Folder #1

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY

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LAVIETA LERCH, ESQUIRE
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AMBER L. RICHARDS
ADMINISTRATIVE ASSISTANT
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IN RE
Arrowhead Conveyor v Giuseppe's Finer Foods
No. 309 WDA 2019
Associated Cases: 351 WDA 2019 consolidated Cross Appeal
Trial Court Docket No. 2006-2159-CD

RECORD
SEP 12 2019
PITTSBURGH OFFICE OF
SUPERIOR COURT

309 & 351 WDA 2019

Dear Parties:

Please be advised that the original record with 2 Concise Statements (one for both plaintiff and defendant) in the above-captioned case was mailed to Superior Court this 5th day of September, 2019. Attached is a copy of the document index for your records.

Sincerely,

Brian K Spencer,
Prothonotary/Clerk of Courts

BKS/AR attachments

Record. 10 parts
Trans. - 11
Ex. - 2 parts
(set of papers + plastic bag)
Misc Papers. 1 set
Briefs - 2

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
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ARICHARDS@CLEARFIELDCO.ORG

Interested Parties:

Fredric Joseph Ammerman, President Judge
Clearfield CO. Courthouse
230 E. Market Street
Clearfield PA 16830

Superior Court of Pennsylvania
310 Grant Street Suite 600
Pittsburgh PA 15219-2297

Stuart L. Kurtz, Senior Judge
Specially Residing
Court Admin.
Huntingdon Co. Courthouse
233 Penn Street 2nd floor
Huntingdon County PA 16652

David E Grine Sr Senior Judge
Specially Residing
Courthouse Annex
Allegheny County
108 South Allegheny St.
Bellefonte PA 16823

Jonathan Rudd, esquire
100 Pine Street
PO Box 1166
Harrisburg PA 17108

John Sughrue, esquire
225 East Market Street
Clearfield PA 16830

Gregory Teufel, esquire
1575 McFarland Rd Suite 201
Pittsburgh PA 15216

Christopher Mohney, esquire
51 Beaver Drive, Suite 1
DuBois PA 15801



9:47 A.M.

2006-2159-CD

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 351 WDA 2019

Page 1 of 4

March 5, 2019

Secure

CAPTION

Arrowhead Conveyor Corporation and Busse/SJI Corporation

v.

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck
Appellants

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: March 5, 2019 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Assumpsit

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement
Next Event Due Date: March 19, 2019

Next Event Type: Original Record Received
Next Event Due Date: April 30, 2019

COUNSEL INFORMATION

Appellant **Raybuck, Dennis V.**

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Teufel, Gregory Hugh
Bar No: 073062
Law Firm: OGC Law, LLC
PACFile Registered: Yes
Address: Ogc Law LLC
615 Washington Rd Ste 405
Pittsburgh, PA 15228
Phone No: (412) 253-4622 Fax No:
Receive Mail: No
Receive EMail: No EMail Address: gteufel@ogclaw.

Remember to set reminder wred docketing statement April 24th

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

SEP 05 2019

A TRUE COPY ATTEST: PROTHONOTARY/CLERK

Superior Court of Pennsylvania

Secure

COUNSEL INFORMATION

Appellant **ICP Global Holdings, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney:	Teufel, Gregory Hugh
Bar No:	073062
Law Firm:	OGC Law, LLC
PACFile Registered:	Yes
Address:	Ogc Law LLC 615 Washington Rd Ste 405 Pittsburgh, PA 15228
Phone No:	(412) 253-4622 Fax No:
Receive Mail:	No
Receive EMail:	No EMail Address: gteufel@ogclaw.net

Appellant **ICP Asset Management, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney:	Teufel, Gregory Hugh
Bar No:	073062
Law Firm:	OGC Law, LLC
PACFile Registered:	Yes
Address:	Ogc Law LLC 615 Washington Rd Ste 405 Pittsburgh, PA 15228
Phone No:	(412) 253-4622 Fax No:
Receive Mail:	No
Receive EMail:	No EMail Address: gteufel@ogclaw.net

Appellant **Giuseppe's Finer Foods, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney:	Teufel, Gregory Hugh
Bar No:	073062
Law Firm:	OGC Law, LLC
PACFile Registered:	Yes
Address:	Ogc Law LLC 615 Washington Rd Ste 405 Pittsburgh, PA 15228
Phone No:	(412) 253-4622 Fax No:
Receive Mail:	Yes
Receive EMail:	Yes EMail Address: gteufel@ogclaw.net

COUNSEL INFORMATION

Appellee **Busse/SJI Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status:

Attorney: Rudd, Jonathan Haig
Bar No: 056880
PACFile Registered: Yes
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Po Box 1166
Harrisburg, PA 17108-1166
Phone No: (717) 237-5405 Fax No:
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Receive EMail: No EMail Address: jrudd@mcneeslaw.com

Attorney: Sughrue, John
Bar No: 001037
PACFile Registered: No
Address: 225 E Market St
Clearfield, PA 16830-2424
Phone No: (814) 765-1704 Fax No:
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Receive EMail: No EMail Address: jsughrue@sughruelaw.com

Appellee **Arrowhead Conveyor Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status:

Attorney: Rudd, Jonathan Haig
Bar No: 056880
PACFile Registered: Yes
Address: McNees Wallace & Nurick LLC
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FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
03/05/2019	Notice of Appeal	90.25	03/05/2019	2019-SPR-W-000196	90.25

Appeal Docket Sheet

Docket Number: 351WDA 2019

March 5, 2019

Superior Court of Pennsylvania

Secure

AGENCY/TRIAL COURT INFORMATION

Order Appealed From:	February 1, 2019	Notice of Appeal Filed:	March 1, 2019
Order Type:	Judgment Entered		
Documents Received:	March 5, 2019		
Court Below:	Clearfield County Court of Common Pleas		
County:	Clearfield	Division:	Clearfield County Civil Division
Judge:	Grine, David E.	OTN:	
Docket Number:	2006-2159-CD	Judicial District:	46

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description

Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
March 5, 2019	Notice of Appeal Docketed		
		Appellant	Giuseppe's Finer Foods, Inc.
		Appellant	ICP Global Holdings, Inc.
		Appellant	ICP Asset Management, Inc.
		Appellant	Raybuck, Dennis V.
March 5, 2019	Docketing Statement Exited (Civil)		
			Superior Court of Pennsylvania

Joseph D. Seletyn, Esq.
Prothonotary
Nicholas V. Corsetti, Esq.
Deputy Prothonotary

Superior Court of Pennsylvania

Western District

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.pacourts.us/courts/superior-court

March 5, 2019

Brian K. Spencer
Prothonotary & Clerk of Courts
Clearfield County Courthouse
230 East Market Street
P.O. Box 549
Clearfield, PA 16830

RE: Arrowhead Conveyor Corporation and Busse/SJI Corporation
v.
Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck
Appellants
351 WDA 2019
Trial Court Docket No: 2006-2159-CD

Dear Brian K. Spencer:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket.

It is incumbent upon all counsel and self-represented parties to provide updated contact information to this office throughout the pendency of this appeal. Counsel must apprise this office in writing if they change practice affiliations, office locations, mailing addresses, telephone numbers, or email addresses. We are unable to assure delivery of official notifications if counsel fails to do so. Self-represented parties must update this office if they change mailing addresses or telephone numbers.

Self-represented parties are being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. If a party is represented by counsel, the docketing statement is sent to counsel. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Nicholas V. Corsetti, Esq.
Deputy Prothonotary

/ssm
Enclosure

Appeal Docket Sheet

Docket Number: 309 WDA 2019

February 28, 2019

Superior Court of Pennsylvania

Secure

CAPTION

Arrowhead Conveyor Corporation and Busse/SJI Corporation
Appellants

v.

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Management, Inc., and Dennis V. Raybuck

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: February 28, 2019 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Assumpsit

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement
Next Event Due Date: March 14, 2019

Next Event Type: Original Record Received
Next Event Due Date: April 26, 2019

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

SEP 05 2019

A TRUE COPY
ATTEST: _____
PROTHONOTARY-CLERK

COUNSEL INFORMATION

Appellant **Busse/SJI Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Rudd, Jonathan Haig
Bar No: 056880
Law Firm: McNees, Wallace & Nurick, LLC
PACFile Registered: Yes
Address: Mcnees Wallace & Nurick Llc
100 Pine St PO Box 1166
Harrisburg, PA 17108-1166
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Attorney: Sughrue, John
Bar No: 001037
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FILED
2019 MAR -4 A 10:18
BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

COUNSEL INFORMATION

Appellant **Arrowhead Conveyor Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Rudd, Jonathan Haig
Bar No: 056880
Law Firm: McNees, Wallace & Nurick, LLC
PACFile Registered: Yes
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Phone No: (814) 765-1704 Fax No:
Receive Mail: No
Receive EMail: No EMail Address: jsughrue@sughruelaw.com

Appellee **Raybuck, Dennis V.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Teufel, Gregory Hugh
Bar No: 073062
Law Firm: OGC Law, LLC
PACFile Registered: Yes
Address: Ogc Law LLC
615 Washington Rd Ste 405
Pittsburgh, PA 15228
Phone No: (412) 253-4622 Fax No:
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Attorney: Mohney, Christopher Eldon
Bar No: 063494
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Superior Court of Pennsylvania

Secure

COUNSEL INFORMATION

Appellee **Giuseppe's Finer Foods, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Teufel, Gregory Hugh
Bar No: 073062
Law Firm: OGC Law, LLC
PACFile Registered: Yes
Address: Ogc Law LLC
615 Washington Rd Ste 405
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Phone No: (412) 253-4622 Fax No:
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Du Bois, PA 15801-2457
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FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
02/28/2019	Notice of Appeal	90.25	02/28/2019	2019-SPR-W-000169	90.25

AGENCY/TRIAL COURT INFORMATION

Order Appealed From: January 31, 2019 Notice of Appeal Filed: February 25, 2019
Order Type: Order Dated
Documents Received: February 28, 2019

Court Below: Clearfield County Court of Common Pleas
County: Clearfield Division: Clearfield County Civil Division
Judge: Ammerman, Fredric J. OTN:
Docket Number: No. 2006-2159-CD Judicial District: 46

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description

Date of Remand of Record:

BRIEFING SCHEDULE

None None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
February 28, 2019	Notice of Appeal Docketed	Appellant	Arrowhead Conveyor Corporation

COUNSEL INFORMATION

Appellee **ICP Global Holdings, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Teufel, Gregory Hugh
Bar No: 073062
Law Firm: OGC Law, LLC
PACFile Registered: Yes
Address: Ogc Law LLC
615 Washington Rd Ste 405
Pittsburgh, PA 15228
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Appellee **ICP Asset Management, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney: Teufel, Gregory Hugh
Bar No: 073062
Law Firm: OGC Law, LLC
PACFile Registered: Yes
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Superior Court of Pennsylvania
Western District

Joseph D. Seletyn, Esq.
Prothonotary
Nicholas V. Corsetti, Esq.
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February 28, 2019

Brian K. Spencer
Prothonotary & Clerk of Courts
Clearfield County Courthouse
230 East Market Street
P.O. Box 549
Clearfield, PA 16830

RE: Arrowhead Conveyor Corporation and Busse/SJI Corporation
Appellants
v.
Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Management, Inc., and Dennis V. Raybuck
309 WDA 2019
Trial Court Docket No: No. 2006-2159-CD

Dear Brian K. Spencer:

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Very truly yours,

Nicholas V. Corsetti, Esq.
Deputy Prothonotary

/kg
Enclosure

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

SEP 05 2019

A TRUE COPY ATTEST:
PROTHONOTARY-CLERK

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

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppes Finer Foods Inc, ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis Rayhuck.

ITEM NO.	*DATE OF FILING*	*NAME OF DOCUMENT*	*NO. OF PAGES*
1	12/29/2006	Complaint	12
2	03/21/2007	Sheriff Return	5
3	07/11/2008	Entry of Appearance	3
4	08/7/2008	Amended Complaint	69
5	08/25/2008	Defendants' Preliminary Objections to Plaintiffs' Amended Complaint	12
6	08/25/2008	Defendants' Praecipe for argument date Pursuant to L.R. 211	6
7	08/27/2008	Order	1
8	09/2/2008	Plaintiffs' answer to defendants' Preliminary objections to plaintiffs' Amended complaint	23
9	09/05/2008	Plaintiffs' motion for continuance of argument scheduled for September 26, 2008	6
10	09/09/2008	Order	1
11	09/29/2008	Defendants' Objections to plaintiffs' subpoena pursuant to PA.R.CIV P. 4009.21	4
12	09/30/2008	Defendants' Amendment of Preliminary Objections	3
13	10/14/2008	Plaintiffs' motion to overrule objections to subpoena	14
14	10/20/2008	Order	1
15	10/20/2008	Motion for stipulated protective order	2
16	10/20/2008	Stipulated Protective Order	9
17	10/23/2008	Order	1
18	1/16/2009	Order	2
19	03/23/2009	Second Amended Complaint	24
20	04/08/2009	Defendants' Preliminary Objections	11
21	04/13/2009	Order	1
22	04/23/2009	Letter	2
23	05/01/2009	Order	2
24	05/11/2009	Plaintiffs' Response to defendants' preliminary Objections to count II of the second amended complaint	10
25	07/29/2009	Order	2
26	08/20/2009	Defendants' Answer, new matter, and counterclaim to second amended complaint	49
27	10/31/2011	Defendants' Objections to subpoenas pursuant to rule 4009.21	31
28	04/17/2013	Order	1
29	05/10/2013	Order	1

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

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppe's Finer Foods Inc ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis V Raybuck.

ITEM NO.	*DATE OF FILING*	*NAME OF DOCUMENT*	*NO. OF PAGES*
30	06/03/2013	Plaintiffs Arrowhead conveyor corporations and busse/sji Corporations reply to defendants new matter and counterclaim to the second amended complaint together with new matter to counterclaim.	26
31	06/07/2013	Motion for judgment of non pros	15
32	06/11/2013	Order	1
33	06/24/2013	Transcript	1
34	06/24/2019	Reply to new matter to counterclaim	9
35	07/11/2013	Entry of Appearance	3
36	07/22/2013	Plaintiffs Arrowhead Conveyor Corporations and Busse/SJI Corporation's response and show of cause to defendants motion for judgment of non pros.	50
37	07/30/2013	Order	1
38	08/22/2013	Order	1
39	08/29/2013	Motion for reconsideration	4
40	09/03/2013	Order	1
41	01/21/2014	Order	1
42	01/28/2014	Motion for continuance	4
43	02/03/2014	Order	1
44	02/20/2014	Motion for bifurcation	4
45	02/25/2014	Order	1
46	03/11/2014	Joint Motion to convert pretrial conference to status conference	4
47	03/11/2014	Order	1
48	03/14/2014	Answer and show cause as to reason defendants motion for bifurcation should not be granted at the present time	8
49	03/24/2014	Order	1
50	04/07/2014	Proposed consent case management Order	4
51	04/10/2014	Order	3
52	06/20/2014	Plaintiffs discovery motion to compel discovery responses and overrule objections to subpoenas	168
53	06/26/2014	Preliminary Order	1
54	07/02/2014	Consent Motion for extension of time to file answer to motion	4
55	07/11/2014	Order	1
56	07/17/2014	Defendants response to plaintiffs motion to compel discovery responses and overrule objections to subpoenas	61

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

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppe's Finer Foods Inc ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis V Raybuck.

ITEM NO.	*DATE OF FILING*	*NAME OF DOCUMENT*	*NO. OF PAGES*
57	08/04/2014	Defendants Emergency Motion to compel,	6
58	08/05/2014	Order	1
59	08/06/2014	Response to defendants emergency motion to compel	60
60	08/06/2014	Order	1
61	08/11/2014	Certificate of Prerequisite to service of a subpoena on first commonwealth bank and McGrath McCall PC Pursuant to rule 4009.22	19
62	08/13/2014	Order	1
63	08/18/2014	Notice of Deposition of Luke Sicard	3
64	08/18/2014	Notice of Deposition of Dennis V. Raybuck	3
65	08/18/2014	Notice of Deposition of ICP Asset Management Inc	12
66	08/18/2014	Notice of Deposition of ICP Global holdings, Inc	12
67	08/18/2014	Notice of Deposition of Giuseppe's Finer Foods, Inc	13
68	09/12/2014	Defendants Motion to Compel	14
69	09/15/2014	Order	1
70	10/06/2014	Scheduling Order	1
71	09/24/2014	Motion for continuance	4
72	09/25/2014	Order	1
73	09/29/2014	Defendants' Motion for partial Summary Judgment	98
74	10/06/2014	Scheduling Order	1
75	10/13/2014	Order	1
76	10/27/2014	Plaintiff arrowhead conveyor corporation's response to defendant's motion for partial summary judgment.	241
77	10/28/2014	Certificate of Service	2
78	11/04/2014	Transcript	1
79	11/10/2014	Order	1
80	12/11/2014	Motion requesting sealing order	12
81	12/18/2014	Order	1
82	01/7/2015	Motion for extension of time to file pretrial statement and expert report	4
83	01/08/2015	Order	1
84	02/02/2015	Entry of Appearance	4
85	04/22/2015	Order	1
86	05/11/2015	Withdrawal of Appearance	3
87	05/19/2015	Plaintiffs expert report dated May 15, 2015 in response to defendants expert report of Mark A Freemer, CPA	42

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

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppe's Finer Foods Inc ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis V Raybuck.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
88	08/13/2015	Order	1
89	09/03/2015	Order	1
90	12/02/2015	Order	1
91	01/19/2016	Consent motion for continuance of Bifurcated trial	10
92	01/20/2016	Order	1
93	03/30/2016	Order	1
94	02/07/2017	Order	1
95	03/23/2017	Transcript of Proceedings I of III	1
96	03/23/2017	Transcript of Proceedings II of III	1
97	03/23/2017	Transcript of Proceedings III of III	1
98	06/01/2017	Stipulated motion to file certain trial exhibits under seal	5
99	06/7/2017	Order to file certain trial exhibits under seal	2
100	06/07/2017	Order	33
101	06/12/2017	Transcript of Deposition	1
102	06/19/2017	Entry of Appearance of Diane M Tokarsky	2
103	06/19/2017	Plaintiffs motion for post trial Relief.	13
104	09/11/2017	Order	1
105	09/15/2017	Order	1
106	10/18/2017	Order	1
107	02/09/2018	Plaintiffs amended pretrial statement	20
108	02/13/2018	Order	2
109	03/06/2018	Order	1
110	03/22/2018	Plaintiffs motion in limine	68
111	03/26/2018	Order	1
112	03/26/2018	Exhibits to plaintiffs motion in limine and supporting brief.	70
113	04/09/2018	Order	1
114	04/18/2018	Order	1
115	04/25/2018	Order	1
116	05/01/2018	Defendants trial brief and motion for reconsideration of order granting motion in limine	226
117	05/01/2018	Defendants proposed jury instructions and verdict form.	287
118	05/02/2018	Verdict slip	2
119	05/11/2018	Defendants Motion for Post Trial Relief	15
120	05/17/2018	Order	1

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

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppe's Finer Foods Inc ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis V Raybuck.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
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124	07/13/2018	Transcript of Proceedings	1
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128	09/11/2018	Plaintiffs Reply to defendants proposed findings of fact and conclusions of law	12
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130	09/11/2018	Opinion and Order	4
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

2006-2159-CD (309 WDA 2019 cross appeal consolidated to 351 WDA 2019)

Arrowhead Conveyor Corporation Busse/SJI corporation vs Giuseppe's Finer Foods Inc ICP Global Holdings, Inc, ICP Asset Management, Inc and Dennis V Raybuck.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
148	05/28/2019	Transcript	1
149	05/28/2019	Transcript	1
150	07/17/2019	Letter from Stuart Kurtz, Senior Judge	1
151	07/19/2019	Letter from David Grine, Sr	1
152	08/01/2019	Notice of Change of Address	4

Clearfield County Court of Common Pleas
Complete Case History
Case: 2006-02159-CD

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Filed: 12/29/2006
Subtype: CIVIL ACTION
Physical File: Y Appealed: N
Comment:

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

SEP 05 2019

A TRUE COPY
ATTEST: _____
PROTHONOTARY-CLERK

Status History

pending	12/29/2006
disposed	5/2/2018
Judgment Entered	1/31/2019

Judge History

Date	Judge	Reason for Removal
8/27/2008	Ammerman, Fredric Joseph	Current
12/29/2006	No Judge,	Judge Assigned

Payments	Receipt	Date	Type	Amount
Eckert Seamans Cherin & Mellol	1955731	7/17/2014	Civil Filing	3.00
ECKERT SEAMANS CHERIN &	1956912	10/16/2014	Miscellaneous	3.00
Misc Fee	3.00			
John Sughrue Esq	1955430	6/24/2014	Miscellaneous	12.00
Subpoena	12.00			
McNees Wallace & Nurick LLC	1916987	12/29/2006	Civil Filing	85.00
	1920758	9/21/2007	Miscellaneous	3.00
Subpoena	3.00			
	1942228	10/3/2011	Miscellaneous	30.00
Subpoena	30.00			
	1942492	10/19/2011	Miscellaneous	15.00
Subpoena	15.00			
	1977866	2/25/2019	Civil Filing	50.00
NcNees Wallace & Nurcik	1925749	9/8/2008	Civil Filing	3.00
OGC LAW llc	1977940	3/1/2019	Civil Filing	50.00
			Total	254.00

Miscellaneous Receipts

Receipt	Date			
1920758	9/21/2007	Subpoena	3.00	
			Sum:	3.00
1942228	10/3/2011	Subpoena	30.00	
			Sum:	30.00
1942492	10/19/2011	Subpoena	15.00	
			Sum:	15.00
1955430	6/24/2014	Subpoena	12.00	
			Sum:	12.00
1956912	10/16/2014	Misc Fee	3.00	
			Sum:	3.00

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Plaintiff

Name:	Arrowhead Conveyor Corporation			SSN:
Address:	3255 Medalist Drive			DOB:
	Oshkosh	WI	54902	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:	Shff Hawkins costs pd by McNees $94.82			

Attorneys

Rudd, Jonathan H.	(Primary attorney)	Send Notices
Sughrue, John		Send Notices

Plaintiff

Name:	Busse/SJI Corporation			SSN:
Address:	124 North Columbus Street			DOB:
	Randolph	WI	53956	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Attorneys

Rudd, Jonathan H.	(Primary attorney)	Send Notices
Sughrue, John		Send Notices

Defendant

Name:	Giuseppe's Finer Foods, Inc.			SSN:
Address:	2529 Oklahoma-Salem Road			DOB:
	DuBois	PA	15801	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Attorneys

Mohney, Christopher E.		Send Notices
Teufel, Gregory H.	(Primary attorney)	Send Notices
Samek, Jeremy L.S.	(No longer on case)	Do Not Send Notices

Defendant

Name:	ICP Global Holdings, Inc.			SSN:
Address:	2592 Oklahoma Salem Road			DOB:
	DuBois	PA	15801	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Attorneys

Mohney, Christopher E.		Send Notices
Teufel, Gregory H.	(Primary attorney)	Send Notices
Samek, Jeremy L.S.	(No longer on case)	Do Not Send Notices

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Defendant

Name:	ICP Asset Management, Inc.			SSN:
Address:	P.O. Box 527A			DOB:
	DuBois	PA	15801	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Attorneys

Mohney, Christopher E.		Send Notices
Teufel, Gregory H.	(Primary attorney)	Send Notices
Samek, Jeremy L.S.	(No longer on case)	Do Not Send Notices

Defendant

Name:	Raybuck, Dennis V.			SSN:
Address:	2592 Oklahoma-Salem Road			DOB:
	DuBois	PA	15801	Sex:
Phone:	Home:	Work:		
Employer:				Send notices: Y
Litigant Type:				
Comment:				

Attorneys

Mohney, Christopher E.		Send Notices
Teufel, Gregory H.	(Primary attorney)	Send Notices
Samek, Jeremy L.S.	(No longer on case)	Do Not Send Notices

Hearings

From	To	Judge	Type
10/21/2008 01:30 PM	10/21/2008 02:00 PM	Ammerman, Fredric Joseph	Preliminary Objections
5/15/2009 10:30 AM	5/15/2009 11:00 AM	Ammerman, Fredric Joseph	Preliminary Objections
5/8/2013 01:30 PM	5/8/2013 04:00 PM	Ammerman, Fredric Joseph	Status Conference
7/25/2013 01:30 PM	7/25/2013 04:00 PM	Ammerman, Fredric Joseph	Evidentiary Hearing
	JA order from 5-8-13 status conf		
3/19/2014 02:00 PM	3/19/2014 03:00 PM	Ammerman, Fredric Joseph	Status Conference
	C.Mohney mot to cont. fr 2-7-14 Pre-trial AND Motion to Bifurcate JA changed fr pre-trial to status conf.		
7/25/2014 02:00 PM	7/25/2014 03:00 PM	Ammerman, Fredric Joseph	Motion to Compel
	Plaint mot to compel and overrule objections to subpoenas		
8/6/2014 03:30 PM	8/6/2014 04:00 PM	Ammerman, Fredric Joseph	Motion to Compel
	Emerg motion filed by C. Mohney		

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Hearings

From	To	Judge	Type
11/7/2014 09:00 AM	11/7/2014 10:00 AM	Ammerman, Fredric Joseph	Motion to Compel
	Def motion; def mot to resched fr 9-24-14 ALSO Def Mot for Partial Summary Judgmt; 10-10-14: Def mot to resched from 10-13-14		
5/20/2015 11:00 AM	5/20/2015 11:30 AM	Ammerman, Fredric Joseph	Pre-Trial Conference
10/7/2015 02:00 PM	10/7/2015 02:30 PM	Ammerman, Fredric Joseph	Status Conference
	G.Teufel request to resched from 10-1-15		
3/2/2016 09:00 AM	3/4/2016 04:00 PM	Kurtz, Stewart B.	Non Jury Trial
	11-25-15: Judge Kurtz assigned to this trial		
5/13/2016 10:00 AM	5/13/2016 04:00 PM	Carpenter, Hiram A. SJ	Settlement Conference
10/13/2017 03:00 PM	10/13/2017 03:30 PM	Ammerman, Fredric Joseph	Status Conference
2/9/2018 02:00 PM	2/9/2018 02:30 PM	Ammerman, Fredric Joseph	Pre-Trial Conference
3/13/2018 09:00 AM	3/13/2018 04:00 PM	Ammerman, Fredric Joseph	Civil Jury Selection
4/5/2018 01:00 PM	4/5/2018 02:00 PM	GRINE, DAVID E.	Status Conference
4/5/2018 01:00 PM	4/5/2018 02:00 PM	GRINE, DAVID E.	Motion in Limine
	PLAINT MOTION		
4/30/2018 09:00 AM	5/1/2018 04:00 PM	GRINE, DAVID E.	Jury Trial
7/11/2018 10:00 AM	7/11/2018 12:00 PM	GRINE, DAVID E.	Argument
	def motion post-trial relief DEG resched from 6-22-18 upon jt request of counsel		
12/4/2018 01:00 PM	12/4/2018 03:00 PM	GRINE, DAVID E.	Motion for Post-Trial Relief
4/16/2019 10:00 AM	4/16/2019 11:00 AM	Ammerman, Fredric Joseph	Motion for Post-Trial Relief
	def. motion		

Register of Actions

12/29/2006	New Case Filed.	No Judge,
	Filing: Civil Complaint Paid by: McNees Wallace & Nurick LLC Receipt number: 1916987 Dated: 12/29/2006 Amount: $85.00 (Check) 4 Cert. to Sheriff 1 Cert. to Atty.	No Judge,
	Case Filed.	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

3/21/2007	Sheriff Return, January 11, 2007 at 10:47 am Served the within Complaint on Giuseppe's Finer Foods Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Global Holdings Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Asset Management Inc. Janaury 11, 2007 at 10:47 am Served the within Complaint on Dennis V. Raybuck. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by McNees $94.82	No Judge,
7/11/2008	Entry of Appearance, on behalf of defendants Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck, enter appearance of Christopher E. Mohney, Esquire, Gregory H. Teufel, esquire, and Eckert Seamans Cherin & Mellott, LLC. Filed by s/ Christopher E. Mohney, Esquire. 3CC Atty. Mohney	No Judge,
8/7/2008	Amended Complaint, filed by s/ Jonathan H. Rudd, Esuqire. no CC	No Judge,
8/25/2008	Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	No Judge,
	Praecipe for Argument Date, filed by s/ Gregory H. Teufel, Esquire. no CC	No Judge,
8/27/2008	Order, this 27th day of August, 2008, argument on the Defendants' Preliminary Objections to Plaintiffs' Amended Complaint is scheduled for the 26th day of Sept., 2008 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Rudd, Mohney, Teufel	Ammerman, Fredric Joseph
9/2/2008	Plaintiffs' Answer to Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Jonathan H. Rudd Esq. NO CC.	Ammerman, Fredric Joseph
9/5/2008	Plaintiff's Motion For Continuance of Argument Scheduled For September 26, 2008. filed by s/ Jonathan H. Rudd, Esquire. no CC	Ammerman, Fredric Joseph
9/9/2008	Order, this 8th day of Sept., 2008, upon consideration of Plaintiffs' Motion for Continuace of Argument scheduled for Sept. 26, 2008, it is Ordered that the Motion is Granted and Argument on Defendants' Preliminary Objections is Continued until Oct. 21, 2008 at 1:30 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Rudd	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

9/29/2008	Defendants' Objections to Plaintiffs' Subpoena Pursuant to PA. R.CIV. P. 4009.21, filed by s/ Gregory H. Teufel, Esquire. No cc	Ammerman, Fredric Joseph
9/30/2008	Defendants' Amendment of Preliminary Objections, filed by s/ Gregory H. Teufel, Esquire. no CC	Ammerman, Fredric Joseph
10/14/2008	Plaintiffs' Motion to Overrule Objections to Subpoena, filed by s/ Jonathan H. Rudd, Esquire. no CC	Ammerman, Fredric Joseph
10/20/2008	Order, NOW, this 17th day of Oct., 2008, upon consideration of the Plaintiffs' Motion to Overrule Objections to Subpoena, it is Ordered that argument on said Motion is scheduled for the 21st day of Oct., 2008 at 1:30 p.m. in Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Rudd; Doris faxed Attorneys Teufel and Mohney. Notified Attorney Rudd by phone	Ammerman, Fredric Joseph
	Motion For Stipulated Protective Order, filed by s/ Gregory H. Teufel, Esquire. 1CC Atty. Teufel	Ammerman, Fredric Joseph
	Stipulated Protective Order, this 16th day of Oct., 2008, it is Ordered that this Protective Order shall govern all discovery herein: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Ammerman, Fredric Joseph
10/23/2008	Order, this 21st day of Oct., 2008, following argument on the Plaintiffs' Preliminary Objections and Defendants' Objection to Plaintiffs' Subpoena, it is Ordered that counsel for the parties have no more than 25 days from this date to submit appropriate brief relative the issues. Counsel shall submit a reply brief if they so choose, within more than 40 days from this date. Plaintiffs' subpoena be stayed until further Order of Court. By The Court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Attys; Rudd, Mohney, Teufel	Ammerman, Fredric Joseph
1/16/2009	Order, this 14th day of Jan., 2009, upon consideration of the Preliminary Objections in the nature of demurrers filed on behalf of the Defendants, it is Ordered: (see original). By theCourt, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Ammerman, Fredric Joseph
3/23/2009	Second Amended Complaint, filed by s/ Jonathan H. Rudd, Esquire. No CC	Ammerman, Fredric Joseph
4/8/2009	Defendants' Preliminary Objections to Plaintiffs' Second Amended Complaint, filed by s/ Christopher E. Mohney, Esquire. 3CC atty. Mohney	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

4/13/2009	Order, this 13th day of April, 2009, upon consideration of Defendants' Prelminary Objections to Plaintiffs' Second Amended Complaint, it is Ordered that a hearing is scheduled for the 15th day of May, 2009 at 10:30 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC atty. Mohney	Ammerman, Fredric Joseph
4/23/2009	Letter from Gregory H. Teufel to the Honorable Fredric J. Ammerman, P.J., correcting information previously submitted.	Ammerman, Fredric Joseph
5/1/2009	Order, this 1st day of May, 2009, the request to cancel argument scheduled for May 15, 2009 at 10:30 is Granted. Plaintiffs shall file a written response to the Prelminary Objections within no more than 10 days from this date, and the parties are to submit letter breiefs, relative the Prelminary Objections, to the Couirt by no later than 30 days from the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, C. Mohney, G. Teufel	Ammerman, Fredric Joseph
5/11/2009	Plaintiffs' Response to Defendants' Preliminary Objections to Count II of the Second Amended Complaint, filed by s/ Jonathan H. Rudd, Esquire. No CC	Ammerman, Fredric Joseph
7/29/2009	Order, this 28th day of july, 2009, the Defendants' Preliminary Objection to Plaintiffs' Second Amended Complaint, Count II, is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Ammerman, Fredric Joseph
8/20/2009	Defendants' Answer, New Matter, and Counterclaim to Second Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	Ammerman, Fredric Joseph
10/31/2011	Defendants' Objections to Subpoenas Pursuant to Rule 4009.21, filed by Atty. Teufel 1 Cert. to Atty.	Ammerman, Fredric Joseph
4/17/2013	Order, this 15th of April, 2013, a status conference is scheduled for the 8th of May, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, Teufel	Ammerman, Fredric Joseph
5/10/2013	Order, this 8th of May, 2013, following status conference, it is Ordered that the defendant shall have no more than 30 days in which to file motion for non-pros. Evidentiary hearing on the same is scheduled for 1:30 p.m. on July 25, 2013 Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, G. Teufel	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

6/3/2013	Plaintiffs Arrowhead Conveyor Corporation's and Busse/SJI Corporation's Reply to the Second Amended Complaint together with New Matter to Counterclaim, filed by s/ Jonathan H. Rudd Esq. No CC.	Ammerman, Fredric Joseph
6/7/2013	Motion For Judgment of Non Pros, filed by s/ Gregory H. Teufel, Esq. 3CC Atty. Mohney	Ammerman, Fredric Joseph
6/11/2013	Order, this 7th of June, 2013, a rule is issued upon respondents. Argument is scheduled on July 25, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Mohney	Ammerman, Fredric Joseph
6/24/2013	Transcript of Proceedings, filed. Status Conference, held before Fredric J. Ammerman, Pres. Judge, on May 8, 2013.	Ammerman, Fredric Joseph
	Reply to New Matter to Counterclaim, filed by s/ Gregory H. Teufel, Esq. 2CC Atty. Teufel	Ammerman, Fredric Joseph
7/11/2013	Entry of Appearance, on behalf of Plaintiffs, enter appearance of John Sughrue, Esq. 4CC Atty	Ammerman, Fredric Joseph
7/22/2013	Plaintiffs Arrowhead Conveyor Corporation's And Busse/s JI Corporation's Response and Show of Cause to Defendants' Motion For Judgment of Non Pros, filed by s/ Jonathan H. Rudd, Esq. No CC	Ammerman, Fredric Joseph
7/30/2013	Order, this 25th of July, 2013, it is Ordered that Defense counsel have no more than 8 days from this date in which to submit letter brief to the Court on the issue of the inactivity and admissibility of certain Plaintiff exhibits as indicated on the record. The Plaintiff shall have no more than 10 days thereafter in which to respond in kind. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Ammerman, Fredric Joseph
8/22/2013	Order this 20th day of August 2013, following evidentiary hearing on Defendants; Motion for Judgment of Non Pros, Court believing that said Motion has no merit; it is the ORDER of this Court that the Defendants' Motion for Judgment on Non Pros is DISMISSED. /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Rudd, Sughrue, Mohney and Teufel.	Ammerman, Fredric Joseph
8/29/2013	Motion for Reconsideration, filed by Atty. Mohney 2 Cert. to Atty.	Ammerman, Fredric Joseph
9/3/2013	Order, this 30th of Aug., 2013, the Motion for Reconsideration filed by Defendants is dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. G. Teufel	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

1/21/2014	Order this 14th day of January 2014, it is the ORDER that a pre-trial conference is scheduled for February 7, 2014 at 11:00. BY THE COURT: /s/ Fredric J Ammerman, P. Judge. 1CC Attys: J. Rudd, Sughruem Mohney and G. Teufel.	Ammerman, Fredric Joseph
1/28/2014	Motion for Continuance, filed by s/ Christopher E. Mohney Esq. No CC.	Ammerman, Fredric Joseph
2/3/2014	Order, this 29th of Jan., 2014, the Pre-Trial Conference is rescheduled to March 19, 2014 at 2:00 p.m. in Judge's Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Sughrue	Ammerman, Fredric Joseph
2/20/2014	Motion For Bifurcation, filed by s/ Gregory H. Teufel, Esq. 1CC Atty. Teufel	Ammerman, Fredric Joseph
2/25/2014	Order. 24 day of February, 2014, argument shall be held on March 19th, 2014 at 2:00 p.m. in Courtroom 1. BY THE COURT. /S/ P. JUDGE FREDRIC J. AMMERMAN. 2cc Atty. Teufel.	Ammerman, Fredric Joseph
3/11/2014	Joint Motion to Convert Pretrial Conference to Status Conference, filed by s/ Christopher E Mohney Esq. 3CC Atty Mohney.	Ammerman, Fredric Joseph
	Order filed. Now, March 11th, 2014, it is hereby ORDERED, ADJUDGED and DECREED that said Motion to Convert Pretrial Conference to Status Conference is GRANTED. The pretrial Conference scheduled for March 19th, 2014 shall instead be a status conference. By the Court, /s/Fredric J. Ammerman, Judge. 2CC Atty Mohney.	Ammerman, Fredric Joseph
3/17/2014	Answer and Show Cause as to Reason Defendants' Motion for Bifurcation should not be Granted at the Present Time. Filed & 1cc to Honathan H. Rudd, Esq.	Ammerman, Fredric Joseph
3/24/2014	Order, this 19th of March, 2014, the Defendant's Motion for Bifurcation is Denied. Both parties shall have no more than 15 days from this date in which to submit proposed case management order to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, sughrue, C. Mohney, G. Teufel	Ammerman, Fredric Joseph
4/7/2014	Miscellaneous Filing, Proposed Consent Case Management Order, filed by Gregory H. Teufel, Esq. No cc.	Ammerman, Fredric Joseph
4/10/2014	Order, this 8th of April, 2014, upon consideration of the Motion for Bifurcation, it is Ordered: (see original). by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

6/20/2014	Plaintiff's Discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas filed by s/Jonathan H. Rudd and John Sughrue, Esq., Attys for Plffs. 4CC Atty Sughrue.	Ammerman, Fredric Joseph
6/26/2014	Preliminary Order, this 24th of June, 2014, upon consideration of Plaintiff's discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, a Rule is issued upon Defendants. The Respondants shall file an answer to the Motion within 15 days of this date. Argument shall be held on the 25th of July, 2014, at 2:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Sughrue	Ammerman, Fredric Joseph
7/2/2014	Consent Motion for Extension of time to File Answer to Motion, filed by Christopher E. Mohney. Nocc.	Ammerman, Fredric Joseph
7/11/2014	Order, this 8th of July, 2014, it is ordered that Defendasnts shall have an additional 7 days to file its answer to the Motion, and said answer is now due on July 16, 2014. The remaining dates listed in this Court's Order of June 24, 2014 remain unchanged. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Teufel	Ammerman, Fredric Joseph
7/17/2014	Filing: Subpoena Paid by: Eckert Seamans Cherin & Mellott LLC Receipt number: 1955731 Dated: 7/17/2014 Amount: $3.00 (Check) For: [NONE]	Ammerman, Fredric Joseph
7/18/2014	Response, Defendants' Response To Plaintiffs' Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, filed by Gregory H. Teufel, Esquire. 1cc.	Ammerman, Fredric Joseph
8/4/2014	Defendants' Emergency Motion to Compel, filed by s/ Gregory H. Teufel, Esq. NO CC	Ammerman, Fredric Joseph
8/5/2014	Order, this 1st of Aug., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 6th of Aug., 2014, at 3:30 p.m. in Courtroom 1. By the Court, /s/Fredric J. Ammerman, Pres. Judge. 3CC Atty. Teufel	Ammerman, Fredric Joseph
8/6/2014	Response to Defendants' Emergency Motion to Compel, filed by s/ John Sughrue Esq. 3CC Atty Sughrue.	Ammerman, Fredric Joseph

Arrowhead Conveyor Corporation, et al.vs.Giuseppe's Finer Foods, Inc., et al.

Register of Actions

8/6/2014	Order, this 5th of Aug., 2014, Plaintiffs' Discovery Motion to Compel Discovery Discovery Responses and Overrule Objections to Subpoenas is Denied. The Objections to Plaintiffs' Subpoenas on First Commonwealth Bank, Clyde Ferraro, Gortech Global, International Custody Products, ICP Global Payroll, McGrath & Associates, Kohlhepp Real Estate Investment Trust, Predator Performance, Consolidated Holdings, and Dairyland Ingredients Technology are Sustained. By The Court, /s/Fredric H. Ammerman, Pres. Judge. 1CC Attys: J. Rydd, Sughrue, Mohney, G. Teufel	Ammerman, Fredric Joseph
8/11/2014	Certificate Prerequisite to Service of a Subpoena on First Commonwealth Bank & McGrath McCall PC Pursuant to Pa.R.C.P. 4009.22, filed by s/ John Sughrue Esq. 1CC Atty Sughrue.	Ammerman, Fredric Joseph
8/13/2014	Order, this 11th of Aug., 2014, Defendants' Emergency Motion to Compel is Granted in part and Denied in part (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, J.k sughrue, C. Mohney, G. Teufel	Ammerman, Fredric Joseph
8/18/2014	Notice of Disposition of Luke Sicard filed by Jonathon H Rudd NO CC	Ammerman, Fredric Joseph
	Notice of Disposition of Dennis Raybuck filed by Jonathon Rudd	Ammerman, Fredric Joseph
	Notice of Dispositon of ICP Asset Management INC filed by Jonathon RUDD Esq nocc	Ammerman, Fredric Joseph
8/19/2014	Notice of Dispositon of ICP Global Holdings INC filed by Jonathon RUDD Esq nocc	Ammerman, Fredric Joseph
	Notice of Dispositon of Giuseppe's Finer Foods INC filed by Jonathon RUDD Esq nocc	Ammerman, Fredric Joseph
9/12/2014	Defendants' Motion to Compel, filed by s/ Christopher E. Mohney, Esq. 2CC Atty. Mohney	Ammerman, Fredric Joseph
9/15/2014	Order, this 12th of Sept., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 24th of Sept., 2014, at 10:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Mohney	Ammerman, Fredric Joseph
9/22/2014	Scheduling Order, this 17th of Sept., 2014, custody conference is scheduled for the 21st of Oct., 2014, at 1:30 p.m. in Hearing Room 3. By The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Dickey	Ammerman, Fredric Joseph
9/24/2014	Motion for Continuance, filed by s/ Christopher E. Mohney, Esq. No CC	Ammerman, Fredric Joseph

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9/25/2014	Order, this 23rd of Sept., 2014, Defendants' Motion for Continuance is granted. Ordered that Court adminstrator rescheduled the hearing on Defs. Motion to Compel scheduled for Sept. 24, 2014 to Oct. 13, 2014 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 5CC Atty. Mohney	Ammerman, Fredric Joseph
9/29/2014	DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT, filed by Gregory H. Teufel. Nocc.	Ammerman, Fredric Joseph
10/6/2014	Scheduling Order filed. And Now, this October 1st, 2014, Re: Motion for Partial Summary Judgment, it is hereby ORDERED that: Argument shall be held on October 13th, 2014 at 3:00PM in Courtroom No. 1. By the Court, /s/ Fredric J. Ammerman, Judge. 4CC Atty Samek.	Ammerman, Fredric Joseph
10/13/2014	Order, this 9th of Oct., 2014, the hearing on Defs' Motion for Summary Judgment previously scheduled for the 13th of Oct. is rescheduled to Nov. 7, 2014, at 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Ammerman, Fredric Joseph
10/27/2014	Plaintiff Arrowhead Conveyor Corporations's REsponse to Defendants' Motion For Partial Summary Judgment, filed by s/ Jonathan H. Rudd, Esq., and John Sughrue, Esq. No CC	Ammerman, Fredric Joseph
10/28/2014	Certificate of Service filed. On October 28th, 2014, a true and correct copy of Plff Arrowhead Conveyor Corporation's Response to Deft's Motion for Partial Summary Judgment and This Certificate of Service to Gregory H. Tuefel, Esq., Jeremy LS Samek, Esq. and Christopher E. Mohney, Esq. Filed by s/John Sughure, Esq. 4CC Atty Sughrue.	Ammerman, Fredric Joseph
11/4/2014	Transcript of Proceedings, filed. Plaintiff's Motion to Compel Discovery Responses and Overrule Objections to Subpoena, held on July 25, 2014 before Fredric J. Ammerman, Pres. Judge. No CC	Ammerman, Fredric Joseph
11/10/2014	Order, this 7th of Nov., 2014, it is Ordered that Defendants' Motion for Partial Summary Judgment filed Sept. 29, 2014 is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, Mohney, G. Teufel	Ammerman, Fredric Joseph
12/11/2014	Motion Requesting Sealing Order filed by s/Christopher E. Mohney, Esq. 4CC Atty Mohney.	Ammerman, Fredric Joseph
12/18/2014	Order12-15-2014 Motion requesting sealing order GRANTED /s/ FJA PJ 6CC Mohney	Ammerman, Fredric Joseph

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1/7/2015	Motion FOR EXTENSION OF TIME TO FILE PRETRAIL STATEMETN AND EXPERT REPORT, filed by nocc Aty., Teufel.	Ammerman, Fredric Joseph
1/8/2015	Order Motion for Extension of Time GRANTED. Deadline for defendant's pretrial statement is now 01-16-2015, all deadlines adjusted accordingly /s/ FJA PJ 3CC Teufel	Ammerman, Fredric Joseph
2/2/2015	Praecipe for Entry of Appearance filed by Gregory Teufel on behalf of the defendants. NO CC	Ammerman, Fredric Joseph
4/22/2015	Order, this 21st of April, 2015, a pre-trial conference is scheduled for May 20, 2015, at 11:00 a.m. in Judge's Chambers. /s/FJA, P.J. 2CC & Pre-trial memorandum Attys: Teufel, 1CC & Pretrial Memo to Attys: Mohney, Rudd, Sughrue	Ammerman, Fredric Joseph
5/11/2015	Withdrawal of Appearance of Eckert Seamans Cherin & Mellott, LLC filed by s/Jeremy L. S. Samek. NoCC.	Ammerman, Fredric Joseph
5/19/2015	Plff's expert report dated may 15, 2015 in response to def's expert report of Mark. A Freemer, CPA Filed by John Sughrue	Ammerman, Fredric Joseph
8/13/2015	Order, NOW, this 13th of August, 2015 ORDER that status conference be and is hereby scheduled for the 1st of October, 2015 at 2:30pm in Chambers. Counsel permitted to participate via telephone and should notify the Court if they desire to do so. s/FJA, PJ. 1cc Attny Mohney, Atty Sughrue, Atty Rudd, Atte Teufel	Ammerman, Fredric Joseph
9/3/2015	Order, NOW, this 2nd of Sept, 2015 ORDER that status conference scheduled for Oct 1, 2015 be and is hereby RESCHEDULED to Oct 7, 2015 at 2pm in Chambers. Counsel will be permitted to participate via telephone and should notify Court if they desire to do so. By the court /s/FJA, PJ. 1cc Attny Rudd, Attny Sughrue, Atty Teufel, Atty Mohney	Ammerman, Fredric Joseph
12/2/2015	Order, NOW, this 2nd of Dec, 2015 upon consideration of the parites agreeing to bifurcate the proceedings, three day non-jury trial on the issue of wether the Plff can peirce the corporate veil and proceed against Dennis V Raybuck personally is hereby sched for Marc 2, 3 and 4, 2016 in Courtroom 1 at 9am each day. Senior Judge Kurtz will be specially presideing. Each party has no more than 40 days to subit pre-trial statement and brief tot he CA. By the court /s/FJA, PJ. 1cc Aty Rudd, Aty Sughrue, Aty Teufel, Aty Mohney	Ammerman, Fredric Joseph

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1/19/2016	Consent Motion for Continuance of Bifucated Trial filed by s/Gregory H Teufel. NoCC	Ammerman, Fredric Joseph
1/20/2016	Order, this 19th of Jan., 2016, upon review and consideration of the Defendants' Consent Motion for Continuance of Bifurcated Trial; it is Ordered that said Motion is Denied. The trial will continue as scheduled on March 2, 2016 through March 4, 2016. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Mohney, Atty. Sughrue	Ammerman, Fredric Joseph
3/30/2016	Order, this 29th of March, 2016, a settlement conference is scheduled for May 13, 2016, at 10:00 a.m. in Hearing Room 3. Counsel for the parties are directed to submit to the Deputy Court Administrator, by no later than May 6, 2016, a Pre-Conference Memorandum, stating in a concise narrative the particulars of their case. It is ordered that the following shall be present at the settlement conference: 1. Plffs' counsel and the Plaintiffs; 2. Defendants' counsel, Defendants and/or appropriate representative(s) of the Defendants who have full authority to settle the case; and 3. Any settlement reached at this conference must be reduced to writing and/or entered on the record prior to the conclusion of the conference. 4. All parties attending the settlement conference shall have full authority for settlement of the case. /s/FJA, P.J. /s/FJA, P.J. 1CC Atty. Sughrue, Atty. Mohney, Atty. Rudd, & Atty. Teufel	Ammerman, Fredric Joseph
2/7/2017	Order,, Feb. 3, 2017, a transcript of Testimony from the nonjury trial held in this case having been file, it is Ordered that counsel file proposed findings of fact, conclusions of law, and a memorandum in support of the conclusions on or before March 24, 2017. Argument will be scheduled at the request of either counsel. /s/Stewart L. Kurtz, Senior Judge Specially Presiding. 4CC Chip Bell	Ammerman, Fredric Joseph
3/23/2017	Transcript of Proceedings. Non Jury Trial Volume I of III on March 2, 2016 at 9:00 am. No CC.	Ammerman, Fredric Joseph
	Transcript of Proceedings. Non Jury Trial. Volume I of III on March 3, 2016 at 9:00 am. No CC.	Ammerman, Fredric Joseph
	Transcript of Proceedings. NonJury Trial. Volume III of III on March 4, 2016 at 9:00 am. No CC.	Ammerman, Fredric Joseph

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6/1/2017	Motion- Stipulated motion to file certain trial exhibits under seal. Filed By: s/ Gregory H. Teufel, Esquire. NOCC	Ammerman, Fredric Joseph
6/7/2017	Order to File Certain Trial Exhibits Under Seal, NOW, this 5th of June, 2017, upon stipulation by the parties, it is Ordered that the parties may file DX 105 and DX 114 under seal. By The Court, /s/ Stewart B. Kurtz, Judge. 1CC Atty. Sughrue, Atty. Rudd, Atty. Mohney, Atty. Teufel	Kurtz, Stewart B.
	Order and Memorandum, this 2nd of June, 2017, for the reasons set forth in a Memorandum filed this date, Count 3 of the Plaintiffs' Second Amended Complaint is dismissed. /s/ Steward B. Kurtz, Senior Judge. 1CC Atty. Sughrue, Atty. Rudd, atty. Mohney, Atty. Teufel	Kurtz, Stewart B.
6/12/2017	Transcript of Deposition, filed. Deoposition of Dennis V. Raybuck. Filed by: s/Jonathan H. Rudd. NOCC	Ammerman, Fredric Joseph
6/19/2017	Entry of Appearance. Please enter appearance on behalf of plaintiffs, Arrowhead Coveyor Corporation and Busse/SJI corporation. Filed BY: Diane M. Tokarsky. NOCC	Ammerman, Fredric Joseph
	Plaintiffs' motion for post-trial relief. Filed by: Diane M. Tokarsky. NOCC	Ammerman, Fredric Joseph
9/11/2017	Order, this 30th of Aug., A.D., 2017, after consideration of Plaintiffs' Motion for Post-Trial Relief, it is Ordered that the motion is denied. By The Court, /s/Stewart Kurtz, Senior Judge. 1CC Atty. Mohney, atty. Sughrue, Atty. Rudd, Atty. Teufel	Kurtz, Stewart B.
9/15/2017	Order, this 15th of Sept., 2017, it is Ordered that Status Conf. is scheduled for Oct. 13, 2017,. at 3:00 p.m. in Judge's Chambers. /s/FJA, P.J. 1CC Atty. Rudd, Atty. Sughrue, Atty. Mohney	Ammerman, Fredric Joseph
10/18/2017	Order, this 18th of Oct., 2017, followng status conference, it is Ordered: 1. Pre-Trial Conf. is scheduled for Feb. 9, 2018 at 2:00 p.m. in Judge's Chambers. 2. Civil Jury Selection is scheduled for March 13, 2018, at 9:00 a.m. 3. Jury Trial is scheduled for April 30 and May 1, 2018, at 9:00 a.m. each day. 4. Counsel for each party must notify the Court within 30 days from this date if they have a conflict with any of the above-listed dates. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Sughrue, Atty. Mohney	Ammerman, Fredric Joseph
2/9/2018	Plaintiff's amended pretrial statement. Filed by s/Jonathan H Rudd, esquire 1cc Atty Rhudd	Ammerman, Fredric Joseph

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2/13/2018	Order, 12 FEb. 2018 following pre-trial conf. amoung court and the parties Order of Court as follows: see original for all order details: BY THE COURT:S/ FJA,PJ. 2cc aty. Rudd, 2cc aty. Teufel	Ammerman, Fredric Joseph
3/6/2018	Order, Now,this 5tg day of March, 2018, it is the Order of this Court that a status conference is scheduled among Counsel and the Court on April 5, 2018, at 1:00pm, Hearing Room 3, with Senior Judge David E. Grine, Sr. Specially presiding. One hour has been reserved for this conference. /s/FJA, J. 2cc Atty Rudd 2cc Atty Teufel	Ammerman, Fredric Joseph
3/22/2018	Motion Plaintiffs Motion In Limine Filed on behalf of Plaintiffs Filed By: Jonathan H Rudd,ESQ 1 CC to atty Rudd	Ammerman, Fredric Joseph
3/26/2018	Order, and now this 26th day of March it is the order of this court that argument on the plff's motion in limine be and is hereby scheduled on April 5, 2018 in hearing room 3 By the Court President Judge Ammerman 2cc Atty Rudd 4cc Atty Teufel	Ammerman, Fredric Joseph
3/28/2018	Miscellaneous Filing exhibits to plaintiffs motion in limine and supporting brief Filed by: Jonathan H Rudd, ESQ 1 cc to atty Rudd	Ammerman, Fredric Joseph
4/9/2018	Order, now this 5th day of April 2018, Plff's shall submit their brief within 10 days; defense shall submit their brief 7 days after receipt; all known points for charge shall be submitted at least 5 days prior to trial. All exhibits must be marked and an exhibit list prepared for the court reporter. Trial dates are set for April 30th, May 1st. By the Court President Judge Ammerman 2cc Atty Rudd 1cc Atty Teufel	Ammerman, Fredric Joseph
4/18/2018	Order, Now this 16th day of April, 2018, Plffs' Motion in Limine is GRANTED. /s/DEG, J. 3cc Atty Rudd 4cc Atty Teufel	Ammerman, Fredric Joseph
4/25/2018	Order, now this 23rd day of April 2018 upon consideration of Plff's Motion in Limine, it is hereby ordered tha the Motion is granted and Def. is precluded from offering any evidence as to the damages claimed in its couterclaims. By the Court Senior Judge Grine 2cc Atty Rudd 1cc Atty Teufel	Ammerman, Fredric Joseph

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5/1/2018	Deff's trial brief and motion for reconsideration of order granting motion in limine. Filed by Atty Teufel, Esq no cc	Ammerman, Fredric Joseph
	Deff's proposed jury instructions and verdict form. Filed by Atty Teufel no cc	Ammerman, Fredric Joseph
5/2/2018	Verdict Slip. See original verdict slip for full details. Filed by President Judge Ammerman no cc	Ammerman, Fredric Joseph
5/11/2018	Def's Motion for Post- trial Relief Filed by Christopher E. Mohney, Esq 3cc Atty Mohney	Ammerman, Fredric Joseph
5/17/2018	Order, Now, this day of May, 2018, following jury trial, it is the Order of this Court that Counsel provide Finding of Facts and Conclusions of Law 45 days from receipt of transcript. Counsel shall have 10 days to respond. /s/DEG, S.J. 2cc Rudd 4cc Teufel	Ammerman, Fredric Joseph
	Order, now this 17th day of May 2018 upon consideration of Deff's motion for Post-Trial Relief, argument shall be and is hereby scheduled for Friday, June 22, 2018 at 1:00pm in the Annex Courtroom. By the Court Sr. Judge David E. Grine. 2cc Atty Rudd; Atty Teufel	Ammerman, Fredric Joseph
6/21/2018	Order, and now this 20th day of June 2018 upon consideration of the joint request of counsel, argument on Deff's motion for Post Trial Relief, previously scheduled for June 22, 2018 shall be and is hereby rescheduled to Wednesday July 11, 2018 at 10:00am in Courtroom2. By the Court Judge Grine 4cc Atty Teufel 2cc Atty Rudd	Ammerman, Fredric Joseph
7/13/2018	Transcript of Proceedings, filed. no cc	Ammerman, Fredric Joseph
	Transcript of Proceedings, filed. no cc	Ammerman, Fredric Joseph
9/4/2018	Plff's proposed findings of fact and counclusion of law. Filed by Atty Rudd 1cc Atty Rudd	Ammerman, Fredric Joseph
	Affidavit of Johnathan Rudd Filed by Atty Rudd 1cc Atty Rudd	Ammerman, Fredric Joseph
9/6/2018	Miscellaneous Filing Defendants Phase II Proposed Findings of Fact and Conclusions of Law Filed By Gregory Teufel, ESQ 1 cc atty Teufel	Ammerman, Fredric Joseph

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9/11/2018	Plaintiffs Reply To Defendants Proposed Findings of a fact and Conclusions of Law Filed By: Jonathan Rudd, ESQ 1 cc atty Rudd	Ammerman, Fredric Joseph
	Opinion, Order and Verdict: Presently befcre the Court are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act after review of February 2018 Order the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhea and Giuseppe's are being determined by the Court and other determinations were property before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows: See full order for FIndings of Fact, Conclusions of Law and discussion. And now this 10th day of SEptember 2018 judgment is entered against Deff's and in favor of Plff. Deff's are ordered as Follows: To pay Plff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the proposal and payment act as coutlined in the Affidavit of Johnathan Ruddm; and to pay Plff Busse the principal amount of $4,06.60 owed along with interest and penalty at 12% each for a tctal of $17,856,75 as per the payment act as outlined in the Affidavit of Jonathan Rudd; and to pay $176,134.25 to Plff's for reasonable atty fees in the mattr as per the Payment act. By the Court Senior Judge Grine 2cc Atty RUdd 1cc Atty Teufel	Ammerman, Fredric Joseph
	Opinion and order. Presently before the Court are Post-Trial Motions fioled by the Deff. Upon review of the parteis filings and after argument, the motions are denied. See full order for all details. By the Court Senior Judge Grine 2cc Atty Teufel 1cc Atty Rudd	Ammerman, Fredric Joseph
9/13/2018	Deff's Response in Opposition to Plff's Phase II proposed findings of fact and conclusion of law. Filed by Atty Teufel no cc	Ammerman, Fredric Joseph
9/21/2018	ROA for statistical purposes only.	Ammerman, Fredric Joseph

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9/24/2018	Defendants Motion For Post Trial RElief Pursuant To Pennsylvania Riule Of Civil Procedure 227.1(c)(2) Filed By: Gregory Teufel, ESQ 1 cc atty Teufel	Ammerman, Fredric Joseph
10/9/2018	Plff's Response to Deff's Motion for Post-Trial Relief as to non-Jury decision Filed by Atty Rudd 1cc Atty Rudd	Ammerman, Fredric Joseph
10/12/2018	Order, and now this 11th day of October 2018 upon consideration of Deff's Motion for Post Trial Relief and Plff's Response it is the order of this Court that argument shall be and is hereby scheduled for Tuesday December , 2018 at 1:00pm in the Annex Courtroom By the Court Sr. Judge Grine 2cc Atty Teufel 2cc Atty Rudd	Ammerman, Fredric Joseph
2/1/2019	Opinion and order. And now this 31st day of January the prothonotary is directed to enter judgment as follows: see original for details. by the court /s/David E Grine, Senior Judge. 1cc Atty Teuful 1cc Atty Rudd	Ammerman, Fredric Joseph
2/11/2019	Deff Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief pursuant to this honorable court's February 1, 2019 order Filed by Atty Teufel 1cc Atty Teufel	Ammerman, Fredric Joseph
2/25/2019	Filing: Appeal to High Court Paid by: McNees Wallace & Nurick LLC Receipt number: 1977866 Dated: 2/25/2019 Amount: $50.00 (Check) For: [NONE] filed by: Jonathan H Rudd, esquire. 2cc Atty Rudd 1cc superior court.	Ammerman, Fredric Joseph
	Order, now this 25th day of February 2019 upon consideration of Deff's Motion for Post Trial Relief it is the order of this Court that argument shall be and is hereby scheduled for Tuesday April 16, 2019 at 10:00am in the Annex Courtroom. By the Court Sr. Judge GRine 2cc Atty Kasubick 2cc Deff	Ammerman, Fredric Joseph
3/1/2019	dEFENDANT'S NOTICE OF APPEAL Paid by: OGC LAW llc Receipt number: 1977940 Dated: 3/1/2019 Amount: $50.00 (Check) For: [NONE] filed by s/Gregory H teufel, esquire 2cc Atty Tefuel 1cc Atty Supeior court	Ammerman, Fredric Joseph
3/4/2019	appeal docket sheet Due date April 26, 2019 nocc	Ammerman, Fredric Joseph

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3/8/2019	Appeal Docket Sheet Due date April 24, 2019 no cc	Ammerman, Fredric Joseph
3/21/2019	Order, now this 21st day of March 2019 the Court having been notified of Appeal to the Superior Court of PA, it is the order of this Court that aarowhead conveory corp and Busse/SJI Corp file a concise statement of the matter complaint of on said appeal no later than 21 days herfrom, as st forth in RUle 1925b of the Fule of Appellate Procedure. By the Court President Judge FJA 1cc Atty Teufel, Atty Mohney, Atty Rudd, Atty Sughrue	Ammerman, Fredric Joseph
	Order, now this 21st day of March 2019 the Court having be notified of APpeal to the Superior court of PA, it is the order of this court that Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Managemnt, Inc and Dennis V. RAybuck, Appellants file a concise statement of the matters complaint of on said Appeal no later than 21 days herefrom, as set forth in Rule 1925b of the rule of appellate procedure By the Court Presiddent Judge FJA 1cc Atty Teufel, Atty Mohney, Atty Rudd, Atty Sughrue	Ammerman, Fredric Joseph
4/10/2019	joint motion for continuance of oral argument, consolidation of oral arguments and to appear by telephone. filed by s/Gregory H Teufel 4cc Atty Teufel & atty mohney	Ammerman, Fredric Joseph
	Defendant Giuseppes Finer foods inc's concise statement of the matters complained of on appeal filed by s/Christopher E Mohney, esquire 4cc Atty Mohney.	Ammerman, Fredric Joseph
	Plaintiff's concise statement of the errors complained of on appeal. filed by s/Jonathan H Rudd, esquire 3cc Atty Rudd.	Ammerman, Fredric Joseph
5/28/2019	Transcript of Proceedings, filed. no cc	Ammerman, Fredric Joseph
	Transcript of Proceedings, filed. no cc	Ammerman, Fredric Joseph
	Transcript of Proceedings, filed. no cc	Ammerman, Fredric Joseph
7/17/2019	Letter from Stuart Kurtz senior Judge issuing no further opinion in the case. nocc	Ammerman, Fredric Joseph
	Letter issuing no other opinion and order from Stuart L Kurtz, Senior Judge, Specially Presiding nocc	Ammerman, Fredric Joseph

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7/19/2019	Letter issuing no other opinion and order from David E Grine Sr, Senior Judge, Specially Presiding. nocc	Ammerman, Fredric Joseph
8/2/2019	Notice of change of address of Gregory H. Teufel, Carter Hoel, and OGC Law, LLC Filed by Atty Teufel no cc	Ammerman, Fredric Joseph

Disposition

Order date	In Favor Of	Disposition	Judgment
01/31/2019	Plaintiff	01/31/2019 Open	Judgment/Ejectment
Comment:	650,695.98 for breach of contract		
Plaintiff:	Arrowhead Conveyor Corporation		
Defendant:	Giuseppe's Finer Foods, Inc.		

Disposition

Order date	In Favor Of	Disposition	Judgment
01/31/2019	Plaintiff	01/31/2019 Open	Judgment/Ejectment
Comment:	17,856.75 for their claim for breach of contract		
Plaintiff:	Busse/SJI Corporation		
Defendant:	Giuseppe's Finer Foods, Inc.		

Disposition

Order date	In Favor Of	Disposition	Judgment
01/31/2019	Plaintiff	01/31/2019 Open	Judgment/Ejectment
Comment:	176,164.25 for attorneys' fees under the CSPA		
Plaintiff:	Arrowhead Conveyor Corporation Busse/SJI Corporation		
Defendant:	Giuseppe's Finer Foods, Inc.		

Disposition

Order date	In Favor Of	Disposition	Judgment
01/31/2019	Defendant	01/31/2019 Open	Judgment/Ejectment
Comment:	against plaintiff in the claim of piercing the corporate veil		
Plaintiff:	Arrowhead Conveyor Corporation Busse/SJI Corporation		
Defendant:	ICP Asset Management, Inc. ICP Global Holdings, Inc. Raybuck, Dennis V.		

Disposition

Order date	In Favor Of	Disposition	Judgment
01/31/2019	Plaintiff	01/31/2019 Open	Judgment/Ejectment
Comment:	claims asstered in counts I-IV of the counterclaims.		
Plaintiff:	Arrowhead Conveyor Corporation		
Defendant:	Giuseppe's Finer Foods, Inc.		

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Disposition

Order date	In Favor Of	Disposition		Judgment
01/31/2019	Plaintiff	01/31/2019	Open	Judgment/Ejectment

Comment: Count V of the counter claims.

Plaintiff: Busse/SJI Corporation
Defendant: Giuseppe's Finer Foods, Inc.

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

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

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

SEP 05 2019

A TRUE COPY
ATTEST:
PROTHONOTARY-CLERK

CIVIL ACTION

Date		Judge
12/29/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: McNees Wallace & Nurick LLC Receipt number: 1916987 Dated: 12/29/2006 Amount: $85.00 (Check) 4 Cert. to Sheriff 1 Cert. to Atty.	No Judge
	Case Filed.	Fredric Joseph Ammerman
3/21/2007	Sheriff Return, January 11, 2007 at 10:47 am Served the within Complaint on Giuseppe's Finer Foods Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Global Holdings Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Asset Management Inc. Janaury 11, 2007 at 10:47 am Served the within Complaint on Dennis V. Raybuck. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by McNees $94.82	No Judge
7/11/2008	Entry of Appearance, on behalf of defendants Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck, enter appearance of Christopher E. Mohney, Esquire, Gregory H. Teufel, esquire, and Eckert Seamans Cherin & Mellott, LLC. Filed by s/ Christopher E. Mohney, Esquire. 3CC Atty. Mohney	No Judge
8/7/2008	Amended Complaint, filed by s/ Jonathan H. Rudd, Esuqire. no CC	No Judge
8/25/2008	Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	No Judge
	Praecipe for Argument Date, filed by s/ Gregory H. Teufel, Esquire. no CC	No Judge
8/27/2008	Order, this 27th day of August, 2008, argument on the Defendants' Preliminary Objections to Plaintiffs' Amended Complaint is scheduled for the 26th day of Sept., 2008 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Rudd, Mohney, Teufel	Fredric Joseph Ammerman
9/2/2008	Plaintiffs' Answer to Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Jonathan H. Rudd Esq. NO CC,	Fredric Joseph Ammerman
9/5/2008	Plaintiff's Motion For Continuance of Argument Scheduled For September 26, 2008. filed by s/ Jonathan H. Rudd, Esquire. no CC	Fredric Joseph Ammerman
9/9/2008	Order, this 8th day of Sept., 2008, upon consideration of Plaintiffs' Motion for Continuace of Argument scheduled for Sept. 26, 2008, it is Ordered that the Motion is Granted and Argument on Defendants' Preliminary Objections is Continued until Oct. 21, 2008 at 1:30 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Rudd	Fredric Joseph Ammerman
9/29/2008	Defendants' Objections to Plaintiffs' Subpoena Pursuant to PA. R.CIV. P. 4009.21, filed by s/ Gregory H. Teufel, Esquire. No cc	Fredric Joseph Ammerman
9/30/2008	Defendants' Amendment of Preliminary Objections, filed by s/ Gregory H. Teufel, Esquire. no CC	Fredric Joseph Ammerman
10/14/2008	Plaintiffs' Motion to Overrule Objections to Subpoena, filed by s/ Jonathan H. Rudd, Esquire. no CC	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
10/20/2008	Order, NOW, this 17th day of Oct., 2008, upon consideration of the Plaintiffs' Motion to Overrule Objections to Subpoena, it is Ordered that argument on said Motion is scheduled for the 21st day of Oct., 2008 at 1:30 p.m. in Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Rudd; Doris faxed Attorneys Teufel and Mohney. Notified Attorney Rudd by phone	Fredric Joseph Ammerman
	Motion For Stipulated Protective Order, filed by s/ Gregory H. Teufel, Esquire. 1CC Atty. Teufel	Fredric Joseph Ammerman
	Stipulated Protective Order, this 16th day of Oct., 2008, it is Ordered that this Protective Order shall govern all discovery herein: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Fredric Joseph Ammerman
10/23/2008	Order, this 21st day of Oct., 2008, following argument on the Plaintiffs' Preliminary Objections and Defendants' Objection to Plaintiffs' Subpoena, it is Ordered that counsel for the parties have no more than 25 days from this date to submit appropriate brief relative the issues. Counsel shall submit a reply brief if they so choose, within more than 40 days from this date. Plaintiffs' subpoena be stayed until further Order of Court. By The Court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Attys; Rudd, Mohney, Teufel	Fredric Joseph Ammerman
1/16/2009	Order, this 14th day of Jan., 2009, upon consideration of the Preliminary Objections in the nature of demurrers filed on behalf of the Defendants, it is Ordered: (see original). By theCourt, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Fredric Joseph Ammerman
3/23/2009	Second Amended Complaint, filed by s/ Jonathan H. Rudd, Esquire. No CC	Fredric Joseph Ammerman
4/8/2009	Defendants' Preliminary Objections to Plaintiffs' Second Amended Complaint, filed by s/ Christopher E. Mohney, Esquire. 3CC atty. Mohney	Fredric Joseph Ammerman
4/13/2009	Order, this 13th day of April, 2009, upon consideration of Defendants' Prelminary Objections to Plaintiffs' Second Amended Complaint, it is Ordered that a hearing is scheduled for the 15th day of May, 2009 at 10:30 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC atty. Mohney	Fredric Joseph Ammerman
4/23/2009	Letter from Gregory H. Teufel to the Honorable Fredric J. Ammerman, P.J., correcting information previously submitted.	Fredric Joseph Ammerman
5/1/2009	Order, this 1st day of May, 2009, the request to cancel argument scheduled for May 15, 2009 at 10:30 is Granted. Plaintiffs shall file a written response to the Prelminary Objections within no more than 10 days from this date, and the parties are to submit letter breiefs, relative the Prelminary Objections, to the Couirt by no later than 30 days from the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, C. Mohney, G. Teufel	Fredric Joseph Ammerman
5/11/2009	Plaintiffs' Response to Defendants' Preliminary Objections to Count II of the Second Amended Complaint; filed by s/ Jonathan H. Rudd, Esquire. No CC	Fredric Joseph Ammerman
7/29/2009	Order, this 28th day of july, 2009, the Defendants' Preliminary Objection to Plaintiffs' Second Amended Complaint, Count II, is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Fredric Joseph Ammerman
8/20/2009	Defendants' Answer, New Matter, and Counterclaim to Second Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
10/31/2011	Defendants' Objections to Subpoenas Pursuant to Rule 4009.21, filed by Atty. Teufel 1 Cert. to Atty.	Fredric Joseph Ammerman
4/17/2013	Order, this 15th of April, 2013, a status conference is scheduled for the 8th of May, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, Teufel	Fredric Joseph Ammerman
5/10/2013	Order, this 8th of May, 2013, following status conference, it is Ordered that the defendant shall have no more than 30 days in which to file motion for non-pros. Evidentiary hearing on the same is scheduled for 1:30 p.m. on July 25, 2013 Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, G. Teufel	Fredric Joseph Ammerman
6/3/2013	Plaintiffs Arrowhead Conveyor Corporation's and Busse/SJI Corporation's Reply to the Second Amended Complaint together with New Matter to Counterclaim, filed by s/ Jonathan H. Rudd Esq. No CC.	Fredric Joseph Ammerman
6/7/2013	Motion For Judgment of Non Pros, filed by s/ Gregory H. Teufel, Esq. 3CC Atty. Mohney	Fredric Joseph Ammerman
6/11/2013	Order, this 7th of June, 2013, a rule is issued upon respondents. Argument is scheduled on July 25, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Mohney	Fredric Joseph Ammerman
6/24/2013	Transcript of Proceedings, filed. Status Conference, held before Fredric J. Ammerman, Pres. Judge, on May 8, 2013.	Fredric Joseph Ammerman
	Reply to New Matter to Counterclaim, filed by s/ Gregory H. Teufel, Esq. 2CC Atty. Teufel	Fredric Joseph Ammerman
7/11/2013	Entry of Appearance, on behalf of Plaintiffs, enter appearance of John Sughrue, Esq. 4CC Atty	Fredric Joseph Ammerman
7/22/2013	Plaintiffs Arrowhead Conveyor Corporation's And Busse/s JI Corporation's Response and Show of Cause to Defendants' Motion For Judgment of Non Pros, filed by s/ Jonathan H. Rudd, Esq. No CC	Fredric Joseph Ammerman
7/30/2013	Order, this 25th of July, 2013, it is Ordered that Defense counsel have no more than 8 days from this date in which to submit letter brief to the Court on the issue of the inactivity and admissibility of certain Plaintiff exhibits as indicated on the record. The Plaintiff shall have no more than 10 days thereafter in which to respond in kind. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
8/22/2013	Order this 20th day of August 2013, following evidentiary hearing on Defendants; Motion for Judgment of Non Pros, Court believing that said Motion has no merit; it is the ORDER of this Court that the Defendants' Motion for Judgment on Non Pros is DISMISSED. /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Rudd, Sughrue, Mohney and Teufel.	Fredric Joseph Ammerman
8/29/2013	Motion for Reconsideration, filed by Atty. Mohney 2 Cert. to Atty.	Fredric Joseph Ammerman
9/3/2013	Order, this 30th of Aug., 2013, the Motion for Reconsideration filed by Defendants is dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. G. Teufel	Fredric Joseph Ammerman
1/21/2014	Order this 14th day of January 2014, it is the ORDER that a pre-trial conference is scheduled for February 7, 2014 at 11:00. BY THE COURT: /s/ Fredric J Ammerman, P. Judge. 1CC Attys: J. Rudd, Sughruem Mohney and G. Teufel.	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
1/28/2014	Motion for Continuance, filed by s/ Christopher E. Mohney Esq. No CC.	Fredric Joseph Ammerman
2/3/2014	Order, this 29th of Jan., 2014, the Pre-Trial Conference is rescheduled to March 19, 2014 at 2:00 p.m. in Judge's Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Sughrue	Fredric Joseph Ammerman
2/20/2014	Motion For Bifurcation, filed by s/ Gregory H. Teufel, Esq. 1CC Atty. Teufel	Fredric Joseph Ammerman
2/25/2014	Order. 24 day of February, 2014, argument shall be held on March 19th, 2014 at 2:00 p.m. in Courtroom 1. BY THE COURT. /S/ P. JUDGE FREDRIC J. AMMERMAN. 2cc Atty. Teufel.	Fredric Joseph Ammerman
3/11/2014	Joint Motion to Convert Pretrial Conference to Status Conference, filed by s/ Christopher E Mohney Esq. 3CC Atty Mohney.	Fredric Joseph Ammerman
	Order filed. Now, March 11th, 2014, it is hereby ORDERED, ADJUDGED and DECREED that said Motion to Convert Pretrial Conference to Status Conference is GRANTED. The pretrial Conference scheduled for March 19th, 2014 shall instead be a status conference. By the Court, /s/Fredric J. Ammerman, Judge. 2CC Atty Mohney.	Fredric Joseph Ammerman
3/17/2014	Answer and Show Cause as to Reason Defendants' Motion for Bifurcation should not be Granted at the Present Time. Filed & 1cc to Honathan H. Rudd, Esq.	Fredric Joseph Ammerman
3/24/2014	Order, this 19th of March, 2014, the Defendant's Motion for Bifurcation is Denied. Both parties shall have no more than 15 days from this date in which to submit proposed case management order to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
4/7/2014	Miscellaneous Filing, Proposed Consent Case Management Order, filed by Gregory H. Teufel, Esq. No cc.	Fredric Joseph Ammerman
4/10/2014	Order, this 8th of April, 2014, upon consideration of the Motion for Bifurcation, it is Ordered: (see original). by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Fredric Joseph Ammerman
6/20/2014	Plaintiff's Discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas filed by s/Jonathan H. Rudd and John Sughrue, Esq., Attys for Plffs. 4CC Atty Sughrue.	Fredric Joseph Ammerman
6/26/2014	Preliminary Order, this 24th of June, 2014, upon consideration of Plaintiff's discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, a Rule is issued upon Defendants. The Respondants shall file an answer to the Motion within 15 days of this date. Argument shall be held on the 25th of July, 2014, at 2:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Sughrue	Fredric Joseph Ammerman
7/2/2014	Consent Motion for Extension of time to File Answer to Motion, filed by Christopher E. Mohney. Nocc.	Fredric Joseph Ammerman
7/11/2014	Order, this 8th of July, 2014, it is ordered that Defendasnts shall have an additional 7 days to file its answer to the Motion, and said answer is now due on July 16, 2014. The remaining dates listed in this Court's Order of June 24, 2014 remain unchanged. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Teufel	Fredric Joseph Ammerman
7/17/2014	Filing: Subpoena Paid by: Eckert Seamans Cherin & Mellott LLC Receipt number: 1955731 Dated: 7/17/2014 Amount: $3.00 (Check) For: [NONE]	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
7/18/2014	Response, Defendants' Response To Plaintiffs' Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, filed by Gregory H. Teufel, Esquire. 1cc.	Fredric Joseph Ammerman
8/4/2014	Defendants' Emergency Motion to Compel, filed by s/ Gregory H. Teufel, Esq. NO CC	Fredric Joseph Ammerman
8/5/2014	Order, this 1st of Aug., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 6th of Aug., 2014, at 3:30 p.m. in Courtroom 1. By the Court, /s/Fredric J. Ammerman, Pres. Judge. 3CC Atty. Teufel	Fredric Joseph Ammerman
8/6/2014	Response to Defendants' Emergency Motion to Compel, filed by s/ John Sughrue Esq. 3CC Atty Sughrue.	Fredric Joseph Ammerman
	Order, this 5th of Aug., 2014, Plaintiffs' Discovery Motion to Compel Discovery Discovery Responses and Overrule Objections to Subpoenas is Denied. The Objections to Plaintiffs' Subpoenas on First Commonwealth Bank, Clyde Ferraro, Gortech Global, International Custody Products, ICP Global Payroll, McGrath & Associates, Kohlhepp Real Estate Investment Trust, Predator Performance, Consolidated Holdings, and Dairyland Ingredients Technology are Sustained. By The Court, /s/Fredric H. Ammerman, Pres. Judge. 1CC Attys: J. Rydd, Sughrue, Mohney, G. Teufel	Fredric Joseph Ammerman
8/11/2014	Certificate Prerequisite to Service of a Subpoena on First Commonwealth Bank & McGrath McCall PC Pursuant to Pa.R.C.P. 4009.22, filed by s/ John Sughrue Esq. 1CC Atty Sughrue.	Fredric Joseph Ammerman
8/13/2014	Order, this 11th of Aug., 2014, Defendants' Emergency Motion to Compel is Granted in part and Denied in part (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, J.k sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
8/18/2014	Notice of Disposition of Luke Sicard filed by Jonathon H Rudd NO CC	Fredric Joseph Ammerman
	Notice of Disposition of Dennis Raybuck filed by Jonathon Rudd	Fredric Joseph Ammerman
	Notice of Dispositon of ICP Asset Management INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
8/19/2014	Notice of Dispositon of ICP Global Holdings INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
	Notice of Dispositon of Giuseppe's Finer Foods INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
9/12/2014	Defendants' Motion to Compel, filed by s/ Christopher E. Mohney, Esq. 2CC Atty. Mohney	Fredric Joseph Ammerman
9/15/2014	Order, this 12th of Sept., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 24th of Sept., 2014, at 10:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Mohney	Fredric Joseph Ammerman
9/22/2014	Scheduling Order, this 17th of Sept., 2014, custody conference is scheduled for the 21st of Oct., 2014, at 1:30 p.m. in Hearing Room 3. By The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Dickey	Fredric Joseph Ammerman
9/24/2014	Motion for Continuance, filed by s/ Christopher E. Mohney, Esq. No CC	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
9/25/2014	Order, this 23rd of Sept., 2014, Defendants' Motion for Continuance is granted. Ordered that Court adminstrator rescheduled the hearing on Defs. Motion to Compel scheduled for Sept. 24, 2014 to Oct. 13, 2014 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 5CC Atty. Mohney	Fredric Joseph Ammerman
9/29/2014	DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT, filed by Gregory H. Teufel. Nocc.	Fredric Joseph Ammerman
10/6/2014	Scheduling Order filed. And Now, this October 1st, 2014, Re: Motion for Partial Summary Judgment, it is hereby ORDERED that: Argument shall be held on October 13th, 2014 at 3:00PM in Courtroom No. 1. By the Court, /s/ Fredric J. Ammerman, Judge. 4CC Atty Samek.	Fredric Joseph Ammerman
10/13/2014	Order, this 9th of Oct., 2014, the hearing on Defs' Motion for Summary Judgment previously scheduled for the 13th of Oct. is rescheduled to Nov. 7, 2014, at 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
10/27/2014	Plaintiff Arrowhead Conveyor Corporations's REsponse to Defendants' Motion For Partial Summary Judgment, filed by s/ Jonathan H. Rudd, Esq., and John Sughrue, Esq. No CC	Fredric Joseph Ammerman
10/28/2014	Certificate of Service filed. On October 28th, 2014, a true and correct copy of Plff Arrowhead Conveyor Corporation's Response to Deft's Motion for Partial Summary Judgment and This Certificate of Service to Gregory H. Tuefel, Esq., Jeremy LS Samek, Esq. and Christopher E. Mohney, Esq. Filed by s/John Sughure, Esq. 4CC Atty Sughrue.	Fredric Joseph Ammerman
11/4/2014	Transcript of Proceedings, filed. Plaintiff's Motion to Compel Discovery Responses and Overrule Objections to Subpoena, held on July 25, 2014 before Fredric J. Ammerman, Pres. Judge. No CC	Fredric Joseph Ammerman
11/10/2014	Order, this 7th of Nov., 2014, it is Ordered that Defendants' Motion for Partial Summary Judgment filed Sept. 29, 2014 is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, Mohney, G. Teufel	Fredric Joseph Ammerman
12/11/2014	Motion Requesting Sealing Order filed by s/Christopher E. Mohney, Esq. 4CC Atty Mohney.	Fredric Joseph Ammerman
12/18/2014	Order12-15-2014 Motion requesting sealing order GRANTED /s/ FJA PJ 6CC Mohney	Fredric Joseph Ammerman
1/7/2015	Motion FOR EXTENSION OF TIME TO FILE PRETRAIL STATEMETN AND EXPERT REPORT, filed by nocc Aty., Teufel.	Fredric Joseph Ammerman
1/8/2015	Order Motion for Extension of Time GRANTED. Deadline for defendant's pretrial statement is now 01-16-2015, all deadlines adjusted accordingly /s/ FJA PJ 3CC Teufel	Fredric Joseph Ammerman
2/2/2015	Praecipe for Entry of Appearance filed by Gregory Teufel on behalf of the defendants. NO CC	Fredric Joseph Ammerman
4/22/2015	Order, this 21st of April, 2015, a pre-trial conference is scheduled for May 20, 2015, at 11:00 a.m. in Judge's Chambers. /s/FJA, P.J. 2CC & Pre-trial memorandum Attys: Teufel, 1CC & Pretrial Memo to Attys: Mohney, Rudd, Sughrue	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
5/11/2015	Withdrawal of Appearance of Eckert Seamans Cherin & Mellott, LLC filed by s/Jeremy L. S. Samek. NoCC.	Fredric Joseph Ammerman
5/19/2015	Plff's expert report dated may 15, 2015 in response to def's expert report of Mark. A Freemer, CPA Filed by John Sughrue	Fredric Joseph Ammerman
8/13/2015	Order, NOW, this 13th of August, 2015 ORDER that status conference be and is hereby scheduled for the 1st of October, 2015 at 2:30pm in Chambers. Counsel permitted to participate via telephone and should notify the Court if they desire to do so. s/FJA, PJ. 1cc Attny Mohney, Atty Sughrue, Atty Rudd, Atte Teufel	Fredric Joseph Ammerman
9/3/2015	Order, NOW, this 2nd of Sept, 2015 ORDER that status conference scheduled for Oct 1, 2015 be and is hereby RESCHEDULED to Oct 7, 2015 at 2pm in Chambers. Counsel will be permitted to participate via telephone and should notify Court if they desire to do so. By the court /s/FJA, PJ. 1cc Attny Rudd, Attny Sughrue, Atty Teufel, Atty Mohney	Fredric Joseph Ammerman
12/2/2015	Order, NOW, this 2nd of Dec, 2015 upon consideration of the parites agreeing to bifurcate the proceedings, three day non-jury trial on the issue of wether the Plff can peirce the corporate veil and proceed against Dennis V Raybuck personally is hereby sched for Marc 2, 3 and 4, 2016 in Courtroom 1 at 9am each day. Senior Judge Kurtz will be specially presideing. Each party has no more than 40 days to subit pre-trial statement and brief tot he CA. By the court /s/FJA, PJ. 1cc Aty Rudd, Aty Sughrue, Aty Teufel, Aty Mohney	Fredric Joseph Ammerman
1/19/2016	Consent Motion for Continuance of Bifucated Trial filed by s/Gregory H Teufel. NoCC	Fredric Joseph Ammerman
1/20/2016	Order, this 19th of Jan., 2016, upon review and consideration of the Defendants' Consent Motion for Continuance of Bifurcated Trial; it is Ordered that said Motion is Denied. The trial will continue as scheduled on March 2, 2016 through March 4, 2016. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Mohney, Atty. Sughrue	Fredric Joseph Ammerman
3/30/2016	Order, this 29th of March, 2016, a settlement conference is scheduled for May 13, 2016, at 10:00 a.m. in Hearing Room 3. Counsel for the parties are directed to submit to the Deputy Court Administrator, by no later than May 6, 2016, a Pre-Conference Memorandum, stating in a concise narrative the particulars of their case. It is ordered that the following shall be present at the settlement conference: 1. Plffs' counsel and the Plaintiffs; 2. Defendants' counsel, Defendants and/or appropriate representative(s) of the Defendants who have full authority to settle the case; and 3. Any settlement reached at this conference must be reduced to writing and/or entered on the record prior to the conclusion of the conference. 4. All parties attending the settlement conference shall have full authority for settlement of the case. /s/FJA, P.J. /s/FJA, P.J. 1CC Atty. Sughrue, Atty. Mohney, Atty. Rudd, & Atty. Teufel	Fredric Joseph Ammerman
2/7/2017	Order,, Feb. 3, 2017, a transcript of Testimony from the nonjury trial held in this case having been file, it is Ordered that counsel file proposed findings of fact, conclusions of law, and a memorandum in support of the conclusions on or before March 24, 2017. Argument will be scheduled at the request of either counsel. /s/Stewart L. Kurtz, Senior Judge Specially Presiding. 4CC Chip Bell	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
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CIVIL ACTION

Date		Judge
3/23/2017	Transcript of Proceedings. Non Jury Trial Volume I of III on March 2, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
	Transcript of Proceedings. Non Jury Trial. Volume I of III on March 3, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
	Transcript of Proceedings. NonJury Trial. Volume III of III on March 4, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
6/1/2017	Motion- Stipulated motion to file certain trial exhibits under seal. Filed By: s/ Gregory H. Teufel, Esquire. NOCC	Fredric Joseph Ammerman
6/7/2017	Order to File Certain Trial Exhibits Under Seal, NOW, this 5th of June, 2017, upon stipulation by the parties, it is Ordered that the parties may file DX 105 and DX 114 under seal. By The Court, /s/ Stewart B. Kurtz, Judge. 1CC Atty. Sughrue, Atty. Rudd, Atty. Mohney, Atty. Teufel	Stewart B. Kurtz
	Order and Memorandum, this 2nd of June, 2017, for the reasons set forth in a Memorandum filed this date, Count 3 of the Plaintiffs' Second Amended Complaint is dismissed. /s/ Steward B. Kurtz, Senior Judge. 1CC Atty. Sughrue, Atty. Rudd, atty. Mohney, Atty. Teufel	Stewart B. Kurtz
6/12/2017	Transcript of Deposition, filed. Deoposition of Dennis V. Raybuck. Filed by: s/Jonathan H. Rudd. NOCC	Fredric Joseph Ammerman
6/19/2017	Entry of Appearance. Please enter appearance on behalf of plaintiffs, Arrowhead Coveyor Corporation and Busse/SJI corporation. Filed BY: Diane M. Tokarsky. NOCC	Fredric Joseph Ammerman
	Plaintiffs' motion for post-trial relief. Filed by: Diane M. Tokarsky. NOCC	Fredric Joseph Ammerman
9/11/2017	Order, this 30th of Aug., A.D., 2017, after consideration of Plaintiffs' Motion for Post-Trial Relief, it is Ordered that the motion is denied. By The Court, /s/Stewart Kurtz, Senior Judge. 1CC Atty. Mohney, atty. Sughrue, Atty. Rudd, Atty. Teufel	Stewart B. Kurtz
9/15/2017	Order, this 15th of Sept., 2017, it is Ordered that Status Conf. is scheduled for Oct. 13, 2017,. at 3:00 p.m. in Judge's Chambers. /s/FJA, P.J. 1CC Atty. Rudd, Atty. Sughrue, Atty. Mohney	Fredric Joseph Ammerman
10/18/2017	Order, this 18th of Oct., 2017, followng status conference, it is Ordered: 1. Pre-Trial Conf. is scheduled for Feb. 9, 2018 at 2:00 p.m. in Judge's Chambers. 2. Civil Jury Selection is scheduled for March 13, 2018, at 9:00 a.m. 3. Jury Trial is scheduled for April 30 and May 1, 2018, at 9:00 a.m. each day. 4. Counsel for each party must notify the Court within 30 days from this date if they have a conflict with any of the above-listed dates. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Sughrue, Atty. Mohney	Fredric Joseph Ammerman
2/9/2018	Plaintiff's amended pretrial statement. Filed by s/Jonathan H Rudd, esquire 1cc Atty Rhudd	Fredric Joseph Ammerman
2/13/2018	Order, 12 FEb. 2018 following pre-trial conf. amoung court and the parties Order of Court as follows: see original for all order details: BY THE COURT:S/ FJA,PJ. 2cc aty. Rudd, 2cc aty. Teufel	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
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CIVIL ACTION

Date		Judge
3/6/2018	Order, Now,this 5tg day of March, 2018, it is the Order of this Court that a status conference is scheduled among Counsel and the Court on April 5, 2018, at 1:00pm, Hearing Room 3, with Senior Judge David E. Grine, Sr. Specially presiding. One hour has been reserved for this conference. /s/FJA, J. 2cc Atty Rudd 2cc Atty Teufel	Fredric Joseph Ammerman
3/22/2018	Motion Plaintiffs Motion In Limine Filed on behalf of Plaintiffs Filed By: Jonathan H Rudd,ESQ 1 CC to atty Rudd	Fredric Joseph Ammerman
3/26/2018	Order, and now this 26th day of March it is the order of this court that argument on the plff's motion in limine be and is hereby scheduled on April 5, 2018 in hearing room 3 By the Court President Judge Ammerman 2cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
3/28/2018	Miscellaneous Filing exhibits to plaintiffs motion in limine and supporting brief Filed by: Jonathan H Rudd, ESQ 1 cc to atty Rudd	Fredric Joseph Ammerman
4/9/2018	Order, now this 5th day of April 2018, Plff's shall submit their brief within 10 days; defense shall submit their brief 7 days after receipt; all known points for charge shall be submitted at least 5 days prior to trial. All exhibits must be marked and an exhibit list prepared for the court reporter. Trial dates are set for April 30th, May 1st. By the Court President Judge Ammerman 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
4/18/2018	Order, Now this 16th day of April, 2018, Plffs' Motion in Limine is GRANTED. /s/DEG, J. 3cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
4/25/2018	Order, now this 23rd day of April 2018 upon consideration of Plff's Motion in Limine, it is hereby ordered tha the Motion is granted and Def. is precluded from offering any evidence as to the damages claimed in its couterclaims. By the Court Senior Judge Grine 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
5/1/2018	Deff's trial brief and motion for reconsideration of order granting motion in limine. Filed by Atty Teufel, Esq no cc	Fredric Joseph Ammerman
	Deff's proposed jury instructions and verdict form. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
5/2/2018	Verdict Slip. See original verdict slip for full details. Filed by President Judge Ammerman no cc	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
5/11/2018	Def's Motion for Post- trial Relief Filed by Christopher E. Mohney, Esq 3cc Atty Mohney	Fredric Joseph Ammerman
5/17/2018	Order, Now, this day of May, 2018, following jury trial, it is the Order of this Court that Counsel provide Finding of Facts and Conclusions of Law 45 days from receipt of transcript. Counsel shall have 10 days to respond. /s/DEG, S.J. 2cc Rudd 4cc Teufel	Fredric Joseph Ammerman
	Order, now this 17th day of May 2018 upon consideration of Deff's motion for Post-Trial Relief, argument shall be and is hereby scheduled for Friday, June 22, 2018 at 1:00pm in the Annex Courtroom. By the Court Sr. Judge David E. Grine. 2cc Atty Rudd; Atty Teufel	Fredric Joseph Ammerman
6/21/2018	Order, and now this 20th day of June 2018 upon consideration of the joint request of counsel, argument on Deff's motion for Post Trial Relief, previously scheduled for June 22, 2018 shall be and is hereby rescheduled to Wednesday July 11, 2018 at 10:00am in Courtroom2. By the Court Judge Grine 4cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman
7/13/2018	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
9/4/2018	Plff's proposed findings of fact and counclusion of law. Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
	Affidavit of Johnathan Rudd Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
9/6/2018	Miscellaneous Filing Defendants Phase II Proposed Findings of Fact and Conclusions of Law Filed By Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
9/11/2018	Plaintiffs Reply To Defendants Proposed Findings of a fact and Conclusions of Law Filed By: Jonathan Rudd, ESQ 1 cc atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
9/11/2018	Opinion, Order and Verdict: Presently before the Court are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act after review of February 2018 Order the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhea and Giuseppe's are being determined by the Court and other determinations were property before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows: See full order for FIndings of Fact, Conclusions of Law and discussion. And now this 10th day of SEptember 2018 judgment is entered against Deff's and in favor of Plff. Deff's are ordered as Follows: To pay Plff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the proposal and payment act as coutlined in the Affidavit of Johnathan Ruddm; and to pay Plff Busse the principal amount of $4,06.60 owed along with interest and penalty at 12% each for a total of $17,856,75 as per the payment act as outlined in the Affidavit of Jonathan Rudd; and to pay $176,134.25 to Plff's for reasonable atty fees in the mattr as per the Payment act. By the Court Senior Judge Grine 2cc Atty RUdd 1cc Atty Teufel	Fredric Joseph Ammerman
	Opinion and order. Presently before the Court are Post-Trial Motions fioled by the Deff. Upon review of the parteis filings and after argument, the motions are denied. See full order for all details. By the Court Senior Judge Grine 2cc Atty Teufel 1cc Atty Rudd	Fredric Joseph Ammerman
9/13/2018	Deff's Response in Opposition to Plff's Phase II proposed findings of fact and conclusion of law. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
9/21/2018	ROA for statistical purposes only.	Fredric Joseph Ammerman
9/24/2018	Defendants Motion For Post Trial REIief Pursuant To Pennsylvania Riule Of Civil Procedure 227.1(c)(2) Filed By: Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
10/9/2018	Plff's Response to Deff's Motion for Post-Trial Relief as to non-Jury decision Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
10/12/2018	Order, and now this 11th day of October 2018 upon consideration of Deff's Motion for Post Trial Relief and Plff's Response it is the order of this Court that argument shall be and is hereby scheduled for Tuesday December , 2018 at 1:00pm in the Annex Courtroom By the Court Sr. Judge Grine 2cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
2/1/2019	Opinion and order. And now this 31st day of January the prothonotary is directed to enter judgment as follows: see original for details. by the court /s/David E Grine, Senior Judge. 1cc Atty Teuful 1cc Atty Rudd	Fredric Joseph Ammerman
2/11/2019	Deff Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief pursuant to this honorable court's February 1, 2019 order Filed by Atty Teufel 1cc Atty Teufel	Fredric Joseph Ammerman
2/25/2019	Filing: Appeal to High Court Paid by: McNees Wallace & Nurick LLC Receipt number: 1977866 Dated: 2/25/2019 Amount: $50.00 (Check) For: [NONE] filed by: Jonathan H Rudd, esquire. 2cc Atty Rudd 1cc superior court.	Fredric Joseph Ammerman
	Order, now this 25th day of February 2019 upon consideration of Deff's Motion for Post Trial Relief it is the order of this Court that argument shall be and is hereby scheduled for Tuesday April 16, 2019 at 10:00am in the Annex Courtroom. By the Court Sr. Judge GRine 2cc Atty Kasubick 2cc Deff	Fredric Joseph Ammerman
3/1/2019	dEFENDANT'S NOTICE OF APPEAL Paid by: OGC LAW llc Receipt number: 1977940 Dated: 3/1/2019 Amount: $50.00 (Check) For: [NONE] filed by s/Gregory H teufel, esquire 2cc Atty Tefuel 1cc Atty Supeior court	Fredric Joseph Ammerman
3/4/2019	appeal docket sheet Due date April 26, 2019 nocc	Fredric Joseph Ammerman
3/8/2019	Appeal Docket Sheet Due date April 24, 2019 no cc	Fredric Joseph Ammerman
3/21/2019	Order, now this 21st day of March 2019 the Court having been notified of Appeal to the Superior Court of PA, it is the order of this Court that aarowhead conveory corp and Busse/SJI Corp file a concise statement of the matter complaint of on said appeal no later than 21 days herfrom, as st forth in RUie 1925b of the Fule of Appellate Procedure. By the Court President Judge FJA 1cc Atty Teufel, Atty Mohney, Atty Rudd, Atty Sughrue	Fredric Joseph Ammerman
	Order, now this 21st day of March 2019 the Court having be notified of APpeal to the Superior court of PA, it is the order of this court that Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Managemnt, Inc and Dennis V. RAybuck, Appellants file a concise statement of the matters complaint of on said Appeal no later than 21 days herefrom, as set forth in Rule 1925b of the rule of appellate procedure By the Court Presiddent Judge FJA 1cc Atty Teufel, Atty Mohney, Atty Rudd, Atty Sughrue	Fredric Joseph Ammerman
4/10/2019	joint motion for continuance of oral argument, consolidation of oral arguments and to appear by telephone. filed by s/Gregory H Teufel 4cc Atty Teufel & atty mohney	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
4/10/2019	Defendant Giuseppes Finer foods inc's concise statement of the matters complained of on appeal filed by s/Christopher E Mohney, esquire 4cc Atty Mohney.	Fredric Joseph Ammerman
	Plaintiff's concise statement of the errors complained of on appeal. filed by s/Jonathan H Rudd, esquire 3cc Atty Rudd.	Fredric Joseph Ammerman
5/28/2019	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
7/17/2019	Letter from Stuart Kurtz senior Judge issuing no further opinion in the case. nocc	Fredric Joseph Ammerman
	Letter issuing no other opinion and order from Stuart L Kurtz, Senior Judge, Specially Presiding nocc	Fredric Joseph Ammerman
7/19/2019	Letter issuing no other opinion and order from David E Grine Sr, Senior Judge, Specially Presiding. nocc	Fredric Joseph Ammerman
8/2/2019	Notice of change of address of Gregory H. Teufel, Carter Hoel, and OGC Law, LLC Filed by Atty Teufel no cc	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	)	
Plaintiff,	)	
v.	)	No. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	)	
Defendants.	)	

NOTICE OF CHANGE OF ADDRESS

The address for Gregory H. Teufel, Carter Hoel, and OGC Law, LLC has changed from:

615 Washington Rd., Suite 405
Pittsburgh, PA 15228

to:

1575 McFarland Rd., Suite 201
Pittsburgh, PA 15216.

Phone numbers and other contact information remain the same.

Dated: July 30, 2019

Respectfully submitted,

OGC LAW, LLC

Gregory H. Teufel
Pa. Id. No. 73062
Carter Hoel
Pa. Id. No. 316880
OGC Law, LLC
1575 McFarland Rd., Suite 201
Pittsburgh, PA 15216
V: 412-253-4622
F: 412-253-4623
gteufel@OGCLaw.net

O/AR NOCC

BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

2019 AUG -1 A 9:06

FILED

(152)

JUDGE'S CHAMBERS
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

PAUL E. CHERRY
JUDGE

June 19, 2019

FILED
01 2pm/AR
JUN 19 2019
NOCC
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURT

Nicholas V. Corsetti
Deputy Prothonotary
Superior Court of Pennsylvania
310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297

Re: ***Arrowhead Conveyor Corporation, et al v. Giuseppe's Finer Foods, Inc., et al***
No. 309 WDA 2019
No. 2006-2159-CD (Court of Common Pleas)

Dear Mr. Corsetti:

Please be advised that I will be submitting no further Opinion in this case.

Sincerely,

David E. Grine, Sr.,
Senior Judge, Specially Presiding

cc: Prothonotary

(151)

JUDGE'S CHAMBERS
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

PAUL E. CHERRY
JUDGE

July 15, 2019

Nicholas V. Corsetti
Deputy Prothonotary
Superior Court of Pennsylvania
310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297

Re: ***Arrowhead Conveyor Corporation, et al v. Giuseppe's Finer Foods, Inc., et al***
No. 309 WDA 2019
No. 2006-2159-CD (Court of Common Pleas)

FILED
01/AR/3pm
JUL 17 2019
NOCC
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

Dear Mr. Corsetti:

Please be advised that I will be submitting no further Opinion in this case.

Sincerely,

Stuart L. Kurtz, Senior Judge
Specially Presiding

ORIGINAL

IN THE COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED
01/1amm
MAY 23 2019
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION	)	
VS.	)	NO. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK	)	

TRANSCRIPT OF PROCEEDINGS

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF

HELD BEFORE THE HONORABLE

DAVID E. GRINE, SPECIALLY PRESIDING

on Wednesday, July 11, 2018

A P P E A R A N C E S:

FOR THE PLAINTIFF:

JONATHAN H. RUDD, ESQUIRE

FOR THE DEFENDANT:

CARTER C. HOEL, ESQUIRE

Reported by: Cathy Warrick Provost, RMR

Official Court Reporter

(148)

ORIGINAL

IN THE COURT OF COMMON PLEAS OF

CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION	)	
VS.	)	NO. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK	)	

FILED
MAY 28 2019
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

TRANSCRIPT OF PROCEEDINGS

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF

HELD BEFORE THE HONORABLE

DAVID E. GRINE, SPECIALLY PRESIDING

on Wednesday, December 4, 2018

A P P E A R A N C E S:

FOR THE PLAINTIFF:

JONATHAN H. RUDD, ESQUIRE

FOR THE DEFENDANT:

CARTER C. HOEL, ESQUIRE

Reported by: Cathy Warrick Provost, RMR

Official Court Reporter

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION, PLAINTIFFS	}	NO. 2006-2159-CD
VS.	}	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK, DEFENDANTS	}	ORIGINAL

TRANSCRIPT OF PROCEEDINGS
STATUS CONFERENCE
PLAINTIFF'S MOTION IN LIMINE

BEFORE: HONORABLE DAVID E. GRINE, S.J.
SPECIALLY PRESIDING

DATE: APRIL 5, 2018, 1:00 P.M.

PLACE: CLEARFIELD COUNTY COURTHOUSE
COURTROOM NO. 3
CLEARFIELD, PENNSYLVANIA

REPORTED BY: JENNY L. SCALISE, RPR
COURT REPORTER

FILED
01/2:51pm/AR
MAY 28 2019
Noic
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

APPEARANCES:

JOHNATHAN RUDD, ESQUIRE

FOR - PLAINTIFF

GREGORY TEUFEL, ESQUIRE

FOR - DEFENDANT

FILED
01:49pm
APR 10 2019
JOAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
COPY

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION, Plaintiffs v. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK Defendants.	CIVIL DIVISION No. 2006-2159-CD PLAINTIFFS' CONCISE STATEMENT OF THE ERRORS COMPLAINED OF ON APPEAL Filed on behalf of Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation Counsel of Record: Jonathan H. Rudd, Esquire I.D. No. 56880 100 Pine Street P.O. Box 1166 Harrisburg, PA 17108 (717) 237-5405 telephone (717) 260-1737 facsimile jrudd@mwn.com John Sughrue, Esquire I.D. No. 01037 225 East Market Street Clearfield, PA 16830 (814) 765-1704 telephone (814) 765-6959 facsimile jsughrue@sughruelaw.com

PLAINTIFFS' CONCISE STATEMENT
OF ERRORS COMPLAINED OF ON APPEAL

AND NOW COMES, Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation, by and through their attorneys McNees Wallace & Nurick LLC, and make the following Concise Statement of Errors Complaint Of On Appeal in accordance with Pa.R.App.P. 1925(b).

1. Plaintiffs have appealed to the Superior Court of Pennsylvania from the Order dated January 31, 2019 and entered in this matter on February 1, 2019, directing the Prothonotary to enter judgment in favor of Defendants ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck and against Plaintiff on the claim of piercing the corporate veil.

2. In order to avoid any confusion or doubt, Plaintiffs are not appealing from any ruling or decision made by the Honorable David E. Grine, Sr. regarding his handling of the claims asserted in Counts I and II of the Second Amended Complaint or his disposal of Defendants' Counterclaims. Rather, Plaintiffs' appeal focuses on the Order dated June 2, 2017 and issued by the Honorable Stewart L. Kurtz wherein Judge Kurtz ordered that "Count 3 of the Plaintiffs' Second Amended Complaint is dismissed".

3. Plaintiffs contend that Judge Kurtz made the following errors in dismissing Plaintiffs' claim for piercing the corporate veil:

a. Judge Kurtz erred in concluding that he was not entitled to pierce the corporate veil even where justice and equity supported holding Dennis V. Raybuck ("Raybuck") responsible for a debt of the corporation. Specifically, Judge Kurtz ruled as follows on this issue:

> At argument Plaintiffs proffered as a basis for relief the notion that Mr. Raybuck made some bad business decisions, and in this regard, the decision in the fall of 2005 not to pay the equipment vendors in full was pointed to as an example. This decision was characterized as not only bad since the money was available to pay but also not a fair and equitable way to treat people. Equity, it was argued, compels that the corporate veil be pierced to right this wrong.
>
> The problem with the argument is that there is no law to support it. Also, the argument overlooks the reality that we live our lives forward without the benefit of hindsight.

(Memorandum of 6/2/17 at p. 30).

b. Judge Kurtz erred in not concluding that justice and equity supported piercing the corporate veil as to Raybuck and holding him responsible for payment of the debt owed by Giuseppe's Finer Foods, Inc. to Plaintiffs where Raybuck made the decision to not pay Giuseppe's despite that there were sufficient funds to pay Plaintiffs and Raybuck was only looking to enrich himself at the time this decision was made. See Memorandum of 6/2/17 at p. 22, Finding of Fact 94 ("Mr. Raybuck took this step in spite of the fact that Giuseppe's had sufficient cash available to pay in full all of his equipment vendors.")

c. Judge Kurtz erred in concluding that Giuseppes was properly capitalized where Giuseppes was not independently capitalized and was dependent on Raybuck's decision to either put his own money into Giuseppes or use funds available to ICP Global to pay Giuseppes' debts, and where Raybuck did not put his own funds into Giuseppes until well after Giuseppes was required to pay Plaintiffs and did not contribute the available funds of ICP Global to Giuseppes so that it could pay Plaintiffs. Specifically, Judge Kurtz ruled that: "The fact that at the outset the corporations were adequately capitalized was admitted." (Memorandum of 6/2/17 at p. 29). It was never admitted that Giuseppes was adequately capitalized, and Judge Kurtz erred in failing to

accept Plaintiffs' argument that the capitalization of a parent corporation that had no obligation to fund its subsidiary's debts was not adequate capitalization of the subsidiary.

d. Judge Kurtz erred in accepting that the capitalization of ICP Global was an adequate capitalization of Giuseppes where there were multiple subsidiaries competing for the same limited funds and there was no agreement or obligation for ICP Global to use its funds to pay Giuseppes' debts rather than the debts of the other subsidiaries, and the evidence established that significant monies were used and/or diverted by ICP Global to fund these separate business operations that could have been used to pay Giuseppes' debts. Judge Kurtz ruled that: "The credible evidence indicated there was no comingling of corporate and personal funds." (Memorandum of 6/2/17 at pp. 29-30). Although there was no evidence of comingling of corporate and personal funds, Judge Kurtz erred in failing to recognize that there was significant evidence that there was comingling of funds between the various subsidiaries and Raybuck simply elected to divert funds that could and should have been used to pay Plaintiffs to the operations of other subsidiaries, some of which provided a personal benefit to Raybuck.

e. Judge Kurtz erred in concluding that the problems International Custom Products, Inc. was experiencing with the federal government excused Raybuck from properly capitalizing Giuseppes or using money available to ICP Global so that it could pay for the equipment needed to start up the food processing facility. Judge Kurtz described the problems associated with International Custom Products, Inc. at Findings

of Fact 70 – 94. (Memorandum of 6/2/17 at pp. 16-22). Judge Kurtz specifically stated as follows:

> 84. The impact on Giuseppe's of this federal litigation can't be overstated.
>
> 85. The inability of ICP, Inc., to import white sauce put it out of business and stopped the significant flow of cash from ICP, Inc., to ICP Global and from there to Giuseppe's.
>
> * * *
>
> 91. Accordingly, in the fall of 2005, Mr. Raybuck took steps he believed necessary under the circumstances to keep Giuseppe's viable.
>
> 92. The circumstances that compelled this action included the cost overruns experienced in the construction phase of the project, the amount still owed to the equipment purveyors, the delays in making the plant operational due to equipment failures, and, most significantly the loss of profitability by ICP, Inc.
>
> 93. As an initial step, Mr. Raybuck directed his staff to notify all equipment vendors that payment of the final fifteen (15%) per cent owed them on their contracts would be temporarily suspended.
>
> 94. Mr. Raybuck took this step in spite of the fact that Giuseppe's had sufficient cash available to pay in full all of his equipment vendors.

(Memorandum of 6/2/17 at pp. 20-22). Judge Kurtz erred in concluding that any of the events involving the problems of International Custom Products, Inc. justify Raybuck's decision to hold onto his own money that was supposed to have been invested into Guiseppes and force Plaintiffs to essentially finance the start-up of Guiseppes' operations.

f. Judge Kurtz erred in concluding that Raybuck's purported good faith in making business decisions somehow prevented the Court from piercing the corporate veil and holding Raybuck personally responsible for the debt to Plaintiffs where it was Raybuck's decision not to pay Plaintiffs or contribute funds to Giuseppes so that it could

both pay Plaintiffs and continue its operations. Specifically, Judge Kurtz ruled that: "In this regard, this Court is absolutely certain Mr. Raybuck made business decisions in good faith and believing that they were right at the time. We're also certain that looking back he probably would do some things differently. But speculation provides no basis for relief." (Memorandum of 6/2/17 at p. 30). It is not speculation that Raybuck could have paid Plaintiffs in the fall of 2005 and simply elected to hold onto the money that was available to pay Plaintiffs. Judge Kurtz erred in failing to recognize that justice and equity now require Raybuck to satisfy the obligations of Giuseppes to Plaintiffs that he should have made certain were satisfied in the fall of 2005.

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

By John Sughrue, Esquire
Attorney I.D. No. 01037
225 East Market Street
Clearfield, PA 16830
(814) 765-1704 telephone
(814) 765-6959 facsimile
jsughrue@sughruelaw.com

Dated: April 8, 2019

Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

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

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

Dated: April 8, 2019

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing document was served upon the following by first class mail:

Gregory H. Teufel, Esquire
OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
gteufel@OGCLaw.net

Christopher E. Mohney, Esquire
51 Beaver Drive, Suite 1
DuBois, PA 15801
cemesq@verizon.net

Trial Judge (Sitting by Special Designation)
David E. Grine, Senior Judge
230 East Market Street
Clearfield, PA 16830

Jonathan H. Rudd

Date: April 8, 2019

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

COPY

DEFENDANT GIUSEPPE'S FINER FOODS, INC.'S CONCISE STATEMENT OF THE MATTERS COMPLAINED OF ON APPEAL

Filed on behalf of Defendant

Giuseppe's Finer Foods, Inc.,

Counsel of Record:

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esquire
Pa. Id. No. 316880

OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
(412) 253-4622
(412) 253-4623 (facsimile)

Christopher E. Mohney, Esquire
Pa. I.D. No. 63494
51 Beaver Drive, Suite 1
DuBois, PA 15801
(814) 375-1044
(814) 375-1088 (facsimile)

FILED
01/2:00/nc
APR 10 2019
cc Atty Mohney
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

145

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
Plaintiffs,	No. 2006-2159-CD
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

DEFENDANT GIUSEPPE'S FINER FOODS, INC.'S CONCISE STATEMENT OF THE MATTERS COMPLAINED OF ON APPEAL

Defendant Giuseppe's Finer Foods, Inc. (hereinafter "Giuseppe's"), by and through its attorneys, OGC Law, LLC, respectfully files this Concise Statement of the Matters Complained of on Appeal pursuant to Rule 1925(b) of the Pennsylvania Rules of Appellate Procedure:

1. The Court erred, in granting Plaintiffs' Motion in Limine and precluding Giuseppe's from introducing evidence and testimony of the substantial defects in the equipment and services provided by Plaintiffs, because the jury should have been allowed to consider the substantial defects in determining whether Giuseppe's had legitimate counterclaims against the Plaintiffs, whether Giuseppe's had a defense for breaching the contract(s), and whether the Plaintiffs established a prima facie case of its performance of the contract(s).

2. The Court erred, in refusing to issue a curative instruction after Plaintiffs' counsel stated "And you didn't hear any evidence that there was any complaints[1]" and "After it was installed, did the customer come back and say these items that we noted earlier at the factory

1 Transcript of Proceedings, Jury Trail, Volume II, Page 161, Lines 24-25.

acceptance test weren't done? There were no complaints that came back that said anything wasn't corrected[2]" in his closing remarks, because those statements were highly prejudicial when Plaintiffs' counsel knew that Giuseppe's had repeatedly complained of the substantial defects in the equipment and services provided by Plaintiffs and Giuseppe's would have offered evidence of such complaints but for the Order granting Plaintiffs' Motion in Limine.

3. The Court erred, in determining that Plaintiffs adduced sufficient evidence to establish the existence of an oral contract between Giuseppe's and Plaintiff Busse/SJI Corporation ("Busse"), because Plaintiffs failed to produce any evidence of the general conversation and/or circumstances surrounding the alleged oral contract, including the participants in the conversation(s), the date(s) of the conversation, and/or the nature of the discussion.

4. The Court erred, in permitting the introduction of an e-mail and related testimony which purported to establish the existence of a written contract between Giuseppe's and Busse, because that testimony was different from and inconsistent with the cause of action pled in Count II of the Second Amended Complaint, which expressly alleged an oral contract between Giuseppe's and Busse, and the e-mail that allegedly formed the basis of a written contract was not attached to the Second Amended Complaint.

5. The Court erred, in failing to determine the terms, specifications, conditions, and/or requirements of the written contract between Giuseppe's and Arrowhead Conveyor Corporation ("Arrowhead"), pursuant to the Court's February 12, 2018 Order, prior to the conclusion of the jury trial and erred in failing to communicate its determination of any such

2 Transcript of Proceedings, Jury Trail, Volume II, Page 162, Lines 2-6.

terms to the jury, because a jury cannot properly determine whether a contract has been breached without knowing the terms of the contract.

6. The Court erred, in failing to determine the existence of and any terms, specifications, conditions, and/or requirements of the oral contract between Giuseppe's and Busse, pursuant to the Court's February 12, 2018 Order, prior to the conclusion of the jury trial and erred in failing to communicate its determination of any such terms to the jury, because a jury cannot properly determine whether a contract has been breached without knowing the terms of the contract.

7. The Court erred, in issuing Finding of Fact No. 2, finding Section 2.B of the written contract between Giuseppe's and Arrowhead was applicable, because the plain language of Section 2.B states that the provision is only applicable to "Parts & Services and equipment orders less than $15,000 value" and it is undisputed that the order in question substantially exceeded $15,000.00 in value.

8. The Court erred, in determining that the Pennsylvania Contractor and Subcontractor Payment Act was applicable because Plaintiffs were not "contractors" or "subcontractors" as defined by the Act.

9. The Court erred, in determining that the Pennsylvania Contractor and Subcontractor Payment Act was applicable because the parties did not enter into a "construction contract" as defined by the Act

10. The Court erred, in determining that the Pennsylvania Contractor and Subcontractor Payment Act was applicable because Plaintiffs did not "improve" real property as defined by the Act.

Respectfully submitted,

Dated: April 9, 2019

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

CERTIFICATE OF COMPLAINCE

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

Respectfully submitted,

OGC Law, LLC

April 9, 2019

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esquire
Pa. Id. No. 316880

CERTIFICATE OF SERVICE

I certify that the foregoing Defendant's Concise Statement of Matters Complained of on Appeal was served this 9 day of April, 2019, via First Class U.S. Mail, postage prepaid, upon the following:

The Honorable David E. Grine
Trial Judge, Sitting by Special Designation
230 East Markey Street
Clearfield, PA 16830

Jonathan H. Rudd, Esquire
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, Pennsylvania 17108-1166
Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

JOINT MOTION FOR CONTINUANCE OF ORAL ARGUMENT, CONSOLIDATION OF ORAL AGRUMENTS, AND TO APPEAR BY TELEPHONE

Filed on behalf of all Parties:

Counsel of Record for Defendants:
Gregory H. Teufel
Pa. Id. No. 73062
Carter C. Hoel
Pa. Id. No. 316880
OGC Law, LLC
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Counsel of Record for Plaintiffs:
Jonathan H. Rudd, Esquire
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FILED
0/2pm
APR 10 2019
4CC Atty Murney / Atty
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS Teufel

(44)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
Plaintiffs,	No. 2006-2159-CD
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

JOINT MOTION FOR CONTINUANCE OF ORAL ARGUMENT, CONSOLIDATION OF ORAL AGRUMENTS, AND TO APPEAR BY TELEPHONE

AND NOW, come the parties, Plaintiffs, Arrowhead Conveyor Corporation (hereinafter "Arrowhead") and Busse/SJI Corporation ("Busse") and Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck") (collectively the "Parties"), by and through their attorneys, and hereby file the following Joint Motion for Continuance of Oral Argument, Consolidation of Oral Arguments, and to Appear by Telephone, averring as follows:

1. This Honorable Court is currently scheduled to hear oral argument on Defendants' third motion for post-trial relief ("Third Motion for Post-Trial Relief") on Tuesday, April 16, 2019 at 10:00 a.m.

2. During oral argument on the Defendants' second motion for post-trial relief, the Court and counsel for the Parties discussed the need for a formal disposition of the Defendants' counterclaims.

3. The Court issued its February 1, 2019 Order which dismissed the counterclaims.

4. The sole issue raised in Defendants' Third Motion for Post-Trial Relief is the dismissal of the Defendants' counterclaims.

5. During oral argument on the Defendants' second motion for post-trial relief, the Court indicated that should oral argument on the Defendants' Third Motion for Post-Trial Relief occur, the Parties would be permitted to appear by telephone.

6. The February 1, 2019 Order was a "final order" for the purpose of appellate procedure and both Parties filed timely notices of appeal.

7. This Court ordered both Plaintiffs and Defendants to file their concise statements of matters complained of on appeal ("1925(b) Statement") on or before April 11, 2019.

8. Defendants will include the sole issue of the Third Motion for Post-Trial Relief (the dismissal of Defendants' counterclaim) in their 1925(b) Statement.

9. In the interest of judicial economy, the Parties respectfully request that the Court postpone the oral argument on Defendants' Third Motion for Post-Trial Relief until after the parties and Court have the opportunity to review and fully consider the 1925(b) Statements.

10. The Parties respectfully request that oral argument on Defendants' Third Motion for Post-Trial Relief and oral argument on the 1925(b) Statements be consolidated and heard at the same time.

11. The Parties respectfully request that they be permitted to appear by telephone at the consolidated oral argument.

WHEREFORE, the Parties respectfully request that this Honorable Court continue the oral argument currently scheduled for April 16, 2019 at 10:00 a.m., consolidate oral argument on the Third Motion for Post-Trial Relief and oral argument on the 1925(b) Statements, and permit the Parties to appear by telephone at the consolidated oral argument.

Respectfully submitted,

Jonathan H. Rudd, Esquire
John Sughrue, Esquire

Attorneys for Plaintiffs,
Arrowhead Conveyor Corporation and
Busse/SJI Corporation

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants,
Giuseppe's Finer Foods, Inc., ICP Global
Holdings, Inc., ICP Asset Management, Inc.,
and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

ORDER OF COURT

AND NOW, this ___ day of _____, 2019, upon due consideration of the Joint Motion for Continuance of Oral Argument, Consolidation of Oral Arguments, and to Appear by Telephone, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Oral argument currently scheduled for April 16, 2019 at 10:00 a.m. is hereby CONTINUED until _____, _____, 2019.
2. Oral argument on Defendants' Third Motion for Post-Trial Relief shall be consolidated with oral argument on the Parties 1925(b) concise statements.
3. The Parties shall be permitted to appear at the consolidated oral argument by telephone.

BY THE COURT:

_____, J.

CERTIFICATE OF COMPLIANCE

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

April 8, 2019

Carter C. Hoel, Esquire
Pa. Id. No. 316880

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Joint Motion for Continuance of Oral Argument, Consolidation of Oral Arguments, and to Appear by Telephone has been served upon the following counsel of record by first class U.S. mail this 8 day of April, 2019.

Jonathan H. Rudd, Esquire
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, Pennsylvania 17108-1166
Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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

AAROWHEAD CONVEYOR CORPORATION	*	NO. 2006-2159-CD
and BUSSE/SJI CORPORATION	*	
Plaintiffs	*	
vs.	*	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC. and DENNIS V. RAYBUCK,	*	
Defendants	*	

FILED 1cc Atty Treffel 1cc Atty Mohney
MAR 21 2019 1cc Atty Rudd 1cc Atty Sughrue
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

ORDER

NOW, this 21st day of March, 2019, the Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter, it is the ORDER of this Court that **GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC. and DENNIS V. RAYBUCK,** Appellants, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT:

DAVID E. GRINE, SR.
Senior Judge, Specially Presiding

4

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

AAROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION Plaintiffs vs. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC. and DENNIS V. RAYBUCK, Defendants	*	NO. 2006-2159-CD

FILED
01 AL 12pm
MAR 21 2019
cc Atty Teufel, Atty Mahaney
BRIAN K. SPENCER Atty Rudel
PROTHONOTARY & CLERK OF COURTS
Atty Sughrue

ORDER

NOW, this 21st day of March, 2019, the Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter, it is the ORDER of this Court that **AAROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION,** Appellants, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT:

DAVID E. GRINE, SR.
Senior Judge, Specially Presiding

(142)

2006-2159-CD

Appeal Docket Sheet **Superior Court of Pennsylvania**

Docket Number: 351 WDA 2019

March 5, 2019

Secure

CAPTION

Arrowhead Conveyor Corporation and Busse/SJI Corporation

v.

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck
Appellants

CASE INFORMATION

Initiating Document:	Notice of Appeal		
Case Status:	Active		
Case Processing Status:	March 5, 2019	Awaiting Original Record	
Journal Number:			
Case Category:	Civil	Case Type(s):	Assumpsit

CONSOLIDATED CASES **RELATED CASES**

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement — Next Event Due Date: March 19, 2019
Next Event Type: Original Record Received — Next Event Due Date: April 30, 2019

COUNSEL INFORMATION

Appellant **Raybuck, Dennis V.**

Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

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141

Appeal Docket Sheet **Superior Court of Pennsylvania**

Docket Number: 351 WDA 2019

March 5, 2019

Secure

COUNSEL INFORMATION

Appellant **ICP Global Holdings, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney:	Teufel, Gregory Hugh
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Appellant **ICP Asset Management, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

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Appellant **Giuseppe's Finer Foods, Inc.**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

Attorney:	Teufel, Gregory Hugh
Bar No:	073062
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Secure



COUNSEL INFORMATION

Appellee **Busse/SJI Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status:

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Bar No:	001037
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Appellee **Arrowhead Conveyor Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status:

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FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
03/05/2019	Notice of Appeal	90.25	03/05/2019	2019-SPR-W-000196	90.25

Appeal Docket Sheet | **Superior Court of Pennsylvania**

Docket Number: 351 WDA 2019

March 5, 2019

Secure

AGENCY/TRIAL COURT INFORMATION

Order Appealed From:	February 1, 2019	Notice of Appeal Filed:	March 1, 2019
Order Type:	Judgment Entered		
Documents Received:	March 5, 2019		
Court Below:	Clearfield County Court of Common Pleas		
County:	Clearfield	Division:	Clearfield County Civil Division
Judge:	Grine, David E.	OTN:	
Docket Number:	2006-2159-CD	Judicial District:	46

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description

Date of Remand of Record:

BRIEFING SCHEDULE

None | None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
March 5, 2019	Notice of Appeal Docketed		
		Appellant	Giuseppe's Finer Foods, Inc.
		Appellant	ICP Global Holdings, Inc.
		Appellant	ICP Asset Management, Inc.
		Appellant	Raybuck, Dennis V.
March 5, 2019	Docketing Statement Exited (Civil)		Superior Court of Pennsylvania

Superior Court of Pennsylvania
Western District

Joseph D. Seletyn, Esq.
Prothonotary
Nicholas V. Corsetti, Esq.
Deputy Prothonotary

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.pacourts.us/courts/superior-court

March 5, 2019

Brian K. Spencer
Prothonotary & Clerk of Courts
Clearfield County Courthouse
230 East Market Street
P.O. Box 549
Clearfield, PA 16830

RE: Arrowhead Conveyor Corporation and Busse/SJI Corporation
v.
Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. anc
Dennis V. Raybuck
Appellants
351 WDA 2019
Trial Court Docket No: 2006-2159-CD

Dear Brian K. Spencer:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket.

It is incumbent upon all counsel and self-represented parties to provide updated contact information to this office throughout the pendency of this appeal. Counsel must apprise this office in writing if they change practice affiliations, office locations, mailing addresses, telephone numbers, or email addresses. We are unable to assure delivery of official notifications if counsel fails to do so. Self-represented parties must update this office if they change mailing addresses or telephone numbers.

Self-represented parties are being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. If a party is represented by counsel, the docketing statement is sent to counsel. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Nicholas V. Corsetti, Esq.
Deputy Prothonotary

/ssm
Enclosure

Superior Court of Pennsylvania

Secure

CAPTION

Arrowhead Conveyor Corporation and Busse/SJI Corporation
Appellants

v.

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Management, Inc., and Dennis V. Raybuck

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: February 28, 2019 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Assumpsit

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement — Next Event Due Date: March 14, 2019
Next Event Type: Original Record Received — Next Event Due Date: April 26, 2019

COUNSEL INFORMATION

Appellant **Busse/SJI Corporation**
Pro Se: No Appoint Counsel Status: Represented
IFP Status: No

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FILED
2019 MAR -4 A 10:18
BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

COUNSEL INFORMATION

Appellant **Arrowhead Conveyor Corporation**
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IFP Status: No

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Appellee **Raybuck, Dennis V.**
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IFP Status: No

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COUNSEL INFORMATION

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

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

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Receive EMail: Yes EMail Address: cemesq@verizon.net

FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
02/28/2019	Notice of Appeal	90.25	02/28/2019	2019-SPR-W-000169	90.25

AGENCY/TRIAL COURT INFORMATION

Order Appealed From: January 31, 2019 Notice of Appeal Filed: February 25, 2019
Order Type: Order Dated
Documents Received: February 28, 2019

Court Below: Clearfield County Court of Common Pleas
County: Clearfield Division: Clearfield County Civil Division
Judge: Ammerman, Fredric J. OTN:
Docket Number: No. 2006-2159-CD Judicial District: 46

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description

Date of Remand of Record:

BRIEFING SCHEDULE

None None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
February 28, 2019	Notice of Appeal Docketed	Appellant	Arrowhead Conveyor Corporation

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 309 WDA 2019

February 28, 2019

Secure

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
		Appellant	Busse/SJI Corporation
February 28, 2019	Docketing Statement Exited (Civil)		Superior Court of Pennsylvania

Secure



COUNSEL INFORMATION

Appellee ICP Global Holdings, Inc.

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IFP Status: No

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Receive Mail: No
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Appellee ICP Asset Management, Inc.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

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Law Firm: OGC Law, LLC
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Receive Mail: No
Receive EMail: No EMail Address: cemesq@verizon.net

Superior Court of Pennsylvania
Western District

Joseph D. Seletyn, Esq.
Prothonotary
Nicholas V. Corsetti, Esq.
Deputy Prothonotary

310 Grant Street, Suite 600
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February 28, 2019

Brian K. Spencer
Prothonotary & Clerk of Courts
Clearfield County Courthouse
230 East Market Street
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Clearfield, PA 16830

RE: Arrowhead Conveyor Corporation and Busse/SJI Corporation
Appellants
v.
Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Management, Inc., and Dennis V. Raybuck
309 WDA 2019
Trial Court Docket No: No. 2006-2159-CD

Dear Brian K. Spencer:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket.

It is incumbent upon all counsel and self-represented parties to provide updated contact information to this office throughout the pendency of this appeal. Counsel must apprise this office in writing if they change practice affiliations, office locations, mailing addresses, telephone numbers, or email addresses. We are unable to assure delivery of official notifications if counsel fails to do so. Self-represented parties must update this office if they change mailing addresses or telephone numbers.

Self-represented parties are being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. If a party is represented by counsel, the docketing statement is sent to counsel. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Nicholas V. Corsetti, Esq.
Deputy Prothonotary

/kg
Enclosure

CA

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	**DEFENDANTS' NOTICE OF APPEAL**
v.	Filed on behalf of Defendants
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck
Defendants.	Counsel of Record:

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esquire
Pa. Id. No. 316880

OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
(412) 253-4622
(412) 253-4623 (facsimile)

Christopher E. Mohney, Esquire
Pa. I.D. No. 63494
51 Beaver Drive, Suite 1
DuBois, PA 15801
(814) 375-1044
(814) 375-1088 (facsimile)

FILED
M/AR
2019 MAR -1 P 3:32
BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS
2cc Atty Teufel
2cc Superior Court

(139)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

DEFENDANTS' NOTICE OF APPEAL

Notice is hereby given that Defendants, Giuseppe's Finer Foods, Inc.; ICP Global Holdings, Inc.; ICP Asset Management, Inc.; and Dennis V. Raybuck, hereby appeal to the Superior Court of Pennsylvania from the entry of judgment in this case on February 1, 2019, and also from the order granting plaintiffs' motion in limine entered on April 18, 2018, and also from:

- the order precluding defendants from offering any evidence as to the counterclaims entered April 25, 2018;
- the order entering the verdict slip entered May 2, 2018;
- the opinion order and verdict entered September 11, 2018, and
- the opinion and order denying Defendants' post-trial motion for relief entered September 11, 2018,

all as made final by the judgment entered by the opinion and order entered February 1, 2019.

These orders have been entered on the docket, as evidenced by the attached copy of the docket entry.

Respectfully submitted,

Dated: February 28, 2019

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

REQUEST FOR TRANSCRIPT

A Notice of Appeal having been filed in this matter, the official court reporter is hereby requested to produced, certify, and file the transcript in this matter in conformity with Rule 1922 of the Pennsylvania Rules of Appellate Procedure.

Respectfully submitted,

Dated: February 28, 2019

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

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

MAR 01 2019

A TRUE COPY
ATTEST: _____ PROTHONOTARY/CLERK

CIVIL ACTION

Date		Judge
3/6/2018	Order, Now,this 5tg day of March, 2018, it is the Order of this Court that a status conference is scheduled among Counsel and the Court on April 5, 2018, at 1:00pm, Hearing Room 3, with Senior Judge David E. Grine, Sr. Specially presiding. One hour has been reserved for this conference. /s/FJA, J. 2cc Atty Rudd 2cc Atty Teufel	Fredric Joseph Ammerman
3/22/2018	Motion Plaintiffs Motion In Limine Filed on behalf of Plaintiffs Filed By: Jonathan H Rudd,ESQ 1 CC to atty Rudd	Fredric Joseph Ammerman
3/26/2018	Order, and now this 26th day of March it is the order of this court that argument on the plff's motion in limine be and is hereby scheduled on April 5, 2018 in hearing room 3 By the Court President Judge Ammerman 2cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
3/28/2018	Miscellaneous Filing exhibits to plaintiffs motion in limine and supporting brief Filed by: Jonathan H Rudd, ESQ 1 cc to atty Rudd	Fredric Joseph Ammerman
4/9/2018	Order, now this 5th day of April 2018, Plff's shall submit their brief within 10 days; defense shall submit their brief 7 days after receipt; all known points for charge shall be submitted at least 5 days prior to trial. All exhibits must be marked and an exhibit list prepared for the court reporter. Trial dates are set for April 30th, May 1st. By the Court President Judge Ammerman 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
4/18/2018	Order, Now this 16th day of April, 2018, Plffs' Motion in Limine is GRANTED. /s/DEG, J. 3cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
4/25/2018	Order, now this 23rd day of April 2018 upon consideration of Plff's Motion in Limine, it is hereby ordered tha the Motion is granted and Def. is precluded from offering any evidence as to the damages claimed in its couterclaims. By the Court Senior Judge Grine 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
5/1/2018	Deff's trial brief and motion for reconsideration of order granting motion in limine. Filed by Atty Teufel, Esq no cc	Fredric Joseph Ammerman
	Deff's proposed jury instructions and verdict form. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
5/2/2018	Verdict Slip. See original verdict slip for full details. Filed by President Judge Ammerman no cc	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
5/11/2018	Def's Motion for Post- trial Relief Filed by Christopher E. Mohney, Esq 3cc Atty Mohney	Fredric Joseph Ammerman
5/17/2018	Order, Now, this day of May, 2018, following jury trial, it is the Order of this Court that Counsel provide Finding of Facts and Conclusions of Law 45 days from receipt of transcript. Counsel shall have 10 days to respond. /s/DEG, S.J. 2cc Rudd 4cc Teufel	Fredric Joseph Ammerman
	Order, now this 17th day of May 2018 upon consideration of Deff's motion for Post-Trial Relief, argument shall be and is hereby scheduled for Friday, June 22, 2018 at 1:00pm in the Annex Courtroom. By the Court Sr. Judge David E. Grine. 2cc Atty Rudd; Atty Teufel	Fredric Joseph Ammerman
6/21/2018	Order, and now this 20th day of June 2018 upon consideration of the joint request of counsel, argument on Deff's motion for Post Trial Relief, previously scheduled for June 22, 2018 shall be and is hereby rescheduled to Wednesday July 11, 2018 at 10:00am in Courtroom2. By the Court Judge Grine 4cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman
7/13/2018	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
9/4/2018	Plff's proposed findings of fact and counclusion of law. Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
	Affidavit of Johnathan Rudd Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
9/6/2018	Miscellaneous Filing Defendants Phase II Proposed Findings of Fact and Conclusions of Law Filed By Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
9/11/2018	Plaintiffs Reply To Defendants Proposed Findings of a fact and Conclusions of Law Filed By: Jonathan Rudd, ESQ 1 cc atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
9/11/2018	Opinion, Order and Verdict: Presently before the Court are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act after review of February 2018 Order the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhea and Giuseppe's are being determined by the Court and other determinations were property before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows: See full order for FIndings of Fact, Conclusions of Law and discussion. And now this 10th day of SEptember 2018 judgment is entered against Deff's and in favor of Plff. Deff's are ordered as Follows: To pay Plff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the proposal and payment act as coutlined in the Affidavit of Johnathan Ruddm; and to pay Plff Busse the principal amount of $4,06.60 owed along with interest and penalty at 12% each for a total of $17,856,75 as per the payment act as outlined in the Affidavit of Jonathan Rudd; and to pay $176,134.25 to Plff's for reasonable atty fees in the mattr as per the Payment act. By the Court Senior Judge Grine 2cc Atty RUdd 1cc Atty Teufel	Fredric Joseph Ammerman
	Opinion and order. Presently before the Court are Post-Trial Motions fioled by the Deff. Upon review of the parteis filings and after argument, the motions are denied. See full order for all details. By the Court Senior Judge Grine 2cc Atty Teufel 1cc Atty Rudd	Fredric Joseph Ammerman
9/13/2018	Deff's Response in Opposition to Plff's Phase II proposed findings of fact and conclusion of law. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
9/21/2018	ROA for statistical purposes only.	Fredric Joseph Ammerman
9/24/2018	Defendants Motion For Post Trial RElief Pursuant To Pennsylvania Riule Of Civil Procedure 227.1(c)(2) Filed By: Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
10/9/2018	Plff's Response to Deff's Motion for Post-Trial Relief as to non-Jury decision Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
10/12/2018	Order, and now this 11th day of October 2018 upon consideration of Deff's Motion for Post Trial Relief and Plff's Response it is the order of this Court that argument shall be and is hereby scheduled for Tuesday December , 2018 at 1:00pm in the Annex Courtroom By the Court Sr. Judge Grine 2cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
2/1/2019	Opinion and order. And now this 31st day of January the prothonotary is directed to enter judgment as follows: see original for details. by the court /s/David E Grine, Senior Judge. 1cc Atty Teuful 1cc Atty Rudd	Fredric Joseph Ammerman
2/11/2019	Deff Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief pursuant to this honorable court's February 1, 2019 order Filed by Atty Teufel 1cc Atty Teufel	Fredric Joseph Ammerman
2/25/2019	Filing: Appeal to High Court Paid by: McNees Wallace & Nurick LLC Receipt number: 1977866 Dated: 2/25/2019 Amount: $50.00 (Check) For: [NONE] filed by: Jonathan H Rudd, esquire. 2cc Atty Rudd 1cc superior court.	Fredric Joseph Ammerman
	Order, now this 25th day of February 2019 upon consideration of Deff's Motion for Post Trial Relief it is the order of this Court that argument shall be and is hereby scheduled for Tuesday April 16, 2019 at 10:00am in the Annex Courtroom. By the Court Sr. Judge GRine 2cc Atty Kasubick 2cc Deff	Fredric Joseph Ammerman

CERTIFICATE OF COMPLAINCE

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

February 28, 2019

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant's Notice of Appeal has been served upon the following counsel of record by first class U.S. mail this 28 day of February, 2019.

The Honorable David E. Grine
Trial Judge, Sitting by Special Designation
230 East Markey Street
Clearfield, PA 16830

Jenny L. Scalise, RPR
Court Reporter
230 East Market Street
Clearfield, PA 16830

F. Cortez Bell
District Court Administrator
230 East Market Street
Clearfield, PA 16830

Jonathan H. Rudd, Esquire
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, Pennsylvania 17108-1166
Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs

Gregory H. Teufel, Esquire
Carter C. Hoel, Esquire
Christopher E. Mohney, Esquire

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

FILED
012:37pm/AR
FEB 25 2019
Icc Superior Court
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
3cc Atty Rudd

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION, Plaintiffs v. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK Defendants.	CIVIL DIVISION No. 2006-2159-CD PLAINTIFFS' NOTICE OF APPEAL Filed on behalf of Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation Counsel of Record: Jonathan H. Rudd, Esquire I.D. No. 56880 100 Pine Street P.O. Box 1166 Harrisburg, PA 17108 (717) 237-5405 telephone (717) 260-1737 facsimile jrudd@mwn.com John Sughrue, Esquire I.D. No. 01037 225 East Market Street Clearfield, PA 16830 (814) 765-1704 telephone (814) 765-6959 facsimile jsughrue@sughruelaw.com

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NOTICE OF APPEAL

Notice is hereby given that Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation appeal to the Superior Court of Pennsylvania from the Order dated January 31, 2019 and entered in this matter on February 1, 2019, directing the Prothonotary to enter judgment in favor of Defendants ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck and against Plaintiff on the claim of piercing the corporate veil. This Order has been entered on the docket, as evidenced by the attached copy of the docket entry.

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

By John Sughrue, Esquire
Attorney I.D. No. 01037
225 East Market Street
Clearfield, PA 16830
(814) 765-1704 telephone
(814) 765-6959 facsimile
jsughrue@sughruelaw.com

Dated: February 22, 2019

Attorneys for Plaintiffs

CERTIFICATE AS TO REQUEST FOR TRANSCRIPT

I, Jonathan H. Rudd, hereby certify that the complete transcript has been lodged of record.

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

Dated: February 22, 2019

Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

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

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

Dated: February 22, 2019

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date	Selected Items	Judge
2/11/2019	Deff Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief pursuant to this honorable court's February 1, 2019 order Filed by Atty Teufel 1cc Atty Teufel	Fredric Joseph Ammerman
2/1/2019	Opinion and order. And now this 31st day of January the prothonotary is directed to enter judgment as follows: see original for details. by the court /s/David E Grine, Senior Judge. 1cc Atty Teuful 1cc Atty Rudd	Fredric Joseph Ammerman
10/12/2018	Order, and now this 11th day of October 2018 upon consideration of Deff's Motion for Post Trial Relief and Plff's Response it is the order of this Court that argument shall be and is hereby scheduled for Tuesday December , 2018 at 1:00pm in the Annex Courtroom By the Court Sr. Judge Grine 2cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman
10/9/2018	Plff's Response to Deff's Motion for Post-Trial Relief as to non-Jury decision Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
9/24/2018	Defendants Motion For Post Trial REIief Pursuant To Pennsylvania Riule Of Civil Procedure 227.1(c)(2) Filed By: Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
9/21/2018	ROA for statistical purposes only.	Fredric Joseph Ammerman
9/13/2018	Deff's Response in Opposition to Plff's Phase II proposed findings of fact and conclusion of law. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
9/11/2018	Opinion and order. Presently before the Court are Post-Trial Motions fioled by the Deff. Upon review of the parteis filings and after argument, the motions are denied. See full order for all details. By the Court Senior Judge Grine 2cc Atty Teufel 1cc Atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date	Selected Items	Judge
9/11/2018	Opinion, Order and Verdict: Presently before the Court are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act after review of February 2018 Order the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhea and Giuseppe's are being determined by the Court and other determinations were property before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows: See full order for FIndings of Fact, Conclusions of Law and discussion. And now this 10th day of SEptember 2018 judgment is entered against Deff's and in favor of Plff. Deff's are ordered as Follows: To pay Plff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the proposal and payment act as coutlined in the Affidavit of Johnathan Ruddm; and to pay Plff Busse the principal amount of $4,06.60 owed along with interest and penalty at 12% each for a total of $17,856,75 as per the payment act as outlined in the Affidavit of Jonathan Rudd; and to pay $176,134.25 to Plff's for reasonable atty fees in the mattr as per the Payment act. By the Court Senior Judge Grine 2cc Atty RUdd 1cc Atty Teufel	Fredric Joseph Ammerman

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing document was served upon the following:

Gregory H. Teufel, Esquire
OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
gteufel@OGCLaw.net

Christopher E. Mohney, Esquire
51 Beaver Drive, Suite 1
DuBois, PA 15801
cemesq@verizon.net

Trial Judge (Sitting by Special Designation)
David E. Grine, Senior Judge
230 East Market Street
Clearfield, PA 16830

Official Court Reporter
Jenny L. Scalise, RPR
230 East Market Street
Clearfield, PA 16830

District Court Administrator
F. Cortez Bell
230 East Market Street
Clearfield, PA 16830

Jonathan H. Rudd

Date: February 22 , 2019

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

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

FEB 25 2019

A TRUE COPY
ATTEST: [illegible]
PROTHONOTARY/CLERK

CIVIL ACTION

Date		Judge
12/29/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: McNees Wallace & Nurick LLC Receipt number: 1916987 Dated: 12/29/2006 Amount: $85.00 (Check) 4 Cert. to Sheriff 1 Cert. to Atty.	No Judge
	Case Filed.	Fredric Joseph Ammerman
3/21/2007	Sheriff Return, January 11, 2007 at 10:47 am Served the within Complaint on Giuseppe's Finer Foods Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Global Holdings Inc. January 11, 2007 at 10:47 am Served the within Complaint on ICP Asset Management Inc. Janaury 11, 2007 at 10:47 am Served the within Complaint on Dennis V. Raybuck. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by McNees $94.82	No Judge
7/11/2008	Entry of Appearance, on behalf of defendants Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck, enter appearance of Christopher E. Mohney, Esquire, Gregory H. Teufel, esquire, and Eckert Seamans Cherin & Mellott, LLC. Filed by s/ Christopher E. Mohney, Esquire. 3CC Atty. Mohney	No Judge
8/7/2008	Amended Complaint, filed by s/ Jonathan H. Rudd, Esuqire. no CC	No Judge
8/25/2008	Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	No Judge
	Praecipe for Argument Date, filed by s/ Gregory H. Teufel, Esquire. no CC	No Judge
8/27/2008	Order, this 27th day of August, 2008, argument on the Defendants' Preliminary Objections to Plaintiffs' Amended Complaint is scheduled for the 26th day of Sept., 2008 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Rudd, Mohney, Teufel	Fredric Joseph Ammerman
9/2/2008	Plaintiffs' Answer to Defendants' Preliminary Objections to Plaintiffs' Amended Complaint, filed by s/ Jonathan H. Rudd Esq. NO CC.	Fredric Joseph Ammerman
9/5/2008	Plaintiff's Motion For Continuance of Argument Scheduled For September 26, 2008. filed by s/ Jonathan H. Rudd, Esquire. no CC	Fredric Joseph Ammerman
9/9/2008	Order, this 8th day of Sept., 2008, upon consideration of Plaintiffs' Motion for Continuace of Argument scheduled for Sept. 26, 2008, it is Ordered that the Motion is Granted and Argument on Defendants' Preliminary Objections is Continued until Oct. 21, 2008 at 1:30 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Rudd	Fredric Joseph Ammerman
9/29/2008	Defendants' Objections to Plaintiffs' Subpoena Pursuant to PA. R.CIV. P. 4009.21, filed by s/ Gregory H. Teufel, Esquire. No cc	Fredric Joseph Ammerman
9/30/2008	Defendants' Amendment of Preliminary Objections, filed by s/ Gregory H. Teufel, Esquire. no CC	Fredric Joseph Ammerman
10/14/2008	Plaintiffs' Motion to Overrule Objections to Subpoena, filed by s/ Jonathan H. Rudd, Esquire. no CC	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
10/20/2008	Order, NOW, this 17th day of Oct., 2008, upon consideration of the Plaintiffs' Motion to Overrule Objections to Subpoena, it is Ordered that argument on said Motion is scheduled for the 21st day of Oct., 2008 at 1:30 p.m. in Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Rudd; Doris faxed Attorneys Teufel and Mohney. Notified Attorney Rudd by phone	Fredric Joseph Ammerman
	Motion For Stipulated Protective Order, filed by s/ Gregory H. Teufel, Esquire. 1CC Atty. Teufel	Fredric Joseph Ammerman
	Stipulated Protective Order, this 16th day of Oct., 2008, it is Ordered that this Protective Order shall govern all discovery herein: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Fredric Joseph Ammerman
10/23/2008	Order, this 21st day of Oct., 2008, following argument on the Plaintiffs' Preliminary Objections and Defendants' Objection to Plaintiffs' Subpoena, it is Ordered that counsel for the parties have no more than 25 days from this date to submit appropriate brief relative the issues. Counsel shall submit a reply brief if they so choose, within more than 40 days from this date. Plaintiffs' subpoena be stayed until further Order of Court. By The Court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Attys; Rudd, Mohney, Teufel	Fredric Joseph Ammerman
1/16/2009	Order, this 14th day of Jan., 2009, upon consideration of the Preliminary Objections in the nature of demurrers filed on behalf of the Defendants, it is Ordered: (see original). By theCourt, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Fredric Joseph Ammerman
3/23/2009	Second Amended Complaint, filed by s/ Jonathan H. Rudd, Esquire. No CC	Fredric Joseph Ammerman
4/8/2009	Defendants' Preliminary Objections to Plaintiffs' Second Amended Complaint, filed by s/ Christopher E. Mohney, Esquire. 3CC atty. Mohney	Fredric Joseph Ammerman
4/13/2009	Order, this 13th day of April, 2009, upon consideration of Defendants' Prelminary Objections to Plaintiffs' Second Amended Complaint, it is Ordered that a hearing is scheduled for the 15th day of May, 2009 at 10:30 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC atty. Mohney	Fredric Joseph Ammerman
4/23/2009	Letter from Gregory H. Teufel to the Honorable Fredric J. Ammerman, P.J., correcting information previously submitted.	Fredric Joseph Ammerman
5/1/2009	Order, this 1st day of May, 2009, the request to cancel argument scheduled for May 15, 2009 at 10:30 is Granted. Plaintiffs shall file a written response to the Prelminary Objections within no more than 10 days from this date, and the parties are to submit letter breiefs, relative the Prelminary Objections, to the Couirt by no later than 30 days from the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, C. Mohney, G. Teufel	Fredric Joseph Ammerman
5/11/2009	Plaintiffs' Response to Defendants' Preliminary Objections to Count II of the Second Amended Complaint, filed by s/ Jonathan H. Rudd, Esquire. No CC	Fredric Joseph Ammerman
7/29/2009	Order, this 28th day of july, 2009, the Defendants' Preliminary Objection to Plaintiffs' Second Amended Complaint, Count II, is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Rudd, Mohney, Teufel	Fredric Joseph Ammerman
8/20/2009	Defendants' Answer, New Matter, and Counterclaim to Second Amended Complaint, filed by s/ Gregory H. Teufel, Esquire. No CC	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
10/31/2011	Defendants' Objections to Subpoenas Pursuant to Rule 4009.21, filed by Atty. Teufel 1 Cert. to Atty.	Fredric Joseph Ammerman
4/17/2013	Order, this 15th of April, 2013, a status conference is scheduled for the 8th of May, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, Teufel	Fredric Joseph Ammerman
5/10/2013	Order, this 8th of May, 2013, following status conference, it is Ordered that the defendant shall have no more than 30 days in which to file motion for non-pros. Evidentiary hearing on the same is scheduled for 1:30 p.m. on July 25, 2013 Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Mohney, G. Teufel	Fredric Joseph Ammerman
6/3/2013	Plaintiffs Arrowhead Conveyor Corporation's and Busse/SJI Corporation's Reply to the Second Amended Complaint together with New Matter to Counterclaim, filed by s/ Jonathan H. Rudd Esq. No CC.	Fredric Joseph Ammerman
6/7/2013	Motion For Judgment of Non Pros, filed by s/ Gregory H. Teufel, Esq. 3CC Atty. Mohney	Fredric Joseph Ammerman
6/11/2013	Order, this 7th of June, 2013, a rule is issued upon respondents. Argument is scheduled on July 25, 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Mohney	Fredric Joseph Ammerman
6/24/2013	Transcript of Proceedings, filed. Status Conference, held before Fredric J. Ammerman, Pres. Judge, on May 8, 2013.	Fredric Joseph Ammerman
	Reply to New Matter to Counterclaim, filed by s/ Gregory H. Teufel, Esq. 2CC Atty. Teufel	Fredric Joseph Ammerman
7/11/2013	Entry of Appearance, on behalf of Plaintiffs, enter appearance of John Sughrue, Esq. 4CC Atty	Fredric Joseph Ammerman
7/22/2013	Plaintiffs Arrowhead Conveyor Corporation's And Busse/s JI Corporation's Response and Show of Cause to Defendants' Motion For Judgment of Non Pros, filed by s/ Jonathan H. Rudd, Esq. No CC	Fredric Joseph Ammerman
7/30/2013	Order, this 25th of July, 2013, it is Ordered that Defense counsel have no more than 8 days from this date in which to submit letter brief to the Court on the issue of the inactivity and admissibility of certain Plaintiff exhibits as indicated on the record. The Plaintiff shall have no more than 10 days thereafter in which to respond in kind. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
8/22/2013	Order this 20th day of August 2013, following evidentiary hearing on Defendants; Motion for Judgment of Non Pros, Court believing that said Motion has no merit; it is the ORDER of this Court that the Defendants' Motion for Judgment on Non Pros is DISMISSED. /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Rudd, Sughrue, Mohney and Teufel.	Fredric Joseph Ammerman
8/29/2013	Motion for Reconsideration, filed by Atty. Mohney 2 Cert. to Atty.	Fredric Joseph Ammerman
9/3/2013	Order, this 30th of Aug., 2013, the Motion for Reconsideration filed by Defendants is dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. G. Teufel	Fredric Joseph Ammerman
1/21/2014	Order this 14th day of January 2014, it is the ORDER that a pre-trial conference is scheduled for February 7, 2014 at 11:00. BY THE COURT: /s/ Fredric J Ammerman, P. Judge. 1CC Attys: J. Rudd, Sughruem Mohney and G. Teufel.	Fredric Joseph Ammerman

