon M. Menchyk, Esquire  
Attorney for plaintiff  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

WRIT OF EXECUTION  
NOTICE

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- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemptions. If you do not come to court and prove your exemption, you may lose some of your property.

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.

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
CLEARFIELD, PA 16830  
Telephone No. (814) 765-2641

### MAJOR EXEMPTION UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment.
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME FRESHTEC FOOD PROCESSING EQUIPMENT INTERNATIONAL

NO.

05-1797-CD

NOW, January 20, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Freshtec Food Processing Equipment International, LLC to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	26,318.60
MILEAGE LEVY	18.43	INTEREST @ %	0.00
MILEAGE		FROM TO	
POSTING		PROTH SATISFACTION	
HANDBILLS		LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	0.50	FORECLOSURE FEES	
HANDBILLS		ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE		PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	
BID/ SETTLEMENT AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE		<b>TOTAL DEBT AND INTEREST</b>	<b>\$26,511.53</b>
COPIES	15.00		
BILLING/PHONE/FAX	5.00	<b>COSTS:</b>	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
<b>TOTAL SHERIFF COSTS</b>	<b>\$47.93</b>	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	47.93
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$172.93</b>
		<b>TOTAL COSTS</b>	<b>\$26,511.53</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff