

05-1907-CD
Unifirst Corp. vs Stephen Kennedy

Unifirst vs Stephen Kennedy et al
2005-1907-CD

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 05-1907-CD
:
: COMPLAINT
:
:
:
: Attorney for Plaintiff
: Kevin D. Persio, Esquire
: SMORTO, PERSIO, WEBB and McGILL
: 129 South Center Street
: Ebensburg, Pennsylvania 15931
: Telephone: (814) 472-9603
: Facsimile: (814) 472-5588
: Pa I.D. # 58785

FILED *acc shff*
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DEC 07 2005 *Atty pd.*
(R) *85.00*
William A. Shaw
Prothonotary/Clerk of Courts

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
:
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No.
:
: COMPLAINT
:
:
:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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

**David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

SMORTO, PERSIO, WEBB and MCGILL

By: Karin Shaw

Kevin D. Persio, Esquire
Attorney for Plaintiff

UNIFIRST CORPORATION, a : IN THE COURT OF COMMON PLEAS
Massachusetts corporation, : OF
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
: No.
STEPHEN KENNEDY, t/d/b/a : COMPLAINT
KENNEDY TRANSFER :
Defendant, :
:

COMPLAINT

AND NOW, comes the Plaintiff, UniFirst Corporation, by and through its undersigned attorneys, Smorto, Persio, Webb and McGill, and files the following Complaint and in support thereof avers as follows:

1. The Plaintiff, UniFirst Corporation (hereinafter referred to as "UniFirst"), is a Massachusetts corporation with its principal place of business located at 68 Jonspin Road, Wilmington, Massachusetts 01887. UniFirst is duly authorized to conduct business in the State of Pennsylvania and its principal place of business in Pennsylvania is located at 1150 Second Avenue, New Kensington, Westmoreland County, Pennsylvania 15068.

2. The Defendant, Stephen Kennedy, t/d/b/a Kennedy Transfer, has a principal place of business located at 63 Kennedy Lane, DuBois, Clearfield County, Pennsylvania 15801.

3. On or about August 27, 2000, the Defendant executed a Rental Agreement with UniFirst, whereby the Defendant agreed that the Defendant would be contractually obligated with UniFirst as per the terms of said Rental

Agreement. The Rental Agreement provided that UniFirst would provide certain amounts of shirts, shorts, and mats, etc. to the Defendant on a weekly basis, and that the Defendant would pay UniFirst for said services. Said Rental Agreement was to be in effect for a period of sixty (60) months from August 27, 2000. (A copy of said Rental Agreement has been attached hereto, marked as Exhibit "A" and is incorporated by reference herein).

4. The aforementioned Rental Agreement states,

"This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260) revenue weeks). The agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U)."

5. The Defendant unilaterally breached the aforementioned Rental Agreement on or about September 12, 2005 when the Defendant wrongfully terminated said Rental Agreement.

6. The Defendant's actions of unilaterally terminating the Defendant's agreement with UniFirst during the effective term of said Agreement constitutes a breach of the aforementioned Rental Agreement between the Defendant and UniFirst.

7. At all times relevant hereto, UniFirst had met and performed all of the required conditions and covenants of the aforementioned Rental Agreement to the best of UniFirst's ability. UniFirst was not in breach of the aforementioned Rental

Agreement at any time relevant hereto. At all times relevant hereto, UniFirst had performed all duties and obligations necessary in order to fulfill UniFirst's contractual obligations as set forth in the aforementioned Rental Agreement.

8. The aforementioned Rental Agreement provides as follows:

"In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% percent of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty."

9. At the time of Defendant's unilateral breach of the aforementioned Rental Agreement on September 12, 2005, the replacement costs then in effect for the garments issued to Defendant were Two Thousand Seven Hundred Twenty Six and 89/100 (\$2,726.89) Dollars.

10. At the time of Defendant's unilateral breach of the aforementioned Rental Agreement on September 12, 2005, the applicable charges for the remainder of the term of said Rental Agreement were Fifteen Thousand Seven Hundred Twenty Three and 30/100 (\$15,723.30) Dollars.

11. As a result of the Defendant's wrongful unilateral breach of the aforementioned Rental Agreement and as per the aforesaid liquidated damages provision, UniFirst has suffered damages in the amount of Five Thousand Eighty Hundred Seventy One and 55/100 (\$5,871.55) Dollars.

12. The Defendant also has an Accounts Receivable balance in the amount of Two Hundred Forty Six and 64/100 (\$246.64) Dollars.

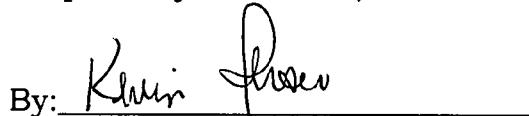
13. UniFirst has made numerous demands upon the Defendant for the Defendant to pay UniFirst the amount of the aforementioned damages.

14. The Defendant has refused to pay any amounts and/or honor the contract for the remainder of the term.

15. The Defendant's refusal to pay the aforementioned amount is without basis in law and/or fact.

WHEREFORE, UniFirst requests this Honorable Court to enter judgment in favor of UniFirst and against the Defendant, Stephen Kennedy, t/d/b/a Kennedy Transfer, in the amount of Six Thousand One Hundred Eighteen and 19/100 (\$6,118.19) Dollars, plus cost of suit, including, but not limited to, attorney's fees.

Respectfully submitted,

By: 

Kevin D. Persio, Esquire
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that he is authorized to make this verification on his own behalf; and that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.



A handwritten signature in black ink, appearing to read "Robert Beaver", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'B' and 'e'.

Robert Beaver



RENTAL AGREEMENT

ROUTE NO.

X10110

DIVISION Altona 070

LOCATION NUMBER

CUSTOMER Kennedy TransferADDRESS RD 1 Box 111 Rt 2-195CITY, TOWN, ZIP CODE Dubois PA 15801DATE 8/14/02

SIC

The undersigned (the "CUSTOMER") orders from UniFirst Corporation (the "COMPANY") the rental service(s) at the prices and upon the conditions outlined below:

NUMBER OF PERSONS	ITEM DESCRIPTION	ISSUE/CHANGES	PRICE	PER PERSON PER WEEK	TOTAL
			PER WEEK		
1	Corp Plated / Uniwear shirts	13/6	6.75	6.75	6.75
9	100% Cotton Tans / Uniwear shirts	13/6	7.40	66.60	
5	Softwill Shorts	5/2	1.40	7.00	
For	34x12 Floor Mats	4/2	4.75	4.75	
For	7x6 Floor mat	2/1	3.50	3.50	
DEPOSIT Per Change	EMBLEM CHG. Per Garment	3.00	SET-UP CHG. Per Garment	1.00	ENVIRONMENT CHG. Per Week
NA <input checked="" type="checkbox"/>	EXISTING ACCT. <input type="checkbox"/>	INSTALLED DATE <u>ASAP</u>			<u>101-00998</u>

All garments will be cleaned and maintained by the COMPANY. Any garments that require replacement due to normal wear will be replaced by the COMPANY at no charge to the CUSTOMER, other than for emblems and set-up, if applicable. Additional personnel, products, and quantities may be added to this Agreement upon written or verbal request of the CUSTOMER at the prices then in effect. The weekly service charge for any individual leaving CUSTOMER'S employment and/or vacating a position requiring standard uniforms, can be terminated once all garments issued to that individual, or the value of same, have been returned to the COMPANY.

This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260 revenue weeks). The Agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U).

Garments and other rental products are the property of the COMPANY. In the event of garments or other COMPANY products being lost, stolen, abused, or destroyed by fire, acid, paint, gross neglect or otherwise, the CUSTOMER will be required to pay for them at the replacement costs then in effect. The COMPANY guarantees the quality of its service. Any deficiencies which are communicated to the COMPANY in writing via certified mail and which are not corrected within thirty days are cause for termination of this Agreement. (Notification of failure to correct and accompanying thirty-day notice of cancellation must be in writing and sent to the COMPANY by certified mail within ten days after the end of the thirty day period.) All garments or other rental products issued to the CUSTOMER must be returned or paid for.