CIVIL ACTION

Date		Judge
1/28/2014	Motion for Continuance, filed by s/ Christopher E. Mohney Esq. No CC.	Fredric Joseph Ammerman
2/3/2014	Order, this 29th of Jan., 2014, the Pre-Trial Conference is rescheduled to March 19, 2014 at 2:00 p.m. in Judge's Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Sughrue	Fredric Joseph Ammerman
2/20/2014	Motion For Bifurcation, filed by s/ Gregory H. Teufel, Esq. 1CC Atty. Teufel	Fredric Joseph Ammerman
2/25/2014	Order. 24 day of February, 2014, argument shall be held on March 19th, 2014 at 2:00 p.m. in Courtroom 1. BY THE COURT. /S/ P. JUDGE FREDRIC J. AMMERMAN. 2cc Atty. Teufel.	Fredric Joseph Ammerman
3/11/2014	Joint Motion to Convert Pretrial Conference to Status Conference, filed by s/ Christopher E Mohney Esq. 3CC Atty Mohney.	Fredric Joseph Ammerman
	Order filed. Now, March 11th, 2014, it is hereby ORDERED, ADJUDGED and DECREED that said Motion to Convert Pretrial Conference to Status Conference is GRANTED. The pretrial Conference scheduled for March 19th, 2014 shall instead be a status conference. By the Court, /s/Fredric J. Ammerman, Judge. 2CC Atty Mohney.	Fredric Joseph Ammerman
3/17/2014	Answer and Show Cause as to Reason Defendants' Motion for Bifurcation should not be Granted at the Present Time. Filed & 1cc to Honathan H. Rudd, Esq.	Fredric Joseph Ammerman
3/24/2014	Order, this 19th of March, 2014, the Defendant's Motion for Bifurcation is Denied. Both parties shall have no more than 15 days from this date in which to submit proposed case management order to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
4/7/2014	Miscellaneous Filing, Proposed Consent Case Management Order, filed by Gregory H. Teufel, Esq. No cc.	Fredric Joseph Ammerman
4/10/2014	Order, this 8th of April, 2014, upon consideration of the Motion for Bifurcation, it is Ordered: (see original). by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Teufel	Fredric Joseph Ammerman
6/20/2014	Plaintiff's Discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas filed by s/Jonathan H. Rudd and John Sughrue, Esq., Attys for Plffs. 4CC Atty Sughrue.	Fredric Joseph Ammerman
6/26/2014	Preliminary Order, this 24th of June, 2014, upon consideration of Plaintiff's discovery Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, a Rule is issued upon Defendants. The Respondants shall file an answer to the Motion within 15 days of this date. Argument shall be held on the 25th of July, 2014, at 2:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Sughrue	Fredric Joseph Ammerman
7/2/2014	Consent Motion for Extension of time to File Answer to Motion, filed by Christopher E. Mohney. Nocc.	Fredric Joseph Ammerman
7/11/2014	Order, this 8th of July, 2014, it is ordered that Defendasnts shall have an additional 7 days to file its answer to the Motion, and said answer is now due on July 16, 2014. The remaining dates listed in this Court's Order of June 24, 2014 remain unchanged. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Teufel	Fredric Joseph Ammerman
7/17/2014	Filing: Subpoena Paid by: Eckert Seamans Cherin & Mellott LLC Receipt number: 1955731 Dated: 7/17/2014 Amount: $3.00 (Check) For: [NONE]	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
7/18/2014	Response, Defendants' Response To Plaintiffs' Motion to Compel Discovery Responses and Overrule Objections to Subpoenas, filed by Gregory H. Teufel, Esquire. 1cc.	Fredric Joseph Ammerman
8/4/2014	Defendants' Emergency Motion to Compel, filed by s/ Gregory H. Teufel, Esq. NO CC	Fredric Joseph Ammerman
8/5/2014	Order, this 1st of Aug., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 6th of Aug., 2014, at 3:30 p.m. in Courtroom 1. By the Court, /s/Fredric J. Ammerman, Pres. Judge. 3CC Atty. Teufel	Fredric Joseph Ammerman
8/6/2014	Response to Defendants' Emergency Motion to Compel, filed by s/ John Sughrue Esq. 3CC Atty Sughrue.	Fredric Joseph Ammerman
	Order, this 5th of Aug., 2014, Plaintiffs' Discovery Motion to Compel Discovery Discovery Responses and Overrule Objections to Subpoenas is Denied. The Objections to Plaintiffs' Subpoenas on First Commonwealth Bank, Clyde Ferraro, Gortech Global, International Custody Products, ICP Global Payroll, McGrath & Associates, Kohlhepp Real Estate Investment Trust, Predator Performance, Consolidated Holdings, and Dairyland Ingredients Technology are Sustained. By The Court, /s/Fredric H. Ammerman, Pres. Judge. 1CC Attys: J. Rydd, Sughrue, Mohney, G. Teufel	Fredric Joseph Ammerman
8/11/2014	Certificate Prerequisite to Service of a Subpoena on First Commonwealth Bank & McGrath McCall PC Pursuant to Pa.R.C.P. 4009.22, filed by s/ John Sughrue Esq. 1CC Atty Sughrue.	Fredric Joseph Ammerman
8/13/2014	Order, this 11th of Aug., 2014, Defendants' Emergency Motion to Compel is Granted in part and Denied in part (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, J.k sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
8/18/2014	Notice of Disposition of Luke Sicard filed by Jonathon H Rudd NO CC	Fredric Joseph Ammerman
	Notice of Disposition of Dennis Raybuck filed by Jonathon Rudd	Fredric Joseph Ammerman
	Notice of Dispositon of ICP Asset Management INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
8/19/2014	Notice of Dispositon of ICP Global Holdings INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
	Notice of Dispositon of Giuseppe's Finer Foods INC filed by Jonathon RUDD Esq nocc	Fredric Joseph Ammerman
9/12/2014	Defendants' Motion to Compel, filed by s/ Christopher E. Mohney, Esq. 2CC Atty. Mohney	Fredric Joseph Ammerman
9/15/2014	Order, this 12th of Sept., 2014, a hearing on Defendants' Motion to Compel is scheduled for the 24th of Sept., 2014, at 10:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Mohney	Fredric Joseph Ammerman
9/22/2014	Scheduling Order, this 17th of Sept., 2014, custody conference is scheduled for the 21st of Oct., 2014, at 1:30 p.m. in Hearing Room 3. By The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Dickey	Fredric Joseph Ammerman
9/24/2014	Motion for Continuance, filed by s/ Christopher E. Mohney, Esq. No CC	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
9/25/2014	Order, this 23rd of Sept., 2014, Defendants' Motion for Continuance is granted. Ordered that Court adminstrator rescheduled the hearing on Defs. Motion to Compel scheduled for Sept. 24, 2014 to Oct. 13, 2014 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 5CC Atty. Mohney	Fredric Joseph Ammerman
9/29/2014	DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT, filed by Gregory H. Teufel. Nocc.	Fredric Joseph Ammerman
10/6/2014	Scheduling Order filed. And Now, this October 1st, 2014, Re: Motion for Partial Summary Judgment, it is hereby ORDERED that: Argument shall be held on October 13th, 2014 at 3:00PM in Courtroom No. 1. By the Court, /s/ Fredric J. Ammerman, Judge. 4CC Atty Samek.	Fredric Joseph Ammerman
10/13/2014	Order, this 9th of Oct., 2014, the hearing on Defs' Motion for Summary Judgment previously scheduled for the 13th of Oct. is rescheduled to Nov. 7, 2014, at 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, C. Mohney, G. Teufel	Fredric Joseph Ammerman
10/27/2014	Plaintiff Arrowhead Conveyor Corporations's REsponse to Defendants' Motion For Partial Summary Judgment, filed by s/ Jonathan H. Rudd, Esq., and John Sughrue, Esq. No CC	Fredric Joseph Ammerman
10/28/2014	Certificate of Service filed. On October 28th, 2014, a true and correct copy of Plff Arrowhead Conveyor Corporation's Response to Deft's Motion for Partial Summary Judgment and This Certificate of Service to Gregory H. Tuefel, Esq., Jeremy LS Samek, Esq. and Christopher E. Mohney, Esq. Filed by s/John Sughure, Esq. 4CC Atty Sughrue.	Fredric Joseph Ammerman
11/4/2014	Transcript of Proceedings, filed. Plaintiff's Motion to Compel Discovery Responses and Overrule Objections to Subpoena, held on July 25, 2014 before Fredric J. Ammerman, Pres. Judge. No CC	Fredric Joseph Ammerman
11/10/2014	Order, this 7th of Nov., 2014, it is Ordered that Defendants' Motion for Partial Summary Judgment filed Sept. 29, 2014 is Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: J. Rudd, Sughrue, Mohney, G. Teufel	Fredric Joseph Ammerman
12/11/2014	Motion Requesting Sealing Order filed by s/Christopher E. Mohney, Esq. 4CC Atty Mohney.	Fredric Joseph Ammerman
12/18/2014	Order12-15-2014 Motion requesting sealing order GRANTED /s/ FJA PJ 6CC Mohney	Fredric Joseph Ammerman
1/7/2015	Motion FOR EXTENSION OF TIME TO FILE PRETRAIL STATEMETN AND EXPERT REPORT, filed by nocc Aty., Teufel.	Fredric Joseph Ammerman
1/8/2015	Order Motion for Extension of Time GRANTED. Deadline for defendant's pretrial statement is now 01-16-2015, all deadlines adjusted accordingly /s/ FJA PJ 3CC Teufel	Fredric Joseph Ammerman
2/2/2015	Praecipe for Entry of Appearance filed by Gregory Teufel on behalf of the defendants. NO CC	Fredric Joseph Ammerman
4/22/2015	Order, this 21st of April, 2015, a pre-trial conference is scheduled for May 20, 2015, at 11:00 a.m. in Judge's Chambers. /s/FJA, P.J. 2CC & Pre-trial memorandum Attys: Teufel, 1CC & Pretrial Memo to Attys: Mohney, Rudd, Sughrue	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
5/11/2015	Withdrawal of Appearance of Eckert Seamans Cherin & Mellott, LLC filed by s/Jeremy L. S. Samek. NoCC.	Fredric Joseph Ammerman
5/19/2015	Plff's expert report dated may 15, 2015 in response to def's expert report of Mark. A Freemer, CPA Filed by John Sughrue	Fredric Joseph Ammerman
8/13/2015	Order, NOW, this 13th of August, 2015 ORDER that status conference be and is hereby scheduled for the 1st of October, 2015 at 2:30pm in Chambers. Counsel permitted to participate via telephone and should notify the Court if they desire to do so. s/FJA, PJ. 1cc Attny Mohney, Atty Sughrue, Atty Rudd, Atte Teufel	Fredric Joseph Ammerman
9/3/2015	Order, NOW, this 2nd of Sept, 2015 ORDER that status conference scheduled for Oct 1, 2015 be and is hereby RESCHEDULED to Oct 7, 2015 at 2pm in Chambers. Counsel will be permitted to participate via telephone and should notify Court if they desire to do so. By the court /s/FJA, PJ. 1cc Attny Rudd, Attny Sughrue, Atty Teufel, Atty Mohney	Fredric Joseph Ammerman
12/2/2015	Order, NOW, this 2nd of Dec, 2015 upon consideration of the parites agreeing to bifurcate the proceedings, three day non-jury trial on the issue of wether the Plff can peirce the corporate veil and proceed against Dennis V Raybuck personally is hereby sched for Marc 2, 3 and 4, 2016 in Courtroom 1 at 9am each day. Senior Judge Kurtz will be specially presideing. Each party has no more than 40 days to subit pre-trial statement and brief tot he CA. By the court /s/FJA, PJ. 1cc Aty Rudd, Aty Sughrue, Aty Teufel, Aty Mohney	Fredric Joseph Ammerman
1/19/2016	Consent Motion for Continuance of Bifucated Trial filed by s/Gregory H Teufel. NoCC	Fredric Joseph Ammerman
1/20/2016	Order, this 19th of Jan., 2016, upon review and consideration of the Defendants' Consent Motion for Continuance of Bifurcated Trial; it is Ordered that said Motion is Denied. The trial will continue as scheduled on March 2, 2016 through March 4, 2016. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Mohney, Atty. Sughrue	Fredric Joseph Ammerman
3/30/2016	Order, this 29th of March, 2016, a settlement conference is scheduled for May 13, 2016, at 10:00 a.m. in Hearing Room 3. Counsel for the parties are directed to submit to the Deputy Court Administrator, by no later than May 6, 2016, a Pre-Conference Memorandum, stating in a concise narrative the particulars of their case. It is ordered that the following shall be present at the settlement conference: 1. Plffs' counsel and the Plaintiffs; 2. Defendants' counsel, Defendants and/or appropriate representative(s) of the Defendants who have full authority to settle the case; and 3. Any settlement reached at this conference must be reduced to writing and/or entered on the record prior to the conclusion of the conference. 4. All parties attending the settlement conference shall have full authority for settlement of the case. /s/FJA, P.J. /s/FJA, P.J. 1CC Atty. Sughrue, Atty. Mohney, Atty. Rudd, & Atty. Teufel	Fredric Joseph Ammerman
2/7/2017	Order,, Feb. 3, 2017, a transcript of Testimony from the nonjury trial held in this case having been file, it is Ordered that counsel file proposed findings of fact, conclusions of law, and a memorandum in support of the conclusions on or before March 24, 2017. Argument will be scheduled at the request of either counsel. /s/Stewart L. Kurtz, Senior Judge Specially Presiding. 4CC Chip Bell	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
3/24/2017	Transcript of Proceedings. Non Jury Trial Volume I of III on March 2, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
	Transcript of Proceedings. Non Jury Trial. Volume I of III on March 3, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
	Transcript of Proceedings. NonJury Trial. Volume III of III on March 4, 2016 at 9:00 am. No CC.	Fredric Joseph Ammerman
6/1/2017	Motion- Stipulated motion to file certain trial exhibits under seal. Filed By: s/ Gregory H. Teufel, Esquire. NOCC	Fredric Joseph Ammerman
6/7/2017	Order to File Certain Trial Exhibits Under Seal, NOW, this 5th of June, 2017, upon stipulation by the parties, it is Ordered that the parties may file DX 105 and DX 114 under seal. By The Court, /s/ Stewart B. Kurtz, Judge. 1CC Atty. Sughrue, Atty. Rudd, Atty. Mohney, Atty. Teufel	Stewart B. Kurtz
	Order and Memorandum, this 2nd of June, 2017, for the reasons set forth in a Memorandum filed this date, Count 3 of the Plaintiffs' Second Amended Complaint is dismissed. /s/ Steward B. Kurtz, Senior Judge. 1CC Atty. Sughrue, Atty. Rudd, atty. Mohney, Atty. Teufel	Stewart B. Kurtz
6/12/2017	Transcript of Deposition, filed. Deoposition of Dennis V. Raybuck. Filed by: s/Jonathan H. Rudd. NOCC	Fredric Joseph Ammerman
6/19/2017	Entry of Appearance. Please enter appearance on behalf of plaintiffs, Arrowhead Coveyor Corporation and Busse/SJI corporation. Filed BY: Diane M. Tokarsky. NOCC	Fredric Joseph Ammerman
	Plaintiffs' motion for post-trial relief. Filed by: Diane M. Tokarsky. NOCC	Fredric Joseph Ammerman
9/11/2017	Order, this 30th of Aug., A.D., 2017, after consideration of Plaintiffs' Motion for Post-Trial Relief, it is Ordered that the motion is denied. By The Court, /s/Stewart Kurtz, Senior Judge. 1CC Atty. Mohney, atty. Sughrue, Atty. Rudd, Atty. Teufel	Stewart B. Kurtz
9/15/2017	Order, this 15th of Sept., 2017, it is Ordered that Status Conf. is scheduled for Oct. 13, 2017,. at 3:00 p.m. in Judge's Chambers. /s/FJA, P.J. 1CC Atty. Rudd, Atty. Sughrue, Atty. Mohney	Fredric Joseph Ammerman
10/18/2017	Order, this 18th of Oct., 2017, followng status conference, it is Ordered: 1. Pre-Trial Conf. is scheduled for Feb. 9, 2018 at 2:00 p.m. in Judge's Chambers. 2. Civil Jury Selection is scheduled for March 13, 2018, at 9:00 a.m. 3. Jury Trial is scheduled for April 30 and May 1, 2018, at 9:00 a.m. each day. 4. Counsel for each party must notify the Court within 30 days from this date if they have a conflict with any of the above-listed dates. /s/FJA, P.J. 1CC Atty. Teufel, Atty. Rudd, Atty. Sughrue, Atty. Mohney	Fredric Joseph Ammerman
2/9/2018	Plaintiff's amended pretrial statement. Filed by s/Jonathan H Rudd, esquire 1cc Atty Rhudd	Fredric Joseph Ammerman
2/13/2018	Order, 12 FEb. 2018 following pre-trial conf. amoung court and the parties Order of Court as follows: see original for all order details: BY THE COURT:S/ FJA,PJ. 2cc aty. Rudd, 2cc aty. Teufel	Fredric Joseph Ammerman

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ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
3/6/2018	Order, Now,this 5tg day of March, 2018, it is the Order of this Court that a status conference is scheduled among Counsel and the Court on April 5, 2018, at 1:00pm, Hearing Room 3, with Senior Judge David E. Grine, Sr. Specially presiding. One hour has been reserved for this conference. /s/FJA, J. 2cc Atty Rudd 2cc Atty Teufel	Fredric Joseph Ammerman
3/22/2018	Motion Plaintiffs Motion In Limine Filed on behalf of Plaintiffs Filed By: Jonathan H Rudd,ESQ 1 CC to atty Rudd	Fredric Joseph Ammerman
3/26/2018	Order, and now this 26th day of March it is the order of this court that argument on the plff's motion in limine be and is hereby scheduled on April 5, 2018 in hearing room 3 By the Court President Judge Ammerman 2cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
3/28/2018	Miscellaneous Filing exhibits to plaintiffs motion in limine and supporting brief Filed by: Jonathan H Rudd, ESQ 1 cc to atty Rudd	Fredric Joseph Ammerman
4/9/2018	Order, now this 5th day of April 2018, Plff's shall submit their brief within 10 days; defense shall submit their brief 7 days after receipt; all known points for charge shall be submitted at least 5 days prior to trial. All exhibits must be marked and an exhibit list prepared for the court reporter. Trial dates are set for April 30th, May 1st. By the Court President Judge Ammerman 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
4/18/2018	Order, Now this 16th day of April, 2018, Plffs' Motion in Limine is GRANTED. /s/DEG, J. 3cc Atty Rudd 4cc Atty Teufel	Fredric Joseph Ammerman
4/25/2018	Order, now this 23rd day of April 2018 upon consideration of Plff's Motion in Limine, it is hereby ordered tha the Motion is granted and Def. is precluded from offering any evidence as to the damages claimed in its couterclaims. By the Court Senior Judge Grine 2cc Atty Rudd 1cc Atty Teufel	Fredric Joseph Ammerman
5/1/2018	Deff's trial brief and motion for reconsideration of order granting motion in limine. Filed by Atty Teufel, Esq no cc	Fredric Joseph Ammerman
	Deff's proposed jury instructions and verdict form. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
5/2/2018	Verdict Slip. See original verdict slip for full details. Filed by President Judge Ammerman no cc	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2006-02159-CD
Current Judge: Fredric Joseph Ammerman
Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
5/11/2018	Def's Motion for Post- trial Relief Filed by Christopher E. Mohney, Esq 3cc Atty Mohney	Fredric Joseph Ammerman
5/17/2018	Order, Now, this day of May, 2018, following jury trial, it is the Order of this Court that Counsel provide Finding of Facts and Conclusions of Law 45 days from receipt of transcript. Counsel shall have 10 days to respond. /s/DEG, S.J. 2cc Rudd 4cc Teufel	Fredric Joseph Ammerman
	Order, now this 17th day of May 2018 upon consideration of Deff's motion for Post-Trial Relief, argument shall be and is hereby scheduled for Friday, June 22, 2018 at 1:00pm in the Annex Courtroom. By the Court Sr. Judge David E. Grine. 2cc Atty Rudd; Atty Teufel	Fredric Joseph Ammerman
6/21/2018	Order, and now this 20th day of June 2018 upon consideration of the joint request of counsel, argument on Deff's motion for Post Trial Relief, previously scheduled for June 22, 2018 shall be and is hereby rescheduled to Wednesday July 11, 2018 at 10:00am in Courtroom2. By the Court Judge Grine 4cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman
7/13/2018	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. no cc	Fredric Joseph Ammerman
9/4/2018	Plff's proposed findings of fact and counclusion of law. Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
	Affidavit of Johnathan Rudd Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
9/6/2018	Miscellaneous Filing Defendants Phase II Proposed Findings of Fact and Conclusions of Law Filed By Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
9/11/2018	Plaintiffs Reply To Defendants Proposed Findings of a fact and Conclusions of Law Filed By: Jonathan Rudd, ESQ 1 cc atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

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Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
9/11/2018	Opinion, Order and Verdict: Presently before the Court are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act after review of February 2018 Order the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhea and Giuseppe's are being determined by the Court and other determinations were property before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows: See full order for FIndings of Fact, Conclusions of Law and discussion. And now this 10th day of SEptember 2018 judgment is entered against Deff's and in favor of Plff. Deff's are ordered as Follows: To pay Plff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the proposal and payment act as coutlined in the Affidavit of Johnathan Ruddm; and to pay Plff Busse the principal amount of $4,06.60 owed along with interest and penalty at 12% each for a total of $17,856,75 as per the payment act as outlined in the Affidavit of Jonathan Rudd; and to pay $176,134.25 to Plff's for reasonable atty fees in the mattr as per the Payment act. By the Court Senior Judge Grine 2cc Atty RUdd 1cc Atty Teufel	Fredric Joseph Ammerman
	Opinion and order. Presently before the Court are Post-Trial Motions fioled by the Deff. Upon review of the parteis filings and after argument, the motions are denied. See full order for all details. By the Court Senior Judge Grine 2cc Atty Teufel 1cc Atty Rudd	Fredric Joseph Ammerman
9/13/2018	Deff's Response in Opposition to Plff's Phase II proposed findings of fact and conclusion of law. Filed by Atty Teufel no cc	Fredric Joseph Ammerman
9/21/2018	ROA for statistical purposes only.	Fredric Joseph Ammerman
9/24/2018	Defendants Motion For Post Trial REIief Pursuant To Pennsylvania Riule Of Civil Procedure 227.1(c)(2) Filed By: Gregory Teufel, ESQ 1 cc atty Teufel	Fredric Joseph Ammerman
10/9/2018	Plff's Response to Deff's Motion for Post-Trial Relief as to non-Jury decision Filed by Atty Rudd 1cc Atty Rudd	Fredric Joseph Ammerman
10/12/2018	Order, and now this 11th day of October 2018 upon consideration of Deff's Motion for Post Trial Relief and Plff's Response it is the order of this Court that argument shall be and is hereby scheduled for Tuesday December , 2018 at 1:00pm in the Annex Courtroom By the Court Sr. Judge Grine 2cc Atty Teufel 2cc Atty Rudd	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-02159-CD

Current Judge: Fredric Joseph Ammerman

Arrowhead Conveyor Corporation, et alvs.Giuseppe's Finer Foods, Inc., et al

CIVIL ACTION

Date		Judge
2/1/2019	Opinion and order. And now this 31st day of January the prothonotary is directed to enter judgment as follows: see original for details. by the court /s/David E Grine, Senior Judge. 1cc Atty Teuful 1cc Atty Rudd	Fredric Joseph Ammerman
2/11/2019	Deff Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief pursuant to this honorable court's February 1, 2019 order Filed by Atty Teufel 1cc Atty Teufel	Fredric Joseph Ammerman
2/25/2019	Filing: Appeal to High Court Paid by: McNees Wallace & Nurick LLC Receipt number: 1977866 Dated: 2/25/2019 Amount: $50.00 (Check) For: [NONE] filed by: Jonathan H Rudd, esquire. 2cc Atty Rudd 1cc superior court.	Fredric Joseph Ammerman

S

CA

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

ARROWHEAD CONVEYOR CORPORATION
And BUSSE / SJI CORPORATION

Plaintiffs,

vs.

GIUSEPPE'S FINER FOODS, INC.
ICP GLOBAL HOLDINGS, INC.
ICP ASSET MANAGEMENT, INC. and
DENNIS V. RAYBUCK

Defendants,

NO. 2006-2159-CD

FILED
01:48pm
FEB 25 2019
2cc Atty Rudd
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURT
2cc Atty Trufel

ORDER

AND NOW, this 25 day of February, 2019, upon consideration of Defendant's *Motion for Post Trial Relief* [filed 2-11-19] it is the ORDER of this Court that argument shall be and is hereby scheduled for **Tuesday, April 16, 2019, at 10:00 AM** in the **Annex Courtroom**, 1st Floor, Clearfield County Courthouse Annex, 230 East Market Street, Clearfield, PA.

BY THE COURT:

SR. JUDGE DAVID E. GRINE
SPECIALLY PRESIDING

138

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANT GIUSEPPE'S FINER FOODS, INC.'S MOTION FOR POST-TRIAL RELIEF PURSUANT TO THIS HONORABLE COURT'S FEBRUARY 1, 2019 ORDER

Filed on behalf of Defendant Giuseppe's Finer Foods, Inc.

FILED
m/1:3m/9cm
FEB 11 2019
1cc Atty Teufel
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

Counsel of Record:

Gregory H. Teufel
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136

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
Plaintiffs,	No. 2006-2159-CD
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

DEFENDANT GIUSEPPE'S FINER FOODS, INC.'S MOTION FOR POST-TRIAL RELIEF PURSUANT TO THIS HONORABLE COURT'S FEBRUARY 1, 2019 ORDER

Defendant Giuseppe's Finer Foods, Inc. ("Giuseppe's"), by and through ITS attorneys, hereby file the following Motion for Post-Trial Relief.

Pursuant to this Honorable Court's December 2, 2015 Order, the proceedings in this matter were bifurcated. The second phase ("Phase II") consisted of a two-day jury/bench trial related to breach of contract claims brought by Plaintiff Arrowhead Conveyor Corporation ("Arrowhead") and Busse/SJI Corporation ("Busse") and Defendants' counterclaims brought against Arrowhead and Busse.

Plaintiffs filed a Motion in Limine prior to the Phase II trial. Plaintiffs' Motion in Limine sought, *inter alia*, to exclude any and all evidence of the defects in the equipment and services provided by the Plaintiffs. Defendants timely filed a Brief in Response to Plaintiffs' Motion in Limine. This Court responded to Plaintiffs' Motion in Limine by entering an Order which stated, in its entirety, "NOW this 16th day of April, 2018, Plaintiffs' Motion in Limine is GRANTED."

Defendants timely filed a Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine. Defendants' Motion for Reconsideration was denied.

The April 16, 2018 Order prevented Defendants from offering evidence related to the defective equipment and services at trial. This evidence would have been crucial to: (1) proving the Defendants' counterclaims against Arrowhead and Busse, (2) proving the Plaintiffs failed to establish a prime facia case of performance of their obligations under the contracts, and (3) proving Defendants had a legitimate defense for breaching the contracts.

Defendants, by offers of proof at trial, produced evidence of the substantial defects in the equipment and services provided by Plaintiffs that the jury should have been allowed to consider. With Defendants prohibited of offering such evidence, the jury found against Defendants and in favor of Plaintiffs, without considering the Defendants' counterclaims.

Following the trial, Defendants filed a timely post-trial motion for relief relating to the jury's verdict ("May 11 Post-Trial Motion"). The May 11 Post-Trial Motion addressed some of the same errors complained of in the instant motion. On September 10, 2018, this Court issued its Phase II Opinion, Order and Verdict. Defendants timely filed a motion for post-trial relief as to the September 10 Opinion, Order and Verdict ("Defendants' Second Motion for Post-Trial Relief"). Defendants' Second Motion for Post-Trial Relief requested clarification in that the Court's September 10 Opinion, Order and Verdict was silent as to Defendants' counterclaims. Following oral argument on the Defendants' Second Motion for Post-Trial Relief, this Court entered an Order on February 1, 2019 ("February 1 Order"). The February 1 Order was entered "to clarify the decision of the non-jury portion of the trial." Paragraphs 5 and 6 of the February 1 Order formally enter judgment in favor of Plaintiffs and against Defendants, dismissing Defendant Giuseppe's counterclaims.

Defendants respectfully submit the following post-trial motion related to the Court's February 1 Order and in support of these requests, aver the following:

POST-TRIAL MOTION

1. Defendant Giuseppe's, having preserved its counterclaims with timely motions and/or trial objections, respectfully move for post-trial relief, and, in particular, ask the Court to vacate paragraphs 5 and 6 of the February 1 Order and order a new trial as to Giuseppe's counterclaims.

A. This Honorable Court erred in preventing Defendants from offering any evidence of the substantial defects in the equipment supplied by Plaintiffs.

2. Plaintiffs, Arrowhead and Busse, provided defective equipment and services to Defendants.

3. Defendant Giuseppe's timely brought counterclaims against Arrowhead and against Busse.

4. Plaintiffs filed a Motion in Limine which, *inter alia*, sought to exclude any and all evidence of the defects in the Plaintiffs' equipment and services.

5. Defendants timely filed a Brief in Response to Plaintiffs' Motion in Limine.

6. This Honorable Court granted Plaintiffs' Motion in Limine by an Order which read, in its entirety, "NOW this 16th day of April, 2018, Plaintiffs' Motion in Limine is GRANTED."

7. Defendants promptly filed a Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine.

8. Defendants' Motion for Reconsideration was denied by this Court.

9. Defendant Giuseppe's incorporates the arguments developed in Defendants' Brief in Response to Plaintiffs' Motion in Limine and Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine as if set forth in full herein.

10. Defendant Giuseppe's, by offers of proof at trial, produced evidence of substantial defects in the equipment and services provided by Plaintiffs that the jury should have been allowed to consider in determining whether Defendant Giuseppe's had legitimate counterclaims against the Plaintiffs.

11. The Court erred in granting the Plaintiffs' Motion in Limine and preventing Defendants from producing such evidence at trial.

12. As a result of the error, substantial rights of the Defendants were infringed.

B. This Honorable Court erred in entering its February 1 Order.

13. This Honorable Court committed a prejudicial error of law and/or abused its discretion in entering paragraph 5 of the February 1 Order:

a. For the reasons described above, Defendant Giuseppe's had legitimate counterclaims against Arrowhead.

14. This Honorable Court committed a prejudicial error of law and/or abused its discretion in entering paragraph 6 of the February 1 Order:

a. For the reasons described above, Defendant Giuseppe's had legitimate counterclaims against Busse.

WHEREFORE, Defendant Giuseppe's respectfully request that this Honorable Court grant the requested post-trial relief and order a new trial, allowing the Defendant Giuseppe's to present evidence of the substantial defects in the equipment and services provided by the

Plaintiffs and seek damages on its counterclaims, and order such other and further relief as my be appropriate.

Respectfully submitted,

Dated: February 8, 2019

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

CERTIFICATE OF COMPLIANCE

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

February 8, 2019

Gregory H. Teufel, Esq.
Carter C. Hoel, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief has been served upon the following counsel of record by first class U.S. mail this 8th day of February, 2019.

Jonathan H. Rudd, Esquire
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, Pennsylvania 17108-1166
Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

ORIGINAL

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

ARROWHEAD CONVEYOR CORP AND BUSSE/SJI CORP, Plaintiffs	)	
v.	)	No. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK ASSOCIATION Defendants	)	

FILED
2019 FEB 11 AM 11:11
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1CC Atty Rudd

Attorneys for Plaintiff: *Jonathan H. Rudd, Esquire*
John Sughrue, Esquire

Attorney for Defendants: *Gregory H. Teuful, Esquire*
Christopher E. Mohney, Esquire

Opinion and Order

Presently before the Court are Post-Trial Motions and Responses filed by the parties in this matter. The Court relies on its previous findings and conclusions of law except for the request for clarifications. Based on the previous findings of fact and conclusions of law as found by this Court, Defendant's counterclaims are **DISMISSED**. Therefore the Defendant's Motion for Post-Trial Relief is **DENIED**. The Court enters the following Order to clarify the decision of the non-jury portion of the trial.

ORDER

AND NOW, this 31 day of January, 2019, the Prothonotary is directed to enter Judgment as follows:

1. Judgment in Favor of Plaintiff Arrowhead Conveyor Corporation and against Defendant

☒O ☐RD ☐S

(13)

Giuseppe's Finer Foods, Inc. in the amount of $650,695.98 on the claim for breach of contract;

2. Judgment in favor of Plaintiff Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc. in the amount of $17,856.75 for their claim for breach of contract;
3. Judgment in favor of Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc. in the amount of $176,134.25 for attorneys' fees under the CSPA;
4. Judgment in favor of Defendants ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck and against Plaintiffs n the claim of piercing the corporate veil;
5. Judgment in Favor of Plaintiff Arrowhead Conveyor Corporation and against Defendant Giuseppe's Finer Foods, Inc. on the claims asserted in Counts I-IV of the Counterclaims
6. Judgment in favor of Plaintiff Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc., on Count V of the Counterclaims.

BY THE COURT:

David E. Grine, Senior Judge

5

CA

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

ARROWHEAD CONVEYOR CORPORATION
And BUSSE / SJI CORPORATION

Plaintiffs,

vs.

GIUSEPPE'S FINER FOODS, INC.
ICP GLOBAL HOLDINGS, INC.
ICP ASSET MANAGEMENT, INC. and
DENNIS V. RAYBUCK

Defendants,

NO. 2006-2159-CD

FILED
07 10:00 am 12
OCT 12 2018
2cc Atty Trufel
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
2cc Atty Rudd

ORDER

AND NOW, this 11th day of October, 2018, upon consideration of Defendant's *Motion for Post Trial Relief* [filed 9-24-18] and Plaintiff's Response [filed 10-9-18], it is the ORDER of this Court that argument shall be and is hereby scheduled for **Tuesday, December 4, 2018, at 1:00 PM** in the **Annex Courtroom**, 1st Floor, Clearfield County Courthouse Annex, 230 East Market Street, Clearfield, PA.

BY THE COURT:

SR. JUDGE DAVID E. GRINE
SPECIALLY PRESIDING

(134)

COPY

FILED
m/ jm
OCT 09 2018
cc Atty Rudd
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION, Plaintiffs v. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK Defendants.	CIVIL DIVISION No. 2006-2159-CD PLAINTIFFS' RESPONSE TO DEFENDANT'S MOTION FOR POST-TRIAL RELIEF AS TO NON-JURY DECISION Filed on behalf of Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation Counsel of Record: Jonathan H. Rudd, Esquire I.D. No. 56880 100 Pine Street P.O. Box 1166 Harrisburg, PA 17108 (717) 237-5405 telephone (717) 260-1737 facsimile jrudd@mwn.com John Sughrue, Esquire I.D. No. 01037 225 East Market Street Clearfield, PA 16830 (814) 765-1704 telephone (814) 765-6959 facsimile jsughrue@sughruelaw.com

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AND NOW COMES, Plaintiffs Arrowhead Conveyor Corporation ("Arrowhead") and Busse/SJI Corporation ("Busse") and submit the following response to Defendant Giuseppe's Finer Foods, Inc. ("Giuseppe's") Motion for Post-Trial Relief as to Non-Jury Decision.

I. This Court Did Not Err In Issuing Finding of Fact 2 and 6

A. Finding of Fact 2

Giuseppe's challenges this Court's Finding of Fact 2 that the Proposal permits interest at 1.5% per month, 18% per annum. In making its argument, Giuseppe's erroneously reads the interest provision as only applying to equipment orders less than $15,000 and ignores that the interest provision applies to any failure to make payment as provided for in section 2 of the Proposal. Giuseppe's bases its argument on the way section 2 is formatted and not on any rational basis for distinguishing between equipment orders less than and greater than $15,000. Giuseppe's interpretation of section 2 would lead to an absurd result, and a basic principle of contract interpretation is that the Court should avoid an interpretation that leads to an absurd result. See Pocono Manor Ass'n v. Allen, 12 A.2d 32, 35 (Pa. 1940) ("Before a court will interpret a provision in a statute or in a contract in such a way as to lead to an absurdity or make the statute or contract ineffective to accomplish its purpose, it will endeavor to find an interpretation which will effectuate the reasonable result intended. The interpretation of the restriction in question was so interpreted by the court below as to promote and not to defeat its obvious purpose.") Accord Starling v. Lake Meade Prop. Owners Ass'n, 162 A.3d 327, 345 (Pa. 2017).

Section 2 of the Proposal as originally formatted provides as follows in its entirety:

2. Acceptance: Buyer's acceptance of this proposal is limited to the terms and conditions contained herein and excludes any different or additional terms and conditions contained in Buyer's acceptance. If, for Buyer's convenience, Buyer's regular purchase order forms are used in accepting this proposal or in ordering equipment covered by this proposal, Arrowhead Conveyor's acceptance is expressly conditioned upon Buyer's assent to any additional or different terms contained herein.

   A. Equipment Purchase Terms of Payment: The purchase price shall be payable in United States current funds as per the terms expressed in this proposal (to be determined by Arrowhead Conveyor and communicated to Buyer in writing)

   B. Parts & Service and equipment orders less than $15,000 value Terms of Payment: The purchase price shall be payable in United States current funds as follows:

      100% due upon shipment or completion of services

      Amounts due upon shipment shall be due when equipment is ready for shipment if Buyer notifies Arrowhead Conveyor that Buyer is not ready to receive the shipment. Such delayed shipment is subject to storage and handling charges and is payable upon presentation of invoice. If Arrowhead Conveyor is responsible for installation and Buyer delays or interrupts installation, the full balance of the purchase price less cost of completion of installation shall immediately become due. If installation is resumed, Buyer shall reimburse Arrowhead Conveyor for any increased costs resulting from such delays. In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 ½% per month on the amount due on a pro-rata basis for any partial month on the amount due in arrears, provided there is no conflict with local or state law.

See Defendant Exhibit 89 at p. 24.

Although the interest provision falls below section 2.B., it is not directly connected to or limited to parts and services and equipment orders less than $15,000 and is clearly intended to apply to the statements contained in both A. and B. The

inclusion of the interest provision in a separate paragraph below both A. and B. makes it clear that the reference to "terms of payment outlined herein" refers to any obligation to make payment for equipment as provided above in section 2, and not just limited to equipment orders less than $15,000. It is absurd to suggest that the placement of the interest provision below B. means it only applies to equipment orders less than $15,000, and does not apply to equipment orders that would fall under A. The only difference between A. and B. is the timing of the payment. There is no difference between A. and B. in terms of Arrowhead's right to recover interest if payment is not made on time. When read in context, it is obvious that the paragraph in which the interest provision is contained applies to any equipment sale, since the other provisions on a Buyer induced delay in shipment or interruption of installation would equally apply to any size equipment order.

There simply is no logical reason that Arrowhead could collect interest if the equipment value was less than $15,000, but it could not recover interest if it was owed for equipment worth over $800,000. It would be absurd to suggest that the parties intended for the payment of interest to be handled in such a manner. The only interpretation that is reasonable and would not defeat the obvious purpose of the interest provision is to interpret the interest provision as applying to any equipment sold regardless of value. See Pocono Manor Ass'n, supra, 12 A.2d at 35.

B. Finding of Fact 6

Giuseppe's erroneously claims that Arrowhead failed to present evidence as to when it received the mailed version of the Purchase Order. The payment terms of the Purchase Order states that 5% is due at the time of the PO. See Plaintiff Exhibit 7.

Arrowhead offered evidence that the first payment of $41,550, which is 5% of the Purchase Order amount, was received by Arrowhead on January 13, 2005. See Trial Transcript 4/30/18 at pp. 109-10, Testimony of Marvin Stringfield. It is reasonable to conclude based on the payment terms set forth in the Purchase Order and the date payment was received that the mailed copy of the Purchase Order was received with the check that was due with the Purchase Order. Giuseppe's provided no contrary evidence, and it was reasonable for the Court to find that the mailed version of the Purchase Order was received after the faxed Purchase Order had been received.

II. Judge Ammerman's Multiple Rulings on the Payment Act Support This Court's Conclusion that the Payment Act Is Applicable To Plaintiffs' Claims

Giuseppe's completely ignores the import of Judge Ammerman's prior rulings regarding Plaintiffs' claim for relief under the Payment Act. Giuseppe's argued as a matter of law that Plaintiffs had no right to recover under the Payment Act even if the facts as plead were true. Judge Ammerman disagreed and overruled Giuseppe's preliminary objections and later denied its motion for summary judgment. There were no disputed facts material to Plaintiffs' claims under the Payment Act. Plaintiffs presented evidence to demonstrate every fact that supported their Payment Act claims and this Court correctly recognized that Giuseppe's cannot relitigate the legal issues associated with the applicability of the Payment Act. Judge Ammerman had previously resolved the legal issues regarding the applicability of the Payment Act, and since the facts relevant to the Payment Act claim were not disputed, this Court appropriately ordered relief under the Payment Act.

III. This Court Should Direct The Prothonotary to Enter Final Judgment As to All Claims Consistent With the Prior Orders of the Court and Jury's Verdict

Giuseppe's requests that the Court clarify the status of the counterclaims. Plaintiffs agree that this Court needs to issue one final Order directing the Prothonotary to enter Judgment consistent with all prior Orders and the Jury Verdict. This Court's prior Order granting Plaintiffs' Motion in Limine as to Giuseppe's counterclaims effectively dismissed the counterclaims since it precluded Giuseppe's from offering evidence to support any damages allegedly incurred. As such, it is appropriate for this Court to formally dismiss the counterclaims now that the trial has been concluded and direct the prothonotary to enter judgment in favor of Plaintiffs and against Giuseppe's on the counterclaims. Further, judgment needs to be entered in favor of Defendants and against Plaintiffs on the claims asserted in Count III so that all claims against all parties are formally resolved by judgment. Plaintiffs are attaching a Proposed Order that they are requesting the Court issue so that a final judgment can be entered by the Prothonotary as to all claims.

WHEREFORE, Plaintiffs respectfully request that this Court deny Defendant Giuseppe's Finer Foods, Inc.'s Motion for Post-Trial Relief and issue the attached Proposed Order.

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
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100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

By John Sughrue, Esquire
Attorney I.D. No. 01037
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(814) 765-1704 telephone
(814) 765-6959 facsimile
jsughrue@sughruelaw.com

Dated: October 5, 2018

Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

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

McNEES WALLACE & NURICK LLC

By _____

Jonathan H. Rudd
Attorney I.D. No. 56880
100 Pine Street, P.O. Box 1166
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(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

Dated: October 5, 2018

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing document was served by electronic mail upon the following:

Gregory H. Teufel, Esquire
OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
gteufel@OGCLaw.net

Christopher E. Mohney, Esquire
51 Beaver Drive, Suite 1
DuBois, PA 15801
cemesq@verizon.net

Jonathan H. Rudd

Date: October 5, 2018

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION,
Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK,
Defendants.

CIVIL DIVISION

No. 2006-2159-CD

[PROPOSED] ORDER

AND NOW, this ____ day of _____, 2018, the Court enters the following Order:

1. Defendants' Motion for Post-Trial Relief from the non-jury portion of the trial on Counts I and II of the Second Amended Complaint is DENIED.

2. Defendant Giuseppe's Finer Foods, Inc.'s counterclaims against Plaintiffs are DISMISSED.

3. The Prothonotary is directed to enter Judgment as follows:

   A. Judgment in favor of Plaintiff Arrowhead Conveyor Corporation and against Defendant Giuseppe's Finer Foods, Inc. in the amount of $650,695.98 on the claim for breach of contract asserted in Count I of the Second Amended Complaint;

   B. Judgment in favor of Plaintiff Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc. in the amount of $17,856.75 on the claim for breach of contract asserted in Count II of the Second

Amended Complaint;

C. Judgment in favor of Plaintiffs Arrowhead Conveyor Corporation and Plaintiff Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc. in the amount of $176,134.25 for the attorneys' fees claimed under the Contractor and Subcontractor Payment Act in Counts I and II of the Second Amended Complaint;

D. Judgment in favor of Defendants ICP Global Holdings, Inc., ICP Asset Management, Inc. and Dennis V. Raybuck and against Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation on the claim for piercing the corporate veil asserted in Count III of the Second Amended Complaint;

E. Judgment in favor of Plaintiff Arrowhead Conveyor Corporation and against Defendant Giuseppe's Finer Foods, Inc. on the claims asserted in Count I – Breach of Contract, Count II – Breach of Express Warranty, Count III – Breach of Implied Warranty of Merchantability, and Count IV – Breach of Implied Warranty of Fitness for Particular Purposes, of the Counterclaims; and,

F. Judgment in favor of Plaintiff Busse/SJI Corporation and against Defendant Giuseppe's Finer Foods, Inc. on the claim for breach of contract asserted in Count V of the Counterclaims.

BY THE COURT:

David E. Grine, Senior Judge

COPY
COPY

M/MM CAA
FILED
11:24
SEP 24 2018

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1 CC Atty Teufel

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 227.1(c)(2)

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

Counsel of Record:

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esq.
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
Plaintiffs,	No. 2006-2159-CD
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 227.1(c)(2)

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Motion for Post-Trial Relief.

Pursuant to the Court's December 2, 2015 Order, the proceedings in this matter were bifurcated. The second phase ("Phase II") consisted of a two-day jury/bench trial related to breach of contract claims brought by Plaintiff Arrowhead Conveyor Corporation ("Arrowhead") and Busse/SJI Corporation ("Busse").

The Court's February 12, 2018 Order further bifurcated Phase II, establishing that certain issues would be determined by the Court and certain issues would be determined by a jury. Following the Phase II jury trial, Defendants timely filed a Motion for Post-Trial Relief as to issues related to the jury's verdict.

This Court directed the parties to submit proposed findings of fact and conclusions of law within forty-five (45) days. Plaintiffs and Defendants both filed proposed findings of fact and

conclusions of law on August 31, 2018, and timely filed their responses to the opposing party's proposed findings and conclusions on September 10, 2018. On September 10, 2018, this Court signed its Phase II Opinion, Order, and Verdict ("Opinion, Order, and Verdict"), which was filed the following day on September 11, 2018. Based on the Opinion, Order, and Verdict being signed by the Court on September 10, 2018, the same day the parties' responses were due, it appears the Court may not have had the opportunity to review Defendants' Response in Opposition to Plaintiffs' Phase II Proposed Findings of Fact and Conclusions of Law prior to issuing its Opinion, Order and Verdict.

Pennsylvania Rule of Civil Procedure 227.1(c)(2) requires post-trial motions be filed within ten (10) days after "notice of nonsuit or the filing of the decision in the case of a trial without jury." Defendants' respectfully submit the following post-trial motion related to the Court's Opinion, Order, and Verdict and support of these requests, aver the following:

POST-TRIAL MOTION

1. Defendants, having preserved their claims with timely motions and/or trial objections, respectfully move for post-trial relief under Pa.R.Civ.P. 227.1, and, in particular, ask the Court to vacate its Opinion, Order and Verdict and order a new trial as to all issues.

A. This Honorable Court erred in issuing certain Findings of Fact.

a. Finding of Fact No. 2.

2. This Honorable Court committed a prejudicial error of law and/or abused its discretion in issuing Finding of Fact No. 2.

3. Section 2.B states, in its entirety:

> B. Parts & Service and equipment orders **less than $15,000 value**
> Terms of Payment: The Purchase Price shall be payable in United States Current funds as follows:

100% due upon shipment of completion of services

> Amounts due upon shipment shall be due when equipment is ready for shipment if Buyer notifies Arrowhead Conveyor that Buyer is not ready to receive the shipment. Such delayed shipment is subject to storage and handling charges and is payable upon presentation of invoice. If Arrowhead Conveyor is responsible for installation and Buyer delays or interrupts installation, the full balance of the purchase price less cost of completion of installation shall immediately become due. If installation is resumed, Buyer shall reimburse Arrowhead Conveyor for any increased costs resulting from such delays. In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 1/2% per month on the amount due on a pro-rata basis for any partial month on the amount due in arrears, provided there is no conflict with local or state law.

PX89, page 25 (emphasis added).

4. There is no dispute that Giuseppe's equipment order had a value substantially greater than $15,000.00.

5. Section 2.B is inapplicable.

6. Plaintiffs are not entitled to interest at a rate of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum.

b. Finding of Fact No. 6.

7. This Honorable Court committed a prejudicial error of law and/or abused its discretion in issuing Finding of Fact No. 6.

8. Finding of Fact No. 6 was not supported by sufficient evidence for the following reasons:

a. The Purchase Order is dated December 29, 2004. See PX7, page 4.

b. The faxed copy of the Purchase Order indicated that it was faxed to Arrowhead seven days later on January 5, 2005.

c. The Court, in its discussion notes "[t]here is no evidence to demonstrate that Arrowhead accepted and acted on the Mailed Order as opposed to the Faxed Order." See Opinion, Order, and Verdict, page 3.

d. Under Pennsylvania law, Plaintiffs have the burden of establishing the essential terms of the contract. CoreStates Bank, N.A. v. Cutillo, 723 A.2d 1053, 1058 (Pa.Super.Ct. 1999).

e. Arrowhead has failed to produce any evidence as to which of its employees/agents received the mailed version of the purchase order or when such receipt occurred.

9. It is erroneous and unsupported by the evidence for the Court to find that the mailed version of the Purchase Order was received "after the Faxed Order was received and confirmed."

B. This Honorable Court erred in determining that the Honorable President Judge Ammerman had previously determined the applicability of the Contractor and Subcontractor Payment Act.

10. This Honorable Court committed a prejudicial error of law and/or abused its discretion in determining the Judge Ammerman previously ruled on the applicability of the Contractor and Subcontractor Payment Act ("CSPA").

11. Judge Ammerman's previous rulings pertained to Preliminary Objections and a Motion for Partial Summary Judgment.

12. Judge Ammerman never found that Plaintiffs adduced sufficient evidence at trial to establish that Arrowhead and/or Busse was a "contractor" within the meaning of the CSPA.

C. This Honorable Court erred in determining that the CSPA is applicable.

13. This Honorable Court committed a prejudicial error of law and/or abused its discretion in determining that the CSPA applies to each Defendant.

14. The Discussion section of the Order, Opinion, and Verdict states, "[t]he Court finds, based on the evidence presented, that Plaintiff Busse's actions fall under the Contractor and Subcontractor Payment Act and therefore statutorily provided interest, penalties, and reasonable attorney fees are permitted under 73 P.S. §505, §512(a), and §512(b)." See Order, Opinion, and Verdict, page 4.

15. It is not clear from the Court's ruling what evidence the Court relied upon in making its determination.

16. Defendants incorporate the arguments developed in their Response in Opposition to Plaintiffs' Phase II Proposed Findings of Fact and Conclusions of Law (Response to Plaintiffs' Proposed Finding of Fact Nos. 39, 40, 41, and 42; and Response to Plaintiffs' Proposed Conclusion of Law Nos. 16, 17, 18, 19, 20, 21, 23, 24, 25, and 28) and in their Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine (section C "Law Regarding the Contractor and Subcontractor Payment Act") regarding the applicability of the CSPA as if set forth in full herein.

D. This Honorable Court erred in entering its Order.

17. This Honorable Court erred in entering paragraph number 1 of its Order for the following reasons:

a. For the reasons described above, section 2.B of Arrowhead's Proposal is inapplicable and therefore Arrowhead is not entitled to eighteen percent (18%) interest annually.

b. For the reasons described above, the CSPA does not apply to Arrowhead and therefore Arrowhead is not entitled to twelve percent (12%) penalty annually.

18. This Honorable Court erred in entering paragraph number 2 of its Order for the following reasons:

a. For the reasons discussed above, the CSPA does not apply to Busse and therefore Busse is not entitled to twelve percent (12%) interest annually.

b. For the reasons discussed above, the CSPA does not apply to Busse and therefore Busse is not entitled to twelve percent (12%) penalty annually.

19. This Honorable Court erred in entering paragraph number 3 of its Order for the following reasons:

a. The CSPA does not apply and therefore Plaintiffs are not entitled to an award of attorneys' fees.

b. Assuming, arguendo, the Plaintiffs are entitled to attorneys' fees, the Court erred in awarding the entire amount ($176,134.25) requested.

c. The fee award should be reduced by at least $15,677.00 for the 51.7 hours between June 10, 2013 and August 12, 2013 related to defending a Motion for Judgment Non Pros, necessary solely due to Plaintiffs' unexplained and unnecessary delay in prosecuting their claims.

d. The Court erred in not reducing the attorney fee claim to reflect entries that are vague and preclude distinguishing time spent on Count III, as Defendants explained in the Response in Opposition to the Affidavit of Jonathan Rudd of their Response in Opposition to Plaintiffs' Phase II Proposed Findings of Fact and

Conclusions of Law at page 28, which is incorporated by reference as if fully set forth herein.

E. Request for Clarification

20. Defendants note that the Court's Opinion, Order, and Verdict does not address Defendants' counterclaims.

21. Defendants are not aware of any previous Order disposing of Defendants' counterclaims and therefore respectfully request the Court clarify the status of the counterclaims.

WHEREFORE, Defendants respectfully request that this Honorable Court grant the requested post-trial relief pursuant to Pennsylvania Rule of Civil Procedure 227.1(c)(2) and order a new trial on all issues and order such other and further relief as may be appropriate.

Respectfully submitted,

Dated: September 20, 2018

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

CERTIFICATE OF COMPLIANCE

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

September 20, 2018

Gregory H. Teufel, Esq.
Carter C. Hoel, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant's Motion for Post-Trial Relief has been served upon the following counsel of record by first class U.S. mail this 20 day of September, 2018.

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Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED, ADJUDGED and DECREED:_____

_____

_____

_____

_____

_____

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

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GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED ADJUGED and DECREED that a new trial on all issues is GRANTED.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' PHASE II PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

FILED
m/JM JVM
SEP 13 2018
NO CC
BRIAN K. SPENCER
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' PHASE II PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Response in Opposition to Plaintiffs' Phase II Proposed Findings of Fact and Conclusions of Law.

INTRODUCTION

Pursuant to this Court's December 2, 2015 Order, the proceedings in this case were bifurcated. The first phase consisted of a three-day non-jury trial on the issue of whether the Plaintiffs could pierce the corporate veil and proceed against Mr. Raybuck personally ("Phase I"). Following the Phase I trial, this Honorable Court entered an Order on June 2, 2017 dismissing Count III (Breach of Contract—Piercing the Corporate Veil) of the Plaintiffs' Second Amended Complaint. In its Memorandum accompanying the June 2, 2017 Order, this Honorable Court issued findings of fact and conclusions of law for Phase I.

The second phase (Phase II) consisted of a two-day jury/bench trial on the remaining two counts. Count I (Breach of Contract—Arrowhead v. Giuseppe's) alleged that Plaintiff Arrowhead Conveyor Corp. ("Arrowhead") was entitled to payment of $134,415, representing the last 15% of the purchase price of equipment that Arrowhead sold to Giuseppe's pursuant to a written agreement. Count II (Breach of Contract—Busse/SJI) alleged that Busse/SJI Corporation ("Busse") was entitled to $4,404.60, representing 100% of what Busse invoiced for field service work pursuant to an alleged oral contract. Pursuant to this Court's February 12, 2018 Order, "[t]he parties have agreed that argument over what were the terms of the contract, i.e. factually what was the contract entered into among the parties, shall be heard and determined by the Court, not a jury."

Following the conclusion of Phase II, on May 1, 2018, this Court entered an Order requiring counsel to provide proposed findings of facts and conclusions of law within 45 days from receipt of the trial transcript and a response to the opposing party's proposed facts and conclusions 10 days later. In accordance with the May 1, 2018 Order, Defendants filed proposed phase II findings of facts and conclusions of law on August 31, 2018. On August 31, 2018, Plaintiffs also filed proposed findings of fact and conclusions of law, along with a post-trial brief as to proposed findings of fact and conclusions of law, and an affidavit of Jonathan Rudd.

Plaintiffs' August 31, 2018 filings are voluminous (249 pages, including exhibits) and replete with errors. For example, Plaintiffs claim entitlement to 18% per annum interest based on Section 2.B of Arrowhead's Proposal. See DX89, Plaintiffs' proposed findings of fact nos. 16 and 81. Section 2.B only applies to "Parts & Service and equipment orders **less than $15,000 value Terms of Payment**:" See DX89 page 25 (emphasis added). The equipment Giuseppe's purchased from Plaintiffs was worth hundreds of thousands of dollars and therefore Section 2.B

is inapplicable. Due to the substantial amount at issue, the voluminous nature of Plaintiffs' August 31, 2018 pleadings, and the number of errors contained therein, Defendants request to the opportunity for oral argument on proposed findings of facts and conclusions of law and a hearing on Plaintiffs' entitlement to and claimed amount of attorneys' fees and expenses.

RESPONSE TO PLAINTIFFS' PROPOSED FINDINGS OF FACT

Response to Plaintiffs' proposed finding of fact no. 6:

Plaintiffs' proposed finding of fact no. 6 contradicts this Court's Phase I Findings of Fact, is inaccurate, and is misleading. Phase I Finding of Fact no. 61 found, "Beginning in October, 2004, Giuseppe's solicited bids for the equipment needed to operate the plant." Further, it is inaccurate and misleading to claim that Dennis Raybuck issued an Invitation to Bid. To the contrary, ICP issued the initial Invitation to Bid and the document specifically references the "Owner" as "INTERNATIONAL CUSTOM PRODUCTS (ICP). See PX1.

Response to Plaintiffs' proposed finding of fact no. 7:

Defendants agree that ICP issued the invitation to bid and Giuseppe's ultimately ordered equipment from Arrowhead. Defendant merely seeks clarification that "the equipment" is defined as the Depalletizer, Spray Cooler and Pouch Cooler. See DX89 and Plaintiffs' proposed finding of fact no. 13.

Response to Plaintiffs' proposed finding of fact no. 9.

Plaintiffs' proposed finding of fact no. 9 is misleading. Defendants do not dispute that language quoted by the Plaintiffs' in their proposed finding of fact no. 9 is included in the description of the Project, however, Plaintiffs have failed to quote the entire description. Should the Court include Plaintiffs' proposed finding of fact no. 9 , Defendants request the finding be amended to state: "The invitation to bid describes the Project, **in part**, as " . . . " See PX1.

Response to Plaintiffs' proposed finding of fact no. 16:

Plaintiffs' proposed finding of fact no. 16 is misleading and irrelevant. Section 2.B states, in its entirety:

> B. Parts & Service and equipment orders **less than $15,000 value** Terms of Payment: The Purchase Price shall be payable in United States Current funds as follows:
>
> 100% due upon shimpment of completion of services
>
> Amounts due upon shipment shall be due when equipment is ready for shipment if Buyer notifies Arrowhead Conveyor that Buyer is not ready to receive the shipment. Such delayed shipment is subject to storage and handling charges and is payable upon presenatation of invoice. If Arrowhead Conveyor is responsible for installation and Buyer delays or interupts instalation, the full balance of the purchase price less cost of completion of installation shall imediately become due. If installation is resumed, Buyer shall reimburse Arrowhead Conveyor for any increased costs resulting from such delays. In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Converyor reserves the right to assess a service charge of 1 1/2% per month on the amount due on a pro-rata basis for any parital month on the amount due in arrears, provided there is no conflict with local or state law.

PX89, page 25 (emphasis added). Giuseppe's equiment order had a value substantially greater than $15,000 (See e.g., Plaintiffs' proposed finding of fact nos. 13, 24, 62) and therefore Section 2.B is inapplicable. Plaintiffs have failed to idenfity any other section of the Contract that entitles them to 1 1/2% interest.

Section 2.A is applicable. Section 2.A states, in its entirety:

> Equipment Purchase Terms of Payment: The purchase price shall be payable in United States current funds as per the terms expressed in this proposal (to be determeined by Arrowhead Conveyor and communicated to the Buyer in writing).

PX89, page 25 (emphasis in original).

Response to Plaintiffs' proposed finding of fact no. 19:

Plaintiffs' proposed finding of fact no. 19 is inaccurate. Giuseppe's did not accept Arrowhead's Proposal. To the contrary, based on representations in Arrowhead's Proposal,

Giuseppe's responded by sending a Purchase Order containing additional terms and conditions. The Purchase Order was a counteroffer which Arrowhead accepted by conduct consisting of delivery of the Equipment. For reasons further explained in Defendants' Motion in Limine Brief, the Purchase Order constituted a counteroffer and not an acceptance of the Proposal because, pursuant to Section 2207(a) of Pennsylvania's Uniform Commercial Code (13 Pa.Cons.Stat. § 2207(a) where "acceptance is expressly made conditional on assent to the additional or different terms" there is no contract formed by the exchange of forms, and acceptance is deemed a counteroffer. The Purchase Order conditions at Section 15 expressly state "[e]ach shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein . . ." DX95, p. 14. Argument related to whether the Purchase Order constituted a counteroffer are further explained in Defendants' Motion in Limine Brief are incorporated by reference as if set forth in full. A true and correct copy of Defendants' Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine is attached hereto as Exhibit A.

It is misleading to say to the "Purchase Order was initially faxed to Arrowhead . . ." The original Purchase Order that Mr. Mitchell signed on behalf of Giuseppe's had the terms and conditions, which were on the reverse side. Luke Sicard of Giuseppe's chose to contemporaneously send the original signed Purchase Order to Arrowhead by mail and fax a copy. The fax machine did not scan and send both sides of the Purchase Order. The testimony cited in support of Plaintiffs' proposed finding of fact no. 19 does not mention the mailed version of the Purchase Order or which version was received first. No legal authority dictates that there is legal significance that the faxed version was incomplete. Defendants' Purchase Order terms and conditions are operative. Argument related to whether there is legal significance to mailing

the original and contemporaneously faxing an incomplete version are further explained in Defendants' Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine and incorporated by reference as if set forth in full.

Response to Plaintiffs' proposed finding of fact no. 22:

Plaintiffs' proposed finding of fact no. 22 is misleading and inaccurate. The Purchase Order is a written document which speaks for itself. As discussed in Defendants' response to Plaintiffs' proposed finding of fact no. 19, Section 15 of the Purchase Orders' terms and conditions states that acceptance was expressly conditioned on the terms contained therein. The Purchase Order did "take exception" to the Proposal's terms and conditions.

Response to Plaintiffs' proposed finding of fact no. 25:

Plaintiffs' proposed finding of fact no. 25 is misleading and not supported by evidence. Plaintiff offers no evidence in support that the faxed version of the purchase order was received prior to the mailed version. The Purchase Order is dated December 29, 2004. PX7, page 4. The fax copy of the Purchase Order indicated that it was faxed to Arrowhead seven days later on January 5, 2005 according to the time stamp on the top of PX7. See PX 7. There was no testimony at trial as to who received the mailed version of the purchase order or when.

Plaintiffs' sole citation in support of proposed finding no. 25 is "Exhibit 3 to Plaintiffs' Motion in Limine." Exhibit 3 is a copy of the Purchase Order which does not contain the fax time stamp or any other information relating to when it was received by mail or fax. Plaintiffs are not entitled to a finding of fact stating "[a]fter Arrowhead had already received the faxed Purchase Order, it then received a copy of the Purchase Order in the mail . . ." when they have failed to present and/or cite any support for such a statement.

Response to Plaintiffs' proposed finding of fact no. 26:

Plaintiffs' proposed finding of fact no. 26 is misleading, not supported by the evidence and irrelevant. As described in response to Plaintiffs' proposed finding of fact no. 25, there is no evidence to support the proposition that the Purchase Order "had previously been faxed to Arrowhead." Additionally, the first page of the Purchase Order references all terms which were "below" including the Purchase Order—Conditions contained on the reverse side of the document.

Response to Plaintiffs' proposed finding of fact no. 27:

Plaintiffs' proposed finding of fact no. 27 is incomplete and misleading. Contrary to Plaintiffs' assertion, the Terms referenced in the Purchase Order included not only the eight (8) terms included in Plaintiffs' proposed finding of fact no. 27, but also include the "PURCHASE ORDER CONDITIONS" located on the back of the document. See DX95.

Response to Plaintiffs' proposed finding of fact no. 28:

Plaintiff's proposed finding of fact no. 28 is inaccurate. The last page of the full version of the Purchase Order, mailed to and received by Arrowhead, is titled "PURCHASE ORDER—CONDITIONS." See DX95, page 14.

Response to Plaintiffs' proposed finding of fact no. 29:

Plaintiffs' proposed finding of fact no. 29 is misleading and irrelevant. The terms and conditions of the original proposal were no longer operative at the time Change Order A was executed and therefore this language is of no legal significance.

Response to Plaintiffs' proposed finding of fact no. 30:

Plaintiffs' Exhibit 9 is Change Order A dated January 26, 2005 as evidenced by the citation in Plaintiffs' proposed finding of fact no. 29. Defendants are unaware of which exhibit Plaintiff intended to cite.

Response to Plaintiffs' proposed finding of fact no. 31:

Plaintiffs' proposed fining of fact no. 31 is irrelevant. Assuming it is true that Giuseppe's did not re-send the Purchase Order—Conditions with the Change Order faxed on April 8, 2005, that fact carries no legal significance. Defendants included the Purchase Order—Conditions in their Counteroffer and Arrowhead accepted the Conditions as described in response to Plaintiffs' proposed finding of fact no. 19. Once the Contract was formed and Arrowhead accepted the Purchase Order—Conditions, it is of no legal significance whether they were included in subsequent change orders.

Response to Plaintiffs' proposed finding of fact no. 33:

Plaintiffs' proposed finding of fact no. 33 is irrelevant. Defendants included the Purchase Order—Conditions in their Counteroffer and Arrowhead accepted the Conditions as described in response to Plaintiffs' proposed finding of fact no. 19. Once the Contract was formed and Arrowhead accepted the Purchase Order—Conditions, it is of no legal significance whether they were included in subsequent change orders.

Response to Plaintiffs' proposed finding of fact no. 34:

Plaintiffs' proposed finding of fact no. 34 is misleading. Defendants do not dispute that Stringfield testified that there was in internal inspection and a customer inspection prior to shipping, however, Stringfield's testified:

> A. . . . Then following that, there would be an internal inspection, as well. And following that would be a customer inspection. We have customers coming

in, and we run the product for them; as much as we could within a limited scope given our limited part of the system.

. . .

Q. Ultimately, as you said, the final process that you explain is, the machine is, in essence, assembled at your factory?
A. Yes. The cooler couldn't be completely assembled. It's manufactured in 8-foot section. It's 12 feet wide, 86 feet long . . .

Phase II Trial Transcript Volume 1 141:8-19. Stringfield did not specifically mention whether the Depalletizer and/or Pouch Cooler (or parts of them) were included in either inspection. Defendants request that should the Court find that an internal inspection and/or customer inspection occurred, it be noted that they were only partial inspections on some of the Equipment.

Response to Plaintiffs' proposed finding of fact no. 35:

Plaintiffs' proposed finding of fact no. 35 is misleading. As described in Defendants' response to Plaintiffs' finding of fact no. 34 it is misleading to say "the equipment was inspected by Giuseppe's." To the contrary, the testimony reflects that portions of the equipment were inspected during the internal and/or customer inspection.

Response to Plaintiffs' proposed finding of fact no. 38:

Plaintiffs' proposed finding of fact no. 38 contains a typo, "See Plaintiff Exhibits 31 and 31." Defendants believe Plaintiff is referencing PX 31 and PX 32. Defendants do not dispute that the Depalletizer and Spray Cooler were installed by Hartness International.

Response to Plaintiffs' proposed finding of fact no. 39:

Plaintiffs' proposed finding of fact no. 39 is misleading and irrelevant. The terms of the Contract do no obligate Arrowhead to assemble and/or install the Equipment at the Facility and there is no evidence in the record that Arrowhead was involved in the installation and/or assembly of the Equipment at the Facility. To the contrary, Hartness International was the

integrator and responsible for the installation. The fact that Arrowhead's installation instructions call for another entity to fasten the Equipment to the Facility floor does not make Plaintiffs a "contractor" hired to "perform work on any real property" within the meaning of the Contractor and Subcontractor Payment Act, 73 Pa.Cons.Stat. § 501, et seq. ("Payment Act") and therefore proposed finding of fact no. 39 is irrelevant.

Response to Plaintiffs' proposed finding of fact no. 40:

Plaintiffs' proposed finding of fact no. 40 is misleading and irrelevant. Plaintiffs were not involved in the installation of the Equipment at the facility. Plaintiffs have cited no authority that manufacturing equipment that "needs to be connected to the buildings' pneumatic/air and electrical systems" makes Plaintiffs a "contractor" hired to "perform work on any real property" within the meaning of the Payment Act. To the contrary, Plaintiffs did not install any of the Equipment at the Facility. Therefore proposed finding of fact no. 40 is irrelevant.

Response to Plaintiffs' proposed finding of fact no. 41:

Plaintiffs' proposed finding of fact no. 41 is misleading and irrelevant. Plaintiffs were not involved in the installation of the Equipment at the Facility. Plaintiffs' have cited no authority that manufacturing equipment that "requires that it be connected to the building' pneumatic/air and electrical systems, as well as the buildings' water supply and drain system" makes Plaintiffs a "contractor" hired to "perform work on any real property." To the contrary, Plaintiffs did not install any of the Equipment at the Facility. Therefore proposed finding of fact no. 41 is irrelevant.

Response to Plaintiffs' proposed finding of fact no. 42:

Plaintiffs' proposed finding of fact no. 42 is misleading and irrelevant. Plaintiffs were not involved in the installation of the Equipment at the Facility. Mr. Somerset testified that legs

of the Spray Cooler were "supposed to be anchored to the floor." Phase II Trial Transcript Volume II 49:18-49:19. Mr. Somerset (nor any other Plaintiffs' employee) did not perform the installation, rather he was testifying that they had been anchored to the floor during the installation process based on viewing a photograph and seeing that there appeared to be "mounting" protruding from the base of the legs. The fact that someone other than Plaintiffs' appears (based on photographs) to have anchored the Spray Cooler to the floor does not establish that Plaintiffs are a "contractor" hired to "perform work on any real property" and therefore subject to the Payment Act.

Response to Plaintiffs' proposed finding of fact no. 45:

Plaintiffs' proposed finding of fact no. 45 is misleading. The location of the Equipment was fixed based on the plans and design of the Facility.

Response to Plaintiffs' proposed finding of fact no. 48:

Plaintiffs' proposed finding of fact no. 48 is misleading. The work described in the September 21, 2005 email was not "extra work." Grant Somerset, the Plaintiffs' employee who traveled to Giuseppe's, testified that the work performed during his first visit would normally have been performed during the startup:

> Q. So if there had been no first trip, it was all something you would have done on the trip for startup and commissioning?
> A. Right.
> Q. Everything you did on that Tuesday?
> A. Yes.

Mr. Somerset's testimony establishes that work he performed during his first visit was startup work and should have been covered under the five days of startup assistance and commissioning provided for in the Purchase Order. Phase II Trial Transcript Volume II 85:18-85:23.

Response to Plaintiffs' proposed finding of fact no. 49:

Plaintiffs' proposed finding of fact no. 49 is misleading and inaccurate. As noted in Plaintiffs' proposed findings nos. 46 and 47, the email exchange about potentially modifying the Purchase Order were between Giuseppe's and Arrowhead. Plaintiffs fail to explain how Busse, apparently relying on communications to which it was not a party, entered into an oral contract with Giuseppe's.

Response to Plaintiffs' proposed finding of fact no. 50:

Plaintiffs' proposed finding of fact no. 50 is not supported by the evidence. Busse offered no testimony as to which of its employees had the alleged contact with Giuseppe's. Mr. Stringfield testified as to what he believed was Busse's procedure. He did not author the emails and did not have any discussions with anyone at Giuseppe's. Mr. Stringflied's testimony as to what he believes "Busse would have expected" is not sufficient to establish such a belief as a finding of fact.

Response to Plaintiffs' proposed finding of fact no. 56:

Plaintiffs' proposed finding of fact no. 56 is inaccurate and misleading. Grant Somerset, the Plaintiffs' employee who traveled to Giuseppe's, testified that the work performed during his first visit would normally have been performed during the startup:

> Q. So if there had been no first trip, it was all something you would have done on the trip for startup and commissioning?
> A. Right.
> Q. Everything you did on that Tuesday?
> A. Yes.

Mr. Somerset's testimony establishes that work he performed during his first visit was startup work and should have been covered under the five days of startup assistance and commissioning provided for in the Purchase Order. Phase II Trial Transcript Volume II 85:18-85:23.

Response to Plaintiffs' proposed finding of fact no. 57:

Plaintiffs' proposed finding of fact no. 57 is inaccurate and misleading. Somerset's first trip was to provide services that normally would have been included in the startup assistance and commissioning provided for in the Purchase Order. Plaintiffs' have failed to produce any evidence of the circumstances surrounding, the existence of, and/or the terms of the alleged oral contract.

Response to Plaintiffs' proposed finding of fact no. 62:

Plaintiffs' proposed finding of fact No. 62 is misleading and inaccurate. Arrowhead did not invoice Giuseppe's "as provided for in the original purchase order." To the contrary, Arrowhead improperly disregarded the terms as provided in the original purchase order. The terms of the purchase order called for Arrowhead to invoice Giuseppe's for the final fifteen (15) percent of the of the Contract amount "after start up, training and punch list completed, not to exceed 60 days after receipt of equipment." Arrowhead incorrectly asserted in its August 12, 2005 invoice that payment was due 30 days after receipt of equipment:

> Q. You heard Attorney Teufel mention that the actual progress billing does not exceed 30 days where the contract indicated it was not to exceed 60 days. Do you agree with that?
> A. Yes.
> Q. Was this a mistake on Arrowhead's part to put 30 instead of 60 days?
> A. It appears to be standard language.
> Q. And do you agree that payment would not be due until 60 days after receiving?
> A. That's correct.

Phase II Trial Transcript Volume II 161:7-161:17. Additionally, there is no evidence on the record as to when the Pouch Cooler was delivered. It is incorrect and misleading for Arrowhead to claim that they invoiced Giuseppe's "as provided for" in the original Purchase Order.

Response to Plaintiffs' proposed finding of fact no. 64:

Plaintiffs' proposed find of fact no. 64 is irrelevant. It is admitted that Busse sent the invoice, however it is denied that Busse and Giuseppe's entered into an oral contract for the field service work or that Busse properly issued the invoice. The burden of proving an oral contract is on the party seeking to establish it. See Boyle v. Steiman, 631 A.2d 1025, 1033 (Pa.Super. 1993). Plaintiffs failed to produce sufficient evidence to establish the existence of an oral contract, including its essential terms.

Response to Plaintiffs' proposed finding of fact no. 65:

Plaintiffs' proposed finding of fact no. 65 is irrelevant. Busse unilaterally issued an invoice and created terms. The relevant inquiry is the terms of the alleged oral contract, which Plaintiffs have failed to produce any evidence of. Plaintiffs failed to meet their burden of establishing the essential terms of the alleged oral contract: there is no evidence that anyone at Giuseppe's ever agreed to pay for 18 hours of travel time (for 10 hours of regular work) or expenses. There is no evidence that Giuseppe's ever agreed to payment terms of "Net 10," which differs from the payment terms in the written Contract. The only evidence offered as to the alleged oral contract between Giuseppe's and Busse was a written email between Giuseppe's and Arrowhead discussing a possible future change order to Arrowhead that would have modified the written Contract between Giuseppe's and Arrowhead. An oral modification of a written contract must be proven by "clean, precise, and convincing evidence." Fina v. Fina 737 A.2d 760, 765 (Pa.Super. 1999). Busse failed to meet its burden of proving the existence and essential terms of the alleged oral contract, and therefore the fact that Busse unilaterally issued invoice is irrelevant. See PX46.

Response to Plaintiffs' proposed finding of fact no. 66:

Plaintiffs' proposed finding of fact no. 66 is misleading and inaccurate. The $134,415.00 was not and is not due to Arrowhead unless and until Arrowhead tendered goods that conformed with the Contract. Arrowhead provided defective Equipment and therefore is not entitled to full payment. No monies are due to Busse as there was no oral contract between Giuseppe's and Busse. It is misleading and inaccurate to state the amounts were "due."

Response to Plaintiffs' proposed finding of fact no. 68:

Plaintiffs' proposed finding of fact no. 68 is misleading. Plaintiffs seek a judicial finding of fact assigning significance to the "no dispute" language in the document. Mr. Raybuck testified as to the context surrounding PX67:

> Q. Was careful scrutiny given to each one to determine whether there was any basis at all to question whether it was owed, any possible defenses to the claim?
>
> . . .
>
> A. And so we had a lot of things going on and only so much time, people and money to take care of it. So we decided at the time that we would rather pay all these people, even ones that there was some problems with, rather than argue about it, because we had enough arguing to do outside of that.
>
> . . .
>
> Q. When it was listed, no dispute, but no agreement signed, does that mean there was no possible basis to dispute or that you were interested in fighting about it?
>
> A. Just weren't interested in fighting that battle. This is only less than two and half percent of – the entire purchase from Busse was only 2 and a half percent of what was spent on equipment. So this wasn't worth arguing about at the time.

Phase II Trial Transcript Volume II 101:13-101:16; 102:1-102:6; 102:12-102:20. Defendants admit to the existence of the "no dispute" language on the document, however, neglecting to include Mr. Raybucks testimony and the context is misleading.

Response to Plaintiffs' proposed finding of fact no. 69:

Plaintiffs' proposed finding of fact no. 69 is misleading for the same reasons discussed in response to proposed finding of fact no. 68.

Response to Plaintiffs' proposed finding of fact no. 70:

Plaintiffs' proposed finding of fact no. 70 is misleading. Mr. Raybuck did not testify that Giuseppe's "prepared a check to send to Busse for the $4,404.60 that was owed but then never sent the check" as described in Plaintiffs' proposed finding no. 70. To the contrary Mr. Raybuck testified that PX 67 indicates that it is "likely" such a check was written. Phase II Trial Transcript Volume II 99:9-99:11. Further, as discussed in response to proposed finding of fact no. 68, if a check was written, it does not indicate that the monies were "owed," rather only that Giuseppe's was not interested and/or able to dispute the matter at the time.

Response to Plaintiffs' proposed finding of fact no. 71:

Plaintiffs' proposed finding of fact no. 71 is misleading and inaccurate. It is admitted that Giuseppe's never paid Arrowhead the final 15% of the Contract price and never paid Busse pursuant to the alleged oral contract, however, for the reasons stated above and in numerous pleadings, the amounts were not "owed."

Response to Plaintiffs' proposed finding of fact no. 72:

For the reasons discussed in Defendants' Motion for Post-Trial Relief, the jury cannot have properly found Giuseppe's violated a contract without being instructed as to the terms of that contract. Pursuant to this Court's February 12, 2018 Order, the Court was to determine the existence and terms of the contracts at issue. The jury was not instructed as to the existence and/or terms of the contract between Giuseppe's and Arrowhead prior to rending its verdict.

Response to Plaintiffs' proposed finding of fact no. 73:

For the reasons discussed in Defendants' Motion for Post-Trial Relief, the jury cannot have properly found Giuseppe's violated a contract without being instructed as to the terms of that contract. Pursuant to this Court's February 12, 2018 Order, the Court was to determine the

existence and terms of the contracts at issue. The jury was not instructed as to the existence and/or terms of the alleged oral contract between Giuseppe's and Busse prior to rending its verdict.

Response to Plaintiffs' proposed finding of fact no. 74:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986).

Response to Plaintiffs' proposed finding of fact no. 75:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986).

Response to Plaintiffs' proposed finding of fact no. 76:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986). Additionally, Mr. Sughrue has not provided an affidavit in support of the reasonableness of his fees.

Response to Plaintiffs' proposed finding of fact no. 77:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986).

Response to Plaintiffs' proposed finding of fact no. 78:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986).

Plaintiffs have failed to cite, and Defendants have not been able to locate, any authority for the claim that Plaintiffs' employees' travel expenses are recoverable under Pennsylvania law.

Response to Plaintiffs' proposed finding of fact no. 79:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986). All of the expert testimony in this case was in Phase I and completely irrelevant to Phase II, in which there was no expert testimony. Plaintiffs' Pretrial Statement for Phase II includes a section titled "Expert Reports" which states, in its entirety "[n]one on the remaining issues involved in the case." See Plaintiffs' Amended Pretrial Statement. Attorney Rudd's estimate as to how much time the expert devoted to issues related to Counts I and II as opposed to Court III is not sufficient.

Response to Plaintiffs' proposed finding of fact no. 80:

The Payment Act is not applicable to this case. Additionally, the party claiming entitlement to an award of fees bears the burden of proving such entitlement. Jones v. Muir, 511 Pa. 535, 515 A.2d 855 (1986).

Response to Plaintiffs' proposed finding of fact no. 81:

Plaintiffs' proposed finding of fact no. 81 is inaccurate. As discussed in response to proposed finding no. 16, even if the Court decides that Plaintiffs' terms and conditions apply, Section 2.B is in applicable to orders over $15,000.00 and Plaintiff therefore is not entitled to 1.5% interest. The Payment Act is inapplicable and therefore the statutory rate of 6% interest would apply for the calculation of any prejudgment interest.

Additionally, there have been several lengthy periods where Plaintiffs caused this case to go dormant. For seven months between December 3, 2007 and July 9, 2008 there was no

activity in this case. For approximately one year and seven months, between October 2009 and May 2011, there was no activity in this case. For approximately one year and two months, between February 16, 2012 and April 15, 2013, there was no activity in this case. This Court, sua sponte, due to the lack of activity issued an Order on April 15, 2013 scheduling a status conference. The extended periods of delay in this case of seven months, one year and seven months, and one year and two months, total three years and four months of extended and unexplained inactivity. In the event the Court determines Plaintiffs are entitled to interest and/or penalties, the 40 months of unnecessary delay should not be included in such calculations.

Response to Plaintiffs' proposed finding of fact no. 82:

Plaintiffs' proposed finding of fact no. 82 is inaccurate. Plaintiffs failed to meet their burden of proving the existence of an oral contract and its terms.

Response to Plaintiffs' proposed finding of fact no. 83:

Plaintiffs' proposed finding of fact no. 83 is inaccurate and irrelevant. As described above, even if the Court rules that Plaintiffs' terms and conditions are applicable, Plaintiffs are not entitled to 18% interest under the express language of Section 2.B.

Response to Plaintiffs' proposed finding of fact no. 84:

Plaintiffs' proposed finding of fact no. 84 is inaccurate. The Payment Act is not applicable and therefore Plaintiffs are not entitled to interest at a rate of 12%.

Response to Plaintiffs' proposed finding of fact no. 85:

Plaintiffs' proposed finding of fact no. 85 is inaccurate. The Payment Act is not applicable to Busse and therefore Plaintiffs are not entitled to interest at a rate of 12%.

RESPONSE TO PLAINTIFFS' PROPOSED CONCLUSIONS OF LAW

Response to Plaintiffs' proposed conclusion of law no. 3:

Plaintiffs' proposed conclusion of law no. 3 is inaccurate and misleading. Giuseppe's did not accept Arrowhead's Proposal. To the contrary, based on representations in Arrowhead's Proposal, Giuseppe's responded by sending a Purchase Order containing additional terms and conditions. The Purchase Order was a counteroffer which Arrowhead accepted by conduct consisting of delivery of the Equipment. For reasons further explained in Defendants' Motion in Limine Brief, the Purchase Order constituted a counteroffer and not an acceptance of the Proposal because, pursuant to Section 2207(a) of Pennsylvania's Uniform Commercial Code (13 Pa.Cons.Stat. § 2207(a)) where "acceptance is expressly made conditional on assent to the additional or different terms" there is no contract formed by the exchange of forms. The Purchase Order conditions at Section 15 expressly state "[e]ach shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein . ." DX95, p. 14. Argument related to whether the Purchase Order constituted a counteroffer is further explained in Defendants' Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine and incorporated by reference as if set forth in full.

In addition to being inaccurate in claiming Giuseppe's accepted the Proposal, it is misleading to claim the faxed version of the Purchase Order was received prior to the mailed version. The original Purchase Order that Mr. Mitchell signed on behalf of Giuseppe's had the terms and conditions (including Section 15) on the reverse side. Luke Sicard of Giuseppe's chose to contemporaneously send the original signed Purchase Order to Arrowhead by mail and fax a copy. The fax machine did not scan and send both sides of the Purchase Order. Plaintiffs

have offered no evidence that the faxed version of the Purchase Order was received prior to the mailed version. Defendants' Purchase Order terms and conditions are operative.

Response to Plaintiffs' proposed conclusion of law no. 4:

Plaintiffs' proposed conclusion of law no. 4 is misleading and inaccurate. As described in Defendants' response to Plaintiffs' proposed conclusion of law no. 3, the Purchase Order was a counteroffer, not an acceptance of the Proposal. Further, it is not clear what Plaintiffs' mean by "acknowledged." Plaintiffs appear to be referring to PX8 (as described in Plaintiffs' proposed finding of fact no. 21). PX8 is an internal fax from one of Plaintiffs' employees (Jeff Kaplan) to two other Plaintiffs' employees (Marty Stringfield and Rick Steiner) which states, in pertinent part, "[p]lease note the attached P.O. I have confirmed back via fax that it was received." This internal document does not specify whether the Purchase Order was first received by mail or by fax. Further, PX8 does not mention the word "acceptance" or "offer" or reference Arrowhead's Proposal. Plaintiffs offer no explanation of how an internal document that merely confirms receipt of Giuseppe's counteroffer can function as "acknowledgement of Giuseppe's acceptance of Arrowhead's offer as set forth in the Proposal dated December 29, 2004."

Response to Plaintiffs' proposed conclusion of law no. 5:

Plaintiffs' proposed conclusion of law no. 5 is misleading and inaccurate. As discussed in Defendants response to Plaintiffs' proposed conclusion of law no. 3, Giuseppe's did not accept Arrowhead's Proposal. It is inaccurate to state that the Purchase Order "was not expressly made conditional on assent to any additional or different terms." To the contrary, Purchase Order conditions at Section 15 expressly state "[e]ach shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein . ." DX95, p. 14.

Response to Plaintiffs' proposed conclusion of law no. 6:

Plaintiffs' proposed conclusion of law no. 6 is inaccurate. As discussed in Defendants' response to Plaintiffs' proposed conclusion of law no. 3, by operation of law under Section 2207(a) of Pennsylvania's Uniform Commercial Code, the additional terms or conditions in the Giuseppe's counteroffer were not "simply proposals for addition to the contract." Giuseppe's Purchase Order, including its terms and conditions, were a counteroffer that Arrowhead accepted.

Response to Plaintiffs' proposed conclusion of law no. 7:

Plaintiffs' proposed conclusion of law no. 7 is inaccurate. Arrowhead's offer was not accepted, rather Giuseppe's Purchase Order was a counteroffer which Arrowhead accepted through its conduct. Acceptance of the Purchase Order was expressly conditional upon Arrowhead's assent to the Purchase Order's terms and conditions pursuant to Section 15.

Response to Plaintiffs' proposed conclusion of law no. 8:

Plaintiffs' proposed conclusion of law no. 8 is inaccurate and misleading. Plaintiff offers no evidence in support that the faxed version of the purchase order was received prior to the mailed version. The Purchase Order is dated December 29, 2004. PX7, page 4. The fax copy of the Purchase Order indicated that it was faxed to Arrowhead seven days later on January 5, 2005 according to the time stamp on the top of PX7. See PX 7. There was no testimony at trial as to who received the mailed version of the purchase order or when.

Under Pennsylvania law, parties asserting claims for breach of contract must prove three elements including the existence of a contract and its essential terms." Assuming this Court assigns legal significance to the fact that Defendants simultaneously mailed the original complete version of the Purchase Order and faxed a version missing the reverse side of the documents,

Plaintiffs would still have the burden of proving that the faxed version was received first. They have failed to offer any such evidence and therefore have not met their burden.

Response to Plaintiffs' proposed conclusion of law no. 9:

Plaintiffs' proposed conclusion of law no. 9 is inaccurate. The first page of the Purchase Order has a box titled "TERMS" which says "SEE BELOW." The Purchase Order—Conditions contained in the full document were "below."

Response to Plaintiffs' proposed conclusion of law no. 10:

Plaintiffs' proposed conclusion of law no. 10 is inaccurate. As described above, it is inaccurate to state that the Purchase Order's terms and conditions were proposed as additional terms, to the contrary, the Purchase Order was a counteroffer and its acceptance was expressly conditioned on Arrowhead's assent to Giuseppe's terms and conditions.

Response to Plaintiffs' proposed conclusion of law no. 11:

Plaintiffs' proposed conclusion of law no. 11 is inaccurate. The Change Order was a written modification of the Contract. Arrowhead had already assented to the terms and conditions of the Purchase Order when it accepted Giuseppe's counteroffer.

Response to Plaintiffs' proposed conclusion of law no. 12:

Plaintiffs' proposed conclusion of law no. 12 is irrelevant. There is no legal significance to the fact that the Change Order did not repeat the terms of the Purchase Order. By accepting Giuseppe's counteroffer (the Purchase Order), Arrowhead was already bound by the terms and conditions contained in the Purchase Order.

Response to Plaintiffs' proposed conclusion of law no. 13:

Plaintiffs' proposed conclusion of law no. 13 is inaccurate. As described above, the Proposal was not accepted by Giuseppe's and therefore its terms and conditions do not govern the parties' contractual rights and obligations.

Response to Plaintiffs' proposed conclusion of law no. 14:

Plaintiffs' proposed conclusion of law no. 14 is misleading and inaccurate. As discussed in Defendants' response to Plaintiffs' proposed finding of fact no. 16, the only reference to 1.5% interest per month is in Section 2.B of the Proposal's terms and conditions. Section 2.B applies to orders "less than $15,000 value" and is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 15:

Plaintiffs' proposed conclusion of law no. 15 is inaccurate. As described in Defendants' response to Plaintiffs' proposed finding of fact nos. 38, 39, 40, 41, and 42, Plaintiffs were not a "contractor" hired to "perform work on any real property" within the meaning of the Payment Act. Plaintiffs did not install any of the Equipment at the Facility. The Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 16:

Plaintiffs' proposed conclusion of law no. 16 is inaccurate. The burden of proving an oral contract is on the party seeking to establish it. See Boyle v. Steiman, 631 A.2d 1025, 1033 (Pa.Super. 1993). Plaintiffs failed to produce sufficient evidence to establish the existence of an oral contract, including its essential terms. Absent sufficient proof of an oral contract, including its essential terms, there was no "business relationship between Giuseppe's and Busse." Further, as described above, the Payment Act is inapplicable.

To the contrary, the Payment Act only applies "to construction contracts executed on or after the effective date of this act." 73 Pa.Cons.Stat. § 515. If a dispute does not involve a "construction contract," then Arrowhead's attempt to invoke the Payment Act necessarily fails as a matter of law. See Reco Equip., Inc. v. John T. Subrick Contracting, Inc., 780 A.2d, 684, 687-688 (Pa.Super.Ct. 2001). Plaintiffs never performed work on Defendants' real property. Neither the terms of the Purchase Order nor the Change Order obligated Plaintiffs to install or even assemble the Equipment after delivery to the Facility.

Response to Plaintiffs' proposed conclusion of law no. 17:

Plaintiffs' proposed conclusion of law no. 17 is misleading and inaccurate. As described the Facilty was not improved by Arrowhead and/or Busse.

Response to Plaintiffs' proposed conclusion of law no. 18:

Plaintiffs' proposed conclusion of law no. 18 is inaccurate. As described above, Arrowhead did not improve any real property. Arrowhead does not qualify as a "contractor" under the Payment Act.

Response to Plaintiffs' proposed conclusion of law no. 19:

Plaintiffs' proposed conclusion of law no. 19 is inaccurate. As describe above, Giuseppe's did not enter into an oral contract with Busse. The alleged oral contract between Busse and Giuseppe's was not a "construction contract" and therefore would not be subject to the Payment Act. Busse did not improve any real property and therefore does not qualify as a "contractor" under the Payment Act.

Response to Plaintiffs' proposed conclusion of law no. 20:

Plaintiffs' proposed conclusion of law no. 20 is irrelevant. Plaintiffs have cited no authority standing for the proposition that a manufacturer of materials which are installed upon

property by a third party (in this case Hartness International) is a "contractor" as defined in the Payment Act. To the contrary, the Contract between Arrowhead and Giuseppe's was not a "construction contract" and therefore the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 21:

Plaintiffs' proposed conclusion of law no. 21 is irrelevant. Plaintiffs have cited no authority standing for the proposition that providing services "to materials that were installed upon and/or connected with and/or on the surface of real property" makes Plaintiffs a "contractor" hired to "perform work on any real property" within the meaning of the Payment Act. To the contrary, the Contract between Arrowhead and Giuseppe's was not a "construction contract" and therefore the Payment Act is inapplicable. Giuseppe's and Busse did not enter into a contract and therefore the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 22:

Plaintiffs' proposed conclusion of law no. 22 is inaccurate. As described in Defendants Arrowhead provided defective equipment for which they were not entitled to full payment.

Response to Plaintiffs' proposed conclusion of law no. 23:

Plaintiffs' proposed conclusion of law no. 23 is irrelevant. As described above the Payment Act is not applicable.

Response to Plaintiffs' proposed conclusion of law no. 24:

Plaintiffs' proposed conclusion of law no. 24 is inaccurate. Plaintiff Arrowhead provided defective equipment for which it was not entitled to full payment. Giuseppe's did not enter into a contract with Busse and therefore Busse is not entitled to payment. As described above, the Payment Act is not applicable.

Response to Plaintiffs' proposed conclusion of law no. 25:

Plaintiffs' proposed conclusion of law no. 25 is inaccurate. The amounts were not due and owing to Arrowhead, which failed to perform its contractual obligation by providing defective equipment. For the reasons discussed above, the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 26:

Plaintiffs' proposed conclusion of law no. 26 is inaccurate. As described above, Giuseppe's never entered into an oral contract with Busse and therefore no amounts were due and owing. Further, the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 27:

Plaintiffs' proposed conclusion of law no. 27 is inaccurate. As described above, Plaintiffs' claim of entitlement to 1.5% interest is based on Section 2.B. of the Proposal's terms and conditions. The Proposal is not the basis of the Contract. Even if the Proposal's terms and conditions were applicable, Section 2.B is clearly limited to orders under $15,000 and would not apply.

Response to Plaintiffs' proposed conclusion of law no. 28:

Plaintiffs' proposed conclusion of law no. 28 is inaccurate. As described above the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 29:

Plaintiffs' proposed conclusion of law no. 29 is inaccurate. As described above, Busse has failed to meet its burden of proving the alleged oral contract and therefore is not entitled to any interest. Further, as described above, the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 30:

Plaintiffs' proposed conclusion of law no. 30 is inaccurate. As described above, Busse has failed to meet its burden of proving the alleged oral contract and therefore is not entitled to any penalty. Further, as described above, the Payment Act is inapplicable.

Response to Plaintiffs' proposed conclusion of law no. 31:

Plaintiffs' proposed conclusion of law no. 31 is inaccurate. As described above, pursuant to this Court's Order, the Court was to determine the existence and terms of any contracts between the parties. The jury was not instructed as to the existence and/or terms of any contracts and therefore could not properly have found Defendants breached any contracts. Additionally, as described above the Payment Act is inapplicable.

RESPONSE IN OPPOSITION TO THE AFFIDAVIT OF JONATHAN RUDD

Response to paragraph 5:

Mr. Rudd claim that the attorneys' fees "relate to the breach of contract and Payment Act claims asserted against Giuseppe's" is not accurate. For example Mr. Rudd spent on at least 51.7 hours, a total of $15,677 between June 10, 2013 and August 12, 2013 related to defending a Motion for Judgment Non Pros. See Affidavit of Jonathan Rudd, Exhibit 1, pg. 12-13. The Motion for Judgment Non Pros is a collateral matter and not related to Counts I and/or II. Plaintiffs should not be awarded attorneys' fees related to a motion that was necessary solely due to their unexplained and unnecessary delay in prosecuting their claims.

Further, many other entries are vague and preclude distinguishing time spent on Count III. Improper record keeping is not excused by after the fact rationalization.

Response to paragraph 14:

Costs related to Mr. Sughure's fees should be discounted entirely. There is no supporting affidavit from Mr. Sughure testifying that the fees are reasonable and necessary. Mr. Rudd cannot testify as to the reasonableness of Mr. Sughure's fees. Further, there is no attempt to strike fees and/or expenses related to Count III. For example, the very first time entry states "rev. cthouse docket and motion for non pros; Phone conference from client Rudd;" There is an additional time entry dated July 25, 2013 totaling six and one half hours for "[o]ffice conference. w/ clts in prep of Court hearing; 2nd seat at hearing on Motion for Non Pros." Mr. Rudd's affidavit also fails to segregate Mr. Sughure's expenses related to Count III. For example a January 19, 2015 expense for $73.00 is described as "copies of Raybuck court case docs. Relating to piercing corporate veil." See Affidavit of Jonathan Rudd, Exhibit 3. Many other time entries are vague and would not enable the Court to determine how much time was spent on Count III.

Having failed to properly support their request for Mr. Sughure's fees with an affidavit and having failed to make any attempt to segregate fees that are improper, Plaintiffs' request for Mr. Sughure's attorneys' fees should be denied.

Response to paragraph 17-23:

Plaintiffs' request for Ron Braver's fees should be denied. Mr. Braver's involvement in the case related entirely to Phase I/Count III's piercing the veil claims. Plaintiffs' pretrial statement for Phase II (relating to the breach of contract claims) does not list Mr. Braver as a potential expert witness. Mr. Braver did not testify at Phase II. Mr. Braver did not provide an expert report during Phase II and his Phase I expert report focused entirely on the Count III piercing the veil claims.

Plaintiffs claim fees for Mr. Braver's work "necessitated by the motion Giuseppe's filed with the Court." See Affidavit of Jonathan Rudd, paragraph 22. Mr. Rudd neglects to mention that the motion filed by Defendants was the Motion for Non Pros arising from Plaintiffs' unexcused delay in prosecuting their case. Plaintiffs never would have even hired a forensic accountant expert but for their Count III, which is proven by the fact that they proffered no forensic accountant expert testimony of any kind in Phase II. Plaintiffs fail to explain why they needed a forensic expert to do whatever they supposedly asked Mr. Braver to do in relation to anything other than Count III I this case.

Mr. Rudd claims Mr. Braver's total fees in this matter amounted to $125,454.84. See Affidavit of Jonathan Rudd, Exhibit 6, pg.5. This claim contradicts Mr. Braver's sworn testimony from the Phase I trial:

> Q. Do you have a rough expectation of the total compensation you expect to receive for work on this case?
> A. Whatever my hourly rate is times the hours.
> Q. Are we talking $100,000 or $200,000, or much less than that?
> A. For work done?
> Q. For this case.
> A. Through today?
> Q. Well, through the end of the case. Do you expect your compensation to be roughly?
> A. I'm guessing maybe $45,000.

Phase I Trial Transcript Volume I 194:15-195:2. Mr. Braver did no work on this case after that testimony quoted above. There is no explanation for the discrepancy between Mr. Braver's sworn estimation and the fee request showing that his total fees ($125,454.84) were nearly triple the amount to which he testified ($45,000). This glaring inconsistency is yet another reason to deny any request to include Mr. Braver's fees in any Payment Act award.

CONCLUSION

For the foregoing reasons, Defendants request that that this Court reject and/or modify Plaintiffs' proposed findings of facts and conclusions of law as described above. Defendants also request the opportunity for oral argument and the opportunity to rebut the Plaintiffs' claims.

Respectfully submitted,

Dated: September 10, 2018

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

EXHIBIT A

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' TRIAL BRIEF AND MOTION FOR RECONSIDERATION OF ORDER GRANTING MOTION IN LIMINE

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' TRIAL BRIEF AND
MOTION FOR RECONSIDERATION OF ORDER GRANTING MOTION IN LIMINE

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine:

INTRODUCTION

This brief supplements and incorporates Defendants' Brief in Response to Plaintiff's Motion in Limine ("Defendants' Motion in Limine Brief"), to the extent that Brief also served as a trial brief, and further seeks reconsideration of this Court's Order granting the Plaintiffs' Motion in Limine. Shorthand references used in Defendants' Motion in Limine Brief are also used in this brief.

It is unclear what evidence exactly is excluded by the Court's Order granting the Motion in Limine ("the Order"), or the precise basis for the Order, but to the extent the Order was based on rejection of Defendants' legal arguments that the Purchase Order and Change Order constituted

the contract at issue, the parties had not had the opportunity for advocacy as to the issue of how the Court should determine the terms of the contract at issue if the Proposal is viewed as an offer and the Purchase Order is deemed an acceptance. Plaintiffs' Trial Brief, and this brief now provide that additional advocacy. In addition, it was unclear at the Motion in Limine stage what documents from the parties' exhibit list were actually available to the Court, and upon review of the record in the case, it appears the Court did not have access to a number of the exhibits referenced in the Defendants' Motion in Limine Brief. Therefore, those exhibits referenced in the Defendants' Motion in Limine Brief but not previously made a part of the record, along with the additional exhibits referenced herein, are attached hereto.

ARGUMENT

Pennsylvania's Judicial Code governs the modification of court orders:

> Except as otherwise provided or prescribed by law, a court upon notice to the parties may modify or rescind any order within 30 days after its entry, notwithstanding the prior termination of any term of court, if no appeal from such order has been taken or allowed.

42 Pa.Cons.Stat. § 5505. Under § 5505 a trial court's authority to modify or rescind an order is "almost entirely discretionary" with thirty days of the entry of the Order. Verholek v. Verholek, 1999 PA Super 282, 741 A.2d 792, 798 (Pa. Super. Ct. 1999) (citing Stockton v. Stockton, 698 A.2d 1334, 1337 (Pa. Super. 1997) (citations and quotations omitted). "Under 42 Pa. C.S. § 5505, trial courts have broad discretion to modify or rescind an order, and this power may be exercised *sua sponte* or invoked pursuant to a party's motion for reconsideration." Haines v. Jones, 2003 PA Super 283, 830 A.2d 579, 584 (citing Verholek at 798).

A. Facts and law regarding "battle of the forms."

As argued in Defendants' Motion in Limine Brief, Defendants continue to maintain that the Contract at issue consists of the Purchase Order and the Change Order, which were a

counteroffer accepted by conduct consisting of delivery of the Equipment. For the reasons explained in Defendant's Motion in Limine Brief, the Purchase Order constituted a counteroffer and not an acceptance of Arrowhead's proposal because, pursuant to Section 2207(a) of Pennsylvania's Uniform Commercial Code ("PA's UCC") 13 Pa.Cons.Stat. § 2207(a) where "acceptance is expressly made conditional on assent to the additional or different terms" there is no contract formed by the exchange of forms, and the acceptance is deemed a counteroffer, and the Purchase Order conditions, at § 15 expressly state "Each shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein ...." DX 95, p. 14 (AR-00121_15); DX95A.

1. The terms and conditions on the reverse side of the Purchase Order are operative.

The terms and conditions on the reverse side of the Purchase Order are operative. For the first time, and without any evidence whatsoever cited in support, Arrowhead now asserts that "the Purchase Order – Conditions were received a week or so after the Purchase Order was faxed." Plaintiffs' Trial Brief at p. 7. Giuseppe's faxed the Purchase Order to Arrowhead at 4:43 p.m. (16:43 stated in 24 hour/military format) on January 5, 2005, according to the time stamp on the fax copy of the Purchase Order (id. at pp. 6-9 (AR-00121_7 to AR-000121_10)), but the Purchase Order was dated December 29, 2004 right above the signature of Kenneth Mitchell, then Giuseppe's VP and CFO, and listed an "ORDER DATE" of December 30, 2004 (id. at p. 9 (AR-00121_10)). In addition, there is an email on December 29, 2004, from Pat Vincent to other employees of Defendants, stating "We will be receiving an order from Giuseppe's (a.k.a. International Custom Products) tomorrow." Id. at p. 4 (AR-00121_5).

The original Purchase Order that Mr. Mitchell signed on behalf of Giuseppe's had the terms and conditions on the reverse side included. The facts that Luke Sicard of Giuseppe's

chose to contemporaneously both fax a copy and send the original signed Purchase Order to Arrowhead and that the fax machine did not scan and send both sides of the Purchase Order form should be of no legal significance, and no caselaw or statute dictates that it should have legal significance. In addition, on May 16, 2005, long after the terms and conditions on the reverse side of the Purchase Order were surely received by Arrowhead, Giuseppe's mailed and Arrowhead received and accepted the Change Order. DX96.

Rocheux Int'l of N.J., Inc. v. U.S. Merchs. Fin. Group, Inc., 741 F. Supp. 2d 651 (D.NJ 2010), cited by Plaintiffs at page 6 of their Trial Brief, is inapplicable because it involved two separate sets of documents, first order acknowledgments deemed to be acceptances, and later invoices seeking to add additional terms, that were not sent contemporaneously. See id. at 677-678 ("Although invoices were typically sent within a day of the shipment, they sometimes came a matter of months after the Order Acknowledgments."). This case involves one Purchase Order, a copy of which was faxed, missing the reverse side, and the signed original of which was physically mailed, including the reverse side. Under the Plaintiffs' reasoning, a fax misfeed could also impact the terms of a purchase order contemporaneously mailed by hard copy, such that, depending on which arrived first, pages of the purchase order would or would not be deemed part of an acceptance, and the buyer or the seller could repudiate any part of the purchase order that did not arrive in the faxed copy, so long as the faxed copy was received before the signed original of the purchase order. If a buyer ordered two items, one on the first page of a purchase order, and one on the second page, and faxed it, but only the first page came through on the fax, which arrived before a mailed version (sent contemporaneously) with both pages, if the seller proceeded to produce and ship both items, the buyer would be free to reject the second item, disavowing the second page of the purchase order and the second item because

it did not come through on the fax. As a factual matter, here Giuseppe's clearly intended to include and did include the terms and conditions on the reverse side of the Purchase Order, and contemporaneously communicated that intent to Arrowhead.

Contemporaneous timing is important. While no cases are directly on point for the issue presented here, courts have consistently allowed invoices, sent contemporaneously with goods, to qualify as written confirmations under UCC 2-207 and deemed the terms in those invoices to be operative in determining the terms of parties' contracts. For example, Sudenga Industries, Inc. v. Fulton Performance Products, Inc., 894 F. Supp. 1235, 1236 (N.D. Iowa 1995) is a UCC battle of the forms case in which the buyer issued purchase orders and the seller then shipped goods, then sent invoices. "While the invoice was issued as a result of shipment and therefore always done after the goods were shipped, the documents show that shipment and invoicing were done relatively contemporaneously." Id. at 1237. Despite the fact that the invoices were sent after the acceptance (the shipment of the goods), the court found that the contemporaneously sent invoices were operative in determining the terms of the contract. Id. at 1238. The court noted that the buyer never exercised any opportunity to delete the additional terms. Id. As the court in Sudenga noted in footnote 3 of its opinion, many courts have allowed contemporaneously sent documents to be enforceable:

> It appears that courts have quite consistently found that invoices sent contemporaneously with goods can qualify as written confirmations under UCC § 2-207. *See, i.e., Permian Petroleum Company v. Petroleos Mexicanos*, 934 F.2d 635, 654 (5th Cir.1991); *Advance Concrete Forms v. McCann Construction*, 916 F.2d 412, 415 (7th Cir.1990); *Transamerica Oil Corp. v. Lynes, Inc.*, 723 F.2d 758, 765 (10th Cir.1983); *Offen v. Rocky Mountain Constructors*, 765 P.2d 600 (Co. Ct.App.1988); *Cox Engineering v. Funston Machine & Supply Co.*, 749 S.W.2d 508 (Tx.Ct.App. 1988); *Bicknell v. Joyce Sportswear*, 173 Ga.App. 897, 328 S.E.2d 564 (1985); *Album Graphics v. Beatrice Foods*, 87 Ill.App.3d 338, 42 Ill.Dec. 332, 408 N.E.2d 1041 (1980); *Herzog Oil Field Service v. Otto Torpedo Co.*, 391 Pa.Super. 133, 570 A.2d 549 (1990).

Id. at 1238, n. 3.

Arrowhead proposes that the instant Giuseppe's faxed a copy of the Purchase Order there was an acceptance and this Court should disregard the fact that the complete Purchase Order was contemporaneously mailed. Plaintiff's Trial Brief at p. 5. This Court should follow the pattern established by all of the courts noted above and reject Plaintiffs' suggested approach. Instead, the Court should find that the contemporaneously sent, full version of the Purchase Order, including the terms and conditions on the reverse side of the Purchase Order, are operative in determining the terms of the contract in this case.

2. Application of the "knockout rule" if the Court deems the Purchase Order an acceptance rather than a counteroffer.

If the Court were to deem the Purchase Order as an acceptance of the Proposal rather than a counteroffer, then the "battle of the forms" analysis explained in Defendants' Motion in Limine Brief would direct the application of the "knockout rule" to "different terms." See Defendants' Motion in Limine Brief at p. 20. Despite Arrowhead's protestations to the contrary, there are key issues on which the terms of the Purchase Order and the Proposal differed, including on the issues of (1) what remedies are available, (2) whether written notice of defects was required and by what deadline, (3) what warranties applied and when did they commence, and (4) what warranties if any were time limited.

As to remedies provisions, as discussed at page 23 of Defendants' Motion in Limine Brief, section 6 of the Proposal Terms and Conditions exclude any of Giuseppe's labor expenses. DX 89, p. 26. However, the Purchase Order conditions expressly include preservation of rights to consequential damages at § 5:

> Buyer's [Giuseppe'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.

DX 95, p. 14 (AR-00121_15); DX 95A. The Purchase Order conditions also include "all loss, damage and expenses" language at § 9:

> Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer ... harmless from all liability, loss, damage and expenses, including reasonable counsel fees, incurred or sustained by Buyer ... by reason of the failure of goods to conform to the warranties in this Order.

Id.

As to notice requirements, as discussed at page 25 of Defendants' Motion in Limine Brief, section 14 of the Proposal Terms and Condition required written notice of claims within 10 days after receipt of shipment. DX 89, p. 26. On the contrary, § 6 of the Purchase Order conditions expressly provides that "Failure to give notice of defects to Seller shall not constitute waiver of breach of warranty or of any other condition."

As to warranties, as explained in Defendants' Motion in Limine Brief, the one-year warranty in the second paragraph of section 7 of the Purchase Order conditions (DX 95, p. 14 (AR-00121_15); DX95A) begins from the date of installation, not the date of shipment (as is the case in the one-year warranty in section 6 of the Terms and Conditions of the Proposal (DX 89, p. 25). Moreover, not all of the warranties in the Purchase Order or the Proposal were limited to one year. Only the warranty of satisfactory function in the second paragraph of section 7 of the Purchase Order conditions is limited to one year. DX 95, p. 14 (AR-00121_15); DX95A. The rest of the warranties in section 7 of the Purchas Order conditions, such as the warranties of compliance with specifications, fitness for particular purpose, and merchantability, are not limited to any particular time period. Id. Section 5 of the Proposal Terms and Conditions disclaims implied warranties of merchantability and fitness for particular purpose altogether (DX

89 at p. 25) while the Purchase Order's expressly includes those warranties (DX 95, p. 14 (AR-00121_15); DX95A).

Section 6 of the Proposal's Terms and Conditions (DX 89, p. 25) was not the only warranty provision in the Proposal. Section 7 of the Proposal ("CLARIFICATIONS AND EXCEPTIONS") expressly incorporated a "*Letter from George Bennett, dated October 1, 2004, regarding Terms and Conditions*" (*italics* in original) and stated "Please see responses in red with attached letter." DX 89 at p. 21. In the attached letter from George Bennett, it sets forth the following 2 year warranty:

> (EQUIPMENT MANUFACTURER'S NAME GOES HERE) guarantees that the equipment will be covered, unconditionally, for a period of 2 years from the date of START-UP, provided that the equipment start-up will take place within 4 months of the equipment delivery date. This warranty will not cover normal wear items.

Below that warranty, in red, Arrowhead noted as follows: "Accepted, with the knowledge that the equipment is properly maintained and operated. Third party components or equipment warranty will be standard for that manufacturer."

If the Court views the Purchase Order as an acceptance of the Proposal, then the differing terms and warranty provisions in the Proposal and Purchase Order knock each other out (see discussion of Flender Corp. v. Tippins Intern., Inc., 830 A.2d 1279, 1285-86 ¶ 19 (Pa. Super. Ct. 2003) and the "knockout rule" at page 20 of Defendants' Motion in Limine Brief), and the resultant contract governing the sale of the equipment incorporated the PA's UCC provisions for remedies (13 Pa.Cons.Stat. §§ 2714-2715), notice of claims (13 Pa.Cons.Stat. § 2607(c)(1)), express warranties (13 Pa.Cons.Stat. § 2313), implied warranties of merchantability and fitness for particular purpose (13 Pa.Cons.Stat. §§ 2314-2315) and a four year period of limitations (13 Pa.Cons.Stat. § 2725).

Applying Pennsylvania law, the U.S. Court of Appeals for the Tenth Circuit dealt with a very similar case in Daitom, Inc. v. Pennwalt Corp., 741 F.2d 1569 (10th Cir. 1984). In that diversity action, the buyer (Daitom) sued the seller (Pennwalt) of vacuum drying machines (to be used in the production of vitamins) for breach of express and implied warranties. The offer (the seller's proposal) specified a one-year period of limitations, while the acceptance (the buyer's purchase order), in its boilerplate warranties provision reserved all of its rights and remedies available at law (which the court found impliedly reserved the statutory four year period of limitations). See id. at 1577. Applying the "knockout rule," the court found that the conflicting terms in the offer and acceptance regarding the period of limitations and the applicable warranties cancelled each other out. Therefore, the court found that

> [i]n the absence of any evidence of course of performance, course of dealing, or usage of trade providing the missing terms, §§ 2-725(1), 2-313, 2-314, 2-315 may operate to supply a four-year period of limitations, an express warranty, an implied warranty of merchantability, and an implied warranty of fitness for a particular purpose, respectively.

Id. at 1580. Accordingly, the court reversed the trial court's dismissal on summary judgment of the breach of warranty claims, which dismissal had been premised on the seller's one year limitation in its proposal. Id. Consistent with the analysis in Daitom, if the Court views the Purchase Order as an acceptance of the Proposal, then the differing warranty provisions knock each other out, and the resultant contract in this case incorporated the PA's UCC provisions for express warranties (13 Pa.Cons.Stat. § 2313), implied warranties of merchantability and fitness for particular purpose (13 Pa.Cons.Stat. §§ 2314-2315) and a four year period of limitations (13 Pa.Cons.Stat. § 2725).

B. Giuseppe's provided notice of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches.

Giuseppe's provided notice of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches. As correctly stated by Incubadora Mexicana, SA De CV v. Zoetis, Inc., 310 F.R.D. 166, 174 (E.D. Pa. 2015) (cited by Plaintiffs' Trial Brief at p. 11, and in Plaintiffs' Appendix of Cases at Exhibit F), "the purpose of notification under § 2607(c) is to allow the seller an opportunity to resolve the dispute regarding an alleged breach before the buyer initiates a lawsuit." (internal citation omitted). Here Arrowhead waived any right to such notice when it notified Giuseppe's that it would not provide any technical support or parts.

As set forth at page 17 of Defendants' Motion in Limine Brief, on November 29, 2005, when Giuseppe's was less than two months late on the final 15% payment for the Equipment, Arrowhead sent an email to Giuseppe's claiming that the final 15% payment was "well over 90 days past due" (which was not true, as the final 15% payment was less than 60 days past due at that point), and informed Giuseppe's that it was placing Giuseppe's on a credit hold, such that, until a payment schedule could be worked out for the remaining balance, "there will be no technical support or parts available." DX 47. Arrowhead further explained that "This also includes any technical support via phone or email correspondence." Id. Giuseppe's explained to Arrowhead the reason for the suspension of payments to all equipment vendors and explained that Giuseppe's was arranging additional financing to allow those payments to resume. Nevertheless, Arrowhead never lifted the "credit hold" and refused to provide any technical support to Giuseppe's from November 29, 2005 forward. TT 129:12-130:14. Under such circumstances, to suggest that Giuseppe's had a duty to nevertheless give Arrowhead notice of all of the problems with the Equipment and an opportunity to resolve them is unreasonable.

Nevertheless, Giuseppe's did notify Arrowhead of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches. As explained at pages 17-18 of the Defendants' Motion in Limine Brief, when Giuseppe's installed and attempted to use the Equipment and experienced problems, Giuseppe's verbally notified Arrowhead of the problems it was experiencing, but Arrowhead refused to provide the technical support necessary to resolve the problems. TT 131:16-132:13. Arrowhead did not at that point request written notice of the problems. Luke Sicard, the former engineer for Giuseppe's, testified that he is "sure" that he also sent an email to Arrowhead regarding the problems with the Equipment prior to December 21, 2006, but could not find it, but did not keep all of the emails from that time. TT 147:14-149:3. In any event, in early 2007, after Arrowhead filed this lawsuit but before Giuseppe's filed any counterclaims, Giuseppe's provided written notice of the problems described above to Arrowhead through counsel. DX103, DX 104. Therefore, it is for the jury to determine whether Giuseppe's satisfied its obligation to provide reasonable notice of breaches to Arrowhead under 13 Pa.Cons.Stat. § 2607(c)(1).[1]

C. Law regarding the Contractor and Subcontractor Payment Act ("CSPA").

Defendants incorporate by reference their Brief in Support of Motion for Partial Summary Judgment, attached hereto as Exhibit 1. This Court's Order denying the Motion for Partial Summary Judgment was brief and its basis was not clear, but it referenced the Court's "review of the record," which suggests that the Court saw material issues of fact precluding judgment as a matter of law at that time. See Exhibit 6 to Plaintiffs' Trial Brief. Contrary to Plaintiffs' arguments regarding "law of the case" at page 13 of their Trial Brief, the Court did not

[1] 13 Pa.Cons.Stat. § 2607(c)(1) applies only to sale of goods cases, so it has no bearing on Giuseppe's claims against Busse/SJI Corporation ("Busse"), but in any event notice to Arrowhead should constitute notice to Busse, because Busse and Arrowhead are owned an operated by the same people (Vincent Depo. 19:14-20:19).

expressly reject any of Defendants' legal arguments in denying the Defendants' Motion for Partial Summary Judgment, and therefore there is no "law of the case" precluding the Court's acceptance of those same legal arguments now. This Court also did not reject any of Defendants' legal arguments set forth in the Motion for Partial Summary Judgment when this Court denied Defendants preliminary objections to the Second Amended Complaint, because Defendants' Preliminary Objections to the Second Amended Complaint were directed solely at Count II, which was a CSPA claim brought solely by Busse, while the Motion for Partial Summary Judgment was directed exclusively at Arrowhead's claim for liability pursuant to the CSPA.

This Court's Order denying Defendants' Preliminary Objections to the Second Amended Complaint (Exhibit 5 to Plaintiffs' Trial Brief) does constitute law of the case with respect to Busse's CSPA claim, to the extent that this Court found "that the factual averments of the Plaintiffs' Second Amended Complaint, Count II, are legally sufficient to sustain the standards of the [CSPA]" and "Plaintiffs [*sic* Busse] provided ample material facts within Count II that would reasonably infer that the Plaintiffs performed several enumerated tasks, which went beyond the parameters of 'filed [*sic* field] service work' and included obvious real property improvements to the Defendants' food processing facility." However, this Court did not note which facts specifically, if proven true, would be legally sufficient to sustain the standards of the CSPA, and of course this Court did not find those facts to be true as a matter of law. To sustain claims under the CSPA, Busse will still have to prove sufficient facts at trial to justify application of the CSPA.

Plaintiffs' Trial Brief brings up 73 Pa.Stat. § 506(b), regarding withholding payments from a contractor for a deficiency item. In addition to the inapplicability of the CSPA generally, this provision from the CSPA is inapplicable to this case because Giuseppe's is not contending

that it withheld payments based on deficiency items. The deficiencies at issue were not discovered "within seven calendar days of the date that the invoice is received," so Giuseppe's of course could not have provided notice of the deficiency within that time.

Even if the CSPA were applied to this case, failure to provide notice of a deficiency within seven days after invoice does not preclude counterclaims for deficiencies, nor does it relieve Plaintiffs of their burden to prove that they were entitled to payment under the relevant contract by providing conforming goods and/or services or preclude Defendants from defending claims for payment under the relevant contract on the grounds of breach. Pursuant to 73 Pa.Stat. § 505, the owner's obligation to pay at all is still conditioned on "the terms of the construction contract" (§ 505(a)) and the special interest rate of 1% per month is only owed "on the balance that is at the time due and owing" (§ 505(d)). Even where the CSPA is applicable, plaintiffs still have the burden of showing that payment is due pursuant to the terms of the construction contract, and payment is not due when a party has materially breached the contract because the goods or services provided do not conform to the terms of the contract.

Plaintiffs cites Brubacher Excavating v. Tattersall Homes, 2012 Pa.Dist.&Cnty.Dec.LEXIS 513 (CCP Lancaster 2012) in attempt to support the proposition that "An owner cannot attempt to retroactively justify the withholding of payment by identifying some later discovered deficiency in the contractor's work" (Plaintiffs' Trial Brief at p. 15). The court's actual holding in Brubacher was that "while a party to a contract may file an action or raise a counterclaim based either on alleged work deficiencies or on an alleged breach of contract that was discovered after a retainage is paid out, a party cannot use those later-discovered deficiencies to claim they had good faith in withholding payment." Id. at *4. Again, Giuseppe's is not attempting to prove that it had good faith when it withheld payment from Plaintiffs, only

that it was later determined that the Plaintiffs had not performed in accordance with the relevant contracts. Plaintiffs' formulation of the issue is backwards, obfuscating that it is the Plaintiffs' burden to first prove a prima facia case of entitlement to payment under the relevant contract by proving they performed the contract in accordance with its terms, and not the Defendants' burden to "justify the withholding of payment" in the first instance. For example, in Clever v. Luis Tavarez & Arg., 2013 Pa.Dist.&Cnty.Dec.LEXIS 841, *6-7 (CCP Lehigh 2013), the court held as follows:

> At trial, I understood and held the plaintiff to the proper burden of proof in a contract dispute. There was no dispute that a written contract existed between the parties. The plaintiff claimed that the defendants breached the contract because he had performed 18 hours of legal work on their case and they had refused to pay for this service.
> Conversely, the defendants averred that the plaintiff did not perform any work entitling him to payment under the contract. Therefore, in order to succeed at trial, the plaintiff had the burden of proving that he actually performed 18 hours of professional legal service on behalf of defendants.

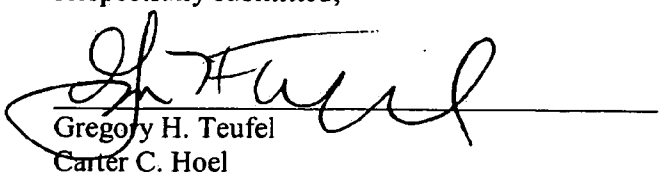
When the CSPA is applicable, it is not the case that plaintiffs are entitled to payment for performance that materially breached the contract at issue, so long as the defendants failed to notify the plaintiff of any breach(es) within seven days of the invoice. Rather defendants are merely precluded from using deficiencies they did not discover and send notice about within those seven days as a good faith basis for not making prompt payment. The CSPA generally is concerned with prompt payment and does not upend contract law with respect to plaintiffs being required to prove a prima facia case of entitlement to payment in the first place. Accordingly, Giuseppe's remains entitled to dispute Plaintiffs' proper performance of the relevant contracts and therefore Plaintiffs' entitlement to any payment at all, as well as entitled to seek damages by way of its counterclaims for the consequential damages caused by Plaintiffs' breaches.

CONCLUSION

For the foregoing reasons, Defendants request that the Court reconsider its Order granting Plaintiffs' Motion in Limine.

Respectfully submitted,

Dated: April 23, 2018



Gregory H. Teufel
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Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

ORDER

AND NOW, this ___ day of _____, 2018, upon reconsideration of PLAINTIFFS' MOTION IN LIMINE, it is hereby ORDERED, ADJUDGED and DECREED that said Motion is DENIED.

BY THE COURT:

_____, J.

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Defendants.

CIVIL DIVISION

No. 2006-2159-CD

BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' BRIEF IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT

NOW COMES Defendants Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc., ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck, by and through their undersigned attorneys, and hereby files the following Brief in Support of their Motion for Partial Summary Judgment:

INTRODUCTION

This is a breach of contract action between Plaintiff Arrowhead Conveyor Corporation ("Arrowhead"), Plaintiff Busse/SJI Corporation ("Busse"), and the above-captioned Defendants. Specific to this Motion, the underlying contract between Arrowhead and Giuseppe's called simply for the delivery of three pieces of equipment to Defendants' premises. Because the Contractor and Subcontractor Payment Act ("CSPA"), 73 Pa. Cons. Stat. § 501, *et seq.*, is not implicated by a pure sales contract for goods, partial summary judgment should be granted in Defendants' favor to bar the application of the CSPA as to Arrowhead's contract claims.

EXHIBIT 1

STATEMENT OF UNDISPUTED FACTS

On December 29, 2004, Arrowhead provided International Custom Products, Inc. ("ICP") with a proposal ("Proposal") to furnish three pieces of equipment to the DuBois food products facility at issue (the "Facility"): a Bulk Glass Depalletizer; a 12'X84' Spray Cooler; and a TUCS Pouch Cooler (collectively the "Equipment"). (Ex. A). Based on the representations in Arrowhead's Proposal, Giuseppe's responded on or around January 5, 2005 by sending a purchase order ("Purchase Order") containing additional terms and conditions. (Ex. B). A change order ("Change Order") executed by Giuseppe's in or around May 2005 increased the total contract price to $879,600.00. (Ex. C). Collectively, the Purchase Order and Change Order are referenced as "the Contract." (Second Am. Compl. at ¶ 25).

Giuseppe's and ICP Asset paid $745,185.00 of the contract price by the time Arrowhead delivered the last of the unassembled Equipment to the Facility on or around August 5, 2005. (Second Am. Compl. at ¶¶ 29-31, 35; Answer to Second Am. Compl. at ¶¶ 29-31, 35). As is clear from both the Proposal and the Contract, Arrowhead did not contract to install the Equipment and, in fact, at no time did Arrowhead assemble or install any of the Equipment within the Facility. (Exs. A, B, C; Ex. D at 57:20-22).

On January 29, 2006, Plaintiffs initiated this action seeking payment of the $134,415.00, interest at the rate of 1% per month, penalties at the rate of an additional 1% per month, plus attorneys' fees and costs pursuant to the CSPA.

STANDARD FOR SUMMARY JUDGMENT

Rule 1035.2 of the Pennsylvania Rules of Civil Procedure provides:

> After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

EXHIBIT 1

> (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or
>
> (2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa. R. Civ. P. 1035.2. Summary judgment is appropriate when – viewing the record in the light most favorable to the nonmoving party and resolving all doubts as to the existence of a genuine issue of material fact against the moving party – the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. See Atcovitz v. Gulph Mills Tennis Club, Inc., 812 A.2d 1218, 1221-22 (Pa. 2002). In other words, summary judgment is proper when the uncontroverted allegations in the pleadings, depositions, answers to interrogatories, admissions of record, and submitted affidavits demonstrate that the material facts are so clear that reasonable minds cannot differ. Gregg v. V-J Auto Parts Co., 975 A.2d 1171, 1176 (Pa. Super. Ct. 2009) (citing Cresswell v. Pennsylvania Nat'l Cas. Ins. Co., 820 A.2d 172, 177 (Pa. Super. Ct. 2003)).

ARGUMENT

I. Summary Judgment Should Be Granted to Preclude Arrowhead's CSPA Claim.

The underlying Contract for sale of the Equipment does not constitute a "construction contract" that implicates the CSPA. The CSPA only applies "to construction contracts executed on or after the effective date of this act." 73 Pa. Cons. Stat. § 515. If a dispute does not involve a "construction contract," then Arrowhead's attempt to invoke the CSPA necessarily fails as a matter of law. See Reco Equip, Inc. v. John T. Subrick Contracting, Inc., 780 A.2d 684, 687-88 (Pa.

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Super. Ct. 2001) (holding that CSPA did not apply because a rental of equipment agreement was not a construction contract); Apostolou Assocs., Inc. v. Daniele Dipardo, No. GD08-007992 (Pa. Ct. Com. Pl. Mar. 31, 2011) ("Thus, since [the parties] did not enter into a construction contract, there can be no payment obligations, or liability, under CASPA").

Arrowhead previously asserted that a "construction contract" is not required for the CSPA to apply. (Docket No. 30, at ¶ 15). In support of this broad proposition, it referenced a portion of the CSPA addressing the payment obligations of the owner of real property:

> ABSENCE OF PAYMENT TERM.-- In the absence of a construction contract or in the event that the construction contract does not contain a term governing the terms of payment, the contractor shall be entitled to invoice the owner for progress payments at the end of the billing period. The contractor shall be entitled to submit a final invoice for payment in full support upon completion of the agreed-upon work.

73 Pa. Cons. Stat. § 505(b). Arrowhead contended that the phrase "[i]n the absence of a construction contract" suggests the CSPA can apply regardless of whether the parties have a construction contract. This interpretation not only contradicts § 515's explicit requirement for a "construction contract," but it is also incompatible with Pennsylvania court rulings in Reco and Apostolou Associates that have reached the exact opposite conclusion. Moreover, given that this provision is preceded by the heading "ABSENCE OF PAYMENT TERM" and appears in the section of the statute specifying the exact payment terms by the owner under the CSPA, it is more likely that the phrase "[i]n the absence of a construction contract" refers to instances where no *written* construction contract explicitly providing for payment terms exists. This would be consistent with § 502's definition of "construction contract" as an agreement that may be made orally. Accordingly, § 505(b) simply permits the contractor to invoice an owner for progress payments at the end of the billing period as a default matter where there is only an oral construction

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contract that did not provide for contrary payment terms. It did not bring contracts having nothing to do with performing work on real property within the CSPA's scope.

In the context of the CSPA, a "construction contract" is defined as "[a]n agreement, whether written or oral, to perform work on any real property located within this Commonwealth." *Id.* at § 502 (emphasis added).

A. Arrowhead Did Not Perform Work on Real Property.

As an initial matter, the Contract did not call for Arrowhead to "perform work" at the Facility. Giuseppe's January 5, 2005 Purchase Order and the May 2005 Change Order together constitute the final offer for the sale and shipment of the Equipment, which Arrowhead accepted by shipping the Equipment without further objection as well as by accepting payments from Giuseppe's and ICP Asset. (Exs. B, C; Second Am. Compl. at ¶ 29; Answer to Second Am. Compl. at ¶ 29). Neither the terms of the Purchase Order nor the Change Order obligated Arrowhead to install or even assemble the Equipment after delivery to the Facility. (Exs. B, C). The Purchase Order and Change Order largely consist of an itemized list of components for the Equipment and the shipment details. (Exs. B, C). No reference to Arrowhead performing installation work is found therein. The only mention of the word "installation" at all is in the facsimile memorandum and merely related to the timing and coordination of the shipment. (Ex. B at 1).

Arrowhead cannot contest that it ever expected to install the Equipment pursuant to the contract. None of the averments in the Second Amended Complaint allege that Arrowhead was contracted to perform installation work or any labor at the Facility. Even if the Court were to consider Arrowhead's Proposal significant, the terms in that document similarly do not contemplate Arrowhead providing labor or installation services on the Equipment after shipment. (Ex. A). To the contrary, the Proposal repeatedly represents that Arrowhead was simply to *supply*

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the Equipment:

> 1. INTRODUCTION
>
> ....
>
> Arrowhead Systems, Inc. will supply equipment to handle the product(s) specified in the Product Data Table listed in this proposal.
> ....
>
> 2. PROJECT SCOPE
>
> Arrowhead Systems, Inc. proposes to furnish one (1) Bulk Glass Depalletizer, one (1) 12'X84' Spray Cooler and one (1) TUCS Pouch Cooler.

(*Id.* at 3-4). In the "Pricing and Quote Summary" section, Arrowhead only listed "Base Price for Equipment" and "Equipment Options" without providing for labor or installation. (*Id.* at 4). Nor does the Scope of Supply section provide for labor or installation as it describes, in otherwise great detail, the three pieces of equipment that it would be manufacturing and shipping to the Facility. (*Id.* at 5-12). Installation was never part of the transaction.

Nor can Arrowhead claim that it actually installed the Equipment. During the deposition of Jeffrey H. Kaplan, the Arrowhead salesman who handled the transaction with Giuseppe's, (Ex. D at 19:19-22), Mr. Kaplan conceded that, in accordance with industry practice for equipment providers, Arrowhead did not install the Equipment in the Facility:

> Q. Arrowhead did not install the equipment, is that correct?
>
> A. Correct.
>
> Q. Who installed the equipment?
>
> A. I don't remember. I'm not even certain if it's a company that I'm aware of, but it's very common in the industry when -- I mean there is a segment in the industry of installers. That's their specialty.
>
> Most OEMs do not install their own equipment.

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Q. So Arrowhead sold equipment, shipped it to Giuseppe's, and it was up to Giuseppe's to figure out how to install it?

A. Well, at their discretion, they located and chose equipment installers, but --

Q. It was the customer's responsibility --

A. Right. It's the customer's responsibility to install equipment. However --

Q. Okay.

A. -- in our owner's manuals, we do have sections on how to properly erect and reassemble a piece of equipment.

(*Id.* at 57:20-58:20). Similar to instruction booklets that are included in every article of ready-to-assemble furniture, the owner's manuals Mr. Kaplan references provide an illustrated, step-by-step guide for the owner to assemble and install the Equipment. (Ex. E). If Arrowhead installed the Equipment itself, then the inclusion of an illustrated installation guide in the owner's manual would not have been necessary.

All the uncontested pleadings, evidence, and admissions lead to the inescapable conclusion that Arrowhead did not perform any work on the Facility because the underlying Contract was only for the sale of goods. While the Equipment was eventually installed, this work was performed by the Conveyor System Contractor and not by Arrowhead. Even Arrowhead's Proposal acknowledges that it is not the construction contractor. In the section of the Proposal entitled "Clarifications & Exceptions," Arrowhead stated that it "believes the specification as provided was written for the building contractor mostly... and not for individual machine specifications." (Ex. A at 20). Without the actual performance of work on the premises, Arrowhead did not enter into a "construction contract" with Giuseppe's and therefore cannot be entitled to remedies pursuant to the CSPA.

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B. Arrowhead Did Not "Improve" Real Property.

Given that the Contract was not a "construction contract" within the meaning of the CSPA, the Court may end its inquiry on the applicability of the CSPA as that basis alone is sufficient to establish the statute is not implicated by this litigation. In the alternative, however, Arrowhead was also not a "contractor" that "improved" real property as those terms are defined by the CSPA. According to the CSPA, a "contractor" is "[a] person authorized or engaged by an owner to improve real property." 73 Pa. Cons. Stat. § 502. The term "improve" is defined very specifically and clearly:

> "IMPROVE." To design, effect, alter, provide professional or skilled services, repair or demolish any improvement upon, connected with, or on or beneath the surface of any real property, to excavate, clear, grade, fill or landscape any real property, to construct driveways and private roadways, to furnish materials, including trees and shrubbery for any of these purposes, or to perform any labor upon improvements.

Id. In turn, the term "improvement" is defined as: "(1) All or any part of a building or structure. (2) The erection, alteration, demolition, excavation, clearing, grading or filling of real property. (3) Landscaping, including the planting of trees and shrubbery, and constructing driveways and private roadways on real property." *Id.* The CSPA further describes "real property" as "[r]eal estate that is improved, including lands, leaseholds, tenements and hereditaments, and improvements placed thereon." *Id.*

The Court must construe the words of the CSPA and other statutes in accordance with their plain meaning. 1 Pa. Cons. Stat. § 1903(a); Zimmerman v. Harrisburg Fudd, L.P., 984 A.2d 497, 501 (Pa. Super. Ct. 2009). Absent a definition, the CSPA is presumed to employ words in their popular and plain everyday sense, and popular meanings of such words must prevail. Centolanza v. Lehigh Valley Dairies, Inc., 658 A.2d 336, 340 (Pa. 1995); Zimmerman, 984 A.2d at 501.

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Because the words of this statute are clear and unambiguous, the Court therefore cannot disregard them. 1 Pa. Cons. Stat. § 1921(a); Commonwealth v. Heberling, 678 A.2d 794, 795 (Pa. Super. Ct. 1996). The Facility is an "improvement" for the purposes of this summary judgment Motion because it is a building or structure.

For the same reasons that Arrowhead cannot establish it "performed work" on Giuseppe's Facility, it also cannot claim the CSPA applies on the basis that it was a "contractor" that "improved" real property. Arrowhead did not design, effect, alter, provide services, repair, or demolish any improvement upon, connected with, on, or beneath the surface of the Facility. Nor did Arrowhead excavate, clear, grade, fill, or landscape any real property. Nor did it construct driveways or private roadways. Nor did it furnish materials for any of these listed purposes. Finally, it did not perform any labor upon an improvement. Arrowhead simply shipped the Equipment to the Facility and left it to Giuseppe's to arrange for the installation. Simply put, the sale of goods that are later used by a different entity to independently improve the real property does not give the merchant who sold the item a claim under the CSPA.

Merely furnishing materials, without anything more, does not satisfy the definition of "improve." Although "to furnish materials" appears in the definition of "improve," it is immediately followed by "including trees and shrubbery for any of these purposes." 73 Pa. Cons. Stat. § 502 (emphasis added). Hence, a person only "improves" real property by furnishing materials for the purpose of "design[ing], effect[ing], alter[ing], provide[ing] professional or skilled services, repair[ing] or demolish[ing] any improvement"; "excavat[ing], clear[ing], grad[ing], fill[ing] or landscap[ing] any real property"; or "construct[ing] driveways and private roadways."

The qualifying phrase "for any of these purposes" is critical because it maintains the

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statutory theme found throughout the CSPA distinguishing pure sales contracts from contracts for construction services, which may include the supply and installation of goods for the purpose of improving real property. Indeed, every other term included in the definition of "improve" relates to an improvement or performing work on real property. Because Arrowhead only delivered equipment to the Facility, it did not "improve" real property within the meaning of CSPA.

C. The CSPA's Owner's Exclusion Applies.

The CSPA also features a provision that specifically excludes contracts involving the simple sale of goods. Pursuant to the "Owner's Exclusion," the CSPA "shall not apply to contracts for the purchase of materials by a person performing work on his or her own real property." 73 Pa. Cons. Stat. § 503(b). Defendants' are entitled to invoke this exclusion because a "person" is defined by the CSPA as "[a] corporation, partnership, business trust, other association, estate, trust foundation or a natural individual." 73 Pa. Cons. Stat. § 502. This provision constitutes the most explicit articulation of the CSPA's motif that the statute was never meant to cover pure sales contracts, even when the items sold are construction materials and equipment to be used to improve real property.

The plain meaning of the Owner's Exclusion rules out application of the CSPA to Arrowhead's sale of the Equipment to Giuseppe's. As discussed, Arrowhead did not perform work on real property. Rather, it merely delivered the Equipment to the Facility and left Giuseppe's with the task of assembling and installing the machinery. Of course, this was all in accordance with the original understanding of the contract, as demonstrated by Arrowhead's inclusion of the owner's manuals detailing the assembly and installation process.

Giuseppe's Conveyor System Contractor, which had no contractual relationship with Arrowhead on this project, ultimately assembled and installed the Equipment. Although

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Giuseppe's chose to have a contractor install the Equipment instead of having its own employees perform that task, this fact is not significant for purposes of the Owner's Exclusion. The Owner's Exclusion applies to a *type* of transaction—sales contracts. The *means* by which the owner ultimately completes an improvement project is irrelevant so long as the contract for purchase of materials leaves the responsibility of performing the work solely on the owner. For all of these reasons, the Court should dismiss Arrowhead's CSPA claim as a matter of law.

II. Defendants are Entitled to Attorney Fees and Expenses Pursuant to the CSPA.

The CSPA mandates that the "substantially prevailing party" of a CSPA proceeding is entitled to an award for reasonable attorney fees and expenses:

> AWARD OF ATTORNEY FEE AND EXPENSES.-- Notwithstanding any agreement to the contrary, the substantially prevailing party in any proceeding to recover any payment under this act shall be awarded a reasonable attorney fee in an amount to be determined by the court or arbitrator, together with expenses.

73 Pa. Cons. Stat. § 512(b). Defendants are eligible for an award under this section. See Zavatchen v. RHF Holdings, Inc., 907 A.2d 607, 610 (Pa. Super. Ct. 2006) (holding that "the language of section 512(b) encompasses both plaintiffs and defendants, by designating the word 'party' instead of 'plaintiff' or 'claimant'"). The determination of whether any party to the action is the "substantially prevailing party" is left to the court's discretion. Waller Corp. v. Warren Plaza, Inc., 95 A.3d 313, 316 (Pa. Super. Ct. 2014) (citing Bridges PBT v. Chatta, 821 A.2d 590 (Pa. Super. Ct. 2003)). A defendant can demonstrate that it is the "substantially prevailing party" by having a judgment entered in its favor or by showing that the plaintiff's claim was groundless or frivolous. Zavatchen, 907 A.2d at 611. Once a defendant is found to be the "substantially prevailing party," the mandatory language of § 512 compels an award in its favor. John B. Conomos, Inc. v. Sun Co., Inc. (R & M), 831 A.2d 696, 711 (Pa. Super. Ct. 2003).

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If the Court grants Defendants' Motion for Partial Summary Judgment and forecloses Arrowhead's attempt to recover payments through the CSPA, then this Court should also find that Defendants are the "substantially prevailing part[ies]" in this proceeding. See Moravian Assocs., L.P. v. Henderson Corp., Civ. No. 06-2165, 2008 WL 3562468, at *14 (E.D. Pa. Aug. 12, 2008) (holding that the grant of judgment in the defendant's favor as to all three of the plaintiff's claims warranted the finding that the defendant was the "substantially prevailing party"). As Defendants have demonstrated, the CSPA is not implicated by a pure sales contract as a matter of law. Therefore, this attempt to recover pursuant to the CSPA is groundless and without merit. See Evergreen Cmty. Power LLC v. Riggs Distler & Co., Inc., Civ. No. 10-728, 2012 WL 1657742, at *4-5 (E.D. Pa. May 11, 2012) (requiring defendant to prove that the claim under the CSPA was groundless or frivolous for an award of attorney fees). An award of attorney fees and expenses should thus be granted in accordance with § 512 of the CSPA. This Court should enter partial summary judgment in favor of Defendants as to liability for fees incurred in defending the claim, with the amount to be determined at trial.

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CONCLUSION

The Court should grant partial summary judgment in Defendants' favor dismissing Arrowhead's CSPA claim. Arrowhead's simple contract for the sale of equipment did not trigger application of the CSPA. Because Defendants have demonstrated that they are the substantially prevailing party, the Court should also enter partial summary judgment in Defendants' favor as to liability for attorney fees and expenses.

Respectfully submitted,

Dated: September 26, 2014

Gregory H. Teufel, Esq.
Jeremy L.S. Samek, Esq.
Christopher E. Mohney, Esq.
Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

EXHIBIT 1

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Plaintiff's Brief in Support of Motion for Partial Summary Judgment was served upon the following by deposit in the United States mail, first class postage prepaid, this 26 day of September, 2014.

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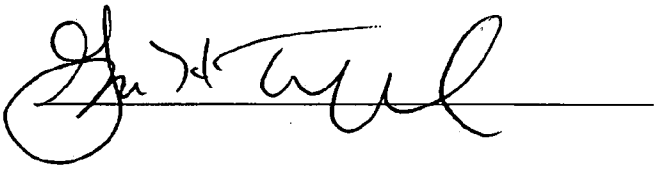
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine has been served upon the following counsel of record by first class U.S. mail this 23rd day of April, 2018.

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Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs



CERTIFICATE OF COMPLIANCE

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

September 10, 2018

Gregory H. Teufel, Esq.
Carter C. Hoel, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendants' Response in Opposition to Plaintiffs' Proposed Findings of Fact and Conclusions of Law has been served upon the following counsel of record by electronic mail this 10 day of September, 2018.

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

ARROWHEAD CONVEYOR CORP AND BUSSE/SJI CORP, Plaintiffs	)	
v.	)	No. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK ASSOCIATION Defendants	)	

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BRIAN K. SPENCER
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1cc Atty Rudd

Attorneys for Plaintiff: *Jonathan H. Rudd, Esquire*
John Sughrue, Esquire

Attorney for Defendants: *Gregory H. Teuful, Esquire*
Christopher E. Mohney, Esquire

OPINION AND ORDER

Presently before the Court are Post-Trial Motions filed by the Defendant. Upon review of the parties' filings and after argument, the motions are **DENIED**.

DISCUSSION

I. Motion for Leave to Submit Supplemental Post-Trial Motion and Delay Briefing

Pa. R.C.P. 227(c) requires that post-trial motions be filed within ten days after a verdict. In consideration of Defendants' appellate rights and ability to file post-trial motions on the outstanding matters, the Court **DENIES** the Defendant's motion regarding additional time to supplement their post-trial motion.

II. Motion for Judgment N.O.V.

"A JNOV can be entered upon two bases: (1) where the movant is entitled to judgment as a matter of law; and/or, (2) the evidence was such that no two reasonable minds could disagree

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that the verdict should have been rendered for the movant." *Buckley v. Exodus Transit & Storage Corp.*, 744 A.2d 298, 304 (Pa. Super. 1999). "In reviewing a motion for judgment n.o.v., "the evidence must be considered in the light most favorable to the verdict winner"". *Moure v. Raeuchle*, 529 Pa. 394, 402 (1992) (quoting, *Broxie v. Householde Finance Company*, 472 Pa. 373, 380 (1997). Upon review of the record, the Court finds that there was sufficient evidence before the jury to establish the necessary elements of the matters at issue. Therefore, Defendants' Motion for Judgment N.O.V. is **DENIED**.

III. Motion for a New Trial

a. Motion in Limine Issue

The Court has previously ruled twice on the Motion in Limine issue and maintains its prior ruling and reasoning on this issue.

b. Closing Statement Objection

A refusal to give a proper instruction requested by a party is grounds for a new trial only if the substance of that instruction was not otherwise covered by the trial court's general charge. *Com., Dept. of General Services v. U.S. Mineral Products Co.*, 809 A.2d 994, 998 (Pa. Commw. 2002). During the Plaintiff's closing statement, Defendant raised an objection to part of the statement which this Court sustained. The Court determined that it was a de minimis issue and refused to offer a curative instruction. Upon review of the record, the Court finds that a curative instruction was not necessary given the de minimis nature of the statement and the fact that the jury instructions cover the issue of sustained objections and closing statements.

c. Evidence of Giuseppe/Busse Contract

The court may exclude relevant evidence if its probative value is outweighed by a danger of one or more of the following: unfair prejudice, confusing the issues, misleading the jury,

undue delay, wasting time, or needlessly presenting cumulative evidence. Pa. R.E. 403. The Court found that the prejudice that might be created by the evidence presented regarding a contract between Giuseppe and Busse did not outweigh its probative value. Therefore, the Court did not exclude the relevant evidence presented.

d. Jury's Determination of Terms of Contract

Upon review of the Court Order of February 12, 2018, the Court finds that the February 12, 2018 Order does not state an agreement or understanding between the parties that the Court was to instruct the jury upon the terms of the contracts at issue. Furthermore, the jury, as finders of fact in the jury portion of the trial, had to determine the terms of the contract to decide the issues before it.

e. Weight and Sufficiency of Evidence

"[A] new trial should be awarded when the jury's verdict is so contrary to the evidence as to shock one's sense of justice and the award of a new trial is imperative so that right may be given another opportunity to prevail." *Thompson v. City of Philadelphia*, 507 Pa. 592, 598 (1985). "[A] new trial should not be granted because of a mere conflict in testimony or because the trial judge on the same facts would have arrived at a different conclusion." *Id.* The Court, after review of the transcript and evidence presented, finds that the jury had sufficient evidence before it to find the necessary elements and the verdict was not so contrary to the evidence to shock one's sense of justice. For all the reasons stated above, the Court **DENIES** the Defendants' Motion for a New Trial.

Accordingly, the Court enters the following Order:

ORDER

AND NOW, this 7 day of September, 2018, it is hereby **ORDERED** that all Post-Trial Motions are **DENIED**.

BY THE COURT:

David E. Grine, Senior Judge

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ORIGINAL

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

ARROWHEAD CONVEYOR CORP AND BUSSE/SJI CORP, Plaintiffs	)	
v.	)	No. 2006-2159-CD
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK ASSOCIATION Defendants	)	

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1 cc Teufel

Attorneys for Plaintiff: *Jonathan H. Rudd, Esquire*
John Sughrue, Esquire

Attorney for Defendants: *Gregory H. Teuful, Esquire*
Christopher E. Mohney, Esquire

Opinion, Order, and Verdict

Presently before the Court, are the issues of the applicable terms to a breach of contract claim and the application of the Payment Act. After review of the February 12, 2018 Order, the Court finds that only the issues involving the Payment Act claim and the effect of the battle of the forms issue on the contract between Arrowhead and Giuseppe's are being determined by this Court and other determinations were properly before a jury. Upon due consideration of the evidence presented, the briefs submitted by the parties, and the arguments of counsel, the Court finds as follows:

FINDINGS OF FACT

1) On or about December 29, 2004, Arrowhead provided ICP with a proposal ("Proposal") to furnish equipment which included terms and conditions.

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2) The Proposal's §2.B. of its Terms and Conditions of Equipment Sale permits interest at 1.5% per month, 18% per annum.

3) On or about January 5, 2005, Giuseppe's faxed a Purchase Order ("Faxed Order") that was submitted as a response to the proposal.

4) The Faxed Order contained Terms and Conditions 1-8, none of which explicitly communicates unwillingness to proceed with the transaction unless the offeror accepts those terms.

5) A representative of Arrowhead confirmed the receipt of the Faxed Order as requested by Giuseppe.

6) Giuseppe mailed a copy, ("Mailed Order") of the Faxed Order to Arrowhead along with the first payment after the Faxed Order was received and confirmed.

7) The Mailed Order included numerous terms and conditions that were not present in the Faxed Order.

8) The Mailed Order included conditions explicitly expressing unwillingness to proceed with the transaction unless the offeror accepts those terms.

9) Numerous orders modifying the contract were made that modified some elements of the orders such as the exact equipment that was being ordered.

CONCLUSIONS OF LAW

1) A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms. 13 Pa. C.S.A. §2207(a).

2) Differing terms between a section 2207 offer and acceptance are properly subject to the "knockout" rule. *Flender Corp. v. Tippins Intern., Inc.*, 830 A.2d 1279, 1287 (Pa. Super. 2003).

3) "Generally, the coordinate jurisdiction rule commands that upon transfer of a matter between trial judges of coordinate jurisdiction, a transferee trial judge may not alter resolution of a legal question previously decided by a transferor trial judge." *Zane v. Friends Hosp.*, 575 Pa. 236, 243 (2003).

4) The limited exception to the coordinate jurisdiction rule is where the previous order is "clearly erroneous and would result in manifest injustice." *Id.* at 244.

DISCUSSION

Based on the evidence presented, the Faxed Order represented Giuseppe's acceptance of the Proposal. The additional terms in the Faxed Order fall away under 13 Pa. C.S.A. §2207(a) since they do not explicitly communicate unwillingness to proceed with the transaction unless the offeror accepts those terms. The Arrowhead representative received and confirmed Giuseppe's acceptance of the Proposal. There is no evidence to demonstrate that Arrowhead accepted and acted on the Mailed Order as opposed to the Faxed Order. Therefore, the specifications outlined in the Mailed Order are not a part of the agreed upon transaction. Also under the facts of the case, the Mailed Order and Proposal's inconsistent terms would be knocked out leaving the remaining terms active. The interest rate as stated in Proposal's §2.B. of its Terms and Conditions of Equipment Sale are not contradicted in the Mailed Order's provisions and would not be subject to the knockout rule. The Court finds under Proposal's §2.B. of its Terms and Conditions of Equipment Sale, Giuseppe owed interest at 1.5% per month, 18% per annum on any unpaid amounts.

The Court finds that it is bound by the legal determination of the applicability of the Payment Act Claim as previously decided by the Honorable President Judge Fredric J. Ammerman. See, *Zane*, 575 Pa. at 243 (2003). The Court finds, based on the evidence presented, that Plaintiff Busse's actions fall under the Contractor and Subcontractor Payment Act and therefore statutorily provided interest, penalties, and reasonable attorney fee are permitted under 73 P.S. §505, §512(a), and §512(b).

ORDER

AND NOW, this 10 day of September, 2018, judgment is entered against Defendants and in favor of Plaintiffs. Defendants are ORDERED as follows:

1. To pay Plaintiff Arrowhead the principal amount of $134,415.00 owed along with interest at 18% and penalty at 12% for a total of $650,695.98 as per the Proposal and Payment Act as outlined in the Affidavit of Jonathan Rudd; and
2. To pay Plaintiff Busse the principal amount of $4,406.60 owed along with interest and penalty at 12% each for a total of $17,856.75 as per the Payment Act as outlined in the Affidavit of Jonathan Rudd; and
3. To pay $176,134.25 to Plaintiffs for reasonable attorneys' fees in this matter as per the Payment Act.

BY THE COURT:

David E. Grine, Senior Judge

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION, Plaintiffs v. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK Defendants.	CIVIL DIVISION No. 2006-2159-CD PLAINTIFFS' REPLY TO DEFENDANT'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW Filed on behalf of Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation Counsel of Record:

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AND NOW COMES, Plaintiffs Arrowhead Conveyor Corporation ("Arrowhead") and Busse/SJI Corporation ("Busse") and submit the following Reply to Defendant Giuseppe's Finer Foods, Inc. ("Giuseppe's") Proposed Findings of Fact and Conclusions of Law.

I. Giuseppe's Inappropriately Requests That This Court Dismiss Plaintiffs' Breach of Contract Claims As Part of Its Ruling On Plaintiffs' Right To Recover Under The Contractor And Subcontractor Payment Act and Determination of the Applicable Terms and Conditions For the Contract Between Arrowhead and Giuseppe's

Throughout its Proposed Findings of Fact and Conclusions of Law Giuseppe's requests that this Court disregard the jury's Verdict and dismiss Plaintiff's claims for breach of contract. See Giuseppe's Phase II Proposed Findings of Fact and Conclusions of Law at p. 2 ("Accordingly, Plaintiffs' Count I breach of contract claims should be dismissed with prejudice. . . . Accordingly, Plaintiffs' Count II breach of contract claims should be dismissed with prejudice."); p. 11 ("Fort [sic] the foregoing reasons, Defendants request that that this Court dismiss Plaintiffs' breach of contract claims . . . . "). Giuseppe's completely disregards that the scope of the non-jury issues associated with Plaintiffs' breach of contract claims is limited to determining Plaintiffs' right to recover under the Contractor and Subcontractor Payment Act ("Payment Act") and a determination as to whether Arrowhead's Terms and Conditions of Equipment Sale and/or Giuseppe's Purchase Order – Conditions form part of the contract between Arrowhead and Giuseppe's. In many regards, Giuseppe's is simply reiterating the points that it made in support of its Motion for Post-Trial Relief that it filed subsequent to the jury Verdict. However, Giuseppe's Motion for Post-Trial Relief has already been argued before the Court and the purpose of the present filings

is to simply address the applicability of the Payment Act and contract terms and conditions. For this reason, the Court should not even consider or entertain Giuseppe's request to dismiss Plaintiffs' claims for breach of contract, which is nothing more than another request that the Court grant judgment in favor of Giuseppe's notwithstanding the jury's Verdict.

II. Giuseppe's Fails To Offer Any Proposed Findings of Fact or Conclusions of Law As To Plaintiffs' Right To Recover Under The Payment Act and Has Waived Any Right To Oppose Plaintiffs' Request That This Court Grant the Relief Provided For In the Payment Act.

On February 9, 2018, the parties had a pre-trial conference before Judge Ammerman. Subsequent to that conference, Judge Ammerman issued an Order dated February 12, 2018, wherein he stated in part that:

2. The parties have agreed that the issues regarding the payment act claim will be heard and determined in their entirety by the Court, not a jury.

3. The parties have agreed that argument over what were the terms of the contract, i.e. factually what was the contract entered into among the parties, shall be heard and determined by the Court, not a jury.

Despite that the first subject identified by Judge Ammerman is the issues regarding the Payment Act claim, Giuseppe's offers no proposed findings of fact or conclusion of law on Plaintiffs' right to recover under the Payment Act. It appears that Giuseppe's has abandoned any argument that Plaintiffs' work does not fall under the Payment Act. At the argument presented to the Court while the jury was deliberating, Giuseppe's attorney admitted that Giuseppe's was abandoning its earlier argument that the Payment Act did not apply because the Equipment was not attached to the floor of the building, since it conceded that the Equipment was attached to the floor of the building. See Trial Transcript 5/1/18 at pp. 203-04. Although Giuseppe's argued that the

Payment Act did not apply because this case was predominantly about a sale of goods, it seemingly has also abandoned that argument since it did not propose and facts or conclusions of law to support this argument. Regardless of the reason it offered no proposed findings of fact or conclusion of law as to Plaintiffs' right to recover under the Payment Act, Giuseppe's has waived any right to oppose Plaintiffs' requested relief by failing to develop any support for the reason the Payment Act does not apply to Plaintiffs' claims. See Muldrow v. SEPTA, 88 A.3d 269, 274 (Pa. Cmwlth. 2014) appeal denied 99 A.3d 927 (Pa. 2014)("Our Supreme Court has held that an undeveloped argument is waived. Commonwealth v. Spotz, 610 Pa. 17, 18 A.3d 244 (2011). Further, an argument 'not supported by pertinent authority . . . is waived.' Eckman v. Erie Ins. Exchange, 2011 PA Super 87, 21 A.3d 1203, 1208 (Pa. Super. 2011).

Even if Giuseppe's did not waive its opposition to Plaintiffs' request for relief under the Payment Act, Giuseppe's prior argument is simply wrong since there is nothing in the Payment Act that states it does not apply where there is a sale of goods. The Payment Act applies to any improvement to real property. It would be hard to find an improvement to real property that did not involve some sale of goods since in most cases there will be some material or equipment that is attached to the real property as part of its improvement. It is clear from the evidence present at the trial that both Plaintiffs were involved in improving Giuseppe's real property and are entitled to relief under the Payment Act.

III. The Purchase Order Was Not a Counteroffer That Was Accepted By Arrowhead When It Shipped the Equipment

The Court should reject Giuseppe's proposed findings of fact and conclusions of law related to its argument that the Purchase Order was a counteroffer rather than acceptance of Arrowhead's Proposal. The most significant undisputed fact in this regard is the express statement in the Purchase Order that provides: "Per Quote #AHC-04801-03 Dated 12/29/04." See Plaintiff Exhibit 7, Purchase Order at p.3. This is a sufficient expression that Giuseppe's was accepting the offer made in the Proposal such that a contract was formed between Arrowhead's Proposal and Giuseppe's Purchase Order. See 13 Pa.C.S.A. §2207(a). The Proposal included Arrowhead's Terms and Conditions of Equipment Sale. As such, these became part of the parties' contract regardless of whether Giuseppe's Purchase Order – Conditions are also considered part of the contract.

Giuseppe's argues that its acceptance was made conditional on Arrowhead's assent to Giuseppe's Purchase Order – Conditions. The primary flaw in this argument is that Giuseppe's accepted Arrowhead's offer when it faxed the Purchase Order to Arrowhead without inclusion of its Purchase Order – Conditions. There can be no question that the faxed Purchase Order constitutes "[a] definite and seasonable expression of acceptance." See 13 Pa.C.S.A. §2207(a). There would have been an enforceable contract even if Giuseppe's had never sent a copy of the Purchase Order in the mail eight days after it faxed the Purchase Order to Arrowhead. As such, it cannot be disputed that the faxed Purchase Order amounted to an acceptance.

Giuseppe's makes the bold statement "that the fax machine did not scan and send both sides of the Purchase Order is of no legal significance, and no case law or statue [sic] dictates that it should have legal significance." See Giuseppe's Proposed

Conclusion of Law 52. Contrary to Giuseppe's above quoted statement, there is support in the law that a later sent version of an acceptance is legally ineffective to change the terms of the parties' contract. See Rocheux Int'l of N.J., Inc. v. U.S. Merchs. Fin. Group, Inc., 741 F. Supp. 2d 651, 679 (D.NJ 2010)("Section 2-207 does not contemplate multiple written confirmations operating as acceptance, with each confirmation having the capability of adding new and/or different terms.").

It is also significant that the only evidence in the record is that the Change Order faxed on May 16, 2005 did not contain Giuseppe's Purchase Order – Conditions, and Giuseppe's never mailed a copy of the Change Order with its Purchase Order – Conditions. In this regard, Giuseppe's Proposed Finding of Fact 14 is not supported by the evidence in the record. The Change Order included as Defense Exhibit 96, which is the same as Plaintiff Exhibit 17, does not contain Giuseppe's Purchase Order – Conditions. As such, Giuseppe's cannot rely on the Change Order to support its argument that the Purchase Order – Conditions were sent as part of a counteroffer.

Giuseppe's also ignores that on January 26, 2005, after it sent the Purchase Order, Giuseppe's signed Arrowhead's Change Order No. A that expressly stated: "The purpose of this change order is to provide modifications to the original agreement." See Plaintiff Exhibit 9 (emphasis added). By signing this change order, Giuseppe's was admitting that there was an "original agreement" already in place, which defeats its argument that no contract was formed until Arrowhead shipped the Equipment in August 2005, and it was this shipment after Arrowhead had already built this custom Equipment that constitutes the acceptance of Giuseppe's purported counteroffer. According to Giuseppe's, there was no contract between the parties during the time

period that Giuseppe's was making payment to Arrowhead for building the Equipment. See example Plaintiff Exhibit 47, and specifically check dated June 29, 2005 for $307,860; Defendant Exhibit 18, record of payment of $166,200 on March 28, 2005. It is absurd to suggest that Giuseppe's made a deposit payment of $41,550 and then further payments of $166,200 and $307,860 before there was even a contract between the parties.

Under the law, the contract between the parties was formed on January 5, 2005 when Giuseppe's faxed to Arrowhead the Purchase Order incorporating and accepting the terms of the Proposal. As such, just those documents included with the Proposal and faxed copy of the Purchase Order make up the original agreement. The Change Order faxed on May 16, 2005 once again incorporated and accepted the Proposal, and nothing about the Change Order served to bring Giuseppe's Purchase Order – Conditions into the parties' contractual relationship.

IV. Arrowhead Has the Right To Recover Interest On Past Due Amounts As Set Forth In Arrowhead's Terms and Conditions of Equipment Sale Even If Giuseppe's Purchase Order – Conditions Also Apply To the Parties' Contract

Although Giuseppe's contends that the Purchase Order and Change Order, including Giuseppe's Purchase Order – Conditions, constitute the contract between the parties, it does not specifically address Arrowhead's right to recover interest pursuant to the Terms and Conditions of Equipment Sale included as part of Arrowhead's Proposal. Since Giuseppe's fails to develop a responsive argument on this point, it has waived the right to contest Arrowhead's entitlement to recover interest at the rate set forth in the

Terms and Conditions of Equipment Sale. See Muldrow, supra, 88 A.3d at 274 (Pa. Cmwlth. 2014).

Even if Giuseppe's has not waived the right to contest Arrowhead's entitlement to interest at the contractual rate of 18% per annum, it is clear under the law that Arrowhead is entitled to recover interest at the rate set forth in the Terms and Conditions of Equipment Sale. The "knock out" rule applies only where the competing terms and conditions contain **conflicting or contrary terms**. See Flender Corp. v. Tippins Int'l, Inc., 830 A.2d 1279, 1287 (Pa. Super. 2003)("[W]e now join the majority of courts that have considered the issue in declaring that **differing terms** between a section 2207 offer and acceptance are properly subject to the "knockout" rule.")(emphasis added); See also Defendant Exhibit 95, Giuseppe's Purchase Order – Conditions at ¶15 (". . . no forms 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.") As both the knock out rule and Giuseppe's own Purchase Order – Conditions make clear, it is only "contrary" or "differing" terms that do not become part of the contract when there are two sets of terms and conditions.

