

06-1254-CD

Stoncor Group vs Guiseppe's Finer Foods

2006-1254-CD
Stoncor Group et al vs Guiseppe's Finer

THIS IS NOT AN ARBITRATION CASE
ASSESSMENT OF DAMAGES HEARING IS NOT REQUIRED
JURY TRIAL IS NOT REQUIRED

FARR, BURKE, GAMBACORTA & WRIGHT, P.C.

Sergio I. Scuteri, Esquire

PA ID# 76934

Suite 1300, Constitution Place
325 Chestnut Street
Philadelphia, Pennsylvania 19106
Telephone: (215) 751-0919

ATTORNEYS FOR PLAINTIFF
StonCor Group, Inc.

FILED

m/2:05pm

AUG - 4 2006

cc \$85.00 Atty
ICC Atty Scuteri
ICC Sh-f

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

STONCOR GROUP, INC. by and through its
Stonhard Division
One Park Avenue
Maple Shade, NJ 08052

Plaintiff,

v.

GUISEPPE'S FINER FOODS, INC.
2592 Oklahoma-Salem Road
Dubois, PA 15801

**William A. Shaw
Prothonotary**

DOCKET NO. *06-1254-C0*

CIVIL ACTION

Defendant.

NOTICE

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

AVISO+

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor de demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telefono: (814) 764-2641 ext. 5982

FARR, BURKE, GAMBACORTA & WRIGHT
A Professional Corporation
By: Sergio I. Scuteri, Esquire
Identification No. 76934
325 Chestnut Street, Suite 1300
Philadelphia, PA 19106
Telephone No. (215) 751-0919
Telecopier No. (856) 813-2743

Attorneys for Plaintiff

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

STONCOR GROUP, INC. by and through its	:	
Stonhard Division	:	DOCKET NO.
One Park Avenue	:	
Maple Shade, NJ 08052,	:	CIVIL ACTION
Plaintiff	:	
v.	:	
GIUSEPPE'S FINER FOODS, INC.	:	
2592 Oklahoma-Salem Road	:	
Dubois, Pennsylvania 15801,	:	
Defendant	:	

COMPLAINT

The Plaintiff, StonCor Group, Inc. by and through its Stonhard Division ("StonCor"), a corporation organized under the laws of the State of Delaware with offices located at One Park Avenue, Maple Shade, New Jersey 08052, by way of Complaint against Defendant says:

PARTIES

1. StonCor is a corporation organized under the laws of the State of Delaware with offices located at One Park Avenue, Maple Shade, New Jersey 08052.

2. Defendant, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), is a corporation organized under the laws of the Commonwealth of Pennsylvania with offices located at 2592 Oklahoma-Salem Road, Dubois, Pennsylvania 15801.
3. Venue is proper in Clearfield County, Pennsylvania because both parties conduct business in said county and because the property that is the subject of this litigation is located in said county.

**FIRST COUNT
BREACH OF CONTRACT
(StonCor v. Giuseppe's)**

4. StonCor repeats and makes a part hereof each and every allegation contained in Paragraphs 1 through 3 inclusive as if set forth herein at length.
5. On or about January 7, 2005, StonCor and Giuseppe's entered into a contract in the form of a Purchase Order wherein in exchange for payment by Giuseppe's, StonCor manufactured, supplied and installed certain quantities of its proprietary flooring system at Giuseppe's processing facility located at 2592 Oklahoma-Salem Road, Dubois, Pennsylvania 15801 (the "Project"), as more particularly set forth in the Contract.
6. The Purchase Order was supplemented by way of two Change Orders also known as Authority for Additional Work dated June 1, 2005 and June 6, 2005. Copies of the Purchase Order and of the two Change Orders (collectively "Contract") are attached hereto as Exhibit "A".
7. The total agreed upon Contract price was \$153,165.40.

