

06-1074-CD  
Bepex International vs Giuseppe's al

2006-1074-CD  
Bepex International vs Giuseppe's Finer

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

BEPEX INTERNATIONAL, LLC, :  
Plaintiff :  
: :  
vs. : No. 06-1074-C.D.  
: :  
GIUSEPPE'S FINER FOODS, :  
Defendant :  
:

**COMPLAINT**

Filed on behalf of:  
Plaintiff

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**  
02:35p.m 6X  
JUL 06 2006 3 C C TO ATTY

William A. Shaw  
Prothonotary/Clerk of Courts

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

BEPEX INTERNATIONAL, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 06 - - C.D.
	:	
GIUSEPPE'S FINER FOODS,	:	
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 Pleading 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's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

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

BEPEX INTERNATIONAL, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 06 - - C.D.
	:	
GIUSEPPE'S FINER FOODS,	:	
Defendant	:	

**COMPLAINT**

NOW COMES, Bepex International, LLC, Plaintiff above named, and by its Attorneys, Belin & Kubista, files its Complaint and avers as follows:

1. Plaintiff is Bepex International, LLC, having its principal place of business at 333 Taft Street NE, Minneapolis, Minnesota, 55413.
2. Defendant is Giuseppe's Finer Foods, having its principal place of business at 2592 Oklahoma Salem Road, DuBois, Pennsylvania, 15801.
3. On or about December 27, 2004, Defendant purchased from Plaintiff certain machinery at a total purchase price of \$138,395.00. Attached hereto and marked Exhibit "A" is a true and correct copy of the purchase order confirming said purchase.
4. The machinery was delivered to Defendant in a timely manner and is believed and therefore averred to be in use by the Defendant in the course of its business.
5. Defendant has paid a portion of the total amount due, leaving a balance due of \$13,839.50. Attached hereto and marked Exhibit "B" is a true and correct copy of the invoice sent to Defendant showing the said balance due.

6. The above sum was due on August 7, 2005. Plaintiff continued to bill Defendant for that amount on a monthly basis from August, 2005, until January, 2006; however, Defendant has failed and refused to pay the balance due.
7. Defendant through its agents and representatives has promised to make payment in full but has failed to do so.

WHEREFORE, Plaintiff requests that judgment be entered in its favor and against the Defendant in the amount of \$13,839.50, together with interest and costs of suit.

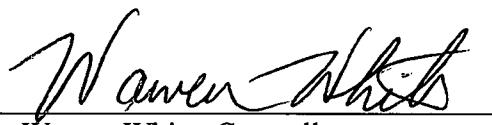
BELIN & KUBISTA



John R. Ryan  
Attorney for Plaintiff

I verify that the statements made in this 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.

BEPEX INTERNATIONAL, LLC



Warren White  
By: Warren White, Controller



2592 Oklahoma-Salem Road  
P.O. Box 687  
DuBois, PA 15801

Phone: 814-375-0516  
Fax: 814-375-0364

PAGE NO.	P.O. NO.	ORDER DATE	VEND NO.
1	00072	12/27/2004	02005

## PURCHASE ORDER

BEPEX  
333 N.E. TAFT STREET  
MINNEAPOLIS, MN 55413

S Giuseppe's Finer Foods  
H 2592 Oklahoma Salem Road  
I PO Box 687  
P DuBois, PA 15801

T  
O

ORDER DATE	CANCELLATION DATE	SHIP VIA	BEST METHOD	F.O.B.	TERMS	
SALE NO.		RESPONSIBILITY		BRANCH		
12/27/2004	5/1/2005				SEE BELOW	
ITEM NO. MFG. NO.	DESCRIPTION	REQ. DATE LOCATION	QUANTITY ORDERED	QUANTITY BACK ORD	QTY REC	UNIT PRICE
	BEPEX/REITZ EXTRUCTOR, MODEL RE-24	5/1/2005	1.00			132,800.00
	RECOMMENDED SPARE PARTS	5/1/2005	1.00			5,595.00
	5% WITH PO, 20% AT DRAWING APPROVAL					
	35% AT TIME OF SHIP, 25% AFTER RECEIPT					
	15% AFTER START UP, TRAINING, PUNCH LIST					
	ITEMS ARE COMPLETE. NOT TO EXCEED 150					
	DAYS AFTER SHIPPING					

SUBTOTAL

138,395.00

138,395.00

PURCHASE ORDER NO.

00072

TOTAL ORDER  
VALUE

PER REF #M-05-Q-13822

  
AUTHORIZED SIGNATURE

### ORDER TERMS AND CONDITIONS

ES must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Vendor must pay freight on all rejected material. The right is reserved, to cancel all or part of this order if not delivered within the time specified.

Packing slips must accompany all shipments.

By acceptance of this order, vendor warrants that all merchandise shipped under this order does comply with all laws and regulations of Federal and State governments.

Back orders must be prepaid when less than a minimum freight shipment.

In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we shall have the option of cancelling undelivered orders in whole or part.

Acceptance of this purchase order, or shipment of any part of it will constitute an agreement to all its specifications as to terms, delivery and prices.

Please send remittance to:

Bepex International LLC  
NW 5511  
PO BOX 1450  
Minneapolis, MN 55485-5511

Invoice: 50617

Page: 2  
Date: 7/8/2005

## INVOICE

Bill To: GIUSE001

GIUSEPPES FINER FOODS  
PO BOX 687  
ATTN: ACCOUNTS PAYABLE  
DUBOIS PA 15801  
USA

Ship To: 001

GIUSEPPES FINER FOODS  
2592 OKLAHOMA-SALEM ROAD  
DUBOIS PA 15801  
USA

PO Number: 00072

Order Num 30243

Sales Rep: Kevin Swanson

Packing Slip: 472

Terms: Net 30 Days

Ordered: 4/29/2005

Sales Tax ID:

F.O.B: ORIGIN

Ship Via: Best Way

Ship Date: 7/6/2005

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
				8/7/2005	13,839.50
- Taxes -		<u>Taxable Amount</u>	<u>Percent</u>	<u>Amount</u>	
					Total: 13,839.50

CLEARFIELD, PENNSYLVANIA 16830  
P. O. BOX 1  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

**FILED**  
JUL 06 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101688  
NO: 06-1074-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: BEPEX INTERNATIONAL, LLC  
vs.  
DEFENDANT: GIUSEPPE'S FINER FOODS

SHERIFF RETURN

NOW, July 14, 2006 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON GIUSEPPE'S FINER FOODS DEFENDANT AT 2592 OKLAHOMA-SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KATHY JONES, OFFICE ASSOC. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	20847	10.00
SHERIFF HAWKINS	BELIN	20847	35.30

FILED

92:30 am  
JUL 21 2006

Sworn to Before Me This

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

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts

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

FILED 3CC  
01:40 PM  
SEP 01 2006  
W  
William A. Shaw  
Prothonotary/Clerk of Courts

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

BEPEX INTERNATIONAL , LLC.,

No. 06-1074-CD

Plaintiff,

-vs-

GIUSEPPE'S FINER FOODS, INC.,

CODE NO.

Defendant.

ISSUE NO.

FILED ON BEHALF OF:

Defendant, GIUSEPPE'S FINER FOODS,  
INC.

COUNSEL OF RECORD FOR THESE  
PARTIES:

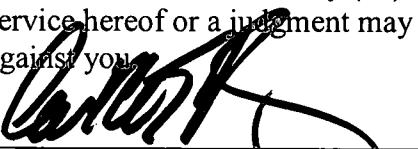
Gregory H. Teufel, Esquire  
PA Id. 73062  
Sarah B. Heineman, Esquire  
PA Id. 91040  
Schnader Harrison Segal & Lewis LLP  
Firm No. 061  
Fifth Avenue Place, Suite 2700  
120 Fifth Avenue  
Pittsburgh, PA 15222-3010  
Telephone: (412) 577-5289  
Facsimile: (412) 765-3858

Christopher E. Mohney, Esquire  
Pa. Id. 63494  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

**NOTICE TO PLEAD**

To: Plaintiff, Bepex International, LLC.

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

  
Gregory H. Teufel, Esquire  
Attorney for Defendant

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

BEPEX INTERNATIONAL , LLC., )  
Plaintiff, ) No. 06-1074-CD  
-vs- )  
GIUSEPPE'S FINER FOODS, INC., )  
Defendant. )

## **ANSWER, NEW MATTER AND COUNTERCLAIM**

AND NOW, comes Defendant, GIUSEPPE'S FINER FOODS, INC. ("GFF"), by and through its undersigned counsel, and hereby files the following Answer and New Matter:

## ANSWER

1. Denied. GFF is without sufficient knowledge or information to form a belief as to the truth of the averments contained in paragraph 1.
2. Admitted.
3. Admitted.
4. Admitted in part and denied in part. It is admitted that the subject machinery was delivered to GFF in a timely manner. It is denied that GFF used the machinery as delivered by Plaintiff in the course of its business. To the contrary, in order to make the machinery safe for use by GFF's employees, GFF was required to install electrical safety controls and safety guarding.
5. Admitted in part and denied in part. It is admitted that GFF has already paid a certain amount to Plaintiff. It is denied that GFF owes Plaintiff any further payment for the machinery because the Plaintiff breached its contract with GFF. Plaintiff knew GFF intended its

employees to operate and be in close proximity to this machinery; however, Plaintiff failed to provide machinery that could be safely operated by GFF employees or be safely operated in close proximity to GFF employees.

6. Admitted in part and denied in part. GFF admits that Plaintiff continued to bill GFF for an amount allegedly due since August 2005 until January 2006. GFF denies that any amount is "due" to Plaintiff. To the contrary, no further payment is due because Plaintiff breached its contract with Defendant.

7. Denied. It is denied that GFF through its agents and representatives has promised to make payment in full but has failed to do so. To the contrary, none of GFF's agents promised to make payment in full for the amount requested by Plaintiff.

WHEREFORE, the Defendant Giuseppe's Finer Foods, Inc. requests that this Court enter judgment against Plaintiff and in favor of the Defendant on Plaintiff's claims and award such other and further relief as this Court deems proper.

**NEW MATTER**

1. GFF incorporates the averments in the responses set forth at paragraphs 1 through 7 above as if fully set forth herein.

2. Plaintiff's claims are barred or reduced by Plaintiff's own breach of the agreement between Plaintiff and GFF. Plaintiff breached said agreement by delivering machinery, a type of grinder, without any safety features. Plaintiff knew GFF intended its employees to operate and be in close proximity to this machinery; however, Plaintiff failed to provide machinery that could be safely operated by GFF employees or be safely operated in close proximity to GFF employees.

3. Plaintiff's claims are barred or reduced by the amount of money that GFF had to expend in order to have the machinery be operated safely by GFF employees in compliance with the law.

4. Plaintiff's claims are barred or reduced by Plaintiff's breaches of the implied warranties of merchantability and fitness for particular purpose, because the machinery cannot be used as intended or for its ordinary purposes without electrical safety controls or safety guards that GFF was required to install.

WHEREFORE, the Defendant Giuseppe's Finer Foods, Inc. requests that this Court enter judgment against Plaintiff and in favor of the Defendant on Plaintiff's claims and award such other and further relief as this Court deems proper.

#### **COUNTERCLAIM**

1. GFF incorporates the averments in the responses set forth at paragraphs 1 through 7 above and in paragraphs 1 through 4 above of the New Matter as if fully set forth herein.

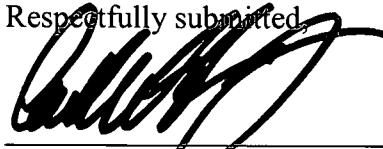
2. By reason of Plaintiff's breach of the agreement between Plaintiff and GFF and breach of the implied warranties of merchantability and fitness for particular purpose, GFF had to expend monies of its own to install electrical safety controls and safety guards onto the machinery in order for it to be operated safely by GFF employees in compliance with the law.

3. By reason of Plaintiff's breach of the agreement between Plaintiff and GFF and breach of the implied warranties of merchantability and fitness for particular purpose, GFF had to install safety devices onto the machinery resulting in the delayed use of the machinery causing damages to GFF, including lost profits and increased costs.

WHEREFORE, the Defendant Giuseppe's Finer Foods, Inc. requests that this Court enter

judgment against Plaintiff and in favor of the Defendant and award damages and such other and further relief as this Court deems proper.

Respectfully submitted,



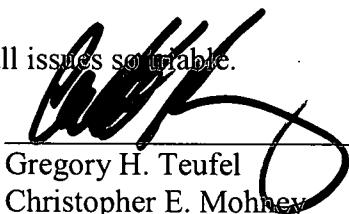
\_\_\_\_\_  
Gregory H. Teufel  
Sarah B. Heineman  
Christopher E. Mohney

DATED: 8/31, 2006

*Attorneys for Defendant GIUSEPPE'S FINER FOODS, INC.*

#### **JURY TRIAL DEMAND**

Defendant demands trial by jury on all issues so triable.



\_\_\_\_\_  
Gregory H. Teufel  
Christopher E. Mohney

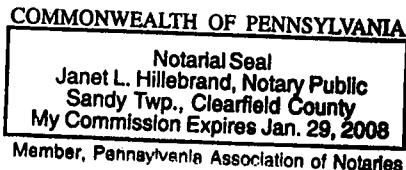
*Attorneys for Defendant GIUSEPPE'S FINER FOODS, INC.*

## VERIFICATION

I, Luke C. Sicard II, P.E., as Director of Engineering of GIUSEPPE'S FINER FOODS, INC., am authorized to make this verification on behalf of GIUSEPPE'S FINER FOODS, INC. and hereby verify that I have reviewed the information provided in the **Answer, New Matter, and Counterclaim** in response to the foregoing Complaint in Civil Action and that the information provided therein is true and correct to the best of my knowledge, information, and belief.

I give this Verification pursuant to 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Luke C. Sicard II  
Luke C. Sicard II, P.E. (signature)  
Date: 8/30/2006

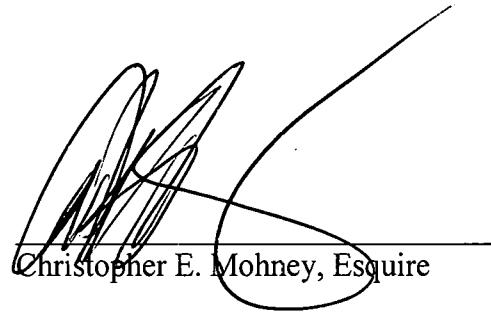


*Janet L. Hillebrand*  
8/30/06

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **Answer, New Matter and Counterclaim** was served upon the following by hand delivery this 1<sup>st</sup> day of September, 2006:

John R. Ryan, Esquire  
Belin & Kubista  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
Attorney for Plaintiff



Christopher E. Mohney, Esquire

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

BEPEX INTERNATIONAL, LLC, :  
Plaintiff :  
: :  
vs. : No. 06 – 1074 – C.D.  
: :  
GIUSEPPE'S FINER FOODS, INC., :  
Defendant :  
:

**REPLY TO NEW MATTER AND  
ANSWER TO COUNTERCLAIM**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

**FILED**

SEP 11 2006  
8/3/2011  
William A. Shaw  
Prothonotary/Clerk of Courts

4 (Enc to Am)

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

BEPEX INTERNATIONAL, LLC,	:
Plaintiff	:
	:
vs.	:
	No. 06 – 1074 – C.D.
GIUSEPPE'S FINER FOODS, INC.,	:
Defendant	:

**REPLY TO NEW MATTER**

NOW COMES Bepex International, LLC, Plaintiff above named, and by its Attorneys, Belin, Kubista & Ryan, files its Reply to the New Matter of Defendant as follows:

1. Paragraphs 1 through and including Paragraph 7 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
2. It is denied that Plaintiff has in any way breached the agreement between Plaintiff and Defendant, and strict proof thereof is demanded at the time of trial. By way of further response, at no time prior to the filing of this action was Plaintiff made aware of any dissatisfaction on the part of Defendant with regard to the machinery purchased by Defendant from Plaintiff.
3. Plaintiff is without knowledge as to any amounts expended by the Defendant as alleged, therefore the allegations of Paragraph 3 are denied, and strict proof is demanded at the time of trial. By way of further response, at no time prior to the filing of this action was Plaintiff made aware of any dissatisfaction on the part of Defendant with regard to the machinery purchased by Defendant from Plaintiff.
4. Denied for the reasons set forth at Paragraphs 2 and 3 herein above.

WHEREFORE, Plaintiff requests that judgment be entered in its favor and against the Defendant as set forth in Plaintiff's Complaint.

**ANSWER TO COUNTERCLAIM**

NOW COMES, Bepex International, LLC and by its Attorneys, Belin, Kubista & Ryan, files its Answer to the Counterclaim of Defendant as follows:

1. Paragraphs 1 through and including Paragraph 7 of Plaintiff's Complaint, and Paragraphs 1 through and including Paragraph 4 of Plaintiff's Reply to New Matter are incorporated herein by reference as if set forth at length.
2. Denied for the reasons set forth in Plaintiff's Reply to New Matter set forth herein above.
3. Denied for the reasons set forth in Plaintiff's Reply to New Matter set forth herein above.

WHEREFORE, Plaintiff requests that judgment be entered in its favor and against Defendant as set forth in Plaintiff's Complaint.