A minimum weekly charge of \$22.50 will be in effect unless there is a major lay-off (more than 50% of all employees using the COMPANY'S service) or a prolonged work stoppage (affecting all employees using the COMPANY'S service for a period in excess of five weeks). If garments in use by the CUSTOMER are not styles, colors, or sizes the COMPANY normally stocks (i.e. are not "standard garments") or if non-removable identification has been added, upon discontinuance of service — whether that be as a result of individual wearer reduction(s) or complete termination of service — the CUSTOMER agrees to purchase all such garments in issue and/or in inventory at the replacement costs then in effect.

CUSTOMER acknowledges that the items furnished by the COMPANY are for general purposes and are not for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER therefore agrees to indemnify and hold harmless the COMPANY of and from any injury or damage to person or property resulting from use of the items furnished. The CUSTOMER certifies that the COMPANY is in no way infringing upon any existing Agreements between the CUSTOMER and any other rental service company. In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty. CUSTOMER is responsible for all sales, use and/or personal property taxes payable hereunder. This Agreement is binding upon any successors or assigns of the respective parties and they shall be so informed. Any and all judicial proceedings for the enforcement of this AGREEMENT or any provision thereof, may be instituted and maintained in any court of competent jurisdiction in the city, county, or town where accepted by the COMPANY. All costs, including reasonable attorneys fees, incurred by the COMPANY in enforcing its rights hereunder will be paid by the CUSTOMER. In Texas and certain other locations, the COMPANY'S business is conducted by, and the term "COMPANY" as used herein shall mean, UNIFIRST HOLDINGS, L.P. d/b/a UNIFIRST.

EXHIBIT

"A"

Terms of payment

C.O.D.

CHARGE*

(Check One Box)

Approved charge customer agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% percent per month (18% per annum) for any amount in arrears may be applied.

Sales Rep: Stephen A. KennedyAccepted By: Stephen A. Kennedy

Location Manager

8/27/02

Date

Customer: KENNEDY TRANSFER
By: Stephen A. Kennedy Date: Aug 4/2002
1. Stephen A. Kennedy - GEN Pte
Name and Title:

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

UNIFIRST CORPORATION, a) NO. 05-1907-CD
Massachusetts corporation,)
Plaintiff,) Type of Pleading: DEFENDANT'S ANSWER TO
v.) PLAINTIFF'S COMPLAINT
STEPHEN KENNEDY, t/d/b/a) Filed on Behalf of: PLAINTIFF
KENNEDY TRANSFER,)
Defendants.) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

NOTICE TO PLEAD

TO: THE WITHIN NAMED

You are notified to file a written response to the within New Matter within twenty (20) days from service hereof or a default Judgment may be entered against you.

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Defendant

FILED ¹⁰⁰
m/10/5261 *Atty Blakley*
DEC 29 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

UNIFIRST CORPORATION, a) NO. 05-1907-CD
Massachusetts corporation,)
)
 Plaintiff,)
)
 v.)
)
 STEPHEN KENNEDY, t/d/b/a)
 KENNEDY TRANSFER,)
)
 Defendants.)

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW comes the Defendant, **STEPHEN KENNEDY, t/d/b/a KENNEDY TRANSFER**, by and through his attorneys, **BLAKLEY & JONES**, and answers Plaintiff's Complaint as follows:

1. Admitted.
2. It is denied that the Defendant, **STEPHEN KENNEDY**, is trading and doing business as Kennedy Transfer, and on the contrary, it is averred that Kennedy Transfer is a partnership between Stephen A. Kennedy and Lois J. Kennedy, with its principal place of business located at 63 Kennedy Lane, DuBois, Clearfield County, Pennsylvania, 15801.
3. Admitted; however, it is further averred that the Plaintiff discontinued supplying floor mats to the Defendant during the course of the rental agreement by mutual agreement of the parties.

4. Admitted.

5. It is denied that the Defendant unilaterally breached the rental agreement by wrongfully terminating the said rental agreement, and on the contrary, it is averred that the Plaintiff did breach the rental agreement by failing to provide uniforms in useable and/or wearable condition, with said uniforms being torn, ill repaired, dirty and mis-sized, all of which was brought to the attention of the Plaintiff by the Defendant, said complaints being ignored and/or disregarded by the Plaintiff, all in breach of the rental agreement of August 27, 2000.

6. It is denied that the Defendant's actions in terminating the Defendant's agreement with the Plaintiff was unilateral and constituted a breach of the rental agreement between the Defendant and the Plaintiff, and on the contrary, it is averred that the Defendant's termination of the agreement with the Plaintiff was brought about by the wrongful actions of the Plaintiff in breaching its agreement with the Defendant to provide good and wearable uniforms that were to be cleaned and maintained by the Plaintiff, all pursuant to the parties' agreement of August 27, 2000, with said deficiencies being communicated to the Plaintiff by the Defendant through the Plaintiff's route man on at least six occasions during the course of the rental agreement and also to the Plaintiff's District and/or Regional Manager, all of which were ignored by the Plaintiff.

7. It is denied that the Plaintiff met and performed all the required conditions and covenants of the said rental agreement and that the Plaintiff is not in breach of the aforesaid agreement at any time.

8. Admitted.

9. After reasonable investigation, Defendant is unable to determine the truth or falsity of the allegations contained in Paragraph 9 of the Plaintiff's Complaint, and therefore denies the same and demands strict proof thereof at trial.

10. It is denied that, at any time, the Defendant did unilaterally breach any rental agreement entitling the Plaintiff to charge any amounts to the Defendant, and on the contrary, it is averred that the Plaintiff was consistently in breach of the parties' rental agreement by failing to properly clean and maintain those shirts and shorts supplied to the Defendant under the parties' rental agreement.

11. It is denied that any actions on the part of the Defendant caused the Plaintiff to suffer any damages whatsoever, and on the contrary, it is averred that any damages suffered by the Plaintiff as the result of the Plaintiff's breach of the parties' rental agreement of August 27, 2000.

12. After reasonable investigation, Defendant is unable to determine the truth or falsity of the allegations contained in Paragraph 12 of the Plaintiff's Complaint, and therefore denies the same and demands strict proof thereof at trial.

13. It is admitted that Plaintiff made demands upon Defendant for payment of amounts allegedly due the Plaintiff; however, it is further averred that, because of the wrongful actions of the Plaintiff, the Defendant has no duty to pay to the Plaintiff any amounts whatsoever.

14. Admitted for the reasons set forth above.

15. It is denied that Defendant's refusal to pay any amounts due the Plaintiff is without basis in law and fact, and on the contrary, it is averred that Defendant's refusal to pay any further amounts on the parties' rental agreement was due solely to the unlawful and improper actions of the Plaintiff in failing to perform its duties under the parties' rental agreement of August 27, 2000.

WHEREFORE, Defendant, **STEPHEN KENNEDY, t/d/b/a KENNEDY TRANSFER**, demands that this Honorable Court dismiss the Plaintiff's Complaint.

NEW MATTER.

16. Defendant incorporates Paragraphs 1 through 15 above as though the same were fully set forth herein.

17. During the course of performance of the parties' obligations under the parties' rental agreement of August 27, 2000, the parties made numerous oral modifications to said rental agreement, specifically, the elimination of Plaintiff's requirement to supply the Defendant with floor mats, and at no time did the Plaintiff require strict performance of the rental agreement, nor did it require written modification to said rental agreement.

18. Pursuant to the terms of the parties' rental agreement of August 27, 2000, the Plaintiff was to clean and to maintain all garments provided to the Defendant, and any garments that required replacement due to normal wear and tear would be replaced by the Plaintiff.

19. During the course of the Plaintiff's performance of its duties under the parties' rental agreement, the Plaintiff consistently provided to the Defendant shirts and shorts of inferior quality and repair and garments which had not been properly cleaned and which were not properly sized for the Defendant's employees.

20. Because of the actions of the Plaintiff, the Defendant consistently complained to the employees of the Plaintiff, said employees consisting of delivery personnel, District and/or Regional Managers and others within the Plaintiff's organization, and after such complaints were set forth by the Defendant, the Plaintiff represented that the problems outlined by the Defendant would be remedied.

21. Despite the repeated complaints of the Defendant and the repeated assurances by the Plaintiff that the ill fitting, misrepaired and dirty uniforms supplied by the Plaintiff would be remedied, the Plaintiff continued to supply inferior quality garments to the Defendant.

22. A representative of the Plaintiff did approach the Defendant and requested a renewal of the parties' rental agreement prior to the renewal anniversary of said agreement; however, Defendant advised the Plaintiff's representative that they would not be renewing the said agreement due to the consistent breach by the Plaintiff of its obligations under the rental agreement.

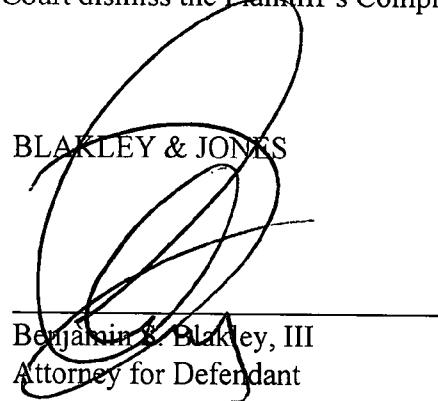
23. At no time did representatives of the Plaintiff indicate to the Defendant that its complaints of inferior service being provided by the Plaintiff needed to be in writing or

that the Defendant's desire not to renew the said rental agreement would have to be in writing, but at all times allowed the Defendant to believe that the parties would deal on oral representations between themselves, as had been the custom and practice of the parties during the course of the parties' rental agreement.

24. The actions of the Plaintiff constitute a wrongful breach of its obligations of the rental agreement of August 27, 2000, giving rise to a cause for termination of the parties' rental agreement as set forth in said rental agreement.

WHEREFORE, Defendant, **STEPHEN KENNEDY, t/d/b/a KENNEDY TRANSFER**, demands that this Honorable Court dismiss the Plaintiff's Complaint.

Respectfully Submitted,



BLAKLEY & JONES

Benjamin B. Blakley, III
Attorney for Defendant

VERIFICATION

I, **STEPHEN KENNEDY**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer to Plaintiff's Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 12/28/05

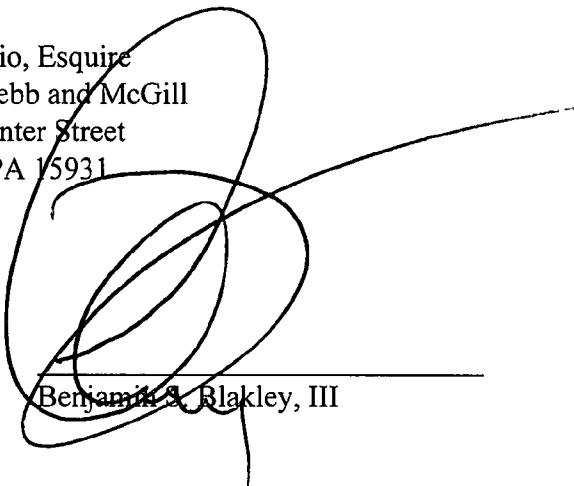


STEPHEN KENNEDY

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendant's Answer to Plaintiff's Complaint a in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 28th day of December, 2005:

Kevin D. Persio, Esquire
Smorto, Persic, Webb and McGill
129 South Center Street
Ebensburg PA 15931



Benjamin S. Blakley, III

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.
STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 05-1907-CD
:
: PLAINTIFF'S REPLY TO NEW MATTER
:
:
:
: Attorney for Plaintiff
: Kevin D. Persio, Esquire
: SMORTO, PERSIO, WEBB and MCGILL
: 129 South Center Street
: Ebensburg, Pennsylvania 15931
: Telephone: (814) 472-9603
: Facsimile: (814) 472-5588
: Pa I.D. # 58785

SMORTO, PERSIO,
WEBB AND MCGILL

FILED NO CC
m 11:00 AM
JAN 09 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

UNIFIRST CORPORATION, a
Massachusetts corporation, : IN THE COURT OF COMMON PLEAS
Plaintiff, : OF
vs. : CLEARFIELD COUNTY, PENNSYLVANIA
STEPHEN KENNEDY, t/d/b/a :
KENNEDY TRANSFER : No. 05-1907-CD
Defendant, :
: PLAINTIFF'S REPLY TO NEW MATTER
:

PLAINTIFF'S REPLY TO NEW MATTER

AND NOW comes the Plaintiff, UniFirst Corporation, by and through its undersigned attorneys, Smorto, Persio, Webb and McGill, and files the following Reply to New Matter, and in support thereof, avers as follows:

16. UniFirst Corporation hereby incorporates all of the allegations and averments previously set forth in Plaintiff's Complaint as if the same were set forth fully herein at length.

17. Denied. Paragraph 17 of Defendant's New Matter contains a conclusion of law to which no responsive pleading is required. By way of further answer, after a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial.

18. Admitted.

19. Denied. After a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial. By way of further answer, Plaintiff incorporates the allegations and averments contained in Plaintiff's Complaint as if the same were set forth fully herein at length.

20. Denied. After a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial. By way of further answer, Plaintiff incorporates the allegations and averments contained in Plaintiff's Complaint as if the same were set forth fully herein at length.

21. Denied. After a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial. By way of further answer, Plaintiff incorporates the allegations and averments contained in Plaintiff's Complaint as if the same were set forth fully herein at length.

22. Denied. After a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial. By way of further answer, Plaintiff incorporates the allegations and averments contained in Plaintiff's Complaint as if the same were set forth fully herein at length.

23. Denied. After a reasonable investigation, UniFirst Corporation lacks knowledge or information sufficient to form a belief as to the truth of the averments, and strict proof thereof is demanded at the time of trial. By way of further answer, Plaintiff incorporates the allegations and averments contained in Plaintiff's Complaint as if the same were set forth fully herein at length.

24. Denied. Paragraph 24 of Defendant's New Matter contains a conclusion of law to which no responsive pleading is required.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendant's New Matter with prejudice.

Respectfully submitted,

BY: 
Kevin D. Persio, Esquire
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Plaintiff's Reply to New Matter was served upon the following by United States mail first-class, postage prepaid on this 6th day of January, 2006, as indicated below:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801



Kevin D. Persio, Esquire
Attorney for Plaintiff

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.
STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER
Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: No. 05-1907-CD
: PLAINTIFF'S REPLY TO NEW MATTER
:
:

PRAECIPE FOR ARBITRATION

TO THE PROTHONOTARY:

Please place the above captioned case on the next available Arbitration
List.

Plaintiff's Attorney: Kevin D. Persio, Esquire
SMORTO, PERSIO, WEBB and McGILL
129 South Center Street
P.O. Box 239
Ebensburg, PA 15931
(814) 472-9603

Defendant's Attorney: Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801



Kevin D. Persio, Esquire
Attorney for Plaintiff

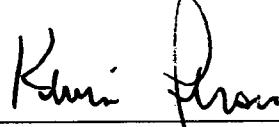
SMORTO, PERSIO,
WEBB AND McGILL

FILED 10th Persio
m 1:36 PM
JAN 10 2006 Atty pd.
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts
CR

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Praeclipe for Arbitration was served upon all counsel by United States mail first-class, postage prepaid to the following on this 9th day of January, 2006, as indicated below:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801



Kevin D. Persio, Esquire
Attorney for Plaintiff

CA

UNIFIRST CORPORATION, a : IN THE COURT OF COMMON PLEAS
Massachusetts corporation, : OF
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
: No. 05-1907-CD
STEPHEN KENNEDY, t/d/b/a : PLAINTIFF'S REPLY TO NEW MATTER
KENNEDY TRANSFER :
Defendant, :

CERTIFICATE OF READINESS

Filed on behalf of: UniFirst Corporation

1. Type of Case Simple [] Complex [] Companion Case []
2. Type of Trial: Jury [] Nonjury [] Arbitration [X]
3. Estimated Arbitration time __ day(s) 3 hours __ minutes
4. Trial Counsel:

Kevin D. Persio, Esquire
SMORTO, PERSIO, WEBB and McGILL
129 South Center Street, Post Office Box 239
Ebensburg, Pennsylvania 15931
(814) 472-9603
Attorney for Plaintiffs

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801
Attorney for Defendant

I hereby certify on behalf of the Plaintiffs that the Pleadings are complete, and that the case is in all respects ready for arbitration.

