

06-236-CD  
Paris Cleaners Inc al vs University

Paris uniform et al vs University Ford et al  
2006-236-CD

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

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

**PARIS UNIFORM RENTAL**

Plaintiff

VS.

**UNIVERSITY FORD, LINCOLN**

**MERCURY, INC., t/d/b/a JAY**

**KILHEENEY FORD,**

Defendant

: No. 06-**236** - 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

: 67 Hoover Avenue

: P.O. Box 1043

: DuBois, PA 15801

: (814) 375-9700 ext 706

**FILED** pd 85.00 Att'y  
02/14/06 Shaw  
FEB 14 2006 3CC Att'y Shaw  
WM

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. 06 - - CD  
UNIVERSITY FORD, LINCOLN :  
MERCURY, INC., t/d/b/a JAY :  
KILHEENEY FORD, :  
Defendant :  
:

## NOTICE TO DEFEND

You Have Been Sued In Court. If You Wish To Defend Against The  
Claims Set Forth In The Following Pages, **YOU MUST TAKE ACTION**  
**WITHIN TWENTY (20) DAYS AFTER 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>	:
Plaintiff	:
<b>VS.</b>	: No. 06 - - CD
<b>UNIVERSITY FORD, LINCOLN</b>	:
<b>MERCURY, INC., t/d/b/a JAY</b>	:
<b>KILHEENEY FORD,</b>	:
Defendant	:

**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, UNIVERSITY FORD, LINCOLN MERCURY, INC., t/d/b/a JAY KILHEENEY FORD 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, UNIVERSITY FORD, LINCOLN MERCURY, INC., is a Pennsylvania business corporation having a registered business address of 910 Bellefonte Avenue, Lock Haven, Pennsylvania, 17745.

3. On or about April 23, 2001, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract whereby Plaintiff would provide textile rental services to UNIVERSITY FORD, LINCOLN MERCURY, INC., t/d/b/a JAY KILHEENEY FORD for a period of 156 consecutive weeks of service. The service was to begin on or about May 15, 2001 and was to run through May 14, 2004. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. Subsequent to the execution of the contract dated April 23, 2001, Plaintiff has provided the Defendant's textile rental needs pursuant to the terms of the contract; however, by letter dated June 11, 2002, Defendant notified Plaintiff that it was to discontinue providing textile rental services to Defendant. A copy of this letter dated June 11, 2001, is attached hereto as exhibit "B".

5. By discontinuing the service prior to the expiration of the term, Defendant has breached the terms of the contract dated April 23, 2001.

6. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Direct Embroidery & Rental Agreement dated April 23, 2001.

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

8. Defendant has unilaterally and without just cause breached the terms of the Direct Embroidery & Rental Agreement dated April 23, 2001, by discontinuing using and paying for the textile rental services under the terms of the agreement.

9. 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 \$89.08 for the remaining 148 weeks of the contract or \$6,591.92.

10. In addition to the liquidated damage provisions provided for in the contract, Defendant agreed to purchase all inventory of Paris dedicated to the Agreement at certain specified rates. Plaintiff had a total of 490 shirts dedicated to this account and at a specified rate of \$18.00 per shirt, Defendant would owe Plaintiff the sum of \$8,820.00 for the inventory.

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

12. 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 an yet undeterminable amount.

WHEREFORE, Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, UNIVERSITY FORD, LINCOLN MERCURY, INC., in an amount of **\$15,661.92** together with interest in an amount of 1.5% per month from July 29, 2002 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: 2/14/06

12.77  
Jason G. McCoy

*In Force*

**DIRECT EMBROIDERY & RENTAL AGREEMENT**

**PARIS UNIFORM**

P.O. Box 1043, DuBois, PA 15801  
(814) 375-9700 or (800) 832-2306  
[www.parisco.com](http://www.parisco.com)

Customer: JAY KILHEENEY FORD

Billing Address: 1910 Belkonte Ave, Lock Haven PA 17745  
Phone: 748-6783 Contact Name: JAY KILHEENEY FORD  
Contract # 3062410 Start Date: 156 4-23-01

This agreement is made the 23 day of April, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and JAY KILHEENEY FORD (hereinafter called "Customer")

156 4-23-01

**Term:** This agreement is effective as of the date of execution and service shall continue for 260 consecutive weeks from the date of installation. The agreement shall automatically renew for additional terms of 260 weeks unless Paris is notified in writing via certified mail, return receipt requested of Customer's intent to the contrary. Said writing to be received by Paris no more than 90 days and no less than 60 days in advance of the expiration of the then current term. Upon each 52 week anniversary date of this agreement, Paris will automatically increase the prices then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months said COLA increase not to exceed 6.0%.