Arrowhead is seeking to enforce the interest provision contained in its Terms and Conditions of Equipment Sale. Specifically, Arrowhead is seeking interest at 1 ½% per month on the past due amounts as is permitted under Section 2.B. of the Terms and Conditions of Equipment Sale ("In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 ½% per month on the amount due on a pro-rata basis for any partial month

on the amount due in arrears, provided there is no conflict with local or state law.") See Defendant Exhibit 96, Proposal at p. 24. There is no conflicting or contrary interest rate in Giuseppe's Purchase Order – Conditions. See Defendant Exhibit 95. As such, Arrowhead is entitled to recover interest at the rate set forth in the Terms and Conditions of Equipment Sale regardless of whether Giuseppe's Purchase Order – Conditions form a part of the contract.

WHEREFORE, Plaintiffs respectfully request that this Court reject Defendant Giuseppe's Finer Foods, Inc.'s Proposed Findings of Fact and Conclusions of Law that are contrary to those submitted by Plaintiffs and enter Judgment in favor of Plaintiffs consistent with the jury Verdict and Plaintiffs' Proposed Findings of Fact and Conclusions of Law.

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Dated: September 10, 2018

Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

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

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing document was served by electronic mail upon the following:

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Date: September 10, 2018

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' PHASE II PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' PHASE II PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Phase II Proposed Findings of Fact and Conclusions of Law ("Proposed Findings"):

INTRODUCTION

Pursuant to this Court's December 2, 2015 Order, the proceedings in this case were bifurcated. The first phase consisted of a three-day non-jury trial on the issue of whether the Plaintiffs could pierce the corporate veil and proceed against Mr. Raybuck personally ("Phase I"). Following the Phase I trial, this Honorable Court entered an Order on June 2, 2017 dismissing Count III (Breach of Contract—Piercing the Corporate Veil) of the Plaintiffs' Second Amended Complaint. In it's Memorandum accompanying the June 2, 2017 Order, this Honorable Court issued findings of fact and conclusions of law for Phase I.

The second phase (Phase II) consisted of a two-day jury trial on the remaining two counts. Count I (Breach of Contract—Arrowhead v. Giuseppe's) alleged that Plaintiffs were entitled to payment of $134,415, representing the last 15% of the purchase price of equipment that Arrowhead Conveyor Corp. ("Arrowhead") sold to Giuseppe's pursuant to a written agreement. Count II (Breach of Contract—Busse/SJI) alleged that Plaintiffs were entitled to $4,404.60, representing 100% of what Busse/SJI Corporation ("Busse") invoiced for field service work pursuant to an alleged oral contract.

The evidence adduced at trial demonstrates that the written contract consisted of the Purchase Order and the Change Order, which were a counteroffer accepted by conduct consisting of delivery of a Bulk Glass Depalletizer ("Depalletizer"), a Spray Cooler ("Spray Cooler") and a TUCS Pouch Cooler ("Pouch Cooler") (collectively the "Equipment"). Plaintiffs failed to prove a prima facia case of entitlement to payment under the relevant contract by proving they had performed their obligations under the terms of the Contract. Defendants would have established,[1] absent this Court's granting of Plaintiffs' Motion in Limine, that the Equipment was defective and Plaintiffs were not entitled to full payment under the terms of the contract. Accordingly, Plaintiffs' Count I breach of contract claims should be dismissed with prejudice.

Plaintiffs failed to adduce sufficient evidence at trial of the existence of the alleged oral contract between Giuseppe's and Busse. Accordingly, Plaintiffs' Count II breach of contract claims should be dismissed with prejudice.

[1] This Honorable Court entered an Order granting Plaintiffs' Motion in Limine on April 16, 2018. The Order prohibited Defendants from introducing any evidence of the defects at the Phase II trial. Defendants, through the Phase I testimony of Dennis Raybuck and Luke Sicard and an Offer of Proof (Phase II TT II:127:5—137:16) presented at Phase II introduced/sought to introduce evidence that the Equipment was defective and therefore Plaintiffs failed to comply with their contractual obligations.

I. PHASE II PROPOSED FINDINGS OF FACT

A. Background Facts.

1. On or about October 5, 2004, International Custom Products, Inc. ("ICP"), a DuBois company that had been engaged exclusively in the import and export of food ingredients, and not in manufacturing, issued an invitation to bid for work related to the construction of a food processing facility (the "Facility") in DuBois. PX1[2]; Phase I TT II: 162:6-163:21; 174:19-174:23.

2. ICP's owners (the Raybuck family) created Giuseppe's (a sister company) to operate the Facility. Phase I TT II 220:22-222:6.

3. On or about November 12, 2004, due to a number of inquiries and uncertainties regarding the initial invitation to bid, a representative of Giuseppe's advised potential bidders (including Arrowhead) via email that it was suspending the process and would issue a "major drawing revision (including specifications) which will impact almost all contacts." DX87.

4. Giuseppe's then provided potential bidders a set of revised specifications and drawings. DX88.

B. The written contract.

i. Formation.[3]

5. On or about December 29, 2004, Arrowhead provided ICP with a proposal ("Proposal") to furnish the Equipment. DX89; Phase II TT I: 70:4-71:11[4].

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[2] Plaintiffs' exhibits admitted as evidence at trial are referenced as "PX" followed by the numerical assignment at trial (followed by a page number or numbers, where appropriate); Defendants exhibits admitted as evidence at trial are referenced as "DX" followed by the numerical assignment designated at trial (followed by a page number or page number, where appropriate).

[3] Pursuant to the Court's February 12, 2018 Order, "The parties have agreed that argument over what were the terms of the contract, i.e. factually what was the contract entered into among the parties, shall be heard and determeined by the Court, not a jury.

[4] References to "TT" are to the trial transcript, which consist of three volumes dated March 2, 3, and 4 2016 for Phase I, and two volumes dated April 30 and May 1 2018 for Phase II. References to the trial transcript are to the Phase; followed by a volume (Roman numeral), followed by a colon, then to the starting page number, followed by

6. On or about January 5, 2005, based on representations made by Arrowhead in the Proposal, Giuseppe's responded to Arrowhead's Proposal with a counteroffer in the form of a purchase order ("Purchase Order"), which included certain terms and conditions, and was faxed and mailed to Arrowhead. DX95; TT I: 105:12-106:8; Phase I TT II:112:12-114:5.

7. This counteroffer was supplement by a Change Order which also contained such terms and conditions. DX96; Phase I TT II:116:6-117:1.

8. The faxed version of the Purchase Order contained only the front of the Purchase Order, and did not include the terms and conditions on the back of the Purchase Order. DX95; Phase I TT II:113:15-114:2.

9. The cover sheet the Giuseppe's faxed to Arrowhead along with the faxed version of the Purchase Order contained a request for Arrowhead to confirm receipt of the fax. DX95; Phase I TT II:117:12-117:18.

10. Jeff Kaplan, on behalf of Arrowhead, confirmed that he had received the fax of the Purchase Order. DX95; Phase I TT II:17:19-11:25.

11. Such confirmation of receipt of the fax did not contain any language indicating formal acceptance of the Purchase Order in a contractual sense, but rather only confirmed that Arrowhead had received the Purchase Order. Id.

12. The mailed version of the Purchase Order included the terms and conditions on the back of the Purchase Order, along with the down payment of $41,550.00. DX95; Phase I TT II:114:3-114:5.

13. The terms and conditions on the back of the Purchase Order (at ¶ 15) provided:

> 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

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a colon, then to the starting line number, followed by a hyphen, followed by the ending page number, followed by a colon, followed by the ending line number.

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.

DX95, p. AR-00121_15

14. On or about May 16, 2005, long after the mailed version of the Purchase Order was received by Arrowhead, Giuseppe's mailed and Arrowhead received and accepted the Change Order, which also included the terms and conditions. DX96.

15. By delivering the Equipment without objection, as well as accepting payments from Giuseppe's and ICP Asset, Arrowhead accepted Giuseppe's counteroffer, along with all of the terms and conditions in the Purchase Order. Phase I TT II:117:2-117:11.

16. The Purchase Order and Change Order constitute the Contract between Giuseppe's and Arrowhead ("Contract"). DX107, Complaint ¶25.

ii. Payments by Giuseppe's to Arrowhead

17. Giuseppe's and ICP Asset collectively made payments to Arrowhead on Giuseppe's behalf for the Equipment totaling $758,794.01 of the $879,600.00 contract price. DX18, Phase I TT II:118:21-120:19.

iii. Arrowhead failed to adduce sufficient evidence that it provided Equipment that conformed with the specifications in the Contract.

18. Giuseppe's required and Arrowhead agreed to provide Equipment that would be adjustable in order to handle a variety of container sizes. Phase II TT I:185:25-187:5.

19. Giuseppe's provided and Arrowhead was aware of an original list of containers that Giuseppe's intended to run at the outset of food production at the Facility. Phase II TT I:186:4-186:9.

20. By making simple changes to the Depalletizer's programing and mechanical adjustments, it should have been able to accommodate different container sizes. Phase II TT I:186:4-186:20.

21. No testing was performed, at Arrowhead's facility prior to shipping, on the Spray Cooler to ensure that it met the Contract specifications and worked properly. Phase II TT I:194:12-194:14; 194:18-194:21.

22. No testing was performed, at Arrowhead's facility prior to shipping, on the Pouch Cooler to ensure that it met the Contract specifications and worked properly. Phase II TT I:194:12-194:16.

23. The only piece of Equipment that was tested prior to shipping was the Depalletizer. Phase II TT I:194:18-21.

24. Problems were found during the testing of the Depalletizer at Arrowhead's facilities. Phase II TT I:194:22-195:4.

25. Arrowhead was not able to verify that the problems found during testing were corrected prior to the Depalletizer being shipped. Phase II TT I:195:5-195:23.

26. William Grant Somerset ("Somerset") was and is employed by Busse as a field service technician. Phase II TT II:38:19-38:22.

27. Somerset traveled to the Facility to inspect the Spray Cooler and Depalletizer on two separate visits. Phase II TT II:39:19-40:4; 41:6-41:9.

28. Somerset observed several problems with the Equipment during his inspections at the Facility. Phase II TT II:86:2-86:6.

29. Some of the problems with the Equipment should have been detected and corrected prior to shipping. Phase II TT II 87:5-87:14.

30. The Spray Cooler and Depalletizer each require a minimum of one week for installation, inspection/checks, startup, and training. Phase II TT II:90:7-91:13.

31. Somerset never verified that the Equipment performed at the containers-per-minute speed specified in the Contract. Phase II TT II:91:18-93:2.

32. Pursuant to the Contract, ten (10) container types were to be preprogrammed into the Equipment. Phase II TT II:87:15-88:4.

33. Somerset's determined that one of the Depalletizer's preprogramed bottle heights was off by approximately two inches. Phase II TT II:88:5-88:18.

34. Subsequent testing on the other nine (9) preprogramed heights revealed additional discrepancies. Phase II TT II:88:19-89:6.

iv. Defects in the Equipment.

35. As a result of problems with Equipment designed and supplied by Arrowhead and prepared and inspected by Busse, Giuseppe's was unable to operate its business at a minimally adequate capacity, or to provide its customers with the inventory it expected the Equipment would enable it to produce, resulting in numerous business inefficiencies and lost revenue. Phase I TT II:133:6-136:5; 141:10-21; 146:17-19; 151:25-153:18; 180:12-23; 211:8-216:9; Phase II TT II:127:5-127:8; 128:22- 137:16.

36. Problems with the Equipment added to Giuseppe's financial woes and played a role in causing the ultimate demise of all of the corporate Defendants. Phase I TT II:133:6-136:5; 141:10-21; 146:17-19; 151:25-153:18; 180:12-23; 211:8-216:9

v. Arrowhead refused to provide any technical support or parts after November 29, 2005.

37. The payment terms, as specified in the Purchase Order and Change Order ,called for payments of the final 15% of the purchase price for the Equipment no later than 60 days after receipt of the Equipment. DX95; Phase I TT II:120:20-123:13.

38. Nearly all of Arrowhead's invoices misstated payment terms and due dates. Phase I TT II:122:2-123:13; Phase II TT II:17:1-23:4.

39. Despite Arrowhead's misleading invoices and the defects in the Equipment, Arrowhead sent an email to Giuseppe's on November 29, 2005 cutting off all technical supports and parts. DX47.

40. This included "any technical support via phone or email correspondence." Id.

C. The alleged oral contract.

41. Count II alleges Busse provided field service work pursuant to an oral contract between Busse and the Defendants. Second Amended Complaint ¶¶ 49-52.

42. Plaintiffs two witnesses, Marvin Stringfield ("Stringflield") and William Grant Somerset offered no testimony as to the terms of the alleged oral contract.

43. Stringfield testified that there was an email communication, to which he was not a party, related to a possible future modification of the Purchase Order between Giuseppe's and Arrowhead. Phase II TT I:164:19-165:16.

44. Busse, the Plaintiff that allegedly entered into the oral contract with Giuseppe's was not mentioned in the email. Id.; PX185.

45. There was never a modification of the Purchase Order or a Change Order issued by Giuseppe's related to the field service work. Phase II TT I:165:13-165:16.

46. Stringfield was not involved in nor aware of any oral communications related to the alleged oral contract. Phase II TT II:12:5-12:14.

47. The sole evidence for the alleged oral contract between Giuseppe's and Busse is an email discussing a potential future change to the Purchase Order between Giuseppe's and Arrowhead. Phase II TT II:12:5-14:2.

48. Plaintiffs failed to produce any evidence related to the terms of the alleged oral contract, including but not limited to the hourly rate; whether travel time would be included and at what rate; expenses, and the date(s) of the field service work.

II. PROPOSED CONCLUSIONS OF LAW

49. The written Contract at issue consists of the Purchase Order and Change Order, which were a counteroffer accepted by conduct consisting of delivery of the Equipment.

50. The Purchase Order constituted a counteroffer and not an acceptance of Arrowhead's proposal because, pursuant to Section 2207(a) of Pennsylvania's Uniform Commercial Code ("UCC") where "acceptance is expressly made conditional on assent to the additional or different terms" there is not contract formed by the exchange of forms, and the acceptance is deemed a counteroffer. 13 Pa.Cons.Stat. § 2207(a)

51. The terms and conditions of the Purchase Order expressly state at § 15 that "[e]ach shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein . . ." DX95.

52. The fact that Giuseppe's chose to contemporaneously fax a copy and send the original singed Purchase order to Arrowhead and that the fax machine did not scan and send both

sides of the Purchase Order is of no legal significance, and no case law or statue dictates that it should have legal significance.

53. Under Pennsylvania law, parties asserting claims for breach of contract must prove three elements: "(1) the existence of a contract, including its essential terms; (2) a breach of duty imposed by the contract; and (3) resultant damages." CoreStates Bank, N.A. v. Cutillo, 723 A.2d 1053, 1058 (Pa.Super.Ct. 1999).

54. Plaintiffs failed to prove a prima facia case of entitlement to payment under the relevant contract by proving they had performed their obligations under the terms of the Contract

55. The burden of proving an oral contract is on the party seeking to establish it. Boyle v. Steiman, 631 A.2d 1025, 1033 (Pa.Super. 1993).

56. "When construing an oral contract the words constituting the agreement are merely parts of and imbedded in a general conversation, and the meaning must be interpreted with reference to the circumstances under which the parties contracted in light of the objectives to be accomplished. Id.

57. Plaintiffs failed to produce any evidence of the general conversation and/or circumstances surrounding the alleged oral contract, including the participants in the conversation(s), the date(s) of the conversation, and/or the nature of the discussion.

58. Plaintiffs rely, entirely, on an email between Giuseppe's and Arrowhead, referencing a potential future Change Order that would modify the existing written Purchase Order between Giuseppe's and Arrowhead, as proof of the alleged oral contract between Giuseppe's and Busse.

59. An oral modification of a written contract must be proven by "clear, precise and convincing evidence." Fina v. Fina, 1999 PA Super 201, 737 A.2d 760, 765 (Pa.Super. 1999).

60. At best, the Plaintiffs' evidence shows that the parties discussed amending the Purchase Order between Giusepp's and Arrowhead, there is no clear and convincing evidence of the terms of the alleged oral contract between Giuseppe's and Arrowhead or that Giuseppe's ever agreed to such terms.

CONCLUSION

Fort the foregoing reasons, Defendants request that that this Court dismiss Plaintiffs' breach of contract claims and grant such other and further relief as this Court deems proper. Defendants also request the opportunity for oral argument and the opportunity to rebut the Plaintiffs' proposed findings.

Respectfully submitted,

Dated: August 31, 2018

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

CERTIFICATE OF COMPLIANCE

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

August 31, 2018

Gregory H. Teufel, Esq.
Carter C. Hoel, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Proposed Findings of Fact and Conclusions of Law has been served upon the following counsel of record by first-class United States mail, postage prepaid, this 31 day of August, 2018.

Jonathan H. Rudd, Esquire
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P.O. Box 1166
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Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs

Gregory H. Teufel, Esq.
Carter C. Hoel, Esq.

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., And DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

FILED
m/jm JW
SEP 04 2018
ICC Atty Rudd
BRIAN K. SPENCER
PROTHONOTARY/CLERK OF COURTS

AFFIDAVIT OF JONATHAN RUDD

Filed on behalf of Plaintiffs

Arrowhead Conveyor Corporation and Busse/SJI Corporation

Counsel of Record:

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2

RECORD
SEP 12 2019
PITTSBURGH OFFICE OF SUPERIOR COURT

AFFIDAVIT OF JONATHAN RUDD IN SUPPORT OF PLAINTIFFS' REQUEST FOR REASONABLE ATTORNEYS' FEES AND EXPENSES AND INTEREST AND PENALTY RECOVERABLE UNDER THE PAYMENT ACT

REASONABLE ATTORNEYS' FEES AND EXPENSES

1. I am and have at all times relevant to this Action been the lead counsel for Plaintiffs. I make the statements contained in this Affidavit based on my personal knowledge of the facts and events surrounding this Action as Plaintiffs' lead counsel and the one most familiar with the attorneys' fees and expenses incurred in this matter, as well as the evidence presented in this Action.

2. I am a 1989 graduate of Villanova Law School and have been affiliated with McNees Wallace & Nurick LLC since August 1989. I am a licensed attorney in the Commonwealth of Pennsylvania and admitted to practice before all state and federal courts in Pennsylvania.

3. Plaintiffs are seeking to recover their reasonable attorneys' fees and expenses in accordance with the Contractor and Subcontractor Payment Act, 73 P.S. §512(b) ("Payment Act"), which provides that "the substantially prevailing party in any proceeding to recover any payment under this act shall be awarded a reasonable attorney fee in an amount to be determined by the court or arbitrator, together with expenses."

4. Plaintiffs are the substantially prevailing party as to their claims against Giuseppe's since the jury found in favor of Plaintiffs on the full amount requested. As such, in accordance with the express language of the Payment Act, Plaintiffs are entitled to the reasonable attorneys' fees and expenses incurred in pursuing their claims against Giuseppe's.

5. I am attaching as Exhibit 1 a chart of the attorneys' fees that I consider to be the reasonable attorneys' fees charged by McNees Wallace & Nurick LLC that relate to the breach of contract and Payment Act claims asserted against Giuseppe's. The total of these fees as of August 30, 2018 is $176,134.25.

6. In preparing the chart of attorneys' fees, I have removed the time entries that related only to the claim asserted in Count 3 of the Second Amended Complaint whereby Plaintiffs attempted to pierce the corporate veil and hold certain affiliates and shareholders of Giuseppe's responsible for the amounts owed by Giuseppe's to Plaintiffs. For example, I have completely removed all time entries between May 20, 2015 and October 2, 2017. The parties had a pre-trial conference with Judge Ammerman on May 20, 2015 wherein Defendants' attorney requested and Judge Ammerman agreed that Plaintiffs' claim asserted under Count 3 would be tried first. For the next two and half years the work performed on this case involved Count 3 and Plaintiffs have not included any attorneys' fees incurred during that time period. Although the chart only shows an adjustment of $22,380.75 for work related to Count 3, there was well in excess of $50,000 in attorneys' fees that was not even included in the chart because they related solely to Count 3.

7. There are numerous time entries prior to May 20, 2015 where time might have been spent on issues involving both the claims asserted in Counts 1 and 2, as well as the claim asserted in Count 3. Based on my personal knowledge as to what work was being done, I have adjusted the amount claimed downward to remove the amount of time that could arguably be claimed to have related to Count 3. In making this adjustment, I have attempted to be more than fair to Giuseppe's in order to eliminate

any possible argument that Plaintiffs have not appropriately accounted for work done related to Count 3.

8. I have not applied an across the board reduction of all time entries prior to May 20, 2015, since there were many events where the same time would have been spent regardless of the inclusion of the claim asserted in Count 3. For example, the time spent for a number of arguments and status conferences with the Court would have been essentially the same even if Plaintiffs had not asserted the claim set forth in Count 3, since I still would have been required to travel to Clearfield County for such meeting with the Court.

9. I have also included time entries that related to the defense of Giuseppe's counterclaims since they were integrally related to Plaintiffs' claims against Giuseppe's for breach of contract and recovery under the Payment Act. For example, and by no means by limitation, Giuseppe's asserted as one of its affirmative defenses in paragraph 106 of its New Matter that: "Plaintiffs' claims are barred, limited, and/or offset by Giuseppe's Counterclaim, which is incorporated by reference as if fully set forth herein, and the damages caused by Plaintiffs breaches of their agreements with Giuseppe's ("the Contracts"), and otherwise by the terms of the Contracts." Based on this affirmative defense, Plaintiffs needed to defeat Giuseppe's Counterclaims if they were going to prevail on their own claims. As such, I believe it is reasonable to include all expenses incurred in defending against Giuseppe's Counterclaims as part of the attorneys' fees and expenses Plaintiffs are entitled to recover under the Payment Act.

10. The time entries included in the attached chart span from 2006 through the present. During that time period, there were numerous increases in my hourly rate.

However, the hourly rate charged to Plaintiffs has at all times been my standard hourly rate, and is consistent with the hourly rates charged by similarly situated and located attorneys with the same level of experience for a commercial matter of this type. There is minimal time spent by associates and paralegals, and the hourly rate charged for these individuals is also their standard hourly rate, and is consistent with the hourly rates charged by similarly situated and located attorneys and paralegals with the same level of experience for a commercial matter of this type.

11. Attached as Exhibit 2 is a chart of the costs that our firm incurred and were charged to the Plaintiffs. I have handled the costs in the same manner as I handled the attorneys' fees. I eliminated those costs that related solely to the claim asserted in Count 3. For example, there are no costs included between May 20, 2015 and October 13, 2017 except for a cost paid by our firm to Nextpoint Inc. This cost was for a document management system where the documents produced by Giuseppe's and Arrowhead were stored. This repository of documents did not include those documents related to Count 3. There was a monthly charge for the storage of these documents even during the time period that the focus of this case was on Count 3. Since these documents were going to be needed for the trial of this case on Counts 1 and 2, i needed to continue to store these documents until the conclusion of the jury trial in May 2018.

12. There are numerous charges for copying, postage, courier services, and travel expense. In addition, our firm paid the cost for the transcripts from the jury trial, which are included in the attached chart. In order to eliminate any challenge to the reasonableness of our firms' costs, I have reduced the costs by 25% to account for what

might have been a slight increase in the costs reflected on the attached chart related to the claim asserted in Count 3. I do not believe that the actual increase in the overall costs was anywhere close to 25% of the total costs reflected on the attached chart, since the largest costs related to the document management system and jury trial transcripts, which had nothing to do with Count 3.

13. After considering all adjustments, the costs being claimed are $5,239.28.

14. Plaintiffs also retained a local counsel in Clearfield to assist with this case. Attached as Exhibit 3 is a chart and backup for the two invoices from John Sughrue, who served as local counsel. The total of these invoices is $6,593.57. I believe Attorney Sughrue's charges are more than reasonable, and his local assistance in this case resulted in an overall savings in attorneys' fees since he was able to handle matters locally that would have cost me much more to handle. Giuseppe's also employed a local counsel throughout the duration of this case.

15. Attached as Exhibit 4 is a chart and back up of the deposition transcript expenses paid directly by Plaintiffs. These total $3,587.77. These expenses were incurred as a necessary part of the handling of this Action.

16. Plaintiff incurred certain travel related expenses in conjunction with this Action. Attached as Exhibit 5 is a chart and backup of just some of the travel expenses incurred by Plaintiffs. These total $4,766.87. These include attending a hearing on July 25, 2013, depositions on August 11 and 12, 2014, and the trial on April 30 and May 1, 2018. Not all expenses are included since Plaintiffs were not able to readily locate all documentation for the travel expenses. For example, Pat Vincent, the then president of the Plaintiffs, also attended the hearing on 7/25/2013 before Judge Ammerman, and his

travel expenses are not included, nor are Grant Somerset's lodging, meal, car rental or parking expenses for attending the same hearing. Further, John Bautista's and Grant Somerset's lodging, meal, car rental and parking expenses are not included for the depositions they attended on August 12, 2014. I simply point this out as an indication of the reasonableness of the travel expenses claimed, since there were significantly more travel expenses than what is being claimed.

17. The final category of expenses is a portion of the expert fees paid by Plaintiffs. Plaintiffs initially hired Grant Thornton LLP to provide expert assistance in this matter. When Ron Braver left Grant Thornton and started his own company, Plaintiffs retained Mr. Braver to continue providing expert assistance. Attached as Exhibit 6 is a chart and supporting invoices of a portion of the expert fees incurred in this matter, and an allocation of the expert expenses related to the pursuit of the claims for breach of contract and recovery under the Payment Act.

18. Ron Braver, both when working at Grant Thornton and then later when operating his own company, took the lead role in reviewing the documents produced by Giuseppe's, its accountant, and Bank. Although these documents had relevance to the claim asserted in Count 3, they also had relevance to the claims asserted in Counts 1 and 2, as well as the Payment Act claims. Specifically, the documents were relevant to the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs. As I noted above, Giuseppe's expressly claimed in paragraph 106 of its New Matter that Plaintiffs' claims were limited or offset by Giuseppe's Counterclaims. In its Counterclaims, Giuseppe's claimed that it lost revenue and suffered business inefficiencies as a result of Plaintiffs' alleged breach of contract. See example

Counterclaims at ¶¶41-42. Plaintiffs needed their expert to review Giuseppe's financial documents so that they could address Giuseppe's claim for lost revenue and business inefficiencies.

19. Plaintiffs' expert also had to review Giuseppe's documents and those received from its accountant and Bank to determine if there was any relevant evidence as to whether Guiseppe's wrongfully withheld payment from Plaintiffs. Under the Payment Act, Plaintiffs are entitled to "a penalty equal to 1% per month of the amount that was wrongfully withheld." See 73 P.S. 512(a). Giuseppe's was attempting to excuse its failure to pay Plaintiffs based on difficulties an affiliate experienced with the federal government, and Plaintiffs needed to understand how these difficulties impacted Plaintiffs' claim under the Payment Act.

20. Plaintiffs also wanted to know if there was anything in Giuseppe's documents and those produced by its accountant and Bank that would constitute an admission as to the amount claimed by Plaintiffs, and also wanted to know if there was anything in these documents that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Payment Act.

21. I have gone through the invoices from Grant Thornton LLP and Ron Braver & Associates LLC and identified those invoices where the expert was doing document review and analysis and have generally applied 25% of the time to work that was necessary to address the above referenced issues related to Counts 1 and 2 and the Payment Act. I believe 25% is very reasonable, since the expert would have undoubtedly spent well in excess of 25% of his time reviewing these same documents even if Plaintiffs had never pursued the claim asserted in Count 3. I have not included

any of the expert's time for preparation of the reports that were used in conjunction with the non-jury trial on Count 3, and have not included any time after December 2014 when he had completed examination of certain documents received from Giuseppe's Bank.

22. The one exception to the above is the time spent from 7/18- 26/2013, which is work related to the hearing before Judge Ammerman on July 25, 2013, that was independent of any issues related to Count 3. I have included 100% of Ron Braver's time for this work since it was necessitated by the motion Giuseppe's filed with the Court.

23. The total expense being claimed for the expert's time is $22,302.87, which I believe, after considering the amount of documents that he had to review that potentially related to the issues identified above with respect to Counts 1 and 2 and the Payment Act, is a very fair and reasonable amount.

INTEREST AND PENALTY

24. The Payment Act provides for the payment of interest as follows:

> (d) Interest.--Except as otherwise agreed by the parties, if any progress or final payment to a contractor is not paid within seven days of the due date established in subsection (c), the owner shall pay the contractor, beginning on the eighth day, interest at the rate of 1% per month or fraction of a month on the balance that is at the time due and owing.

See 73 P.S. §505(d).

25. The Payment Act provides for the payment of a penalty as follows:

> (a) **PENALTY FOR FAILURE TO COMPLY WITH ACT.**— If arbitration or litigation is commenced to recover payment due under this act and it is determined that an owner, contractor or subcontractor has failed to comply with the payment terms of this act, the arbitrator or court shall award, in addition to all

other damages due, a penalty equal to 1% per month of the amount that was wrongfully withheld. An amount shall not be deemed to have been wrongfully withheld to the extent it bears a reasonable relation to the value of any claim held in good faith by the owner, contractor or subcontractor against whom the contractor or subcontractor is seeking to recover payment.

See 73 P.S. §512(a).

26. Section 2.B. of Arrowhead's Terms and Conditions of Equipment Sale provides for interest at the rate of 1½% per month (18% per annum) on all past due amounts.

27. Attached as Exhibit 7 is a chart showing the calculation of interest and the penalty as of August 31, 2018.

28. There are two separate invoices that make up the amount owed to Arrowhead. The first invoice is the final 15% that was due for the contract amount. This payment was due no later than 60 days after receipt of the equipment. See Plaintiff Exhibit 17. Although the depalletizer and spray cooler were received by August 4, 2005, Giuseppe's raised an issue at trial as to when the TUCS Pouch Cooler was received since it was shipped directly by TUCS to the Giuseppe's plant. To be fair as to the date interest begins to run, I have used September 6, 2005 as the date when all equipment was received. This is based on the minutes of the weekly project meeting on September 6, 2005 wherein there is a reference to Hartness having installed a part on the TUCS Pouch Cooler, which establishes that it had to be received by September 6, 2005 if parts had already been installed on it. See Plaintiff Exhibit 184 at p.1. Sixty days from September 6, 2005 is November 5, 2005, and the Payment Act provides for interest to begin on the eighth day after payment is due, which makes the interest start date November 13, 2005 for the invoice in the amount of $131,940. The invoice for

$2,475 is dated November 21, 2005, and states it is due on receipt. See Plaintiff Exhibit 43. However, in order to be fair, I did not start interest on the eighth day after the invoice date, but provided a 30 day period to make payment, and then started interest on the 38th day following the invoice date.

29. I have calculated interest at both the rate of 18% per annum and 12% per annum since the Court has yet to rule on whether Arrowhead's Terms and Conditions of Equipment Sale apply. If they apply, then the principal, interest and penalty owed to Arrowhead is $650,695.98. If Arrowhead's Terms and Conditions of Equipment Sale do not apply, then the 12% rate provided for in the Payment Act applies and the principal, interest and penalty owed to Arrowhead is $547,439.78.

30. Busse's claim is based on an oral contract and there are no terms associated with payment to Busse. As such, its right to payment is controlled by the Payment Act. Section 505(c) of the Payment Act provides that: "Except as otherwise agreed by the parties, payment of interim and final invoices shall be due from the owner 20 days after the end of a billing period or 20 days after delivery of the invoice, whichever is later." The Busse invoice is dated November 17, 2005. See Plaintiff Exhibit 46. Twenty days thereafter is December 7, and eight days thereafter is December 15, 2005, the date interest begins to accrue. The principal, interest and penalty owed to Busse is $17,856.75.

31. I have also calculated the daily interest owed to Arrowhead at $66.29 based on an interest rate of 18% per annum, and a daily interest or penalty rate of $44.19 based on a rate of 12%. The daily interest and penalty rate on the amount owed to Busse is $1.45 based on a rate of 12%. These additional amounts would be applied

from September 1, 2018 until payment is made of all amounts owed to Plaintiffs.

I, Jonathan Rudd, verify the above statements to the best of my knowledge and information subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

McNEES WALLACE & NURICK LLC

By _____

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Dated: August 31, 2018

CERTIFICATE OF COMPLIANCE

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

Respectfully submitted,

McNEES WALLACE & NURICK LLC

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jrudd@mcneeslaw.com

Dated: August 31, 2018

Attorneys for Arrowhead Conveyor Corporation and Busse/SJI Corporation

EXHIBIT 1

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
12/4/2006	Caron, Noel A.	2.5	$362.50	$145.00	Reviewing documents for Payment Act complaint		
12/6/2006	Dreisbach, Megan N.	2.9	$449.50	$155.00	Conference call with client; interoffice conference with J. Rudd and analyzing records provided by client		
12/7/2006	Dreisbach, Megan N.	7.4	$1,147.00	$155.00	Analyzing information from client and drafting Complaint v. Giuseppe's Finer Foods	$155	Time spent on Count 3
12/19/2006	Dreisbach, Megan N.	0.7	$108.50	$155.00	Revising Complaint v. Giuseppe's Finer Foods		
12/21/2006	Dreisbach, Megan N.	3	$465.00	$155.00	Revising Complaint v. Giuseppe's Finer Foods	$77.50	Time spent on Count 3
12/22/2006	Dreisbach, Megan N.	0.4	$62.00	$155.00	Coordinating filing & service of Complaint v. Giuseppe's Finer Foods		
12/22/2006	Brinley, Josephine M.	0.7	$94.50	$135.00	Reviewing local rules; telephone conference w/Court re filing of Complaint		
12/26/2006	Brinley, Josephine M.	1	$135.00	$135.00	Drafting transmittals to Court and Clearfield County Sheriff		
12/28/2006	Rudd, Jonathan H.	6	$1,500.00	$250.00	Preparing & filing Complaint & corresponding & conferring with client on the same	$250.00	Time spent on Count 3
1/2/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Conference with & corresponding with M. Rogers re filing of Complaint & service of Complaint		
1/15/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Conference with & corresponding with Giuseppe's attorney on case & reviewing documents received from him; corresponding with M. Rogers on having T. Young discuss case with D. Raybuck		
1/17/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Conference with & corresponding with M. Rogers re T. Young's conversation with D. Raybuck & on warranty issues		
1/24/2007	Rudd, Jonathan H.	1.9	$475.00	$250.00	Reviewing correspondence from G. Teufel re whether Payment Act applies to Arrowhead's claim & alleged problems with the depalletizer & spray cooler; researching issues re Payment Act & reviewing file information re depalletizer & spray cooler; call to M. Rogers to discuss conference & correspondence from G. Teufel		
1/27/2007	Rudd, Jonathan H.	1.3	$325.00	$250.00	Preparing memo to M. Rogers re contact with Giuseppe's attorney on proceeding with case & on dealing with alleged deficiency in depalletizer & spray cooler		
1/31/2007	Rudd, Jonathan H.	1.3	$325.00	$250.00	Conference between J. Rudd/M. Rogers re outstanding issues with the equipment; preparing draft letter to Giuseppe's attorney requesting that it provide detailed information on alleged problems with equipment; sending draft letter to M. Rogers for his review		
2/6/2007	Rudd, Jonathan H.	1.7	$425.00	$250.00	Conferences between J. Rudd/M. Rogers and T. Young on obtaining details of Giuseppe's complaints about equipment and on making a decision how to proceed with respect to Payment Act claim; preparing and sending letter to Giuseppe's attorney re request for additional details of complaints with equipment; conference with Giuseppe's attorney re request made in letter		
2/7/2007	Rudd, Jonathan H.	0.7	$175.00	$250.00	Conference between J. Rudd/Giuseppe's attorney re obtaining details of alleged problems with equipment, Payment Act issues, and pursuit of case		
2/12/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Conference with M. Rogers re contact with Guiseppe's attorney on alleged problems and on payment proposal		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
2/21/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Corresponding with M. Rogers and conference with G. Teufel re response to request to provide more specific details on alleged problems with equipment		
2/23/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Conference between J. Rudd/G. Teufel re alleged problems with equipment and Giuseppe's financial condition		
3/5/2007	Rudd, Jonathan H.	0.6	$150.00	$250.00	Corresponding with G. Teufel re Non-Disclosure Agreement; revising Non-Disclosure Agreement and sending to M. Rogers for review		
3/6/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Conference and corresponding with M. Rogers re whether to execute Non-Disclosure Agreement and pursuing Giuseppe's to obtain statement as to alleged problems		
3/12/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Conference between J. Rudd/G. Teufel re alleged problems with machinery		
3/19/2007	Rudd, Jonathan H.	0.5	$125.00	$250.00	Corresponding with G. Teufel re alleged problems and potential for settlement		
3/23/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with M. Rogers re moving forward with matter		
4/9/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Conference between J. Rudd/M. Rogers re proceeding with claim		
4/11/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Conference between J. Rudd/M. Rogers re plan of action for moving forward with case		
4/27/2007	Rudd, Jonathan H.	0.6	$150.00	$250.00	Corresponding with M. Rogers re letter to Giuseppe's attorney; preparing letter to Giuseppe's attorney re non-disclosure agreement and alleged problems with equipment; call to M. Rogers on the same		
5/4/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponing with Giuseppe's attorney and M. Rogers re Confidentiality Agreement and settlement position		
5/11/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Conference between J. Rudd/M. Rogers re letter to G. Teufel; finalizing and sending a letter to G. Teufel; sending Confidentiality Agreement and letter demanding either evidence of alleged problems with equipment or dropping of claim		
5/18/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Corresponding with G. Teufel and M. Rogers re alleged problems and on proceeding with claim		
5/22/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with M. Rogers on proceeding with claim		
5/30/2007	Rudd, Jonathan H.	1.4	$350.00	$250.00	Reviewing loan documents received from G. Teufel; reviewing financial statements received from G. Teufel; corresponding with M. Rogers on loan documents and financial statements; conference between J. Rudd/M. Rogers/P. Munroe re options for proceeding with claim against Giuseppe's		
6/5/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Corresponding with M. Rogers re information he has obtained from review of loan documents		
6/25/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Corresponding with M. Rogers and conference with M. Rogers re loan documentation and demand on Defendants		
6/29/2007	Rudd, Jonathan H.	0.9	$225.00	$250.00	Corresponding with M. Rogers re loan documentation and financial information; drafting letter to Giuseppe's attorney re settlement demand and conference and corresponding with M. Rogers on the same		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
7/10/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Conference between J. Rudd/M. Rogers re proceeding with case and sending letter to G. Teufel re settlement demand		
7/11/2007	Rudd, Jonathan H.	1.5	$375.00	$250.00	Conference between J. Rudd/G. Teufel and J. Rudd/M. Rogers re Giuseppe's financial condition; corresponding with M. Rogers on the same		
7/12/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with M. Rogers on proceeding with claim		
7/23/2007	Rudd, Jonathan H.	1.8	$450.00	$250.00	Conference between J. Rudd/M. Rogers re proceeding with claim; preparing letter to G. Teufel re settlement demand; sending draft letter to M. Rogers with memorandum on options and recommendations		
8/3/2007	Rudd, Jonathan H.	1.7	$425.00	$250.00	Corresponding and conferences with M. Rogers and G. Teufel re Giuseppe's decision to stay in operation and for Raybuck to infuse more money into operations; conferences with M. Rogers re options for moving forward against Giuseppe's and Raybuck and potentially against Bank; corresponding with M. Rogers on the same	$125.00	Time spent on Count 3 and discussing Bank
8/6/2007	Wright, Catherine E.	0.7	$91.00	$130.00	E-mail exchange with J. Rudd; order UCC filings in PA for debtor Giuseppe's Finer Foods, Inc.		
8/8/2007	Wright, Catherine E.	0.7	$91.00	$130.00	Receipt, review, scanning and distribution of UCC filings received for debtor Giuseppe's Finer Foods, Inc.		
8/20/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with M. Rogers re UCC searches		
9/18/2007	O'Hara, Charmaine Y.	0.4	$56.00	$140.00	Preparing for records depositions		
9/19/2007	Rudd, Jonathan H.	3	$750.00	$250.00	Reviewing loan documents from First Commonwealth Bank; preparing subpoena to First Commonwealth Bank and sending to M. Rogers for his review		
9/24/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Conference between J. Rudd/M. Rogers re service of documents related to subpoena on First Commonwealth Bank; conference with C. O'Hara on finalizing and serving documents related to subpoena		
9/24/2007	O'Hara, Charmaine Y.	1.1	$154.00	$140.00	Preparing Notice of Intent and related documents, and correspondence to attorney re Bank subpoena		
9/26/2007	Rudd, Jonathan H.	1	$250.00	$250.00	Conference between J. Rudd/G. Teufel re subpoena upon First Commonwealth Bank and on Giuseppe's current financial condition; corresponding with G. Teufel and M. Rogers on the same		
9/27/2007	Rudd, Jonathan H.	0.4	$100.00	$250.00	Reviewing proposed addendum to Confidentiality Agreement with respect to First Commonwealth Bank Documents and sending to M. Rogers for his execution		
10/9/2007	Rudd, Jonathan H.	0.5	$125.00	$250.00	Correspondence with G. Teufel, M. Rogers and C. O'Hara re obtaining documents from First Commonwealth Bank; conference with M. Rogers re proceeding with case		
10/10/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Corresponding with M. Rogers and G. Teufel re obtaining documents from First Commonwealth Bank		
10/16/2007	O'Hara, Charmaine Y.	0.5	$70.00	$140.00	Preparation of correspondence to bank re service of subpoena for records		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
10/17/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with G. Teufel and M. Rogers re Addendum to Non-Disclosure Agreement related to documents from First Commonwealth Bank		
10/19/2007	Rudd, Jonathan H.	0.2	$50.00	$250.00	Corresponding with C. O'Hara re service of subpoena on First Commonwealth Bank		
10/23/2007	O'Hara, Charmaine Y.	0.2	$28.00	$140.00	Conferring with J. Rudd re confirmation of date Bank subpoena served		
10/25/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Conference between J. Rudd/First Commonwealth Bank's attorney on document production; corresponding with M. Rogers on the same		
11/14/2007	Rudd, Jonathan H.	0.3	$75.00	$250.00	Conference and corresponding with First Commonwealth Bank's attorney re Production of Documents		
11/21/2007	Rudd, Jonathan H.	0.5	$125.00	$250.00	Reviewing documents received from First Commonwealth Bank and corresponding with M. Rogers on the same; corresponding with G. Teufel re status of Giuseppe's payments to other creditors		
4/1/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Conference and corresponding with client representatives re proceeding with case		
4/2/2008	Rudd, Jonathan H.	0.5	$130.00	$260.00	Conference between J. Rudd/T. Young on proceeding with case; preparing documents necessary to move forward with case		
5/2/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Conference between J. Rudd/T. Young re proceeding with the case		
7/9/2008	Rudd, Jonathan H.	1	$260.00	$260.00	Reviewing current status of Giuseppe's business operations; call to G. Teufel's office and corresponding with G. Teufel re proceeding with case		
7/14/2008	Rudd, Jonathan H.	2.3	$598.00	$260.00	Conference between J. Rudd/Defendants' attorney re Defendants' current business operation and financial condition; reviewing pleadings in lawsuit filed by Honest Tea against Giuseppe's for over $1,000,000 related to failed tea bottling contract; corresponding with T. Young on proceeding with case		
7/17/2008	Rudd, Jonathan H.	1.1	$286.00	$260.00	Conferences between J. Rudd/T. Young and J. Rudd/M. Rogers on proceeding with case		
7/18/2008	Rudd, Jonathan H.	0.6	$156.00	$260.00	Conference between J. Rudd/M. Rogers on proceeding with case		
7/23/2008	Rudd, Jonathan H.	4	$1,040.00	$260.00	Reviewing documents and preparing Amended Complaint; corresponding with M. Rogers on filing of Amended Complaint and proceeding with case	$130.00	Time spent on Count 3
7/25/2008	Rudd, Jonathan H.	0.3	$78.00	$260.00	Preparing Amended Complaint for filing and conference between J. Rudd/M. Rogers on the same		
7/29/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Corresponding with M. Rogers on filing of Amended Complaint		
7/30/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Conference between J. Rudd/M. Rogers on filing of First Amended Complaint and on proceeding with case		
7/31/2008	Rudd, Jonathan H.	0.5	$130.00	$260.00	Corresponding with M. Rogers on finalizing First Amended Complaint; corresponding with G. Teufel and M. Rogers re status of Bank's grant of extension of Forbearance Agreement		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
8/1/2008	Rudd, Jonathan H.	2.5	$650.00	$260.00	Reviewing and analyzing Forbearance Agreement between Defendants and First Commonwealth Bank; corresponding with M. Rogers on the Forbearance Agreement; corresponding with M. Rogers on obtaining documents needed to file First Amended Complaint; corresponding with M. Rogers on proceeding with the case; conference between J. Rudd/M. Rogers on proceeding with the case; corresponding with S. Ingersoll on documents needed to file First Amended Complaint and reviewing documents received from S. Ingersoll on the same		
8/5/2008	Rudd, Jonathan H.	3	$780.00	$260.00	Reviewing Division 14 Specifications received from Arrowhead; finalizing and filing First Amended Complaint; preparing and sending letter to G. Teufel re proceeding with case		
8/7/2008	Rudd, Jonathan H.	1	$260.00	$260.00	Conference between J. Rudd/G. Teufel re response to First Amended Complaint and on proceeding with discovery; analyzing options for proceeding with discovery against First Commonwealth Bank, Defendants and Defendants' affiliates		
8/25/2008	Rudd, Jonathan H.	1	$260.00	$260.00	Reviewing and analyzing Defendants' Preliminary Objections and formulating response to same	$52	Time spent on Count 3
8/26/2008	Rudd, Jonathan H.	8	$2,080.00	$260.00	Researching law re issues raised in Defendants' Preliminary Objections to Amended Complaint; preparing response to Defendants' Preliminary Objections	$520.00	Time spent on Count 3
8/27/2008	Rudd, Jonathan H.	1.5	$390.00	$260.00	Researching law on issues to be addressed in response to Defendants' Preliminary Objections to Amended Complaint	$97.50	Time spent on Count 3
8/28/2008	Rudd, Jonathan H.	4.5	$1,170.00	$260.00	Finalizing and filing Response to Defendants' Preliminary Objections to Amended Complaint; preparing and sending letter to G. Teufel re demand that Defendants withdraw the portion of the Preliminary Objections attacking the validity of the oral contract; corresponding with M. Rogers re filing of Preliminary Objections and Plaintiffs' response thereto; preparing Subpoena directed to First Commonwealth Bank for additional documents re relationship between Defendants and Bank	$130.00	Time spent on Count 3
8/29/2008	Rudd, Jonathan H.	1.5	$390.00	$260.00	Conference between J. Rudd/G. Teufel re Defendants' current financial condition and dealings between Defendants and First Commonwealth Bank; preparing documents in order to subpoena documents from First Commonwealth Bank; corresponding with M. Rogers on the same		
9/2/2008	Rudd, Jonathan H.	0.7	$182.00	$260.00	Corresponding with Court re Oral Argument on Defendants' Preliminary Objections		
9/3/2008	O'Hara, Charmaine Y.	0.4	$58.00	$145.00	Preparation of correspondence to court to obtain subpoena for records		
9/8/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Corresponding with Court re scheduling of oral argument on Defendants' Preliminary Objections		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
9/9/2008	O'Hara, Charmaine Y.	0.4	$58.00	$145.00	Preparation of correspondence serving Notice of Intent to Serve Subpoena		
9/11/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Conference between J. Rudd/M. Rogers re proceeding with case		
9/15/2008	Rudd, Jonathan H.	0.2	$52.00	$260.00	Corresponding with Court re Argument on Preliminary Objections		
9/19/2008	Rudd, Jonathan H.	0.8	$208.00	$260.00	Conference between J. Rudd/G. Teufel re Defendants planned withdraw of one Preliminary Objection; conference between J. Rudd/G. Teufel re Subpoena directed to First Commonwealth Bank		
9/23/2008	Rudd, Jonathan H.	1	$260.00	$260.00	Conferences with G. Teufel on Subpoena directed to First Commonwealth Bank; conference with G. Teufel on Defendant's proposal for Arrowhead to buy back certain equipment at a reduced price; reviewing documents re equipment Defendants are looking to sell; conference between J. Rudd/M. Rogers on the same; corresponding with G. Teufel on putting Defendants' settlement position in writing		
9/24/2008	Rudd, Jonathan H.	0.5	$130.00	$260.00	Corresponding with G. Teufel and M. Rogers re Defendants' proposal for Arrowhead to purchase pouch cooler and associated conveyor for a reduced price; conference with M. Rogers on proceeding with claim		
9/26/2008	Rudd, Jonathan H.	0.6	$156.00	$260.00	Conference between J. Rudd/M. Rogers on plan of action for proceeding with claim; sending M. Rogers written plan of action and options for proceeding with matter		
9/30/2008	Rudd, Jonathan H.	0.8	$208.00	$260.00	Conference with G. Teufel and corresponding with M. Rogers re Defendants' intent to sell pouch cooler; reviewing Defendants' Objection to Subpoena on First Commonwealth Bank; conference with C. O'Hara on filing Motion to Compel with respect to Subpoena directed to First Commonwealth Bank		
9/30/2008	O'Hara, Charmaine Y.	1.7	$246.50	$145.00	Conferring with J. Rudd, and reviewing state and county court rules re responding to subpoena objection; reviewing previous discovery re subpoena to Bank; and preparing draft of motion		
10/1/2008	Rudd, Jonathan H.	0.9	$234.00	$260.00	Reviewing Defendants' Amendment to Preliminary Objections and corresponding with M. Rogers on the same; conference between J. Rudd/T. Young on proceeding with case; analyzing steps that need to be taken in order to proceed with case		
10/2/2008	Rudd, Jonathan H.	0.7	$182.00	$260.00	Conference between J. Rudd/G. Teufel re proceeding with case		
10/8/2008	O'Hara, Charmaine Y.	1.8	$261.00	$145.00	Preparing draft of motion to overrule subpoena objections		
10/13/2008	Rudd, Jonathan H.	2	$520.00	$260.00	Finalizing and filing Motion to Overrule Defendants' Objections to Subpoena upon First Commonwealth Bank; reviewing and revising Stipulated Protective Order re documents produced by the parties or any third party; corresponding with Defendants' attorney re Stipulated Protective Order		
10/13/2008	O'Hara, Charmaine Y.	1.6	$232.00	$145.00	Reviewing and revising motion and conferring with J. Rudd re same		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
10/14/2008	Rudd, Jonathan H.	0.7	$182.00	$260.00	Reviewing final version of Stipulated Protective Order; executing and returning Stipulated Protective Order to Defendants' attorney; conference between J. Rudd/Judge Ammerman's office and corresponding with G. Teufel re argument on Motion to Overrule Objections to Subpoena upon First Commonwealth Bank		
10/21/2008	Rudd, Jonathan H.	7.8	$2,028.00	$260.00	Preparing for and attending Argument on Defendants' Preliminary Objections and on Plaintiffs' Motion to Overrule Objections to Subpoena upon First Commonwealth Bank; conference with Defendants' attorney re potential resolution of claim for piercing the corporate veil		
10/27/2008	Rudd, Jonathan H.	2.2	$572.00	$260.00	Reviewing Court's Order re briefing on outstanding motions and call to M. Rogers on the same; conference with G. Teufel re outstanding matters; researching law re factors to be considered in determining whether equipment is an improvement to real property; corresponding with M. Rogers on Payment Act issues and on issues involving piercing the corporate veil		
11/6/2008	DeAngelo, James P.	0.9	$270.00	$300.00	Receipt and review of client correspondence re litigation; analysis of same; advice re next steps in litigation		
11/11/2008	Rudd, Jonathan H.	5	$1,300.00	$260.00	Reviewing documents received from Arrowhead re equipment installation and whether it was intended to be fastened to floor; conferences between J. Rudd/D. Wokas and J. Rudd/C. Lindauer re equipment designed and installation issues; researching law in preparation for Briefs in Opposition to Defendants' Preliminary Objections and in Support of Motion to Overrule Objections to Subpoena upon First Commonwealth Bank	$260.00	Time spent on Count 3
11/12/2008	Rudd, Jonathan H.	2.5	$650.00	$260.00	Preparing Brief in Opposition to Defendants' Preliminary Objections	$162.50	Time spent on Count 3
11/12/2008	DeAngelo, James P.	0.7	$210.00	$300.00	Preparing for and participating in client conference call		
11/13/2008	Rudd, Jonathan H.	8	$2,080.00	$260.00	Researching law, preparing, finalizing and filing Brief in Opposition to Defendants' Preliminary Objections; researching law, preparing, finalizing and filing Brief in Support of Motion to Overrule Objections to Subpoena upon First Commonwealth Bank	$260.00	Time spent on Count 3
11/24/2008	Rudd, Jonathan H.	3	$780.00	$260.00	Analyzing Defendants' Brief in support of their Preliminary Objections; preparing and filing Reply Brief in Opposition to Defendants' Preliminary Objections	$195.00	Time spent on Count 3
12/3/2008	Rudd, Jonathan H.	0.2	$54.00	$270.00	Reviewing Defendants' Reply Brief in Support of its Preliminary Objections and its Objections to Subpoena upon First Commonwealth Bank		
1/7/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Conference between J. Rudd/M. Rogers re status of the case		
1/20/2009	Rudd, Jonathan H.	1.1	$297.00	$270.00	Reviewing Court's Decision denying majority of Preliminary Objections and ordering more specificity with respect to claim by Busse; researching file to determine additional allegations that need to be made on behalf of Busse; corresponding with M. Rogers re proceeding with claim against defendants		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
1/21/2009	Rudd, Jonathan H.	0.6	$162.00	$270.00	Conference and corresponding with G. Teufel re proceeding with case		
1/26/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Conference between J. Rudd/M. Rogers re proceeding with case		
2/2/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Corresponding with M. Rogers re obtaining statement from G. Somerset		
2/5/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Conference between J. Rudd/M. Rogers re status of G. Somerset's statement		
2/9/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Corresponding with M. Rogers re providing factual support for Busse's claim for field service work		
2/12/2009	Rudd, Jonathan H.	2.1	$567.00	$270.00	Preparing for and conference with J. Jedlowski re detailed statement on Busse's work; reviewing documents received from J. Jedlowski re Busse's field service work; conference with M. Rogers on the same; reviewing correspondence from M. Rogers and corresponding with J. Jedlowski on following up with G. Somerset; conferences between J. Rudd/G. Somerset and J. Rudd/M. Rogers re detailed statement as to G. Somerset's field service work		
2/13/2009	Rudd, Jonathan H.	0.3	$81.00	$270.00	Reviewing G. Somerset's statement re work performed on depalletizer; corresponding with G. Somerset on the same and on work performed on cooler		
2/16/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Reviewing G. Somerset's statement re work performed on the cooler		
3/10/2009	Rudd, Jonathan H.	2	$540.00	$270.00	Preparing Second Amended Complaint		
3/17/2009	Rudd, Jonathan H.	0.4	$108.00	$270.00	Reviewing correspondence from M. Rogers and conference with M. Rogers on document request directed to defendants		
3/19/2009	Rudd, Jonathan H.	0.5	$135.00	$270.00	Corresponding with M. Rogers re filing of Second Amended Complaint and filing the same		
4/2/2009	Rudd, Jonathan H.	1.5	$405.00	$270.00	Conference between J. Rudd/Defendants' attorney re inspection of equipment, production of accounting information, and proceeding with case; corresponding with M. Rogers on the same	$101.25	Time spent on Count 3
4/13/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Reviewing Defendants' Preliminary Objections as to Busse's claim asserted under the Payment Act		
4/27/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Reviewing Defendants' response to Plaintiffs' document request		
4/28/2009	Rudd, Jonathan H.	1	$270.00	$270.00	Conference between J. Rudd/G. Teufel re argument and briefing on Preliminary Objections, completion of discovery and pursuing claim against D. Raybuck	$67.50	Time spent on Count 3
4/29/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Corresponding with Defendants' attorney re canceling oral argument and submitting matter of Defendants' Preliminary Objections to Court on briefs		
5/4/2009	Rudd, Jonathan H.	0.2	$54.00	$270.00	Reviewing Court's Order re briefing on Preliminary Objections and formulating response to Preliminary Objections		
5/5/2009	Rudd, Jonathan H.	0.4	$108.00	$270.00	Corresponding with Defendants' attorney re Defendants' Preliminary Objections and on inspection of equipment and inspection and review of financial documents; preparing Answer to Preliminary Objections		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
5/6/2009	Rudd, Jonathan H.	2.9	$783.00	$270.00	Reviewing and analyzing Defendants' Preliminary Objections to Busse's claim under the Payment Act; preparing response to Preliminary Objections; corresponding with M. Rogers re inspection of equipment and inspection and review of financial documents	$54.00	Time spent on Count 3
5/29/2009	Rudd, Jonathan H.	3.8	$1,026.00	$270.00	Preparing and filing Brief in Opposition to Defendants' Preliminary Objections to Busse's Payment Act claim; conferences between J. Rudd/M. Rogers re document inspection; conference with Defendants' attorney re document inspection; researching background information on Fresh Harvest River as new operating entity of Defendants' business; corresponding with M. Rogers on proceeding with the case	$135.00	Time spent on Count 3
6/2/2009	Rudd, Jonathan H.	0.5	$135.00	$270.00	Reviewing Defendants' Brief Supporting its Preliminary Objections against Busse's Payment Act claim; corresponding with M. Rogers on proceeding with inspection of financial documents	$27.00	Time spent on Count 3
6/5/2009	Rudd, Jonathan H.	0.6	$162.00	$270.00	Corresponding and conference between J. Rudd/M. Rogers re his contacts with Bank and the Bank's attorney on document inspection; conference between J. Rudd/M. Rogers re his contacts with Defendants' accountant and his plan for review of Defendants' financial documents	$81.00	Time spent on Count 3
7/30/2009	Rudd, Jonathan H.	0.4	$108.00	$270.00	Reviewing Court's Order denying Defendants' Preliminary Objections to Second Amended Complaint; corresponding with M. Rogers and G. Teufel on the same		
8/20/2009	Rudd, Jonathan H.	0.9	$243.00	$270.00	Reviewing and analyzing Defendants' Answer, New Matter and Counterclaim and preparing Reply to New Matter and Counterclaim		
8/21/2009	Rudd, Jonathan H.	0.6	$162.00	$270.00	Conference between J. Rudd/Defendants' attorney on Defendants' Counterclaim and on proceeding with case; preparing Response to Defendants' Counterclaim		
8/24/2009	Rudd, Jonathan H.	2.8	$756.00	$270.00	Preparing Reply to New Matter and Counterclaim; preparing New Matter to Counterclaim		
8/25/2009	Davidson, Clayton W.	0.3	$79.50	$265.00	Advice re collection strategy		
10/6/2009	Rudd, Jonathan H.	2.3	$621.00	$270.00	Conference between J. Rudd/T. Young on proceeding with case and on forensic accountant's review of Defendants' documents; preparing Reply to New Matter and Counterclaim and corresponding with T. Young on the same	$81.00	Time spent on Count 3
11/5/2009	Rudd, Jonathan H.	0.8	$216.00	$270.00	Conference between J. Rudd/M. Stringfield re Response to Counterclaim; reviewing documents to be sent to J. Slavek and sending the same	$108.00	Time spent on Count 3
1/15/2010	Rudd, Jonathan H.	0.2	$57.00	$285.00	Conference between J. Rudd/T. Young on Response to Counterclaim and dealing with accountant on obtaining information to support claim of piercing the corporate veil	$28.50	Time spent on Count 3
12/7/2010	Rudd, Jonathan H.	0.3	$85.50	$285.00	Corresponding with M. Stringfield and T. Young re proceeding with case		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
5/23/2011	Rudd, Jonathan H.	1.4	$399.00	$285.00	Conferences between J. Rudd/R. Braver on his discussions with Defendant's attorney and accountant; preparing letter to Defendant's attorney re documents to be produced	$199.50	Time spent on Count 3
6/8/2011	Rudd, Jonathan H.	1.2	$342.00	$285.00	Reviewing and analyzing Grant Thornton's report on its phase one investigation, as well as supporting documents; corresponding with R. Braver on the same	$171.00	Time spent on Count 3
6/16/2011	Rudd, Jonathan H.	0.5	$142.50	$285.00	Conference and corresponding with R. Braver re forensic accounting review and on scheduling conference call to discuss matter with client	$71.25	Time spent on Count 3
6/29/2011	Rudd, Jonathan H.	0.4	$114.00	$285.00	Conference between J. Rudd and G. Teufel and corresponding with R. Braver and client representatives re scheduling and performance of document inspection	$57.00	Time spent on Count 3
7/6/2011	Rudd, Jonathan H.	0.3	$85.50	$285.00	Conference between J. Rudd/R. Braver re forensic accounting investigation	$42.75	Time spent on Count 3
7/27/2011	Rudd, Jonathan H.	0.2	$57.00	$285.00	Corresponding with R. Braver and G. Teufel re document inspection scheduled for the week of August 1, 2011	$28.50	Time spent on Count 3
7/29/2011	Rudd, Jonathan H.	0.5	$142.50	$285.00	Corresponding with R. Braver and G. Teufel re documents to be produced for inspection to start on August 1, 2011; corresponding with R. Braver on importance of detailing events that transpire during inspection	$71.25	Time spent on Count 3
8/1/2011	Rudd, Jonathan H.	1.2	$342.00	$285.00	Corresponding with G. Teufel and R. Braver re document inspection; researching law re piercing the corporate veil; additional telephone conversations with R. Braver and J. Bautista re progress of document inspection and documents that still need to be produced	$285.00	Time spent on Count 3
8/2/2011	Rudd, Jonathan H.	2.6	$741.00	$285.00	Conference and corresponding with R. Braver and J. Bautista re their ongoing document inspection; researching file for documentation involving creditor performance and Raybuck; corresponding with G. Teufel re additional documents to be produced; researching issues re release of funds placed in escrow when Arrowhead filed lien claim	$684.00	Time spent on Count 3
8/3/2011	Rudd, Jonathan H.	2.7	$769.50	$285.00	Corresponding with R. Braver and G. Teufel re ongoing document inspection; conferences between J. Rudd/R. Braver/J. Bautista re status of their document inspection; corresponding with R. Braver/J. Bautista on the same; further conferences between J. Rudd/R. Braver/J. Bautista on conclusion of their document inspection for the day and next steps for obtaining necessary information to support piercing the corporate veil	$627.00	Time spent on Count 3
8/8/2011	Rudd, Jonathan H.	1.4	$399.00	$285.00	Reviewing correspondence from R. Braver re documents he inspected; conference with R. Braver and corresponding with G. Teufel re production of electronic data	$285.00	Time spent on Count 3
9/27/2011	O'Hara, Charmaine Y.	0.3	$54.00	$180.00	Conferring with J. Rudd and teleconference with court re local procedure to obtain subpoenas		
9/28/2011	Rudd, Jonathan H.	0.2	$57.00	$285.00	Conference between J. Rudd/J. Bautista re content of subpoenas; preparation of subpoenas		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
9/30/2011	Rudd, Jonathan H.	3.2	$912.00	$285.00	Reviewing previous discovery and correspondence with R. Braver/J. Bautista and preparing additional discovery requests, including subpoenas and requests for production of documents; corresponding with R. Braver and J. Bautista re proceeding with discovery and issues related to piercing the corporate veil	$712.50	Time spent on Count 3
9/30/2011	O'Hara, Charmaine Y.	0.4	$72.00	$180.00	Preparation of correspondence to court requesting subpoenas		
9/30/2011	O'Hara, Charmaine Y.	1.5	$270.00	$180.00	Reviewing private and public information about defendants for due diligence	$180.00	Time spent on Count 3
10/10/2011	Rudd, Jonathan H.	1.8	$513.00	$285.00	Reviewing financial documents received from R. Braver; finalizing subpoena documentation; finalizing second request for production of documents; serving discovery requests on Defendants' counsel	$399.00	Time spent on Count 3
10/11/2011	O'Hara, Charmaine Y.	1.1	$198.00	$180.00	Reviewing and revising duces tecum for records subpoenas; preparing notice of intent; conferring with J. Rudd re same	$144.00	Time spent on Count 3
10/12/2011	Rudd, Jonathan H.	1	$285.00	$285.00	Conference between J. Rudd/R. Braver re document requests; preparing third request for production of documents to Defendant; finalizing and serving subpoena related documents	$213.75	Time spent on Count 3
10/12/2011	O'Hara, Charmaine Y.	2.1	$378.00	$180.00	Preparing subpoenas, completing notice of intent, and preparing correspondence to attorney serving notice	$283.50	Time spent on Count 3
10/13/2011	Rudd, Jonathan H.	1	$285.00	$285.00	Conference between J. Rudd/T. Young, J. Bautista, and R. Braver re proceeding with case; follow-up conferences and correspondence with R. Braver on proceeding with case and request for documents	$142.50	Time spent on Count 3
10/13/2011	O'Hara, Charmaine Y.	1	$180.00	$180.00	Reviewing public information for current addresses of records deponents	$135.00	Time spent on Count 3
10/14/2011	O'Hara, Charmaine Y.	1.4	$252.00	$180.00	Reviewing public information for current addresses and status of records deponents	$189.00	Time spent on Count 3
4/25/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Reviewing Court's Order scheduling status conference and corresponding with J. Bautista on proceeding with case		
5/7/2013	Rudd, Jonathan H.	0.9	$274.50	$305.00	Conference between J. Rudd/Defendants' attorney and preparing for conference with Judge Ammerman		
5/8/2013	Rudd, Jonathan H.	7.4	$2,257.00	$305.00	Preparing for and attending conference with Judge Ammerman to discuss further proceeding with case; conferences with Defendants' attorney and potential local counsel on the same; researching issues regarding Defendants' request for dismissal of case		
5/15/2013	Rudd, Jonathan H.	1.4	$427.00	$305.00	Researching law and analyzing issues regarding Defendants' intended motion to dismiss		
5/23/2013	Rudd, Jonathan H.	2.6	$793.00	$305.00	Preparing reply to counterclaim; corresponding with J. Bautista on proceeding with case; researching issues regarding sale of equipment as it pertains to Defendants' counterclaim		
5/29/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Conference between J. Rudd/J. Bautista/T. Young/P. Vincent on proceeding with case		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
5/31/2013	Rudd, Jonathan H.	1.6	$488.00	$305.00	Finalizing and filing reply to counterclaim; corresponding with client regarding proceeding with case; reviewing documents regarding outstanding discovery issues and claim regarding alleged problems with equipment; conference and corresponding with M. Stringfield regarding issues related to equipment		
6/3/2013	Rudd, Jonathan H.	0.4	$122.00	$305.00	Corresponding with potential local counsel regarding assisting with case		
6/10/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Reviewing Defendants' motion to dismiss for failure to prosecute		
6/19/2013	Rudd, Jonathan H.	1.1	$335.50	$305.00	Corresponding with J. Bautista regarding handling of hearing scheduled for July 25, 2013; corresponding regarding retention of local counsel and transcript of May 8, 2013 argument; corresponding with local counsel on his involvement in case		
6/20/2013	Rudd, Jonathan H.	2	$610.00	$305.00	Conference between T. Young/J. Rudd regarding handling of Defendants' motion for non pros; preparing interrogatories and document requests related to hearing for July 25, 2013; corresponding with client on identifying witnesses for evidentiary hearing; reviewing documents on the same		
6/21/2013	Rudd, Jonathan H.	1.6	$488.00	$305.00	Corresponding with R. Braver and reviewing information on potential witnesses for hearing on July 25, 2013; corresponding with J. Sughrue regarding potential witnesses and subpoena on L. Sicard; preparing and serving notice to attend on D. Raybuck		
6/28/2013	Rudd, Jonathan H.	0.4	$122.00	$305.00	Conference between J. Rudd/local counsel on service of subpoenas and contacting potential witnesses		
7/1/2013	Rudd, Jonathan H.	0.8	$244.00	$305.00	Conferences between J. Rudd/P. Vincent, and R. Braver on preparing for hearing; corresponding with Arrowhead on preparation for hearing		
7/11/2013	Rudd, Jonathan H.	0.5	$152.50	$305.00	Conference between J. Rudd/local counsel on preparing for hearing scheduled for July 25, 2013		
7/17/2013	Rudd, Jonathan H.	1	$305.00	$305.00	Preparing for hearing and corresponding with local counsel on subpoenas and witnesses for hearing; corresponding with G. Somerset on preparing for his testimony		
7/18/2013	Rudd, Jonathan H.	3	$915.00	$305.00	Preparing for and participating in conference call with witnesses and client representatives to prepare for hearing; preparing witness outlines for hearing		
7/19/2013	Rudd, Jonathan H.	5.2	$1,586.00	$305.00	Preparing and filing response to Defendant's Motion for Non Pros		
7/22/2013	Rudd, Jonathan H.	1.1	$335.50	$305.00	Conference between J. Rudd/J. Sughrue and with G. Teufel; preparing for hearing scheduled for 7/25/13		
7/23/2013	Rudd, Jonathan H.	1.7	$518.50	$305.00	Preparing for hearing scheduled for July 25, 2013 and corresponding with R. Braver on preparing for his testimony		
7/24/2013	Rudd, Jonathan H.	7.1	$2,165.50	$305.00	Preparing for hearing scheduled for 7/25/13; assembling exhibits for hearing; outlining testimony for hearing; corresponding with R. Braver on his hearing testimony; conference between J. Rudd/defendants' attorney on documents to be produced at hearing; reviewing Defendants' discovery response re hearing issues		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
7/25/2013	Rudd, Jonathan H.	12	$3,659.50	$305.00	Preparing for and attending hearing in Clearfield County on Defendants' Motion to Dismiss; meeting with clients to go over hearing preparation and proceeding with case		
7/26/2013	Rudd, Jonathan H.	2	$610.00	$305.00	Preparing factual support for brief opposing Motion to Dismiss		
7/30/2013	Rudd, Jonathan H.	0.3	$91.50	$305.00	Conference and corresponding with court reporter and with J. Sughrue re transcript of Raybuck's testimony and post-hearing briefing		
7/31/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Conference between J. Rudd/R. Braver on factual issues related to Brief in Opposition to Motion to Dismiss		
8/5/2013	Rudd, Jonathan H.	3	$915.00	$305.00	Reviewing and analyzing Defendants' Brief in Support of Motion for Judgment of Non Pros; researching legal issues associated with Defendants' Brief		
8/9/2013	Rudd, Jonathan H.	6.1	$1,860.50	$305.00	Researching law and preparing brief in opposition to motion for judgment of non pros		
8/12/2013	Rudd, Jonathan H.	2.1	$640.50	$305.00	Preparing Brief in Opposition to Motion for Judgment of Non Pros; corresponding with J. Sughrue on finalizing and filing the same; corresponding with client on filings re Defendant's Motion		
8/22/2013	Rudd, Jonathan H.	0.3	$91.50	$305.00	Conference between J. Rudd/G. Teufel re defendant's intention to file Reply Brief; conference between J. Rudd/J. Sughrue re Order Denying Motion to Dismiss; conference between J. Rudd/J. Sughrue on pursuing Motion to Compel		
8/29/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Conference and corresponding with G. Teufel on proposed motion for bifurcation of claims		
9/3/2013	Rudd, Jonathan H.	0.7	$213.50	$305.00	Reviewing Motion and Brief for Reconsideration of Dismissal of Motion for Judgment of Non Pros and corresponding with client re same		
9/4/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Corresponding with J. Sughrue on proceeding with case		
9/5/2013	Rudd, Jonathan H.	0.2	$61.00	$305.00	Reviewing Court's Order dismissing motion for reconsideration and corresponding with J. Sughrue and client on the same		
9/6/2013	Rudd, Jonathan H.	0.3	$91.50	$305.00	Conference and corresponding with R. Braver and J. Sughrue on proceeding with case		
9/9/2013	Rudd, Jonathan H.	1.6	$488.00	$305.00	Preparing for and participating in call with J. Sughrue re motion to bifurcate piercing the corporate veil claim; conference call with client to discuss motion to bifurcate and motion to compel discovery from defendants and third parties		
1/13/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Corresponding with client and defendants' attorney re Motion for Bifurcation and proceeding with case		
1/14/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with defendants' attorney and client on Motion for Bifurcation		
1/23/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference and corresponding with Defendant's counsel re pretrial conference scheduled for 2/7/14		
1/24/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Reviewing Order on pre-trial conference; corresponding with client on handling of same		
1/27/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with J. Sughrue re pretrial conference issues		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
2/4/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with defendants' counsel re pretrial conference and corresponding with client re same		
3/10/2014	Rudd, Jonathan H.	0.9	$283.50	$315.00	Conferences between J. Rudd/G. Teufel and J. Rudd/J. Sughrue re pretrial conference and Motion for Bifurcation; addressing issues re joint motion for a status conference; conference between J. Rudd/J. Sughrue on handling of status conference and Motion for Bifurcation		
3/11/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Preparing Response to Motion for Bifurcation; addressing issues regarding status conference		
3/14/2014	Rudd, Jonathan H.	2.2	$693.00	$315.00	Researching law and preparing and filing response to Motion for Bifurcation		
3/17/2014	Rudd, Jonathan H.	0.7	$220.50	$315.00	Conference between J. Rudd/T. Teufel regarding motion to compel discovery and scheduling discovery; reviewing documentation regarding outstanding discovery		
3/18/2014	Rudd, Jonathan H.	0.8	$252.00	$315.00	Corresponding with J. Sughrue re Motion for Bifurcation and proceeding with case		
3/25/2014	Rudd, Jonathan H.	0.6	$189.00	$315.00	Conference and corresponding with J. Bautista on proceeding with case; conference and corresponding with J. Sughrue on proceeding with case		
3/26/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Corresponding with client on proceeding with case and conference with J. Bautista re same		
4/3/2014	Rudd, Jonathan H.	1.4	$441.00	$315.00	Conference between J. Rudd/G. Teufel regarding Case Management Order and Stipulation on Schedule; corresponding with G. Teufel and revisions to Case Management Order; executing Stipulation and corresponding with counsel re same		
4/29/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with J. Bautista and R. Braver on proceeding with claim		
5/14/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Corresponding with clients and R. Braver, and corresponding with G. Teufel re inspection of documents		
6/2/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Preparing for and participating in call with G. Teufel to discuss proceeding with discovery		
6/3/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Conference with R. Braver and J. Bautista; assembling information for R. Braver and J. Bautista; conference between J. Rudd/G. Teufel on continuing with discovery; follow-up conference with J. Bautista and R. Braver on the same; corresponding with G. Teufel on discovery issues	$157.50	Time spent on Count 3
6/9/2014	Rudd, Jonathan H.	0.3	$94.50	$315.00	Corresponding and conference with G. Teufel and R. Braver re document review		
6/10/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Corresponding and conference with G. Teufel re review of documents possessed by First Commonwealth Bank; further conference between J. Rudd/G. Teufel on discovery issues	$78.75	Time spent on Count 3
6/11/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Corresponding and addressing issues re subpoena directed to First Commonwealth Bank; preparing subpoena to Bank and conference and corresponding with R. Braver and G. Teufel on the same	$236.25	Time spent on Count 3

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
6/12/2014	Rudd, Jonathan H.	0.9	$283.50	$315.00	Conference between J. Rudd/G. Teufel and J. Rudd/attorney for First Commonwealth Bank re review of Bank's documents; corresponding with R. Braver on the same	$141.75	Time spent on Count 3
6/17/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Preparing subpoenas and related documents; corresponding with Bank's attorney and client on the same	$78.75	Time spent on Count 3
6/18/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference between J. Rudd/R. Braver on document inspection	$31.50	Time spent on Count 3
6/19/2014	Rudd, Jonathan H.	5.8	$1,827.00	$315.00	Preparing and corresponding with J. Sughrue on motion to compel discovery responses; conference between J. Rudd/J. Sughrue and corresponding with counsel on subpoenas to Bank and McGrath	$913.50	Time spent on Count 3
6/24/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Conference and corresponding with J Sughrue re proceeding with case; conference between J Rudd/G Teufel and corresponding with client re proceeding with claim	$78.75	Time spent on Count 3
7/1/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference between J Rudd/Defendants' attorney re document production issues		
7/8/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding and conference with G Teufel on depositions		
7/11/2014	Rudd, Jonathan H.	1	$315.00	$315.00	Corresponding with Defendants' attorney and client re depositions; preparing discovery responses		
7/14/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with client and G Teufel re depositions		
7/16/2014	Rudd, Jonathan H.	0.6	$189.00	$315.00	Conference between J Rudd/Defendant's attorney on discovery issues		
7/21/2014	Rudd, Jonathan H.	2.9	$913.50	$315.00	Conference between J Rudd/J Sughrue, G Teufel, and M Spacowicz on depositions and discovery issues; conference between J Rudd/R Braver on deposition issues and further document review; call between J Rudd/T Young and J Bautista on deposition issues; preparing a response to Defendants' discovery request		
7/22/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with client re deposition scheduling and document review		
7/23/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Conference between J Rudd/J Sughrue on preparing for argument on motion to compel; corresponding with client on depositions; conference with P Vincent on discovery response	$63.00	Time spent on Count 3
7/24/2014	Rudd, Jonathan H.	5.8	$1,827.00	$315.00	Conferences between J Rudd/J Sughrue on argument preparation and proceeding with discovery; conferences between J Rudd/client on discovery responses; finalizing and serving discovery responses; corresponding with Defendants' attorney on additional discovery issues		
7/25/2014	Rudd, Jonathan H.	1	$315.00	$315.00	Corresponding with G. Teufel on subpoena to Bank and McGrath; corresponding with J. Sughrue on service of subpoenas; corresponding with P. Vincent on document production and attachment of equipment to floor	$63.00	Time spent on Count 3
7/27/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Corresponding with J Sughrue re argument on motion to compel and on service of subpoenas on Bank and McGrath; corresponding with G Teufel re waiver of objection to subpoena on Bank; revising waiver and sending to G Teufel for execution	$78.75	Time spent on Count 3

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
7/28/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Corresponding with G Teufel re subpoena on Bank; corresponding with P Vincent re document production; corresponding with J Sughrue on addressing discovery issues	$78.75	Time spent on Count 3
7/29/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Corresponding with M Stringfield and L Ham on production of e-mails		
7/30/2014	Rudd, Jonathan H.	1.9	$598.50	$315.00	Preparing interrogatories directed to defendants'; corresponding with client and L Ham on review of documents from G Teufel and on collecting documents to serve on G Teufel	$299.25	Time spent on Count 3
7/30/2014	Ham, Lori A.	1	$210.00	$210.00	Discussion with J. Rudd re outlook e-mail production produced by opposing counsel; reviewing documents to ensure accessibility; discussion with client re same		
7/31/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Reviewing motion to compel depositions of T Young and J Kaplan in Pennsylvania and addressing the same; corresponding with P Vincent re preparing for his deposition		
7/31/2014	Ham, Lori A.	2.5	$525.00	$210.00	Receiving additional data from client; corresponding with J. Rudd re processing data into Nextpoint repository; setting up training for Friday morning re accessing and reviewing documents in Nextpoint		
8/1/2014	Ham, Lori A.	5.5	$1,155.00	$210.00	Setting up Nextpoint documents into subreviews for ease of review; coding types of documents for searching reference in Nextpoint; participating in conference call with clients to train them on accessing and reviewing documents in Nextpoint; corresponding with J. Rudd re status		
8/4/2014	Rudd, Jonathan H.	1	$315.00	$315.00	Conferences between J Rudd/J Bautista re depositions and defendants' document production; reviewing motion to compel depositions of T Young and J Kaplan in Pennsylvania; conference between J Rudd/J Sughrue on responding to motion to compel; corresponding with client re depositions scheduling		
8/4/2014	Ham, Lori A.	1	$210.00	$210.00	Modifying Nextpoint repository allowing additional users to access documents; discussion with clients re same		
8/5/2014	Rudd, Jonathan H.	5.1	$1,606.50	$315.00	Reviewing discovery received from defendants; reviewing discovery to be produced to defendants; researching law re motion to compel depositions in Pennsylvania; conference with client re deposition preparation and on proceeding with case; preparing response to motion to compel depositions in Pennsylvania; corresponding with defendants' attorney on discovery issues		
8/5/2014	Ham, Lori A.	1.5	$315.00	$210.00	Discussion with J. Rudd and B. Zellers re documents to be produced in matter		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
8/6/2014	Rudd, Jonathan H.	6.7	$2,110.50	$315.00	Preparing response to emergency motion to compel re location of deposition of T Young and J Kaplan; corresponding with J Sughrue on filing response; corresponding with J Sughrue on subpoena directed to Bank and McGrath; corresponding with J Sughrue on discovery issues and document production; reviewing documents to be produced to defendants; reviewing Court's Order denying motion to compel further discovery responses; corresponding with client and R Braver on proceeding with case in consideration of Court's ruling; conference and corresponding with Bank's attorney on review of bank documents; corresponding with G Teufel on plaintiffs' document production	$157.50	Time spent on Count 3
8/6/2014	Ham, Lori A.	2	$420.00	$210.00	Preparing production copies of e-mails, engineering and sales files per J. Rudd's request		
8/7/2014	Rudd, Jonathan H.	3.8	$1,197.00	$315.00	Conference between J Rudd/clients re preparing for depositions and proceeding with discovery on issues of piercing the corporate veil; corresponding with J Sughrue on discovery issues; corresponding with Defendants' attorney and clients re depositions and document production issues; further correspondence with Defendants' counsel and clients and with J Sughrue on discovery issues	$157.50	Time spent on Count 3
8/8/2014	Rudd, Jonathan H.	0.6	$189.00	$315.00	Corresponding with Defendants' attorney and client re document production and deposition issues		
8/9/2014	Rudd, Jonathan H.	0.7	$220.50	$315.00	Preparing for depositions of Arrowhead's employees		
8/10/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Corresponding with P Vincent re deposition testimony; preparing for depositions of Arrowhead's employees		
8/11/2014	Rudd, Jonathan H.	12	$3,780.00	$315.00	Preparing for and attending deposition of P Vincent; meetings between J Rudd/G Somerset to prepare for his deposition; corresponding with and reviewing documents from J Bautista and M Stringfield related to deposition preparation		
8/12/2014	Rudd, Jonathan H.	12	$3,780.00	$315.00	Preparing for and attending deposition of G Somerset; preparing for and attending deposition of J Bautista; conferences between J Rudd/P Vincent re preparing for deposition of R Vaughn; preparing for and taking deposition of R Vaughn		
8/13/2014	Rudd, Jonathan H.	3.4	$1,071.00	$315.00	Addressing issues re depositions of L Sicard and D Raybuck; reviewing transcript of hearing re motion to compel production of documents and corresponding on continuing with discovery and obtaining all financial and related records needed for R Braver's report; conference call with client to discuss proceeding with case; conference call with R Braver/J Bautista on preparing for D Raybuck's deposition and on obtaining information needed by R Braver	$157.50	Time spent on Count 3
8/14/2014	Rudd, Jonathan H.	1.3	$409.50	$315.00	Conference between J Rudd/R Braver re documents needed for his expert report and opinions to be provided in expert report; preparing deposition notices for corporate defendants, L Sicard, and D Raybuck, and corresponding on the same; arranging for defendants' depositions	$157.50	Time spent on Count 3

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
8/15/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Corresponding with R Braver and J Bautista on preparing for Raybuck's deposition; preparing and serving deposition notices for defendants' depositions; further correspondence re discovery issues		
8/18/2014	Rudd, Jonathan H.	3.9	$1,228.50	$315.00	Preparing for deposition of L. Sicard and D. Raybuck; corresponding with Defendants' attorney re deposition exhibits and financial and accounting documents; conference between J. Rudd/R. Braver on questions to ask at deposition and on documents he still needs for his expert report	$157.50	Time spent on Count 3
8/19/2014	Rudd, Jonathan H.	14	$4,410.00	$315.00	Preparing and taking deposition of L. Sicard and D. Raybuck		
8/20/2014	Rudd, Jonathan H.	1.1	$346.50	$315.00	Corresponding on scheduling and taking of deposition of T. Young and J. Kaplan; reviewing R. Vaughn's deposition transcript; corresponding with G. Teufel on documents still needed from defendants'		
8/25/2014	Rudd, Jonathan H.	1.6	$504.00	$315.00	Corresponding re depositions of T. Young and J. Kaplan; corresponding with P. Vincent on review of his deposition transcript; corresponding with T. Young and J. Kaplan on preparing for their depositions; corresponding with Bank's attorney on production of documents; corresponding with client on audit response	$189.00	Time spent on Count 3 and on company audit
8/26/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Preparing discovery requests; reviewing documents from Bank and corresponding with R. Braver on the same; conference between J. Rudd/J. Kaplan to prepare for his deposition	$157.50	Time spent on Count 3
8/27/2014	Rudd, Jonathan H.	3.2	$1,008.00	$315.00	Preparing for and taking deposition of J. Kaplan; corresponding with Bank's attorney re production of documents by Bank; corresponding with T. Young on preparing for his deposition	$63.00	Time spent on Count 3
8/28/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Corresponding re additional documents requested from Defendants; corresponding on preparing for T. Young's deposition and conference with T. Young on preparation for his deposition		
8/29/2014	Rudd, Jonathan H.	2.9	$913.50	$315.00	Corresponding and conference with R. Braver on his expert report; preparing for and participating in deposition of T. Young; reviewing and analyzing Defendants' interrogatories answers and corresponding with R. Braver/J. Bautista on the same	$157.50	Time spent on Count 3
8/31/2014	Rudd, Jonathan H.	2.2	$693.00	$315.00	Preparing and serving discovery request on Defendants	$346.50	Time spent on Count 3
9/18/2014	Rudd, Jonathan H.	0.3	$94.50	$315.00	Reviewing P. Vincent's and G. Somerset's depositions and correction sheets and sending to court reporter		
9/19/2014	Rudd, Jonathan H.	1.6	$504.00	$315.00	Corresponding with G. Teufel on outstanding discovery and document production issues; reviewing Giuseppe's terms and conditions and comparing to Arrowhead's terms and conditions; corresponding with P. Vincent and G. Teufel on the same		
9/23/2014	Rudd, Jonathan H.	0.8	$252.00	$315.00	Conference between J. Rudd/G. Teufel on motion to compel related to Arrowhead's drawings; further correspondence with G. Teufel on production of Arrowhead's drawings; reviewing documents received from Grant Thorton		
9/24/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Addressing outstanding discovery issues		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
9/25/2014	Rudd, Jonathan H.	0.6	$189.00	$315.00	Addressing discovery issues; addressing issues related to Bank documents	$63.00	Time spent on Count 3
9/29/2014	Rudd, Jonathan H.	0.8	$252.00	$315.00	Conference and corresponding with R. Braver re documents received from Grant Thorton and reviewing the same; reviewing Defendant's motion for partial summary judgment on Payment Act claim	$63.00	Time spent on Count 3
10/2/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Researching recent case law on Payments Act's applicability to improvements to real property		
10/7/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference between J. Rudd/Court Reporter re deposition transcript of L. Sicard and D. Raybuck		
10/8/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Addressing issues re motion for summary judgment filed by Defendants and corresponding with Defendants' attorney on the same		
10/9/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference and corresponding with J. Sughrue on obtaining continuance of argument on motion for summary judgment		
10/10/2014	Rudd, Jonathan H.	0.2	$63.00	$315.00	Conference between J. Rudd/Court Reporter re transcripts for L. Sicard and D. Raybuck; corresponding on new argument date for motion for summary judgment		
10/24/2014	Rudd, Jonathan H.	3	$945.00	$315.00	Preparing opposition to motion for partial summary judgment		
10/27/2014	Rudd, Jonathan H.	4.3	$1,354.50	$315.00	Preparing and filing brief and related documents in opposition to Defendants' motion for summary judgment		
11/5/2014	Rudd, Jonathan H.	0.4	$126.00	$315.00	Corresponding on outstanding discovery issues; conference with G. Teufel on pretrial issues		
11/6/2014	Rudd, Jonathan H.	1.5	$472.50	$315.00	Conference between J. Rudd/Defendants' attorney on issues related to argument on motion for partial summary judgment and on pretrial issues; preparing for argument on motion for partial summary judgment		
11/7/2014	Rudd, Jonathan H.	6.5	$2,047.50	$315.00	Preparing for and attending argument on motion for summary judgment		
11/15/2014	Rudd, Jonathan H.	2.1	$661.50	$315.00	Corresponding with client and R. Braver re actions needed to prepare for trial; preparing documents for trial	$330.75	Time spent on Count 3
11/19/2014	Rudd, Jonathan H.	3.2	$1,008.00	$315.00	Conference between J. Rudd/G. Teufel and corresponding with client and R. Braver on pretrial preparation issues; conference and corresponding with G. Teufel on issues re motion to bifurcate; corresponding with R. Braver on his expert report; further correspondence with client on pretrial issues	$504.00	Time spent on Count 3
11/21/2014	Rudd, Jonathan H.	1.7	$535.50	$315.00	Corresponding on trial preparation issues; addressing pretrial and trial issues; conference and corresponding with client representatives and R. Braver on preparing for trial and addressing outstanding pretrial issues	$266.75	Time spent on Count 3
11/24/2014	Rudd, Jonathan H.	0.5	$157.50	$315.00	Preparing pretrial memo and assembling exhibits	$78.75	Time spent on Count 3
11/25/2014	Rudd, Jonathan H.	0.8	$252.00	$315.00	Assembling exhibits to be used at trial; corresponding and conference with R. Braver on his expert report	$126.00	Time spent on Count 3

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
11/26/2014	Rudd, Jonathan H.	3.7	$1,165.50	$315.00	Reviewing and assembling exhibits for use at trial and conference and corresponding with R. Braver on his expert report	$582.50	Time spent on Count 3
11/29/2014	Rudd, Jonathan H.	7.7	$2,425.50	$315.00	Preparing pretrial memorandum; assembling and reviewing exhibits to be used at trial; conference and corresponding with R. Braver on his expert report	$1,212.50	Time spent on Count 3
12/1/2014	Rudd, Jonathan H.	8.3	$2,697.50	$325.00	Assembling exhibits; preparing pretrial memorandum; researching law; conference and corresponding with R. Braver on expert report; filing pretrial memorandum	$1,348.75	Time spent on Count 3
12/2/2014	Rudd, Jonathan H.	0.4	$130.00	$325.00	Conference and corresponding with J. Bautista on pretrial and trial issues	$65.00	Time spent on Count 3
12/4/2014	Rudd, Jonathan H.	1.2	$390.00	$325.00	Corresponding with J. Bautista on proceeding with cases; researching legal issues on damages recoverable against defendants	$195.00	Time spent on Count 3
12/8/2014	Rudd, Jonathan H.	0.3	$97.50	$325.00	Conference between J. Rudd/J. Bautista/R. Braver on proceeding with case	$48.75	Time spent on Count 3
12/17/2014	Rudd, Jonathan H.	0.4	$130.00	$325.00	Corresponding with G. Teufel re trial exhibits	$65.00	Time spent on Count 3
12/18/2014	Rudd, Jonathan H.	0.2	$65.00	$325.00	Corresponding with G. Teufel on trial exhibits and corresponding with client on G. Bennett's potential testimony at trial	$32.50	Time spent on Count 3
1/5/2015	Rudd, Jonathan H.	0.7	$227.50	$325.00	Conference between J. Rudd/G. Teufel re Defendants pretrial memorandum and expert reports; reviewing Defendants' motion for extension of time; corresponding with client on the same; corresponding with J. Sughrue on issues related to motion for extension of time		
1/8/2015	Rudd, Jonathan H.	0.6	$195.00	$325.00	Corresponding with Court re Defendants' motion for extension of time; corresponding with J. Sughrue on filing R. Braver's report under seal; corresponding with T. Young re Defendants' expert	$97.50	Time spent on Count 3
1/17/2015	Rudd, Jonathan H.	2.5	$812.50	$325.00	Reviewing and analyzing Defendants' pretrial statement and expert report by M. Freemer; corresponding with R. Braver and J. Bautista on the same; corresponding with G. Teufel and J. Sughrue on issues that need to be addressed prior to trial	$406.25	Time spent on Count 3
3/25/2015	Rudd, Jonathan H.	1.4	$455.00	$325.00	Addressing issues re Defendants' counterclaim; evaluate and analyze issues re performance of depalletizer and cooler; corresponding with P. Vincent on the same		
3/26/2015	Rudd, Jonathan H.	3.3	$1,072.50	$325.00	Corresponding with P. Vincent on addressing issues related to counterclaim; corresponding with J. Bautista and R. Braver re supplemental expert report and additional exhibits		
3/27/2015	Rudd, Jonathan H.	0.3	$97.50	$325.00	Corresponding with M. Stringfield re background of selection of container sizes		
3/30/2015	Ham, Lori A.	0.3	$66.00	$220.00	Discussion with M. Stringfield re reviewing documents in Nextpoint repository		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
3/31/2015	Rudd, Jonathan H.	1.8	$585.00	$325.00	Corresponding with client re additional documents to be used in response to Defendants' counterclaim; analyzing issues re R. Braver's supplemental expert report and corresponding with R. Braver on the same; reviewing documents re case before CIT involving revocation of tariff ruling and corresponding with R. Braver on the same	$438.75	Time spent on Count 3
3/31/2015	Ham, Lori A.	1	$220.00	$220.00	Discussions with M. Stringfield re documents in Nextpoint; discussion with B. Zellers re missing native files from Giuseppe's production documents		
4/1/2015	Rudd, Jonathan H.	0.7	$227.50	$325.00	Conference between J. Rudd/Defendants' attorney on trial preparation issues and reviewing exhibits	$113.75	Time spent on Count 3
4/8/2015	Rudd, Jonathan H.	1.2	$390.00	$325.00	Conference between J. Rudd/G. Teufel on review of trial exhibits; reviewing trial exhibits and corresponding with G. Teufel on the same	$195.00	Time spent on Count 3
4/11/2015	Rudd, Jonathan H.	0.4	$130.00	$325.00	Preparing for meeting to go over exhibits with Defendants' attorney	$65.00	Time spent on Count 3
4/15/2015	Rudd, Jonathan H.	8	$2,600.00	$325.00	Preparing for and meeting with Defendants' attorney to review exhibits, resolve objections, reach stipulations, and prepare for trial	$1,300.00	Time spent on Count 3
4/21/2015	Rudd, Jonathan H.	1.8	$585.00	$325.00	Corresponding with client and defendants' attorney re trial preparation issues, reviewing documents re trial preparation	$292.50	Time spent on Count 3
4/24/2015	Rudd, Jonathan H.	4.2	$1,365.00	$325.00	Addressing trial preparation issues; researching issues re actions by U.S. Customs to properly revoke tariff ruling; reviewing court order on pretrial conference; corresponding with client and R. Braver on trial preparation issues	$682.50	Time spent on Count 3
4/27/2015	Rudd, Jonathan H.	0.3	$97.50	$325.00	Preparing for trial	$48.75	Time spent on Count 3
4/28/2015	Rudd, Jonathan H.	0.7	$227.50	$325.00	conference between J. Rudd/R. Braver re expert testimony and trial preparation	$113.75	Time spent on Count 3
5/4/2015	Rudd, Jonathan H.	0.4	$130.00	$325.00	Conference between J. Rudd/R. Braver and J. Rudd/G. Teufel on trial preparation issues	$65.00	Time spent on Count 3
5/11/2015	Rudd, Jonathan H.	0.4	$130.00	$325.00	Conference and corresponding with R. Braver and client on trial preparation issues	$65.00	Time spent on Count 3
5/12/2015	Rudd, Jonathan H.	0.4	$130.00	$325.00	Trial preparation and corresponding with R. Braver and client on proceeding with case	$65.00	Time spent on Count 3
5/15/2015	Rudd, Jonathan H.	2.1	$682.50	$325.00	Addressing issues re R. Braver's supplemental expert report; conference between J. Rudd/client on trial preparation issues; preparing for trial	$341.25	Time spent on Count 3
5/16/2015	Rudd, Jonathan H.	4.1	$1,332.50	$325.00	Addressing issues re preparation for trial	$666.25	Time spent on Count 3
5/18/2015	Rudd, Jonathan H.	1.8	$585.00	$325.00	Conference between J. Rudd/G. Teufel on trial issues; corresponding with R. Braver on his supplemental expert report; conference between J. Rudd/S. Sughrue on trial issues	$292.50	Time spent on Count 3
5/19/2015	Rudd, Jonathan H.	0.8	$260.00	$325.00	Preparing for pretrial conference	$130.00	Time spent on Count 3
5/20/2015	Rudd, Jonathan H.	8	$2,600.00	$325.00	Preparing for and attending pretrial conference and meeting with local counsel to discuss trial strategy; corresponding with client on the same		
10/2/2017	Rudd, Jonathan H.	0.3	$103.50	$345.00	Corresponding with T. Young on trial preparation issues and addressing the same		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
10/13/2017	Rudd, Jonathan H.	7.8	$2,691.00	$345.00	Preparing for and attending conference with Judge Ammerman and Defendants' counsel to discuss pretrial and trial scheduling and corresponding with client on the same		
10/16/2017	Rudd, Jonathan H.	0.5	$172.50	$345.00	Corresponding with client and litigation paralegal on trial preparation and document storage issues		
10/16/2017	Ham, Lori A.	0.4	$92.00	$230.00	Unarchiving Nextpoint repository per J. Rudd's request; assigning client and J. Rudd back into Nextpoint documents		
11/16/2017	Rudd, Jonathan H.	1.2	$414.00	$345.00	Reviewing documents re witnesses needed for trial and corresponding with client on trial preparation issues		
11/20/2017	Rudd, Jonathan H.	0.3	$103.50	$345.00	Corresponding with G. Teufel and client on trial preparation issues		
1/5/2018	Rudd, Jonathan H.	0.3	$106.50	$355.00	Conference and corresponding on trial testimony of P. Vincent		
2/2/2018	Rudd, Jonathan H.	4.4	$1,562.00	$355.00	Reviewing documents in preparation for trial		
2/3/2018	Rudd, Jonathan H.	1.4	$497.00	$355.00	Reviewing documents in preparation for pretrial conference and trial		
2/6/2018	Rudd, Jonathan H.	0.7	$248.50	$355.00	Reviewing documents in preparation of pretrial conference and trial		
2/7/2018	Rudd, Jonathan H.	0.8	$284.00	$355.00	Reviewing documents in preparation for pretrial conference and trial		
2/8/2018	Rudd, Jonathan H.	2.8	$994.00	$355.00	Preparing amended pretrial statement; assembling exhibits for use at trial; corresponding with Court and parties on the same		
2/9/2018	Rudd, Jonathan H.	7	$2,485.00	$355.00	Preparing for and attending pretrial conference		
2/26/2018	Rudd, Jonathan H.	0.5	$177.50	$355.00	Corresponding with T. Grutza on G. Somerset's deposition; corresponding with J. Sughrue on trial preparation issues; addressing trial preparation matters		
3/6/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Reviewing Court's order scheduling status conference with Judge Grine for April 5, 2018; conferences between J. Rudd/J. Sughrue on trial and jury selection issues		
3/12/2018	Rudd, Jonathan H.	1.3	$461.50	$355.00	Preparing for jury selection		
3/13/2018	Rudd, Jonathan H.	8.5	$3,017.50	$355.00	Preparing for and conducting jury selection		
3/16/2018	Rudd, Jonathan H.	9.5	$3,372.50	$355.00	Preparing and filing motion in limine as to Defendant's counterclaim, together with supporting brief and exhibits.		
3/19/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Corresponding with G. Teufel on his request for stipulation as to exhibits; corresponding with client on witnesses to be used at trial		
3/20/2018	Rudd, Jonathan H.	0.2	$71.00	$355.00	Addressing proposed stipulation as to trial exhibits		
3/21/2018	Rudd, Jonathan H.	2	$710.00	$355.00	Conference between J. Rudd/T. Grutza on trial preparation issues; reviewing information on container sizes and corresponding with M. Stringfield on addressing the same; corresponding with T. Grutza on G. Somerset's deposition; reviewing G. Sommerset's deposition transcript		
3/29/2018	Rudd, Jonathan H.	0.2	$71.00	$355.00	Conference and corresponding with M. Spacowicz on trial preparation issues		
3/30/2018	Rudd, Jonathan H.	0.2	$71.00	$355.00	Reviewing Court's order scheduling argument on motion in limine and preparing for same		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
4/3/2018	Rudd, Jonathan H.	2.2	$781.00	$355.00	Corresponding with client on trial preparation issues; reviewing Defendant's opposition to motion in limine; corresponding with M. Stringfield on issues raised in motion in limine; addressing issues re damages claimed by defendant		
4/4/2018	Rudd, Jonathan H.	4.3	$1,526.50	$355.00	Conference between J. Rudd/M. Stringfield/T. Grutza on issues re preparation for trial and on argument re motion in limine as to Defendant's counterclaim; preparing for argument on motion in limine; preparing for pre-trial conference with Judge Grine; reviewing Defendant's exhibits and identifying objections to exhibits		
4/5/2018	Rudd, Jonathan H.	8.5	$3,017.50	$355.00	Preparing for and attending argument on motion in limine and pre-trial conference with Judge Grine; conference between J. Rudd/Defendant's attorney to go over trial exhibits		
4/9/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Researching issues re trial brief		
4/11/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Corresponding with T. Grutza on trial preparation issues		
4/16/2018	Rudd, Jonathan H.	10.5	$3,727.50	$355.00	Researching law and preparing and serving Trial Brief		
4/20/2018	Rudd, Jonathan H.	4.2	$1,491.00	$355.00	Corresponding on Court's order granting motion in limine; analyzing impact of Court's ruling on proceeding with case; corresponding with Defendant's counsel on the same; updating exhibit list and identifying exhibits which are admissible based on Court's ruling on motion in limine; corresponding with Defendant's counsel on admissibility of exhibits and handling of trial		
4/23/2018	Rudd, Jonathan H.	1.2	$426.00	$355.00	Corresponding with T. Grutza on trial planning issues and preparing for conference with Judge Grine; reviewing Giuseppe's motion to reconsider grant of motion in limine and reviewing Giuseppe's supplemental trial brief		
4/24/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Conference between J. Rudd/G. Teufel and with Judge Grine to address trial issues		
4/25/2018	Rudd, Jonathan H.	0.8	$284.00	$355.00	Conference between J. Rudd/T. Grutza/T. Young on trial issues and proceeding with case; corresponding with Court and Defendant's counsel on trial issues		
4/26/2018	Rudd, Jonathan H.	1.5	$532.50	$355.00	Preparing for trial		
4/27/2018	Rudd, Jonathan H.	8	$2,840.00	$355.00	Preparing for trial		
4/28/2018	Rudd, Jonathan H.	7.7	$2,733.50	$355.00	Preparing for trial		
4/29/2018	Rudd, Jonathan H.	10.5	$3,727.50	$355.00	Preparing for trial		
4/30/2018	Rudd, Jonathan H.	9.5	$3,372.50	$355.00	Preparing for trial day 1, conducting trial day 1, preparing for trial day 2		
5/1/2018	Rudd, Jonathan H.	11.5	$4,082.50	$355.00	Preparing for Trial Day 2, conducting Trial Day 2 and preparing for filing of post trial documents		
5/3/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Conference between J. Rudd/client on post-trial proceedings		
5/14/2018	Rudd, Jonathan H.	0.8	$284.00	$355.00	Reviewing and analyzing Defendant's post trial motion and corresponding with client on the same		

Date	Name	Hours	Amount	Rate	Narrative	Downward Adjustment	Reason for Adjustment
5/17/2018	Rudd, Jonathan H.	0.8	$284.00	$355.00	Corresponding and conference with Court on scheduling of argument on Defendant's post trial motion; preparing for argument on post trial motion		
6/15/2018	Rudd, Jonathan H.	1.6	$568.00	$355.00	Researching legal issues and preparing for argument on post-trial motions		
6/19/2018	Rudd, Jonathan H.	1.2	$426.00	$355.00	Addressing issue re status of transcript; conference with G. Teufel on continuance of argument as result of lack of trial transcript; corresponding with Court on request to continue argument; further correspondence on addressing issue on obtaining copy of trial transcript		
6/20/2018	Rudd, Jonathan H.	0.4	$142.00	$355.00	Reviewing Court's order rescheduling argument for 7/11/18 and corresponding with court administrator on obtaining trial transcript		
7/10/2018	Rudd, Jonathan H.	4.6	$1,633.00	$355.00	Preparing for argument on Defendant's motion for post trial relief		
7/11/2018	Rudd, Jonathan H.	7	$2,485.00	$355.00	Preparing for and attending argument on Defendant's motion for post trial relief; addressing Plaintiffs' proposed findings of fact and conclusions of law and issues in brief re Payment Act, Claim and contract terms		
8/13/2018	Rudd, Jonathan H.	0.2	$71.00	$355.00	Corresponding with G. Teufel on filing of findings of fact and conclusions of law; corresponding with client on the same		
8/28/2018	Rudd, Jonathan H.	4.8	$1,704.00	$355.00	Reviewing documents and researching law in conjunction and preparing post-trial findings of fact, conclusions of law and brief		
8/29/2018	Rudd, Jonathan H.	3.5	$1,242.50	$355.00	Reviewing documents and researching law in conjunction and preparing post-trial findings of fact, conclusions of law and brief		
8/30/2018	Rudd, Jonathan H.	8.5	$3,017.50	$355.00	Reviewing documents and researching law in conjunction and preparing post-trial findings of fact, conclusions of law and brief		
SUB-TOTAL			$198,515.00			$22,380.75	
NET ATTORNEYS' FEES CLAIMED						$176,134.25	

EXHIBIT 2

Date	Name	Description	Amount	Narrative
12/26/2006	Dreisbach, Megan N.	Sheriff's Costs	$100.00	Sheriff's Costs - - VENDOR: SHERIFF CLEARFIELD COUNTY Service of Complaint
12/28/2006	Dreisbach, Megan N.	Sheriff's Costs	$85.00	Sheriff's Costs - - VENDOR: PROTHONOTARY CLEARFIELD COUNTY Filing of Complaint
12/28/2006	Accorsi, Danielle A.	Copying / Duplicating	$1.80	Copying / Duplicating
1/4/2007	Accorsi, Danielle A.	Copying / Duplicating	$3.00	Copying / Duplicating
1/8/2007	Rudd, Jonathan H.	Postage	$1.11	Postage
1/11/2007	Rudd, Jonathan H.	Courier Service	$19.26	Courier Service
1/25/2007	Accorsi, Danielle A.	Copying / Duplicating	$5.20	Copying / Duplicating
3/27/2007	Accorsi, Danielle A.	Copying / Duplicating	$0.80	Copying / Duplicating
3/29/2007	Rudd, Jonathan H.	Sheriff's Costs	-$5.18	Sheriff's Costs-Sheriff Clearfield County
6/8/2007	Rudd, Jonathan H.	Courier Service	$30.17	Courier Service
8/21/2007	Wright, Catherine E.	Courier Service	$34.68	Courier Service
8/22/2007	Wright, Catherine E.	Other	$357.92	Miscellaneous - - VENDOR: CSC lien/litiga. work; UCC copies
9/18/2007	Rudd, Jonathan H.	Prothontary	$3.00	Prothontary - - VENDOR: PROTHONOTARY CLEARFIELD COUNTY Subpoena
9/19/2007	Accorsi, Danielle A.	Copying / Duplicating	$0.20	Copying / Duplicating
9/24/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$0.20	Copying / Duplicating
9/24/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$1.00	Copying / Duplicating
9/24/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$10.00	Copying / Duplicating
9/24/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$5.60	Copying / Duplicating
9/25/2007	O'Hara, Charmaine Y.	Postage	$1.65	Postage
10/16/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$0.20	Copying / Duplicating
10/16/2007	O'Hara, Charmaine Y.	Copying / Duplicating	$4.80	Copying / Duplicating
10/29/2007	O'Hara, Charmaine Y.	Postage	$6.45	Postage
11/27/2007	Accorsi, Danielle A.	Copying / Duplicating	$0.80	Copying / Duplicating
11/27/2007	Accorsi, Danielle A.	Copying / Duplicating	$17.40	Copying / Duplicating
11/29/2007	Rudd, Jonathan H.	Postage	$4.60	Postage
1/25/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.60	Copying / Duplicating
1/31/2008	Rudd, Jonathan H.	Copying / Duplicating	$10.46	Copying / Duplicating
7/24/2008	Accorsi, Danielle A.	Copying / Duplicating	$10.20	Copying / Duplicating
7/31/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.50	Copying / Duplicating
8/5/2008	Rudd, Jonathan H.	Copying / Duplicating	$0.80	Copying / Duplicating

Date	Name	Description	Amount	Narrative
8/5/2008	Accorsi, Danielle A.	Copying / Duplicating	$41.40	Copying / Duplicating
8/5/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.20	Copying / Duplicating
8/5/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.60	Copying / Duplicating
8/6/2008	Rudd, Jonathan H.	Postage	$14.82	Postage
8/28/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.60	Copying / Duplicating
8/28/2008	Accorsi, Danielle A.	Copying / Duplicating	$9.40	Copying / Duplicating
8/28/2008	Accorsi, Danielle A.	Copying / Duplicating	$1.40	Copying / Duplicating
8/29/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.40	Copying / Duplicating
8/29/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.20	Copying / Duplicating
8/29/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.60	Copying / Duplicating
8/31/2008	Rudd, Jonathan H.	Postage	$3.95	Postage
8/31/2008	Rudd, Jonathan H.	Copying / Duplicating	$42.02	Copying / Duplicating
8/31/2008	Rudd, Jonathan H.	Copying / Duplicating	$1.44	Copying / Duplicating
9/3/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.40	Copying / Duplicating
9/3/2008	Accorsi, Danielle A.	Copying / Duplicating	$5.00	Copying / Duplicating
9/4/2008	O'Hara, Charmaine Y.	Court Fees	$3.00	Court Fees - - VENDOR: PROTHONOTARY CLEARFIELD COUNTY 1 subpoena
9/8/2008	Rudd, Jonathan H.	Postage	$2.76	Postage
9/9/2008	O'Hara, Charmaine Y.	Copying / Duplicating	$0.40	Copying / Duplicating
9/9/2008	Jerome, Christopher M.	Copying / Duplicating	$6.40	Copying / Duplicating
10/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.40	Copying / Duplicating
10/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$12.00	Copying / Duplicating
10/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.80	Copying / Duplicating
10/14/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.20	Copying / Duplicating
10/21/2008	Accorsi, Danielle A.	Copying / Duplicating	$2.40	Copying / Duplicating
10/24/2008	Rudd, Jonathan H.	Postage	$2.68	Postage
10/28/2008	Rudd, Jonathan H.	Travel Expense	$152.10	Travel Expense - - VENDOR: JONATHAN H RUDD 10/21/08 Clearfield, PA/Attending Argument at Clearfield County Courthouse
10/31/2008	Rudd, Jonathan H.	Courier Service	$19.39	Courier Service
11/12/2008	Accorsi, Danielle A.	Copying / Duplicating	$3.60	Copying / Duplicating
11/12/2008	Accorsi, Danielle A.	Copying / Duplicating	$2.40	Copying / Duplicating
11/12/2008	Accorsi, Danielle A.	Copying / Duplicating	$2.60	Copying / Duplicating
11/13/2008	Rudd, Jonathan H.	Copying / Duplicating / Central Photo	$10.20	Copying / Duplicating / Central Photo tabs

Date	Name	Description	Amount	Narrative
11/13/2008	Knox, Lisa	Copying / Duplicating / Central Photo	$52.56	Copying / Duplicating / Central Photo
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$22.40	Copying / Duplicating
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$27.60	Copying / Duplicating
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.20	Copying / Duplicating
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$0.60	Copying / Duplicating
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$5.60	Copying / Duplicating
11/13/2008	Accorsi, Danielle A.	Copying / Duplicating	$19.00	Copying / Duplicating
11/20/2008	Rudd, Jonathan H.	Postage	$5.95	Postage
11/20/2008	Rudd, Jonathan H.	Copying / Duplicating	$0.80	Copying / Duplicating
11/20/2008	Rudd, Jonathan H.	Postage	$11.41	Postage
11/25/2008	Accorsi, Danielle A.	Copying / Duplicating	$3.40	Copying / Duplicating
11/30/2008	Rudd, Jonathan H.	Postage	$1.17	Postage
12/10/2008	Rudd, Jonathan H.	Courier Service	$18.49	Courier Service
12/23/2008	Rudd, Jonathan H.	Courier Service	$26.50	Courier Service
3/19/2009	Accorsi, Danielle A.	Copying / Duplicating	$10.80	Copying / Duplicating
3/24/2009	Accorsi, Danielle A.	Copying / Duplicating	$4.00	Copying / Duplicating
3/30/2009	Rudd, Jonathan H.	Postage	$1.51	Postage
3/30/2009	Rudd, Jonathan H.	Postage	$3.78	Postage
5/7/2009	Accorsi, Danielle A.	Copying / Duplicating	$7.60	Copying / Duplicating
5/15/2009	Rudd, Jonathan H.	Postage	$4.10	Postage
11/6/2009	Accorsi, Danielle A.	Copying / Duplicating	$0.80	Copying / Duplicating
11/17/2009	Rudd, Jonathan H.	Vendor:	$73.03	Outside Copy Services - - VENDOR: CAPITOL COPY SERVICE 530 b/w copies
11/20/2009	Rudd, Jonathan H.	Courier Service	$11.19	Courier Service
5/19/2011	Centeno, Miguel A.	Copying / Duplicating / Central Photo	$24.48	Copying / Duplicating / Central Photo
5/19/2011	Stoak, Michele R.	Copying / Duplicating	$0.40	Copying / Duplicating
5/23/2011	Stoak, Michele R.	Copying / Duplicating	$0.40	Copying / Duplicating
6/2/2011	Rudd, Jonathan H.	Courier Service	$19.89	Courier Service
6/2/2011	Rudd, Jonathan H.	Courier Service	$21.45	Courier Service
8/23/2011	Rudd, Jonathan H.	Copying / Duplicating	$0.40	Copying / Duplicating
9/30/2011	O'Hara, Charmaine Y.	Court Fees	$30.00	Court Fees - - VENDOR: PROTHONOTARY CLEARFIELD COUNTY 10 subpoenas
9/30/2011	Sents, L. C.	Copying / Duplicating	$0.20	Copying / Duplicating
10/3/2011	Rudd, Jonathan H.	Copying / Duplicating	$0.40	Copying / Duplicating

Date	Name	Description	Amount	Narrative
10/11/2011	Stoak, Michele R.	Copying / Duplicating	$3.60	Copying / Duplicating
10/12/2011	Stoak, Michele R.	Copying / Duplicating	$2.80	Copying / Duplicating
10/12/2011	Sents, L. C.	Copying / Duplicating	$5.40	Copying / Duplicating
10/17/2011	O'Hara, Charmaine Y.	Court Fees	$15.00	Court Fees - - VENDOR: PROTHONOTARY CLEARFIELD COUNTY 5 subpoenas
10/17/2011	Beason, Delores K.	Copying / Duplicating	$0.40	Copying / Duplicating
10/20/2011	Beason, Delores K.	Copying / Duplicating	$1.00	Copying / Duplicating
10/27/2011	O'Hara, Charmaine Y.	Postage	$2.36	Postage
11/3/2011	O'Hara, Charmaine Y.	Courier Service	$9.39	Courier Service
11/3/2011	O'Hara, Charmaine Y.	Courier Service	$9.47	Courier Service
5/14/2013	Rudd, Jonathan H.	Travel Expense	$148.40	Travel Expense - - VENDOR: JONATHAN H RUDD 5/8/13 Clearfield County, PA/attend status conference with Judge Ammerman
5/24/2013	Rudd, Jonathan H.	Transcript	$46.75	Transcript - - VENDOR: BETH A KRUPA RPR CRR Transcript for status conference hearing held on 5/8/13
5/31/2013	Rudd, Jonathan H.	Copying / Duplicating	$0.20	Copying / Duplicating
5/31/2013	Rudd, Jonathan H.	Postage	$4.24	Postage
5/31/2013	Stoak, Michele R.	Copying / Duplicating	$11.20	Copying / Duplicating
6/21/2013	Rudd, Jonathan H.	Postage	$3.04	Postage
7/19/2013	Rudd, Jonathan H.	Copying / Duplicating	$0.80	Copying / Duplicating
7/19/2013	Rudd, Jonathan H.	Copying / Duplicating	$3.00	Copying / Duplicating
7/19/2013	Rudd, Jonathan H.	Copying / Duplicating	$0.20	Copying / Duplicating
7/19/2013	Rudd, Jonathan H.	Postage	$4.44	Postage
7/19/2013	Beason, Delores K.	Copying / Duplicating	$0.20	Copying / Duplicating
7/24/2013	Beason, Delores K.	Copying / Duplicating	$0.60	Copying / Duplicating
7/29/2013	Firm	Courier Service	$10.92	Courier Service - ** Inv#: 234998627 ** Track#: 796272478638 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20130719 ** Rcpt Name: William A. Shaw ** Rcpt Co.: Prothonotary, Clearfield Count ** Ship Name: Delores K. Beason ** Ship Co.: McNees Wallace
8/5/2013	Rudd, Jonathan H.	Copying / Duplicating	$9.50	Copying / Duplicating
8/6/2013	Rudd, Jonathan H.	Transcript	$36.00	Transcript - - VENDOR: CATHY WARRICK PROVOST RMR Raybuck's Testimony 07/25/13

Date	Name	Description	Amount	Narrative
8/14/2013	Rudd, Jonathan H.	Vendor:	$139.73	Outside Copy Services - - VENDOR: CAPITOL COPY SERVICE 1,014 b/w images
3/14/2014	Rudd, Jonathan H.	Postage	$2.38	Postage
3/14/2014	Beason, Delores K.	Copying / Duplicating	$9.20	Copying / Duplicating
3/24/2014	Firm	Courier Service	$10.19	Courier Service - ** Inv#: 259763957 ** Track#: 798225946081 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140314 ** Rcpt Name: Mr. William A. Shaw ** Rcpt Co.: Prothonotary, Clearfield Count ** Ship Name: Delores K. Beason ** Ship Co.: McNees Wallace
6/19/2014	Rudd, Jonathan H.	Copying / Duplicating / Central Photo	$4.20	Copying / Duplicating / Central Photo
6/19/2014	Centeno, Miguel A.	Copying / Duplicating / Central Photo	$17.40	Copying / Duplicating / Central Photo
6/19/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$7.00	Copying / Duplicating
6/23/2014	Firm	Courier Service	$12.02	Courier Service - ** Inv#: 269347519 ** Track#: 770360459116 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140619 ** Rcpt Name: John Sughrue, Esquire ** Rcpt Co.: ** Ship Name: Brandi Zellers ** Ship Co.: McNees
6/27/2014	Rudd, Jonathan H.	Copying / Duplicating / Central Photo	$11.34	Copying / Duplicating / Central Photo
7/24/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$0.50	Copying / Duplicating
7/25/2014	Rudd, Jonathan H.	Postage	$7.25	Postage
7/30/2014	Rudd, Jonathan H.	Postage	$2.66	Postage
8/11/2014	Firm	Courier Service	$12.31	Courier Service - ** Inv#: 274380769 ** Track#: 770776179911 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140806 ** Rcpt Name: Gregory H. Teufel, Esquire ** Rcpt Co.: Eckert Seamans Cherin & Mellot ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
8/11/2014	Firm	Courier Service	$19.05	Courier Service - ** Inv#: 274380769 ** Track#: 770776277852 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140806 ** Rcpt Name: Pat Vincent ** Rcpt Co.: Arrowhead Systems, Inc. ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees

Date	Name	Description	Amount	Narrative
8/14/2014	Ham, Lori A.	Other	$25.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #10659
8/15/2014	Rudd, Jonathan H.	Postage	$2.66	Postage
8/18/2014	Rudd, Jonathan H.	Copying / Duplicating	$3.40	Copying / Duplicating
8/18/2014	Rudd, Jonathan H.	Copying / Duplicating	$23.00	Copying / Duplicating
8/25/2014	Firm	Courier Service	$11.53	Courier Service - ** Inv#: 275858066 ** Track#: 770846634243 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140815 ** Rcpt Name: William A. Shaw, Prothonotary ** Rcpt Co.: Clearfield County Courthouse ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
8/25/2014	Firm	Courier Service	$12.33	Courier Service - ** Inv#: 275858066 ** Track#: 770889585884 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140820 ** Rcpt Name: John Bautista ** Rcpt Co.: Arrowhead Systems ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
8/25/2014	Firm	Courier Service	$11.54	Courier Service - ** Inv#: 275858066 ** Track#: 770885761590 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20140820 ** Rcpt Name: Ron Braver ** Rcpt Co.: Ron Braver & Associates, LLC ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
8/28/2014	Rudd, Jonathan H.	Travel Expense	$303.24	Travel Expense - - VENDOR: JONATHAN H RUDD 8/11/14 DuBois, PA/Depositions
8/28/2014	Rudd, Jonathan H.	Travel Expense	$170.80	Travel Expense - - VENDOR: JONATHAN H RUDD 8/19/14 DuBois, PA/Depositions
9/16/2014	Ham, Lori A.	Other	$87.50	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #10830
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$0.50	Copying / Duplicating
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$4.00	Copying / Duplicating
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$0.50	Copying / Duplicating
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$4.50	Copying / Duplicating
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$0.50	Copying / Duplicating
9/22/2014	Jones-Zellers, Brandi L.	Copying / Duplicating	$0.50	Copying / Duplicating

Date	Name	Description	Amount	Narrative
10/6/2014	Firm	Courier Service	$15.99	Courier Service - ** Inv#: 280212704 ** Track#: 771262705831 ** Type: Ground ** Ship Date(yyyyMMdd): 20140924 ** Rcpt Name: RON BRAVER ** Rcpt Co.: ROB BRAVER & ASSOCIATES ** Ship Name: Jason Dickert ** Ship Co.: McNees Wallace
10/9/2014	Ham, Lori A.	Other	$50.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #11042
10/27/2014	Rudd, Jonathan H.	Postage	$2.03	Postage
11/12/2014	Ham, Lori A.	Other	$50.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #11244
11/20/2014	Rudd, Jonathan H.	Travel Expense	$145.60	Travel Expense - - VENDOR: JONATHAN H RUDD 11/07/14 Clearfield County/Attend Conference
12/5/2014	Ham, Lori A.	Other	$50.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #11453
12/8/2014	Firm	Courier Service	$12.34	Courier Service - ** Inv#: 286767037 ** Track#: 772042914370 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20141201 ** Rcpt Name: Brian K. Spencer, Prothonotary ** Rcpt Co.: Clearfield County Courthouse ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees Wallace & Nurick LLC
12/19/2014	Rudd, Jonathan H.	Postage	$7.25	Postage
12/22/2014	Firm	Courier Service	$12.88	Courier Service - ** Inv#: 288276847 ** Track#: 772210528207 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20141212 ** Rcpt Name: John Bautista ** Rcpt Co.: ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
1/14/2015	Ham, Lori A.	Other	$50.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice # 11737
2/11/2015	Ham, Lori A.	Other	$50.00	Other - - VENDOR: NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice # 11900
3/9/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12045
3/26/2015	Rudd, Jonathan H.	Postage	$1.40	Postage
4/13/2015	Rudd, Jonathan H.	Copying / Duplicating / Central Photo	$18.90	Copying / Duplicating / Central Photo

Date	Name	Description	Amount	Narrative
4/13/2015	Firm	Courier Service	$9.92	Courier Service - ** Inv#: 299783614 ** Track#: 773323474430 ** Type: FedEx Priority Overnight ** Ship Date(yyyyMMdd): 20150408 ** Rcpt Name: Gregory Teufel ** Rcpt Co.: OGC Law, LLC ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
4/23/2015	Rudd, Jonathan H.	Travel Expense	$133.83	Travel Expense - JONATHAN H RUDD 4/15/15 Bedford, PA - Meeting with Defendants' counsel
5/4/2015	Firm	Courier Service	$12.33	Courier Service - ** Inv#: 501974135 ** Track#: 773471977780 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20150428 ** Rcpt Name: John Bautista ** Rcpt Co.: Arrowhead Systems ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
5/4/2015	Firm	Courier Service	$12.01	Courier Service - ** Inv#: 501974135 ** Track#: 773460482881 ** Type: FedEx Priority Overnight ** Ship Date(yyyyMMdd): 20150427 ** Rcpt Name: Ron Braver ** Rcpt Co.: Ron Braver and Associates LLC ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
5/18/2015	Firm	Courier Service	$11.43	Courier Service - ** Inv#: 503462488 ** Track#: 773567557273 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20150511 ** Rcpt Name: Ron Braver ** Rcpt Co.: Ron Braver and Associates LLC ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
5/18/2015	Firm	Courier Service	$12.21	Courier Service - ** Inv#: 503462488 ** Track#: 773567563338 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20150511 ** Rcpt Name: John Bautista ** Rcpt Co.: Arrowhead Systems ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees
5/25/2015	Firm	Courier Service	$11.55	Courier Service - ** Inv#: 504210826 ** Track#: 773627997288 ** Type: FedEx Standard Overnight ** Ship Date(yyyyMMdd): 20150518 ** Rcpt Name: John Sughrue, Esquire ** Rcpt Co.: ** Ship Name: Jonathan H. Rudd, Esquire ** Ship Co.: McNees

Date	Name	Description	Amount	Narrative
5/28/2015	Rudd, Jonathan H.	Travel Expense	$147.20	Travel Expense - JONATHAN H RUDD 05/20/15 Clearfield County Court/Pre-trial Conference
5/29/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12448
6/11/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12261
7/23/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12790
8/13/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12620
8/13/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #12998
9/21/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13182
10/19/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13344
11/11/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13485
12/18/2015	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13658
1/14/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13833
2/18/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #13979
3/9/2016	Ham, Lori A.	Other	$50.00	Other - NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #14134
4/14/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Software: Review (invoice #14240)
4/30/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC scripting and hosting (discovery cloud) Invoice #14394
5/31/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (discovery cloud) invoice #14553
6/30/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) Invoice #14693

Date	Name	Description	Amount	Narrative
7/31/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #14864
8/31/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #15031
9/30/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud)/Invoice #15066
10/31/2016	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #15308
11/30/2016	Ham, Lori A.	Other	$50.00	Other - NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #15463
12/31/2016	Ham, Lori A.	Other	$50.00	Other - NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #15607
1/31/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice No. 15755
2/28/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice No. 15889
3/31/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Scripting and Hosting (Discovery Cloud) - Invoice #16044
10/13/2017	Rudd, Jonathan H.	Travel Expense	$136.96	Travel Expense - JONATHAN H RUDD 10/13/17 Clearfield County Courthouse/Attend status conference
10/31/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17036 - Software: Review
11/30/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17181 - Software: Review
12/31/2017	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17333 - Software: Review
1/31/2018	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17492 - Software: Review
2/9/2018	Rudd, Jonathan H.	Travel Expense	$139.80	Travel Expense - JONATHAN H RUDD 02/09/18 Clearfield County/Attend Pretrial Conference
2/28/2018	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17643 - Software: Review
3/13/2018	Rudd, Jonathan H.	Travel Expense	$139.79	Travel Expense - JONATHAN H RUDD Clearfield County Courthouse - Jury Selection
3/19/2018	Rudd, Jonathan H.	Postage	$15.10	Postage
3/31/2018	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17717 - Software: Review

Date	Name	Description	Amount	Narrative
4/5/2018	Rudd, Jonathan H.	Travel Expense	$139.79	Travel Expense - JONATHAN H RUDD 04/05/18 Clearfield County Courthouse/Argument and Pre-Trial Conference
4/30/2018	Ham, Lori A.	Other	$50.00	NEXTPOINT INC Invoice No. 17956 - Software: Review
5/1/2018	Rudd, Jonathan H.	Travel Expense	$381.50	Travel Expense - JONATHAN H RUDD 04/29/18-05/01/18 Clearfield, PA/Trial
5/18/2018	Rudd, Jonathan H.	Other	$352.00	COUNTY OF CLEARFIELD Trial Transcript 4/30-5/1/18
6/21/2018	Rudd, Jonathan H.	Other	$362.38	Other - COUNTY OF CLEARFIELD 4/30/18 - 5/1/18 Trial Transcript
7/11/2018	Rudd, Jonathan H.	Travel Expense	$139.79	Travel Expense - JONATHAN H RUDD 07/11/18 Clearfield County/Argument
TOTAL			$6,985.71	
NET COSTS CLAIMED AFTER ADJUSTMENT FOR COUNT 3 - 25% REDUCTION			$5,239.28	

EXHIBIT 3

John Sughrue Invoices

Date	Amount
8/19/2013	$1,960.48
5/14/2018	$4,633.09
Total	$6,593.57

JOHN SUGHRUE
Attorney at Law

Phone: (814) 765-1704
Fax: (814) 765-6959

225 East Market Street
Clearfield, PA 16830

Email
jsughrue@sughruelaw.com

August 19, 2013

Arrowhead Systems, Inc.
John Bautista, CPA, CMA, V.P.
3255 Medalist Drive
Oshkosh, WI 54902

In Reference To: performance of services directed by Jonathan Rudd, Esq.

Copy bills to Rudd;

Invoice # 8226

Professional Services

		Hrs/Rate	Amount
07/11/2013	rev. cthouse docket and motion for non pros; Phone conference from client Rudd;	0.46 165.00/hr	76.22
07/12/2013	subpoenas for hearing;	0.26 150.00/hr	NO CHARGE
07/16/2013	Phone conference with Investigator, Frank Thomas (msge); rtn Phone conference with Frank; meet Thursday at 4pm re investigation and service of subpoenas;	0.12 150.00/hr	17.79
	Phone conference with contact re address for Sicard and Simpson; prep. of Subpoenas;	0.26 150.00/hr	38.88
07/17/2013	st. email to Rudd re service on Sicard et al;	0.16 150.00/hr	NO CHARGE
07/19/2013	Phone conference to client Rudds office; ck dubois names; Phone conference with Thomas re search and service of subpoenas	0.55 150.00/hr	82.71
	travel to Dubois for conf.;	0.92	100.00
	conf. w/ Investigator, Thomas, to serve subs.; rev. names w/ various people in attempt to id and locate;	1.00 165.00/hr	165.00
07/20/2013	search internent for phone number for Simpson; phone #, (no answ);	0.25 150.00/hr	37.50
07/22/2013	conf. w/ Investg.; pay fee	0.25 150.00/hr	37.50
	brf. email report to JR re witnesses;	0.20 150.00/hr	NO CHARGE

		Hrs/Rate	Amount
07/22/2013	Phone conference from client JR re witnesses, Teufel comments, hearing prep;	0.47 150.00/hr	70.88
07/25/2013	Office conference . w/ clte in prep of Court hearing ;	3.00 165.00/hr	495.00
	2nd seat at hearing on Motion for Non Pros	3.50 165.00/hr	577.50
08/05/2013	st. email re order on briefs; (fax ringing busy);	0.11 150.00/hr	NO CHARGE
08/12/2013	emails re filing brief and method w/ Rudd;	0.10 150.00/hr	NO CHARGE
	rev. brief; conf. call w/ Rudd re substance of same;	0.50 165.00/hr	82.50
	file and service w/ transmittal ltr. of Brief throough staff;	0.06 165.00/hr	NO CHARGE
	For professional services rendered	12.17	$1,781.48
	Costs & Expenses:		
07/15/2013	Prothon: subpoenas for hearing on 25th of july		9.00
07/24/2013	Frank Thomas Investigations; serve subpoenas; search names		150.00
08/06/2013	Register and Recorder Copies		20.00
	Total additional charges		$179.00
	Total amount of this bill		$1,960.48
	Balance due		$1,960.48

JOHN SUGHRUE
Attorney at Law

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Clearfield, PA 16830

Email: jsughrue@
sughruelaw.com

May 14, 2018

DELIVERED BY FAX TO: 717-260-1737
& U.S. FIRST CLASS MAIL

Jonathan H. Rudd, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108-1166

Re: Arrowhead Conveyor Corporation, et. al.
Giuseppe's Finer Foods, Inc., et. al. – No. 2006-2159-CD

STATEMENT

Legal Services rendered at the Request of Jonathan H. Rudd, Esq.:

8/19/2013	Invoice		$ 1,960.48
12/16/2013	Payment received	(-)	$ 1,960.48
12/16/2013	Balance		$ 00.00

Carried Forward:

1. Motion to Compel & Subpoenas:

Including presentation of Motion, Service of Motion, Conference with Court Administrator; preparation and securing of Subpoenas; process Scheduling Order; review Answer to Motion; preparation for and presenting Argument to Court on behalf of Arrowhead, together with related communications with Jon, resulting in a favorable Order – 9.76 hrs. @ $200.00/hr. $ 1,952.00

2. Defendants Motion for Summary Judgment:

Administrative Support with respect to advising Jon on Local practice, communications, and related correspondence resulting in a Court Order denying Defendants Motion for Summary Judgment; closing status letter to Jon – 1.95 hrs. @ $150.00/hr. $ 293.00

Administrative assistant services: receipt and assembling of Response to Motion for Summary Judgment, by E-mail, including printing and collating – 2.50 hrs. @ $40.00/hr. $ 100.00

3. Receipt and preparation of documents for filing of Braver Expert Report; necessary communications with Jon and Court Administrator regarding the matter; status letter, re: timely filing of Braver Report; preparation of pleadings and filing for Exhibits R-R21 and Responsive Expert Report – 1.63 hrs. @ $165.00/hr. $ 269.00

4. Preliminary Survey and Review of Courthouse Records, Maps, and Assessments to identify Real Estate Title, Mortgages and Raybuck Intra-family dealings – .75 hrs. @ $165.00/hr. $ 124.00

5. Jury Selection:

3/7/18-3/12/18:
Jury related matters from 3/7/2018 through 3/12/2018, including short conference with Court Administrator; forwarding to Jon a standard Questionnaire; conference with Court Administrator regarding Jury Selection; review and categorize for Jon all Juror Questionnaires on 3/12/18 and related communications – 3.42 hrs. @ $165.00/hr. $ 565.00

3/13/18 Conference with Jonathan and selection of Jury – 2.50 hrs. at $165.00 $ 413.00

3/15/18 Examine at the Court House each selected Jurors Questionnaire, analyze it and provide a Memo on each to Jonathan - .92 hrs. @ $165.00/hr. $ 152.00

4/30/18	First day of Trial – 1 hour set aside for Trial support as needed – 1 hr.		$ 165.00
5/1/18	Second day of Trial – 1 hour set aside for Trial support as needed – 1 hr.		$ 165.00
	TOTAL ATTORNEY FEE DUE		$ 4,198.00
6.	Costs and Expenses advanced, per attached List	(+)	$ 435.09
TOTAL FEES AND EXPENSES DUE			**$ 4,633.09**

NOTE: In addition to the foregoing, approximately 13 hours of Attorney's time was expended from September, 2013, through date of Statement for routine matters, including consultations with Jon regarding local practice; E-mails, filings, support services, and the like which are not being billed.

Arrowhead Systems, Inc.

Costs & Expenses:

		Amount
6/20/2014	USPS; Serve Motion to Compel	17.40
6/24/2014	Prothonotary - 4 subpoenas	12.00
8/11/2014	USPS; Mail Transcript of Proceedings	7.78
9/2/2014	FedEx	20.20
10/27/2014	US Mail; Serve Response to Summary Judgment	17.00
	1,120 Copies of Pleadings	56.00
	BAK Reporting, LLC; Transcript Fee	101.10
10/28/2014	USPS	19.68
1/19/2015	copies of Raybuck court case docs. relating to piercing corporate veil;	73.00
2/23/2015	FedEx; Mailing to J. Rudd	30.93
5/14/2015	Prothonotary; Copies	73.00
6/20/2016	Register and Recorder - Copies	7.00
	Total additional charges	$435.09

EXHIBIT 4

Transcript Fees Paid Directly By Plaintiffs

	Date	Amount	Description
	8/18/2014	$118.50	Vaughn E-Transcript
	8/18/2014	$60.00	Vaughn DVD
	8/28/2014	$625.00	Vincent Transcript
	8/28/2014	$524.70	Somerset and Bautista Transcripts
	9/15/2014	$191.75	Young Transcript
	10/28/2014	$297.50	Young DVD
	9/18/2014	$135.00	Kaplan Videoconferencing Site
	12/3/2014	$647.57	Kaplan Transcript and Video
	10/8/2014	$987.75	Raybuck and Sicard Transcripts
Total		$3,587.77	

INVOICE

Ripka, Boroski & Associates
Court Reporting & Video Services
800-542-4531
www.ripkaboroski.net

Invoice No.	Invoice Date	Job No.
240850	8/18/2014	194342
Job Date	**Case No.**	
8/12/2014	2006-02159-CD	
Case Name		
Arrowhead Conveyor Corporation, et al. v. Giuseppe's Finer Foods		
Payment Terms		
Due upon receipt		

Jonathan H. Rudd
McNees, Wallace & Nurick, LLC
100 Pine Street
Harrisburg, PA 17108

ETRANSCRIPT	
Rex Vaughn	118.50
TOTAL DUE >>>	**$118.50**

REPORTER: Claudia Weekly

Tax ID: REDACTED

Please detach bottom portion and return with payment.

Jonathan H. Rudd
McNees, Wallace & Nurick, LLC
100 Pine Street
Harrisburg, PA 17108

Invoice No. : 240850
Invoice Date : 8/18/2014
Total Due : $ 118.50

11/20/14

Remit To: **Ripka, Boroski & Associates, L.L.C.**
717 South Grand Traverse
P.O. Box 1206
Flint, MI 48501-1206

Job No. : 194342
BU ID : 1-MAIN
Case No. : 2006-02159-CD
Case Name : Arrowhead Conveyor Corporation, et al. v. Giuseppe's Finer Foods

INVOICE

Ripka, Boroski & Associates
Court Reporting & Video Services
800-542-4531
www.ripkaboroski.net

Invoice No.	Invoice Date	Job No.
240851	8/18/2014	194344
Job Date	**Case No.**	
8/12/2014	2006-02159-CD	
Case Name		
Arrowhead Conveyor Corporation, et al. v. Giuseppe's Finer Foods		
Payment Terms		
Due upon receipt		

Jonathan H. Rudd
McNees, Wallace & Nurick, LLC
100 Pine Street
Harrisburg, PA 17108

VIDEO TAPE DEPOSITION		
Rex Vaughn		0.00
Copies of DVDs	60.00	60.00
TOTAL DUE >>>		**$60.00**

REPORTER: Tracy Clegg

Tax ID: [redacted]

Please detach bottom portion and return with payment.

Jonathan H. Rudd
McNees, Wallace & Nurick, LLC
100 Pine Street
Harrisburg, PA 17108

Invoice No. : 240851
Invoice Date : 8/18/2014
Total Due : $ 60.00

11/19/14

Remit To: **Ripka, Boroski & Associates, L.L.C.**
717 South Grand Traverse
P.O. Box 1206
Flint, MI 48501-1206

Job No. : 194344
BU ID : 1-MAIN
Case No. : 2006-02159-CD
Case Name : Arrowhead Conveyor Corporation, et al. v. Giuseppe's Finer Foods

INVOICE

PLANET DEPOS

Invoice No.	Invoice Date	Job No.
81534	8/28/2014	63216
Job Date	**Case No.**	
8/11/2014	2006-2159-CD	
Case Name		
Arrowhead Conveyor Corp., et al -v- Giuseppe's Finer Foods, Inc., et al		
Payment Terms		
Due upon receipt		

Jonathan H. Rudd, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

TRANSCRIPT WITH INDEX OF:		
Patris E. Vincent	200.00 Pages	590.00
Processing Fee		35.00
	TOTAL DUE >>>	**$625.00**

Due upon receipt and is not contingent on client payment.

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REDACTED

For billing questions, please email billing@planetdepos.com or call 888.433.3767
Thank you for your business

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McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

Invoice No. : 81534
Invoice Date : 8/28/2014
Total Due : **$625.00**

11/17/14

Job No. : 63216
BU ID : 38-PITT-R
Case No. : 2006-2159-CD
Case Name : Arrowhead Conveyor Corp., et al -v- Giuseppe's Finer Foods, Inc., et al

Remit To: **Planet Depos, LLC**
405 East Gude Drive
Suite 209
Rockville, MD 20850

INVOICE

PLANET DEPOS

Invoice No.	Invoice Date	Job No.
81807	8/28/2014	63217
Job Date	**Case No.**	
8/12/2014	2006-2159-CD	
Case Name		
Arrowhead Conveyor Corp., et al -v- Giuseppe's Finer Foods, Inc., et al		
Payment Terms		
Due upon receipt		

Jonathan H. Rudd, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

TRANSCRIPT WITH INDEX OF:		
William Grant Somerset	95.00 Pages	280.25
TRANSCRIPT WITH INDEX OF:		
John Bautista	71.00 Pages	209.45
Processing Fee		35.00
	TOTAL DUE >>>	**$524.70**

Due upon receipt and is not contingent on client payment.

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REDACTED

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Jonathan H. Rudd, Esquire
McNees, Wallace & Nurick, LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

Invoice No. : 81807
Invoice Date : 8/28/2014
Total Due : **$524.70**

11/17/14

Job No. : 63217
BU ID : 38-PITT-R
Case No. : 2006-2159-CD
Case Name : Arrowhead Conveyor Corp., et al -v- Giuseppe's Finer Foods, Inc., et al

Remit To: **Planet Depos, LLC**
405 East Gude Drive
Suite 209
Rockville, MD 20850

INVOICE

Professional Video Services/Network Court Reporting
940 South Ave W
Ste C
Westfield, NJ 07090
Phone:866-256-1799 Fax:

Invoice No.	Invoice Date	Job No.
8814	9/15/2014	6754
Job Date	**Case No.**	
8/29/2014		
Case Name		
Arrowhead Conveyor Corp v. Giuseppe's Finer Food, Inc		
Payment Terms		
PAYMENT DUE UPON RECEIPT		

Jonathan Rudd, Esq.
McNees Wallace Nurick
100 Pine St
Harrisburg, PA 17108

1 CERTIFIED COPY OF TRANSCRIPT OF:			
Thomas Young	59.00 Pages	@ 3.25	191.75
	TOTAL DUE >>>		**$191.75**

DUE UPON RECEIPT.

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Tax ID:

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Jonathan Rudd, Esq.
McNees Wallace Nurick
100 Pine St
Harrisburg, PA 17108

Invoice No. : 8814
Invoice Date : 9/15/2014
Total Due : **$ 191.75**

11/19/14

Remit To: **Professional Video Services**
940 South Ave West
Suite 2C
Westfield, NJ 07090

Job No. : 6754
BU ID : PVSN
Case No. :
Case Name : Arrowhead Conveyor Corp v. Giuseppe's Finer Food, Inc

INVOICE

Professional Video Services
940 South Ave West
Suite 2C
Westfield, NJ 07090
Phone:866-357-1796 Fax:

Invoice No.	Invoice Date	Job No.
9148	10/28/2014	6755
Job Date	**Case No.**	
8/29/2014		
Case Name		
Arrowhead Conveyor Corp v. Giuseppe's Finer Food, Inc		
Payment Terms		
PAYMENT DUE UPON RECEIPT		

Jonathan Rudd, Esq.
McNees Wallace Nurick
100 Pine St
Harrisburg, PA 17108

Thomas Young		
DVD MPEG	2.00 Disks	200.00
Sync	1.50 Hours	75.00
Standard Shipping	1.00	22.50
	TOTAL DUE >>>	**$297.50**

DUE UPON RECEIPT.

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Tax ID REDACTED

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Jonathan Rudd, Esq.
McNees Wallace Nurick
100 Pine St
Harrisburg, PA 17108

Invoice No. : 9148
Invoice Date : 10/28/2014
Total Due : $ 297.50

11/9/14

Job No. : 6755
BU ID : PVS
Case No. :
Case Name : Arrowhead Conveyor Corp v. Giuseppe's Finer Food, Inc

Remit To: **Professional Video Services**
940 South Ave West
Suite 2C
Westfield, NJ 07090

ESQUIRE
Chicago
2700 Centennial Tower
101 Marietta Street
Atlanta, GA 30303

Tax Number: REDACTED
Toll Free (800) 211-DEPO
Fax (856) 437-5009

ESQUIRE
SOLUTIONS

Remit to:
Esquire Deposition Solutions, LLC
P. O. Box 846099
Dallas, TX 75284-6099
www.esquiresolutions.com

Invoice # ESQ179823

Invoice Date	09/18/2014
Terms	NET 30
Payment Due	10/18/2014
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

JONATHAN RUDD ,ESQ.
MCNEES, WALLACE & NURICK, LLC - HARRISBU
100 PINE STREET
HARRISBURG, PA 17108

Assignment	Case	Assignment #	Shipped	Shipped Via
08/27/2014	ARROWHEAD CONVEYOR vs. GIUSEPPE'S FINE	195597	09/16/2014	OTHER

Description	Amount
Services Provided on 08/27/2014, JEFFREY KAPLAN (CHICAGO, IL)	
VIDEO CONFERENCING SITE	$ 135.00
	$ 135.00

*****BLUE JEANS VIDEO CONFERENCE CHARGES SPLIT WITH ECKERT SEAMANS. THIS IS YOUR PORTION TO PAY*****

Tax:	$ 0.00
Paid:	$ 0.00
Amount Due On/Before 11/02/2014	**$ 135.00**
Amount Due After 11/02/2014	$ 148.50

Tax Number: REDACTED

Please detach and return this bottom portion with your payment
or pay online at **www.esquireconnect.net**

VISA MasterCard DISCOVER AMERICAN EXPRESS

ESQUIRE

Invoice #:	ESQ179823
Payment Due:	10/18/2014
Amount Due On/Before 11/02/2014	**$ 135.00**
Amount Due After 11/02/2014	$ 148.50

JONATHAN RUDD ,ESQ.
MCNEES, WALLACE & NURICK, LLC - HARRISBU
100 PINE STREET
HARRISBURG, PA 17108

Remit to:
Esquire Deposition Solutions, LLC
P. O. Box 846099
Dallas, TX 75284-6099
www.esquiresolutions.com

11/7/14

Thank you for your business!

193 0000179823 09182014 3 000013500 1 10182014 11022014 S 000014850 49

ESQUIRE
Chicago
2700 Centennial Tower
101 Marietta Street
Atlanta, GA 30303

Tax Number: REDACTED
Toll Free (800) 211-DEPO
Fax (856) 437-5009

ESQUIRE SOLUTIONS

Remit to:
Esquire Deposition Solutions, LLC
P. O. Box 846099
Dallas, TX 75284-6099
www.esquiresolutions.com

Invoice # ESQ220864

Invoice Date	12/03/2014
Terms	NET 30
Payment Due	01/02/2015
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

JONATHAN RUDD ,ESQ.
MCNEES, WALLACE & NURICK, LLC - HARRISBU
100 PINE STREET
HARRISBURG, PA 17108

Assignment	Case	Assignment #	Shipped	Shipped Via
08/27/2014	ARROWHEAD CONVEYOR vs. GIUSEPPE'S FINE	195597	11/25/2014	FED EX

Description	Amount
Services Provided on 08/27/2014, JEFFREY KAPLAN (CHICAGO, IL)	
ONE COPY OF TRANSCRIPT PACKAGE	$ 401.20
VIDEO	$ 160.00
HANDLING FEE	$ 30.00
DIGITAL TRANSCRIPT/EXHIBITS	$ 45.00
	$ 636.20
DELIVERY	$ 11.37
	$ 11.37
Tax:	$ 0.00
Paid:	$ 0.00
Amount Due On/Before 01/17/2015	**$ 647.57**
Amount Due After 01/17/2015	$ 712.33

Tax Number: REDACTED

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or pay online at **www.esquireconnect.com**

VISA MasterCard DISCOVER AMERICAN EXPRESS

ESQUIRE SOLUTIONS

Invoice #:	ESQ220864
Payment Due:	01/02/2015
Amount Due On/Before 01/17/2015	**$ 647.57**
Amount Due After 01/17/2015	$ 712.33

JONATHAN RUDD ,ESQ.
MCNEES, WALLACE & NURICK, LLC - HARRISBU
100 PINE STREET
HARRISBURG, PA 17108

Remit to:
Esquire Deposition Solutions, LLC
P. O. Box 846099
Dallas, TX 75284-6099
www.esquiresolutions.com

Thank you for your business!

193 0000220864 12032014 0 000064757 5 01022015 01172015 0 000071233 72

Thomas D. Snyder, Court Reporter
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814)765-2641 Ext. 2099

Tax ID [redacted]

Invoice Number: 1
Invoice Date: 10/08/14

Bill To:

JONATHAN H. RUDD, ESQUIRE
McNees Wallace & Nurick, LLC
P.O. Box 1166
Harrisburg, PA 17108

Description	Pages	Rate	Amount
Arrowhead -vs- Giusepp's et al. No. 06-2159-CD			
Hearing Date: August 19, 2014			
Testimony of:			
Luke C. Sicard, II	146 pgs	$2.75	$401.50
Dennis V. Raybuck	195 pgs	$2.75	$536.25
	Appearancee Fee:		$ 50.00
	Total Amount Due:		$987.75

THANK YOU

** Please Make Payment To **
Thomas D. Snyder, RPR

11/14/14

EXHIBIT 5

Travel Expenses Incurred and Paid For By Plaintiffs For Its Employees

	Event Date	Amount	Description
	7/25/2013	$763.60	Airfare for Somerset to attend hearing on 7/25/13
	8/11/2014	$453.20	Airfare for Vincent to attend deposition
	8/11/2014	$971.61	Lodging, meal, parking, gas, and rental car expenses for Vincent to attend deposition
	8/12/2014	$650.20	Airfare for Bautista to attend deposition
	4/30/2018	$271.60	Airfare for Stringfield to attend trial
	4/30/2018	$627.60	Airfare for Somerset to attend trial
	4/30/2018	$435.98	Lodging and parking for Somerset to attend trial
	4/30/2018	$593.08	Lodging, meals, gas, parking for Strinfield to attend trial
Total		$4,766.87	

Expedia

Pittsburgh

Wed Jul/24/2013 - Fri Jul/26/2013 | Itinerary # 1596-7871-3401

Important Information

- Remember to bring your itinerary and government-issued photo ID for airport check-in and security.

Dothan (DHN) → Pittsburgh (PIT)

Wed Jul/24/2013 - Fri Jul/26/2013, 1 round trip ticket

BOOKED
Delta GJXE7W

Your reservation is booked and ticketing is in progress. No need to call us to reconfirm this reservation.

Traveler Information

William Grant Somerset Adult	Delta SkyMiles 2256000148	Ticketing in progress

* Seat assignments, special meals, frequent flyer point awards and special assistance requests should be confirmed directly with the airline.

07/24/2013 - Departure 1 stop — Total travel time: 4 h 15 m

Dothan	Atlanta	1 h 1 m 177miles
DHN 5:34am	ATL 7:35am	

Delta 5257 Operated by EXPRESSJET DBA DELTA CONNECTION
Economy/Coach (H) | Confirm seats with the airline *

Layover: 1 h 30 m

Atlanta	Pittsburgh	1 h 44 m 528miles
ATL 9:05am	**PIT 10:49am**	

Delta 1295
Economy/Coach (H) | Confirm seats with the airline *

07/26/2013 - Return 1 stop — Total travel time: 4 h 10 m

Pittsburgh	Atlanta	1 h 41 m 528miles
PIT 7:20am	ATL 9:01am	

Delta 2126
Economy/Coach (H) | Confirm seats with the airline *

Layover: 1 h 30 m

Price Summary

Traveler 1: Adult	**$763.60**
Flight	$669.76
Taxes & Fees	$93.84
Expedia Booking Fee	$0.00
Total:	$763.60

All prices quoted in US dollars.

Additional Flight Services

- The airline may charge additional fees for checked baggage or other optional services.

Atlanta Dothan 0 h 59 m 177miles
ATL 10:31am **DHN 10:30am**
Delta 5113 Operated by EXPRESSJET DBA DELTA CONNECTION
Economy/Coach (H) | Confirm seats with the airline *

Airline Rules & Regulations

- Fares are not guaranteed until ticketed.
- We understand that sometimes plans change. We do not charge a cancel or change fee. When the airline charges such fees in accordance with its own policies, the cost will be passed on to you.
- **Tickets are nonrefundable, nontransferable and name changes are not allowed.**
- Please read the complete penalty rules for changes and cancellations applicable to this fare.
- Please read important information regarding airline liability limitations.

Need help with your reservation?

Call us at 1-877-261-3523

For faster service, mention itinerary # **1596-7871-3401**

Spakowicz, Marsha

From: Vincent, Pat
Sent: Wednesday, July 23, 2014 3:04 PM
To: Spakowicz, Marsha
Subject: FW: eTicket Itinerary and Receipt for Confirmation C9FGZ1

Pat

From: United Airlines, Inc. [mailto:unitedairlines@united.com]
Sent: Wednesday, July 23, 2014 3:00 PM
To: Vincent, Pat
Subject: eTicket Itinerary and Receipt for Confirmation C9FGZ1

UNITED | A STAR ALLIANCE MEMBER

Confirmation:
C9FGZ1
Check-In >

Issue Date: July 23, 2014

Traveler	eTicket Number	Frequent Flyer	Seats
VINCENT/PATRISMR	0162416132470	UA-BY40XXXX	18B/21D

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Sun, 10AUG14	UA3741	U	CHICAGO, IL (ORD - O'HARE) **4:38 PM**	PITTSBURGH, PA (PIT) **7:05 PM**	CRJ-700	

Flight operated by MESA AIRLINES doing business as UNITED EXPRESS.
If this is an originating flight on your itinerary, please check in at the UNITED AIRLINES TERM 1 ticket counter.

Tue, 12AUG14	UA1190	W	PITTSBURGH, PA (PIT) **9:20 AM**	CHICAGO, IL (ORD - O'HARE) **9:55 AM**	737-700	

FARE INFORMATION

Fare Breakdown		Form of Payment:
Airfare:	395.34USD	AMERICAN EXPRESS
U.S. Federal Transportation Tax:	29.66	Last Four Digits 2007
U.S. Flight Segment Tax:	8.00	
September 11th Security Fee:	11.20	
U.S. Passenger Facility Charge:	9.00	
Per Person Total:	453.20USD	
eTicket Total:	453.20USD	

The airfare you paid on this itinerary totals: 395.34 USD

The taxes, fees, and surcharges paid total: 57.86 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

NONREF/0VALUAFTDPT/CHGFEE
Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Additional Charges:

Wed., Jul. 23, 2014/American Express 2007 was charged 49.00 USD for the following: Extra Legroom / EDD 01629297356901

Wed., Jul. 23, 2014/American Express 2007 was charged 45.00 USD for the following: Extra Legroom / EDD 01629297356890

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1st bag	2nd bag	Max wt / dim per piece
8/10/2014 Chicago, IL (ORD - O'Hare) to Pittsburgh, PA (PIT)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)
8/12/2014 Pittsburgh, PA (PIT) to Chicago, IL (ORD - O'Hare)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)

Additional Baggage Information

The above amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary.

If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

Carry-on baggage information

United accepts one carry-on item with maximum dimensions of 9"x14"x22" (22 cm + 35 cm + 56 cm) in the aircraft cabin, along with one personal item such as a laptop bag with maximum dimensions of 9"x10"x17" (22 cm + 25 cm + 43 cm).

Due to FAA regulations, operating carriers may have different carry-on requirements.

Please check with the operating carrier for more information or go to united.com.

General Baggage Information

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges

allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items

or sporting equipment, visit united.com/baggage.

eTicket Reminders

- Check-in Requirement - Bags must be checked and boarding passes obtained at least 30 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.

EXCEPTION: When departing from Anchorage, Atlanta, Chicago, Cincinnati, Cleveland, Denver, Fort Lauderdale, Honolulu, Houston, Indianapolis, Jacksonville, Kahului, Kona, Las Vegas, Los Angeles,

Maui, Miami, Newark, Orange County (SNA), Orlando, Philadelphia, Phoenix, Reno, San Francisco, San Juan, PR,

St. Louis, Seattle, Tampa or Washington, DC (both IAD and DCA), the check in requirement time for Passengers and Bags is 45 minutes.

- **Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring your boarding pass or this eTicket Receipt along with photo identification to the airport.
- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger.
- For up to the minute flight information, sign-up for your Flight Status E-mail at united.com or call 1-800-824-6200; in Spanish 1-800-426-5561.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, flights and other important policies, go to united.com.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules above.

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- **Incorporated Terms** - Your travel is subject to United's Contract of Carriage terms. The Contract is available for inspection at any UA ticketing facility, united.com or by calling 1-800-UNITED-1. Passengers have the right to receive the full text of the terms incorporated by reference free of charge by mail or other delivery service. The Contract terms include rules about limits on liability for personal injury or death and for loss, damage, or delay of goods and baggage, check-in times, overbooking, security issues, reservations, denial of carriage, refunds, claims limits and restrictions, including time limitations for filing a claim or lawsuit, and schedule changes and irregularities. The Contract of Carriage contains further detail of these terms.
- **Additional Terms** - Depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to one or more of the following, may apply to your travel: (1) the ticket may not be refundable but may be exchangeable for a fee with another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) travel may be restricted to specific flights and/or times and minimum and/or maximum stay may be required.
- **Baggage Liability** - On domestic flights, United's maximum liability limit for checked baggage is $3400 USD per

passenger and United excludes liability for all unchecked baggage. For travel within the U.S., United excludes liability for fragile, valuable or perishable items carried in all baggage including jewelry, computers, cash, camera equipment and similar valuables. If any of these items are lost, damaged or delayed, you will not be entitled to any reimbursement. You can declare excess valuation on certain baggage at the airport, additional fees will apply.

- **ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY** – Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death of or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.
- **Notice—Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. *The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*
- **Personal Health** - For important health tips before your flight, including information on a serious condition called Deep Vein Thrombosis, please go to united.com.

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For assistance, please contact United Airlines via telephone or via e-mail.2014

Manage my reservation >
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Traveler Details

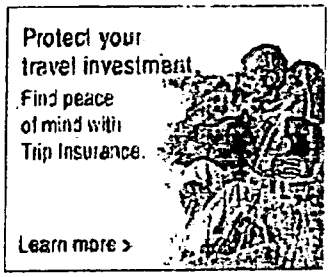
Mr. Patris Vincent

Seats: ORD - PIT: 18B
PIT - ORD: 21D



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Ticket Price Details

1 Adult (18-64)	$425.00
Additional Taxes/Fees	$28.20
Economy Plus	$94.00
ORD - PIT	
(Mr. Patris Vincent)	$45.00
PIT - ORD	
(Mr. Patris Vincent)	$49.00

Reason for waiving seat fees:(Required)

Total Fare $453.20

Manage my reservation

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- Earn 75 reward miles/day
- Earn 150 bonus reward miles when booking on united.com
- Choose Avis® or Hertz®

Total Fare: $453.20/UAA00AKY/WRA14AKN

Additional Trip Planning Tools

- Baggage Policies: View current baggage acceptance allowances.

Important Baggage Information

Carry-on baggage allowed
United accepts the following items, per customer to be carried on the aircraft at no charge.

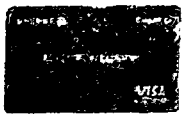
- One carry-on bag no more than 45 linear inches or 114 linear centimeters (L + W + H) or 14 inches x 9 inches x 22 inches (23 x 35 x 56 cm)

- One personal item (such as a shoulder or laptop bag).

Learn more about carry-on baggage policy

Checking bags for this itinerary
Checked baggage service charges are collected at any point in the itinerary where bags are checked. The bag service charges below reflect a maximum outside linear dimension of 62 linear inches (157 cm)

First and second baggage service charges per traveler as listed below:	1st bag	2nd bag	Weight per bag
Sun., Aug. 10, 2014 Chicago, IL (ORD - O'Hare) to Pittsburgh, PA (PIT)	**$25**	**$35**	50.0 lbs (23 kgs)
Tue., Aug. 12, 2014 Pittsburgh, PA (PIT) to Chicago, IL (ORD - O'Hare)	**$25**	**$35**	50.0 lbs (23 kgs)



Check Your First Bag for Free
Save up to $100 per roundtrip. Primary Cardmembers and a companion on the same reservation can check their first bag free on United-operated flights when purchasing tickets with their Explorer Card.

Learn more

These amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary. If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges, allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage

Find United on

View our Privacy Policy.

A STAR ALLIANCE MEMBER

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If you are experiencing technical issues, please contact united.com Support via e-mail or telephone.

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United Airlines, Inc. - MileagePlus Service Center
P.O. Box 6120 Rapid City, SD
57709-6120 USA

Record Locator **BRBQEW**

Itinerary

Carrier	Flight #	Departing	Arriving	Fare Code
American Airlines	4331	CHICAGO OHARE SUN 10AUG 6:10 PM	PITTSBURGH 8:35 PM	M
	OPERATED BY REPUBLIC AIRLINES AS AMERICAN EAGLE CHECK-IN WITH AMERICAN EAGLE			
John Bautista	Seat 11A	Economy		Food For Purchase
American Airlines	4315	PITTSBURGH WED 13AUG 4:15 PM	CHICAGO OHARE 5:00 PM	L
	OPERATED BY REPUBLIC AIRLINES AS AMERICAN EAGLE CHECK-IN WITH AMERICAN EAGLE			
John Bautista	Seat 12D	Economy		Food For Purchase

Receipt

Passenger	Ticket #	Fare-USD	Taxes and Carrier-Imposed Fees	Ticket Total
John Bautista	0012392062095	578.60	71.60	650.20

John Bautista - Additional Fare Collection
216.00

Additional Services	Date	Currency	Amount
Ticket Change	07 AUG 14	USD	200.00

Exchange: MasterCard XXXXXXXXXXXX5978

Additional Services are subject to credit card approval at time of ticketing. Additional Services may appear on multiple accompanied documents as a matter of reference.

You have purchased a NON-REFUNDABLE fare. The itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has no value. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

Electronic tickets are NOT TRANSFERABLE. Tickets with nonrestrictive fares are valid for one year from original date of issue. If you have questions regarding our refund policy, please visit www.aa.com/refunds.

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

Check-in times will vary by departure location. In order to determine the time you need to check-in at the airport, please visit

Spakowicz, Marsha

Subject: J. BAUTISTA 08/10/14 Itinerary

From: americanairlines@aa.com [mailto:americanairlines@aa.com]
Sent: Thursday, August 07, 2014 4:15 PM
To: Spakowicz, Marsha <mspakowicz@arrowheadsystems.com>
Subject: J. BAUTISTA 08/10/14 Itinerary

AA Record Locator: BRBQEW
Status: Purchased - Aug 04, 2014

Your Itinerary

Carrier	Flight Number	Departing		Arriving		Booking Code	Meals
		City	Date & Time	City	Time		
AMERICAN AIRLINES OPERATED BY REPUBLIC AIRLINES AS AMERICAN EAGLE	4331	ORD Chicago	Aug 10, 2014 06:10 PM	PIT Pittsburgh	Aug 10, 2014 08:35 PM	M	Food for Purchase
AMERICAN AIRLINES OPERATED BY REPUBLIC AIRLINES AS AMERICAN EAGLE	4315	PIT Pittsburgh	Aug 13, 2014 04:15 PM	ORD Chicago	Aug 13, 2014 05:00 PM	L	Food for Purchase

Traveler Information

Passenger	Cabin Class	Seat Assignment
JOHN BAUTISTA	Economy	11A
JOHN BAUTISTA	Economy	12D

(null) .

Traveling passengers may check in and obtain boarding passes for U.S. domestic electronic tickets within 24 hours of the flight time online at AA.com by using www.aa.com/checkin or at a Self-Service Check-In machine at the airport. Check-in options may be found at www.aa.com/options. For information regarding American Airlines checked baggage policies, please visit www.aa.com/baggageinfo.

Travelers must present a government-issue photo ID with either a boarding pass or a priority verification card at the security screening checkpoint

Please remember flight details are subject to change. In order to check a flight's status, gate, or departure and arrival time, go to www.aa.com and enter the flight information in the Gates and Times search area. In order to receive automatic notifications of flight changes, click on the Flight Status Notifications section on the www.aa.com homepage and enter the required flight and contact information.

Spakowicz, Marsha

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, April 03, 2018 9:40 AM
To: Spakowicz, Marsha
Subject: Flight reservation (OQNXKB) | 29APR18 | MKE-PIT | Stringfield/Marvin Lyle

Thanks for choosing Southwest® for your trip.

Log in | View my itinerary

Southwest

Check In Online | Check Flight Status | Change Flight | Special Offers | Hotel Offers | Car Offers

Ready for takeoff!

Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

Save up to 35%
on base rates and earn up to 2,400 Rapid Rewards® points. Terms apply.
Hertz
Book car >

Air Itinerary

AIR Confirmation: OQNXKB

Confirmation Date: 04/3/2018

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
STRINGFIELD/MARVIN LYLE	336748963	5261431227567	Apr 3, 2019	1262

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Sun Apr 29	3217	Depart **MILWAUKEE, WI** (MKE) on Southwest Airlines at **07:05 AM** Arrive in BALTIMORE/WASHINGTON, MD (BWI) at 09:55 AM Wanna Get Away
	4586	Change planes to Southwest Airlines in BALTIMORE/WASHINGTON, MD (BWI) at 11:05 AM Arrive in **PITTSBURGH, PA** (PIT) at **12:05 PM** Travel Time 4 hrs 0 mins Wanna Get Away
Date	**Flight**	**Departure/Arrival**
Wed May 2	2034	Depart **PITTSBURGH, PA** (PIT) on Southwest Airlines at **11:40 AM** Arrive in BALTIMORE/WASHINGTON, MD (BWI) at 12:40 PM Wanna Get Away
	100	Change planes to Southwest Airlines in BALTIMORE/WASHINGTON, MD (BWI) at 03:15 PM Arrive in **MILWAUKEE, WI** (MKE) at **04:15 PM** Travel Time 5 hrs 35 mins Wanna Get Away


Earn up to 10,000 Rapid Rewards® points per night.
Select your room >

Add a rental car
✔ Earn Rapid Rewards® points
✔ Guaranteed low rates
✔ Free cancellation
Book car

Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.

Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.

30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.

10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.

If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

Need to make a change? Keep your confirmation number on record. It will be used to retrieve your reservation and apply funds to future travel.

Travel more for less.
Exclusive deals for your favorite destinations.
Sign up and save ›

Southwest®
Rapid Rewards
✔ Unlimited reward seats
✔ No blackout dates
✔ Redeem for International flights and more
Enroll now ›

Air Cost: 271.60

Fare Rule(s): 5261431227567: NONREFUNDABLE/NONTRANSFERABLE STANDBY REQ UPGRADE TO Y -BG WN
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

MKE WN X/BWI WN PIT105.12WN X/BWI WN MKE105.12USD210.24END ZP MKE4.10BWI4.10PIT4.10BWI4.10 XF MKE4.5BWI4.5PIT4.5BWI4.5

NLAVWNRO
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NLAVWNRO

Learn about our boarding process

Learn about inflight WiFi & entertainment

Cost and Payment Summary

AIR - OQNXKB

Base Fare	$ 210.24
Excise Taxes	$ 15.76
September 11th Security Fee	$ 11.20
Segment Fee	$ 16.40
Passenger Facility Charge	$ 18.00
Total Air Cost	**$ 271.60**

Payment Information
Payment Type: Visa XXXXXXXXXXXX8876
Date: Apr 3, 2018
Payment Amount: $271.60

Useful Tools

Check In Online
Early Bird Check-In
View/Share Itinerary
Change Air Reservation
Cancel Air Reservation
Check Flight Status
Flight Status Notification
Book a Car
Book a Hotel

Know Before You Go

In the Airport
Baggage Policies
Suggested Airport Arrival Times
Security Procedures
Customers of Size
In the Air
Purchasing and Refunds

Special Travel Needs

Traveling with Children
Traveling with Pets
Unaccompanied Minors
Baby on Board
Customers with Disabilities

Legal Policies & Helpful Information

Privacy Policy
Notice of Incorporated Terms
Customer Service Commitment
FAQs
Contact Us

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our Privacy Policy.

[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.
[2] Security Fee is the government-imposed September 11th Security Fee

Prohibition on Multiple/Conflicting Reservations: To promote seat availability for our Customers, Southwest prohibits multiple reservations for the same Passenger, departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively cancelled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as travel funds for use

Spakowicz, Marsha

From: Delta Air Lines <DeltaAirLines@e.delta.com>
Sent: Tuesday, April 03, 2018 12:40 PM
To: Spakowicz, Marsha
Subject: Your Flight Receipt - WILLIAM GRANT SOMERSET 29APR18

DELTA

Hello, WILLIAM GRANT

SkyMiles #*******148 >

Your Trip Confirmation #: GSMVVV

MANAGE MY TRIP >

Sun, 29APR	**DEPART**	**ARRIVE**
DELTA 4640*	DOTHAN, AL	ATLANTA
Main Cabin (L)	6:50am	9:02am
DELTA 1599	ATLANTA	PITTSBURGH, PA
Main Cabin (L)	11:29am	1:11pm
Wed, 02MAY	**DEPART**	**ARRIVE**
DELTA 2161	PITTSBURGH, PA	ATLANTA
Main Cabin (U)	9:45am	11:24am
DELTA 4586*	ATLANTA	DOTHAN, AL
Main Cabin (U)	1:58pm	1:59pm

*Flight 4640 Operated by SKYWEST DBA DELTA CONNECTION
*Flight 4586 Operated by SKYWEST DBA DELTA CONNECTION

NEW SERVICE & SUPPORT ANIMAL REQUIREMENTS

Delta welcomes trained service animals, including psychiatric service and emotional support animals on our flights. Effective March 1, 2018 we are changing our requirements. For these requirements please go to: delta.com/animals.

AUTOMATIC CHECK-IN NOW AVAILABLE

We've added Automatic Check-In to the Fly Delta app to save you time and hassle. This means if you're traveling in the United States, Puerto Rico or the U.S Virgin Islands, we'll automatically check you in 24 hours prior to your scheduled departure. Just open the app and you'll be on your way. Don't have the app? Click here to download. Learn more about automatic check-in.

RESTRICTED HAZARDOUS ITEMS

To ensure the safety of our customers and employees, **Delta will no longer accept smart bags with non-removable lithium-ion batteries** as carry-on or checked baggage on any Delta mainline or Connection flight. For more information, please visit our News Hub.

Hoverboards or any lithium battery powered self-balancing personal transportation devices are also not permitted as both carry-on and checked baggage.

Spare batteries for other devices, fuel cells, and e-cigarettes are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, they must be removed and carried in the cabin. Further information and specific guidelines regarding restricted items can be found here.

Passenger Info

NAME	FLIGHT	SEAT
WILLIAM GRANT SOMERSET	DELTA 4640	03B
SkyMiles #*******148	DELTA 1599	12C
Diamond	DELTA 2161	12C
	DELTA 4586	03C

Visit delta.com or use the Fly Delta app to view, select or change your seat.
If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

Flight Receipt

Ticket #: 0062319403190

Place of Issue: Delta.com

Ticket Issue Date: 03APR18

Ticket Expiration Date: 03APR19

METHOD OF PAYMENT

VI**********8876	**$627.60 USD**

CHARGES

Air Transportation Charges	
Base Fare	$541.39 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	$11.20 USD
United States - Transportation Tax (US)	$40.61 USD
United States - Passenger Facility Charge (XF)	$18.00 USD
United States - Flight Segment Tax (ZP)	$16.40 USD

TICKET AMOUNT **$627.60 USD**

NONREF/PENALTY APPLIES

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: DHN DL X/ATL DL PIT284.65LAUOA0ML DL X/ATL DL DHN256.74UAUNA0ML USD541.39END ZP DHNATLPITATL XF DHN4.5ATL4.5PIT4.5ATL4.5

Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage,** this will be taken into account when you check in.

Sun 29 Apr 2018	DELTA: DHN ▸ATL	
CARRY ON	FIRST	SECOND
FREE	$25USD	$35USD

Sun 29 Apr 2018	DELTA: ATL ▸PIT	
CARRY ON	FIRST	SECOND
INCLUDED	INCLUDED	INCLUDED

Visit delta.com for details on baggage embargos that may apply to your itinerary.

Wed 02 May 2018	DELTA: PIT ▸ATL	
CARRY ON	FIRST	SECOND
FREE	$25USD	$35USD

Wed 02 May 2018	DELTA: ATL ▸DHN	
CARRY ON	FIRST	SECOND
INCLUDED	INCLUDED	INCLUDED

Visit delta.com for details on baggage embargos that may apply to your itinerary.

Transportation of Hazardous Materials

Holiday Inn Express & Suites

28 05-01-18

William Somerset	Folio No. :	Room No. :	207
173 Blake Dr	A/R Number :	Arrival	04-29-18
Midland-City Us AL 36350-3240	Group Code :	Departure	05-01-18
United States	Company : **Business**	Conf. No.	28454074
	Membership No. : **PC 302116056**	Rate Code	IGCOR
	Invoice No. :	Page No	1 of 1

Date	Description	Charges	Credits
04-29-18	*Accommodation	[illegible]	
04-29-18	State Tax	[illegible]	
04-29-18	Occupancy Tax	[illegible]	
04-30-18	*Accommodation	114.00	
04-30-18	State Tax	6.84	
04-30-18	Occupancy Tax	3.12	
	Total	226.72	0.00
	Balance	**226.72**	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not w[illegible] to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount [illegible] a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Hilton Garden Inn
Pittsburgh Airport

9600 University Blvd. • Moon Township, PA 15108
Phone (412) 205-5400 • Fax (412) 205-5401
Reservations
www.HGI.com or 1 877 STAY HGI

Name & Address

SOMERSET, WILLIAM

PA
UNITED STATES OF AMERICA

Room 226/O2
Arrival Date 5/1/2018 6:52:00 PM
Departure Date 5/2/2018 5:59:00 AM

Adult/Child 2/0
Room Rate 159.00

Rate Plan: LV3
HH #
AL
Ca":

Confirmation Number: 3439285043

Hilton

5/2/2018

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDITS	BALANCE
5/1/2018	GUEST ROOM	KIMBERLYC 1	129247	$159.00		
5/1/2018	STATE TAX	KIMBERLYC 1	129247	$11 13		
5/1/2018	LOCAL TAX	KIMBERLYC 1	129247	$1.59		
5/1/2018	OCCUPANCY TAX	KIMBERLYC 1	129247	$9.54		
5/2/2018	MC *9702	KIMBERLYC 1	129345		($181.26)	
	BALANCE					

Parking

Dothan Airport

David Cherry

Date: 05/02/18
Time: 01:52 PM
Receipt no. 23/123/0

* Original *

Ticket: 106700
In : 04/29/18 05:34 AM
Valid: 05/02/18 01:52 PM
Rate: 0

Fee: 28.00
Paid: 40.00
Change: 12.00

Thank You for Visiting!

Report Name : Giuseppe's

Employee

Employee Name : Stringfield, Marvin L.

Employee ID : ABE-001031

Report Header

Business Purpose : Giuseppe's-Litigation

Report Date : 05/20/2018

Approval Status : Approved

Currency : US, Dollar

Transaction Date	Expense Type	Business Purpose	Vendor	City of Purchase	Payment Type	Amount	*Company	*Department	*Project	*Billable	Account Code 1
05/02/2018	Breakfast	Giuseppe's-Litigation	Dunkin Donuts	Pittsburgh	Out of Pocket	$6.20	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
04/29/2018	Breakfast	Giuseppe's-Litigation	McDonald"s	Watertown	Out of Pocket	$5.05	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
05/02/2018	Dinner	Giuseppe's-Litigation	Burger King	Clearfield	Out of Pocket	$9.94	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
05/02/2018	Dinner	Giuseppe's-Litigation	Hilton Garden Inn	Pittsburgh	Out of Pocket	$38.10	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
04/29/2018	Dinner	Giuseppe's-Litigation	Domino's Pizza	Clearfield	Out of Pocket	$14.55	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
05/02/2018	Fuel	Giuseppe's-Litigation	Sheetz	Pittsburgh	Out of Pocket	$32.00	A&B Engineering Services LLC	Sales Admin/Applications		No	6630-310
05/02/2018	Hotel	Giuseppe's-Litigation	Holiday Inn Express	Baltimore	Out of Pocket	$226.72	A&B Engineering Services LLC	Sales Admin/Applications		No	
05/02/2018	Hotel	Giuseppe's-Litigation	Hilton Garden Inn	Pittsburgh	Out of Pocket	$161.37	A&B Engineering Services LLC	Sales Admin/Applications		No	
05/02/2018	Lunch	Giuseppe's-Litigation	Silver Diner	Baltimore	Out of Pocket	$21.00	A&B Engineering Services LLC	Sales Admin/Applications		No	6640-310
05/02/2018	Parking	Giuseppe's-Litigation	General Mitchell International Airport	Milwaukee	Out of Pocket	$60.00	A&B Engineering Services LLC	Sales Admin/Applications		No	6630-310

05/26/2018	Tolls/Road Charges	Litigation	Enterprise	Pittsburgh	Out of Pocket	$18.15	A&B Engineering Services LLC	Sales Admin/Applications	Guiseppes's	No	6630-310

Company Disbursements

Amount Due Employee : $593.08
Amount Due Company Card : $0.00
Total Paid By Company : $593.08

Employee Disbursements

Amount Due Company Card From Employee : $0.00
Total Paid By Employee : $0.00

Enterprise

>03271 91642642 P01UD C601 51155
MARVIN STRINGFIELD
225 JONES ST
CAMBRIA, MI 53923

05/15/2018

Dear Enterprise Customer,

We recently were notified by a toll authority or another agency that your rental vehicle incurred a citation or toll during your rental period. As a result, and in order to help you avoid additional charges and/or penalties, we are immediately paying the invoice Amount Due on your behalf. However, in accordance with the terms of your rental agreement, you are responsible for all citations and toll charges incurred during your rental period. In addition, as provided by your rental agreement we are assessing a fee, which is applied towards the costs of administering citations and tolls.

You have the following options to remit payment for the Total Amount Due below:

Pay Online @: https://www.enterprise.com/citationPayment/

Pay by Check or Money Order: Please make check payable to Enterprise and mail your payment and invoice number (as indicated below) to the following address: Enterprise PO BOX 403328 Atlanta, GA 30384-3328.

Invoice/Notice Information

Issuing Agency	: Regional Toll Authority
Invoice Number	: E70271058
Date/Time of Occurrence	: 04/29/2018 @ 02:10 PM
Location of Occurrence	: PTC - W18
Plate Number	: 4DB5161
Plate State	: Maryland
Invoice Amount Due	: $4.15
Fee Due	: $14.00
Invoice Type	: TOLL

Contract Information

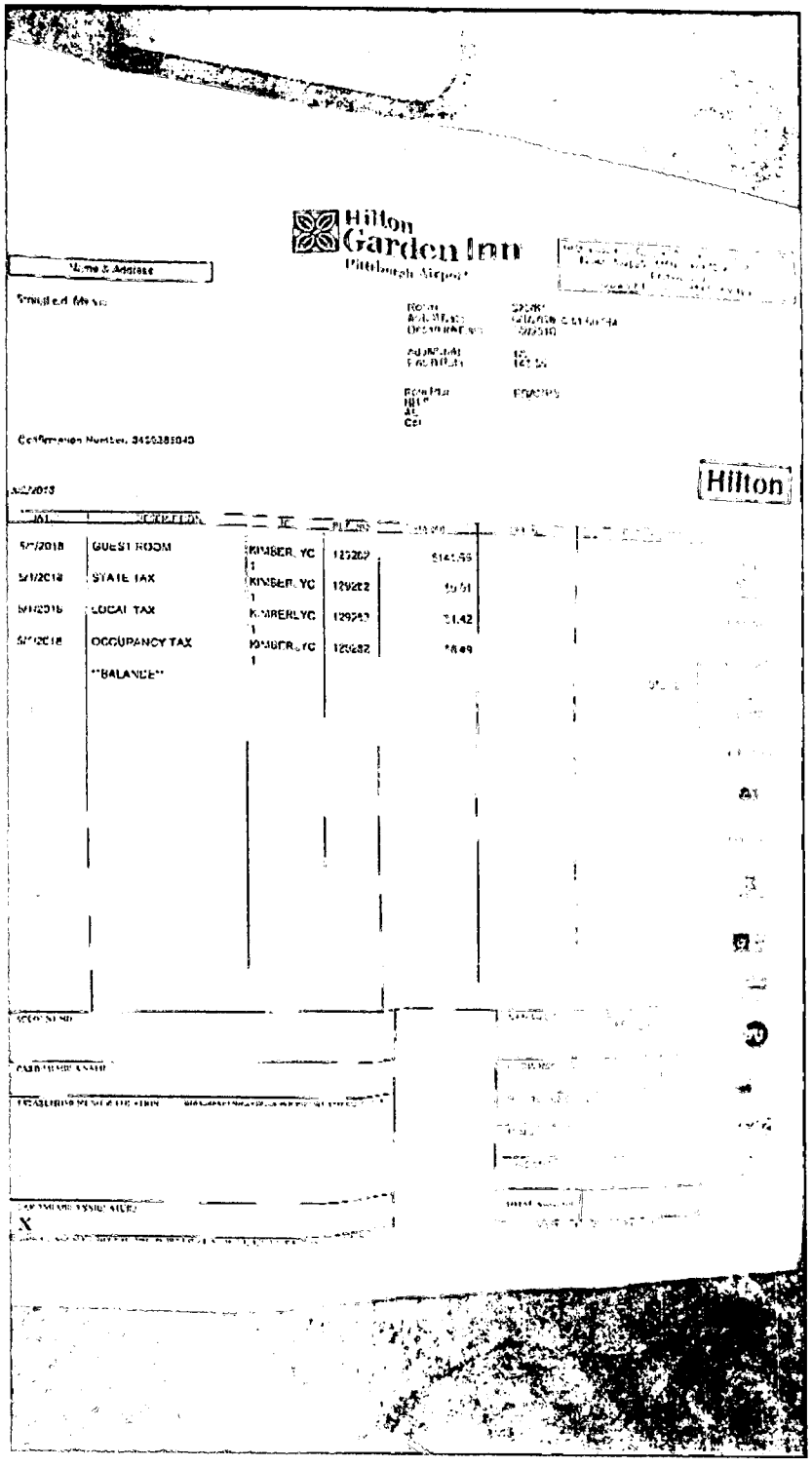
Renter Name	: STRINGFIELD* MARVIN*
Renter Address	: 225 JONES ST CAMBRIA, MI 53923
Rental Agreement Number	: 341105672
Contract Open Dte/Time	: 04/29/2018 @ 12:22 PM
Contract Close Dte/Time	: 05/02/2018 @ 10:18 AM

Total Amount Due:$18.15

Our goal is to handle these types of citations and toll charges as promptly and fairly as possible. If the invoice number above begins with the letter E and the issuing agency is "Regional Toll Authority", you may visit www.htallc.com/tollpass to obtain detailed toll listings. For all other inquiries or to file an appeal, you may visit https://enterprise.custhelp.com/app/cs/citation_0100e or call 800-935-0112.

Sincerely,
Customer Service Department

91642642 P01UD C601 03271 001901



Hilton Garden Inn
Pittsburgh Airport

Name & Address

Confirmation Number: 3455385040

Hilton

DATE	DESCRIPTION	REFERENCE		
5/7/2018	GUEST ROOM	KIMBER, YC 1	129269	$141.55
5/7/2018	STATE TAX	KIMBER, YC 1	129282	$9.91
5/7/2018	LOCAL TAX	KIMBER, YC 1	129283	$3.42
5/7/2018	OCCUPANCY TAX	KIMBER, YC 1	129282	$4.49
	BALANCE			

X

Holiday Inn Express & Suites

05-01-18

Marvin! Stringfield
225 Jones St
Cambria WI 53923-8832
United States

Folio No. :
A/R Number :
Group Code :
Company : Business
Membership No. : PC 555666955
Invoice No. :

Room No : 213
Arrival : 04-29-18
Departure : 05-01-18
Conf. No. : 63498529
Rate Code : IGCOR
Page No. : 1 of 1

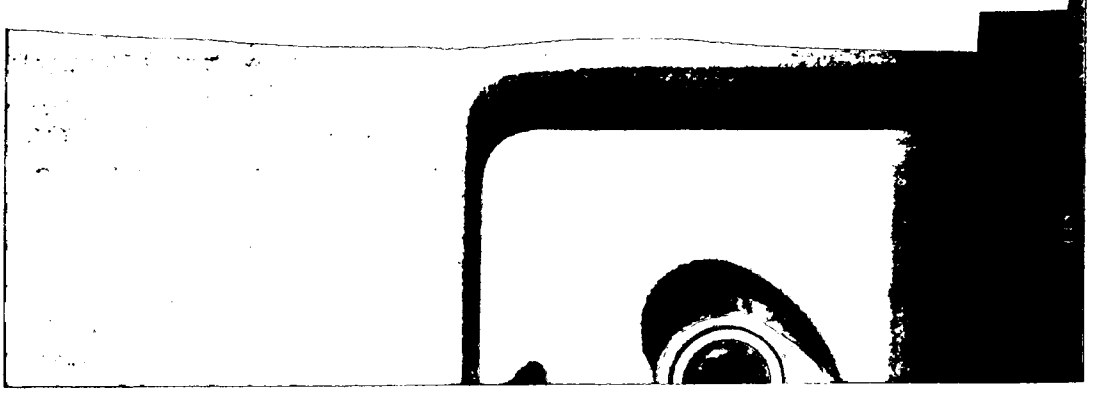
Date	Description	Charges	Credits
04-29-18	*Accommodation	94.00	
04-29-18	State Tax	5.64	
04-29-18	Occupancy Tax	2.82	
04-30-18	*Accommodation	114.00	
04-30-18	State Tax	6.84	
04-30-18	Occupancy Tax	3.42	
	Total	226.72	0.00
	Balance	226.72	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express and Suites
1625 Industrial Park Road
Clearfield, PA 16830
Telephone: (814) 765-7500 Fax: (814) 768-7600



301

BUY ONE GET ONE FREE QUARTER POUNDER
W/ CHEESE OR EGG MCMUFFIN
Go to www.mcdvoice.com within 7 days
and tell us about your visit
Validation Code: _____
Expires30 days after receipt date
Survey Code:
22982-03010-42918-05031-00050-5

McDonald's Restaurant #22982
800 EAST LINMAR ROAD
WATERTOWN, WI 53094
TEL# 920-699-4077

KS# 3 04/29/2018 05:03 AM
Side1 Order 01

1 Sau Egg McMuff Ml-Hb	4.79
1 S Coffee	
Subtotal	4.79
Tax	0.26
Take-Out Total	5.05
Cashless	5.05
Change	0.00

MER# 159711
CARD ISSUER ACCOUNT#
CHASE VISA SALE **********9776
TRANSACTION AMOUNT 5.05
CHIP READ
AUTHORIZATION CODE - 02312C
SEQ# 044605
AID: A0000000031010

For career opportunities at this
location apply online at
www.mcdonalds.com

CREDIT CARD
ORDER

Payment Status: APPROVED

4769
Domino's Pizza
(814) 765-6640

4/29/2018 10:32
Order 372309 Server 851
Rewards Code: TR93Xd2X

Delivery
MARVIN
000 Holiday Inn EXPRESS # 213
(920) 210-7415

Visa
CREDIT CARD # XXXXXXXXXXX9776
REFERENCE 16947561564
APPROVAL CODE 071040

Amount $14.55

Tip _____

Total _____

X_____
SIGNATURE

I AGREE TO PAY THE ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT

Join our Piece of the Pie
Rewards Program at dominos.com

THIS ORDER CAN STILL EARN
POINTS TOWARD FREE PIZZA!
VISIT DOMINOS.COM/CLAIMREWARDS
WITHIN 30 DAYS TO CLAIM
THE POINTS

10% tip is $1.46 for a total of $16.01
15% tip is $2.18 for a total of $16.73
20% tip is $2.91 for a total of [illegible]

y Blvd
10
$3.009/G
10.92 Gal

Burger King ®
#2571

Route 879 & I-80
Clearfield, PA 16830
(814) 765-2127

ORDER 64

TAKE OUT

1 CMMD DBL SOUR/B
1 *DBL SOUR KNG BAC
1 NO onion
1 *MD FRY
1 *MD COKE

****

Free WHOPPER Sandwich or
Original Chicken Sandwich
Purchase required

Survey Code: 17624-04002-40533-080105

www.mybkexperience.com (English or Espanol)

****

SUBTOTAL	9.38
Tax (6.000%)	0.56
TOTAL	9.94
CASH	10.00
CHANGE	0.06

==========

WHOPPER ® Sandwich for your thoughts:
www.mybkexperience.com
CHECK ON REVERSE FOR FOOD OFFER

==========

Mon Apr 30 2018 09:40 PM T=001 T=4 C=234

Hilton Garden Inn
9600 University Blvd
1-412-205-5400

Server: Tracy
08:18 PM
2/1

DOB: 05/01/2018
05/01/2018
2/20023

SALE

VISA 2097163
Card #XXXXXXXXXXXX9776
Magnetic card present: STRINGFIELD MARVIN
Card Entry Method: S

Approval: 04855C

Amount: $32.10
+ Tip: 6.00
= Total: 38.10

I agree to pay the above
total amount according to the
card issuer agreement.

X

Customer Copy

GENERAL M
INTERNATIONAL
5300 S. 108th
MILWAUKEE
SURFACE LOT
Booth 39076
05/02/18 16:35
04/29/18 05:51 In
Ticket 081267
JUNE 2018 4 $
Total Fee $ 60.00
VISA CARD $ 60.00
XXXXXXXXXXXX9776
Approval No.:086620
Reference No.:753
Change Due $ 0.00
THANK YOU
AND
DRIVE CAREFULLY
MKE PARKING
414-747-4561

WELCOME TO DUNKIN DONUTS!
Dunkin Donuts Store #357131
Phone Number 412-493-0463

ORDER # 474

Location: HUDD1812
Device: S01812R003
Origin: POS
Order ID: 2421
Trans #: 1474
Cashier: courtney
Date: 05/02/2018
Time: 10:38 AM

Take Out

1 TURKEY SSG SAND	$3.75
*English Muffin	
1 MED HOT COFFEE	$2.10
Subtotal	$5.85
Sales Tax	$0.35
TOTAL	$6.20
Paid - Card#: **********9776	
VISA	$6.20

Approved
APPROVAL: 04432C
APPL: VISA CREDIT
ENTRY METHOD: Inserted
AID: A0000000031010
TC: F25457B8384E5C3b
TVR: 0080008000
TSI: F800
IAD: E3F7DBE3F765F0433030

Balance $0.00

X

Hey America Want a free donut?
Go to www.telldunkin.com in the next
3 days and receive a free donut with
the purchase of a Medium or Large
beverage on your next visit.
PC#: 357131

VALIDATION CODE: _____

SILVER DINER
BWI Airport

Date: May02'18 01:26PM
Card Type: Visa/M.C.
Acct #: XXXXXXXXXXXX9776
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: KTK007241058788
Auth Code: 057486
Check: 3145
Table: 29/1
Server: 102 CHERYL W

Subtotal: 16.94
Tip: 4.06
Total: 21.00

Signature

Please select amount below according to your card issuer agreement

* * * * Customer Copy * * * *

SILVER DINER
BWI

[illegible]

[illegible] Code
[illegible] Balance Due 0.00

[illegible]
[illegible] 65.00 CR
PURCHASE OF 15.00
ON YOUR NEXT VISIT

SHARE YOUR FEEDBACK WITH US AT
[illegible]
WITHIN THE NEXT 3 DAYS

[illegible]

VALIDATION CODE

[illegible]
at any Silver Diner
One coupon per visit
No cash value
Cannot be combined
with any other offer
No substitutions

Subtotal
Tax
[illegible]

[illegible]

EXHIBIT 6

Grant Thornton Invoices				
Date	**Amount**	**Amount Included for expense claim**		**Reason**
Jun-11	$3,150.00	$600.00		Twenty-five percent of Braver's work on 5/17 - 5/19/11 ($2,400) is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Aug-11	$15,356.25	$3,839.06		Twenty-five percent of this invoice is attributed to the claims for breach of contract since Grant Thornton was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act

Date	Amount	Amount Included for expense claim		Reason
Sep-11	$13,585.07	$3,396.27		Twenty-five percent of this invoice is attributed to the claims for breach of contract since Grant Thornton was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Nov-11	$15,447.00	$3,861.75		Twenty-five percent of this invoice is attributed to the claims for breach of contract since Grant Thornton was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Dec-11	$6,062.16	$225.00		Twenty-five percent of Braver's work on 10/31/11 ($900) is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Subtotal	$53,600.48	$11,922.08		

Ron Braver Invoices				
Date	**Amount**	**Amount Included for expense claim**		**Reason**
Jul-13	$7,818.75	$5,681.25		The time spent from 7/18 - 7/26/13 related to opposing Defendants' motion for non pros and was necessary as part of Plaintiffs' pursuit of claim for breach of contract
Jun-13	$393.75	$98.44		Twenty-five percent of Braver's work on this invoice is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Jul-14	$562.50	$140.63		Twenty-five percent of Braver's work on this invoice is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act

Date	Amount	Amount Included for expense claim		Reason
Aug-14	$11,937.32	$2,984.33		Twenty-five percent of Braver's work on this invoice is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Sep-14	$2,617.04	$654.26		Twenty-five percent of Braver's work on this invoice is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act

Date	Amount	Amount Included for expense claim		Reason
Nov-14	$45,937.50	$484.38		Twenty-five percent of Braver's work on 11/15 - 16/2014 ($1,937.50) is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Dec-14	$2,587.50	$337.50		Twenty-five percent of Braver's work on 12/13 - 14/2014 ($1,350) is attributed to the claims for breach of contract since he was also tasked with evaluating the alleged damages Guiseppe's was claiming in an attempt to offset the amount it owed Plaintiffs, considering whether Guiseppe's financial condition provided any relevant evidence on whether Guiseppe's wrongfully withheld payment from Plaintiffs, determining if there was anything in Giuseppe's financial documents that would constitute an admission as to the amount claimed by Plaintiffs, and generally looking for anything that would assist Plaintiffs in the pursuit of their claim for breach of contract and recovery under the Contractor and Subcontractor Payment Act
Subtotal	$71,854.36	$10,380.79		
Total	$125,454.84	$22,302.87		

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Grant Thornton LLP
175 West Jackson Blvd
Chicago, IL 60604

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www.GrantThornton.com

09672 Account
2749 Cost Ctr

To: Arrowhead Systems, Inc.
Attn: Susan Ingersoll
124 North Columbus Street
Randolph, WI 53956

Date: June 15, 2011

Bill Number: 952310322 **Client-Assignment Code:** 0702650-23744

For professional services rendered through May 31, 2011.	$	3,150.00
Total Amount of Bill:	**$**	**3,150.00**

Terms: As agreed upon
Federal ID No REDACTED

2120-424

Grant Thornton

Bill Number: 952310322

Client-Assignment Code: 0702650.23744

Timekeeper Time Detail

Date	Act Tkpr Name	Narrative	Hours	Rate	Total
5/17/2011	Braver, Ronald H	Examined email and records provided by Jonathan Rudd	1.00	300.00	$ 300.00
5/18/2011	Braver, Ronald H	Examined email and records provided by Jonathan Rudd	6.00	300.00	$ 1,800.00
5/19/2011	Braver, Ronald H	Contacted accountant, attorney and John Bautista; Examined additional documents received	1.00	300.00	$ 300.00
5/23/2011	Adamski, Howard J	Researched preference actions and defenses; Discussed with Ron Braver	1.00	300.00	$ 300.00
5/23/2011	Braver, Ronald H	Examined additional documents received and discussed with attorney; Discussed preference actions and defenses with Howard Adamski	1.00	300.00	$ 300.00
		Total Fees	10.00		$ 3,000.00

Expense Detail

Date	Act Tkpr Name	Narrative	Total
5/31/2011	Month-end Expense	Month-end Expense Allocation	$ 150.00
		Total Expenses	$ 150.00
		Total Fees and Expenses	$ 3,150.00

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To: Arrowhead Systems, Inc.
Attn: Susan Ingersoll
124 North Columbus Street
Randolph, WI 53956

10039
2749

Date: August 10, 2011

Bill Number: 952334625 **Client-Assignment Code:** 0702650-23744

For professional services rendered through August 4, 2011.	$	15,356.25
Total Amount of Bill:	**$**	**15,356.25**

Terms: As agreed upon
Federal ID No [REDACTED]

2120-424

Grant Thornton

Bill Number: 952334625

Client-Assignment Code: 0702650.23744

Timekeeper Time Detail

Date	Act Tkpr Name	Narrative	Hours	Rate	Total
6/13/2011	Braver, Ronald H	Examined information provided by Jonathan Rudd; Prepared and arranged trip to Dubois, PA	0.75	300.00	$ 225.00
7/7/2011	Braver, Ronald H	Correspondence with First Commonwealth Bank and Paul McGrath, attorney for First Commonwealth Bank	1.00	300.00	$ 300.00
7/26/2011	Braver, Ronald H	Examined files and prepared for trip to Dubois, PA	1.00	300.00	$ 300.00
7/28/2011	Braver, Ronald H	Examined files and prepared for trip to Dubois, PA	3.00	300.00	$ 900.00
7/29/2011	Braver, Ronald H	Prepared for trip to Dubois, PA	1.00	300.00	$ 300.00
8/1/2011	Braver, Ronald H	Planning and examination of records at Ferrero office	10.00	300.00	$ 3,000.00
8/2/2011	Braver, Ronald H	Examined records; Prepared Ferrero inventory analysis	11.00	300.00	$ 3,300.00
8/3/2011	Braver, Ronald H	Examined records; Interviewed Raybuck and prepared memo	12.00	300.00	$ 3,600.00
8/4/2011	Braver, Ronald H	Examined records; Planned and discussed additional steps	9.00	300.00	$ 2,700.00
		Total Fees	48.75		$ 14,625.00

Expense Detail

Date	Act Tkpr Name	Narrative	Total
8/4/2011	Month-end Expense	Month-end Expense Allocation	$ 731.25
		Total Expenses	$ 731.25
		Total Fees and Expenses	$ 15,356.25

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10367
2749

To: Arrowhead Systems, Inc.
Attn: Susan Ingersoll
124 North Columbus Street
Randolph, WI 53956

Date: September 19, 2011

Bill Number: 952346301 **Client-Assignment Code:** 0702650-23744

For professional services rendered through August 31, 2011.	$	13,585.07
Total Amount of Bill:	**$**	**13,585.07**

Terms: As agreed upon
Federal ID No REDACTED

2120-424

See attached Approval

Grant Thornton

Bill Number: 952346301

Client-Assignment Code: 0702650.23744

Timekeeper Time Detail

Date	Act Tkpr Name	Narrative	Hours	Rate		Total
8/8/2011	Braver, Ronald H	Interviewed Benny Gordon; Examined records; Discussions with Bautista and Rudd	4.00	300.00	$	1,200.00
8/8/2011	Feders, Patrick	Mortgage research	1.50	220.00	$	330.00
8/8/2011	Mynarich, Nicole	Recorded notes for interview with Benny Gordon	1.00	220.00	$	220.00
8/9/2011	Braver, Ronald H	Examined documents; Prepared memo of interview; Conference call Arrowhead and Rudd	3.00	300.00	$	900.00
8/9/2011	Feders, Patrick	Mortgage research	3.00	220.00	$	660.00
8/10/2011	Braver, Ronald H	Correspondence with U S Customs and courts; Prepared subpoena request	3.00	300.00	$	900.00
8/11/2011	Braver, Ronald H	Prepared subpoena request; Examined court filings for ICP, Inc.; Examined records	2.00	300.00	$	600.00
8/11/2011	Greger, Brandon J	Examination of e-mails provided by client and court documents; Consideration of complaint and other court documents for development of timeline	2.00	100.00	$	200.00
8/11/2011	Hedges, Brian C	Prepared analysis from invoices received from client	1.00	220.00	$	220.00
8/12/2011	Greger, Brandon J	Examined complaint and relevant records; Prepared case timeline.	6.00	100.00	$	600.00
8/12/2011	Hedges, Brian C	Prepared analysis from invoices received from client	2.50	220.00	$	550.00
8/15/2011	Feders, Patrick	Assisted with preparation of timeline	0.25	220.00	$	55.00
8/15/2011	Greger, Brandon J	Read court documents/CIT decisions; Generated timeline	2.75	100.00	$	275.00
8/16/2011	Greger, Brandon J	Incorporated court decisions into timeline of events	0.50	100.00	$	50.00
8/17/2011	Braver, Ronald H	Prepared and examined schedules and timeline per attorney	1.00	300.00	$	300.00
8/17/2011	Greger, Brandon J	Read court decisions; Developed timeline, meeting with Ron Braver and Pat Feders re: timeline format and content, developing deliverables for client.	5.50	100.00	$	550.00
8/17/2011	Hedges, Brian C	Analyzed invoices	1.00	220.00	$	220.00
8/22/2011	Braver, Ronald H	Discussions with Bautista; Examined records	1.00	300.00	$	300.00
8/24/2011	Braver, Ronald H	Examined information from Rudd and identified issues for timeline	1.00	300.00	$	300.00
8/24/2011	Feders, Patrick	Examined records	0.25	220.00	$	55.00
8/25/2011	Feders, Patrick	Examined records	1.00	220.00	$	220.00
8/26/2011	Greger, Brandon J	Examined e-mails and other sources from client for supplementation of timeline	2.25	100.00	$	225.00
8/29/2011	Feders, Patrick	Follow-up on CIT documentation	1.50	220.00	$	330.00
8/30/2011	Feders, Patrick	Examined records; Met with Brandon Greger regarding timeline	0.50	220.00	$	110.00
8/30/2011	Greger, Brandon J	Consideration of timeline with Pat Feders	0.25	100.00	$	25.00
8/31/2011	Braver, Ronald H	Examined records obtained from International Court; Consideration of additions to timeline; Examined records	2.00	300.00	$	600.00
8/31/2011	Feders, Patrick	Court of International Trade research	3.50	220.00	$	770.00
		Total Fees	53.25		$	10,765.00

Expense Detail

Date	Act Tkpr Name	Narrative		Total
7/20/2011		Robert Gardner Associates - Background Investigation	$	970.00
8/1/2011	Braver, Ronald H	Airfare	$	417.61
8/1/2011	Braver, Ronald H	Per Diem - Meals	$	39.75
8/1/2011	Braver, Ronald H	Ground Transportation	$	41.00
8/2/2011	Braver, Ronald H	Per Diem - Meals	$	53.00
8/3/2011	Braver, Ronald H	Per Diem - Meals	$	53.00
8/4/2011	Braver, Ronald H	Per Diem - Meals	$	53.00
8/4/2011	Braver, Ronald H	Ground Transportation	$	2.25

Grant Thornton

8/4/2011	Braver, Ronald H	Hotel	$ 402.21
8/10/2011		Clyde Ferraro & Co LLP - Document Copies Requested by Client	$ 250.00
8/31/2011	Month-end Expense	Month-end Expense Allocation	$ 538.25
		Total Expenses	$ 2,820.07
		Total Fees and Expenses	**$ 13,585.07**

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10961

2749

To: Arrowhead Systems, Inc.
Attn: Susan Ingersoll
124 North Columbus Street
Randolph, WI 53956

Date: November 9, 2011

Bill Number: 952366231 **Client-Assignment Code:** 0702650-23744

For professional services rendered through October 31, 2011.	$	15,447.00
Total Amount of Bill:	**$**	**15,447.00**

Terms: As agreed upon
Federal ID No REDACTED

2120-424

Grant Thornton

Bill Number: 952366231

Client-Assignment Code: 0702650.23744

Timekeeper Time Detail

Date	Act Tkpr Name	Narrative	Hours	Rate	Total
10/3/2011	Braver, Ronald H	Examine subpoena requests and analysis prepared by associates	5.00	300.00	$ 1,500.00
10/3/2011	Feders, Patrick	GFF general ledger analysis; Organized account detail	4.50	220.00	$ 990.00
10/4/2011	Braver, Ronald H	Review and make changes to prepared analysis; Change subpoena requests	4.00	300.00	$ 1,200.00
10/4/2011	Greger, Brandon J	Scanning and sorting documents provided by parties into system; Examining documents and discussing findings with team; Developing subpoena request for further documentation	3.75	100.00	$ 375.00
10/5/2011	Feders, Patrick	General ledger analysis; Developing GFF documentation request	4.00	220.00	$ 880.00
10/6/2011	Braver, Ronald H	Examine subpoena request and make changes	1.00	300.00	$ 300.00
10/6/2011	Feders, Patrick	General ledger bank transaction analysis	1.00	220.00	$ 220.00
10/11/2011	Feders, Patrick	Bank account detail request	6.00	220.00	$ 1,320.00
10/12/2011	Braver, Ronald H	Discuss subpoena requests with attorney and review information	1.00	300.00	$ 300.00
10/13/2011	Braver, Ronald H	Conference call with Arrowhead and Jonathan Rudd; Additional call with Rudd after conference call; Prepare and send information requested by Rudd	1.00	300.00	$ 300.00
10/14/2011	Braver, Ronald H	Research companies doing business with ICP and determine who provided deposition to International Court	2.00	300.00	$ 600.00
10/17/2011	Braver, Ronald H	Obtain documents from Court of International Trade; Dicussions with Jonathan Rudd	3.00	300.00	$ 900.00
10/17/2011	Feders, Patrick	CIT research on ICP cases	3.00	220.00	$ 660.00
10/18/2011	Braver, Ronald H	Correspondence with ICE and additional research with International Court files	1.00	300.00	$ 300.00
10/18/2011	Feders, Patrick	Court of International Trade research	2.50	220.00	$ 550.00
10/20/2011	Braver, Ronald H	Prepare information for subpoena request	2.00	300.00	$ 600.00
10/24/2011	Braver, Ronald H	Prepare and review documents for subpoena and International Court	3.00	300.00	$ 900.00
10/25/2011	Feders, Patrick	Discussion with engagement team	0.50	220.00	$ 110.00
10/25/2011	Greger, Brandon J	Meeting with team; Initial indexing of documents to be presented to external expert witness	1.25	100.00	$ 125.00
10/27/2011	Braver, Ronald H	Examine timeline documents and update	2.00	300.00	$ 600.00
10/27/2011	Greger, Brandon J	In preparation for transfer to external expert witness, printing and organizing all documents collected and used	5.50	100.00	$ 550.00
10/28/2011	Braver, Ronald H	Review and update materials for expert; Prepare response to subpoena objection	2.00	300.00	$ 600.00
10/28/2011	Feders, Patrick	Discussions with engagement team; Examined documents and workpapers	2.00	220.00	$ 440.00
10/28/2011	Greger, Brandon J	Collecting and organizing source documents in preparation for transfer to external expert witness; Generating timeline of events from source documents	3.25	100.00	$ 325.00
		Total Fees	64.25		$ 14,645.00

Expense Detail

Date	Act Tkpr Name	Narrative	Total
10/6/2011		Sandy Township - Record Request	$ 69.75
10/31/2011	Month-end Expense	Month-end Expense Allocation	$ 732.25
		Total Expenses	$ 802.00
		Total Fees and Expenses	$ 15,447.00

Grant Thornton LLP
U.S. member firm of Grant Thornton International Ltd

TTY

Grant Thornton LLP
175 West Jackson Blvd
Chicago, IL 60604

T 312.856.0200
F 312.565.4719
www.GrantThornton.com

10657
2749

To: Arrowhead Systems, Inc.
Attn: Wendy Carlo
124 North Columbus Street
Randolph, WI 53956

Date: December 12, 2011

Bill Number: 952377239 **Client-Assignment Code:** 0702650-23744

For professional services rendered through November 30, 2011.	$	6,062.16
Total Amount of Bill:	**$**	**6,062.16**

Terms: As agreed upon
Federal ID No. REDACTED

2120-424

Bill Number: 952377239

Client-Assignment Code: 0702650.23744

Timekeeper Time Detail

Date	Act Tkpr Name	Narrative	Hours	Rate		Total
10/31/2011	Braver, Ronald H	Examine Sandy Township documents	3.00	300.00	$	900.00
11/1/2011	Feders, Patrick	Update workpapers; Gather documentation for meeting	8.00	220.00	$	1,760.00
11/1/2011	Greger, Brandon J	Organize and construct binders in preparation for transfer of source documents to external expert witness	3.75	100.00	$	375.00
11/2/2011	Feders, Patrick	Organize documentation for meeting	1.00	220.00	$	220.00
11/3/2011	Braver, Ronald H	Meeting with expert and preparation; Update timeline and documents; Team meeting	3.00	300.00	$	900.00
11/3/2011	Feders, Patrick	Engagement team meeting; Meeting prep	4.25	220.00	$	935.00
11/3/2011	Greger, Brandon J	Completion of binders for source document transfer to external expert; Briefing with team and external third party expert	3.50	100.00	$	350.00
11/4/2011	Feders, Patrick	Meeting follow-up	1.00	220.00	$	220.00
11/4/2011	Greger, Brandon J	Collecting final documents; Final edits to source document binders and mailing to external expert	1.00	100.00	$	100.00
		Total Fees	28.50		$	5,760.00

Expense Detail

Date	Act Tkpr Name	Narrative		Total
11/16/2011		Fedex shipment	$	14.16
11/30/2011	Month-end Expense	Month-end Expense Allocation	$	288.00
		Total Expenses	$	302.16

Total Fees and Expenses $ 6,062.16

Ron Braver & Associates LLC

INVOICE

Invoice Date: July 2013
Balance Due: $3,936.89
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
Tel #: 312-205-3249

Customer Information

Arrowhead Conveyor Corp
-July 2012 to July 2013 invoice

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
7-31-12	Research CIT court case ICP vs US	0.50	$112.50
8-16-12	Court record check	0.25	$56.25
12-6-12	Review of Court of International Trade ruling	2.00	$450.00
1-11-13	Review of dockets and preparation and participation in telephone conference	2.00	$450.00
4-8-13	Discussion with Bautista – Rudd	1.25	$281.25
4-28-13	Research several Court of International Trade dockets and forward to attorney	0.75	$168.75
6-20-13	Rudd email communications and research on former employees	2.75	618.75
7/18/13	Discussions and pre testimony with attorney and witnesses for trip to Pennsylvania	3.00	$675.00
7/24/13	Analysis of documents provided by Jonathan Rudd in preparation for testimony - travel to Pittsburg and Clarified PA	7.50	$1,687.50
7/25/13	Pre trial preparation - testimony - travel back to Pittsburg	11.50	$2,587.50
7/26/13	Travel back to Chicago	3.25	$731.25
	Total	34.75	$7,818.75

Ron Braver: 34.75 hours @ $225.00 per hour = $7,818.75

July through July Billing	$7,818.75
Expenses July Trip	$ 118.14
Total July	$7,936.89
Less:	
Retainer Applied	$4,000.00
Total Due for July	$3,936.89
Retainer Balance	$3,500.00



Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: June 30, 2014
Balance Due: $393.75
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
Tel #: 312-205-3249

Customer Information

Arrowhead Conveyor Corporation

125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
312.205.3249 T
847.929.9630 F
ron.braver@rbraverassociates.com

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
6/10/14	Call with Attorney for First Commercial and follow up communications with Rudd and Bautista	1.00	$225.00
6/16/14	Review file for trip to Pittsburgh	0.75	$168.75
	Total Hours	**1.75**	**$393.75**

Ron Braver: 1.75 hours at $225.00 per hour = $393.75

Ron Braver	$393.75
Total June	$393.75



Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: July 31, 2014
Balance Due: $562.50
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive
Suite 1000
Chicago, Illinois 60606
Tel #: 312-205-3249

Customer Information

Arrowhead Conveyor Corporation

125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
312.205.3249 T
847.929.9630 F
ron.braver@rbraverassociates.com

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
7/21/14	Discussions with Rudd - review complaint and interrogatories	2.25	$562.50
	Total Hours	**2.25**	**$562.50**

Ron Braver: 2.25 hours at $250.00 per hour = $562.50

Ron Braver	$562.50
Total July	$562.50



Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: August 31, 2014
Balance Due: $11,568.57
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive
Suite 1000
Chicago, Illinois 60606
Tel #: 312-205-3249

Customer Information

Arrowhead Conveyor Corporation

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
8/6/14	Begin review of 25 emails and attachments	1.75	$393.75
8/7/14	Continue review - conference call - prep - travel to Pittsburgh	1.00	$225.00
8/8/14	Review of documents provided by Jonathan Rudd - document requests edits	5.50	$1,237.50
8/10/14	Travel to Pittsburgh, meeting with Bautista, review of deposition request and assist Bautista in preparation	4.00	$900.00
8/11/14	Document review Pittsburgh - memo of activity, discussions and follow up Bautista	8.75	$1,968.75
8/12/14	Travel back to Chicago - delay on plane - communication with Rudd - follow up	4.00	$900.00
8/13/14	Conference call with Rudd and Bautista - follow up from discussions	1.25	$281.25
8/15/14	Follow up - prepare request for additional documents	1.50	$337.50
8/16/14	Request for documents analysis	1.75	$393.75
8/17/14	Request for documents analysis and questions for deposition	4.50	$1,012.50
8/18/14	Analysis of corporate minute books- discussions with Grant Thornton, communication with Rudd and Bautista	2.75	$618.75
8/19/14	Discussions with Jonathan Bautista and Mark Sullivan	0.75	$168.75
8/21/14	Discussions with Jonathan Rudd - follow up on additional documents relating to loans from First Commercial Bank	1.25	$281.25
8/27/14	Analysis of Pat and Johns deposition	1.75	$393.75
8/29/14	Communication with Jonathan Rudd and John Bautista - next steps and begin analysis of corporate minute book for back dating	1.25	$281.25
	Total Hours	**$41.75**	**$9,393.75**

Ron Braver: 41.75 hours at $225.00 per hour = $9,393.75

Associate Hours (LH)

DATE OF SERVICE	DESCRIPTION	HOURS	AMOUNT
8/14/2014	Began scheduling showing requested documents and received documents.	5.25	$971.25
8/15/2014	Continued scheduling. Ron gave me additional documents to add to spreadsheet.	1.50	$277.50
	Total Hours	**6.75**	**$1,248.75**

Associate LH: 6.75 hours at $185.00 per hour = $1,248.75

Associate Hours (AB)

DATE OF SERVICE	DESCRIPTION	HOURS	TOTAL
8/8/14	Printed attachments and prepared for analysis	5.50	$687.50
	Total	**5.50**	**$687.50**

Associate AB: 5.50 hours at $125.00 per hour = $687.50

Ron Braver	$ 9,393.75
Ron Trip to Pittsburgh	$ 607.32
Associate (LH)	$ 1,248.75
Associate (AB)	$ 687.50
Total August	$11,937.32
Total July	$ 562.50
Total June	$ 393.75
Total September 2013	$ 675.00
Total Due	$13,568.57
Apply Retainer	$ 2,000.00
Total Due	$11,568.57

Retainer Beginning	$ 3,500.00
Applied Retainer	$ 2,000.00
Retainer Remaining	$ 1,500.00

Travel to Puttsburg 08/10/2014 to 08/12/2014

Hotel	$ 395.32
Ailine Tickets provided by Arrowhead - change fee not paid	$ 57.00
Taxi 08/10/2014 to airport	$ 41.00
Taxi 08/12/2014 from airport	$ 42.00
Food not paid by Arrowhead 08/10/2014 to 08/12/2014	$ 72.00
Total	$ 607.32

Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: September 30, 2014
Balance Due: $2,617.04
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive
Suite 1000
Chicago, Illinois 60606
Tel #: 312-205-3249

17093 2120-424
1107

Customer Information

Arrowhead Conveyor Corporation

125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
312.205.3249 T
847.929.9630 F
ron.braver@rbraverassociates.com

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
9/1/14	Deposition transcripts - additional interrogatories analysis sent by Jonathan Rudd	2.25	$506.25
9/3/14	Discussions with Rudd - discussions with Grant Thornton - preparation for report	1.75	$393.75
9/23/14	Discovery documents analysis	1.75	$393.75
9/29/14	Receipt of records from Rudd and send for printing communication with Grant Thornton regarding documents and their mix-up	1.50	$337.50
	Total Hours	7.25	$1,631.25

Ron Braver: 7.25 hours at $225.00 per hour = $1,631.25

Associate Hours (AB)

DATE OF SERVICE	DESCRIPTION	HOURS	TOTAL
9/29/14	Printed numerous documents at Fed Ex	5.00	$675.00
	Total Hours	5.00	$675.00

Associate: 5 hours at $135.00 per hour = $675.00
Fed Ex Printing on 9/26/14= $310.79

Ron Braver	$1,631.25
Associate (AB)	$ 985.79
Total September	$2,617.04

TJY

Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: November 30, 2014
Balance Due: $48,412.50 - 3500 retainer
Payment Due Upon Receipt:

$44,912.50

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive
Suite 1000
Chicago, Illinois 60606
Tel #: 312-205-3249

Voucher 17507 Account 2120-424
Batch _____ Project _____
Vendor 1107 Cost Cat _____
Entered _____ Approval _____

Customer Information

Arrowhead Conveyor Corporation

125 S. Wacker Drive 10th Floor
Chicago, Illinois 60606
312.205.3249 T
847.929.9630 F
ron.braver@rbraverassociates.com

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
11/15/14	Receipt and examine documents received from Rudd – begin examination of Raybuck	3.50	$875.00
11/16/14	Examine deposition - Raybuck – continued	4.25	$1,062.50
11/17/14	Begin report of findings and analysis of accounts	3.75	$937.50
11/18/14	Continue of report of findings and analysis of general ledgers and other documents	9.50	$2,375.00
11/19/14	Continue report of findings and analysis of g/l and discussions and assignments associates	9.25	$2,312.50
11/20/14	Continue of report of findings and analysis	8.75	$2,187.50
11/21/14	Continue of report of findings	10.50	$2,625.00
11/22/14	Continue of report of findings	2.25	$562.50
11/23/14	Continue report of findings	3.50	$875.00
11/24/14	Continue of report of findings	10.75	$2,687.50
11/25/14	Continue report of findings	11.25	$2,812.50
11/26/14	Report of findings - complete initial draft and preparation of exhibit A, C, D, E	6.25	$1,562.50
11/27/14	Initial review of draft and edits -	2.50	$625.00
11/28/14	Report of findings - additional edits Exhibit B draft and research on ICP court cases	6.75	$1,687.50
11/29/14	Research and download ICP court filings per Rudd requests	2.25	$562.50
11/30/14	Edits per Rudd conversation - complete downloads and transmit to client and attorney	3.75	$937.50
	Total Hours	98.75	$24,687.50

Ron Braver: 98.75 hours at $250.00 per hour = $24,687.50

Associate Hours (LH)

DATE OF SERVICE	DESCRIPTION	HOURS	TOTAL
11/18/2014	Created spreadsheet of ICP Global Holdings 9/30/2006 Organized the G/L and put them in exhibit review sheet	2.50	$462.50
11/21/2014	Began review of Exhibit List	5.00	$925.00
11/24/2014	Created and finished a spreadsheet of pdf documents from ICP Global Holdings Inc. Minutes. Created a spreadsheet from pdf documents from ICP Asset Management Minutes.	8.00	$1,480.00
11/25/2014	Finished spreadsheet from pdf documents from ICP Asset Management. Started and Finished Giuseppe's Finer Foods Minutes I added additional documents sent by Ron Braver to Document Reviewed List I searched the minutes to see if I could find anything on capitalization of companies after reorganization-Nothing	9.50	$1,757.50
	Total Hours	**25.00**	**$4,625.00**

Associate hours: 25 at $185.00 per hour = $4,625.00

Associate Hours (AB)

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
11/21/14	Added items to the reviewed documents doc	3.00	$450.00
11/25/14	Added items to the reviewed documents doc	2.00	$300.00
	Total Hours	**5.00**	**$750.00**

Associate hours: 5.00 at $150.00 per hour = $750.00

Associate Hours (MM)

DATE OF SERVICE	DESCRIPTION	HOURS	TOTAL
11/20/20144	GL analysis	12.00	$3,000.00
11/21/2014	G/L analysis, bank sources and uses	8.75	$2,187.50

11/22/2014	Analysis and tracing	9.50	$2,375.00
11/23/2014	Analysis and tracing and notes	6.00	$1,500.00
11/24/2014	Analysis and tracing and notes, calls with Ron, review prelim report	10.00	$2,500.00
11/25/2014	Analysis, preparation of schedules, cash flows, interco trans, JE analysis etc.	11.50	$2,875.00
11/26/2014	Analysis, preparation of schedules, f/u Ron's analysis requests	5.75	$1,437.50
	Total Hours	**63.50**	**$15,875.00**

Associate hours: 63.5 at $250.00 per hour = $15,875.00

Ron Braver	$24,687.50
Associate (LH)	$ 4,625.00
Associate (AB)	$ 750.00
Associate (MM)	$15,875.00
Total November	$45,937.50
Total October	$ 2,475.00
Total Due	$48,412.50

-3500,00 Retainer

$ 44912.50 2120424



Ron Braver & Associates LLC
Ron Braver, Managing Member
www.rbraverassociates.com

Ron Braver & Associates LLC

INVOICE

Invoice Date: December 31, 2014
Balance Due: $2,587.50
Payment Due Upon Receipt:

Please Submit Payment To:

Ron Braver & Associates LLC
125 S. Wacker Drive
Suite 1000
Chicago, Illinois 60606
Tel #: 312-205-3249

Customer Information

Arrowhead Conveyor Corporation

125 S. Wacker Drive Suite 1000
Chicago, Illinois 60606
312.205.3249 T
847.929.9630 F
ron.braver@rbraverassociates.com

Ron Braver

DATE OF SERVICE	DESCRIPTION	HOURS	RATE
12/1/14	Finalize report - discussions with Rudd and Bautista and clean up files and drafts	5.50	$1,237.50
12/13/14	Examine disk from First Commonwealth disk	3.75	$843.75
12/14/14	Complete examination of First Commonwealth disk	2.25	$506.25
	Total Hours	**11.5**	**$2,587.50**

Ron Braver: 11.5 hours at $225.00 per hour = $2,587.50

Ron Braver	$2,587.50
Total December	$2,587.50

EXHIBIT 7

Interest and penalty due from Giuseppe's as of 8/31/2018

Interest Accrual Date	Invoice Amount	Interest at 18% per annum	Interest at 18% and Principal	Interest or penalty at 12% per annum	Interest at 12% and Principal
Arrowhead Invoices					
11/13/2005	$131,940.00	$304,119.89	$436,059.89	$202,746.60	$334,686.60
12/29/2005	$2,475.00	$5,648.70	$8,123.70	$3,765.80	$6,240.80
	Principal, interest at 18% and penalty				$650,695.98
	Principal, interest at 12% and penalty				$547,439.78
	Daily interest at 18%				$66.29
	Daily interest or principal at 12%				$44.19
Busse Invoice					
12/15/2005	$4,406.60		$4,406.60	$6,725.08	$11,131.68
	Principal, interest at 12% and penalty				$17,856.75
	Daily interest or principal at 12%				$1.45

CERTIFICATE OF SERVICE

I, Jonathan H. Rudd, Esquire, hereby certify that on this date, a true and correct copy of the foregoing Affidavit of Jonathan Rudd was served via electronic mail to the following parties:

Gregory H. Teufel, Esquire
OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
gteufel@OGCLaw.net

Christopher E. Mohney, Esquire
51 Beaver Drive, Suite 1
DuBois, PA 15801
cemesq@verizon.net

McNEES WALLACE & NURICK LLC

By _____
Jonathan H. Rudd, Esquire
Pa. I.D. No. 56880
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mcneeslaw.com

Dated: August 31, 2018

Attorneys for Arrowhead Conveyor Corporation and Busse/SJI Corporation

FILED
m/jm/jm
SEP 04 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1cc Atty Rudd

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., And DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

PLAINTIFFS' PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Filed on behalf of Plaintiffs

Arrowhead Conveyor Corporation and Busse/SJI Corporation

Counsel of Record:

Jonathan H. Rudd, Esquire
I.D. No. 56880
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108
(717) 237-5405 telephone
(717) 260-1737 facsimile
jrudd@mwn.com

John Sughrue, Esquire
I.D. No. 01037
225 East Market Street
Clearfield, PA 16830
(814) 765-1704 telephone
(814) 765-6959 facsimile
jsughrue@sughruelaw.com

3

RECORD
SEP 12 2019
PITTSBURGH OFFICE OF SUPERIOR COURT

125

AND NOW COMES, Plaintiffs Arrowhead Conveyor Corporation ("Arrowhead") and Busse/SJI Corporation ("Busse") and submit the following Proposed Findings of Fact and Conclusions of Law limited to the issues identified by the Court in its Order of February 12, 2018. Specifically, Plaintiffs' right to recover under the Contractor and Subcontractor Payment Act, 73 P.S. §501 et seq., and Arrowhead's entitlement to recover in accordance with the Terms and Conditions of Equipment Sale attached to and made apart of its Proposal. The only relevance at the present time to whether Arrowhead's Terms and Conditions of Equipment Sale control is with respect to the amount of interest Arrowhead is entitled to recover on the jury's Verdict. Arrowhead's Terms and Conditions of Equipment Sale allow it to recover interest at 1½% per month on the past due amounts. See Section 2.B. of its Terms and Conditions of Equipment Sale ("In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 ½% per month on the amount due on a pro-rata basis for any partial month on the amount due in arrears, provided there is no conflict with local or state law.") As such, Arrowhead will limit its Proposed Findings of Fact and Conclusions of Law on the contract term issue to just those facts and law that are necessary to resolve the issue on Arrowhead's entitlement to interest at the rate of 1 ½% per month (18% per annum).

PROPOSED FINDINGS OF FACT

1. Arrowhead Conveyor Corporation ("Arrowhead") is a Wisconsin corporation with its principal place of business located at 3255 Medalist Drive, Oshkosh, Wisconsin 54902. See Second Amended Complaint and Answer at ¶1.

2. Busse/SJI Corporation ("Busse") is a Wisconsin corporation with its principal place of business located at 124 North Columbus Street, Randolph, Wisconsin 53956. See Second Amended Complaint and Answer at ¶2.

3. Giuseppe's Finer Foods, Inc. ("Giuseppe's") is a Pennsylvania corporation that previously maintained a principal place of business located at 2592 Oklahoma-Salem Road, Dubois, Clearfield County, Pennsylvania 15801. See Second Amended Complaint and Answer at ¶3.

4. At all times relevant hereto Arrowhead and Busse were in the business of designing, manufacturing and supplying container and material handling equipment. See Trial Transcript 4/30/18 at pp. 56-60, Testimony of Marvin Stringfield.

5. At all times relevant hereto, Giuseppe's was either intending to engage or engaging in the business of food processing and manufacturing. See Second Amended Complaint and Answer at ¶8.

6. On or about October 5, 2004, Dennis Raybuck, the President of International Custom Products ("ICP"), issued an Invitation to Bid for a food processing facility that it was constructing in Dubois, Clearfield County, Pennsylvania ("Project"). See Plaintiff Exhibit 1.

7. Although ICP issued the Invitation to Bid, Giuseppe's ultimately order the equipment supplied by Arrowhead. See Trial Transcript 5/1/18 at pp. 115-116, Testimony of Dennis Raybuck.

8. Dennis Raybuck was the President of Giuseppe's. See Trial Transcript 5/1/18 at p. 116, Testimony of Dennis Raybuck.

9. The Invitation to Bid describes the Project as "furnishing and installation of electrical, mechanical, and Conveyor Systems, installation of processing systems, and automation." See Plaintiff Exhibit 1 at p. 1.

10. The overall Project to construct and equip the plant was in excess of $60 Million and involved approximately 100 major pieces of equipment and a thousand minor pieces of equipment that all had to be ordered, delivered, and hooked up to electric, water, steam or gas. See Trial Transcript 5/1/18 at p. 116, Testimony of Dennis Raybuck.

11. Upon receipt of the Invitation to Bid Arrowhead would have downloaded and performed an initial review of the drawings for the Project. See Trial Transcript 4/30/18 at pp. 62-63, Testimony of Marvin Stringfield.

12. Representatives of Arrowhead attended the pre-bid meeting for the Conveyor Construction portion of the Project. See Trial Transcript 4/30/18 at pp. 63-64, Testimony of Marvin Stringfield.

13. On or about December 29, 2004, Arrowhead submitted a proposal to Giuseppe's. ("Proposal"). In its Proposal, Arrowhead proposed to furnish one (1) Bulk Glass Depalletizer, one (1) 12' x 84' Spray Cooler and one (1) TUCS Pouch Cooler for a base price of $754,900 and options of $228,400. See Defendant Exhibit 89. (Plaintiff Exhibit 5 is similar to Defendant Exhibit 89 except for the cover e-mail and last 3 pages. Plaintiffs have referred to Plaintiff Exhibit 5 at times in other documents, but such references would apply equally to Defendant Exhibit 89).

14. The Proposal included Arrowhead's Terms and Conditions of Equipment Sale. See Defendant Exhibit 89 at pp. 24 – 25.

15. Arrowhead's Terms and Conditions of Equipment Sale at Section 2 state in part that:

> Acceptance: Buyer's acceptance of this proposal is limited to the terms and conditions contained herein and excludes any different or additional terms and conditions contained in Buyer's acceptance. If, for Buyer's convenience, Buyer's regular purchase order forms are used in accepting this proposal or in ordering equipment covered by this proposal, Arrowhead Conveyor's acceptance is expressly conditioned upon Buyer's assent to any additional or different terms contained herein.

See Defendant Exhibit 89 at p. 24.

16. Arrowhead's Terms and Conditions of Equipment Sale at Section 2.B. state in part that:

> In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 ½% per month on the amount due on a pro-rata basis for any partial month on the amount due in arrears, provided there is no conflict with local or state law.

See Defendant Exhibit 89 at p. 24.

17. The Proposal included Arrowhead's response to a letter from George Bennett of MPE Services, Inc. dated October 4, 2004 wherein Arrowhead inserted certain responses in red. See Defendant Exhibit 89 at p. 20, Proposal at §7.1.1 ("Please see responses in red with the attached letter.")

18. The letter from George Bennett included a section on Start up and Commissioning that provides: "Include 1 week (5 days) of start-up assistance/commissioning and operator training. Include all travel and expenses for this week." Arrowhead responded to this section by stating that: "Accepted. It is included." See Defendant Exhibit 89, final 3 pages.

19. On or about January 5, 2005, Giuseppe's accepted Arrowhead's Proposal and Giuseppe's provided Arrowhead with Purchase Order No. 140 ("Purchase Order").

See Plaintiff Exhibit 7. The Purchase Order was initially faxed to Arrowhead as only three pages and a cover page. See Trial Transcript 4/30/18 at p. 108, Testimony of Marvin Stringfield.

20. The Purchase Order was for the amount of $831,000.00, and expressly stated that it was being issued per Arrowhead's Proposal dated December 29, 2004. The Purchase Order was for the Bulk Glass Depalletizer, Spray Cooler and Pouch Cooler, as well as a number of options that were described in Arrowhead's Proposal of December 29, 2004. See Plaintiff Exhibit 7; Trial Transcript 4/30/18 at pp. 106-07, Testimony of Marvin Stringfield.

21. On January 5, 2005, Arrowhead confirmed via fax that the Purchase Order had been received. See Plaintiff Exhibit 8.

22. Giuseppe's did not take exception to anything set forth in the Proposal. See Trial Transcript 4/30/18 at p. 107, Testimony of Marvin Stringfield.

23. The Purchase Order contained the following payment schedule:

(a) 5% at the time of the Purchase Order;

(b) 20% at drawing approval or 45 days from Purchase Order down payment;

(c) 25% at time of shipping;

(d) 35% 30 days after arrival in Dubois; and

(e) 15% after start up, training, and punch list completed, not to exceed 60 days after receipt of equipment

See Plaintiff Exhibit 7.

24. The first payment of $41,550 was received by Arrowhead at its lock box on January 13, 2005. See Trial Transcript 4/30/18 at pp. 109-10, Testimony of Marvin Stringfield.

25. After Arrowhead had already received the faxed Purchase Order, it then received a copy of the Purchase Order in the mail that was presumably sent with the check. The mailed version of the Purchase Order contained an additional page titled "Purchase Order – Conditions". See Exhibit 3 to Plaintiffs' Motion in Limine.

26. The Purchase Order – Conditions, are not referenced anywhere on the front page of the Purchase Order that had previously been faxed to Arrowhead.

27. The Purchase Order contains a preprinted section for "Terms", and pages 1 – 3 of the Purchase Order include the statement "See Below" in the Terms box. The Terms referenced on the Purchase Order state as follows:

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 vendors 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.

See Plaintiff Exhibit 7.

28. There is no reference to any additional terms and conditions contained on the Purchase Order other than the terms set forth in the Body of the Purchase Order and the eight Order Terms and Conditions.

29. On January 26, 2005, Giuseppe's executed Change Order No. A. Change Order No. A upgraded the dunnage storage system at a cost of $7,530 and added a 10'0" metering bed at a cost of $9,480. Change Order No. A states that: "ALL TERMS AND CONDITIONS OF ORIGINAL PROPOSAL REMAIN UNCHANGED EXCEPT AS HEREIN SPECIFIED." See Plaintiff Exhibit 9.

30. On April 8, 2005, Giuseppe's faxed Arrowhead a Change Order that deleted the TUCS Pouch Cooler and made some other changes, including incorporating the changes made by Arrowhead Change Order No. A., such that the new contract amount was $724,125. See Plaintiff Exhibit 9.

31. There is no evidence that Giuseppe's ever sent a separate Purchase Order – Conditions in conjunction with the Change Order faxed on April 8, 2005.

32. On May 16, 2005, Giuseppe's faxed Arrowhead a Change Order that added back in the TUCS Pouch Cooler and made some other changes, such that the new contract amount was $879,600. See Plaintiff Exhibit 17.

33. The Change Order sent by fax on May 16, 2005 did not include Giuseppe's separate Purchase Order – Conditions, and Arrowhead never received this Change Order by mail. The Change Order received on May 16, 2005 was the last change order received from Giuseppe's. The payment terms set forth in the May 16, 2005 faxed Change Order were the same as in the original Purchase Order. See Plaintiff Exhibit 17; Trial Transcript 4/30/18 at p. 130, Testimony of Marvin Stringfield.

34. After Arrowhead had gathered all pertinent information regarding the depalletizer and spray cooler it released the project to engineering. Engineering completed the design of these two pieces of equipment, including all of the custom components. There were hundreds of drawings for each machine. The project then proceeded to manufacturing where the depalletizer and spray cooler were constructed. After the components were manufactured, they were sent to the assembly area where the depalletizer and spray cooler were erected and bolted together, although the spray cooler could not be completely assembled due to its size. There was then an internal inspection and a customer inspection by Giuseppe's. See Trial Transcript 4/30/18 at pp. 139-41, Testimony of Marvin Stringfield.

35. After the equipment was inspected by Giuseppe's, it was broken down into sub-assemblies and put on skids for shipment. See Trial Transcript 4/30/18 at pp. 148-49, Testimony of Marvin Stringfield.

36. Two trucks were used to deliver the depalletizer. The combined weight of the depalletizer is 30,000 pounds. It was delivered to Giuseppe's plant on August 2, 2005. See Plaintiff Exhibit 26; Trial Transcript 4/30/18 at pp. 149-50, Testimony of Marvin Stringfield.

37. Five trucks were used to deliver the spray cooler. The combined weight of the spray cooler is 73,000 pounds. It was delivered to Giuseppe's plant on August 3 and 4, 2005. See Plaintiff Exhibit 27; Trial Transcript 4/30/18 at pp. 150-51, Testimony of Marvin Stringfield.

38. After the depalletizer and spray cooler were delivered to Giuseppe's plant, they were installed by Hartness International. Arrowhead provided Hartness with

installation instructions for the depallatizer and spray cooler. See Plaintiff Exhibits 31 and 31; Trial Transcript 4/30/18 at pp. 151-52, Testimony of Marvin Stringfield.

39. The installation instructions for the depalletizer provide that it is to be fastened to the floor of the building. See Plaintiff Exhibit 31 at p. 1-6 ("After the installation is complete, the components are level and square, and the hoist is **fastened to the floor**, caulk or grout around the legs."); p. 1-8 ("17. After the assembly is in the proper position, level and square, **bolt it to the floor**.")(emphasis added). See also Trial Transcript 4/30/18 at p. 152, Testimony of Marvin Stringfield ("And so the tower is stood up, put into place, anchored to the floor.")

40. The depalletizer also needs to be connected to the buildings' pneumatic/air and electrical systems. See Plaintiff Exhibit 31; Trial Transcript 4/30/18 at pp. 153-54, Testimony of Marvin Stringfield.

41. The installation of the spray cooler requires that it be connected to the buildings' pneumatic/air and electrical systems, as well as the buildings' water supply and drain system. See Plaintiff Exhibit 32; Trial Transcript 4/30/18 at pp. 154-55, Testimony of Marvin Stringfield.

42. The pumps connected to the spray cooler were bolted to the floor. See Plaintiff Exhibit 41; Trial Transcript 5/1/18 at pp. 49-50, Testimony of William Grant Somerset.

43. The TUCS Pouch Cooler was delivered directly by Tucs to Giuseppe's plant and installed by Hartness. Although there is no evidence as to when it was delivered to Giuseppe's plant, it was at least partially installed by at least September 6, 2005, based on the statement in the weekly meeting minutes regarding the Hartness work providing that: "Stewart switch for in-feed to Tucs pouch cooler arrived and

installed." See Plaintiff Exhibit 184 at p. 1. The TUCS Pouch Cooler was also installed when William Grant Somerset of Arrowhead was at the plant on September 27, 2005. See Trial Transcript 5/1/18 at p.65, Testimony of William Grant Somerset.

44. The depalletizer, spray cooler and TUCS Pouch Cooler are connected to a string of conveyors that go between the various pieces of equipment on the food processing line. The line starts with the depalletizer and then continues through the single filer, rinser, fillers, coolers and then to the packaging area. See Plaintiff Exhibit 37; Trial Transcript 4/30/18 at pp. 137-39, Testimony of Marvin Stringfield.

45. The locations of the coolers were fixed based on open hubs in the floor for the coolers to discharge into during a water draining condition. See Plaintiff Exhibit 179.

46. On or before September 21, 2005, Giuseppe's sent an e-mail to Arrowhead stating that: "We will pay for travel and expense for one technician to travel to Giuseppes for one to two days for our preliminary power up and operation of the machine as coordinated by Hartness International. I will add these fees to the existing purchase order for your equipment." See Plaintiff Exhibit 185.

47. On September 21, 2005, Arrowhead responded to Giuseppe's e-mail request for a technician to be present for the preliminary power up by stating that:

> I have forwarded your note to John Jedlowski at our factory in Randolph, WI. John handles all technical service and support for the Busse Depal, Busse/SJI Cooler, and Short Stroke Pusher. Please let John know when you want our guy on site. John can be reached at 920-326-3131, x1050.
>
> Will the power up also include the TUCS Cooler? If yes, we would need to bring in our TUCS expert in addition to the Busse guy. Please let us know.

See Plaintiff Exhibit 185

48. Despite Giuseppe's indication that it would add the fees for the technician to be present for the preliminary power to Arrowhead's existing purchase order, no change order was provided to Arrowhead to cover the extra work to be performed by the technician. See Trial Transcript 4/30/18 at pp. 165 and 173, Testimony of Marvin Stringfield; Trial Transcript 5/1/18 at p. 30, Testimony of Marvin Stringfield.