Date: January 9, 2006



Kevin D. Persio, Esquire
Attorney for Plaintiffs

FILED cc Atty
m. blakley Persio
JAN 10 2006
60

William A. Shaw
Prothonotary/Clerk of Courts

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.
STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER
Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: No. 05-1907-CD
: PLAINTIFF'S REPLY TO NEW MATTER
:
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the
Certificate of Readiness were served upon the following by United States certified
mail, first-class, postage prepaid on this 9th day of January, 2006 as indicated
below:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801



Kevin D. Persio, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101064
NO: 05-1907-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: UNIFIRST CORPORATION
vs.
DEFENDANT: STEPHEN KENNEDY t/d/b/a KENNEDY TRANSFER

SHERIFF RETURN

NOW, December 14, 2005 AT 3:25 PM SERVED THE WITHIN COMPLAINT ON STEPHEN KENNEDY t/d/b/a KENNEDY TRANSFER DEFENDANT AT 63 KENNEDY LANE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THELMA ZIMMERMAN, SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
01/12/2006
MAR 02 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SMORTO	5916	10.00
SHERIFF HAWKINS	SMORTO	5916	36.80

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marilyn Hart*
Chester A. Hawkins
Sheriff

COPY

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 05-1907-CD
:
: COMPLAINT
:
:
:
:
: Attorney for Plaintiff
: Kevin D. Persio, Esquire
: SMORTO, PERSIO, WEBB and McGILL
: 129 South Center Street
: Ebensburg, Pennsylvania 15931
: Telephone: (814) 472-9603
: Facsimile: (814) 472-5588
: Pa I.D. # 58785

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 07 2005

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,

vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: :
: No.
: :
: COMPLAINT
: :
: :
: :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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

**David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

SMORTO, PERSIO, WEBB and McGILL

By: 

Kevin D. Persio, Esquire
Attorney for Plaintiff

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No.
:
: COMPLAINT
:
:

COMPLAINT

AND NOW, comes the Plaintiff, UniFirst Corporation, by and through its undersigned attorneys, Smorto, Persio, Webb and McGill, and files the following Complaint and in support thereof avers as follows:

1. The Plaintiff, UniFirst Corporation (hereinafter referred to as "UniFirst"), is a Massachusetts corporation with its principal place of business located at 68 Jonspin Road, Wilmington, Massachusetts 01887. UniFirst is duly authorized to conduct business in the State of Pennsylvania and its principal place of business in Pennsylvania is located at 1150 Second Avenue, New Kensington, Westmoreland County, Pennsylvania 15068.

2. The Defendant, Stephen Kennedy, t/d/b/a Kennedy Transfer, has a principal place of business located at 63 Kennedy Lane, DuBois, Clearfield County, Pennsylvania 15801.

3. On or about August 27, 2000, the Defendant executed a Rental Agreement with UniFirst, whereby the Defendant agreed that the Defendant would be contractually obligated with UniFirst as per the terms of said Rental

Agreement. The Rental Agreement provided that UniFirst would provide certain amounts of shirts, shorts, and mats, etc. to the Defendant on a weekly basis, and that the Defendant would pay UniFirst for said services. Said Rental Agreement was to be in effect for a period of sixty (60) months from August 27, 2000. (A copy of said Rental Agreement has been attached hereto, marked as Exhibit "A" and is incorporated by reference herein).

4. The aforementioned Rental Agreement states,

"This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260) revenue weeks). The agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U)."

5. The Defendant unilaterally breached the aforementioned Rental Agreement on or about September 12, 2005 when the Defendant wrongfully terminated said Rental Agreement.

6. The Defendant's actions of unilaterally terminating the Defendant's agreement with UniFirst during the effective term of said Agreement constitutes a breach of the aforementioned Rental Agreement between the Defendant and UniFirst.

7. At all times relevant hereto, UniFirst had met and performed all of the required conditions and covenants of the aforementioned Rental Agreement to the best of UniFirst's ability. UniFirst was not in breach of the aforementioned Rental

Agreement at any time relevant hereto. At all times relevant hereto, UniFirst had performed all duties and obligations necessary in order to fulfill UniFirst's contractual obligations as set forth in the aforementioned Rental Agreement.

8. The aforementioned Rental Agreement provides as follows:

"In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% percent of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty."

9. At the time of Defendant's unilateral breach of the aforementioned Rental Agreement on September 12, 2005, the replacement costs then in effect for the garments issued to Defendant were Two Thousand Seven Hundred Twenty Six and 89/100 (\$2,726.89) Dollars.

10. At the time of Defendant's unilateral breach of the aforementioned Rental Agreement on September 12, 2005, the applicable charges for the remainder of the term of said Rental Agreement were Fifteen Thousand Seven Hundred Twenty Three and 30/100 (\$15,723.30) Dollars.

11. As a result of the Defendant's wrongful unilateral breach of the aforementioned Rental Agreement and as per the aforesaid liquidated damages provision, UniFirst has suffered damages in the amount of Five Thousand Eighty Hundred Seventy One and 55/100 (\$5,871.55) Dollars.

12. The Defendant also has an Accounts Receivable balance in the amount of Two Hundred Forty Six and 64/100 (\$246.64) Dollars.

13. UniFirst has made numerous demands upon the Defendant for the Defendant to pay UniFirst the amount of the aforementioned damages.

14. The Defendant has refused to pay any amounts and/or honor the contract for the remainder of the term.

15. The Defendant's refusal to pay the aforementioned amount is without basis in law and/or fact.

WHEREFORE, UniFirst requests this Honorable Court to enter judgment in favor of UniFirst and against the Defendant, Stephen Kennedy, t/d/b/a Kennedy Transfer, in the amount of Six Thousand One Hundred Eighteen and 19/100 (\$6,118.19) Dollars, plus cost of suit, including, but not limited to, attorney's fees.

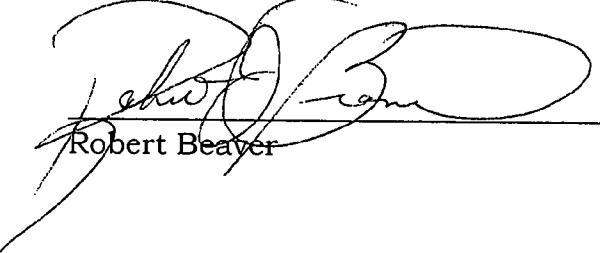
Respectfully submitted,

By: 

Kevin D. Persio, Esquire
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that he is authorized to make this verification on his own behalf; and that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authority.


Robert Beaver



RENTAL AGREEMENT

ROUTE NO.

X10112

DIVISION Altoona 070
 LOCATION NUMBER
 CUSTOMER Kennedy Transfer
 ADDRESS RD 1, Box 111 RT 2 195
 CITY, TOWN, ZIP CODE Dubois PA 15801 PHONE 514371-7430

DATE 8/14/02
 SIC _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation (the "COMPANY") the rental service(s) at the prices and upon the conditions outlined below:

PRICE

NUMBER OF PERSONS	ITEM DESCRIPTION	ISSUE/CHANGES	PER PERSON PER WEEK	TOTAL
1	Corp Plated / Uniware shirts	13/6	6.75	6.75
9	100% Cotton Tans / Uniware shirts	13/6	7.40	66.60
5	Softshell Shorts	5/2	1.40	7.00
For	34x42 Floor Mats	4/2	4.75	4.75
For	7x6 Floor Mat	2/1	3.50	3.50
DEPOSIT Per Change	EMBLEM CHG. Per Garment	SET-UP CHG. Per Garment	ENVIRONMENT CHG. Per Week	5.00

NA EXISTING ACCT. INSTALLATION DATE ASAP

101-00998

All garments will be cleaned and maintained by the COMPANY. Any garments that require replacement due to normal wear will be replaced by the COMPANY at no charge to the CUSTOMER, other than for emblems and set-up, if applicable. Additional personnel, products, and quantities may be added to this Agreement upon written or verbal request of the CUSTOMER at the prices then in effect. The weekly service charge for any individual leaving CUSTOMER'S employment and/or vacating a position requiring standard uniforms, can be terminated once all garments issued to that individual, or the value of same, have been returned to the COMPANY.

This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260 revenue weeks). The Agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U).

Garments and other rental products are the property of the COMPANY. In the event of garments or other COMPANY products being lost, stolen, abused, or destroyed by fire, acid, paint, gross neglect or otherwise, the CUSTOMER will be required to pay for them at the replacement costs then in effect. The COMPANY guarantees the quality of its service. Any deficiencies which are communicated to the COMPANY in writing via certified mail and which are not corrected within thirty days are cause for termination of this Agreement. (Notification of failure to correct and accompanying thirty-day notice of cancellation must be in writing and sent to the COMPANY by certified mail within ten days after the end of the thirty day period). All garments or other rental products issued to the CUSTOMER must be returned or paid for.

A minimum weekly charge of \$72.00 will be in effect unless there is a major lay-off (more than 50% of all employees using the COMPANY'S service) or a prolonged work stoppage (affecting all employees using the COMPANY'S service for a period in excess of five weeks). If garments in use by the CUSTOMER are not styles, colors, or sizes the COMPANY normally stocks (i.e. are not "standard garments") or if non-removable identification has been added, upon discontinuance of service — whether that be as a result of individual wearer reduction(s) or complete termination of service — the CUSTOMER agrees to purchase all such garments in issue and/or in inventory at the replacement costs then in effect.

CUSTOMER acknowledges that the items furnished by the COMPANY are for general purposes and are not for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER therefore agrees to indemnify and hold harmless the COMPANY of and from any injury or damage to person or property resulting from use of the items furnished. The CUSTOMER certifies that the COMPANY is in no way infringing upon any existing Agreements between the CUSTOMER and any other rental service company. In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty. CUSTOMER is responsible for all sales, use and/or personal property taxes payable hereunder. This Agreement is binding upon any successors or assigns of the respective parties and they shall be so informed. Any and all judicial proceedings for the enforcement of this AGREEMENT or any provision thereof, may be instituted and maintained in any court of competent jurisdiction in the city, county, or town where accepted by the COMPANY. All costs, including reasonable attorneys fees, incurred by the COMPANY in enforcing its rights hereunder will be paid by the CUSTOMER. In Texas and certain other locations, the COMPANY'S business is conducted by, and the term "COMPANY" as used herein shall mean, UNIFIRST HOLDINGS, L.P. d/b/a UNIFIRST.

EXHIBIT

Terms of payment

C.O.D. CHARGE*

"A"

(Check One Box)

Approved charge customer agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2 percent per month (18% per annum) for any amount in arrears may be applied.

Sales Rep: Stephen A. KennedyAccepted By: Stephen A. Kennedy

Location Manager

8/17/00 Date

Customer: Kennedy Transfer
 By: Stephen A. Kennedy Date: Aug 4/2002
 Stephen A. Kennedy Name and Title: GEN DIR

* Charge status contingent upon continuing credit worthiness

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

UNIFIRST CORPORATION,
a Massachusetts Corporation

vs.

No. 05-1907-CD

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

FILED *6cc*
03/10/15 ADY
MAR 28 2006 CIA
(60)

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 27th day of March, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, May 23, 2006 at 1:00 P.M.

The following have been appointed as Arbitrators:

John Sughrue, Esquire, Chairman

Jeffrey S. DuBois, Esquire

Lea Ann Heltzel, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

Unifirst Corporation, a Massachusetts Corporation
vs.
Stephen Kennedy, t/d/b/a Kennedy Transfer

No. 2005-01907-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 23rd day of May, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John Sughrue, Esq.

John H. Sengenbach
Chairman

Sworn to and subscribed before me this
May 23, 2006,

Prothonotary

AWARD OF ARBITRATORS

Now, this 23 day of May 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

FILED
04:00 PM
MAY 23 2006

Jam A. Shaw
ary/Clerk of Courts
5/24/06 Notices
to Atlys Persio
and Blakley

this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: *award in favor of Plaintiff, Unifirst Corporation, and against Stephen Kennedy, Defendant in the amount of \$2,632.96.* *10/10/1998*

John L. Smith Chairman
George E. Dunbar
John L. Smith
WITNESS TO AWARD

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 24th day of May, 2006, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By



CC, BY

Unifirst Corporation, A Massachusetts
Corporation

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Vs.
Stephen Kennedy, t/d/b/a Kennedy Transfer

No. 2005-01907-CD

NOTICE OF AWARD

TO: KEVIN D. PERSIO, ESQ.
BENJAMIN S. BLAKLEY, ESQ.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 23, 2006, and have docketed the award on May 24, 2006:

Award in favor of Plaintiff Unifirst Corporation and against Stephen Kennedy, Defendant in the amount of \$2,632.96.

William A. Shaw
Prothonotary
By William A. Shaw

May 23, 2006
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: :
: No. 05-1907-CD
: :
: PLAINTIFF'S REPLY TO NEW MATTER
: :
: :
: :

PRAECLPSE TO SETTLE AND/OR DISCONTINUE

TO: PROTHONOTARY, CLEARFIELD COUNTY

Please dismiss and discontinue the above captioned matter.

Respectfully submitted,

SMORTO, PERSIO, WEBB and McGILL

By: Kevin Persio

Kevin D. Persio, Esquire
Attorney for Plaintiff

FILED

JUL 07 2006

1:30 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATTY

1 CENT for doc.

COPY TO CJA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Unifirst Corporation

Vs. No. 2005-01907-CD
Stephen Kennedy
Kennedy Transfer

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 7, 2006, marked:

Dismiss and Discontinue

Record costs in the sum of \$105.00 have been paid in full by Kevin D. Persio, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of July A.D. 2006.

William A. Shaw, Prothonotary

LAW OFFICES OF
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, Pennsylvania 15801

Telephone (814) 371-2730
Fax (814) 375-1082

May 5, 2006

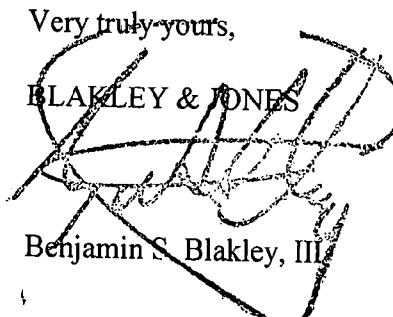
Benjamin S. Blakley, III

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: Unifirst Corporation v. Stephen Kennedy,
t/d/b/a Kennedy Transfer
No. 05-1907-C.D.**

Dear Mr. Meholic:

Enclosed for filing in the above matter please find the Defendant's Pretrial Memorandum.