8. StonCor delivered all materials and performed all services as called for under the parties' Contract, the final work by StonCor was performed on the Project on or about June 29, 2005.
9. Pursuant to the terms of the Contract, payment of 100% of the Contract price was due within thirty (30) days of completion of StonCor's work.
10. To date, StonCor has been paid a total of \$142,210.97 on the Contract, leaving a contract balance of \$10,954.43.
11. On May 12, 2006, Giuseppe's Chief Operating Officer, Allan Simpson, acknowledged that Giuseppe's owes StonCor the balance due on the Contract. A copy of the May 12, 2006 letter is attached hereto as Exhibit "B".
12. Despite Giuseppe's acknowledging that it owes the Contract balance to StonCor, and despite StonCor's repeated demands for payment, Giuseppe's have wholly neglected and refused to pay the same or any part thereof.
13. Giuseppe's failure to make payments as aforesaid constitutes a breach of the parties' Contract.
14. Pursuant to 73 Pa.C.S.A. §507(d), StonCor is also entitled to interest in the amount of 1% per month or portion thereof from February 28, 2005 through the date that Giuseppe's finally makes payment in full. The per diem interest rate is \$3.60 and total interest due as of July 25, 2006 is \$1,846.80.

WHEREFORE, Plaintiff, StonCor Group, Inc. by and through its Stonhard Division, demands judgment on this Count in its favor and against Defendant, Giuseppe's Finer Foods, Inc., in an amount not in excess of \$50,000.00, together with all interest from February 28, 2005,

reasonable attorney's fees, costs of suit and such other and further relief as may be just and equitable.

**SECOND COUNT
UNJUST ENRICHMENT
(StonCor v. Giuseppe's)**

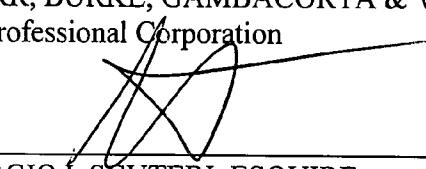
15. StonCor repeats and makes a part hereof each and every allegation contained in Paragraphs 1 through 14 inclusive as if set forth herein at length.
16. As a result of StonCor fulfilling its end of the Contract, Defendant Giuseppe's has received value in the form of a fully functioning flooring system which it has been using for quite some time to generate income for its benefit and to the detriment of StonCor.
17. As a result of Giuseppe's non-payment to StonCor, Giuseppe's has been unjustly enriched to the detriment of StonCor.

WHEREFORE, Plaintiff, StonCor Group, Inc. by and through its Stonhard Division, demands judgment on this Count in its favor and against Defendant, Giuseppe's Finer Foods, Inc., in an amount not in excess of \$50,000.00, together with all interest from February 28, 2005, reasonable attorney's fees, costs of suit and such other and further relief as may be just and equitable.

FARR, BURKE, GAMBACORTA & WRIGHT
A Professional Corporation

Dated: 7/31/06

By:



SERGIO I. SCUTERI, ESQUIRE
Attorneys for Plaintiff

VERIFICATION

I, Stephanie Truran, am an employee of the Plaintiff corporation and I am familiar with the account that the Plaintiff maintains in this matter, and I am authorized to make this Verification. I have read the facts set forth in the attached Complaint and they are true based upon my personal knowledge except as to those alleged upon information and belief. As to the latter allegations, I believe them to be true based on information available to me.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. This verification is made Subject to the penalties of 18 Pa.C.S.A. Section 4909 relating to unsworn falsifications to authorities.

Dated: 7/26/06


STEPHANIE TRURAN

Giuseppe's

FINER FOODS

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	00137	12/30/2004	19011

Received

PURCHASE ORDER

JAN - 7 2005

Accounting
StonCor Group, Inc.

V
E
N
D
O
R
STONEHARD FLOORING
ONE PARK AVENUE
MAPLE SHADE, NJ 08052

S
H
I
P
T
O
Giuseppe's Finer Foods
2592 Oklahoma Salem Road
PO Box 687
DuBois, PA 15801

ORDER DATE	CANCELLATION DATE	SHIP VIA	F.O.B.		TERMS			
12/30/2004	1/31/2005	BEST METHOD			NET 30			
RESALE NO.		RESPONSIBILITY	BRANCH					
ITEM NO. MFG. NO.	DESCRIPTION		REQ. DATE LOCATION	QUANTITY ORDERED	QUANTITY BACK ORD	QTY REC	UNIT PRICE	EXTENSION
	INSTALL OF FLOORING IN PRODUCTION AREA RESTROOMS, LOCKER ROOMS, LOBBY & VESTIBULE, PER QUOTE INSTALL DATES AS FOLLOWS: LOBBY/LOCKER ROOMS: 2/15/05 PROCESSING ROOMS: 3/1/05 COLOR TO BE SELECTED BY 1/31/05 MEETING WITH J. GOLDSTEIN TO SCHEDULE INSTALLATION BY 1/31/05		2/15/2005	1.00			117,895.00	117,895.00
SUBTOTAL								
PURCHASE ORDER NO.								
TOTAL ORDER VALUE								

AUTHORIZED SIGNATURE

ORDER TERMS AND CONDITIONS

1. INVOICES must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping.
2. 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.
3. The right is reserved, to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments.
5. 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.
6. Back orders must be prepaid when less than a minimum freight shipment.
7. 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, government control, we shall have the option of cancelling undelivered orders in whole or part.
8. Acceptance of this purchase order, or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.

EXHIBIT

"A"



PAGE NO.	P.O. NO.	ORDER DATE	VEND NO.
2	00137	12/30/2004	19011

PURCHASE ORDER

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

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

V STONEHARD FLOORING
E ONE PARK AVENUE
N MAPLE SHADE, NJ 08052
D
O
R

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	F.O.B.		TERMS		
12/30/2004	1/31/2005	BEST METHOD			NET 30		
RESALE NO.		RESPONSIBILITY	BRANCH				
ITEM NO. MFG. NO.	DESCRIPTION	REQ. DATE LOCATION	QUANTITY ORDERED	QUANTITY BACK ORD	QTY REC	UNIT PRICE	EXTENSION

SUBTOTAL

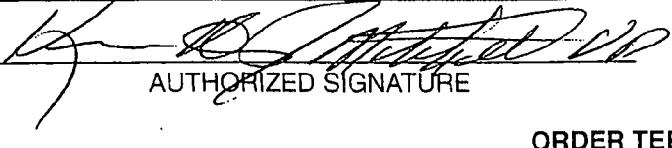
117,895.00
PURCHASE ORDER NO.

117,895.00

00137

TOTAL ORDEF
VALUE

PER QUOTE #04370294
DATED 12/1/04


AUTHORIZED SIGNATURE

ORDER TERMS AND CONDITIONS

1. INVOICES must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping.
2. 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.
3. The right is reserved, to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments.
5. 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.
6. Back orders must be prepaid when less than a minimum freight shipment.
7. 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.
8. Acceptance of this purchase order, or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.

PURCHASE ORDER — CONDITIONS

1. Title to the goods and all risk of loss during shipment, and if from foreign point until approval by United States Governmental Department or Agency having jurisdiction, shall be in Seller irrespective of F.O.B. point or other terms if shipment is from a foreign point. Seller shall comply fully with the provisions of the customs laws of the country of import in regard to valuation for duty, etc.
2. Seller must show delivering carrier on Bill of Lading and must follow Buyer's routing instructions unless (1) lower transportation charges would result from use of one of the package services available or (2) deviation is necessary to protect transit or lowest rate making route. Excess transportation or other costs resulting from any other deviation shall be borne by Seller.
3. Seller's name and Buyer's purchase and shipping order numbers must be on all invoices, packages, shipping documents and correspondence.
4. Discount period shall begin when Buyer shall have received both invoice and proper shipping papers, or upon Buyer's receipt of goods, whichever is later.
5. Time of delivery is of the essence of this Order. If Seller fails to make shipment as per time specified herein, or if no time is specified, within five days of receipt of shipping order, Buyer reserves the right to refuse any goods and cancel this order, and any advance payments shall be returned to Buyer within 5 days. Buyer may cancel any portion of this Order which remains unfilled after the beginning of any bankruptcy proceedings by or against Seller or after the appointment of any assignee for the benefit of Seller's creditors or of a receiver. Buyer's partial payments to obtain discounts, payment for, or acceptance of all or any part of the order shall not bind Buyer to accept future shipments nor deprive it of the right to cancel or to return at Seller's expense all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs and other consequential and special damages occasioned by the Buyer. Such rights shall be in addition to any other remedies provided by law.
6. Buyer reserves the right to reject any articles or materials not in accordance with warranties, or shipped contrary to shipping instructions, and to return same at Seller's risk and expense, with all handling and incoming and outgoing transportation charges for Seller's account. Unless otherwise specified, Buyer's count and/or weight will be accepted as final. Articles or materials returned are not to be replaced except on written instructions from Buyer. Failure to give notice of defects to Seller shall not constitute a waiver of breach of warranty or of any other condition.
7. Seller warrants that the articles and materials furnished under this Order will comply with the specifications, are fit for the purpose intended and merchantable, and are subject to Buyer's inspection upon receipt, as referred to under Paragraph 6 above. Seller warrants all articles and materials to be free from defects in materials or workmanship. If any articles or materials are foods or drugs, or are ingredients, or for use in the manufacture thereof. Seller guarantees that such articles or materials are produced, manufactured, processed, labeled, marked and shipped in accordance with all applicable Federal, state and local laws, not adulterated, contaminated by foreign materials, misbranded, mis-labeled or falsely invoiced within the meaning of the Federal Food and Drug and Cosmetic Act, and are not goods which may not under the provisions of sections 404 or 505 of the Act, be introduced into interstate commerce, and are not in violation of the provisions of the Food Additives Amendments of 1958. Seller warrants that no process or ingredient was used in the course of manufacture thereof which violates any food or sanitary or any other laws or rules which may be applicable. If any articles or materials are for use as equipment for holding, handling, or processing of food, or are materials for the packaging thereof, or are a component of such packaging materials, seller guarantees such articles or materials are not in violation of said Food Additives Amendment. All warranties and conditions shall survive acceptance and buyer reserves the right to require Seller to replace any articles and materials not supplied in accordance with the warranties free of cost to Buyer. To the extent that any Federal, state or local laws or ordinances are applicable to the goods furnished hereunder, the guarantees contained in such laws and ordinances or rules and regulations issued thereunder are incorporated herein by reference and shall be continuing and binding upon Seller.
- Seller warrants, for a period of one year from date of installation and/or acceptance, that all articles and materials furnished or installed pursuant to this Order will function satisfactorily, if either installed by Seller or properly installed by others, and if operated and maintained in accordance with normal operating procedures and Seller's instructions, if any.
- Seller warrants that all applicable provisions of the Fair Labor Standards Act, as amended and of regulations and orders issued thereunder will be complied with and that nothing furnished hereunder shall be manufactured in violation of any Federal or State Child Labor, Wage & Hour, or Occupational Safety & Health Law. In connection therewith, Buyer may upon notice, inspect Seller's plant and facilities at reasonable times to determine compliance with warranties.
- Seller warrants that the prices for goods purchased hereunder and all allowances made and services provided in connection therewith are not discriminatory and not violative of the Federal Trade Commission Act of the Robinson-Patman Act, or any similar applicable State or Federal Law or any regulation, rule, order or decision pertaining thereto, and Seller shall so certify when and in such form as Buyer may require.
- Seller shall comply with the Equal Employment Opportunity Clause in Section 202 of Executive Order 11246 as amended and the Affirmative Action Clauses in 41CFR60-250-4 and 41CFR60-741.4 relative to affirmative action for veterans and the handicapped and applicable implementing rules and regulations of the Office of Federal Contract Compliance Programs which are incorporated herein by specific reference. Seller will comply with all State and Federal Laws regarding occupational safety and health.
- Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer, its successors, assigns and customers harmless from all liability, loss, damage and expenses, including reasonable counsel fees, incurred or sustained by Buyer, or its successors, assigns or customers by reason of the failure of goods to conform to the warranties in this Order. Such indemnity shall be in addition to any other remedies provided by law, shall survive acceptance of the goods and payment therefor by the Buyer.

Seller agrees to defend and indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed secrets, trademark, patent or copy right infringements or other literary or artistic rights affecting the articles or materials furnished hereunder, or any litigation based thereon, and such obligation shall survive acceptance of the goods and payment therefor by Buyer.

If this Order relates to procurement of, or work on, machinery or equipment differing in structure or mode of operation from any item previously made by seller, Seller agrees that every invention, improvement, discovery (whether or not patentable) conceived or first actually reduced to practice in filling this Order, or in the performance of any research, design or development work relating to the subject matter of this Order and which was done at the request of Buyer, shall be sole property of the Buyer. Seller shall keep such inventions, improvements or discoveries in strictest confidence and shall neither use nor divulge any information relative thereto without Buyer's written consent.

Seller agrees to indemnify and save Buyer harmless and upon request defend Buyer from all loss, liability, damages and claims for damages, suits, recoveries, judgements, executions (including costs, expenses, and reasonable attorney's fees) which may be made, had, brought or recovered by reason of or on account of injury to the property of any person whomsoever, or to any person (including death resulting therefrom) including Seller and its employees, caused by, arising from, incident to, connected with or growing out of this Order. If this Order covers the performance of labor at Buyer's premises or if the performance of labor by Seller at the Buyer's premises results from or is incidental to the Seller's supplying the articles, material, equipment, parts and/or work covered by this Order, Seller shall carry Workers' Compensation, Public Liability, Bodily Injury and Property Damage Insurance, and Automobile Liability, Bodily Injury and Property Damage Insurance. Said insurance shall be in amounts and with companies satisfactory to Buyer. Seller, upon request of Buyer, shall submit policies or certificates of insurance covering all required insurance to Buyer for approval before beginning the work. In case of failure to furnish said policies and/or certificates of insurance, or cancellation of any required insurance, Buyer may terminate this order.

10. Any designs, tools, patterns, drawings, equipment, or other information supplied by Buyer to Seller in relation to or for use in supplying articles and/or services ordered hereunder shall remain the sole property of Buyer. By accepting this Order Seller expressly agrees that it will keep such material in strictest confidence and will neither use or disclose to others any information relative thereto without Buyer's written consent. On completion of this Order, all such materials shall be returned to Buyer.
11. Seller shall not, without Buyer's written consent, charge Buyer higher prices than specified herein, or if this Order does not contain a price term, charge prices higher than last charged or quoted for goods or services described herein. Discount offered for cash is to appear on invoices. Bills will be paid by voucher checks. NO DRAFTS WILL BE ACCEPTED, unless by prior arrangement. Delay in mailing invoices at time of shipment, and any errors on or omissions from statements or invoices, will be considered just cause for withholding settlement and shall give Buyer the right to compute discount terms from date of receipt of invoice. If before all deliveries under this Order are completed, Seller reduces its price on the articles or materials covered hereunder for the quantity ordered, Buyer will receive benefit of such reduction on any undelivered portion of this order.
- In the event of an imposition of any tax on the articles and materials furnished hereunder which must be borne by Buyer, Seller agrees to remit to Buyer any refund which Seller might receive by reason of the unwarranted collection of such tax. No charges will be allowed for packing, boxing, drying or storage unless stated herein. When terms of delivery or conditions of this Order are F.O.B. Buyer's plant, all transportation charges shall be paid by Seller. Shipments shall be made by routes or methods affording the lowest costs, unless specified by Buyer.
12. If this Order specifies the furnishings of a Bond, Seller will arrange to have issued Faithful Performance and/or Maintenance Bonds in an amount commensurate with this Order; these Bonds are to be executed and paid for by Seller as principal, and filed with Buyer.
13. Seller may not, without Buyer's written consent, assign or transfer, voluntarily or by operation of law, this Order, nor subcontract with any other party for performance hereunder. Buyer may assign its rights and obligations hereunder, in whole or in part, to any party without the consent of Seller.
14. Fires, accidents, or strikes. In the plants of either party, war conditions or Governmental acts or regulations, or other causes beyond the control of parties, rendering Buyer unable to receive or Seller to deliver, or cessation of operation Buyer's plant for which order is destined, may, at the option of either party, render this Order inoperative during the continuance thereof, provided that if any such cause continues for more than thirty days, Buyer may at its option, cancel this Order.
15. This Order and any specifications attached hereto by Buyer contain the entire understanding of Buyer and Seller. None of the terms and conditions contained in this Order may be added to, modified, superseded or otherwise altered, nor shall any agreement or other understanding purporting to modify the terms and conditions hereof be binding upon Buyer unless otherwise agreed to by Buyer in writing on or subsequent to the date of this Order. Each shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein, and no terms or conditions in any quotation, confirmation or acknowledgement heretofore or hereafter sent by Seller, contrary to those set forth in this Order shall apply notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer. The furnishing of any goods or services hereunder shall, at Buyer's option, constitute Seller's acceptance of the terms and conditions stated on both sides of this Order.
16. This Order shall be construed in accordance with the laws of the State of Pennsylvania.

STONHARD**AUTHORITY FOR ADDITIONAL WORK****TO: STONHARD**Date: 5-12-05Location: Production AreasOrder or Contract Number: 509633

I authorize Stonhard to furnish all necessary equipment, materials and labor to perform work described below and to charge account.

International Custom Products

Firm

Luke Seward 5/31/05

Signature of Authorized Agent

Director of Engineering

Title

Reviewed & ApprovedJUN 1 2005Manhattan**DESCRIPTION OF WORK****AMOUNT**

Widening, re-cutting and filling the control joints in the production area

\$ 4,600.00

CIP room with additional mobilization- material to be shipped and billed week of 5/23 with installation in June 05 - as per quote 04373254

13,965.00

~~- 3,000.00~~Delete additional mobilization from
Lobby Restroom as per quote 04373254

472.00

Footbaths - 4" wide 1/2" high rounded curb to be installed in a 4' X 4' Square to the 7 footbaths underneath the flooring

407.40

Ingredient & Cheese grind as per email 5/12/05

9,818.00

Screed Joint grout repair as per email 5/12/05

4,508.00

Total

\$ 33,770.40~~- 3000~~\$ 30,770.40

STONHARD**AUTHORITY FOR ADDITIONAL WORK****TO: STONHARD**Date: 6/6/05Location: International Custom Products - Prod. AreaOrder or Contract Number: 509633

I authorize Stonhard to furnish all necessary equipment, materials and labor to perform work described below and to charge account.

Firm

Signature of Authorized Agent

Title

DESCRIPTION OF WORK

Mobilization Charge & cost to double
blastracs Production Area floors

First Blast 6/6/05

Second Blast prior to floor install
(tentatively 6/20/05 start)

AMOUNT

\$ 4,500.00

Reviewed & Approved

JUN 7 2005

Marie A. Finch

2006 11:37 From-INTL CUSTOM PROD

+18148780718

T-484 P.002/005 F-440

Friday, May 12, 2006**John Goldstein
Stonhard****Mr. Goldstein:**

I'm faxing you a letter from the Commonwealth of Pennsylvania outlining their plan for loan guarantees and grants to Giuseppes Finer Foods.

We also have a verbal commitment from a USDA program with loan guarantees that will be provided to Giuseppes.

Both of these programs will allow our banks to free funds to us to ensure you are paid in full. Paper work is being completed and information provided to the State and the USDA and we believe a resolution is possible by the end of this month.

We appreciate your patience and we hope to be sending you the balance very soon.

Regards,

**Allan Simpson
COO
Giuseppes Finer Foods
2592 Oklahoma-Salem Road
Du Bois, PA 15801
814 372 5419
814 590 2197**

EXHIBIT**"B"**

Farr, Burke, Gambacorta & Wright

Attorneys at Law / A Professional Corporation
1000 Atrium Way • Suite 401 • P.O. Box 669 • Mt. Laurel, NJ 08054 • 856-813-2720 • Telecopier 856-813-2743

e-mail: sscuteri@farrlawnet.com

August 2, 2006

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

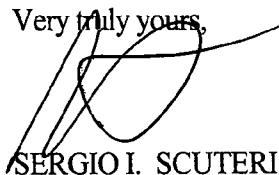
RE: Stoncor Group, Inc. v. Guiseppe's Finer Foods, Inc.

Dear Sir or Madam:

This firm represents The StonCor Group, Inc. in the above matter. Enclosed please find an original and two copies of a notice to plead and complaint.

Kindly file the original and return a filed copy to me in the envelope provided. Then could you please forward the remaining filed copy of the Notice to Plead and Complaint to the Sheriff along with the enclosed envelope addressed to the Sheriff.

Our check is enclosed to cover costs. Thank you.

Very truly yours,

SERGIO I. SCUTERI

SIS/lb
Enc.
Cc: Stoncor Group, Inc.
Attn: Kerri Niemeyer

M. Leroy Cobbin
1903-1992

Thomas C. Burke ▲
Bari J. Gambacorta ▲
William G. Wright ▲●

Sergio I. Scuteri ▲●
Allyson V. Lantolf ▲

▲ Admitted in NJ
● Admitted in PA
▼ Admitted in DE
■ Certified Civil Trial Attorney

Delaware Office
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101798
NO: 06-1254-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: STONCOR GROUP, INC. by and through its Stonhard Division
vs.
DEFENDANT: GUISEPPE'S FINER FOODS, INC.

SHERIFF RETURN

NOW, August 14, 2006 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON GUISEPPE'S FINER FOODS, INC. DEFENDANT AT 2592 OKLAHOMA-SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANET HILLEBRAND, BENEFITS COORDINATOR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
0/2/2006
AUG 17 2006
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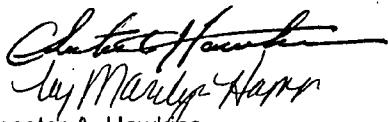
William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FARR	77575	10.00
SHERIFF HAWKINS	FARR	77575	34.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FARR, BURKE, GAMBACORTA & WRIGHT
A Professional Corporation
By: Sergio I. Scuteri, Esquire
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Attorneys for Plaintiff

FILED 1CC
M 1:30 PM Atty Scuteri
JAN 18 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

STONCOR GROUP, INC. by and through its	:	
Stonhard Division,	:	DOCKET NO. 06-1254-CD
Plaintiff	:	CIVIL ACTION
v.	:	
GIUSEPPE'S FINER FOODS, INC.,	:	
Defendant	:	

SETTLEMENT AGREEMENT

WHEREAS, StonCor Group, Inc. by and through its Stonhard Division ("StonCor"), entered into a contract with Giuseppe's Finer Foods, Inc. ("Giuseppe's") for the manufacture, supply and install by StonCor of proprietary flooring system at Giuseppe's processing facility located at 2592 Oklahoma-Salem Road, Dubois, Pennsylvania 15801 (the "Project") in exchange for payment by Giuseppe's; and

WHEREAS, StonCor delivered materials and performed services under the parties' contract and in exchange Giuseppe's made partial payment to StonCor; and

WHEREAS, a dispute arose between the parties as to the materials delivered and services performed by StonCor under the contract, resulting in Giuseppe's withholding payment of the final \$10,954.43 due to StonCor under the contract ("Contract Balance"); and

WHEREAS, on August 4, 2006, StonCor initiated this lawsuit to recover the Contract Balance plus interest; and

WHEREAS, the time in which Giuseppe's may Answer or otherwise move as to the Complaint has been extended by the parties; and

WHEREAS, on September 20, 2006 the parties conducted a site inspection for the purpose of determining whether an amicable compromise may be reached; and

WHEREAS, the parties have agreed to settle the matter, without any further Court involvement, along the terms set forth herein;

NOW, THEREFORE, the parties hereto, by their respective counsel, intending to be legally bound, hereby stipulate and agree as follows:

1. On or before November 16, 2006, Giuseppe's shall deposit into the attorney trust account of Farr, Burke, Gambacorta & Wright the entire Contract Balance of \$10,954.43, which sum shall be held in escrow for the benefit of StonCor and subject to the terms set forth herein. If the closing on the pending refinance with First Commonwealth Bank does not occur on or before November 15, 2006, then, at StonCor's option, this agreement shall be null and void or the deadline for payment hereunder shall be extended to a date one day after the date of the rescheduled closing.
2. Upon receipt of written confirmation by its attorney that the Contract Balance has been deposited into its attorney trust account, StonCor and Giuseppe's shall coordinate a date certain for the performance by StonCor of repair work as more particularly set forth herein.

3. The parties shall agree on the date certain by no later than seven (7) business days after the date in which StonCor's counsel receives written confirmation by Giuseppe's counsel that the Contract Balance has been deposited into its attorney trust account. The date certain for the repairs shall be no later than January 31, 2007 unless otherwise mutually extended by the parties.
4. Farr, Burke, Gambacorta & Wright shall release the Contract Balance to StonCor so that the Contract Balance is received by StonCor within seven (7) calendar days after written notification from Giuseppe's attorney of satisfactory completion of the agreed upon repairs as set forth below, which notification shall not be unreasonably withheld.
5. The agreed upon repairs are limited to the following:
 - a. COVE BASE REPAIR – StonCor shall repair delaminated or cracked cove base by cutting out the affected areas, re-troweling the cove base, and sealing the cove base. The affected areas are limited to the following: Fill Room (40 linear feet in three areas); Cheese and Bredo Room (34 linear feet in five areas); and Culture Room (31 linear feet in four areas).
 - b. DOORWAY CRACKS – StonCor shall repair two (2) 3-foot cracks off of the main doorways in the Fill Room. These areas will be saw cut and the saw cut will then be filled with Stonflex MP7 elastomer.
 - c. ADDITIONAL COVE BASE – StonCor shall install 24 linear feet of cove base along the wall dividing the Fill Room and Cheese Room (12 feet per side).

6. In addition to and separate from the agreed upon repairs, Giuseppe's asserts that the CIP Room floor cleanouts were not completed properly by StonCor, while StonCor denies this assertion. This issue was not raised by Giuseppe's at the time of the September 20, 2006 site inspection and is not part of the settlement agreement. Nonetheless, while on site performing the agreed upon repairs, StonCor shall inspect the CIP Room area and if, at StonCor's sole and reasonable discretion, the issues with the CIP Room are warranty items, the repair will be made at no cost to Giuseppe's. It is expressly understood that resolution of the CIP Room issue shall not be considered a condition precedent, or otherwise tied to, the release by Giuseppe's of the Contract Balance.
7. After completion by StonCor of the agreed upon repairs and payment and clearance by Giuseppe's of the Contract Balance to StonCor, the parties shall cause to be filed with the Court a Praeclipe to Settle, Discontinue and End, with each party bearing their own costs.
8. Nothing contained herein shall be contemplated or considered by the parties as an extension of any warranty previously given by StonCor for the services rendered and materials provided.
9. The Court shall retain jurisdiction to construe and enforce this Settlement Agreement.
10. Upon execution of this Agreement, StonCor agrees to provide to First Commonwealth Bank written confirmation that StonCor and Giuseppe's have entered into acceptable arrangements for payment. Furthermore, StonCor agrees to subordinate any current liens, and the right to file any liens in the future on any assets of ICP Global Holdings, Inc. or Giuseppe's to the liens of First Commonwealth Bank.

11. Unless specified below, all notices, requests, or other communications desired or required to be given under this Settlement Agreement shall be in writing and shall be sent by (a) regular mail, postage prepaid or (b) facsimile, as follows:

(a) If to StonCor: Sergio I. Scuteri, Esquire
Farr, Burke, Gambacorta & Wright, P.C.
1000 Atrium Way, Suite 201
Mount Laurel, NJ 08054
Fax (856) 813-2743

(b) If to Giuseppe's: Gregory Teufel, Esquire
Schnader, Harrison, Segal & Lewis, LLP
120 Fifth Avenue
Pittsburgh, PA 15222
Fax (412) 765-3858

12. This Settlement Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings.

13. This Settlement Agreement may not be changed, modified or terminated except by a written instrument agreed to and executed by the parties hereto.

14. No waiver by either party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal so to comply.

15. This Settlement Agreement is binding on the successors, heirs and legal representatives of the parties.

16. This Settlement Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

17. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement shall be construed as if drafted jointly by the parties and no presumption

or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Settlement Agreement.

18. Each party is entering into this Settlement Agreement voluntarily, without duress, with the consultation and advice of its legal counsel, and with full understanding of its terms.
19. This Settlement Agreement and/or any documentation contemplated or required in connection herewith may be executed in any number of counterparts each of which shall be deemed an original and all of which shall be considered one and the same document.
20. This Settlement Agreement has been reviewed by the various parties hereto and they agree to the terms and conditions set forth herein.

Accordingly, the parties hereto, or their respective counsel, set forth their intention to be legally bound by placing their hands and seals on the date set forth above.

WITNESS OUR HANDS AND SEALS

STONCOR GROUP, INC. by and through its
STONHARD DIVISION

Dated:

By:
Its:

Stephanie Truman

Dated:

By:
Its:

GIUSEPPE'S FINER FOODS, INC.
John V. Belotti