BELIN, KUBISTA & RYAN



---

John R. Ryan  
Attorney for Plaintiff

Reply to New Matter and  
I verify that the statements made in this Answer to 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.

BEPEX INTERNATIONAL, LLC

  
\_\_\_\_\_  
By: Warren White, Controller

CLEARFIELD, PENNSYLVANIA 16830  
P. O. BOX 1  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

**FILED**

**SEP 11 2006**

*William A. Shaw  
Prothonotary/Clerk of Courts*

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

BEPEX INTERNATIONAL, LLC, :  
Plaintiff :  
: :  
vs. : No. 06 - 1074 - C.D.  
: :  
GIUSEPPE'S FINER FOODS, INC., :  
Defendant :  
: :

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

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

**FILED**

SEP 13 2006

0/3:0/

William A. Shaw

Prothonotary/Clerk of Courts

100 C/c 

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

BEPEX INTERNATIONAL, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 06 – 1074 – C.D.
	:	
GIUSEPPE'S FINER FOODS, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of Reply to New Matter and Answer to Counterclaim filed on behalf of BEPEX INTERNATIONAL, Plaintiff in the above captioned matter, on the following parties by postage prepaid first-class United States mail, on the 12<sup>th</sup> day of September, 2006:

Gregory H. Teufel, Esquire  
Schnader Harrison Segal & Lewis, LLP  
Fifth Avenue Place, Suite 2700  
120 Fifth Avenue  
Pittsburgh, PA 15222-3010  
Attorney for Defendant

Christopher E. Mohney, Esquire  
25 East Park Avenue, Suite 6  
Du Bois, PA 15801  
Attorney for Defendant

BELIN, KUBISTA & RYAN



---

John R. Ryan  
Attorney for Plaintiff

CLEARFIELD, PENNSYLVANIA 16830  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN, KUBISTA & RYAN  
P. O. BOX 1

William A Shaw  
Prothonotary/Clerk of Courts

SEP 13 2006

FILED

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

BEPEX INTERNATIONAL, LLC,  
Plaintiff

vs.

No. 06 - 1074 - C.D.

GIUSEPPE'S FINER FOODS, INC.,  
Defendant

**PRAECIPE TO SETTLE,  
DISCONTINUE AND END**

Filed on behalf of  
Plaintiff and Defendant

Counsel of Record for Plaintiff:

John R. Ryan, Esquire  
Pa. I.D. 38739  
BELIN, KUBISTA & RYAN  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

Counsel of Record for Defendant:

Gregory H. Teufel, Esquire  
Pa. I.D. 73062  
Sarah B. Heineman, Esquire  
Pa. I.D. 91040  
SCHNADER, HARRISON SEGAL &  
LEWIS LLP  
Firm No. 061  
Fifth Avenue Place, Suite 2700  
120 Fifth Avenue  
Pittsburgh, PA 15222-3010  
(412) 577-5289

Christopher E. Mohney, Esquire  
Pa. I.D. 63494  
25 East Park Avenue, Suite 6  
Du Bois, PA 15801  
(814) 375-1044

FILED  
03/10am  
APR 11 2007  
300 &  
cert of  
disc. to  
CRAIG RYAN  
William A. Shaw  
Prothonotary/Clerk of Courts

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

BEPEX INTERNATIONAL, LLC,  
Plaintiff

vs.

No. 06 - 1074 - C.D.

GIUSEPPE'S FINER FOODS, INC.,  
Defendant

**PRAECIPE**

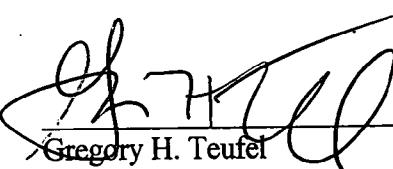
TO: WILLIAM SHAW, PROTHONOTARY

Please mark the above-captioned matter settled, discontinued and ended.

BELIN, KUBISTA & RYAN

  
John R. Ryan  
Attorney for Plaintiff

SCHNADER HARRISON SEGAL & LEWIS LLP

  
Gregory H. Teufel  
Attorney for Defendant

CLEARFIELD, PENNSYLVANIA 16830  
P.O. BOX 1  
15 NORTH FRDNST STREET  
ATTORNEYS AT LAW  
BELIN, KUBISTA & RYAN

FILED

APR 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Bepex International, LLC.**

Vs.  
**Giuseppe's Finer Foods, Inc.**

**No. 2006-01074-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 11, 2007, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Belin & Kubista .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of April A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary