

06-850-CD
Paris Cleaners Inc. vs The Penn Traffic Co.

Paris Cleaners et al vs The Penn Traffic
2006-850-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101582
NO: 06-850-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PARIS CLEANERS, INC. t/d/b/a PARIS UNIFORM RENTAL
vs.
DEFENDANT: THE PENN TRAFFIC COMPANY

SHERIFF RETURN

NOW, June 01, 2006 SERVED THE WITHIN COMPLAINT ON THE PENN TRAFFIC COMPANY DEFENDANT AT P.O. BOX 4737, SYRACUSE, NY, 13221-4737 BY CERTIFIED MAIL # 7005 0390 0003 7235 2237. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY -UNABLE TO READ SIGNATURE.

FILED
0/10.42 cm
JUN 16 2006
LS

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SHAW	120	10.00
SHERIFF HAWKINS	SHAW	120	23.51

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Hamm
Chester A. Hawkins
Sheriff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:**2. Article Number
(Transfer from service label)**

7005 0390 0003 7235 2237

COMPLETE THIS SECTION ON DELIVERY**A. Signature** Agent
 Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?** Yes
If YES, enter delivery address below:

GPS

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

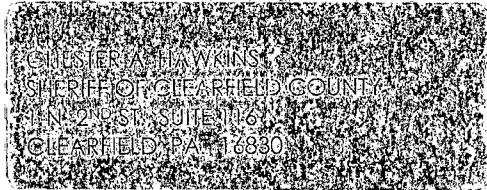
4. Restricted Delivery? (Extra Fee) Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •



101582

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

SYRACUSE NY 13221

Postage	\$ 0.87
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.12

MAILED
Postmark
Here
2008
05/30/2008

Sent To
 The Penn Traffic Company
 Street, Apt. No.;
 or PO Box No.
 P.O. Box 4737
 City, State, ZIP+4
 Syracuse NY 13221-4737

PS Form 2800, June 2002
 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

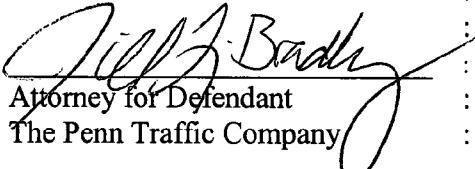
- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

10/15/82

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

PARIS CLEANERS, INC., t/d/b/a : No. 06- 850 -CD
PARIS UNIFORM RENTAL, :
Plaintiff, : TYPE OF CASE: Civil Action
v. :
THE PENN TRAFFIC COMPANY, : TYPE OF PLEADING:
Defendant. : The Penn Traffic Company's Answer
to Complaint and New Matter
: FILED ON BEHALF OF:
: Defendant
: COUNSEL OF RECORD FOR
: THIS PARTY:
: WILLIAM E. KELLEHER, JR.
: PA I.D. 30747
: JILL LOCNIKAR BRADLEY
: PA I.D. 85892
: COHEN & GRIGSBY, P.C.
: 11 Stanwix Street, 15th Floor
: Pittsburgh, PA 15222
: Phone: 412-297-4703
: Fax: 412-297-1997
: E-mail: jbradley@cohenlaw.com

By: 

Attorney for Defendant
The Penn Traffic Company

FILED NO CC
M 11:17 AM
JUL 27 2006
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,)
)
 v.) No. 06 - 850 - CD
)
 THE PENN TRAFFIC COMPANY,)
)
 Defendant.)

THE PENN TRAFFIC COMPANY'S ANSWER TO COMPLAINT AND NEW MATTER

In response to the above-referenced Complaint, The Penn Traffic Company ("Penn Traffic") asserts the following Answer and New Matter:

ANSWER

1. Penn Traffic is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 1; therefore, such averments are denied.
2. It is denied that Penn Traffic is a Pennsylvania business corporation. It is admitted that Penn Traffic has a corporate headquarters of P.O. Box 4737, Syracuse, New York 13221-4737.
3. The averments in Paragraph 3 are admitted in part and denied in part. It is admitted that Penn Traffic operates various Bi-Lo Food Markets, including one at the Main Street Mall in DuBois, Clearfield County, Pennsylvania. It is also admitted that Penn Traffic owns and operates two warehouses in DuBois, Clearfield County, Pennsylvania.
4. The averments in Paragraph 4 are denied to the extent they attempt to characterize a document that speaks for itself. It is admitted, however, that Plaintiff and Penn Traffic entered

into a Special Products Multi-Location Rental Agreement on or about March 14, 2003 (the "Agreement") and that the Agreement expired on March 13, 2004.

5. Penn Traffic is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 5; therefore, such averments are denied.

6. It is admitted that the last sentence of the Paragraph captioned "Inventory" of the Agreement attached as Exhibit A to the Complaint states the following: "Customer agrees that should it terminate its agreement with Paris, customer shall be obligated to purchase all logo mats at the rates specified in supplement "B". To the extent Plaintiff attempts to characterize the contents of a document that speaks for itself, such characterizations are denied.

7. The averments in Paragraph 7 are admitted in part and denied in part. It is admitted that Penn Traffic sent a letter to Plaintiff, dated February 8, 2005. It is denied that such letter terminated the Agreement between Plaintiff and Penn Traffic. By way of further answer, the February 8, 2005 letter referred to in Paragraph 7 did not terminate the relationship between the parties that existed at that time, and the parties continued to do business together and still do.

8. It is denied that Penn Traffic terminated the rental services. The Agreement expired by its own terms on March 13, 2004. It is also denied that Penn Traffic became obligated to purchase the Logo Mats from Plaintiff, and it is denied that Penn Traffic owes Plaintiff any sum for the Logo Mats.

9. Penn Traffic is without knowledge or information sufficient to form a belief as to the truth of the averments in the first sentence in Paragraph 9; therefore, such averments are denied. It is admitted that the parties had a separate verbal agreement for the textile rental services with some of the Logo Mats.

10. The averments in Paragraph 10 are denied in part and admitted in part. It is admitted that Plaintiff sent an invoice dated February 18, 2005 to Penn Traffic. It is denied, however, that Defendant was obligated to pay such invoice pursuant to the Agreement dated March 14, 2003. Therefore, it is denied that Defendant refused or neglected to pay the invoice.

11. It is specifically denied that Penn Traffic breached the Agreement. Further, Penn Traffic is without knowledge or information as to whether Plaintiff was forced to engage the services of its corporate counsel. Therefore, the remaining averments in Paragraph 11 are denied.

12. Penn Traffic is without knowledge or information as to whether Plaintiff has spent \$250 in legal fees in relation to this. Penn Traffic specifically denies that it is obligated to pay Plaintiff's attorneys' fees. By way of further answer, the remaining averments in Paragraph 12 are conclusions of law which require no response. To the extent a response is deemed required, the averments are denied.

NEW MATTER

In addition to the Answer above, which is incorporated by reference, Penn Traffic asserts the following New Matter in response to the Complaint:

13. The Agreement expired by its own terms on March 13, 2004.
14. Penn Traffic never terminated the Agreement.
15. Since the expiration of the Agreement, Plaintiff and Penn Traffic have continued their business relationship and are currently doing business.
16. Accordingly, Plaintiff has no basis in law or fact to assert that Penn Traffic is obligated under the Agreement to purchase any mats.

17. The Complaint fails to state a claim against Penn Traffic upon which relief can be granted.

18. Plaintiff is barred from recovery by the doctrine of accord and satisfaction.

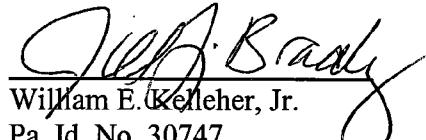
19. Plaintiff is barred from recovery by equitable doctrines, including, inter alia, the doctrines of laches, waiver, estoppel, and unclean hands.

20. Plaintiff is barred from recovery by agreement.

21. The alleged invoice dated February 18, 2005 issued by Plaintiff, as well as this Complaint based on such invoice, is not well grounded in fact or law.

WHEREFORE, Defendant, The Penn Traffic Company, respectfully requests that this Honorable Court dismiss the Complaint and enter judgment in its favor and against Plaintiff and grant such other and further relief as this Court finds just and proper under the circumstances.

