

05-1916-CD  
Paris Cleaners Inc. vs Karns Food Market

Paris Uniform vs Karns Food et al  
2005-1916-CD

	05-1916 CD
Off box	Christopher J. Shin
Kenne Tool Market	John R. Ryan
formerly Wright's Tool Mfg	

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46th Judicial District, County Of Clearfield

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 05-1916-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Paris Cleaners, Inc.	MAG. DIST. NO. 46-3-01	NAME OF MDJ Patrick N. Ford
ADDRESS OF APPELLANT 67 Hoover Avenue, P.O. Box 1043	CITY DuBois	STATE PA
DATE OF JUDGMENT 11-08-2005	IN THE CASE OF (Plaintiff) Paris Cleaners, Inc. (Defendant) vs Karns Food Market	
DOCKET No. CV-0000447-05	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Christopher J. Shaw</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p> <p><i>Atty. C. Shaw 01/3/2006 pd. 85.00 DEC 08 2005 Copiesto Def &amp; JJ Ford</i></p>		
<p>Signature of Prothonotary or Deputy</p>		

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

*(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.*

PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_

appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. \_\_\_\_\_)

within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent  
Christopher J. Shaw, Esquire

RULE: To \_\_\_\_\_, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: 20 \_\_\_\_\_

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

---

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)*

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield ; ss

**AFFIDAVIT:** I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the Magisterial District Judge designated therein on  
(date of service) \_\_\_\_\_, 20 \_\_\_\_\_.  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_. 20 \_\_\_\_\_.  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

*Signature of official before whom affidavit was made*

*Signature of affiant*

*Title of official*

My commission expires on \_\_\_\_\_, 20 \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
PO BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**ATTORNEY FOR PLAINTIFF :**

**CHRISTOPHER J SHAW  
PO BOX 1043  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**PARIS CLEANER'S INC., T/D/B/A  
P.O. BOX 1043  
DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**KARNS FOOD MARKET  
COLD STORAGE RD  
WRIGHT'S FOOD MARKET, INC  
NEW BLOOMFIELD, PA 17068**

NAME and ADDRESS

Docket No.: **CV-0000447-05**  
Date Filed: **9/20/05**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

Judgment was entered for: (Name) **KARNS FOOD MARKET**

Judgment was entered against: (Name) **PARIS CLEANER'S INC., T/D/B/A**

in the amount of \$ **.00** on: (Date of Judgment) **11/08/05**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>

Post Judgment Credits \$ \_\_\_\_\_

Post Judgment Costs \$ \_\_\_\_\_

=====

**Certified Judgment Total** \$ \_\_\_\_\_

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

11-8-05 Date Patrick N. Ford-PNF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: Clearfield

CIVIL COMPLAINT

Magisterial District Number:  
46-3-01

District Justice Name: Hon.  
Patrick N. Ford  
Address: 309 Maple Avenue  
P.O. Box 452  
DuBois, PA 15801  
Telephone: (814)371-5321

PLAINTIFF: NAME and ADDRESS

Paris Cleaner's Inc., t/d/b/a  
Paris Uniform Rental  
P.O. Box 1043  
DuBois, PA 15801

VS.

DEFENDANT: NAME and ADDRESS

Karns Food Market  
Wright's Food Market, Inc.  
Cold Storage Road  
New Bloomfield, PA 17068

Docket No.: CV-447-05  
Date Filed: 9/20/05



	AMOUNT	DATE PAID
FILING COSTS	\$ 120.50	<u>9/20/05</u>
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$ 120.50	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiff and the Defendant entered into a contract whereby Plaintiff was to provide certain textile rental services to the Defendant for a period of 260 weeks. Plaintiff provided the services until June 15, 2005. Defendant however, neglected or refused to pay for the services provided as required under the terms of the contract. Defendant currently owes Plaintiff the sum of \$318.87 for its accounts receivable balance plus finance charges. In addition, Defendant terminated contract early. In so doing, Defendant is liable for liquidated damages above and beyond the account receivable balance in the amount of \$11472.00. Therefore, the total damages requested by the Plaintiff are \$8000.00.

I, Shannon M. Leonard verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Shannon M. Leonard  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney: Christopher J. Shaw  
Telephone: (814)375-9700

Address: P.O. Box 1043  
DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

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

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

**PARIS UNIFORM RENTAL**

**Plaintiff**

**VS.**

**KARNS FOOD MARKET formerly  
WRIGHT'S FOOD MARKET, INC.**

**Defendant**

:  
: **No. 05 - 1916 - CD**  
:  
: **TYPE OF CASE: Civil Action**  
:  
: **TYPE OF PLEADING:**  
: **Complaint**  
:  
:  
: **FILED ON BEHALF OF:**  
: **Plaintiff**  
:  
:  
: **COUNSEL OF RECORD FOR**  
: **THIS PARTY:**  
:  
: **CHRISTOPHER J. SHAW**  
: **Pa. Sup. Ct. I.D. #46836**  
:  
: **Corporate Counsel**  
: **Paris Companies**  
: **67 Hoover Ave.**  
: **P.O. Box 1043**  
: **DuBois, PA 15801**  
: **(814) 375-9700 x 706**

**FILED**  
0 3:10 p.m. 6K  
DEC 22 2005  
©

William A. Shaw  
Prothonotary

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

<b>PARIS CLEANERS, INC., t/d/b/a</b>	:
<b>PARIS UNIFORM RENTAL</b>	:
<b>Plaintiff</b>	:
 <b>VS.</b>	 :
	<b>: No. 05 - 1916 - CD</b>
 <b>KARNS FOOD MARKETS formerly</b>	 :
<b>WRIGHTS FOOD MARKET, INC.</b>	:
<b>Defendant</b>	:

**NOTICE TO DEFEND**

You Have Been Sued In Court. If You Wish To Defend Against The Claims Set Forth In The Following Pages, **YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED**, By Entering A Written Appearance Personally Or By Attorney And Filing In Writing With The Court Your Defenses Or Objections To The Claims Set Forth Against You. You Are Warned That If You Fail To Do So, The Case May Proceed Without You And A Judgment May Be Entered Against You By The Court Without Further Notice For Any Money Claimed In The Complaint Or For Any Other Claim Or Relief Requested By The Plaintiff. You May Lose Money Or Property Or Other Rights Important To You.

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

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
TELEPHONE: (814) 765-2641 Ext. 50-51**

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

<b>PARIS CLEANERS, INC., t/d/b/a</b>	:
<b>PARIS UNIFORM RENTAL</b>	:
<b>Plaintiff</b>	:
 <b>VS.</b>	 :
	<b>No. 05 - 1916 - CD</b>
 <b>KARNS FOOD MARKETS formerly</b>	 :
<b>WRIGHTS FOOD MARKET, INC.</b>	:
<b>Defendant</b>	:

**COMPLAINT**

AND NOW, comes the Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following Complaint against the Defendant, KARNS FOOD MARKET formerly WRIGHT'S FOOD MARKET, INC., and in support thereof avers as follows:

1. The Plaintiff is PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL, is a Pennsylvania Business Corporation having a principle business location of 67 Hoover Avenue, P.O. Box 1043, DuBois, Clearfield County, Pennsylvania 15801.
2. The Defendant, KARNS PRIME & FANCY FOODS, LTD., d/b/a KARNS QUALITY FOODS, is a Pennsylvania Corporation having corporate offices located at 675 Silver Spring Road, Mechanicsburg, PA 17050.
3. On or about May 10, 2004, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a Uniform Service Agreement whereby Plaintiff would provide textile rental services to Wright's Market in New Bloomfield, Pennsylvania for a period of 260 weeks of service effective on May 18, 2004 through May 17, 2009. A copy of the fully

executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. Doug Conrad, the Store Manager, executed this contract on behalf of Wright's Food Market, Inc., on May 10, 2004.

5. On or about June 1, 2005, Defendant, Karns Prime & Fancy Food, Ltd, d/b/a Karns Quality Foods completed the purchase of Wright's Food Market, Inc.; however, despite its purchase of this store, all operations of the market remained the same to the outside world including the telephone number, employees, etc, and operations continued as normal.

6. During the negotiations over the impending purchase of Wright's Food Market, Inc., by Karns Prime & Fancy Food, Ltd., Plaintiff, as a vendor of Wright's Food Market, Inc., Plaintiff was never given any notice, verbally or in writing, of the pending sale and continued to deliver products to Defendant Karns Prime & Fancy Food, Ltd., d/b/a Karns Quality Food on June 1, 2005 and on June 8, 2005. Plaintiff did further attempt to make a delivery on June 15, 2005, but was prevented from doing so by the personnel at this store.

7. The contract entered into with Wright's Food Market, Inc., had a provision making it binding on any successors and assigns. Defendant, Karns Prime & Fancy Food, Ltd. d/b/a Karns Quality Food is a successor in interest to Wright's Food Market, Inc., and thus became a party to the contract especially after taking delivery on two separate occasions after assuming ownership of the store.

8. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Uniform Rental Agreement dated May 10, 2004.

9. At all times even subsequent to the breach, Plaintiff is/was prepared to fulfill its obligations under the contract.

10. Defendant has unilaterally and without just cause breached the terms of the Uniform Rental Agreement dated May 10, 2004, by refusing to accept and pay for textile rental services under the terms of the agreement.

11. Due to the breach of the contract by the Defendant, Plaintiff has suffered damages that would be difficult to quantify, and as a result, Plaintiff demands the liquidated damages provided for under the terms of the contract, specifically 50% of the weekly rental amount of \$124.70 for the remaining 184 weeks of the term of the contract or \$11,472.40.

12. As a result of the breach of the contract by the Defendant, Plaintiff has been forced to engage the services of legal counsel to enforce the terms of the contract by collecting the contractual damages for the breach of this contract by the Defendant.

13. To date, Plaintiff has expended the sum of \$250.00 in legal fees enforcing it's rights under the terms of the agreement and will continue to incur additional attorneys fees throughout the litigation of the breach of contract action. Plaintiff, pursuant to the terms of the contract, demands that Defendant be ordered to pay Plaintiff's attorneys fees being those reasonably necessary attorneys fees incurred to enforce the terms of the agreement in a yet undeterminable amount.

**WHEREFORE**, Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, Karns Prime & Fancy Food, Inc., d/b/a Karns Quality Food in an amount of **\$11,722.40** together with interest in an amount of 1.5% per month from July 1, 2005, together with additional attorneys fees in an undetermined amount plus costs of suit.

Respectfully,

*Christopher J. Shaw*  
Christopher J. Shaw  
Attorney for Plaintiff

**VERIFICATION**

I, Jason G. McCoy, Secretary/Treasurer and CFO of Paris Uniform Rental, a division of Paris Cleaners Inc., state that I am a duly authorize agent of the Plaintiff of this Complaint. I have read the foregoing Complaint and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

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

Dated: 12/22/05

*12.77*  
Jason G. McCoy, CFO

ACCOUNT NO: 31505

START DATE: 5-18-04

24/2

# PARIS

## Uniform Service Agreement

Customer Name: Wright's Ford Macaco Inc.

Address: 610 Storage Road

City, State, Zip: *New Bloomfield, Pa. 17068*

Phone Number: 717-582-4028

Number of Wearers	Garment Style	Unit Price	ChangeS (per wearer per week)	Replacement Value
1	Wrap Grock	.75	1	
2	wrap Grock	3.75	5	
Item Description	Inventory	Unit Price	Frequency	Minimum
B.B Apron	130	.35	W	50%
BAR Towels	150	.15	W	50%
36" DUST Mop	1	.90	W	50%
Dust Mop Handle	1	.15	W	50%

## Customer Detail Sheet

**Special Instructions:**

Company Logo:	Price:	Name Emblems:	Price:	Prep Charge:
Letters	Border	Letters	Border	<i>See Ch. 3.50</i>

# PARIS UNIFORM RENTAL AND SUPPLY COMPANY

67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801

PHONE: 814/375-9700 • FAX: 814/375-9252

Customer, [a proprietorship/partnership/corporation (circle one that is applicable)], it's successors & assigns agrees to exclusively rent from Paris and to regularly pay for all of Customer's uniform, linen or textile rental requirements during the term of this agreement, of the products and at the prices and conditions, as outlined herein:

1. Customer acknowledges that Paris will be obligated to make a substantial investment in goods and equipment to fulfill its obligations of this Agreement. Therefore, this Agreement shall remain in effect for a period of 260 consecutive weeks from the start date. It shall automatically renew for successive like terms unless Customer terminates the Agreement by giving written notice to Paris no more than 120 days and no less than 90 days in advance of the initial or renewed term.
2. Unless otherwise specified in writing between the parties, the products rented hereunder are **not flame retardant or resistant to hazardous substances**. Paris has provided Customer with samples of the merchandise, and it is Customer's responsibility to determine if the merchandise is compatible with the Customer's needs. Paris gives no express or implied warranty that the products supplied are fit for the particular use contemplated by Customer, and Customer shall save, release, indemnify and hold Paris harmless from and against any loss, claim, or expense including attorney's fees arising out of the use of the product by Customer. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto the merchandise and further agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances on the merchandise. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances, and if Paris so refuses, Customer agrees that it will purchase such items from Paris just as if the items were lost by Customer.
3. Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal business fluctuation. Customer may not, for business reasons, cancel more than 50% of the contract prior to the end of the term, or it shall be deemed to have breached the Agreement. Upon each one-year anniversary of the start date, Paris shall have the right to increase the rates then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or by 5%, whichever is greater. In addition to the said increase, Paris shall have the right to impose or modify any additional or necessary replacement cost or service charge as may become necessary to maintain a consistent level of PBA of Customer's account throughout the term of this Agreement.
4. Paris agrees that its quality of merchandise shall be comparable to generally accepted standards in the industry. Paris will promptly replace any Rental items not meeting this standard at no cost to the Customer. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this Agreement, Customer must notify Paris in writing delivered by certified mail of claimed service or merchandise deficiencies. If Paris fails to remedy actual deficiencies within 60 days of proper notice, Customer may terminate this Agreement provided all rental items are returned to Paris in good and usable condition or paid for at replacement cost within 10 days following the 60 day notice. Acceptance of items beyond this 70-day period shall constitute a waiver of the deficiency defense and shall continue the contract in full force and effect as if notice were not given. Oral communication of alleged deficiencies in service, regardless of how often delivered, will not excuse customer's compliance to the terms of this agreement, and Customer's termination of the contract upon any terms other than the 60 day written notice requirement contained herein will be deemed a breach of this agreement.
5. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. Paris reserves the right to change Customer to COD status if Customer accumulates any balance more than 30 days past due. Should Customer be placed on COD status, Customer shall, in addition to charges for the current product delivered, pay Paris an additional one-eighth of the existing past due balance as of the date of change to COD status on each of the next 8 deliveries. Failure to accept and pay for any delivery once placed on COD status as provided herein shall be deemed a breach of Customer's obligations under this Agreement and shall be sufficient cause for Paris to terminate the Agreement and bring an action for damages. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount even if Customer's closes its business operations, Customer shall be in breach of this contract. Customer acknowledges that the actual damages due Paris in the event of a breach by Customer would be difficult to calculate. Therefore, in the event that Customer breaches this agreement, Customer agrees that in lieu of actual damages, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 12 months prior to default multiplied by the remaining weeks of the initial or renewed term of the Agreement, and shall purchase all inventory of Paris specifically dedicated to the Agreement at the actual or specified replacement cost for the items.
6. All items shall remain the property of Paris, and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen or destroyed, Customer shall pay Paris an appropriate replacement surcharge or shall compensate Paris a per item loss or damage charge at the following rates: Shirts-\$18.00; Pants-\$22.00; Jackets \$34.00; Coveralls-\$35.00; \_\_\_\_\_-\$\_\_\_\_\_; \_\_\_\_\_-\$\_\_\_\_\_. These figures shall be the replacement costs for these specified items.

Customer certifies that it is in no way infringing upon any existing contract between Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall only be filed in either District Court 46-3-01 or the Court of Common Pleas of Clearfield County, Pennsylvania. Customer specifically submits to this jurisdiction and waives any objection to these Courts on the basis of jurisdiction, venue or forum non-convenience. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement including a proportionate share of Paris' in house legal fees.

Doug Conrad Street Mgr. 5/10/04  
Customer Name / Title (please print) Date  
D 5/10/04  
Authorized Customer Signature Date

John M. Paris 5/10/04  
Authorized Paris Representative Date  
J. Paris 5/10/04  
Paris Uniform Vice President Date

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

PARIS CLEANERS, INC., t/d/b/a :  
PARIS UNIFORM RENTAL, :  
Plaintiff :  
vs. :  
: NO. 05 - 1916 - CD  
: :  
KARNS FOOD MARKET, formerly :  
WRIGHTS FOOD MARKET, INC., :  
Defendant :  
:

**PRELIMINARY OBJECTIONS**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

FILED 3CC  
03/07/06  
JAN 24 2006  
Atty Ryan  
©

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05-1916-C.D.
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

## NOTICE TO PLEAD

A Petition or Motion has been filed against you 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 pleading has been served by you by filing in writing with the Court your defenses or objections to the matters set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - CD
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHTS FOOD MARKET, INC.,	:	
Defendant	:	

**PRELIMINARY OBJECTIONS**

NOW COMES, Karns Prime & Fancy Food, LTD, and by their Attorneys, Belin & Kubista, file its Preliminary Objections to the Complaint of Plaintiff as follows:

**LACK OF PERSONAL JURISDICTION**

1. The Defendant is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 675 Silver Spring Road, Mechanicsburg, Cumberland County, Pennsylvania, 17050.
2. The Defendant has no place of business or office in Clearfield County, Pennsylvania, nor does the Defendant conduct business in Clearfield County, Pennsylvania.
3. It is believed and therefore averred that Plaintiff has filed the above captioned action in Clearfield County, Pennsylvania based upon language in a contract between Plaintiff and a third party, Wright's Food Market, Inc., which states that any disputes arising from the said contract shall be resolved in District Court 46-3-01 or in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the said contract is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.

4. Defendant is not a party to said contract and has no obligation to Plaintiff thereunder.

5. Defendant has not submitted to the jurisdiction of this Court.

WHEREFORE, Defendant requests that the Complaint of Plaintiff be dismissed, and judgment entered in favor of the Defendant, with prejudice.

LACK OF VENUE

6. Paragraphs 1 through and including Paragraph 5 are incorporated herein by reference as if set forth at length.

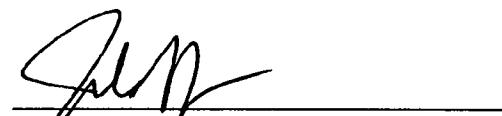
7. This action has been brought in the Clearfield County based on a cause of action which allegedly arose in Perry County, Pennsylvania.

8. The Defendant does not have an office or place of business in Clearfield County, Pennsylvania, nor does it conduct business within Clearfield County, Pennsylvania.

9. The Defendant has no contract with the Plaintiff whereby Defendant has submitted to venue in Clearfield County, therefore venue in Clearfield County is improper.

WHEREFORE, Defendant requests that the action be dismissed, and judgment entered in favor of the Defendant, with prejudice.

BELIN & KUBISTA



John R. Ryan  
Attorney for Defendant

I verify that the statements made in these Preliminary Objections are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.



---

John R. Ryan

# PARIS

ACCOUNT NO: 31545

START DATE: 5/12/04

34/2

## Uniform Service Agreement

Customer Name:

Wright's Ford Major Inc.

## Address:

John Stevens, Esq. D.

Von Seite 210

1934 Belmont Falls 12068

Phone Number: 773-786-6622

Number of Weavers	Garment Style	Unit Price	Changes (per weaver per week)	Replacement Value
6	WEAP. CHOC. K WEAP. CHOC. K	3.75 3.75	5	

Item Description	Inventory	Unit Price	Frequency	Minimum	Replace Value	RP %
1/2" Hinges	13.0	.35	W	50.00		
24" Standard	15.0	.12	W	50.00	.59	30
24" Dust Filter		.10	W	50.00		
Decor. Margarine	1	.15	W	50.00		

## Customer Detail Sheet

**Special Instructions:**

Company Logo Letters	Price: Border	Name Emblems: Letters	Price: Border	Prep Charge: 5vc Ctry 3.50
-------------------------	------------------	--------------------------	------------------	-------------------------------

**PARIS UNIFORM RENTAL AND SUPPLY COMPANY**

3000 GRANITE AVENUE  
PO HOOVER AVE. • PO BOX 1043 • DuBOIS, PA 15801

PHONE: 814/375-9700 • FAX: 814/375-9252

**EXHIBIT "A"**

Customer, [a proprietorship/partnership/corporation (circle one that is applicable)], it's successors & assigns agrees to exclusively rent from Paris and to regularly pay for all of Customer's uniform, linen or textile rental requirements during the term of this agreement, of the products and at the prices and conditions, as outlined herein:

1. Customer acknowledges that Paris will be obligated to make a substantial investment in goods and equipment to fulfill its obligations of this Agreement. Therefore, this Agreement shall remain in effect for a period of 260 consecutive weeks from the start date. It shall automatically renew for successive like terms unless Customer terminates the Agreement by giving written notice to Paris no more than 120 days and no less than 90 days in advance of the initial or renewed term.
2. Unless otherwise specified in writing between the parties, the products rented hereunder are not flame retardant or resistant to hazardous substances. Paris has provided Customer with samples of the merchandise, and it is Customer's responsibility to determine if the merchandise is compatible with the Customer's needs. Paris gives no express or implied warranty that the products supplied are fit for the particular use contemplated by Customer, and Customer shall save, release, indemnify and hold Paris harmless from and against any loss, claim, or expense including attorney's fees arising out of the use of the product by Customer. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto the merchandise and further agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances on the merchandise. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances, and if Paris so refuses, Customer agrees that it will purchase such items from Paris just as if the items were lost by Customer.
3. Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal business fluctuation. Customer may not, for business reasons, cancel more than 50% of the contract prior to the end of the term, or it shall be deemed to have breached the Agreement. Upon each one-year anniversary of the start date, Paris shall have the right to increase the rates then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or by 5%, whichever is greater. In addition to the said increase, Paris shall have the right to impose or modify any additional or necessary replacement cost or service charge as may become necessary to maintain a consistent level of PBA of Customer's account throughout the term of this Agreement.
4. Paris agrees that its quality of merchandise shall be comparable to generally accepted standards in the industry. Paris will promptly replace any Rental items not meeting this standard at no cost to the Customer. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this Agreement, Customer must notify Paris in writing delivered by certified mail of claimed service or merchandise deficiencies. If Paris fails to remedy actual deficiencies within 60 days of proper notice, Customer may terminate this Agreement provided all rental items are returned to Paris in good and usable condition or paid for at replacement cost within 10 days following the 60 day notice. Acceptance of items beyond this 70-day period shall constitute a waiver of the deficiency defense and shall continue the contract in full force and effect as if notice were not given. Oral communication of alleged deficiencies in service, regardless of how often delivered, will not excuse customer's compliance to the terms of this agreement, and Customer's termination of the contract upon any terms other than the 60 day written notice requirement contained herein will be deemed a breach of this agreement.
5. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. Paris reserves the right to change Customer to COD status if Customer accumulates any balance more than 30 days past due. Should Customer be placed on COD status, Customer shall, in addition to charges for the current product delivered, pay Paris an additional one-eighth of the existing past due balance as of the date of change to COD status on each of the next 8 deliveries. Failure to accept and pay for any delivery once placed on COD status as provided herein shall be deemed a breach of Customer's obligations under this Agreement and shall be sufficient cause for Paris to terminate the Agreement and bring an action for damages. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount even if Customer's closes its business operations, Customer shall be in breach of this contract. Customer acknowledges that the actual damages due Paris in the event of a breach by Customer would be difficult to calculate. Therefore, in the event that Customer breaches this agreement, Customer agrees that in lieu of actual damages, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 12 months prior to default multiplied by the remaining weeks of the initial or renewed term of the Agreement, and shall purchase all inventory of Paris specifically dedicated to the Agreement at the actual or specified replacement cost for the items.
6. All items shall remain the property of Paris, and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen or destroyed, Customer shall pay Paris an appropriate replacement surcharge or shall compensate Paris a per item loss or damage charge at the following rates: Shirts-\$18.00; Pants-\$22.00; Jackets-\$34.00; Coveralls-\$35.00; -\$. These figures shall be the replacement costs for these specified items.

Customer certifies that it is in no way infringing upon any existing contract between Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall only be filed in either District Court 46-3-01 or the Court of Common Pleas of Clearfield County, Pennsylvania. Customer specifically submits to this jurisdiction and waives any objection to these Courts on the basis of jurisdiction, venue or forum non-conveniens. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement including a proportionate share of Paris' in house legal fees.

*Doug S. and Steve M. 5/16/04*  
 Customer Name / Title (please print)  
*Doug S. and Steve M. 5/16/04*  
 Date  
*Doug S. and Steve M. 5/16/04*  
 Authorized Customer's Signature  
 Date

*5/16/04*  
 Date  
 Authorized Paris Representative  
*5/16/04*  
 Date  
 Paris Uniform Vice President  
 Date

**FILED**

**JAN 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**PRAECIPE FOR ENTRY OF  
APPEARANCE**

Filed on Behalf of:  
Defendant, KARNS PRIME & FANCY  
FOODS, LTD.

Counsel of Record for  
This Party:

JOHN R. RYAN, ESQUIRE  
Pa. I.D. #38739

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

FILED  
1/3/03/06 3CC  
JAN 24 2006 Atty Ryan  
GW

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
	:	
vs.	:	NO. 05 – 1916 – C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Defendant, KARNS PRIME & FANCY FOODS, LTD., in the above-captioned matter.

BELIN & KUBISTA



---

John R. Ryan, Esquire  
Attorney for Defendant, Karns Prime  
& Fancy Foods, Ltd.

**FILED**

**JAN 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 – 1916 – C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

**FILED** No CC.  
01/25/2006  
JAN 25 2006

William A. Shaw  
Prothonotary

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
	:	
vs.	:	NO. 05 – 1916 – C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have served certified copies of Praecipe for Entry of Appearance and Preliminary Objections filed on behalf of Defendant, KARNS PRIME & FANCY FOODS, LTD., in the above captioned matter on the following party by postage prepaid first-class United States mail, on the 25<sup>th</sup> day of January, 2006:

Christopher J. Shaw, Esquire  
Paris Companies  
67 Hoover Avenue  
P.O. Box 1043  
Du Bois, PA 15810  
Attorney for Plaintiff

BELIN & KUBISTA



John R. Ryan  
Attorney for Defendant

William A. Shaw  
Prothonotary

JAN 25 2006

FILED

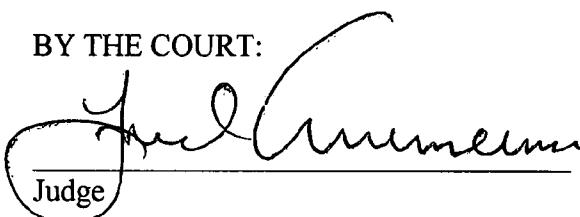
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PARIS CLEANERS, INC., t/d/b/a :  
PARIS UNIFORM RENTAL, :  
Plaintiff :  
vs. :  
: NO. 05 - 1916 - C.D.  
: :  
KARNS FOOD MARKET, formerly :  
WRIGHT'S FOOD MARKET, INC., :  
Defendant :  
:

**ORDER**

AND NOW, this 25 day of JAN., 2006, upon consideration of the foregoing Preliminary Objections filed on behalf of Defendant, it is the ORDER of this Court that Argument be held on Defendant's Preliminary Objections on the 6<sup>th</sup> day of March, 2006, at 10:30 o'clock A. M., in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

**FILED**

JAN 30 2006  
01/30/06  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 cent to ATT for  
S.E.P.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PARIS CLEANERS, INC., t/d/b/a :  
PARIS UNIFORM RENTAL :  
VS. : NO. 05-1916-CD  
KARNS FOOD MARKET, formerly :  
WRIGHT'S FOOD MARKET, INC. :

O R D E R

AND NOW, this 6th day of March, 2006, following argument on Preliminary Objections filed on behalf of the Defendant, it is the ORDER of this Court that the same Preliminary Objections be and are hereby dismissed.

BY THE COURT,



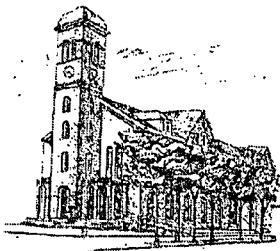
President Judge

FILED

01334/01 2cc Augs:  
MAR 07 2006 Ryan

C. Shaw

William A. Shaw  
Prothonotary/Clerk of Courts (60)



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 3/7/01

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	No. 05 - 1916 - C.D.
	:	
KARNS FOOD MARKETS, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
vs.	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**THIRD-PARTY COMPLAINT**

Filed on behalf of:  
KARNS FOOD MARKET, formerly  
WRIGHT'S FOOD MARKET, INC.,  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

FILED <sup>4CC</sup>  
02/27/2006  
MAY 27 2006  
D  
Amy Ryan

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	No. 05 - 1916 - C.D.
	:	
KARNS FOOD MARKETS, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
vs.	:	
	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

NOTICE

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	No. 05 - 1916 - C.D.
	:	
KARNS FOOD MARKETS, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
vs.	:	
	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**THIRD-PARTY COMPLAINT**

NOW COMES, Karns Prime & Fancy Food, LTD, Defendant above named, and by its Attorneys, Belin & Kubista, files its Third Party Complaint against Wright's Food Market, Inc. and avers as follows:

1. Plaintiff Paris Cleaners, Inc., t/d/b/a Paris Uniform Supply (Paris), has filed a Complaint against Defendant Karns Prime & Fancy Food, LTD (Karns), a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.
2. The basis for the alleged cause of action on behalf of Paris against Karns is a contract, entitled "Uniform Service Agreement", dated May 10, 2004, between Paris and Third Party Defendant Wright's Food Market, Inc. (Wright).
3. Karns is not a party to the said contract between Paris and Wright.

4. Karns purchased certain equipment, machinery and inventory from Wright pursuant to the terms of an agreement dated April 20, 2005. A true and correct copy of the said agreement is attached hereto, marked Exhibit "B" and is incorporated herein by reference as if set forth at length.
5. Karns believes and therefore avers that if a cause of action exists on behalf of Paris for breach of the said Uniform Service Agreement dated May 10, 2004, such cause of action lies against Wright and not Karns, as Karns is not a party to that Agreement and did not assume any obligation or liability owed by Wright to any third party, as evidenced by the agreement dated April 20, 2005 attached hereto as Exhibit "B".
6. By reason of the aforesaid, Wright is primarily liable to Paris, if any party is liable, for the damages, if any, sustained by Paris; and Wright must be required to indemnify Karns for any damages Karns may sustain on account of the alleged breach of contract set forth in Paris' Complaint.

WHEREFORE, Karns demands judgment against Wright for all sums that may be adjudged against Karns in favor of Plaintiff.

BELIN & KUBISTA

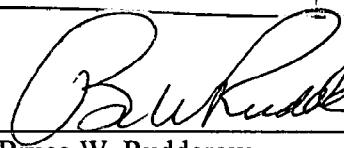


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John R. Ryan  
Attorney for Defendant Karns Food Market,  
Formerly Wright's Food Market

I verify that the statements made in this Third-Party Complaint are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.

KARNS FOOD MARKET,

By: 

Bruce W. Rudderow  
EVP Store Operations

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

KARNS FOOD MARKET formerly  
WRIGHT'S FOOD MARKET, INC.

Defendant

:  
: No. 05 - 1916 - CD  
:  
: TYPE OF CASE: Civil Action  
:  
: TYPE OF PLEADING:  
: Complaint  
:  
:  
: FILED ON BEHALF OF:  
: Plaintiff  
:  
:  
: COUNSEL OF RECORD FOR  
: THIS PARTY:  
:  
: CHRISTOPHER J. SHAW  
: Pa. Sup. Ct. I.D. #46836  
:  
: Corporate Counsel  
: Paris Companies  
: 67 Hoover Ave.  
: P.O. Box 1043  
: DuBois, PA 15801  
: (814) 375-9700 x 706

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

DEC 22 2005

Attest.

EXHIBIT "A"

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

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

<b>PARIS CLEANERS, INC., t/d/b/a</b>	:
<b>PARIS UNIFORM RENTAL</b>	:
<b>Plaintiff</b>	:
 	:
<b>VS.</b>	<b>: No. 05 - 1916 - CD</b>
 	:
<b>KARNS FOOD MARKETS formerly</b>	:
<b>WRIGHTS FOOD MARKET, INC.</b>	:
<b>Defendant</b>	:

**NOTICE TO DEFEND**

You Have Been Sued In Court. If You Wish To Defend Against The Claims Set Forth In The Following Pages, **YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED**, By Entering A Written Appearance Personally Or By Attorney And Filing In Writing With The Court Your Defenses Or Objections To The Claims Set Forth Against You. You Are Warned That If You Fail To Do So, The Case May Proceed Without You And A Judgment May Be Entered Against You By The Court Without Further Notice For Any Money Claimed In The Complaint Or For Any Other Claim Or Relief Requested By The Plaintiff. You May Lose Money Or Property Or Other Rights Important To You.

