

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.,

Plaintiff,

v.

FRESHTEC FOOD PROCESSING EQUIPMENT
INTERNATIONAL, LLC,

Defendant.

CIVIL ACTION LAW

No. 05-1797-CD

**COMPLAINT IN CIVIL
ACTION**

Filed on Behalf of:
PLAINTIFF
HAGER INDUSTRIES

Counsel of Record for This Party:

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

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

TO: DEFENDANT

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.

By: 

ATTORNEYS FOR PLAINTIFF

FILED Any pd. 85.00
m/2:23/1 ICC SHF
NOV 16 2005 ICC Any
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 ELIBIGLE 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.

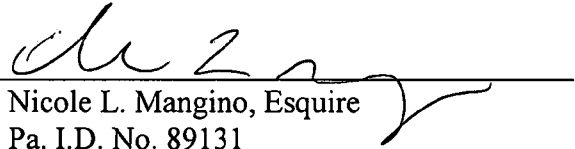
13. The total amount of the outstanding invoices is \$26,318.60 Canadian dollars. A copy of the Statement of Account is attached hereto as **Exhibit E**.

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.

A handwritten signature in dark ink, appearing to read 'Nicole L. Mangino', is written over a horizontal line. The signature is fluid and cursive, with a large, sweeping flourish extending to the right.

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	B/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		0.00	0.00
							2,399.75
							870.00
				Subtotal:			3,269.75
				- No Tax			
				Terms: Net 30 Due 05-Nov-2004			
Shipped By BESTWAY							
Comments							
HAGER JOB# 3503							
					Freight		0.00
					Total Amount		3,269.75

P. 02/22

EXHIBIT

A

Aug-26-1900 15:36

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/O	Unit	Description	Tax	Unit Price	Amount
1	1	0	EA	MODIFICATION TO BELTING, DRIP PANS AND LEXAN COVERS MATERIAL LABOUR AIRFARE		0.00	0.00
							3,620.85
							3,208.00
							800.00
				Subtotal:			7,628.85
				- No Tax			
				Terms: Net 30			
				Due 05-Nov-2004			
Shipped By BESTWAY							
Comments							
HAGER JOB# 3529							
					Freight		0.00
					Total Amount:		7,628.85

P.03/22

EXHIBIT

B

PLG-26-1900 15:36 58 89

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/O	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 1A5
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	B/O	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

HAGER JOB# 3531

Freight

0 00

EXHIBIT

Total Amount

2,570.00

P.05/22

D

Aug-26-1900 15:36

STATEMENT

SER INDUSTRIES INC.

6 INDUSTRIAL STREET
 BURLINGTON, ONTARIO L7P 1A5
 PH: 905 331 4424, FX: 905 331 2970

FAXED

MAR 11 2005

Page _____ of _____

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 THE VALUE
 INVOICES PAID

AMOUNT REMITTED _____

Page 1

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
<div style="border: 2px solid black; padding: 10px; text-align: center;"> EXHIBIT E </div>						
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

EB [Signature]
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 2cc
012:4861
FEB 28 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

HAGER INDUSTRIES, INC.,
Plaintiff,

v.

FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC
Defendant.

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:
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No. 05-1797 C.D.

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,

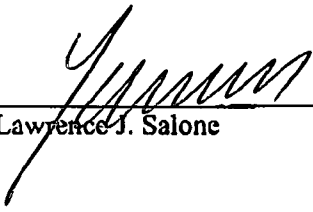
HOPKINS HELTZEL LLP

A handwritten signature in black ink, appearing to read 'David J. Hopkins', is written over a horizontal line.

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
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

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

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

HAGER INDUSTRIES, INC.,
Plaintiff,

v.

FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC
Defendant.

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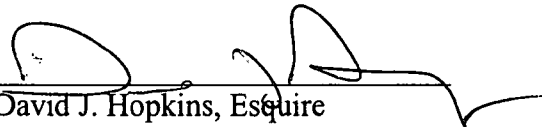
No. 05-1797 C.D.

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.
28th 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 NO CC
011108/24
MAR 03 2006 (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,

**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 *no cc*
m) 12:35 PM
MAY 30 2008 *lm*

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 [Signature]
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 25th day of May, 2006, as
follows:

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

By: 

Sharon M. Menchry

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

DANIEL HIBBARD
Plaintiff

vs.

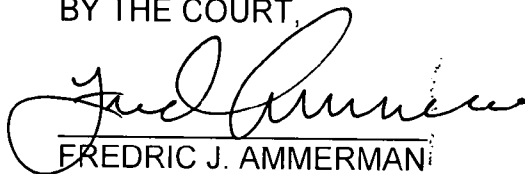
THEODORE FITZER and LAURENN FITZER,
a/k/a LAURIE FITZER, i/t/d/b/a JOE'S TUX SHOP
Defendants

NO. 05-1813-CD

ORDER

NOW, this 24th 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 ICC AAS:
J. Mack
9/12/25 cm Today
AUG 27 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8-27-2007

☐ 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

AUG 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HAGER INDUSTRIES, INC.,

Plaintiff,

v.

FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

CIVIL ACTION LAW

No. 05-1797 C.D.

CONSENT ORDER

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
01/11/07
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

FILED

AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/29/07

X 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:

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 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

m/1: 22/07
AUG 31 2007

Atty pd, 20.00

Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts

*Statement to
Atty Menchyk*

(CR)

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

CIVIL ACTION LAW

Plaintiff,
v.

NO. 05-1797-Civil

FRESHTEC FOOD PROCESSING EQUIPMENT
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.

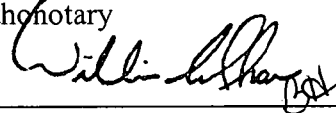
No. 2005-01797-CD

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

A handwritten signature in black ink, appearing to read 'William A. Shaw', is written over a horizontal line.

William A. Shaw

COPY

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

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/12/23/07
SEP 12 2007 iccoble writes
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(GK)

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:

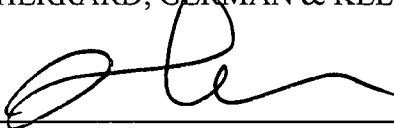
_____;

(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.

Plaintiff,

vs.

FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

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

: NO. 05-1797-Civil

:

:

: WRIT OF EXECUTION
: (MONEY JUDGMENT)

:

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

BY: William L. Shaw

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.

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LAWYER REFERRAL SERVICE
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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

5
FILED
01/10/47/01
JAN 20 2012
William A. Shaw
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


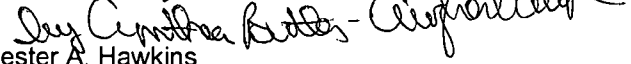
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$47.93

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION-(MONEY JUDGMENT)

HAGER INDUSTRIES, INC.

Plaintiff,

vs.

FRESHTEC FOOD PROCESSING
EQUIPMENT INTERNATIONAL, LLC,

Defendant.

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

: NO. 05-1797-Civil

:

:

WRIT OF EXECUTION
(MONEY JUDGMENT)

:

:

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.
Chester A. Blumharts
by Cynthia Butler-Arghandula

BY: Willie L. Shaw

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.

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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:

RDR SERVICE	9.00
MILEAGE LEVY	18.43
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE HANDBILLS	0.50
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$47.93

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	26,318.60
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$26,511.53

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	47.93
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS \$172.93

TOTAL COSTS \$26,511.53

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