Very truly yours,

BLAKLEY & JONES
Benjamin S. Blakley, III

BSB:glb

Enclosure

cc: Kevin D. Persio, Esquire
John Sughrue, Esquire
Jeffrey S. DuBois, Esquire
Lea Ann Heltzel, Esquire
Stephen Kennedy

RECEIVED
MAY 6 2006

COURT ADMINISTRATION
OFFICE



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

UNIFIRST CORPORATION, a) NO. 05-1907-CD
Massachusetts corporation,)
Plaintiff,) Type of Pleading:
v.) DEFENDANT'S PRETRIAL MEMORANDUM
STEPHEN KENNEDY, t/d/b/a) Filed on Behalf of: PLAINTIFF
KENNEDY TRANSFER,) Counsel of Record:
Defendants.) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

RECEIVED
COURT ADMINISTRATIVE
OFFICE

APR 6 2006

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

UNIFIRST CORPORATION, a)	NO. 05-1907-CD
Massachusetts corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
STEPHEN KENNEDY, t/d/b/a)	
KENNEDY TRANSFER,)	
)	
Defendants.)	

DEFENDANT'S PRETRIAL MEMORANDUM

AND NOW comes the Defendant, **STEPHEN KENNEDY, t/d/b/a KENNEDY TRANSFER**, by and through his attorneys, **BLAKLEY & JONES**, and submits the following pretrial memorandum in the above-captioned matter:

I. FACTS OF THE CASE

The Plaintiff, **UNIFIRST CORPORATION**, and the Defendant entered into a Rental Agreement, whereby the Plaintiff obligated itself to providing to the Defendant shirts, shorts, pants and mats on a weekly basis. A copy of the Rental Agreement is attached hereto.

During the course of the Rental Agreement, the Plaintiff and the Defendant, through their representatives, orally modified the Rental Agreement so as to eliminate Plaintiff's requirement to supply the Defendant with floor mats.

Pursuant to the terms of the parties' Rental Agreement, the Plaintiff was to clean and maintain all garments supplied to the Defendant, and any garments that required replacement due to wear and tear would be replaced by the Plaintiff. In spite of the requirements of the Rental Agreement, the Plaintiff consistently provided to the Defendant shirts, shorts and pants of inferior quality and repair and garments which had not been properly cleaned and sized for the Defendant's employees. Defendant consistently complained to the representatives of the Plaintiff and were assured that the problems suffered by the Defendant would be remedied; however, the Plaintiff continued to supply the Defendant with inferior and unclean garments. When a representative of the Plaintiff approached the Defendant and requested a renewal of the parties' Rental Agreement prior to the renewal anniversary of the Rental Agreement (August 14, 2005), the Defendant advised the Plaintiff's representative that because of the Plaintiff's continual breach of its obligations under the August 14, 2000, Rental Agreement, the Defendant would not be renewing the Agreement. The Plaintiff, in spite of being informed on numerous occasions of the inferior quality of the garments being supplied to the Defendant, has contended that, because the complaints were voiced orally to its representatives as opposed to being in writing, the Defendant is bound to comply with the Rental Agreement and that the Rental Agreement has automatically renewed for an additional five years.

II. UNUSUAL QUESTIONS OF LAW

None.

III. WITNESSES

Plaintiffs may call the following persons to testify at arbitration:

Stephen Kennedy, 63 Kennedy Lane, DuBois, Clearfield County, Pennsylvania

IV. REPORTS OF EXPERTS

None.

V. SPECIAL DAMAGES

None.

VI. EXHIBITS

1. Rental Agreement of August 14, 2000
2. Various pieces of clothing supplied by the Plaintiff

VII. ESTIMATED LENGTH OF TIME REQUIRED TO TRY THE CASE

One-half day.

VIII. PROPOSED STIPULATIONS

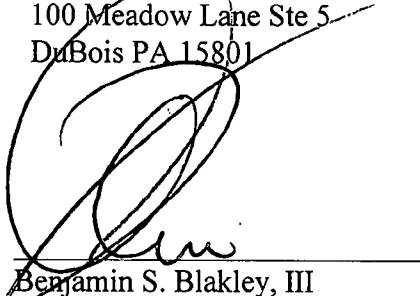
None.

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendant's Pretrial Memorandum in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 5th day of May, 2006:

Kevin D. Persio, Esquire Smorto, Persio, Webb and McGill 129 South Center Street Ebensburg PA 15931	John Sughrue, Esquire 23 North Second Street Clearfield PA 16830-2438
--	---

Jeffrey S. DuBois, Esquire 190 West Park Avenue Ste 5 DuBois PA 15801-2277	Lea Ann Heltzel, Esquire Hopkins Heltzel LLP 100 Meadow Lane Ste 5 DuBois PA 15801
--	---



Benjamin S. Blakley, III



RENTAL AGREEMENT

HOU 110

DIVISION Altoona 070
 LOCATION NUMBER
 CUSTOMER Kennedy Transfer
 ADDRESS RD 1, Box 111, RT 2, 195
 CITY, TOWN, ZIP CODE Dubois PA 15801
 PHONE 814-371-7430

DATE 8/14/00

SIC

The undersigned (the "CUSTOMER") orders from UniFirst Corporation (the "COMPANY") the rental service(s) at the prices and upon the conditions outlined below:

NUMBER OF PERSONS	ITEM DESCRIPTION	ISSUE/CHANGES	PRICE		TOTAL
			PER PERSON	PER WEEK	
1	Corp Plateel / Uniwear shirts	13/6	6.75	6.75	6.75
9	100% Cotton Tens / Uniwear shirts	13/6	7.40	66.60	
5	Softwill Shorts	5/2	1.40	7.00	
2 For 2	3/4 P. Floor Mats	4/2	4.75	4.75	
For	7x6 Flr mat	2/1	3.50	3.50	
DEPOSIT Per Change	EMBLEM CHG. Per Garment	SET-UP CHG. Per Garment	ENVIRONMENT CHG. Per Week		5.00
NA <input checked="" type="checkbox"/>	EXISTING ACCT.	INSTALLATION DATE	ASAP		10/15/998

All garments will be cleaned and maintained by the COMPANY. Any garments that require replacement due to normal wear will be replaced by the COMPANY at no charge to the CUSTOMER, other than for emblems and set-up, if applicable. Additional personnel, products, and quantities may be added to this Agreement upon written or verbal request of the CUSTOMER at the prices then in effect. The weekly service charge for any individual leaving CUSTOMER'S employment and/or vacating a position requiring standard uniforms, can be terminated once all garments issued to that individual, or the value of same, have been returned to the COMPANY.

This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260 revenue weeks). The Agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U).

Garments and other rental products are the property of the COMPANY. In the event of garments or other COMPANY products being lost, stolen, abused, or destroyed by fire, acid, paint, gross neglect or otherwise, the CUSTOMER will be required to pay for them at the replacement costs then in effect. The COMPANY guarantees the quality of its service. Any deficiencies which are communicated to the COMPANY in writing via certified mail and which are not corrected within thirty days are cause for termination of this Agreement. (Notification of failure to correct and accompanying thirty-day notice of cancellation must be in writing and sent to the COMPANY by certified mail within ten days after the end of the thirty day period.) All garments or other rental products issued to the CUSTOMER must be returned or paid for.

A minimum weekly charge of \$72.45 will be in effect unless there is a major lay-off (more than 50% of all employees using the COMPANY'S service) or a prolonged work stoppage (affecting all employees using the COMPANY'S service for a period in excess of five weeks). If garments in use by the CUSTOMER are not styles, colors, or sizes the COMPANY normally stocks (i.e. are not "standard garments") or if non-removable identification has been added, upon discontinuance of service — whether that be as a result of individual wearer reduction(s) or complete termination of service — the CUSTOMER agrees to purchase all such garments in issue and/or in inventory at the replacement costs then in effect.