**Exclusive Rental:** Customer agrees to rent from Paris certain Rental Garments with direct embroidery unique to Customer and to pay for all of the Customer's garment rental requirements during the term of this agreement, at the prices and upon the conditions, as outlined below:

<u>13</u> employees to be furnished	<u>5</u> changes of <u>EMBROIDERED SHIRT</u> per week	@ \$ <u>3.50</u> per person per week
<u>13</u> employees to be furnished	<u>5</u> changes of <u>SEASONAL END</u> per week	@ \$ <u>1.75</u> per person per week
employees to be furnished	changes of _____ per week	@ \$ _____ per person per week
employees to be furnished	changes of _____ per week	@ \$ _____ per person per week

Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal turnover of employees. Customer shall notify Paris immediately upon an Employee leaving the employment of Customer and shall assure that person's Paris merchandise is returned to Paris or it shall be treated as lost. Customer may not cancel more than 50% of the contract prior to the expiration of the Agreement.

**Flammability:** Unless specified in writing duly executed by both parties and attached hereto, the merchandise supplied under this agreement is not flame retardant or resistant to hazardous substances and contains no special flame retardant or hazardous substance resistant features. It is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to save, release, indemnify and hold Paris harmless from and against any loss, claim, expense including attorney's fees, or liability incurred by company as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto Merchandise and 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. Paris reserves the right not to handle or process Merchandise soiled with toxic or hazardous substances, if and if Paris so refuses, Customer agrees that it will purchase such items from Paris just as if lost by Customer.

**Inventory:** The weekly service charge for individuals leaving the employ of Customer can be terminated, but only after all garments issued to that individual or the value of same, have been returned to Paris. All garments remain the property of the Paris and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen, or destroyed by fire, acid, paint, gross neglect, or otherwise, Customer will pay for said rental items at the following rates:

ITEM	Shirts	VALUE \$ <u>18.00</u>	ITEM	_____	VALUE _____
ITEM	Pants	VALUE \$ _____	ITEM	_____	VALUE _____
ITEM	Jackets	VALUE \$ _____	ITEM	_____	VALUE _____
ITEM	Coveralls	VALUE \$ _____	ITEM	_____	VALUE _____

Furthermore, to the extent that Paris is providing Customer with items containing direct embroidery unique to customer, Customer agrees that it will purchase all such garments that Paris has in service or held in inventory at the replacement values listed above at the time any such items are deleted by Customer, this agreement is terminated by Paris or Customer, or the Agreement expires or is not renewed.

**Quality/Service:** Paris agrees that its quality of merchandise and processing 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 Customer. Paris shall maintain a regular delivery schedule. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this agreement, Customer will notify Paris in writing delivered by certified mail of any claimed service deficiencies. If Paris fails to remedy actual deficiencies within 60 days of notice, Customer may terminate this agreement provided all rental items are paid for at the rates listed above or are returned to the Paris in good and usable condition and provided further that Customer terminates this agreement in writing within 10 days following the expiration of the 60 day period for remedy.

**Payment & Liquidated Damages:** Customer shall pay all invoiced amounts within 10 days of invoice. 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. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 3 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 dedicated to the Agreement at the rates specified herein.

**Additional Terms:** The customer certifies that Paris is in no way infringing upon any existing contract between the Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall be filed in Clearfield County, Pennsylvania. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement.

Authorized Representative of Customer:

Title

*J.W. Owner*

White - Corporate

Paris Authorized Representative:

*Mark Schlueter*

Title *DISPENSER MANAGER*

Pink - Customer

Canary - Office

# UNIVERSITY FORD, INC.



910 Bellefonte Ave., Lock Haven, PA 17745

1-800-488-9711 • (570) 748-6783

FAX: (570) 748-6785

*"Where Our Customers Send Their Friends"*

June 11, 2002

Paris Uniform Rental & Supply  
PO box 1043  
Dubois, PA 15801

RE: Contract #30624

This is to advise you that we wish to cancel our contract with Paris Uniform Rental.

Sincerely,

A handwritten signature in black ink that appears to read "Blaise Alexander".

Blaise Alexander  
Owner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101256  
NO: 06-236-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: PARIS CLEANERS, INC. t/d/b/a PARIS UNIFORM RENTAL  
vs.  
DEFENDANT: UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENY FORD

**SHERIFF RETURN**

---

NOW, February 14, 2006, SHERIFF OF CLINTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENY FORD.

NOW, February 16, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENY FORD, DEFENDANT. THE RETURN OF CLINTON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

**FILED**

MAR 29 2006  
01 9:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101256  
NO: 06-236-CD  
SERVICES 1  
COMPLAINT

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

vs.

DEFENDANT: UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENEY FORD

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAW	117	10.00
SHERIFF HAWKINS	SHAW	117	26.00
CLINTON CO.	SHAW	118	0.00

Sworn to Before Me This

So Answers,

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

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

Jay Kilheeney Ford  
is no longer in  
business. The Ford  
dealership in Rock  
Haven is owned by  
someone else. Jay  
Kilheeney lives  
somewhere in  
Williamsport, Wyoming  
County.



# Sheriff's Office Clearfield County

CHESTER A. HAWKINS  
SHERIFF

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 101256

TERM & NO. 06-236-CD

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

COMPLAINT

VS.

UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENEY FORD

**SERVE BY: 03/16/06**

**MAKE REFUND PAYABLE TO CHRISTOHER J. SHAW, ESQ.**

**SERVE:** UNIVERSITY FORD, LINCOLN MERCURY, INC. t/d/b/a JAY KILHEENEY FORD

**ADDRESS:** 910 BELLEVONTE AVE., LOCK HAVEN, PA 17745

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 CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 14, 2006.

RESPECTFULLY,

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

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.

**UNIVERSITY FORD, LINCOLN  
MERCURY, INC., t/d/b/a JAY  
KILHEENEY FORD,**  
Defendant

: No. 06-236 - 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  
: 67 Hoover Avenue  
: P.O. Box 1043  
: DuBois, PA 15801  
: (814) 375 - 9700 ext 706

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

FEB 14 2006

Attest.

*William L. Ober*  
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

: No. 06 - - CD

VS.

**UNIVERSITY FORD, LINCOLN**

**MERCURY, INC., t/d/b/a JAY**

**KILHEENEY FORD,**

Defendant

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You Have Been Sued In Court. If You Wish To Defend Against The  
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**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
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**PARIS CLEANERS, INC., t/d/b/a  
PARIS UNIFORM RENTAL**

Plaintiff

VS.

: No. 06 - - CD

**UNIVERSITY FORD, LINCOLN  
MERCURY, INC., t/d/b/a JAY  
KILHENNEY FORD,**

Defendant

**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, UNIVERSITY FORD, LINCOLN MERCURY, INC., t/d/b/a JAY KILHEENNEY FORD 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, UNIVERSITY FORD, LINCOLN MERCURY, INC., is a Pennsylvania business corporation having a registered business address of 910 Bellefonte Avenue, Lock Haven, Pennsylvania, 17745.

3. On or about April 23, 2001, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract whereby Plaintiff would provide textile rental services to UNIVERSITY FORD, LINCOLN MERCURY, INC., t/d/b/a JAY KILHEENEY FORD for a period of 156 consecutive weeks of service. The service was to begin on or about May 15, 2001 and was to run through May 14, 2004. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. Subsequent to the execution of the contract dated April 23, 2001, Plaintiff has provided the Defendant's textile rental needs pursuant to the terms of the contract; however, by letter dated June 11, 2002, Defendant notified Plaintiff that it was to discontinue providing textile rental services to Defendant. A copy of this letter dated June 11, 2001, is attached hereto as exhibit "B".

5. By discontinuing the service prior to the expiration of the term, Defendant has breached the terms of the contract dated April 23, 2001.

6. At all times relevant hereto, Plaintiff fully performed all of its obligations under the terms of the Direct Embroidery & Rental Agreement dated April 23, 2001.

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

8. Defendant has unilaterally and without just cause breached the terms of the Direct Embroidery & Rental Agreement dated April 23, 2001, by discontinuing using and paying for the textile rental services under the terms of the agreement.

9. 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 \$89.08 for the remaining 148 weeks of the contract or \$6,591.92.

10. In addition to the liquidated damage provisions provided for in the contract, Defendant agreed to purchase all inventory of Paris dedicated to the Agreement at certain specified rates. Plaintiff had a total of 490 shirts dedicated to this account and at a specified rate of \$18.00 per shirt, Defendant would owe Plaintiff the sum of \$8,820.00 for the inventory.

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

12. 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 an yet undeterminable amount.

WHEREFORE, Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendant, UNIVERSITY FORD, LINCOLN MERCURY, INC., in an amount of **\$15,661.92** together with interest in an amount of 1.5% per month from July 29, 2002 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: 2/14/06

2/14/06  
Jason G. McCoy

In Force

**DIRECT EMBROIDERY & RENTAL AGREEMENT**

**PARIS UNIFORM**  
P.O. Box 1043, DuBois, PA 15801  
(814) 375-9700 or (800) 832-2306  
[www.parisco.com](http://www.parisco.com)

Customer: Jay Kilheeney Ford  
Billing Address: 1910 Belkonte Ave Lock Haven PA 17745  
Phone: 748-6783 Contact Name: Jay Kilheeney Owner  
Contract # 3062476 Start Date: 156 4-23-01

This agreement is made the 23 day of April, 2001, between PARIS CLEANERS, INC., d/b/a Paris Uniform (hereinafter called "Paris") and Jay Kilheeney Ford (hereinafter called "Customer")

156 4-23-01

**Term:** This agreement is effective as of the date of execution and service shall continue for 260 consecutive weeks from the date of installation. The agreement shall automatically renew for additional terms of 260 weeks unless Paris is notified in writing via certified mail, return receipt requested of Customer's intent to the contrary. Said writing to be received by Paris no more than 90 days and no less than 60 days in advance of the expiration of the then current term. Upon each 52 week anniversary date of this agreement, Paris will automatically increase the prices then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months said COLA increase not to exceed 6.0%.

**Exclusive Rental:** Customer agrees to rent from Paris certain Rental Garments with direct embroidery unique to Customer and to pay for all of the Customer's garment rental requirements during the term of this agreement, at the prices and upon the conditions, as outlined below:

<u>13</u> employees to be furnished	<u>5</u> changes of <u>EMBROIDERED SHIRT</u> per week	@ \$ <u>3.50</u> per person per week
<u>13</u> employees to be furnished	<u>5</u> changes of <u>SENSITIVE END</u> per week	@ \$ <u>1.75</u> per person per week
employees to be furnished	changes of _____ per week	@ \$ _____ per person per week
employees to be furnished	changes of _____ per week	@ \$ _____ per person per week

Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal turnover of employees. Customer shall notify Paris immediately upon an Employee leaving the employment of Customer and shall assure that person's Paris merchandise is returned to Paris or it shall be treated as lost. Customer may not cancel more than 50% of the contract prior to the expiration of the Agreement.

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ITEM	Shirts	VALUE \$ <u>18.00</u>	ITEM	VALUE
ITEM	Pants	VALUE \$ _____	ITEM	VALUE
ITEM	Jackets	VALUE \$ _____	ITEM	VALUE
ITEM	Coveralls	VALUE \$ _____	ITEM	VALUE

Furthermore, to the extent that Paris is providing Customer with items containing direct embroidery unique to customer, Customer agrees that it will purchase all such garments that Paris has in service or held in inventory at the replacement values listed above at the time any such items are deleted by Customer, this agreement is terminated by Paris or Customer, or the Agreement expires or is not renewed.