Respectfully submitted,



William E. Kelleher, Jr.
Pa. Id. No. 30747
Jill Locnikar Bradley
Pa. Id. No. 85892

COHEN & GRIGSBY, P.C.
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222
(412) 297-4703

Attorneys for The Penn Traffic Company

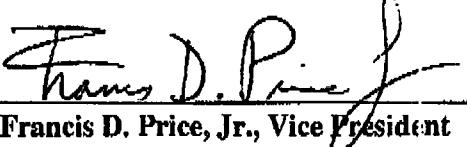
Dated: July 26, 2006

1114109_1

VERIFICATION

I, Francis D. Price, Jr., am the Vice President and am authorized to make this statement and verification on its behalf. I have read the foregoing Answer and New Matter. The statements set forth therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

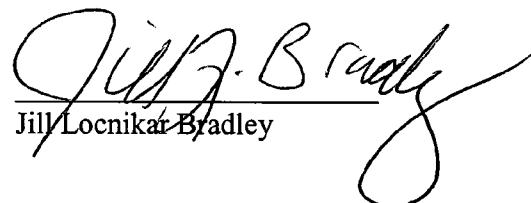

Francis D. Price, Jr.
Francis D. Price, Jr., Vice President

Date: July 26, 2006

CERTIFICATE OF SERVICE

I, Jill Locnikar Bradley, hereby certify that a true and correct copy of the foregoing The Penn Traffic Company's Answer to Complaint and New Matter was served via first-class, United States mail, postage prepaid, upon the following counsel on July 26, 2006.

Christopher J. Shaw, Esq.
67 Hoover Avenue
P.O. Box 1043
DuBois, PA 15801



Jill Locnikar Bradley

1114109_1

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

THE PENN TRAFFIC COMPANY

Defendant

: No. 06 - 850 - 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 Atty,
9/3/00 cm 3cc Atty, Shaw
MAY 26 2000 *W*

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
THE PENN TRAFFIC COMPANY	:
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)**

PARIS CLEANERS, INC., t/d/b/a	:
PARIS UNIFORM RENTAL	:
Plaintiff	:
VS.	
	: No. 06 - - CD
THE PENN TRAFFIC COMPANY	:
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, THE PENN TRAFFIC COMPANY 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, THE PENN TRAFFIC COMPANY., is a Pennsylvania business corporation having a corporate headquarters of P.O. Box 4737, Syracuse, New York 13221-4737.

3. The Defendant operates various Bi-Lo Food Markets including one at the Main Street Mall in DuBois, Clearfield County, Pennsylvania. Defendant

also owns and operates the two warehouses in DuBois Clearfield County, Pennsylvania.

4. On or about March 14, 2003, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract whereby Plaintiff would provide textile rental services to the Bi-Lo stores and warehouse properties listed on Supplement "A" attached to the Agreement for a period of one year and was to run through March 13, 2004. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

5. Pursuant to the contract, Plaintiff did purchase 110 dust control mats bearing the Bi-Lo approved logo for use in renting to the various Bi-Lo stores identified in the agreement.

6. The last sentence of the paragraph captioned **Inventory** of the agreement attached hereto as Exhibit "A" contains the following provision agreed to by the parties: "Customer agrees that should it terminate its relationship with Paris, Customer shall be obligated to purchase all Logo Mats at the rates specified in Supplement "B".

7. By letter dated February 8, 2005, a copy of which is attached hereto as Exhibit "B", Defendant terminated the uniform/laundry services provided by Plaintiff effective March 11, 2005.

8. By terminating the rental services, Defendant became obligated to purchase the Logo Mats from Plaintiff at an agreed upon amount of \$171.42 per Logo Mat. Thus Defendant owes Plaintiff the sum of \$19,987.57 including applicable Sales Tax for the purchase of the 110 Logo Mats.

9. Plaintiff delivered the majority of these Logo Mats to Defendant's Bi-Lo store in the Main Street Mall. By separate verbal agreement between the parties, Plaintiff has retained some of the Logo Mats and is using them provide some textile rental services to Defendant at Defendant's DuBois locations.

10. By invoice dated February 18, 2005, a copy of which is attached hereto as Exhibit "C", Plaintiff has invoiced Defendant for the required purchase of these Logo Mats, but Defendant has refused and/or neglected to pay Plaintiff for the purchase of these Logo Mats as it was required to do under the contract dated March 14, 2003.

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 payment from Defendant to purchase the Logo Mats.

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, THE PENN TRAFFIC COMPANY, in an amount of **\$20,237.57** together with interest in an amount of 1.5% per month from April 19, 2005 as provided for in their

Agreement 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: 5/26/06

10.77
Jason G. McCoy

SPECIAL PRODUCTS MULTI-LOCATION RENTAL AGREEMENT

PARIS UNIFORM RENTAL
P.O. Box 1043, DuBois, PA 15801
(814) 375-9700 or (800) 832-2306
www.parisco.com

THE PENN TRAFFIC COMPANY
1200 State Fair Blvd., Syracuse, New York 13221
(315) 453-7284
Contract # 30780
Start Date: _____

This agreement is made the 14th day of March 2003, between PARIS CLEANERS, INC., d/b/a Paris Uniform Rental (hereinafter called "Paris") and The Penn Traffic Company (hereinafter called "Customer"). Customer is engaged in the grocery or supermarket business. Customer operates various Bi-Lo stores in Pennsylvania.

Exclusive Rental: Customer agrees to exclusively rent from Paris and to regularly pay for all of Customer's garment and textile rental requirements during the term of this agreement, at each of the Bi-Lo locations specified in Supplement "A". Customer may discontinue use of the garment or textile rental at any specific location, provided however, that none of the locations specified in Supplement "A" shall rent any of the items contained in Supplement "B" from any vendor other than Paris during the term of this agreement. Paris shall also offer to rent the items at various other Riverside, Bi-Lo and Ideal Markets that are affiliated with Customer but are privately owned at the same pricing structure in Supplement "A" and on the same terms, although a separate agreement would need executed at each of these affiliated stores.

Price: Customer will pay for all rental items at the prices shown in Supplement "B", attached hereto. Payment shall be Net 30 days, EOM or COD.

Term: This agreement is effective as of March 14, 2003 and service shall continue until March 13, 2004. To give Customer the benefit of this pricing earlier, Paris shall deduct \$6,880.00 from Customer's existing Accounts Receivable balance upon the execution of this Agreement. During the last quarter prior to the expiration of this term, the parties agree that they will negotiate with the other in good faith in an attempt to reach a new contract for Paris to continue providing Customer's garment and textile rental needs. This agreement shall be binding upon the parties, their successors and assigns.

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.

Inventory: All garments and other products shall 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 replacement costs specified in Supplement "B" attached hereto. Prior to invoicing Customer for these loss charges, a representative from Paris shall meet with an appropriate representative from Customer and discuss the missing or destroyed items so that Customer knows in advance exactly what loss charges are being imposed. The Logo Mats, like all inventory, shall remain the property of Paris. Customer agrees that should it terminate its relationship with Paris, Customer shall be obligated to purchase all Logo Mats at the rates specified in Supplement "B".

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. In addition, Paris will continue to replace or upgrade items that although may still meet industry standards have been in service for a substantial period of time during the relationship of the parties. Paris shall also 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 shall notify Paris in writing delivered by certified mail of any claimed service or merchandise deficiencies. If Paris fails to remedy actual deficiencies within 60 days of notice, Customer may terminate this agreement without liability for any additional damages provided all rental items are paid for at the rates listed above or are returned to Paris in good and usable condition.

Payment & Liquidated Damages: Customer shall pay all invoiced amounts within 30 days. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 60 days from the date of invoice. If Customer should cancel, terminate, or breach this agreement in any manner other than set forth herein, 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 3 months prior to default multiplied by the remaining weeks of the term of the Agreement.

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 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.

Authorized Representative(s) of Customer:

Robert J. Chapman VPGM
Title _____

Attest
(Seal)

Paris Authorized Representative(s):

District Manager
Title _____
Mark L. S.
District General Manager Paris

SPECIAL PRODUCTS MULTI-LOCATION RENTAL AGREEMENT
Supplement "A"

PARIS UNIFORM RENTAL
P.O. Box 1043, DuBois, PA 15801
(814) 375-9700 or (800) 832-2306
www.parisco.com

THE PENN TRAFFIC COMPANY
1200 State Fair Blvd., Syracuse, New York 13221
(315) 453-7284
Contract # _____
Start Date: _____

This supplement is made the 14th day of March, 2003, between **PARIS CLEANERS, INC.**, d/b/a Paris Uniform Rental (hereinafter called "Paris") and The Penn Traffic Company (hereinafter called "Customer"). This Supplement shall be incorporated into the terms of the main Special Products Multi-Location Rental Agreement as if the same had been set forth at length herein.

The following are the store locations that will be served or are bound by the terms of this agreement:

1. Bi-Lo store #33, DuBois, PA
2. Bi-Lo store #16, Oil City, PA
3. Bi-Lo store #17, Oil City, PA
4. Bi-Lo store #31, Johnstown, PA
5. Bi-Lo store #38, Shermans Dale, PA
6. Bi-Lo store #43, Windber, PA
7. Bi-Lo store #44, Senneca, PA
8. Bi-Lo store #47, Altoona Station Mall, Altoona, PA
9. Bi-Lo store #48, Hollidaysburg, PA
10. Bi-Lo store #76, Troy, PA
11. Bi-Lo store #201, Brookville, PA
12. Bi-Lo store #207, Clarion, PA
13. Bi-Lo store #208, St. Marys, PA
14. Bi-Lo store #210, Johnstown, PA
15. Bi-Lo store #211, Indiana, PA
16. Bi-Lo store #214, Johnstown, PA
17. Bi-Lo store #216, Phillipsburg, PA
18. Bi-Lo store #218, Meadville, PA
19. Bi-Lo store #219, Titusville, PA
20. Bi-Lo store #225, Somerset, PA
21. Bi-Lo store #229, Northern Cambria, PA
22. Bi-Lo store #230, Huntingdon, PA
23. Bi-Lo store #231, DuBois, PA
24. Bi-Lo store #235, Tyrone, PA
25. Bi-Lo store #237, Clearfield, PA
26. Bi-Lo store #239, New Bloomfield, PA
27. Bi-Lo store #249, Blairsville, PA
28. Bi-Lo store #256, Natrona Heights, PA
29. Bi-Lo store #260, McConnellsburg, PA
30. Bi-Lo store #264, Mansfield, PA
31. Bi-Lo store #274, Watsontown, PA
32. Bi-Lo Store #275, Canton, PA
33. Bi-Lo store #277, Wellsboro, PA
34. Bi-Lo store #279, Williamsport, PA
35. Bi-Lo store #282, Lock Haven, PA
36. Bi-Lo store #299, Altoona, PA
37. Bi-Lo store #318, Wilkes-Barre, PA
38. Bi-Lo store #326, Dallas, PA
39. Bi-Lo store #368, Tunkhannock, PA
40. Bi-Lo store #382, Hallstead, PA
41. Bi-Lo store #384, Montrose, PA
42. Bi-Lo store #633, Meadville, PA
43. Bi-Lo PT Perishable Dist. Center, DuBois, PA
44. Bi-Lo Riverside Grocery Dist. Center, DuBois, PA
45. Bi-Lo Market & Warehouse Trans. DuBois, PA
46. Bi-Lo Riverside Office & Adv. Dpt., DuBois, PA

Authorized Representative(s) of Customer:

Title _____
Attest _____ (Seal)

Paris Authorized Representative(s):

Title _____
District/General Manager Paris

SPECIAL PRODUCTS MULTI-LOCATION RENTAL AGREEMENT
Supplement "B"

PARIS UNIFORM RENTAL
 P.O. Box 1043, DuBois, PA 15801
 (814) 375-9700 or (800) 832-2306
www.parisco.com

THE PENN TRAFFIC COMPANY
 1200 State Fair Blvd., Syracuse, New York 13221
 (315) 453-7284
 Contract # _____
 Start Date: _____

This supplement is made the 14th day of March, 2003, between PARIS CLEANERS, INC., d/b/a Paris Uniform Rental (hereinafter called "Paris") and The Penn Traffic Company (hereinafter called "Customer"). This Supplement shall be incorporated into the terms of the main Special Products Multi-Location Rental Agreement as if the same had been set forth at length herein.

The following items shall be added to those specified in the listing of items under "Exclusive Rental" of the Special Products Rental Agreement.