CUSTOMER acknowledges that the items furnished by the COMPANY are for general purposes and are not for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER therefore agrees to indemnify and hold harmless the COMPANY of and from any injury or damage to person or property resulting from use of the items furnished. The CUSTOMER certifies that the COMPANY is in no way infringing upon any existing Agreements between the CUSTOMER and any other rental service company. In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty. CUSTOMER is responsible for all sales, use and/or personal property taxes payable hereunder. This Agreement is binding upon any successors or assigns of the respective parties and they shall be so informed. Any and all judicial proceedings for the enforcement of this AGREEMENT or any provision thereof, may be instituted and maintained in any court of competent jurisdiction in the city, county, or town where accepted by the COMPANY. All costs, including reasonable attorneys fees, incurred by the COMPANY in enforcing its rights hereunder will be paid by the CUSTOMER. In Texas and certain other locations, the COMPANY'S business is conducted by, and the term "COMPANY" as used herein shall mean; UNIFIRST HOLDINGS, L.P. d/b/a UNIFIRST.

Terms of payment

C.O.D.

(Check One Box)

Approved charge customer agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2 percent per month (18% per annum) for any amount in arrears may be applied.

CHARGE*

Sales Rep:

Accepted By:

Location Manager

8/27/00

Date

Customer: KENNEDY TRANSFER
 By: Stephen A. Kennedy Date: Aug 14/2000
 13 Stephen A. Kennedy - GEN Mgr
 Name and Title:

* Charge status contingent upon continuing credit worthiness and may be revoked at company's discretion.

LAW OFFICES
SMORTO, PERSIO, WEBB & MCGILL
129 SOUTH CENTER STREET
P.O. BOX 239
EBENSBURG, PA 15931
(814) 472-9603
FAX (814) 472-5588

DINO S. PERSIO
CALVIN J. WEBB, II
ROGER D. MCGILL
KEVIN D. PERSIO

ARNOLD D. SMORTO
(1912-1999)

BRIAN J. BERNARD
(1961-1995)

May 8, 2006

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

**RE: UniFirst Corporation vs. Stephen Kennedy,
t/d/b/a Kennedy Transfer
No. 05-1907-CD**

Dear Mr. Meholic:

Enclosed please find Plaintiff's Pre-Trial Statement for filing in regard to the above captioned matter.

If you have any questions, please feel free to contact me. Your courtesy and cooperation are greatly appreciated.

Thank you for your attention.

Very truly yours,



Kevin D. Persio

KDP/dam
Enclosure

Cc: Benjamin S. Blakley, III, Esquire
UniFirst Corporation
John Sughrue, Esquire
Jeffrey S. DuBois, Esquire
Lea Ann Heltzel, Esquire

May 8 2006

UNIFIRST CORPORATION, a
Massachusetts corporation,

Plaintiff,
vs.

STEPHEN KENNEDY, t/d/b/a
KENNEDY TRANSFER

Defendant,

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 05-1907-CD
:
: PLAINTIFF'S PRE-TRIAL STATEMENT
:
:
:
: Attorney for Unifirst Corporation
: Kevin D. Persio, Esquire
: Smorto, Persio, Webb and McGill
: 129 South Center Street
: P.O. Box 239
: Ebensburg, PA 15931
: Telephone: (814) 472-9603
: Facsimile: (814) 472-5588
: PA I.D. #: 58785

RECEIVED

MAY 09 2006

CLERK'S OFFICE
ADMINISTRATIVE
OFFICE

UNIFIRST CORPORATION, a	: IN THE COURT OF COMMON PLEAS
Massachusetts corporation,	OF
Plaintiff,	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	: No. 05-1907-CD
STEPHEN KENNEDY, t/d/b/a	:
KENNEDY TRANSFER	:
Defendant,	:

PLAINTIFF'S PRE-TRIAL STATEMENT

AND NOW comes the Plaintiff, UniFirst Corporation, by and through its undersigned attorneys, Smorto, Persio, Webb and McGill, and files the following Pre-Trial Statement as follows:

BRIEF STATEMENT OF THE CASE

Unifirst Corporation (hereinafter referred to as "Unifirst") and Stephen Kennedy, t/d/b/a Kennedy Transfer (hereinafter referred to as "customer") entered into a Customer Service Agreement dated August 14, 2000. (See Unifirst Exhibit #1) This Agreement provided that Unifirst would provide certain quantities of shirts, jeans, shorts, and mats to the customer on a weekly basis, and that the customer would pay Unifirst for the rental of these items, at prices set forth in the Agreement. (see Unifirst Exhibit #1) The Agreement was to be in effect for a period of 260 weeks. (see Unifirst Exhibit #1) Due to the fact that neither party terminated the August 14, 2000 Agreement in accordance with the terms of said agreement, the Rental Agreement automatically renewed for a successive 260 week period beginning August 15, 2005. (See UniFirst Exhibit #1) In early September 2005, the customer informed UniFirst that customer would no longer accept weekly

deliveries from UniFirst. UniFirst thereafter corresponded with customer to inform that the parties had a valid and enforceable agreement in effect. Subsequently, customer communicated with UniFirst, once again, that no further deliveries would be accepted.

The Agreement at issue in this matter contains the following provisions:

“This agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260 revenue weeks). The Agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U). ”

“In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty.”

UniFirst contends that the customer was not justified in terminating the parties Agreement. The customer had not communicated any material defects and/or deficiencies with UniFirst’s service. The customer’s unjustified early termination of the parties’ Agreement constitutes a unilateral breach of the Agreement, which entitles UniFirst to damages, as calculated below.

CALCULATION OF DAMAGES

On September 12, 2005 (the date of the final delivery) the replacement costs for the standard merchandise (uniforms) which had been issued to the customer was Two Thousand Six Hundred Thirty Two and 96/100 (\$2,632.96)

Dollars. The number of uniforms issued to customer along with the unit price per uniform is set forth on a Rental Agreement Buyout Calculator (see Unifirst Exhibit #2)

As of September 12, 2005, the customer was utilizing products and services of Unifirst which amounted to Sixty One and 66/100 (\$61.66) Dollars per week. This amount is obtained from the final invoice dated September 12, 2005. (see Unifirst Exhibit #3); as of September 12, 2006, there were Two Hundred Fifty Five (255) weeks remaining on the term of the Rental Agreement. (see Unifirst Exhibit #2) As per the terms of the liquidated damages provision of the Agreement, the applicable rental charges for the remainder of the term of the Rental Agreement were Fifteen Thousand Seven Hundred Twenty Three and 30/100 (\$15,723.30) Dollars. (\$61.66 X 255 weeks = \$15,723.30), and twenty (20%) percent of those charges are calculated as Three Thousand One Hundred Forty Four and 66/100 (\$3,144.66) Dollars. (see Unifirst Exhibit #2)

In accordance with the terms of the liquidated damages provision of the Agreement as set forth above, Unifirst contends that Unifirst is entitled to collect the total sum of Five Thousand Seven Hundred Seventy Seven and 62/100 (\$5,777.62) Dollars as damages, as a result of the customer's unjustified early termination of the Agreement. [\$2,632.96 (garments) + \$3,144.66 (20% of remaining charges) = \$5,777.62]

APPLICABLE CASES

Plaintiff cites the following case as authority that the customer's satisfaction with UniFirst's service must be determined on an objective basis,

rather than on a subjective basis: Jenkins Tile Service, Inc. v. Tidewater Oil Company, 223 A.2d 84 (Pa. 1966).

Plaintiff cites the following cases as authority that the liquidated damages clause in the Agreement is binding and enforceable: Brinich v. Jencka, et al., 757 A.2d 388 (Pa. Super 2000), Calabro v. Department of Aging, 689 A.2d 347 (Pa. Cmwlth. 1997).

Plaintiff cites the following cases as authority that the automatic renewal clause in the Agreement is binding and enforceable: Doll et al. v. Ryder, et al., 178 A. 320; 118 Pa.Super. 7 (1935); The Amoco Oil Company v. Robert F. Burns, 408 A.2d 521; (268 Pa. Super. 390).