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

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
TELEPHONE: (814) 765-2641 Ext. 50-51**

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

<b>PARIS CLEANERS, INC., t/d/b/a</b>	:
<b>PARIS UNIFORM RENTAL</b>	:
<b>Plaintiff</b>	:
	:
<b>VS.</b>	:
	:
<b>KARNS FOOD MARKETS formerly</b>	:
<b>WRIGHTS FOOD MARKET, INC.</b>	:
<b>Defendant</b>	:

**COMPLAINT**

AND NOW, comes the Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following Complaint against the Defendant, KARNS FOOD MARKET formerly WRIGHT'S FOOD MARKET, INC., and in support thereof avers as follows:

1. The Plaintiff is PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL, is a Pennsylvania Business Corporation having a principle business location of 67 Hoover Avenue, P.O. Box 1043, DuBois, Clearfield County, Pennsylvania 15801.
2. The Defendant, KARNS PRIME & FANCY FOODS, LTD., d/b/a KARNS QUALITY FOODS, is a Pennsylvania Corporation having corporate offices located at 675 Silver Spring Road, Mechanicsburg, PA 17050.
3. On or about May 10, 2004, Plaintiff, PARIS CLEANER'S, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a Uniform Service Agreement whereby Plaintiff would provide textile rental services to Wright's Market in New Bloomfield, Pennsylvania for a period of 260 weeks of service effective on May 18, 2004 through May 17, 2009. A copy of the fully

executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. Doug Conrad, the Store Manager, executed this contract on behalf of Wright's Food Market, Inc., on May 10, 2004.

5. On or about June 1, 2005, Defendant, Karns Prime & Fancy Food, Ltd, d/b/a Karns Quality Foods completed the purchase of Wright's Food Market, Inc.; however, despite its purchase of this store, all operations of the market remained the same to the outside world including the telephone number, employees, etc, and operations continued as normal.

6. During the negotiations over the impending purchase of Wright's Food Market, Inc., by Karns Prime & Fancy Food, Ltd., Plaintiff, as a vendor of Wright's Food Market, Inc., Plaintiff was never given any notice, verbally or in writing, of the pending sale and continued to deliver products to Defendant Karns Prime & Fancy Food, Ltd., d/b/a Karns Quality Food on June 1, 2005 and on June 8, 2005. Plaintiff did further attempt to make a delivery on June 15, 2005, but was prevented from doing so by the personnel at this store.

7. The contract entered into with Wright's Food Market, Inc., had a provision making it binding on any successors and assigns. Defendant, Karns Prime & Fancy Food, Ltd. d/b/a Karns Quality Food is a successor in interest to Wright's Food Market, Inc., and thus became a party to the contract especially after taking delivery on two separate occasions after assuming ownership of the store.

8. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Uniform Rental Agreement dated May 10, 2004.

9. At all times even subsequent to the breach, Plaintiff is/was prepared to fulfill its obligations under the contract.

10. Defendant has unilaterally and without just cause breached the terms of the Uniform Rental Agreement dated May 10, 2004, by refusing to accept and pay for textile rental services under the terms of the agreement.

11. Due to the breach of the contract by the Defendant, Plaintiff has suffered damages that would be difficult to quantify, and as a result, Plaintiff demands the liquidated damages provided for under the terms of the contract, specifically 50% of the weekly rental amount of \$124.70 for the remaining 184 weeks of the term of the contract or \$11,472.40.

12. As a result of the breach of the contract by the Defendant, Plaintiff has been forced to engage the services of legal counsel to enforce the terms of the contract by collecting the contractual damages for the breach of this contract by the Defendant.

13. To date, Plaintiff has expended the sum of \$250.00 in legal fees enforcing it's rights under the terms of the agreement and will continue to incur additional attorneys fees throughout the litigation of the breach of contract action. Plaintiff, pursuant to the terms of the contract, demands that Defendant be ordered to pay Plaintiff's attorneys fees being those reasonably necessary attorneys fees incurred to enforce the terms of the agreement in a yet undeterminable amount.

WHEREFORE, Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, Karns Prime & Fancy Food, Inc., d/b/a Karns Quality Food in an amount of **\$11,722.40** together with interest in an amount of 1.5% per month from July 1, 2005, together with additional attorneys fees in an undetermined amount plus costs of suit.

Respectfully,

*Christopher J. Shaw*  
Christopher J. Shaw  
Attorney for Plaintiff

**VERIFICATION**

I, Jason G. McCoy, Secretary/Treasurer and CFO of Paris Uniform Rental, a division of Paris Cleaners Inc., state that I am a duly authorize agent of the Plaintiff of this Complaint. I have read the foregoing Complaint and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

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

Dated:

*12/22/05*

*12/22/05*  
Jason G. McCoy, CFO



ACCOUNT NO: 31505

START DATE: 5-18-04

24/2

## Uniform Service Agreement

Customer Name: Wright's Food Market Inc.

Address: Crest Storage Road

City, State, Zip: New Bloomfield, PA 17068

Phone Number: 717-582-4028

Number of Wearers	Garment Style	Unit Price	Changes (per wearer per week)	Replacement Value
1	Wrap Gown	.75	1	
2	Wrap Gown	3.75	5	

Item Description	Inventory	Unit Price	Frequency	Minimum	Replace Value	Rp %
B,B Arrow	130	.35	W	50.00		
BAR Towels	150	.15	W	50.00	.59	3%
36" Disc Mat	1	.90	W	50.00		
Disc Mat Handle	1	.15	W	50.00		

## Customer Detail Sheet

**Special Instructions:**

Company Logo:	Price:	Name Emblems:	Price:	Prep Charge:
Letters	Border	Letters	Border	<i>5vc chg 3.50</i>

## PARIS UNIFORM RENTAL AND SUPPLY COMPANY

67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801

PHONE: 814/375-9700 • FAX: 814/375-9252

Customer, [a proprietorship/partnership/corporation (circle one that is applicable)], it's successors & assigns agrees to exclusively rent from Paris and to regularly pay for all of Customer's uniform, linen or textile rental requirements during the term of this agreement, of the products and at the prices and conditions, as outlined herein:

1. Customer acknowledges that Paris will be obligated to make a substantial investment in goods and equipment to fulfill its obligations of this Agreement. Therefore, this Agreement shall remain in effect for a period of 260 consecutive weeks from the start date. It shall automatically renew for successive like terms unless Customer terminates the Agreement by giving written notice to Paris no more than 120 days and no less than 90 days in advance of the initial or renewed term.
2. Unless otherwise specified in writing between the parties, the products rented hereunder are not flame retardant or resistant to hazardous substances. Paris has provided Customer with samples of the merchandise, and it is Customer's responsibility to determine if the merchandise is compatible with the Customer's needs. Paris gives no express or implied warranty that the products supplied are fit for the particular use contemplated by Customer, and Customer shall save, release, indemnify and hold Paris harmless from and against any loss, claim, or expense including attorney's fees arising out of the use of the product by Customer. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto the merchandise and further agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances on the merchandise. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances, and if Paris so refuses, Customer agrees that it will purchase such items from Paris just as if the items were lost by Customer.
3. Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal business fluctuation. Customer may not, for business reasons, cancel more than 50% of the contract prior to the end of the term, or it shall be deemed to have breached the Agreement. Upon each one-year anniversary of the start date, Paris shall have the right to increase the rates then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or by 5%, whichever is greater. In addition to the said increase, Paris shall have the right to impose or modify any additional or necessary replacement cost or service charge as may become necessary to maintain a consistent level of PBA of Customer's account throughout the term of this Agreement.
4. Paris agrees that its quality of merchandise shall be comparable to generally accepted standards in the industry. Paris will promptly replace any Rental items not meeting this standard at no cost to the Customer. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this Agreement, Customer must notify Paris in writing delivered by certified mail of claimed service or merchandise deficiencies. If Paris fails to remedy actual deficiencies within 60 days of proper notice, Customer may terminate this Agreement provided all rental items are returned to Paris in good and usable condition or paid for at replacement cost within 10 days following the 60 day notice. Acceptance of items beyond this 70-day period shall constitute a waiver of the deficiency defense and shall continue the contract in full force and effect as if notice were not given. Oral communication of alleged deficiencies in service, regardless of how often delivered, will not excuse customer's compliance to the terms of this agreement, and Customer's termination of the contract upon any terms other than the 60 day written notice requirement contained herein will be deemed a breach of this agreement.
5. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. Paris reserves the right to change Customer to COD status if Customer accumulates any balance more than 30 days past due. Should Customer be placed on COD status, Customer shall, in addition to charges for the current product delivered, pay Paris an additional one-eighth of the existing past due balance as of the date of change to COD status on each of the next 8 deliveries. Failure to accept and pay for any delivery once placed on COD status as provided herein shall be deemed a breach of Customer's obligations under this Agreement and shall be sufficient cause for Paris to terminate the Agreement and bring an action for damages. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount even if Customer's closes its business operations, Customer shall be in breach of this contract. Customer acknowledges that the actual damages due Paris in the event of a breach by Customer would be difficult to calculate. Therefore, in the event that Customer breaches this agreement, Customer agrees that in lieu of actual damages, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 12 months prior to default multiplied by the remaining weeks of the initial or renewed term of the Agreement, and shall purchase all Inventory of Paris specifically dedicated to the Agreement at the actual or specified replacement cost for the items.
6. All items shall remain the property of Paris, and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen or destroyed, Customer shall pay Paris an appropriate replacement surcharge or shall compensate Paris a per item loss or damage charge at the following rates: Shirts-\$18.00; Pants-\$22.00; Jackets \$34.00; Coveralls-\$35.00; \_\_\_\_\_-\$\_\_\_\_\_; \_\_\_\_\_-\$\_\_\_\_\_; \_\_\_\_\_-\$\_\_\_\_\_. These figures shall be the replacement costs for these specified items.

Customer certifies that it is in no way infringing upon any existing contract between Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall only be filed in either District Court 46-3-01 or the Court of Common Pleas of Clearfield County, Pennsylvania. Customer specifically submits to this jurisdiction and waives any objection to these Courts on the basis of jurisdiction, venue or forum non-conveniencie. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement including a proportionate share of Paris' in house legal fees.

Doug Conrad Street Mgr. 5/10/04  
Customer Name / Title (please print)  
Doug 5/10/04  
Authorized Customer Signature  
Date

John May 5/10/04  
Date  
Authorized Paris Representative  
John May 5/10/04  
Paris Uniform Vice President  
Date

BILL OF SALE

BACKGROUND. Gary and Chylene Wright through Wright's Foods (collectively "Wright's" or "Seller") operate the business of a supermarket located in New Bloomfield, Perry County, Pennsylvania ("Supermarket"). Karns Prime & Fancy Foods, Ltd. ("Buyer") wishes to purchase all of Seller's machinery, equipment and store fixtures ("Collateral"), located on the premises of the Supermarket.