Item/Description	Expected Min. Usage (per week)	Price per piece	Minimum weekly charge (%) **	Minimum weekly charge (\$)	Automatic Loss Surcharge (% of Usage)	Environmental Surcharge
Bib Aprons, any color		0.145	50%		N/A	N/A
White Uniforms (shirt & pant)		0.395	100%		N/A	N/A
Coveralls		0.45	100%		N/A	N/A
White Frock		0.23	100%		N/A	N/A
Dish Towels & Kitchen Towels		0.088	50%		N/A	N/A
Large Shop Towels		0.09	50%		N/A	N/A
24" Dust Mops (delivered, framed & treated)		0.60	100%		N/A	N/A
36" Dust Mops (delivered, framed & treated)		0.65	100%		N/A	N/A
48" Dust Mops (delivered, framed & treated)		0.85	100%		N/A	N/A
Mop Handles		N/C	100%		N/A	N/A
2 x 3 Mats (any color)		1.10	100%			
3 x 5 Mats (any color)		1.35	100%			
3 x 10 Mats (any color)		2.65	100%			
3 x 15 Mats (any color)		4.00	100%			
4 x 6 Mats (any color)		2.05	100%			
4 x 8 Mats (any color)		2.85	100%			
3 x 8 Logo Mats		2.05	100%			
4 x 6 Logo Mats		2.05	100%			

** The Minimum weekly charge in terms of percentage shall mean the following: 50% minimum of the expected & dedicated inventory shall be invoiced to customer. If the weekly usage exceeds this 50% minimum, Customer will be invoiced for all items used at the per piece price. 100% shall mean that Customer will be billed for each change delivered and invoiced to Customer on a weekly basis.

Within 4 weeks after the date this Agreement is executed and again 26 weeks thereafter, Paris will supply 6 hats to the men's department of each Bi-Lo Corporate store at no charge to Customer. These items shall become the property of Customer.

The following values shall be added to those specified in the listing of items under "Inventory" of the Special Products Rental Agreement and shall be used to calculate the charges for lost or damaged rental items:

ITEM Bib Aprons	VALUE \$ 2.41	ITEM 3 x 8 Logo Mats	VALUE \$171.42
ITEM Uniform Pants	VALUE \$11.05	ITEM 4 x 6 Logo Mats	VALUE \$171.42
ITEM Uniform Shirts	VALUE \$6.73	ITEM 3 x 5 Mat	VALUE \$45.50
ITEM Coveralls	VALUE \$28.00	ITEM 3 x 10 Mat	VALUE \$95.50
ITEM White Frocks	VALUE \$11.05	ITEM 3 x 15 Mat	VALUE \$106.28
ITEM Tea Towels	VALUE \$ 0.60	ITEM 4 x 6 Mat	VALUE \$69.50
ITEM Large Shop Towels	VALUE \$0.38	ITEM 4 x 8 Mat	VALUE \$97.14
ITEM 24" Dust Mop	VALUE \$13.52	ITEM 36" Dust Mop	VALUE \$20.12
ITEM 48" Dust Mop	VALUE \$25.70	ITEM	VALUE \$

Authorized Representative(s) of Customer:

Robert J. Clyman VPCM
 Title _____

Attest _____ (Seal)

Paris Authorized Representative(s):

District Manager
 Title _____
Michael L. Lee
 District General Manager Paris



30780
15250

February 8, 2005

Paris Uniform
67 Hoover Avenue
DuBois, PA 15801
(800) 832-2306

RE: Uniform/Laundry Service

Attention: Randy Rosetti

This letter serves as written notification that BiLo Markets, a division of the Penn Traffic Company will no longer be requiring your uniform/laundry services. Effective 3/11/05 services and billing will terminate.

I would like to thank you personally, and on the behalf of Penn Traffic, for your services and business relationship.

Sincerely,

Randy Salem
Director of Store Operations
Quality and BiLo Banners
PENN TRAFFIC COMPANY

cc: Frank Price
John MacIntyre
Mike Lepionka

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

PARIS CLEANERS, INC., t/d/b/a : No. 06- 850 -CD
PARIS UNIFORM RENTAL, :
Plaintiff, : SUGGESTION OF BANKRUPTCY
v. :
THE PENN TRAFFIC COMPANY, : Filed on behalf of The Penn Traffic
Defendant. : Company
: Counsel of record for this party
: William E. Kelleher, Jr.
: Pa I.D. 30747
: Jill Locnikar Bradley
: Pa I.D. 85892
: COHEN & GRIGSBY, P.C.
: 625 Liberty Avenue
: Pittsburgh, PA 15222-3152
: Phone: 412-297-4900
: Fax: 412-297-1997
: wkelleher@cohenlaw.com
: jbradley@cohenlaw.com

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PARIS CLEANERS, INC., t/d/b/a)	CIVIL DIVISION
PARIS UNIFORM RENTAL,)	
)	
Plaintiff,)	No. 06 - 850 - CD
)	
v.)	
)	
THE PENN TRAFFIC COMPANY,)	
)	
Defendant.)	