**Quality/Service:** Paris agrees that its quality of merchandise and processing 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 Customer. Paris shall maintain a regular delivery schedule. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this agreement, Customer will notify Paris in writing delivered by certified mail of any claimed service deficiencies. If Paris fails to remedy actual deficiencies within 60 days of notice, Customer may terminate this agreement provided all rental items are paid for at the rates listed above or are returned to the Paris in good and usable condition and provided further that Customer terminates this agreement in writing within 10 days following the expiration of the 60 day period for remedy.

**Payment & Liquidated Damages:** Customer shall pay all invoiced amounts within 10 days of invoice. 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. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 3 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 dedicated to the Agreement at the rates specified herein.

**Additional Terms:** The customer certifies that Paris is in no way infringing upon any existing contract between the Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall be filed in Clearfield County, Pennsylvania. Customer agrees to pay all reasonable attorney fees incurred by Paris in enforcing any of the terms of this Agreement.

Authorized Representative of Customer:

Title

White - Corporate

Canary - Office

Paris Authorized Representative:

Mark Schlesinger

Title DISPATCH MANAGER  
Pink - Customer

# UNIVERSITY FORD, INC.



910 Bellefonte Ave., Lock Haven, PA 17745

1-800-488-9711 • (570) 748-6783

FAX: (570) 748-6785

*"Where Our Customers Send Their Friends"*

June 11, 2002

Paris Uniform Rental & Supply  
PO Box 1043  
Dubois, PA 15801

RE: Contract #30624

This is to advise you that we wish to cancel our contract with Paris Uniform Rental.

Sincerely,

A handwritten signature in black ink, appearing to read "Blaise Alexander".

Blaise Alexander  
Owner

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

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

VS.

**UNIVERSITY FORD, LINCOLN  
MERCURY, INC., t/d/b/a JAY  
KILHEENEY FORD,**  
Defendant

: No. 06 - 236 - CD  
: TYPE OF CASE: Civil Action  
: TYPE OF PLEADING:  
: Praecipe to Discontinue & End  
: FILED ON BEHALF OF:  
: Plaintiff  
: COUNSEL OF RECORD FOR  
: THIS PARTY:  
: CHRISTOPHER J. SHAW  
: Pa. Sup. Ct. I.D. #46836  
: 67 Hoover Avenue  
: P.O. Box 1043  
: DuBois, PA 15801  
: (814) 375 - 9700 ext 706

25 3:34pm  
FILED MAR 25 2013 6K  
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. 06 - 236 - CD  
UNIVERSITY FORD, LINCOLN :  
MERCURY, INC., t/d/b/a JAY :  
KILHEENEY FORD, :  
Defendant :  
:

**PRAECIPE TO DISCONTINUE & END**

**TO: William A. Shaw, Prothonotary**

Please enter a judgment of voluntary non-suit at the request of the Plaintiff.  
Plaintiff has elected to discontinue and end this case due to a problem in obtaining  
service of process against the Defendant.

March 22, 2013  
Date

Christopher J. Shaw  
Christopher J. Shaw, Esquire  
Corporate Counsel  
Paris Cleaners, Inc.  
67 Hoover Avenue, P.O. Box 1043  
DuBois, PA 15801  
(814) 375 - 9700 ext. 706



*The Fabric of Your Success*

March 22, 2013

Honorable Frederic Ammerman  
Attn: Doris Folmar  
230 East Market Street  
Suite 228  
Clearfield, PA 16830

Re: Paris Cleaners, Inc. v. University Ford  
No. 06 – 236 – CD

Dear Judge Ammerman:

Enclosed for filing please find a Praeclipe to Discontinue and End the above referenced case. Doris had contacted us requesting an update and indicated that the praecipe should be sent to your office so you can track this case. Please let me know if you should need anything else for this case.

Very truly yours,

A handwritten signature in cursive script that reads "Christopher J. Shaw".

Christopher J. Shaw

CJS/ms

**PARIS COMPANIES**

PARIS HEALTHCARE LINEN SERVICES • PARIS UNIFORM SERVICES • PARIS CLEANERS, INC.

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67 HOOVER AVENUE, P.O. BOX 1043, DUBOIS, PA 15801  
Phone: 800-832-2306      [WWW.PARISCO.COM](http://WWW.PARISCO.COM)