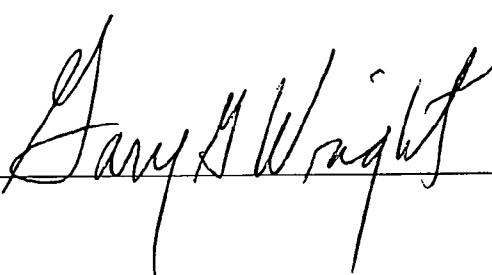
KNOW ALL MEN BY THESE PRESENTS, that in consideration of eighty-five thousand dollars (\$85,000.00), payable at settlement, Seller hereby sells, assigns and transfers to buyer, all of the items in the store on April 12<sup>th</sup> hereto ("Assets"), the same being all or some of the aforementioned Collateral; all assets being sold on an "as is, where is" basis in working condition, with the no further warranties of any kind, Buyer having had inspected the Assets prior to delivery and acceptance of this Bill of Sale;

TO HAVE and to hold the Assets, to the sole and exclusive use and behalf of Buyer and its successors and assigns, forever;

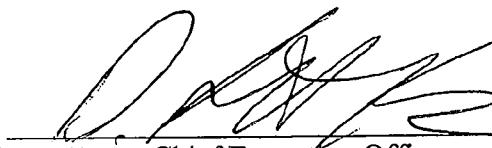
IN WITNESS WHEREOF, Gary Wright has executed and delivered this Bill of Sale, and Buyer has accepted the same on terms stated, this 20 day of April, 2005.

Inventory to be purchased at levels on Schedule 1.  
Settlement date of May 31, 2005.

GARY WRIGHT

By: 

KARNS PRIME & FANCY FOOD, LTD.

By: 

D. Scott Karns, Chief Executive Officer

SCHEDULE 1.1(a)Store Inventory Valuation Procedure

An inventory of the inventory in the Store shall be taken by an inventory service company acceptable to Seller and Purchaser (the "Inventory Service"). Each inventory shall be taken in the presence of one or more representatives of Purchaser and one or more representatives of Seller in accordance with procedures customary in the industry and mutually agreed upon by the parties and shall be signed by at least one representative of each party immediately upon completion. The purchase price of the inventory shall be determined as follows:

DEPARTMENT	PRICE
1. <u>Inventory</u>	
(a) <u>Grocery</u>	Retail less <u>21</u> %
(b) <u>Cigarettes-Carton</u> STATE MIN. SRP	Retail less <u>10</u> %
(c) <u>Cigarettes-Pack</u> " " " "	Retail less <u>10</u> %
(d) <u>Dairy</u>	Retail less <u>25</u> %
(e) <u>Frozen</u>	Retail less <u>30</u> %
(f) <u>Meats in the Counter</u>	Retail less <u>40</u> %
(g) <u>Meats in the Cooler</u> CRY-O-VAC	<u>MARKET</u>
(h) <u>Seafood</u> MEAT DEPT.	RETAIL LESS <u>40</u> %
(i) <u>Beer</u>	NA Retail less <u>  </u> %
(j) <u>Wine &amp; Spirits</u>	NA Retail less <u>  </u> %
(k) <u>Produce in the Counter</u>	RETAIL LESS <u>45</u> %
(l) <u>Produce in the Coolers</u>	<u>MARKET</u>
(m) <u>Bakery</u>	Retail less <u>  </u> %
(n) <u>Deli</u>	Retail less <u>50</u> %
(o) <u>Consumable Supplies</u> (i.e., bags, etc.) FULL CASES ONLY	<u>COST</u>
(p) <u>GM Products</u>	Retail less <u>40</u> %
(q) <u>Greeting Cards</u>	Retail less <u>50</u> %
(r) <u>HBC Products</u>	Retail less <u>30</u> %

The term "cost" shall mean the invoice price (including applicable transportation charges) of items, less cash discounts, "deals", and allowances available to Seller, and the term "retail" shall mean the retail price of the applicable item on the date of the inventory.

MAP 22  
WATERFALLS  
AND  
VALLEY

MAP 22  
WATERFALLS  
AND  
VALLEY

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - CD
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**ANSWER, NEW MATTER AND  
COUNTERCLAIM**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

FILED  
02-53314  
MAR 27 2006 Atty Ryan  
S

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - CD
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter 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 New Matter or for any other claim or relief requested by the Defendant. You may lose money or property or other rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
	:	
vs.	:	NO. 05 - 1916 - CD
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Counterclaim 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 Counterclaim or for any other claim or relief requested by the Defendant. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - CD
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

## **ANSWER AND NEW MATTER**

NOW COMES, Karns Prime & Fancy Food, LTD, and by its Attorneys, Belin & Kubista, makes its Answer and New Matter to the Complaint of Plaintiff and avers as follows:

1. Admitted.
2. Denied. The correct designation of the Defendant is Karns Prime & Fancy Food, LTD, a corporation having its principal place of business at 675 Silver Spring Road, Mechanicsburg, Pennsylvania, 17050. It is further denied, as set forth in the caption of this action, that "Karns Food Market" was formerly "Wright's Food Market, Inc." (hereinafter "Wright"). Wright is believed to be a Pennsylvania corporation, which continues to have active status and which has an address registered with the Corporation Bureau of the Commonwealth of Pennsylvania at RD 1, Box 59, Newport, Pennsylvania, 17074.
3. Admitted in part and denied in part. Admitted insofar as it appears that the Plaintiff and Wright's Food Market, Inc. ("Wright") entered into a contract as alleged, although Defendant was not a party to said contract and was not privy to the negotiation and execution of same. Any inference that Defendant is in

any way a party to or bound by the terms of the said contract is denied for the reasons set forth herein.

4. Admitted in part and denied in part. Admitted insofar as it appears that the Plaintiff and Wright's Food Market, Inc. ("Wright") entered into a contract as alleged, although Defendant was not a party to said contract and was not privy to the negotiation and execution of same. Any inference that Defendant is in any way a party to or bound by the terms of the said contract is denied for the reasons set forth herein.
5. Denied for the reasons set forth in Defendant's New Matter.
6. Defendant is without knowledge as to whether Plaintiff was notified by Wright of any transaction between Defendant and Wright, therefore said averment is denied and proof thereof is demanded. By way of further response, the averments of Paragraph 6 are denied for the reasons set forth in Defendant's New Matter.
7. The averments of Paragraph 7 as to the status of Defendant as a "successor in interest" to Wright represent a conclusion of law to which no responsive pleading is required. The averments of Paragraph 7 alleging that Defendant "became a party" to the contract between Plaintiff and Wright is likewise a conclusion of law to which no responsive pleading is required.
8. Defendant is without knowledge as to whether Plaintiff performed its obligations under the contract between Plaintiff and Wright, and therefore denies the averments of Paragraph 8 and demands proof thereof.

9. Defendant is without knowledge as to whether Plaintiff was prepared to perform its obligations under the contract between Plaintiff and Wright, and therefore denies the averments of Paragraph 9 and demands strict proof at the time of trial. By way of further response, Defendant believes and therefore avers that it is irrelevant whether Plaintiff was prepared to perform in that there was no contractual relationship between the Plaintiff and the Defendant.
10. Denied in that Defendant was not a party to the contract between Plaintiff and Wright and therefore cannot be said to have breached that contract.
11. Denied in that Defendant was not a party to the contract between Plaintiff and Wright and therefore is not obligated to pay any damages to Plaintiff.
12. Denied in that Defendant was not a party to the contract between Plaintiff and Wright and therefore cannot be said to have breached that contract.
13. Defendant is without knowledge as to what amounts, if any, Plaintiff may have expended for counsel fees. Therefore, the averments of Paragraph 13 are denied and strict proof thereof is demanded at the time of trial. By way of further response, Defendant denies that it is a party to any contract between Plaintiff and Wright and therefore cannot be liable to Plaintiff for any damages, including counsel fees.

WHEREFORE, Defendant requests that the Plaintiff's Complaint be dismissed, with prejudice, and that judgment be entered in favor of the Defendant.

**NEW MATTER**

NOW COMES, Karns Prime & Fancy Food, LTD, Defendant above named, and by its Attorneys, Belin & Kubista, files its New Matter and avers as follows:

14. On or about April 20, 2005, Karns Prime & Fancy Food, LTD ("Karns") entered into a written Agreement entitled " Bill of Sale" with Gary and Chylene Wright ("Wright") whereby Karns agreed to purchase the machinery, equipment and store fixtures, as well as the inventory, of a supermarket situated in New Bloomfield, Perry County, Pennsylvania. A true and correct copy of the said Agreement together with the schedule of inventory is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.
15. At no time did Karns expressly or impliedly assume any debts, liabilities or contractual obligations of Wright, including but not limited to any obligation to purchase goods or services from the Plaintiff.
16. At no time did Karns merge or consolidate with Wright, and it is believed and therefore averred that Wright remains an active Pennsylvania corporation as set forth herein above.
17. Karns is not a continuation of Wright, having only purchased the equipment and inventory of the store in question.
18. The transaction between Karns and Wright was made for fair and adequate consideration and was not entered into to defraud creditors of Wright or to allow Wright to escape liability to any such creditors.
19. Plaintiff knew, or in the exercise of reasonable diligence should have known, that it had no contract with Karns and that its contract was solely with Wright.
20. Any deliveries made by Plaintiff to Karns were made by Plaintiff with the knowledge that it had no contract with Karns and therefore any relationship between the Plaintiff and Karns was an "at will" relationship which could be

terminated by either party at any time. Further, it is believed and therefore averred that Wright, and not Karns, paid Plaintiff for the deliveries made on June 1 and June 8, 2005.

21. Plaintiff through its agents advised the delivery personnel of Plaintiff that Karns was operating the store formerly operated by Wright and that Plaintiff could provide pricing information if it wished to establish a business relationship with Defendant.
22. Any acceptance of goods or services by Karns from Plaintiff was not legally sufficient to establish a contractual relationship above and beyond an "at will" relationship and clearly did not obligate Karns to the terms on any contract between Plaintiff and Wright.
23. Further, it was Plaintiff who elected to cease delivery of goods to Karns, thus terminating the "at will" relationship. On June 15, 2005, Plaintiff's delivery personnel asked Defendant's agents whether Defendant was going to continue to purchasing from Plaintiff and were told that no decision had been reached in that regard. Plaintiff's personnel then removed their items from the store and did not return.
24. By letter dated July 20, 2005, Plaintiff's counsel wrote to Defendant demanding payment from Defendant under the contract, which Plaintiff had with Wright. A true and correct copy of the said letter is attached hereto, marked Exhibit "B" and is incorporated herein by reference as if set forth at length.
25. By letter dated July 25, 2005, Bruce W. Rudderow, Vice-President of Defendant, replied that Defendant was under no contractual obligation to

Plaintiff. A true and correct copy of the said letter is attached hereto, marked Exhibit "C" and is incorporated herein by reference as if set forth at length.

26. Subsequently, Plaintiff filed an action in District Court No. 46-3-01 seeking damages from Defendant for breach of the contract between Plaintiff and Wright. Defendant notified the District Court that it intended to defend and through its Vice-President Bruce W. Rudderow, did appear on the date and time set for hearing before the District Court.
27. Plaintiff failed to appear before the District Court, which resulted in the entry of judgment in favor of Defendant. Defendant then took an appeal to this Court and filed the instant Complaint.

WHEREFORE, Defendant requests that judgment be entered in its favor and against Plaintiff.

**COUNTERCLAIM**

NOW COMES, Karns Prime & Fancy Food, LTD, and by its Attorneys, Belin & Kubista, files its Counterclaim and avers as follows:

28. Paragraphs 1 through and including Paragraph 27 of Defendant's Answer and New Matter are incorporated herein by reference as if set forth at length.
29. The actions of the Plaintiff as set forth herein above are arbitrary, capricious and in bad faith.
30. As the result of the actions of Plaintiff in seeking to recover from Defendant based upon a contract between Plaintiff and Wright, the Defendant has incurred counsel fees and costs in an amount as yet undetermined, and will continue to incur such fees and costs until the matter is resolved.

WHEREFORE, Defendant requests that judgment be entered in its favor and against Plaintiff, and that Defendant be awarded counsel fees and costs expended in the defense of this action, both at the District Court level and before this Court.

BELIN & KUBISTA



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John R. Ryan  
Attorney for Defendant

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.

KARNS FOOD MARKET

  
Bruce Rudderow  
EVP Store Operations

## BILL OF SALE

**BACKGROUND.** Gary and Chylene Wright through Wright's Foods (collectively "Wright's" or "Seller") operate the business of a supermarket located in New Bloomfield, Perry County, Pennsylvania ("Supermarket"). Karns Prime & Fancy Foods, Ltd. ("Buyer") wishes to purchase all of Seller's machinery, equipment and store fixtures ("Collateral"), located on the premises of the Supermarket.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of eighty-five thousand dollars (\$85,000.00), payable at settlement, Seller hereby sells, assigns and transfers to buyer, all of the items in the store on April 12<sup>th</sup> hereto ("Assets"), the same being all or some of the aforementioned Collateral; all assets being sold on an "as is, where is" basis in working condition, with the no further warranties of any kind, Buyer having had inspected the Assets prior to delivery and acceptance of this Bill of Sale;

TO HAVE and to hold the Assets, to the sole and exclusive use and behalf of Buyer and its successors and assigns, forever;

IN WITNESS WHEREOF, Gary Wright has executed and delivered this Bill of Sale, and Buyer has accepted the same on terms stated, this 20 day of April, 2005.

Inventory to be purchased at levels on Schedule 1.

Settlement date of May 31, 2005.

GARY WRIGHT

By: Gary Wright

By: D. Scott Karns

D. Scott Karns, Chief Executive Officer

**SCHEDULE 1.1(a)**

**Store Inventory Valuation Procedure**

An Inventory of the Inventory in the Store shall be taken by an inventory service company acceptable to Seller and Purchaser (the "Inventory Service"). Each Inventory shall be taken in the presence of one or more representatives of Purchaser and one or more representatives of Seller in accordance with procedures customary in the industry and mutually agreed upon by the parties and shall be signed by at least one representative of each party immediately upon completion. The purchase price of the Inventory shall be determined as follows:

DEPARTMENT	PRICE
I. Inventory	
(a) Grocery	Retail less <u>21%</u>
(b) Cigarettes-Carton STATE MIN. SRP	Retail less <u>10%</u>
(c) Cigarettes-Pack .. .. ..	Retail less <u>10%</u>
(d) Dairy	Retail less <u>25%</u>
(e) Frozen	Retail less <u>30%</u>
(f) Meats in the Counter	Retail less <u>10%</u>
(g) Meats in the Cooler ERV-O-VAC	MARKET
(h) Seafood MEAT DEPT.	RETAIL LESS <u>40%</u>
(i) Beer	N/A Retail less <u>  %</u>
(j) Wine & Spirits	N/A Retail less <u>  %</u>
(k) Produce in the Counter	RETAIL LESS <u>45%</u>
(l) Produce in the Coolers	MARKET
(m) Bakery	Retail less <u>  %</u>
(n) Deli	Retail less <u>50%</u>
(o) Consumable Supplies (i.e., bags, etc.) FULL CARRIER ONLY	COST
(p) GM Products	Retail less <u>40%</u>
(q) Gravling Cards	Retail less <u>50%</u>
(r) HBO Products	Retail less <u>30%</u>

The term "cost" shall mean the invoice price (including applicable transportation charges) of items, less cash discounts, "deals", and allowances available to Seller, and the term "retail" shall mean the retail price of the applicable item on the date of the inventory.



July 20, 2005

Karns Food Market  
Wright's Food Market, Inc.  
Cold Storage Road  
New Bloomfield, PA 17068

Re: Past Due Account

Dear Sirs:

Please be advised that I am corporate counsel for Paris Cleaner's Inc., t/d/b/a Paris Uniform Rental & Supply. One of my responsibilities is to assure that the contracts entered between Paris and our customers are enforced.

Previously, we had entered into a contract with Wright's Food Market, Inc. whereby we were providing you certain textile rental services. This contract was dated May 10, 2004 and was to have been in effect until May 18, 2009. Although this store may have been sold, the contract was automatically assigned to any successors & assigns. It is up to you to address this issue with Gary D. Wright & Chylene Wright. Regrettably, although you did not execute the contract, you are bound to its terms. Thus, when you unilaterally ended our business relationship prematurely, you breached the terms of the contract.

Presently you have an unpaid AR balance of \$ 318.87. In addition to this AR balance, your unjustified breach of your contract has now subjected you to damages for breach of contract. We have calculated these damages to be in the amount of \$ 11,472.00. You thus owe Paris a total of \$11,790.87.

Please be advised that unless this amount is paid or appropriate arrangements made on or before August 5, 2005, I will have no choice but to file appropriate legal action against you. If this action is filed, your monetary exposure will increase by the amount of Paris' attorney fees and court costs, which you specifically agreed to pay under the terms of your contract. This is in addition to any funds you may have to pay your attorney to defend any actions filed by Paris as well as the soft costs in loss of man-hours inevitably associated with litigation.

Paris entered into the contract with the full expectation that it would fulfill their end of the bargain. Paris also expects that its customers, current, former or inherited, do the same. Should you not remit this balance in full, by August 5, 2005, I can assure you that Paris is ready, willing and able to actively seek to collect the amounts you owe.

Sincerely,

*Christopher J. Shaw*  
Christopher J. Shaw, Esquire  
Corporate Counsel

## PARIS COMPANIES

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

EXHIBIT "B"



July 25, 2005

Paris Companies  
67 Hoover Ave  
DuBois, PA 15801-1043  
Attn Christopher J Shaw

Dear Mr. Shaw,

**Corporate Office**  
675 Silver Spring Rd  
Mechanicsburg, Pa 17050  
(717) 766-6477  
Fax (717) 795-8946

**Store No. 1**  
99 Lewisberry Rd.  
New Cumberland, PA 17070  
(717) 774-2530

**Store No. 2**  
6001 Allentown Blvd.  
Harrisburg, PA 17112  
(717) 545-4731

**Store No. 3**  
4870 Carlisle Pike  
Hampden Center  
Mechanicsburg, PA 17050  
(717) 901-6967

**Store No. 4**  
1200 Market St.  
West Shore Plaza  
Lemoyne, PA 17043  
(717) 763-0165

**Store No. 6**  
413 Forge Rd.  
Boiling Springs Plaza  
Boiling Springs, PA 17007  
(717) 258-1458  
(717) 766-3154

**Store No. 7**  
35 Centre Drive.  
New Bloomfield, PA 17068  
(717) 582-4028

I am in possession of your letter dated July 20, 2005 to Karns Food Markets and Wright's Food Market, Inc. Please be advised that Karns Food does not have a contract with Paris Companies. In addition, Karns Food is not in possession of any outstanding invoices for services contracted and performed by Paris Companies for Karns Food.

I am demanding that strict proof of a contract between Paris Companies and Karns Food signed by a designated corporate officer be forwarded to my attention within 10 days of receipt of this letter. In addition to the copy of the contract, I will require a copy of any outstanding invoice with proof of delivery and description of services provided.

Please forward this documentation to my attention at:  
Karns Food Corporate Office  
675 Silver Spring Rd  
Mechanicsburg, PA 17050

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce W. Rudderow".

Bruce W Rudderow  
VP

**FILED**

**MAR 27 2006**

William A. Shaw  
Prothonotary Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
:	:	
vs.	:	NO. 05 - 1916 - C.D.
:	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant, KARNS PRIME & FANCY  
FOOD, LTD.

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

FILED <sup>NO</sup> cc  
03/15/06  
MAR 28 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
	:	
vs.	:	NO. 05 – 1916 – C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have served certified copies of Answer, New Matter and Counterclaim and Third-Party Complaint filed on behalf of Defendant in the above captioned matter on the following party by postage prepaid first-class United States mail, on the 28<sup>th</sup> day of March, 2006:

Christopher J. Shaw, Esquire  
Paris Companies  
67 Hoover Avenue  
P.O. Box 1043  
Du Bois, PA 15801  
Attorney for Plaintiff

BELIN & KUBISTA



John R. Ryan  
Attorney for Defendant

குடும்பத்தின் பேரிலே குடும்பத்தின் பேரிலே

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

PARIS CLEANERS, INC., t/b/d/a  
PARIS UNIFORM RENTAL,  
Plaintiff,  
vs.  
No. 05-1916 - C.D.  
KARNS FOOD MARKETS, formerly  
WRIGHT'S FOOD MARKET, INC.,  
Defendant,  
vs.  
WRIGHT'S FOOD MARKET, INC.,  
Third Party Defendant.

**DEFENDANT'S ANSWER TO THIRD-PARTY COMPLAINT  
AND NEW MATTER**

AND NOW, comes Third-Party Defendant Wright's Food Market, Inc., by and through their attorneys Keefer Wood Allen & Rahal, LLP, and files the within Answer to Third-Party Complaint in the above matter, averring as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

FILED <sup>no cc</sup>  
MAY 12 2005  
APR 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

5. Denied. Third-Party Defendant Wright denies that a cause of action exists on behalf of Paris for breach of a Uniform Service Agreement dated May 10, 2004 against Wright.

6. Denied. Third-Party Defendant Wright denies any liability for any alleged damages claimed sustained by Plaintiff Paris.

**NEW MATTER**

7. Defendant incorporates here by reference the foregoing Paragraphs 1 through 6 of its Answer to the Third-Party Complaint as if fully restated.

8. The complaint failed to state any legally sufficient claim for relief.

9. In 2004, employees of Wright's Food Market, Inc. were specifically instructed not to sign any contracts for linen supplies.

10. On or about May 10, 2004, Doug Conrad, then store manager of Wright's Food Market, Inc. advised a sales representative from Paris Uniform Rental and Supply Company that he had no authority to sign any contract on behalf of Wright's Food Market, Inc.

11. Conrad was assured by the representative from Paris that the document Conrad was being asked to sign was not a contract but rather was a receipt for linens that were being delivered. Only after this exchange and at the urging of the Paris representative to sign the paper, Conrad signed what he believed to be a receipt.

12. Conrad's signature was obtained by the Paris representative through fraud inducements.

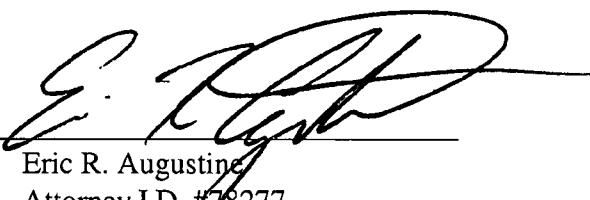
13. At no time did a valid contract between Wright's Food Market, Inc. and Paris Uniform Rental and Supply Company exist.

WHEREFORE, third-party defendant Wright's Food Market, Inc., respectfully requests that the Court dismiss each and every claim and prayer against Wright's Food Market, Inc., enter

judgment in third-party defendant's favor against all other parties, and award third-party defendant its costs of suit and such other and further relief as the Court deems fair and just.

Respectfully submitted,

KEEFER WOOD ALLEN & RAHAL, LLP

By 

Eric R. Augustine  
Attorney I.D. #78277  
415 Fallowfield Road, Suite 301  
Camp Hill, PA 17011  
(717) 612-5803  
(717) 612-5805 (fax)

Attorneys for Third-Party Defendant

Dated: April 12, 2006

VERIFICATION

The undersigned, **GARY G. WRIGHT**, hereby notifies and states that:

1. He was president of Wright's Food Market, Inc., Defendant herein;
2. The facts set forth in the foregoing Answer to Complaint with New Matter are true and correct to the best of his knowledge, information, and belief; and
3. He is aware that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: 4-12-06

Gary G. Wright  
GARY G. WRIGHT

**CERTIFICATE OF SERVICE**

I, Eric R. Augustine, Esquire, hereby certify that I have served the foregoing Answer to Third-Party Complaint this date by depositing a true and correct copy of the same in the United States mail, first-class postage prepaid, addressed as follows:

John R. Ryan, Esquire  
Berlin & Kubista  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830

Christopher J. Shaw  
Corporate Counsel  
Paris Companies  
67 Hoover Avenue  
P.O. Box 1043  
DuBois, PA 15801

By

Eric R. Augustine

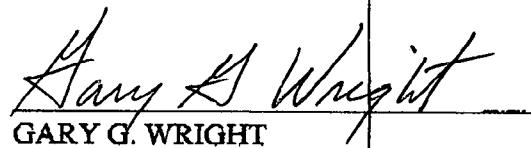
Dated: April 12, 2006

05-1916-C

VERIFICATION

The undersigned, **GARY G. WRIGHT**, hereby notifies and states that:

1. He was president of Wright's Food Market, Inc., Defendant herein;
2. The facts set forth in the foregoing Answer to Complaint with New Matter are true and correct to the best of his knowledge, information, and belief; and
3. He is aware that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: 4-12-06  
GARY G. WRIGHT

FILED

APR 17 2006

W/12:55

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN - to ATR

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
:	:	
vs.	:	NO. 05 – 1916 – C.D.
:	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
:	:	
vs.	:	
:	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**REPLY TO NEW MATTER**

Filed on behalf of:  
Defendant, Karns Food Market

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

**FILED**  
04/26/2006 3:53 PM  
APR 26 2006  
Amy Ryan  
William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
:	:	
vs.	:	NO. 05 – 1916 – C.D.
:	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
:	:	
vs.	:	
:	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**REPLY TO NEW MATTER**

NOW COMES, Defendant KARNS FOOD MARKET and by its Attorneys, Belin & Kubista, makes its Reply to New Matter of Third Party Defendant, WRIGHT'S FOOD MARKET, INC., as follows:

7. Paragraphs 1 through 6 of the Third Party Complaint are incorporated herein by reference as if set forth at length.
8. Denied for the reasons set forth in the Third Party Complaint.
9. After reasonable investigation, Third Party Plaintiff is without knowledge as to the averments set forth herein. Therefore, the same are denied and strict proof demanded at the time of trial.
10. After reasonable investigation, Third Party Plaintiff is without knowledge as to the averments set forth herein. Therefore, the same are denied and strict proof demanded at the time of trial.

11. After reasonable investigation, Third Party Plaintiff is without knowledge as to the averments set forth herein. Therefore, the same are denied and strict proof demanded at the time of trial.

12. After reasonable investigation, Third Party Plaintiff is without knowledge as to the averments set forth herein. Therefore, the same are denied and strict proof demanded at the time of trial.

13. After reasonable investigation, Third Party Plaintiff is without knowledge as to the averments set forth herein. Therefore, the same are denied and strict proof demanded at the time of trial.

BELIN & KUBISTA



---

John R. Ryan  
Attorney for Defendant Karns Prime  
& Fancy Food, Ltd.

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.

KARNS FOOD MARKET



Bruce Rudderow  
EVP Store Operations

**FILED**  
**APR 26 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - C.D.
:		
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
vs.	:	
:		
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant, KARNS FOOD MARKET

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

FILED  
04/27/2006  
APR 27 2006  
L.M.

William A. Shaw  
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC., t/d/b/a	:	
PARIS UNIFORM RENTAL,	:	
Plaintiff	:	
vs.	:	NO. 05 - 1916 - C.D.
	:	
KARNS FOOD MARKET, formerly	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Defendant	:	
vs.	:	
	:	
WRIGHT'S FOOD MARKET, INC.,	:	
Third Party Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of Reply to New Matter of Third Party Defendant filed on behalf of Defendant KARNS FOOD MARKET in the above captioned matter, on the following parties by postage prepaid first-class United States mail, on the 27th day of April, 2006:

Christopher J. Shaw, Esquire  
Paris Companies  
67 Hoover Avenue  
P.O. Box 1043  
Du Bois, PA 15801  
Attorney for Plaintiff

Eric R. Augustine, Esquire  
Keefer Wood Allen & Rahal, LLP  
415 Fallowfield Road, Suite 301  
Camp Hill, PA 17011-4906  
Attorney for Third Party Defendant

BELIN & KUBISTA

  
John R. Ryan  
Attorney for Defendant  
Karns Food Market

**FILED**

**APR 27 2006**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101383  
NO: 05-1916-CD  
SERVICE # 1 OF 1  
THIRD-PARTY COMPLAINT

PLAINTIFF: PARIS CLEANERS, INC. t/d/b/a PARIS UNIFORM RENTAL  
vs.  
DEFENDANT: KARNS FOOD MARKETS formerly WRIGHT'S FOOD MARKET INC.  
-vs- WRIGHT'S FOOD MARKET, INC.

SHERIFF RETURN

---

NOW, March 28, 2006, SHERIFF OF PERRY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN THIRD-PARTY COMPLAINT ON WRIGHT'S FOOD MARKET, INC..

NOW, March 30, 2006 AT 10:47 AM SERVED THE WITHIN THIRD-PARTY COMPLAINT ON WRIGHT'S FOOD MARKET, INC., DEFENDANT. THE RETURN OF PERRY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED  
03:35 LM  
APR 28 2006 *lm*

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101383  
NO: 05-1916-CD  
SERVICES 1  
THIRD-PARTY COMPLAINT

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

vs.

DEFENDANT: KARNS FOOD MARKETS formerly WRIGHT'S FOOD MARKET INC.  
-vs- WRIGHT'S FOOD MARKET, INC.

**SHERIFF RETURN**

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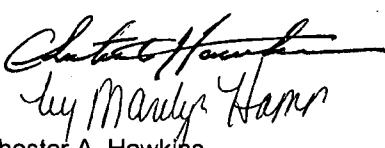
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELIN	20451	10.00
SHERIFF HAWKINS	BELIN	20451	30.00
PERRY CO.	BELIN	20455	31.90

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

Paris Cleaners, Inc.  
t/d/b/a Paruis Uniform Rental

IN THE COURT OF COMMON PLEAS OF  
THE 41st JUDICIAL DISTRICT OF PENNSYLVANIA,  
PERRY COUNTY BRANCH

**Versus**

>

Wrights Food Market

No. 2005-1916 Clearfield Co.

**SHERIFF'S RETURN**

And now March 30, 2006: Served the within name Wrights Food Market Inc.  
the defendant(s) named herein, personally at his place of residence in Buffalo Twp-RR1 Box  
59 Newport, PA

Perry County, PA, on March 30, 2006 at 10:47 o'clock AM  
by handing to Chylene Wright, Gary Wrights Wife 1 true and attested  
copy(ies) of the within Complaint  
and made known to her the contents thereof

Sworn and subscribed to before me this 30th  
day of March, 2006

Margaret F. Flickinger  
Deputy Sheriff Prothonotary

So answers  
Donald E. Smith  
Donald E. Smith  
Deputy Sheriff of Perry County

NOTARIAL SEAL  
MARGARET F. FLICKINGER, NOTARY PUBLIC  
BLOOMFIELD BORO, PERRY COUNTY  
MY COMMISSION EXPIRES FEB. 16, 2008



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1593  
FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

PAGE 101383

TERM & NO. 05-1916-CD

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

THIRD-PARTY COMPLAINT

vs.

KARNS FOOD MARKETS formerly WRIGHT'S FOOD MARKET INC.

-vs- WRIGHT'S FOOD MARKET, INC.

**SERVE BY: 04/26/06**

**MAKE REFUND PAYABLE TO BELIN & KUBISTA**

**SERVE:** WRIGHT'S FOOD MARKET, INC.

**ADDRESS:** RD#1 BOX 59, NEWPORT, PA 17074

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF PERRY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, March 26, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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

VS.

**KARNS FOOD MARKET formerly  
WRIGHT'S FOOD MARKET, INC.**  
Defendant

VS.

**WRIGHT'S FOOD MARKET, INC.,**  
Third Party Defendant

:  
: No. 05 - 1916 - CD  
:  
: **TYPE OF CASE: Civil Action**  
:  
: **TYPE OF PLEADING:**  
: Reply to New Matter &  
: Answer to Counterclaim  
:  
: **FILED ON BEHALF OF:**  
: Plaintiff  
:  
: **COUNSEL OF RECORD FOR**  
: **THIS PARTY:**  
:  
: **CHRISTOPHER J. SHAW**  
: Pa. Sup. Ct. I.D. #46836  
:  
: **Corporate Counsel**  
: Paris Companies  
: 67 Hoover Ave.  
: P.O. Box 1043  
: DuBois, PA 15801  
: (814) 375-9700 x 706

**FILED**  
3CC/ATTY C. Shaw  
08:30 AM  
MAY - 4 2006 (JM)

William A. Shaw  
Prothonotary

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

<b>PARIS CLEANERS, INC., t/d/b/a</b>	:
<b>PARIS UNIFORM RENTAL</b>	:
<b>Plaintiff</b>	:
 VS.	 :
	:
	:
<b>KARNS FOOD MARKETS formerly</b>	:
<b>WRIGHTS FOOD MARKET, INC.</b>	:
<b>Defendant</b>	:
 VS.	 :
	:
	:
<b>WRIGHT'S FOOD MARKET, INC.,</b>	:
<b>Third Party Defendant</b>	:

**REPLY TO ORIGINAL DEFENDANT'S NEW MATTER**

AND NOW, comes the Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following reply to the New Matter raised by the Original Defendant, KARNS FOOD MARKET formerly WRIGHT'S FOOD MARKET, INC.

14. Denied. Despite reasonable investigation, Plaintiff is unable to determine the accuracy of the averments raised in paragraph 14 of Original Defendant's New Matter. Therefore, to the extent relevant to this proceeding, the same are denied, and strict proof thereof is demanded at trial.
15. Denied. Despite reasonable investigation, Plaintiff is unable to determine the accuracy of the averments raised in paragraph 15 of Original Defendant's New Matter. Therefore, to the extent relevant to this proceeding, the same are denied, and strict proof thereof is demanded at trial. By way of further averment, whether

or not Karns expressly or impliedly assume any debts or liabilities of Wright is a conclusion of law and is the ultimate issue to be determined by the Court. Therefore the same is denied as this is a conclusion of law not an averment of fact.