SUGGESTION OF BANKRUPTCY

1. **PLEASE TAKE NOTICE** that, on November 18, 2009 (the “Petition Date”), The Penn Traffic Company, Sunrise Properties, Inc., Pennway Express, Inc., Penny Curtiss Baking Company, Inc., Big M Supermarkets, Inc., Commander Foods Inc., P and C Food Markets Inc. of Vermont, P.T. Development, LLC, and P.T. Fayetteville/Utica, LLC (collectively, “Penn Traffic” or the “Debtors”) filed voluntary petitions for relief under chapter 11 of the title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), initiating chapter 11 cases no. 09-14078 (PJW), 09-14079 (PJW), 09-14080 (PJW), 09-14082 (PJW), 09-14083 (PJW), 09-14084 (PJW), 09-14085 (PJW), 09-14086 (PJW), and 09-14087 (PJW) (the “Cases”). The Cases are being jointly administered under case number 09-14078 (PJW), styled *In re The Penn Traffic Company, et al.*, the Honorable Peter J. Walsh presiding.

2. **PLEASE TAKE FURTHER NOTICE** that, as of the Petition Date, and as a result of the pendency of the Cases and the application of Bankruptcy Code section 362(a), the commencement or continuation of any judicial action or proceeding that was or could have been

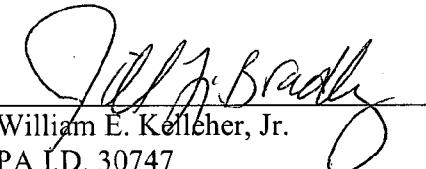
commenced before the commencement of the Cases or to recover a claim against the Debtors that arose before the commencement of the Cases is automatically stayed. Furthermore, as a result of Bankruptcy Code section 362(a), any act that would affect the property of the bankruptcy estate is automatically stayed. The injunction granted by Bankruptcy Code section 362(a) will remain in effect until the Cases are dismissed or closed, or until such earlier times as set forth in Bankruptcy Code section 362(c), (d), (e) and (f).

3. All questions concerning the Cases should be referred to Penn Traffic through its bankruptcy counsel:

Abigail Ottmers
HAYNES AND BOONE, LLP
112 E. Pecan Street, Suite 1200
San Antonio, Texas 78232
Telephone: 210.978.7402
Facsimile: 210.554.0537
Email: abigail.ottmers@haynesboone.com

Penn Traffic requests that the Court (i) acknowledge the legal consequences under Bankruptcy Code section 362 of Penn Traffic's voluntary bankruptcy filing by enforcing the automatic stay, and (ii) grant Penn Traffic such other legal and equitable relief to which Penn Traffic is entitled.

Respectfully submitted,



William E. Kelleher, Jr.
PA I.D. 30747
Jill Locnikar Bradley
PA I.D. 85892
COHEN & GRIGSBY, P.C.
625 Liberty Avenue
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MORRIS, NICHOLS, ARSHT & TUNNELL LLP
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-and-

HAYNES AND BOONE, LLP
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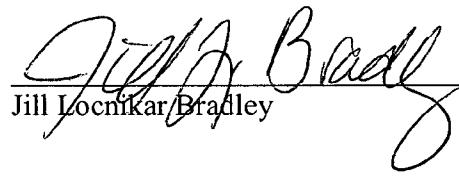
Dated: February 2, 2010

Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I, Jill Locnikar Bradley, certify that a true copy of the foregoing Suggestion of Bankruptcy was served on the following via U.S. Mail on this 2nd day of February, 2010:

Paris Cleaners, Inc. t/d/b/a
Paris Uniform Rental
c/o Christopher Shaw, Esq.
Paris Companies
67 Hoover Ave.
P.O. Box 1043
DuBois, PA 15801
Tel: (814) 375-9700 ext. 706
Fax: (814) 375-1043



Jill Locnikar Bradley