LIST OF WITNESSES

1. Robert Beaver, UniFirst Location Manager
2. Scott Miller, UniFirst District Service Manager

Respectfully submitted,

BY: 

Kevin D. Persio, Esquire
Attorney for Unifirst Corporation



RENTAL AGREEMENT

X0110

DIVISION Altona 070 DATE 8/14/02
 CUSTOMER Kennedy Transfer SIC
 ADDRESS RD 1 Box 111 RT 2 195
 CITY, TOWN, ZIP CODE Dubois PA 15801 PHONE 514-571-7430

The undersigned (the "CUSTOMER") orders from UniFirst Corporation (the "COMPANY") the rental service(s) at the prices and upon the conditions outlined below:

NUMBER OF PERSONS	ITEM DESCRIPTION	ISSUE/CHANGES	PRICE		TOTAL
			PER PERSON	PER WEEK	
1	Corp Plate / Uniwear shirts	13/6	6.75		6.75
9	100% Cotton Tenc / Uniwear shirts	13/6	7.40		66.60
5	Softwill Shorts	5/2	1.40		7.00
1	3x10 Floor Mats	4/2	4.75		4.75
1	4x6 Flr mat	2/1	3.50		3.50
DEPOSIT Per Change	EMBLEM CHG. Per Garment	3.00	SET-UP CHG. Per Garment	1.00	ENVIRONMENT CHG. Per Week

NA EXISTING ACCT. INSTALLATION DATE ASAP 10/1/02 998

All garments will be cleaned and maintained by the COMPANY. Any garments that require replacement due to normal wear will be replaced by the COMPANY at no charge to the CUSTOMER, other than for emblems and set-up, if applicable. Additional personnel, products, and quantities may be added to this Agreement upon written or verbal request of the CUSTOMER at the prices then in effect. The weekly service charge for any individual leaving CUSTOMER'S employment and/or vacating a position requiring standard uniforms, can be terminated once all garments issued to that individual, or the value of same, have been returned to the COMPANY.

This Agreement is effective as of the date of execution above and shall remain in effect from the date of installation for a period of sixty months (260 revenue weeks). The Agreement shall be automatically renewed for successive like periods unless the COMPANY is notified to the contrary, in writing, by certified mail thirty days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U).

Garments and other rental products are the property of the COMPANY. In the event of garments or other COMPANY products being lost, stolen, abused, or destroyed by fire, acid, paint, gross neglect or otherwise, the CUSTOMER will be required to pay for them at the replacement costs then in effect. The COMPANY guarantees the quality of its service. Any deficiencies which are communicated to the COMPANY in writing via certified mail and which are not corrected within thirty days are cause for termination of this Agreement. (Notification of failure to correct and accompanying thirty-day notice of cancellation must be in writing and sent to the COMPANY by certified mail within ten days after the end of the thirty day period.) All garments or other rental products issued to the CUSTOMER must be returned or paid for.

A minimum weekly charge of 7.25 will be in effect unless there is a major lay-off (more than 50% of all employees using the COMPANY'S service) or a prolonged work stoppage (affecting all employees using the COMPANY'S service for a period in excess of five weeks). If garments in use by the CUSTOMER are not styles, colors, or sizes the COMPANY normally stocks (i.e. are not "standard garments") or if non-removable identification has been added, upon discontinuance of service — whether that be as a result of individual wearer reduction(s) or complete termination of service — the CUSTOMER agrees to purchase all such garments in issue and/or in inventory at the replacement costs then in effect.

CUSTOMER acknowledges that the items furnished by the COMPANY are for general purposes and are not for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER therefore agrees to indemnify and hold harmless the COMPANY of and from any injury or damage to person or property resulting from use of the items furnished. The CUSTOMER certifies that the COMPANY is in no way infringing upon any existing Agreements between the CUSTOMER and any other rental service company. In the event of service termination prior to expiration of this agreement, CUSTOMER agrees to (a) purchase the standard garments issued to them at replacement costs then in effect and (b) to pay 20% of applicable rental charges for the remainder of the term, which amounts COMPANY and CUSTOMER agree constitute liquidated damages and not a penalty. CUSTOMER is responsible for all sales, use and/or personal property taxes payable hereunder. This Agreement is binding upon any successors or assigns of the respective parties and they shall be so informed. Any and all judicial proceedings for the enforcement of this AGREEMENT or any provision thereof, may be instituted and maintained in any court of competent jurisdiction in the city, county, or town where accepted by the COMPANY. All costs, including reasonable attorneys fees, incurred by the COMPANY in enforcing its rights hereunder will be paid by the CUSTOMER. In Texas and certain other locations, the COMPANY'S business is conducted by, and the term "COMPANY" as used herein shall mean, UNIFIRST HOLDINGS, L.P. d/b/a UNIFIRST.

Terms of payment

C.O.D.

CHARGE*

(Check One Box)

Approved charge customer agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% percent per month (18% per annum) for any amount in arrears may be applied.

Sales Rep: Stephen A. Kennedy

8/27/00

Date:

Accepted By: Stephen A. Kennedy

Location Manager

Date

Name and

EXHIBIT

* Charge status contingent upon continuing credit worthiness
and may be revoked at company's discretion.

DIVISION COPY

"1"

INVOICE NUMBER 070 0498063 REMIT TO:
 INVOICE DATE 9/12/05 UniFirst Corporation
 CUSTOMER# (BILL TO) 187686 P O BOX 761
 A/R NUMBER EBENSBURG
 CUSTOMER KENNEDY TRANSFER PA 15931
 RTE# G2130
 1A 2624
 1B 2624
 1C
 1D
 1E
 1F
 1G
 1H
 1I
 1J
 1K
 1L
 1M
 1N
 1O
 1P
 1Q
 1R
 1S
 1T
 1U
 1V
 1W
 1X
 1Y
 1Z

PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation
P O BOX 761
... when your image is important.

PAGE 001
PA 15931

INVOICE	DATE	PAYMENT TERMS	PURCHASE ORDER	CONTRACT
070 0498063	9/12/05	CHARGE		# 159933

SHIP TO
 187686
 KENNEDY TRANSFER
 63 KENNEDY LANE
 DU BOIS PA 15801

BILL TO
 187686
 KENNEDY TRANSFER
 63 KENNEDY LANE
 DU BOIS PA 15801

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

814/472-4767

RTE# G2130

LKR/ DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED QTY.	TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
0001	1	GEORGE KRAMER JR.			8. 97		9/00		
		S. S. SHIRT-65/35	11.68	8		93.44			
		PANTS-65/35 SHORTS	15.88	5		79.40			
		PANTS-DENIM-JEAN	9.94	13		129.22			
0002	10	ROGER MANNING			10. 21		2/02		
		S. S. SHIRT-65/35	11.68	13		151.84			
		PANTS-65/35 SHORTS	15.88	5		79.40			
		PANTS-DENIM-JEAN	9.94	4		39.76			
		PANTS-DENIM-JEAN	9.94	6		59.64			
		PANTS-DENIM-JEAN	9.94	3		29.82			
0005	5	ED KENNEDY			10. 31		9/00		
		LS SHIRT-65/35	13.92	13		151.84			
		PANTS-DENIM-JEAN	9.94	4		39.76			
		PANTS-DENIM-JEAN	9.94	13		129.22			
0009	8	JEFF KENNEDY			10. 21		9/00		
		S. S. SHIRT-65/35	11.68	13		151.84			
		PANTS-65/35 SHORTS	15.88	5		79.40			
		PANTS-DENIM-JEAN	9.94	13		129.22			
0010	9	STEVE KENNEDY			7. 57		9/00		
		LS SHIRT-65/35	13.92	13		151.84			
		PANT-PLEATED-TWILL	23.00	13		399.00			

DEFE CHARGE

GARMENT MAINTENANCE TOTAL

INVOICE SUB-TOTAL

7. 25

7. 14

61. 66

1794.64
 + 754.11
 69 X 10.93
 2548.81
 A 29

EXHIBIT

"3"

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Plaintiff's Pre-Trial Statement was served upon the following by United States mail first-class, postage prepaid on this 8th day of May, 2006, as indicated below:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Kevin D. Persio
Kevin D. Persio, Esquire
Attorney for Plaintiff