16. Denied. Despite reasonable investigation, Plaintiff is unable to determine the accuracy of the averments raised in paragraph 16 of Original Defendant's New Matter. Therefore, to the extent relevant to this proceeding, the same are denied, and strict proof thereof is demanded at trial.
17. Denied. Whether or not Karns is a continuation of Wright is a conclusion of law and an ultimate issue to be determined by the Court. Therefore the same is denied as this is a conclusion of law not an averment of fact.
18. Denied. Despite reasonable investigation, Plaintiff is unable to form an opinion as to the accuracy of the allegations contained in paragraph 18 of the Defendant's New Matter. Therefore the same are denied and strict proof thereof is demanded at trial. By way of further allegation, whether or not the transaction between Karns & Wright was for fair and adequate consideration and whether or not there was intent to defraud creditors are legal conclusions, that to the extent relevant are denied.
19. Denied. To the contrary, Plaintiff knew that its written contract was with Wright. However, whether or not the obligations of Wright under the contract were passed on to Karns is the ultimate issue to be determined by the Court under all the facts of the case.
20. Denied. To the contrary, Plaintiff believes and therefore avers that when it made deliveries to Karns, Plaintiff reasonably believed that Karns had assumed the contractual obligations of Wright, whether expressly, impliedly or by operation of

law, and therefore the relationship between Plaintiff and Karns was one of contract not "at will". Despite reasonable investigation, Plaintiff is unable to form a conclusion as to the accuracy of the remaining allegations of paragraph 20 of Defendant's New Matter. The same are therefore denied and strict proof thereof is demanded at trial.

21. Denied. To the contrary, Plaintiff was never advised that it could provide pricing to Karns as Karns simply advised Plaintiff that its services were no longer needed and to remove its product and cease delivery.
22. Denied. Whether or not Karns' actions in accepting service under all the relevant facts was sufficient to bind Karns to the terms of the contract Plaintiff had with Wright is a conclusion of law and the ultimate issue to be determined by the Court. Therefore the same is denied as this is a conclusion of law not an averment of fact.
23. Denied. To the contrary, Plaintiff was advised to remove its products from Karns property and not to make further deliveries.
24. Admitted.
25. It is admitted that the letter attached as Exhibit "C" was sent to Plaintiff. It is denied, however that the representations made in the letter are legally correct, as this is the ultimate issue in this case.
26. Admitted. However, by way of further averment, prior to filing the complaint with the District Justice, Plaintiff's counsel did have a conversation with Mr. Rudderow wherein Plaintiff's counsel indicated that it could not provide a contract signed by Karns, as Plaintiff was maintaining that Karns was legally bound to the terms of the

written contract between Plaintiff and Wright. When an impasse was reached, Plaintiff filed the complaint with the District Justice.

27. Admitted. By way of further response, the failure of Plaintiff to attend the hearing was due to a scheduling oversight. Even if, however, intentional, this fact would be of no relevance, as effectively Defendant got exactly what it wanted at the District Justice level, that being a judgment in its favor.

**WHEREFORE**, Plaintiff demands judgment against Karns as alleged in its original complaint.

**ANSWER TO ORIGINAL DEFENDANT'S COUNTERCLAIM**

28. Paragraphs 1 through 13 of the Plaintiff's Complaint and paragraphs 14 through 27 of Plaintiff's Reply to Defendant's New Matter are incorporated herein by reference as if set forth at length herein, in response to the allegations of paragraph 28 of the Defendant's Counterclaim.
29. Denied. To the contrary, whether or not Defendant Karns is or could be bound by the terms of the contract between Plaintiff and Wright is ultimately a conclusion of law to be determined by the court. There exists, however, a cause of action that Plaintiff reasonably believes it can prove under the facts of this case by a preponderance of the evidence, and thus the actions of Plaintiff in bringing this action are not arbitrary, capricious or in bad faith. In fact if anyone is acting in an arbitrary or capricious manner or in bad faith it is Defendant Karns who is attempting to extort money from the Plaintiff in the counterclaim by attempting to get costs and attorneys fees it can get in no other legal manner when all Plaintiff is doing is exercising its right to have a neutral third party resolve an issue upon which

reasonable people could differ. In this regard, Defendant's entire counterclaim is arbitrary, impertinent and scandalous and should be stricken from the pleadings.

30. Admitted in part, denied in part. It is admitted that Defendant may incur counsel fees in defending this action in Court. It is denied however, that such a fact has any relevance, as Plaintiff's bringing this action was not arbitrary, capricious and in bad faith.

**WHEREFORE**, Plaintiff requests that this Honorable Court enter judgment in favor of the Plaintiff as alleged in its original complaint, and either strike Defendant's Counterclaim or in the alternative enter judgment in favor of the Plaintiff and against the Defendant on Defendant's Counterclaim.

**Plaintiff's Reply to Third Party Defendant's New Matter**

7. In response to the allegations of paragraph 7 of the Third Party Defendant's New Matter, which incorporates the allegations of paragraphs 1 through 6 of the Third Party Defendant's Answer to the Third Party Complaint, the Plaintiff incorporates by reference the allegations of paragraphs 1 through 13 of the original complaint as though set forth at length herein.
8. Denied. The allegations of paragraph 8 of the Third Party Defendant's New Matter are conclusions of law to which no response is necessary. Therefore the same are denied and strict proof thereof is demanded at trial.
9. Denied. Despite reasonable investigation, Plaintiff is unable to form any opinion as to the accuracy of the allegations in paragraph 8 of Third Party Defendant's new matter. Therefore the same are denied and strict proof thereof is demanded at trial.

10. Denied. To the contrary, Doug Conrad never told any representative of Paris that he had no authority to execute a contract on behalf of Wright's Food Market, Inc., and instead represented that as the store manager he had actual and apparent authority to sign the same.
11. Denied. To the contrary, the Paris representative made it clear that the document he signed was in fact a contract.
12. Denied. The allegations of paragraph 12 of the Third Party Defendant's New Matter are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial.
13. Denied. The allegations of paragraph 13 of the Third Party Defendant's New Matter are conclusions of law to which no responsive pleading is necessary. Therefore, the same are denied and strict proof thereof is demanded at trial.

**WHEREFORE**, Plaintiff respectfully requests that judgment be entered in its favor in the amount prayed for in the original complaint against original defendant Karns, regardless of whether or not Third Party Defendant Wright is order to indemnify Karns.

Respectfully submitted,



Christopher J. Shaw  
Attorney for Plaintiff

**VERIFICATION**

I, Jason G. McCoy, Secretary/Treasurer and CFO of Paris Uniform Rental, a division of Paris Cleaners Inc., state that I am a duly authorize agent of the Plaintiff of this Complaint. I have read the foregoing Replies to New Matter and Answer o the Defendant's Counterclaim and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

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

Dated: 5/8/08

  
\_\_\_\_\_  
Jason G. McCoy, CFO

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

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

PARIS UNIFORM RENTAL,

Plaintiff

: No. 05-1916-CD

vs.

KARNS FOOD MARKET, formerly

WRIGHT'S FOOD MARKET, INC.,

Defendant

vs.

WRIGHT'S FOOD MARKET, INC.,

Third Party Defendant

S (G)  
FILED  
0/10:30am/FR  
OCT 23 2018  
acc Atty Ryan  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

PETITION TO WITHDRAW  
AS COUNSEL

Filed on behalf of  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-at-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972  
(814) 765-9893

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

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

No. 05-1916-CD

vs.

KARNS FOOD MARKET, formerly  
WRIGHT'S FOOD MARKET, INC.,  
Defendant

vs.

WRIGHT'S FOOD MARKET, INC.,  
Third Party Defendant

PETITION TO WITHDRAW  
AS COUNSEL

NOW COMES, the Petitioner, John R. Ryan, Esquire, in his representation of the Defendant, KARNS FOOD MARKET, formerly WRIGHT'S FOOD MARKET, INC., in the above-captioned matter, and respectfully petitions the Court as follows:

1. That Petitioner is employed by Defendant, KARNS FOOD MARKET, formerly WRIGHT'S FOOD MARKET, INC., to represent them in a civil action in the above set forth case.
2. That Defendant has signed the attached Stipulation dated October 19, 2018 permitting Petitioner to withdraw as their counsel.
3. As of the filing of this Petition, Petitioner is unaware of any pending hearings or other legal matters which would result in prejudice to Defendant should the Court grant him leave to withdraw as counsel.

WHEREFORE, Petitioner requests Your Honorable Court to grant him leave to withdraw as counsel for Defendant.

KUBISTA & RYAN LLP



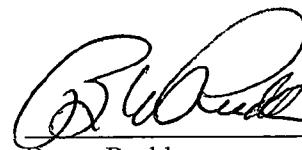
John R. Ryan

STIPULATION

NOW THIS 19<sup>th</sup> day of October, 2018, upon Stipulation of Karns Prime & Fancy Food, Ltd. by Bruce Rudderow, and their counsel, John R. Ryan, it is hereby agreed that John R. Ryan is permitted to withdraw as counsel for Karns Prime & Fancy Food, Ltd.



John R. Ryan



Bruce Rudderow  
Karns Prime & Fancy Food, Ltd.

I certify that this filing complies with the provision of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 10/22/18



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John R. Ryan

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

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

Plaintiff

: No. 05-1916-CD

vs.

KARNS FOOD MARKET, formerly  
WRIGHT'S FOOD MARKET, INC.,

Defendant

vs.

WRIGHT'S FOOD MARKET, INC.,

Third Party Defendant

PRAECIPE TO WITHDRAW  
APPEARANCE

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38739

KUBISTA & RYAN LLP  
202 South Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

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OCT 3 8 2018  
Zcc ATTY Ryan  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

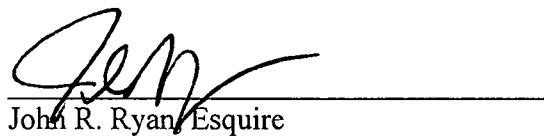
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PARIS CLEANERS, INC., t/d/b/a :  
PARIS UNIFORM RENTAL, :  
Plaintiff :  
vs. : No. 05-1916-CD  
KARNS FOOD MARKET, formerly :  
WRIGHT'S FOOD MARKET, INC., :  
Defendant :  
vs. :  
WRIGHT'S FOOD MARKET, INC., :  
Third Party Defendant :  
:

PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Pursuant to the Order dated October 24, 2018, please withdraw my appearance as counsel for KARNS FOOD MARKET, formerly WRIGHT'S FOOD MARKET, INC., Defendant, in the above-captioned action.



John R. Ryan, Esquire

I certify that this filing complies with the provision of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 10/29/18



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John R. Ryan

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

PARIS CLEANERS, INC., t/d/b/a :  
PARIS UNIFORM RENTAL, :  
Plaintiff :  
vs. : No. 05-1916-CD

KARNS FOOD MARKET, formerly :  
WRIGHT'S FOOD MARKET, INC., :  
Defendant :

vs. :  
WRIGHT'S FOOD MARKET, INC., :  
Third Party Defendant :

OP/MSA  
FILED  
1:47  
OCT 24 2018  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
4CC Atty Ryan

ORDER

AND NOW, this 24 day of October, 2018, upon Petitioner's Petition to Withdraw as Counsel, it is hereby ORDERED and DIRECTED that said Petition is granted and that Petitioner, JOHN R. RYAN, ESQUIRE, is permitted to withdraw his appearance of record for KARNS FOOD MARKET, formerly WRIGHT'S FOOD MARKET, INC., Defendant, in the above-captioned matter.

BY THE COURT:

Judge