49. Busse proceeded in good faith to send a technician to the plant as requested by Giuseppe's without any signed contract or document. See Trial Transcript 4/30/18 at pp. 165-66, Testimony of Marvin Stringfield.

50. Busse would not have sent someone to the Giuseppe's plant unannounced and unarranged without some contact from Giuseppe's arranging for the technician to arrive on a certain date. Busse would have expected if a customer asked for a service technician and agreed to pay for it, then they in fact would pay for it after the service technician came and performed his work. See Trial Transcript 5/1/18 at p. 31, Testimony of Marvin Stringfield.

51. William Grant Somerset, a Busse employee, performed work at Giuseppe's plant on September 27, 2005. Somerset traveled to and from Giuseppe's plant on September 26, 2005 and September 28, 2005. See Plaintiff Exhibit 44; Trial Transcript 5/1/18 at p. 41, Testimony of William Grant Somerset.

52. While at Giuseppe's plant on September 27, 2005, Somerset checked both the spray cooler and depalletizer installation. With respect to the depalletizer, he tightened all piping and verified the electrical. He applied power and found that the control transformer fuses were no good. He then borrowed two from the depalletizer and finished checking out the cooler by just quickly starting all of the pumps, verifying and adjusting the solenoids, and running the infeed, main and discharge conveyors.

Somerset crawled through the inside of the cooler to inspect the inside of the cooler. Since there was no air from the plant at this time, he was not able to check the valves. Even though the water and air from the plant were not yet hooked up, Somerset checked the valves and the cylinders for the water system to make sure they were working correctly and that the air lines were hooked up correctly. He hooked up some air lines that were disconnected. See Plaintiff Exhibit 44; Trial Transcript 5/1/18 at pp. 43-47 and 56, Testimony of William Grant Somerset.

53. After checking over the spray cooler, Somerset inspected and worked on the depalletizer. After doing a visual check of the installation of the depalletizer, he walked around to make sure everything was there and was tied together and that the in-feed conveyors were installed level. He checked this with a small level that he carried in his tool box. He checked to make sure that the sensors and all the wiring was routed correctly on the machine and hooked up to the sensors in the motors. Somerset then went up the stairs to inspect the top of the depalletizer. He checked the routing of the cables, the air lines and all the different valves and cylinders, the belt, and the accumulation bed. After Somerset turned on the power, he checked the PLC controller to make sure it was powered up and working. He checked to make sure the touchscreen operator interface was working and communicating with the PLC. He checked the sensors to make sure they had power and that they were aligned correctly. He hooked up his computer to the controller to make sure the motors were operating properly. Somerset did everything he was able to do to inspect the depalletizer without having air connected to the equipment. See Plaintiff Exhibit 44; Trial Transcript 5/1/18 at pp. 51-56, Testimony of William Grant Somerset.

54. Somerset went back to Giuseppe's plant a second time and was at the plant from November 1 – 3, 2005. See Plaintiff Exhibit 45.

55. Somerset's second trip to Giuseppe's plant was covered by the five days of start-up assistance included in the Proposal and Purchase Order. See Defendant Exhibit 89, final 3 pages, wherein Arrowhead accepted the provision to: "Include 1 week (5 days) of start-up assistance/commissioning and operator training. Include all travel and expenses for this week." Arrowhead did not receive any purchase order from Giuseppe's to cover Somerset's second trip since it was already included in the price of the original Purchase Order. See Trial Transcript 4/30/18 at pp. 173 and 177, Testimony of Marvin Stringfield.

56. Although the first five days of start-up and commissioning were included in the cost of the project, the work that Somerset did from September 26 - 28, 2005 was not considered start-up, but was an inspection prior to start-up. See Trial Transcript 5/1/18 at pp. 10-11, Testimony of Marvin Stringfield. The charge for Somerset's trip in September, 2005 was for a different service than the five days of start-up assistance and commissioning provided for in the Purchase Order. See Trial Transcript 4/30/18 at p. 179, Testimony of Marvin Stringfield.

57. Somerset's first trip was purely just to verify the installation of the equipment and that it was installed correctly and ready for startup and commissioning when that process began. See Trial Transcript 5/1/18 at p. 85, Testimony of William Grant Somerset.

58. Somerset arrived at the plant around 7am on Tuesday, November 1, 2005. He started working on the depalletizer. There was now air to the machine. The plant air had been piped to the machine. He was now able to manually check all the

valve systems and the pneumatics on the machine. He checked all the pneumatics to make sure they were working correctly. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 59-60, Testimony of William Grant Somerset. He checked the pallet stacker and also checked the sweep because it operates on pneumatics and he had not been able to check it before. He had to run the sweep back and forth and the hoist up and down to make sure they worked correctly. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 60-61 and 63, Testimony of William Grant Somerset. There were two photo eyes on the in-feed conveyors that were wired incorrectly. The wiring of two of the photo eyes were switched inside the main panel and Somerset had to pull them out and swap the wires and reattach them. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 61-62, Testimony of William Grant Somerset.

59. After checking the depalletizer, Somerset moved over to the cooler. He checked all of the valves. The air was piped into the cooler and he was able to check the solenoid valves and cylinders to make sure they were all working correctly. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 63-64, Testimony of William Grant Somerset.

60. On Wednesday morning, November 2, 2005, Somerset started working on the depalletizer. He obtained some oil and he took a piece of Scotch Brite and rubbed off as much of the rust from the rails as he could and cleaned them up and applied a thin coat of oil to keep them from rusting. Somerset also checked the safety circuits on the depalletizer and made some adjustments to correct the safety loops. He then did training for the afternoon with two or three operators. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 66-68, Testimony of William Grant Somerset.

61. On Thursday, November 3, 2005, Somerset went over the depalletizer with the safety coordinator. He reviewed all the safety procedures and went through basic operations with him. After Somerset had the session with the safety coordinator, he went over to look at the spray cooler. He had not previously checked out the stroke pusher that pushes the bottles into the spray cooler on the in-feed conveyor. Somerset checked out the mechanism on the pusher to make sure it was working correctly. He realized that the pusher was not operating correctly, so he ended up adding a one shot on the program so that it would operate the way it was supposed to. It then worked correctly. Somerset did not have formal training on the cooler. There were a couple of young ladies that were to operate the equipment. He took some time to go through the operator display and the different screens and explained how the machine worked. However, there was not water hooked up to the cooler at that point, so he could only bump the main belt to check for proper direction. See Plaintiff Exhibit 45; Trial Transcript 5/1/18 at pp. 77-82, Testimony of William Grant Somerset.

62. On August 12, 2005, Arrowhead invoiced Giuseppe's in the amount of $131,940 for the final 15% of the contract amount as provided for in the original Purchase Order and final Change Order that was sent by Giuseppe's to Arrowhead on May 16, 2005. See Plaintiff Exhibit 42.

63. On November 21, 2005, Arrowhead invoiced Giuseppe's in the amount of $2,475 for the freight related to the shipment of the TUCS pouch cooler directly from TUCS in Fridley Minnesota to Giuseppe's plan in Dubois, Pennsylvania. See Plaintiff Exhibit 43.

64. On November 17, 2005, Busse invoiced Giuseppe's in the amount of $4,404.60 for the travel and service provided by William Grant Somerset at Giuseppe's plant from September 26 – 28, 2005. See Plaintiff Exhibit 46.

65. Pursuant to the terms of Busse's invoice, Giuseppe's payment of $4,404.60 was due to Busse in 10 days or by November 27, 2005.

66. As of December 21, 2006, Giuseppe's had not paid either Arrowhead the outstanding amount due of $134,415, nor had it paid Busse the amount due of $4,404.60.

67. On December 21, 2006, Dennis Raybuck, President of Giuseppe's, and Kenneth Mitchell, Secretary of Giuseppe's, executed a Certificate that stated:

> Attached hereto as Exhibit A is a true and correct listing of the equipment vendors from who Giuseppe's Finer Foods, Inc. (the "Corporation") has purchased equipment and to whom the Corporation owes money for such purchases. The amounts listed as due and owing to the vendors are true and correct at and as of the date hereof.

See Plaintiff Exhibit 67.

68. The Exhibit A attached to the Certificate of December 21, 2006, listed Arrowhead and identified the amount invoiced as $134,415, and noted that there was "no dispute but no agreement signed". See Plaintiff Exhibit 67.

69. The Exhibit A attached to the Certificate of December 21, 2006, listed Busse and identified the amount invoiced as $4,404.60, and noted that there was "no dispute but no agreement signed". See Plaintiff Exhibit 67.

70. Gisueppe's prepared a check to send to Busse for the $4,404.60 that was owed, but then never sent the check. See Plaintiff Exhibit 69; Trial Transcript 5/1/18 at p. 99, Testimony of Dennis Raybuck.

71. Arrowhead and Busse were never paid by Giuseppe's the outstanding amounts owed of $134,415 and $4,404.60, respectively. See Trial Transcript 4/30/18 at p. 176, Testimony of Marvin Stringfield.

72. On May 1, 2018, the jury found in favor of Arrowhead and against Giuseppe's in the amount of $134,415.

73. On May 1, 2018, the jury found in favor of Busse and against Giuseppe's in the amount of $4,404.60.

74. The reasonable attorneys' fees related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred by the law firm of McNees Wallace & Nurick LLC are $176,134.25 as of August 30, 2018.

75. The reasonable costs related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred by the law firm of McNees Wallace & Nurick LLC are $5,239.28 as of August 30, 2018.

76. The reasonable attorneys' fees related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred by John Sughrue, who served as Plaintiffs' local counsel, are $6,593.57 as of August 30, 2018.

77. The reasonable expenses related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred for deposition transcripts and related expenses is $3,587.77.

78. The reasonable travel and related expenses related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred by Plaintiffs is $4,766.87.

79. The reasonable expenses related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred for Plaintiffs' expert is $22,302.87.

80. The total reasonable attorneys' fees and expenses related to Plaintiffs' claims for breach of contract and recovery under the Payment Act that were incurred by Plaintiffs is $218,624.61.

81. The total principal, based on the jury award, interest at the contractual rate of 18% per annum, and penalty at the rate of 12% per annum, owed to Arrowhead as of August 31, 2018 is $650,695.98.

82. The total principal, based on the jury award, interest at the rate of 12% per annum, and penalty at the rate of 12% per annum, owed to Busse as of August 31, 2018 is $17,856.75.

83. The daily interest owed to Arrowhead starting as of September 1, 2018 is $66.29 based on the principal amount awarded by the jury and an interest rate of 18% per annum.

84. The daily penalty owed to Arrowhead starting as of September 1, 2018 is $44.19 based on the principal amount awarded by the jury and a rate of 12% per annum.

85. The daily interest and penalty owed to Busse starting as of September 1, 2018 are both $1.45 based on the principal amount awarded by the jury and a rate of 12% per annum for both interest and penalty.

PROPOSED CONCLUSIONS OF LAW

1. Arrowhead's Proposal dated December 29, 2004 constituted an offer.

2. Arrowhead limited Giuseppe's acceptance of its offer to the Terms and Conditions of Equipment Sale contained in the Proposal and excluded any different or additional terms and conditions contained in Giuseppe's acceptance.

3. Giuseppe's accepted Arrowhead's offer on January 5, 2005 when it faxed its Purchase Order to Arrowhead.

4. On January 5, 2005, Arrowhead acknowledged Giuseppe's acceptance of Arrowhead's offer as set forth in the Proposal dated December 29, 2004.

5. Giuseppe's acceptance of Arrowhead's offer by sending it a Purchase Order that expressly incorporated Arrowhead's Proposal dated December 29, 2004, including the Terms and Conditions of Equipment Sale, was not expressly made conditional on assent to any additional or different terms set forth in Giuseppe's Purchase Order.

6. Any additional terms or conditions set forth in Giuseppe's Purchase Order were simply proposals for addition to the contract.

7. Any additional terms or conditions set forth in Giuseppe's Purchase Order did not automatically become part of the parties' contract since Arrowhead had expressly limited acceptances of its offer to the Terms and Conditions of Equipment Sale included with its offer.

8. The separate one page Purchase Order - Conditions that Giuseppe's mailed after it had already faxed its acceptance of Arrowhead's Proposal never became part of the parties' contract.

9. The separate one page Purchase Order - Conditions were never incorporated into the Purchase Order since they are not mentioned any place on the first page of the Purchase Order as faxed to Arrowhead.

10. The first page of the Purchase Order includes its own enumerated eight Order Terms and Conditions, which are the only terms and conditions that were proposed to Arrowhead as additional terms to the parties' contract.

11. The Change Order faxed by Giuseppe's on May 16, 2005 incorporated the terms of Arrowhead's Proposal dated December 29, 2004, including the Terms and Conditions of Equipment Sale, but never included Giuseppe's separate one page Purchase Order - Conditions.

12. Similar to the Purchase Order, the only terms and conditions that Giuseppe's proposed to Arrowhead in the Change Order were the eight enumerated Order Terms and Conditions on the front of the Change Order.

13. Arrowhead's Terms and Conditions of Equipment Sale included with its Proposal dated December 29, 2004 govern the parties' contractual rights and obligations.

14. Giuseppe's agreed to pay interest at the rate of 1½% per month (18% per annum) on all past due amounts owed to Arrowhead.

15. The Contractor and Subcontractor Payment Act ("Payment Act"), 73 P.S. § 501, *et seq.*, applies to the business relationship between Giuseppe's and Arrowhead.

16. The Payment Act applies to the business relationship between Giuseppe's and Busse.

17. Giuseppe's had an interest in the real property that was being improved by Arrowhead's and Busse's performance of work and supply of materials.

18. Arrowhead had a contract with Giuseppe's to improve real property and qualifies as a contractor under the Payment Act.

19. Busse had a contract with Giuseppe's to improve real property and qualifies as a contractor under the Payment Act

20. The materials provided by Arrowhead were installed upon and/or connected with and/or on the surface of real property.

21. The services provided by Arrowhead and Busse were to materials that were installed upon and/or connected with and/or on the surface of real property.

22. Giuseppe's failed to pay Arrowhead in accordance with the terms of the parties' contract.

23. Giuseppe's failed to pay Busse in accordance with the terms of the Payment Act.

24. Giuseppe's wrongfully withheld payments from Arrowhead and Busse.

25. Giuseppe's failure to pay in a timely manner the amounts due and owing Arrowhead in accordance with the terms of the parties' contract and wrongful withholding of payment constitutes a violation of the Payment Act.

26. Giuseppe's failure to pay in a timely manner the amounts due and owing Busse in accordance with the terms of the Payment Act and wrongful withholding of payment constitutes a violation of the Payment Act.

27. In addition to the principal amount awarded by the jury, Arrowhead is entitled to recover interest at the rate of 1½% per month (18% per annum) on the

amount awarded by the jury from the eighth day after each invoiced amount first became due.

28. In addition to the principal amount awarded by the jury, Arrowhead is entitled to recover a penalty on the amounts Giuseppe's wrongfully withheld at the rate of one percent (1%) per month (12% per annum) from the eighth day after each invoiced payment first became due.

29. In addition to the principal amount awarded by the jury, Busse is entitled to recover interest at the rate of 1% per month (12% per annum) on the amount awarded by the jury from the eighth day after the invoiced amount first became due.

30. In addition to the principal amount awarded by the jury, Busse is entitled to recover a penalty on the amount Giuseppe's wrongfully withheld at the rate of one percent (1%) per month (12% per annum) from the eighth day after the invoiced payment first became due.

31. Arrowhead and Busse were the substantially prevailing party in their claims under the Payment Act and are entitled to recover their reasonable attorneys' fees and expenses.

McNEES WALLACE & NURICK LLC

By _____

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(814) 765-6959 facsimile
jsughrue@sughruelaw.com

Dated: August 31, 2018 Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE

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

McNEES WALLACE & NURICK LLC

By _____

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100 Pine Street, P.O. Box 1166
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(717) 237-5405 (phone)
(717) 260-1737 (fax)
jrudd@mwn.com

Dated: August 31, 2018

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing document was served by electronic mail upon the following:

Gregory H. Teufel, Esquire
OGC Law, LLC
615 Washington Rd., Suite 405
Pittsburgh, PA 15228
gteufel@OGCLaw.net

Christopher E. Mohney, Esquire
51 Beaver Drive, Suite 1
DuBois, PA 15801
cemesq@verizon.net

Jonathan H. Rudd

Date: August 31, 2018

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

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION,
PLAINTIFFS

VS.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK,
DEFENDANTS

NO. 2006-2159-CD

ORIGINAL

FILED
01:30 pm
JUL 13 2018
NOCC
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

TRANSCRIPT OF PROCEEDINGS

JURY TRIAL

VOLUME II OF II

BEFORE: HONORABLE DAVID E. GRINE
SENIOR JUDGE, SPECIALLY PRESIDING

DATE: MAY 1, 2018, 9:00 A.M.

PLACE: CLEARFIELD COUNTY COURTHOUSE
COURTROOM NO. 1
CLEARFIELD, PENNSYLVANIA

REPORTED BY: JENNY L. SCALISE, RPR
OFFICIAL COURT REPORTER

APPEARANCES:

JONATHAN RUDD, ESQUIRE
FOR - PLAINTIFF

GREGORY TEUFEL, ESQUIRE
FOR - DEFENDANT

(124)

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

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION,
PLAINTIFFS }

VS. }

GIUSEPPE'S FINER FOODS, INC.,ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK,
DEFENDANTS } NO. 2006-2159-CD

ORIGINAL

FILED
0/3pm/AK
JUL 13 2018
NOCC
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

TRANSCRIPT OF PROCEEDINGS

CIVIL JURY TRIAL

VOLUME I OF II

BEFORE: HONORABLE DAVID E. GRINE
SENIOR JUDGE, SPECIALLY PRESIDING

DATE: APRIL 30, 2018, 9:00 A.M.

PLACE: CLEARFIELD COUNTY COURTHOUSE
COURTROOM NO. 1
CLEARFIELD, PENNSYLVANIA

REPORTED BY: JENNY L. SCALISE, RPR
OFFICIAL COURT REPORTER

APPEARANCES:

JONATHAN RUDD, ESQUIRE
FOR - PLAINTIFF

GREGORY TEUFEL, ESQUIRE
FOR - DEFENDANT

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

ARROWHEAD CONVEYOR CORPORATION AND BUSSE / SJI CORPORATION Plaintiff vs. GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC; ICP ASSET MANAGEMENT, INC.; AND DENNIS V. RAYBUCK Defendant	NO. 2006-2159-CD

FILED
6/1 3m JM
JUN 21 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

4cc Atty Teufel
2cc Atty Rudd

ORDER

AND NOW, this 20th day of June, 2018, upon consideration of the joint request of counsel in the above captioned case, argument on Defendant's Motion for Post Trial Relief, previously scheduled for June 22, 2018, shall be and is hereby rescheduled to **Wednesday, July 11, 2018, at 10:00 AM in Courtroom #2**, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

SR. JUDGE DAVID E. GRINE
SPECIALLY PRESIDING

(122)

cA

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

ARROWHEAD CONVEYOR CORPORATION AND BUSSE / SJI CORPORATION	:	
Plaintiff	:	NO. 2006-2159-CD
vs.	:	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC; ICP ASSET MANAGEMENT, INC.; AND DENNIS V. RAYBUCK	:	
Defendant	:	

S

FILED
01 11am/AC
MAY 17 2018

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
2 CC Atty Rudd
2 CC Atty Teufel

ORDER

AND NOW, this 17 day of May, 2018, upon consideration of Defendant's *Motion for Post-Trial Relief* in the above captioned case, argument shall be and is hereby scheduled for **Friday, June 22, 2018, at 1:00 PM in the Annex Courtroom**, 1st Floor, Clearfield County Courthouse Annex, 230 East Market Street, Clearfield, PA.

BY THE COURT:

SR. JUDGE DAVID E. GRINE
SPECIALLY PRESIDING

(2a)

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ARROWHEAD CONVEYOR CORPORATION and BUSSE/SJI CORPORATION,	}	NO. 2006-2159-CD
PLAINTIFFS	}	
VS.	}	
GUISEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., and DENNIS V. RAYBUCK,	}	
DEFENDANTS	}	

FILED
01/1am/nr
MAY 17 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
3CC Rudd
4CC Teufel

O R D E R

NOW, this 1st day of May 2018, following jury trial, it is the ORDER of this Court that counsel provide Finding of Facts and Conclusions of Law 45 days from receipt of the transcript. Counsel shall have 10 days to respond.

BY THE COURT:

David E. Grine, S.J.
Specially Presiding

160

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

Counsel of Record:

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esq.
Pa. Id. No. 316880

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(814) 375-1044
(814) 375-1088 (facsimile)

FILED
0/GS 10:42am 3cc Atty Mohney
MAY 11 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

DEFENDANTS' MOTION FOR POST-TRIAL RELIEF

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Motion for Post-Trial Relief. Defendants respectfully request that this Honorable Court grant leave to supplement this post-trial motion after the filing of the decision of this Honorable Court. Defendants further request that this Honorable Court grant post-trial relief in the form of a judgment n.o.v. and/or a new trial. Finally, Defendants request en banc consideration of their post-trial motion. In support of these requests, Defendants aver the following:

MOTION FOR LEAVE TO SUBMIT SUPPLEMENTAL POST-TRIAL MOTION AND DELAY BREIFING

1. This action has been bifurcated into phase I (Count III—Piercing the Corporate Veil) and phase 2 (Count I—Breach of Contract and Count II—Breach of Contract).

2. On February 12, 2018, this Honorable Court ordered that the Court would determine certain issues (e.g., the contractor/subcontractor payment act claim and the terms of the contracts) in phase II.

3. At the conclusion of the jury trial in phase II, the Court ordered the parties to submit proposed findings of fact and conclusions of law with forty-five (45) days of receipt of the trial transcript.

4. Rule 227.1(c)(1) requires post-trial motions to be filed within ten (10) days after the verdict in the case of a jury trial.

5. In compliance with Rule 227.1(c)(1), Defendants file this Motion for Post-Trial Relief prior to obtaining the trial transcript and prior to the filing of the decision by the Court.

6. Allowing Defendants to supplement their post-trial motion related to the jury's verdict and ordering all briefing and/or argument on post-trial motions occur after the filing of the decision on the contractor/subcontractor payment act clam and the terms of the contract by the Court will alleviate duplication and conserve judicial resources.

7. Defendants respectfully request that this Honorable Court allow Defendants to supplement their requests for post-trial relief, including on issues related to the jury's verdict, within ten (10) days of the filing of the decision by this Honorable Court.

8. Defendants further respectfully request that this Honorable Court not order briefing on any phase II post-trial motions until after the filing of the decision by this Honorable Court.

WHEREFORE, Defendants respectfully request that this Honorable Court grant an additional 10 days after the filing of the decision by this Honorable Court in the above matter to supplement their phase II post-trial motions and further respectfully request that this Honorable

Court not order briefing or argument on any phase II post-trial motion until after the filing of the decision by this Honorable Court.

MOTION FOR JUDGMENT N.O.V.

9. Defendants, having appropriately moved for a non-suit (denied) and a directed verdict (denied) respectfully move for post-trial relief under Pa.R.Civ.P 227.1, and, in particular, request that this Honorable Court enter judgment notwithstanding the verdict for the reasons set forth below.

10. The jury's verdict was not supported by sufficient evidence for the following reasons:

a. Plaintiffs failed to adduce sufficient evidence to establish the existence of an oral contract;

b. Plaintiffs failed to adduce sufficient evidence to establish all terms, specifications, conditions and/or requirements of the oral contract;

c. Plaintiffs failed to adduce sufficient evidence to establish their proper and complete ratification of all terms, specifications, conditions and/or requirements of the oral contract;

d. Plaintiffs failed to adduce sufficient evidence to establish all terms, specifications, conditions and/or requirements of the written contract;

e. Plaintiffs failed to adduce sufficient evidence to establish their proper and complete satisfaction of all terms, specifications, conditions and/or requirements of the written contract.

11. This Honorable Court committed a prejudicial error of law and/or abused its discretion in denying Defendants' Motion for Non-suit and Directed Verdict.

12. Such other significant reasons as may be ascertained upon review of the transcript and after the filing of the decision by this Honorable Court.

WHEREFORE, Defendants respectfully request that this Honorable Court grant post-trial relief pursuant to Pa.R.Civ.P. 227.1 and enter judgment notwithstanding the verdict.

MOTION FOR A NEW TRIAL

13. Defendants, having preserved their claims with timely motions and/or trial objections, respectfully move for post-trial relief under Pa.R.Civ.P. 227.1, and, in particular, ask the Court to vacate the jury's verdict and order a new trial as to all issues.

14. This Honorable Court committed a prejudicial error of law and/or abused its discretion in granting Plaintiffs' Motion in Limine and precluding Defendants from offering evidence of defects in the equipment as a defense to Plaintiffs' breach of contract claims.

15. This Honorable Court committed a prejudicial error of law and/or abused its discretion in granting Plaintiffs' Motion in Limine and precluding Defendant from offering evidence of defects in the equipment as a counterclaim.

16. This Honorable Court committed a prejudicial error of law and/or abused its discretion in denying Defendant's Motion for Reconsideration of Order Granting Motion in Limine.

17. Defendant, via offers of proof at trial, produced evidence of substantial defects in the equipment delivered by Plaintiffs that the jury should have been allowed to consider in determining whether the Plaintiff established a prima facie case of its performance of the contracts. Therefore, the Court erred in granting the Plaintiffs' Motion in Limine and substantial rights of Defendants were infringed.

18. Defendant, via offers of proof at trial, produced evidence of substantial defects in the equipment delivered by Plaintiffs that the jury should have been allowed to consider in determining whether the Defendants had a defense for breaching the contracts. Therefore, the

Court erred in granting the Plaintiffs' Motion in Limine and substantial rights of Defendants were infringed.

19. Defendant, via offers of proof at trial, produced evidence of substantial defects in the equipment delivered by Plaintiffs that the jury should have been allowed to consider in determining whether the Defendants had legitimate counterclaims against the Plaintiffs. Therefore, the Court erred in granting the Plaintiffs' Motion in Limine and substantial rights of Defendants were infringed.

20. This Honorable Court committed a prejudicial error of law and/or abused its discretion in refusing to issue a curative instruction after Counsel for Plaintiffs made an improper statement that was highly prejudicial in his closing remarks. Counsel for Plaintiff told the jury that Defendants never complained of defects in the equipment delivered by Plaintiff, despite knowing that Defendants repeatedly complained and would have offered evidence of such complaints and the serious defects but for the Motion in Limine.

21. Substantial rights of Defendants were prejudiced because they were surprised by testimony of Marvin Stringfield and Grant Somerset related to an e-mail establishing the existence of a contract between Defendant Giuseppe's and Busse/SJI Corporation. The foregoing testimony was entirely different from and inconsistent with the cause of action pled in Count II of the Second Amended Complaint, which expressly alleges an oral contract between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation.

22. This Honorable Court committed a prejudicial error of law and/or abused its discretion in allowing the Plaintiffs to present evidence of a written contract between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation in substantial variance to the cause of action alleged in the pleadings.

23. This Honorable Court committed a prejudicial error of law and/or abused its discretion in denying Defendants' Motions for Non-suit and Directed Verdict.

24. Pursuant to this Court's Order of February 12, 2018, the Court, not the jury, was to determine the terms of the contracts at issue.

25. Therefore, the parties did not submit jury instructions for the jury to determine the existence and terms of the contracts at issue.

26. This Honorable Court committed a prejudicial error of law and/or abused its discretion in failing to determine the terms, specifications, conditions and/or requirements, if any, of the oral contract between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation prior to the conclusion of the jury trial, and failing to communicate its determination of any such terms to the jury.

27. This Honorable Court committed a prejudicial error of law and/or abused its discretion in failing to determine the terms, specifications, conditions and/or requirements of the written contract between Defendant Giuseppe's and Plaintiff Arrowhead Conveyor Corporation prior to the conclusion of the jury trial, and failing to communicate its determination of any such terms to the jury.

28. With respect to the terms of the written contract, there was a "battle of the forms" analysis that needed to be completed by the Court.

29. Without any information as to whatever the Court determined the terms or existence of any oral or written contract to be, the jury had no basis to make any findings as to breach of any oral or written contract.

30. This Honorable Court committed a prejudicial error of law and/or abused its discretion in failing to properly instruct the jury in the following respects:

f. This Honorable Court erred as a matter of law in failing to instruct the jury as to all terms, specifications, conditions and/or requirements contained in the oral contract prior to the jury deciding whether Plaintiffs satisfied their burden and proved they properly and completely met all such terms, specifications, conditions and/or requirements;

g. This Honorable Court erred as a matter of law in failing to instruct the jury as to all terms, specifications, conditions and/or requirements contained in the written contract prior to the jury deciding whether Plaintiffs satisfied their burden and proved they properly and completely met all such terms, specifications, conditions and/or requirements.

31. The jury's verdict was contrary to the weight of the evidence for the following reasons:

h. The jury's finding of the existence of an oral contract between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation was against the weight of the evidence.

i. The jury's finding that Plaintiffs completely met all terms, specifications, conditions and/or requirements of the oral contract was against the weight of the evidence;

j. The jury's finding that Plaintiffs completely met all terms, specifications, conditions and/or requirements of the written contract was against the weight of the evidence;

k. The jury's finding that Defendants breached the oral contract was against the weight of the evidence;

l. The jury's finding that Defendants breached the written contract was against the weight of the evidence;

m. The jury's verdict against the weight of the evidence shocks the conscience and a new trial is warranted.

32. This Honorable Court committed a prejudicial error of law and/or abused its discretion in submitting Plaintiffs' claim for breach of an oral contract to the jury when Plaintiff failed to adduce any evidence as to the existence and terms, specifications, conditions and/or requirements of an oral contract between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation.

33. On the basis of all the evidence, no reasonable finder-of-fact could conclude that an oral contract existed between Defendant Giuseppe's and Plaintiff Busse/SJI Corporation.

34. The verdict is, in form and substance, inconsistent with Pennsylvania law.

35. The verdict was not supported by substantial evidence.

36. The verdict was against the charge of the court.

37. Such other significant reasons as may be ascertained upon review of the transcript and after the filing of the decision by this Honorable Court

WHEREFORE, Defendants respectfully request that this Honorable Court grant post-trial relief pursuant to Pa.R.Civ.P. 227.1 and order a new trial on all issues.

REQUEST FOR A COURT EN BANC

38. Defendants respectfully request that this Honorable Court order that the issues set forth in the proceeding post-trial motions be heard before a Court en banc, after full briefing on the points raised in the motion.

WHEREFORE, Defendants respectfully request that this Honorable Court grant post-trial relief and order that the proceeding post-trial motions be heard before a Court en banc.

Respectfully submitted,

Dated: May 11, 2018

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED ADJUGED and DECREED that Defendants' Motion for Leave to Submit Supplemental Post-Trial Motion and Delay Briefing is GRANTED. Any and all post-trial motions related to phase II, including post-trial motions related to the jury's verdict shall be submitted with ten (10) days of the filing of the decision of this Court. It is further ORDERED that all briefing on phase II post-trial motions shall occur after the filing of the decision of this Court.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs, v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK, Defendants.	

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED ADJUGED and DECREED that judgment n.o.v. is GRANTED in favor of Defendants and judgment shall be entered in favor of Defendants.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs, v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK, Defendants.	

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED ADJUGED and DECREED that a new trial on all issues is GRANTED.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION
	No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK,	
Defendants.	

ORDER OF COURT

AND NOW, this ___ day of _____, 2018, upon due consideration of Defendants' Motion for Post-Trial Motion Relief, it is hereby ORDERED ADJUGED and DECREED that said Motion are to be heard by a Court en banc after full briefing of the points raised in the motion.

BY THE COURT:

_____, J.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant's Motion for Post-Trial Relief has been served upon the following counsel of record by first class U.S. mail this 11th day of May, 2018.

Jonathan H. Rudd, Esquire
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, Pennsylvania 17108-1166
Attorney for Plaintiffs

John Sughrue, Esq.
225 East Market Street
Clearfield, PA 16830
Attorney for Plaintiffs



Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CASE NO. 2006-2159-CD

Date of Selection: 3/13/18 **Presiding Judge: David E. Grine, Sr., Specially Presiding**

Arrowhead Conveyor, et al vs. Giuseppe's Finer Foods, et al

Court Reporter: Jon

Date of Trial: April 30 and May 1, 2018 **Date Trial Ended:** 5-1-18

MEMBERS OF THE JURY

1.	RICHARD JONES	7.	CLYDE KRAUSE
2.	MELISSA NORMAN	8.	LAUREN PRESTON
3.	TERRANCE SIDELINGER	9.	ROBERT SHAFFER
4.	DARLENE BEVERIDGE	10.	STEVEN SMITH
5.	DENNIS LISI	11.	CONNIE TURNER
6.	STEVE KRAUSE	12.	CANDACE UNCLES
ALT #1	ALLYSSA YACABUCCI	ALT#2	EDITH LAROUGE

PLAINTIFF WITNESSES:
1. Myra Tierdfield
2. WDN ~~Frank~~ Semmelbeck
3.
4.
5.

DEFENSE WITNESSES:
1.
2.
3.
4.
5.

PLAINTIFF. ATTY: Tierdfield **DEF. ATTY:** Tierdfield

ADDRESS TO JURY: 9:40 **ADDRESS TO JURY:** 9:50 - 10:10

JUDGE'S ADDRESS TO JURY: 2:35P **JURY OUT:** 3:00P **JURY IN:** 3:45P

VERDICT: v Giuseppe - $134,415.00
v Busse - $4,404.60

SO/MM
FILED
12:15
MAY 02 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
NOCC

FOREPERSON: Steven Smith

ORIGINAL

(118)

ORIGINAL

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	:	CIVIL DIVISION
Plainiffs	:	
v.	:	No.: 2006-2159-CD
GIUSEPPE'S FINER FOODS,INC., et. al.	:	
Defendants.	:	

FILED
0/11:15
MAY 02 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
NO CC

VERDICT SLIP

And now, this 1st day of May 2018, we the jurors empaneled in the above captioned matter find as follows:

1. Do you find Giuseppe's Finer Foods, Inc. breached its contract with Arrowhead Conveyor Corporation by failing to make payment of the invoice.

   Yes ✓ No _____

2. If you answered "yes" to Question number 1, then your verdict should be for Arrowhead Conveyor Corporation and against Giuseppe's Finer Foods, Inc. If you answered no, go to Question 3.

   Amount of verdict: $ 134,415.00

3. Do you find that Giuseppe's Finer Foods, Inc. breached its contract with Busse/SJI Corporation by failing to make payment of the invoice.

   Yes ✓ No _____

4. If you answered "yes" to Question 3, then your verdict should be for Busse/SJI Corporation and against Giuseppe's Finer Foods, Inc. If you answered no, please sign verdict slip and advise the tipstaff you have reached a verdict.

   Amount of verdict: $ 4,404.60

Steven K Smith
Signature of Foreperson

ORIGINAL

O/MAY JM
FILED
12:00
MAY 01 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
No cc

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' PROPOSED JURY INSTRUCTIONS AND VERDICT FORM

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

Counsel of Record:

Gregory H. Teufel, Esquire
Pa. Id. No. 73062
Carter C. Hoel, Esquire
Pa. Id. No. 316880

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(814) 375-1088 (facsimile)

117

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' PROPOSED JURY INSTRUCTIONS AND VERDICT FORM

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Proposed Jury Instructions and Verdict Form:

INTRODUCTION

Defendant Giuseppe's Finer Foods, Inc. would submit additional proposed jury instructions related to its counterclaims and defenses (such as express and implied warranty instructions) but, due to the Court's Order granting the motion in limine and the Court's explanation of that Order that Defendants are precluded from presenting evidence of damages as to the counterclaims and also precluded from presenting evidence as to defenses based on defects in the equipment at issue (with respect to Arrowhead Conveyor Corporation's contract) and failure to properly and completely perform the services at issue (with respect to Busse/SJI Corporation), no instructions on those effectively precluded counterclaims and defenses are presented. Plaintiffs still have the burden of proving their performance in accordance with the

terms of the contract (terms as determined by the Court, pursuant to this Court's February 12, 2018 Order), such that further payment was due and owing. Defendants continue to object to the exclusion of that evidence.

See Pennsylvania Suggested Standard Civil Jury Instructions (PASSJI) 19.120 & 19.190

BURDEN OF PROOF AND PREPONDERANCE OF EVIDENCE and BREACH OF CONTRACT

Under the law, the plaintiff has the burden of proving it's claims.

The party who claims another party breached its contract must prove that claim by a legal standard called a "preponderance of the evidence."

Preponderance of the evidence means that a fact is more likely true than not.

Think about the scales of justice or an old-fashioned balance scale with a pan on each side to hold objects. Imagine using the scale as you deliberate in the jury room. Place all the believable evidence favorable to the plaintiff in one pan. Place all the believable evidence favorable to the defendant in the other. If the scales tip, even slightly, to the plaintiff's side, then the plaintiff has met its burden of proving that fact. If, however, the scales tip even slightly on the defendant's side, or if the two sides of the scale balance equally, the plaintiff has not met its burden of proof.

The Plaintiffs Arrowhead Conveyor Corporation and Busse/SJI Corporation have each alleged that the defendant Giuseppe's Finer Foods, Inc. breached contracts with them.

I will instruct you as to what the terms of those contracts were.

The plaintiffs each have the burden of proving that each of the following is more likely true than not:

1. that defendant Giuseppe's Finer Foods, Inc. breached a duty created by the contract with that plaintiff; and

2. the amount of damages, if any, caused by that breach.

_____ Accepted _____ Rejected _____ Modified as indicated

See PASSJI 19.170

CONDITION PRECEDENT

Defendant Giuseppe's Finer Foods, Inc. asserts that it was not required to make the final 15% payment under its contract with plaintiff Arrowhead Conveyor Corporation unless and until plaintiff Arrowhead Conveyor Corporation delivered equipment meeting all of the specifications of the contract between them.

Defendant Giuseppe's Finer Foods, Inc. asserts that this delivery of equipment meeting all of the specifications of the contract did not occur and therefore it did not have the obligation to make the final 15% payment of the contract price.

If plaintiff Arrowhead Conveyor Corporation proves it delivered equipment meeting all of the specifications of the contract, then defendant Giuseppe's Finer Foods, Inc. was required to make the final 15% payment of the contract price.

_____ Accepted _____ Rejected _____ Modified as indicated

See PASSJI 19.170

CONDITION PRECEDENT

Defendant Giuseppe's Finer Foods, Inc. asserts that it was not required to pay plaintiff Busse/SJI Corporation unless and until plaintiff Busse/SJI Corporation performed the promised services as promised.

Defendant Giuseppe's Finer Foods, Inc. asserts that Busse/SJI did not perform the services as promised.

If plaintiff Busse/SJI proves it performed the promised services as promised, then defendant Giuseppe's Finer Foods, Inc. was required to pay for those services at the contracted price.

_____ Accepted _____ Rejected _____ Modified as indicated

VERDICT FORM

You are hereby instructed that plaintiff Arrowhead Conveyor Corporation and defendant Giuseppe's Finer Foods, Inc. entered into a contract ("the Arrowhead Contract") for the purchase of equipment [[with the following terms] and/or [with such terms as are set forth in Exhibit(s)]]

_____.

1. Do you find that plaintiff Arrowhead Conveyor Corporation proved by a preponderance of the evidence that it delivered all of the equipment required by the Arrowhead Contract, meeting the specifications of the Arrowhead Contract?

Yes _____ No _____

If you answered "No" to question 1, then skip questions 2 and 3, read the instruction below question 3, and proceed to question 4.

2. Do you find that Giuseppe's Finer Foods, Inc. breached the Arrowhead Contract?

Yes _____ No _____

If you answered "No" to question 2, then skip question 3, read the instruction below question 3, and proceed to question 4.

3. What amount of damages do you award on plaintiff Arrowhead Conveyor Corporation's breach of contract claim?

$ _____

You are hereby instructed that plaintiff Busse/SJI Corporation and defendant Giuseppe's Finer Foods, Inc. entered into a contract ("the Busse/SJI Contract") for the services with the following terms:

_____.

4. Do you find that plaintiff Busse/SJI Corporation proved by a preponderance of the evidence that it provided all of the promised services as promised?

Yes _____ No _____

If you answered "No" to question 4, then the jury foreperson should sign below and advise Court staff that the jury has reached its verdict.

5. Do you find that Giuseppe's Finer Foods, Inc. breached the Busse/SJI Contract?

Yes _____ No _____

If you answered "No" to question 5, then the jury foreperson should sign below and advise Court staff that the jury has reached its verdict.

6. What amount of damages do you award on plaintiff Busse/SJI Corporation's breach of contract claim?

$ _____

_____ Accepted _____ Rejected _____ Modified as indicated

Respectfully submitted,

Dated: April 27, 2018

Gregory H. Teufel
Carter C. Hoel
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Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing Proposed Jury Instructions and Verdict Form complies with the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that requires filing confidential information and documents differently than non-confidential information and documents.

April 27, 2018

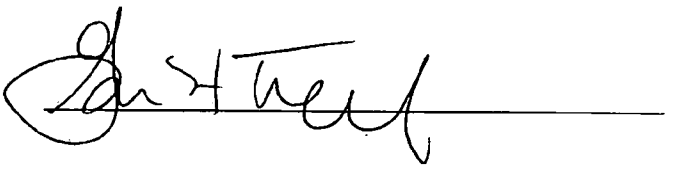
Gregory H. Teufel, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Proposed Jury Instructions and Verdict Form has been served upon the following counsel of record by email this 27th day of April, 2018.

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FILED
12:00PM
MAY 01 2018

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
NO CC

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

DEFENDANTS' TRIAL BRIEF AND MOTION FOR RECONSIDERATION OF ORDER GRANTING MOTION IN LIMINE

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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RECORD
SEP 12 2019
PITTSBURGH OFFICE OF SUPERIOR COURT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' TRIAL BRIEF AND
MOTION FOR RECONSIDERATION OF ORDER GRANTING MOTION IN LIMINE

Defendants, Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc. ("ICP Global"), ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck ("Raybuck"), by and through their attorneys, hereby file the following Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine:

INTRODUCTION

This brief supplements and incorporates Defendants' Brief in Response to Plaintiff's Motion in Limine ("Defendants' Motion in Limine Brief"), to the extent that Brief also served as a trial brief, and further seeks reconsideration of this Court's Order granting the Plaintiffs' Motion in Limine. Shorthand references used in Defendants' Motion in Limine Brief are also used in this brief.

It is unclear what evidence exactly is excluded by the Court's Order granting the Motion in Limine ("the Order"), or the precise basis for the Order, but to the extent the Order was based on rejection of Defendants' legal arguments that the Purchase Order and Change Order constituted

the contract at issue, the parties had not had the opportunity for advocacy as to the issue of how the Court should determine the terms of the contract at issue if the Proposal is viewed as an offer and the Purchase Order is deemed an acceptance. Plaintiffs' Trial Brief, and this brief now provide that additional advocacy. In addition, it was unclear at the Motion in Limine stage what documents from the parties' exhibit list were actually available to the Court, and upon review of the record in the case, it appears the Court did not have access to a number of the exhibits referenced in the Defendants' Motion in Limine Brief. Therefore, those exhibits referenced in the Defendants' Motion in Limine Brief but not previously made a part of the record, along with the additional exhibits referenced herein, are attached hereto.

ARGUMENT

Pennsylvania's Judicial Code governs the modification of court orders:

> Except as otherwise provided or prescribed by law, a court upon notice to the parties may modify or rescind any order within 30 days after its entry, notwithstanding the prior termination of any term of court, if no appeal from such order has been taken or allowed.

42 Pa.Cons.Stat. § 5505. Under § 5505 a trial court's authority to modify or rescind an order is "almost entirely discretionary" with thirty days of the entry of the Order. Verholek v. Verholek, 1999 PA Super 282, 741 A.2d 792, 798 (Pa. Super. Ct. 1999) (citing Stockton v. Stockton, 698 A.2d 1334, 1337 (Pa. Super. 1997) (citations and quotations omitted). "Under 42 Pa. C.S. § 5505, trial courts have broad discretion to modify or rescind an order, and this power may be exercised *sua sponte* or invoked pursuant to a party's motion for reconsideration." Haines v. Jones, 2003 PA Super 283, 830 A.2d 579, 584 (citing Verholek at 798).

A. Facts and law regarding "battle of the forms."

As argued in Defendants' Motion in Limine Brief, Defendants continue to maintain that the Contract at issue consists of the Purchase Order and the Change Order, which were a

counteroffer accepted by conduct consisting of delivery of the Equipment. For the reasons explained in Defendant's Motion in Limine Brief, the Purchase Order constituted a counteroffer and not an acceptance of Arrowhead's proposal because, pursuant to Section 2207(a) of Pennsylvania's Uniform Commercial Code ("PA's UCC") 13 Pa.Cons.Stat. § 2207(a) where "acceptance is expressly made conditional on assent to the additional or different terms" there is no contract formed by the exchange of forms, and the acceptance is deemed a counteroffer, and the Purchase Order conditions, at § 15 expressly state "Each shipment received by Buyer from Seller shall be deemed to be accepted only upon the terms and conditions contained herein ...." DX 95, p. 14 (AR-00121_15); DX95A.

1. **The terms and conditions on the reverse side of the Purchase Order are operative.**

The terms and conditions on the reverse side of the Purchase Order are operative. For the first time, and without any evidence whatsoever cited in support, Arrowhead now asserts that "the Purchase Order – Conditions were received a week or so after the Purchase Order was faxed." Plaintiffs' Trial Brief at p. 7. Giuseppe's faxed the Purchase Order to Arrowhead at 4:43 p.m. (16:43 stated in 24 hour/military format) on January 5, 2005, according to the time stamp on the fax copy of the Purchase Order (id. at pp. 6-9 (AR-00121_7 to AR-000121_10)), but the Purchase Order was dated December 29, 2004 right above the signature of Kenneth Mitchell, then Giuseppe's VP and CFO, and listed an "ORDER DATE" of December 30, 2004 (id. at p. 9 (AR-00121_10)). In addition, there is an email on December 29, 2004, from Pat Vincent to other employees of Defendants, stating "We will be receiving an order from Giuseppe's (a.k.a. International Custom Products) tomorrow." Id. at p. 4 (AR-00121_5).

The original Purchase Order that Mr. Mitchell signed on behalf of Giuseppe's had the terms and conditions on the reverse side included. The facts that Luke Sicard of Giuseppe's

chose to contemporaneously both fax a copy and send the original signed Purchase Order to Arrowhead and that the fax machine did not scan and send both sides of the Purchase Order form should be of no legal significance, and no caselaw or statute dictates that it should have legal significance. In addition, on May 16, 2005, long after the terms and conditions on the reverse side of the Purchase Order were surely received by Arrowhead, Giuseppe's mailed and Arrowhead received and accepted the Change Order. DX96.

Rocheux Int'l of N.J., Inc. v. U.S. Merchs. Fin. Group, Inc., 741 F. Supp. 2d 651 (D.NJ 2010), cited by Plaintiffs at page 6 of their Trial Brief, is inapplicable because it involved two separate sets of documents, first order acknowledgments deemed to be acceptances, and later invoices seeking to add additional terms, that were not sent contemporaneously. See id. at 677-678 ("Although invoices were typically sent within a day of the shipment, they sometimes came a matter of months after the Order Acknowledgments."). This case involves one Purchase Order, a copy of which was faxed, missing the reverse side, and the signed original of which was physically mailed, including the reverse side. Under the Plaintiffs' reasoning, a fax misfeed could also impact the terms of a purchase order contemporaneously mailed by hard copy, such that, depending on which arrived first, pages of the purchase order would or would not be deemed part of an acceptance, and the buyer or the seller could repudiate any part of the purchase order that did not arrive in the faxed copy, so long as the faxed copy was received before the signed original of the purchase order. If a buyer ordered two items, one on the first page of a purchase order, and one on the second page, and faxed it, but only the first page came through on the fax, which arrived before a mailed version (sent contemporaneously) with both pages, if the seller proceeded to produce and ship both items, the buyer would be free to reject the second item, disavowing the second page of the purchase order and the second item because

it did not come through on the fax. As a factual matter, here Giuseppe's clearly intended to include and did include the terms and conditions on the reverse side of the Purchase Order, and contemporaneously communicated that intent to Arrowhead.

Contemporaneous timing is important. While no cases are directly on point for the issue presented here, courts have consistently allowed invoices, sent contemporaneously with goods, to qualify as written confirmations under UCC 2-207 and deemed the terms in those invoices to be operative in determining the terms of parties' contracts. For example, Sudenga Industries, Inc. v. Fulton Performance Products, Inc., 894 F. Supp. 1235, 1236 (N.D. Iowa 1995) is a UCC battle of the forms case in which the buyer issued purchase orders and the seller then shipped goods, then sent invoices. "While the invoice was issued as a result of shipment and therefore always done after the goods were shipped, the documents show that shipment and invoicing were done relatively contemporaneously." Id. at 1237. Despite the fact that the invoices were sent after the acceptance (the shipment of the goods), the court found that the contemporaneously sent invoices were operative in determining the terms of the contract. Id. at 1238. The court noted that the buyer never exercised any opportunity to delete the additional terms. Id. As the court in Sudenga noted in footnote 3 of its opinion, many courts have allowed contemporaneously sent documents to be enforceable:

> It appears that courts have quite consistently found that invoices sent contemporaneously with goods can qualify as written confirmations under UCC § 2-207. *See, i.e., Permian Petroleum Company v. Petroleos Mexicanos*, 934 F.2d 635, 654 (5th Cir.1991); *Advance Concrete Forms v. McCann Construction*, 916 F.2d 412, 415 (7th Cir.1990); *Transamerica Oil Corp. v. Lynes, Inc.*, 723 F.2d 758, 765 (10th Cir.1983); *Offen v. Rocky Mountain Constructors*, 765 P.2d 600 (Co. Ct.App.1988); *Cox Engineering v. Funston Machine & Supply Co.*, 749 S.W.2d 508 (Tx.Ct.App. 1988); *Bicknell v. Joyce Sportswear*, 173 Ga.App. 897, 328 S.E.2d 564 (1985); *Album Graphics v. Beatrice Foods*, 87 Ill.App.3d 338, 42 Ill.Dec. 332, 408 N.E.2d 1041 (1980); *Herzog Oil Field Service v. Otto Torpedo Co.*, 391 Pa.Super. 133, 570 A.2d 549 (1990).

Id. at 1238, n. 3.

Arrowhead proposes that the instant Giuseppe's faxed a copy of the Purchase Order there was an acceptance and this Court should disregard the fact that the complete Purchase Order was contemporaneously mailed. Plaintiff's Trial Brief at p. 5. This Court should follow the pattern established by all of the courts noted above and reject Plaintiffs' suggested approach. Instead, the Court should find that the contemporaneously sent, full version of the Purchase Order, including the terms and conditions on the reverse side of the Purchase Order, are operative in determining the terms of the contract in this case.

2. Application of the "knockout rule" if the Court deems the Purchase Order an acceptance rather than a counteroffer.

If the Court were to deem the Purchase Order as an acceptance of the Proposal rather than a counteroffer, then the "battle of the forms" analysis explained in Defendants' Motion in Limine Brief would direct the application of the "knockout rule" to "different terms." See Defendants' Motion in Limine Brief at p. 20. Despite Arrowhead's protestations to the contrary, there are key issues on which the terms of the Purchase Order and the Proposal differed, including on the issues of (1) what remedies are available, (2) whether written notice of defects was required and by what deadline, (3) what warranties applied and when did they commence, and (4) what warranties if any were time limited.

As to remedies provisions, as discussed at page 23 of Defendants' Motion in Limine Brief, section 6 of the Proposal Terms and Conditions exclude any of Giuseppe's labor expenses. DX 89, p. 26. However, the Purchase Order conditions expressly include preservation of rights to consequential damages at § 5:

> Buyer's [Giuseppe'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.

DX 95, p. 14 (AR-00121_15); DX 95A. The Purchase Order conditions also include "all loss, damage and expenses" language at § 9:

> Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer ... harmless from all liability, loss, damage and expenses, including reasonable counsel fees, incurred or sustained by Buyer ... by reason of the failure of goods to conform to the warranties in this Order.

Id.

As to notice requirements, as discussed at page 25 of Defendants' Motion in Limine Brief, section 14 of the Proposal Terms and Condition required written notice of claims within 10 days after receipt of shipment. DX 89, p. 26. On the contrary, § 6 of the Purchase Order conditions expressly provides that "Failure to give notice of defects to Seller shall not constitute waiver of breach of warranty or of any other condition."

As to warranties, as explained in Defendants' Motion in Limine Brief, the one-year warranty in the second paragraph of section 7 of the Purchase Order conditions (DX 95, p. 14 (AR-00121_15); DX95A) begins from the date of installation, not the date of shipment (as is the case in the one-year warranty in section 6 of the Terms and Conditions of the Proposal (DX 89, p. 25). Moreover, not all of the warranties in the Purchase Order or the Proposal were limited to one year. Only the warranty of satisfactory function in the second paragraph of section 7 of the Purchase Order conditions is limited to one year. DX 95, p. 14 (AR-00121_15); DX95A. The rest of the warranties in section 7 of the Purchas Order conditions, such as the warranties of compliance with specifications, fitness for particular purpose, and merchantability, are not limited to any particular time period. Id. Section 5 of the Proposal Terms and Conditions disclaims implied warranties of merchantability and fitness for particular purpose altogether (DX

89 at p. 25) while the Purchase Order's expressly includes those warranties (DX 95, p. 14 (AR-00121_15); DX95A).

Section 6 of the Proposal's Terms and Conditions (DX 89, p. 25) was not the only warranty provision in the Proposal. Section 7 of the Proposal ("CLARIFICATIONS AND EXCEPTIONS") expressly incorporated a "*Letter from George Bennett, dated October 1, 2004, regarding Terms and Conditions*" (*italics* in original) and stated "Please see responses in red with attached letter." DX 89 at p. 21. In the attached letter from George Bennett, it sets forth the following 2 year warranty:

> (EQUIPMENT MANUFACTURER'S NAME GOES HERE) guarantees that the equipment will be covered, unconditionally, for a period of 2 years from the date of START-UP, provided that the equipment start-up will take place within 4 months of the equipment delivery date. This warranty will not cover normal wear items.

Below that warranty, in red, Arrowhead noted as follows: "Accepted, with the knowledge that the equipment is properly maintained and operated. Third party components or equipment warranty will be standard for that manufacturer."

If the Court views the Purchase Order as an acceptance of the Proposal, then the differing terms and warranty provisions in the Proposal and Purchase Order knock each other out (see discussion of Flender Corp. v. Tippins Intern., Inc., 830 A.2d 1279, 1285-86 ¶ 19 (Pa. Super. Ct. 2003) and the "knockout rule" at page 20 of Defendants' Motion in Limine Brief), and the resultant contract governing the sale of the equipment incorporated the PA's UCC provisions for remedies (13 Pa.Cons.Stat. §§ 2714-2715), notice of claims (13 Pa.Cons.Stat. § 2607(c)(1)), express warranties (13 Pa.Cons.Stat. § 2313), implied warranties of merchantability and fitness for particular purpose (13 Pa.Cons.Stat. §§ 2314-2315) and a four year period of limitations (13 Pa.Cons.Stat. § 2725).

Applying Pennsylvania law, the U.S. Court of Appeals for the Tenth Circuit dealt with a very similar case in Daitom, Inc. v. Pennwalt Corp., 741 F.2d 1569 (10th Cir. 1984). In that diversity action, the buyer (Daitom) sued the seller (Pennwalt) of vacuum drying machines (to be used in the production of vitamins) for breach of express and implied warranties. The offer (the seller's proposal) specified a one-year period of limitations, while the acceptance (the buyer's purchase order), in its boilerplate warranties provision reserved all of its rights and remedies available at law (which the court found impliedly reserved the statutory four year period of limitations). See id. at 1577. Applying the "knockout rule," the court found that the conflicting terms in the offer and acceptance regarding the period of limitations and the applicable warranties cancelled each other out. Therefore, the court found that

> [i]n the absence of any evidence of course of performance, course of dealing, or usage of trade providing the missing terms, §§ 2-725(1), 2-313, 2-314, 2-315 may operate to supply a four-year period of limitations, an express warranty, an implied warranty of merchantability, and an implied warranty of fitness for a particular purpose, respectively.

Id. at 1580. Accordingly, the court reversed the trial court's dismissal on summary judgment of the breach of warranty claims, which dismissal had been premised on the seller's one year limitation in its proposal. Id. Consistent with the analysis in Daitom, if the Court views the Purchase Order as an acceptance of the Proposal, then the differing warranty provisions knock each other out, and the resultant contract in this case incorporated the PA's UCC provisions for express warranties (13 Pa.Cons.Stat. § 2313), implied warranties of merchantability and fitness for particular purpose (13 Pa.Cons.Stat. §§ 2314-2315) and a four year period of limitations (13 Pa.Cons.Stat. § 2725).

B. Giuseppe's provided notice of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches.

Giuseppe's provided notice of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches. As correctly stated by Incubadora Mexicana, SA De CV v. Zoetis, Inc., 310 F.R.D. 166, 174 (E.D. Pa. 2015) (cited by Plaintiffs' Trial Brief at p. 11, and in Plaintiffs' Appendix of Cases at Exhibit F), "the purpose of notification under § 2607(c) is to allow the seller an opportunity to resolve the dispute regarding an alleged breach before the buyer initiates a lawsuit." (internal citation omitted). Here Arrowhead waived any right to such notice when it notified Giuseppe's that it would not provide any technical support or parts.

As set forth at page 17 of Defendants' Motion in Limine Brief, on November 29, 2005, when Giuseppe's was less than two months late on the final 15% payment for the Equipment, Arrowhead sent an email to Giuseppe's claiming that the final 15% payment was "well over 90 days past due" (which was not true, as the final 15% payment was less than 60 days past due at that point), and informed Giuseppe's that it was placing Giuseppe's on a credit hold, such that, until a payment schedule could be worked out for the remaining balance, "there will be no technical support or parts available." DX 47. Arrowhead further explained that "This also includes any technical support via phone or email correspondence." Id. Giuseppe's explained to Arrowhead the reason for the suspension of payments to all equipment vendors and explained that Giuseppe's was arranging additional financing to allow those payments to resume. Nevertheless, Arrowhead never lifted the "credit hold" and refused to provide any technical support to Giuseppe's from November 29, 2005 forward. TT 129:12-130:14. Under such circumstances, to suggest that Giuseppe's had a duty to nevertheless give Arrowhead notice of all of the problems with the Equipment and an opportunity to resolve them is unreasonable.

Nevertheless, Giuseppe's did notify Arrowhead of Arrowhead's breaches within a reasonable time after Giuseppe's discovered and should have discovered the breaches. As explained at pages 17-18 of the Defendants' Motion in Limine Brief, when Giuseppe's installed and attempted to use the Equipment and experienced problems, Giuseppe's verbally notified Arrowhead of the problems it was experiencing, but Arrowhead refused to provide the technical support necessary to resolve the problems. TT 131:16-132:13. Arrowhead did not at that point request written notice of the problems. Luke Sicard, the former engineer for Giuseppe's, testified that he is "sure" that he also sent an email to Arrowhead regarding the problems with the Equipment prior to December 21, 2006, but could not find it, but did not keep all of the emails from that time. TT 147:14-149:3. In any event, in early 2007, after Arrowhead filed this lawsuit but before Giuseppe's filed any counterclaims, Giuseppe's provided written notice of the problems described above to Arrowhead through counsel. DX103, DX 104. Therefore, it is for the jury to determine whether Giuseppe's satisfied its obligation to provide reasonable notice of breaches to Arrowhead under 13 Pa.Cons.Stat. § 2607(c)(1).[1]

C. Law regarding the Contractor and Subcontractor Payment Act ("CSPA").

Defendants incorporate by reference their Brief in Support of Motion for Partial Summary Judgment, attached hereto as Exhibit 1. This Court's Order denying the Motion for Partial Summary Judgment was brief and its basis was not clear, but it referenced the Court's "review of the record," which suggests that the Court saw material issues of fact precluding judgment as a matter of law at that time. See Exhibit 6 to Plaintiffs' Trial Brief. Contrary to Plaintiffs' arguments regarding "law of the case" at page 13 of their Trial Brief, the Court did not

[1] 13 Pa.Cons.Stat. § 2607(c)(1) applies only to sale of goods cases, so it has no bearing on Giuseppe's claims against Busse/SJI Corporation ("Busse"), but in any event notice to Arrowhead should constitute notice to Busse, because Busse and Arrowhead are owned an operated by the same people (Vincent Depo. 19:14-20:19).

expressly reject any of Defendants' legal arguments in denying the Defendants' Motion for Partial Summary Judgment, and therefore there is no "law of the case" precluding the Court's acceptance of those same legal arguments now. This Court also did not reject any of Defendants' legal arguments set forth in the Motion for Partial Summary Judgment when this Court denied Defendants preliminary objections to the Second Amended Complaint, because Defendants' Preliminary Objections to the Second Amended Complaint were directed solely at Count II, which was a CSPA claim brought solely by Busse, while the Motion for Partial Summary Judgment was directed exclusively at Arrowhead's claim for liability pursuant to the CSPA.

This Court's Order denying Defendants' Preliminary Objections to the Second Amended Complaint (Exhibit 5 to Plaintiffs' Trial Brief) does constitute law of the case with respect to Busse's CSPA claim, to the extent that this Court found "that the factual averments of the Plaintiffs' Second Amended Complaint, Count II, are legally sufficient to sustain the standards of the [CSPA]" and "Plaintiffs [*sic* Busse] provided ample material facts within Count II that would reasonably infer that the Plaintiffs performed several enumerated tasks, which went beyond the parameters of 'filed [*sic* field] service work' and included obvious real property improvements to the Defendants' food processing facility." However, this Court did not note which facts specifically, if proven true, would be legally sufficient to sustain the standards of the CSPA, and of course this Court did not find those facts to be true as a matter of law. To sustain claims under the CSPA, Busse will still have to prove sufficient facts at trial to justify application of the CSPA.

Plaintiffs' Trial Brief brings up 73 Pa.Stat. § 506(b), regarding withholding payments from a contractor for a deficiency item. In addition to the inapplicability of the CSPA generally, this provision from the CSPA is inapplicable to this case because Giuseppe's is not contending

that it withheld payments based on deficiency items. The deficiencies at issue were not discovered "within seven calendar days of the date that the invoice is received," so Giuseppe's of course could not have provided notice of the deficiency within that time.

Even if the CSPA were applied to this case, failure to provide notice of a deficiency within seven days after invoice does not preclude counterclaims for deficiencies, nor does it relieve Plaintiffs of their burden to prove that they were entitled to payment under the relevant contract by providing conforming goods and/or services or preclude Defendants from defending claims for payment under the relevant contract on the grounds of breach. Pursuant to 73 Pa.Stat. § 505, the owner's obligation to pay at all is still conditioned on "the terms of the construction contract" (§ 505(a)) and the special interest rate of 1% per month is only owed "on the balance that is at the time due and owing" (§ 505(d)). Even where the CSPA is applicable, plaintiffs still have the burden of showing that payment is due pursuant to the terms of the construction contract, and payment is not due when a party has materially breached the contract because the goods or services provided do not conform to the terms of the contract.

Plaintiffs cites Brubacher Excavating v. Tattersall Homes, 2012 Pa.Dist.&Cnty.Dec.LEXIS 513 (CCP Lancaster 2012) in attempt to support the proposition that "An owner cannot attempt to retroactively justify the withholding of payment by identifying some later discovered deficiency in the contractor's work" (Plaintiffs' Trial Brief at p. 15). The court's actual holding in Brubacher was that "while a party to a contract may file an action or raise a counterclaim based either on alleged work deficiencies or on an alleged breach of contract that was discovered after a retainage is paid out, a party cannot use those later-discovered deficiencies to claim they had good faith in withholding payment." Id. at *4. Again, Giuseppe's is not attempting to prove that it had good faith when it withheld payment from Plaintiffs, only

that it was later determined that the Plaintiffs had not performed in accordance with the relevant contracts. Plaintiffs' formulation of the issue is backwards, obfuscating that it is the Plaintiffs' burden to first prove a prima facia case of entitlement to payment under the relevant contract by proving they performed the contract in accordance with its terms, and not the Defendants' burden to "justify the withholding of payment" in the first instance. For example, in Clever v. Luis Tavarez & Arg., 2013 Pa.Dist.&Cnty.Dec.LEXIS 841, *6-7 (CCP Lehigh 2013), the court held as follows:

> At trial, I understood and held the plaintiff to the proper burden of proof in a contract dispute. There was no dispute that a written contract existed between the parties. The plaintiff claimed that the defendants breached the contract because he had performed 18 hours of legal work on their case and they had refused to pay for this service.
> Conversely, the defendants averred that the plaintiff did not perform any work entitling him to payment under the contract. Therefore, in order to succeed at trial, the plaintiff had the burden of proving that he actually performed 18 hours of professional legal service on behalf of defendants.

When the CSPA is applicable, it is not the case that plaintiffs are entitled to payment for performance that materially breached the contract at issue, so long as the defendants failed to notify the plaintiff of any breach(es) within seven days of the invoice. Rather defendants are merely precluded from using deficiencies they did not discover and send notice about within those seven days as a good faith basis for not making prompt payment. The CSPA generally is concerned with prompt payment and does not upend contract law with respect to plaintiffs being required to prove a prima facia case of entitlement to payment in the first place. Accordingly, Giuseppe's remains entitled to dispute Plaintiffs' proper performance of the relevant contracts and therefore Plaintiffs' entitlement to any payment at all, as well as entitled to seek damages by way of its counterclaims for the consequential damages caused by Plaintiffs' breaches.

CONCLUSION

For the foregoing reasons, Defendants request that the Court reconsider its Order granting Plaintiffs' Motion in Limine.

Respectfully submitted,

Dated: April 23, 2018

Gregory H. Teufel
Carter C. Hoel
Christopher E. Mohney

Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,

Plaintiffs,

v.

GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK

Defendants.

CIVIL DIVISION

No. 2006-2159-CD

BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

Filed on behalf of Defendants

Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

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EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJI CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

DEFENDANTS' BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

NOW COMES Defendants Giuseppe's Finer Foods, Inc. ("Giuseppe's"), ICP Global Holdings, Inc., ICP Asset Management, Inc. ("ICP Asset"), and Dennis V. Raybuck, by and through their undersigned attorneys, and hereby files the following Brief in Support of their Motion for Partial Summary Judgment:

INTRODUCTION

This is a breach of contract action between Plaintiff Arrowhead Conveyor Corporation ("Arrowhead"), Plaintiff Busse/SJI Corporation ("Busse"), and the above-captioned Defendants. Specific to this Motion, the underlying contract between Arrowhead and Giuseppe's called simply for the delivery of three pieces of equipment to Defendants' premises. Because the Contractor and Subcontractor Payment Act ("CSPA"), 73 Pa. Cons. Stat. § 501, *et seq.*, is not implicated by a pure sales contract for goods, partial summary judgment should be granted in Defendants' favor to bar the application of the CSPA as to Arrowhead's contract claims.

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STATEMENT OF UNDISPUTED FACTS

On December 29, 2004, Arrowhead provided International Custom Products, Inc. ("ICP") with a proposal ("Proposal") to furnish three pieces of equipment to the DuBois food products facility at issue (the "Facility"): a Bulk Glass Depalletizer; a 12'X84' Spray Cooler; and a TUCS Pouch Cooler (collectively the "Equipment"). (Ex. A). Based on the representations in Arrowhead's Proposal, Giuseppe's responded on or around January 5, 2005 by sending a purchase order ("Purchase Order") containing additional terms and conditions. (Ex. B). A change order ("Change Order") executed by Giuseppe's in or around May 2005 increased the total contract price to $879,600.00. (Ex. C). Collectively, the Purchase Order and Change Order are referenced as "the Contract." (Second Am. Compl. at ¶ 25).

Giuseppe's and ICP Asset paid $745,185.00 of the contract price by the time Arrowhead delivered the last of the unassembled Equipment to the Facility on or around August 5, 2005. (Second Am. Compl. at ¶¶ 29-31, 35; Answer to Second Am. Compl. at ¶¶ 29-31, 35). As is clear from both the Proposal and the Contract, Arrowhead did not contract to install the Equipment and, in fact, at no time did Arrowhead assemble or install any of the Equipment within the Facility. (Exs. A, B, C; Ex. D at 57:20-22).

On January 29, 2006, Plaintiffs initiated this action seeking payment of the $134,415.00, interest at the rate of 1% per month, penalties at the rate of an additional 1% per month, plus attorneys' fees and costs pursuant to the CSPA.

STANDARD FOR SUMMARY JUDGMENT

Rule 1035.2 of the Pennsylvania Rules of Civil Procedure provides:

> After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

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> (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or
>
> (2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa. R. Civ. P. 1035.2. Summary judgment is appropriate when – viewing the record in the light most favorable to the nonmoving party and resolving all doubts as to the existence of a genuine issue of material fact against the moving party – the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. See Atcovitz v. Gulph Mills Tennis Club, Inc., 812 A.2d 1218, 1221-22 (Pa. 2002). In other words, summary judgment is proper when the uncontroverted allegations in the pleadings, depositions, answers to interrogatories, admissions of record, and submitted affidavits demonstrate that the material facts are so clear that reasonable minds cannot differ. Gregg v. V-J Auto Parts Co., 975 A.2d 1171, 1176 (Pa. Super. Ct. 2009) (citing Cresswell v. Pennsylvania Nat'l Cas. Ins. Co., 820 A.2d 172, 177 (Pa. Super. Ct. 2003)).

ARGUMENT

I. Summary Judgment Should Be Granted to Preclude Arrowhead's CSPA Claim.

The underlying Contract for sale of the Equipment does not constitute a "construction contract" that implicates the CSPA. The CSPA only applies "to construction contracts executed on or after the effective date of this act." 73 Pa. Cons. Stat. § 515. If a dispute does not involve a "construction contract," then Arrowhead's attempt to invoke the CSPA necessarily fails as a matter of law. See Reco Equip, Inc. v. John T. Subrick Contracting, Inc., 780 A.2d 684, 687-88 (Pa.

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Super. Ct. 2001) (holding that CSPA did not apply because a rental of equipment agreement was not a construction contract); Apostolou Assocs., Inc. v. Daniele Dipardo, No. GD08-007992 (Pa. Ct. Com. Pl. Mar. 31, 2011) ("Thus, since [the parties] did not enter into a construction contract, there can be no payment obligations, or liability, under CASPA").

Arrowhead previously asserted that a "construction contract" is not required for the CSPA to apply. (Docket No. 30, at ¶ 15). In support of this broad proposition, it referenced a portion of the CSPA addressing the payment obligations of the owner of real property:

> ABSENCE OF PAYMENT TERM.-- In the absence of a construction contract or in the event that the construction contract does not contain a term governing the terms of payment, the contractor shall be entitled to invoice the owner for progress payments at the end of the billing period. The contractor shall be entitled to submit a final invoice for payment in full support upon completion of the agreed-upon work.

73 Pa. Cons. Stat. § 505(b). Arrowhead contended that the phrase "[i]n the absence of a construction contract" suggests the CSPA can apply regardless of whether the parties have a construction contract. This interpretation not only contradicts § 515's explicit requirement for a "construction contract," but it is also incompatible with Pennsylvania court rulings in Reco and Apostolou Associates that have reached the exact opposite conclusion. Moreover, given that this provision is preceded by the heading "ABSENCE OF PAYMENT TERM" and appears in the section of the statute specifying the exact payment terms by the owner under the CSPA, it is more likely that the phrase "[i]n the absence of a construction contract" refers to instances where no *written* construction contract explicitly providing for payment terms exists. This would be consistent with § 502's definition of "construction contract" as an agreement that may be made orally. Accordingly, § 505(b) simply permits the contractor to invoice an owner for progress payments at the end of the billing period as a default matter where there is only an oral construction

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contract that did not provide for contrary payment terms. It did not bring contracts having nothing to do with performing work on real property within the CSPA's scope.

In the context of the CSPA, a "construction contract" is defined as "[a]n agreement, whether written or oral, to perform work on any real property located within this Commonwealth." *Id.* at § 502 (emphasis added).

A. Arrowhead Did Not Perform Work on Real Property.

As an initial matter, the Contract did not call for Arrowhead to "perform work" at the Facility. Giuseppe's January 5, 2005 Purchase Order and the May 2005 Change Order together constitute the final offer for the sale and shipment of the Equipment, which Arrowhead accepted by shipping the Equipment without further objection as well as by accepting payments from Giuseppe's and ICP Asset. (Exs. B, C; Second Am. Compl. at ¶ 29; Answer to Second Am. Compl. at ¶ 29). Neither the terms of the Purchase Order nor the Change Order obligated Arrowhead to install or even assemble the Equipment after delivery to the Facility. (Exs. B, C). The Purchase Order and Change Order largely consist of an itemized list of components for the Equipment and the shipment details. (Exs. B, C). No reference to Arrowhead performing installation work is found therein. The only mention of the word "installation" at all is in the facsimile memorandum and merely related to the timing and coordination of the shipment. (Ex. B at 1).

Arrowhead cannot contest that it ever expected to install the Equipment pursuant to the contract. None of the averments in the Second Amended Complaint allege that Arrowhead was contracted to perform installation work or any labor at the Facility. Even if the Court were to consider Arrowhead's Proposal significant, the terms in that document similarly do not contemplate Arrowhead providing labor or installation services on the Equipment after shipment. (Ex. A). To the contrary, the Proposal repeatedly represents that Arrowhead was simply to *supply*

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the Equipment:

> 1. INTRODUCTION
>
> ....
>
> Arrowhead Systems, Inc. will supply equipment to handle the product(s) specified in the Product Data Table listed in this proposal.
> ....
>
> 2. PROJECT SCOPE
>
> Arrowhead Systems, Inc. proposes to furnish one (1) Bulk Glass Depalletizer, one (1) 12'X84' Spray Cooler and one (1) TUCS Pouch Cooler.

(*Id.* at 3-4). In the "Pricing and Quote Summary" section, Arrowhead only listed "Base Price for Equipment" and "Equipment Options" without providing for labor or installation. (*Id.* at 4). Nor does the Scope of Supply section provide for labor or installation as it describes, in otherwise great detail, the three pieces of equipment that it would be manufacturing and shipping to the Facility. (*Id.* at 5-12). Installation was never part of the transaction.

Nor can Arrowhead claim that it actually installed the Equipment. During the deposition of Jeffrey H. Kaplan, the Arrowhead salesman who handled the transaction with Giuseppe's, (Ex. D at 19:19-22), Mr. Kaplan conceded that, in accordance with industry practice for equipment providers, Arrowhead did not install the Equipment in the Facility:

> Q. Arrowhead did not install the equipment, is that correct?
>
> A. Correct.
>
> Q. Who installed the equipment?
>
> A. I don't remember. I'm not even certain if it's a company that I'm aware of, but it's very common in the industry when -- I mean there is a segment in the industry of installers. That's their specialty.
>
> Most OEMs do not install their own equipment.

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Q. So Arrowhead sold equipment, shipped it to Giuseppe's, and it was up to Giuseppe's to figure out how to install it?

A. Well, at their discretion, they located and chose equipment installers, but --

Q. It was the customer's responsibility --

A. Right. It's the customer's responsibility to install equipment. However --

Q. Okay.

A. -- in our owner's manuals, we do have sections on how to properly erect and reassemble a piece of equipment.

(*Id.* at 57:20-58:20). Similar to instruction booklets that are included in every article of ready-to-assemble furniture, the owner's manuals Mr. Kaplan references provide an illustrated, step-by-step guide for the owner to assemble and install the Equipment. (Ex. E). If Arrowhead installed the Equipment itself, then the inclusion of an illustrated installation guide in the owner's manual would not have been necessary.

All the uncontested pleadings, evidence, and admissions lead to the inescapable conclusion that Arrowhead did not perform any work on the Facility because the underlying Contract was only for the sale of goods. While the Equipment was eventually installed, this work was performed by the Conveyor System Contractor and not by Arrowhead. Even Arrowhead's Proposal acknowledges that it is not the construction contractor. In the section of the Proposal entitled "Clarifications & Exceptions," Arrowhead stated that it "believes the specification as provided was written for the building contractor mostly... and not for individual machine specifications." (Ex. A at 20). Without the actual performance of work on the premises, Arrowhead did not enter into a "construction contract" with Giuseppe's and therefore cannot be entitled to remedies pursuant to the CSPA.

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B. Arrowhead Did Not "Improve" Real Property.

Given that the Contract was not a "construction contract" within the meaning of the CSPA, the Court may end its inquiry on the applicability of the CSPA as that basis alone is sufficient to establish the statute is not implicated by this litigation. In the alternative, however, Arrowhead was also not a "contractor" that "improved" real property as those terms are defined by the CSPA. According to the CSPA, a "contractor" is "[a] person authorized or engaged by an owner to improve real property." 73 Pa. Cons. Stat. § 502. The term "improve" is defined very specifically and clearly:

> "IMPROVE." To design, effect, alter, provide professional or skilled services, repair or demolish any improvement upon, connected with, or on or beneath the surface of any real property, to excavate, clear, grade, fill or landscape any real property, to construct driveways and private roadways, to furnish materials, including trees and shrubbery for any of these purposes, or to perform any labor upon improvements.

Id. In turn, the term "improvement" is defined as: "(1) All or any part of a building or structure. (2) The erection, alteration, demolition, excavation, clearing, grading or filling of real property. (3) Landscaping, including the planting of trees and shrubbery, and constructing driveways and private roadways on real property." *Id.* The CSPA further describes "real property" as "[r]eal estate that is improved, including lands, leaseholds, tenements and hereditaments, and improvements placed thereon." *Id.*

The Court must construe the words of the CSPA and other statutes in accordance with their plain meaning. 1 Pa. Cons. Stat. § 1903(a); Zimmerman v. Harrisburg Fudd, L.P., 984 A.2d 497, 501 (Pa. Super. Ct. 2009). Absent a definition, the CSPA is presumed to employ words in their popular and plain everyday sense, and popular meanings of such words must prevail. Centolanza v. Lehigh Valley Dairies, Inc., 658 A.2d 336, 340 (Pa. 1995); Zimmerman, 984 A.2d at 501.

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Because the words of this statute are clear and unambiguous, the Court therefore cannot disregard them. 1 Pa. Cons. Stat. § 1921(a); Commonwealth v. Heberling, 678 A.2d 794, 795 (Pa. Super. Ct. 1996). The Facility is an "improvement" for the purposes of this summary judgment Motion because it is a building or structure.

For the same reasons that Arrowhead cannot establish it "performed work" on Giuseppe's Facility, it also cannot claim the CSPA applies on the basis that it was a "contractor" that "improved" real property. Arrowhead did not design, effect, alter, provide services, repair, or demolish any improvement upon, connected with, on, or beneath the surface of the Facility. Nor did Arrowhead excavate, clear, grade, fill, or landscape any real property. Nor did it construct driveways or private roadways. Nor did it furnish materials for any of these listed purposes. Finally, it did not perform any labor upon an improvement. Arrowhead simply shipped the Equipment to the Facility and left it to Giuseppe's to arrange for the installation. Simply put, the sale of goods that are later used by a different entity to independently improve the real property does not give the merchant who sold the item a claim under the CSPA.

Merely furnishing materials, without anything more, does not satisfy the definition of "improve." Although "to furnish materials" appears in the definition of "improve," it is immediately followed by "including trees and shrubbery for any of these purposes." 73 Pa. Cons. Stat. § 502 (emphasis added). Hence, a person only "improves" real property by furnishing materials for the purpose of "design[ing], effect[ing], alter[ing], provide[ing] professional or skilled services, repair[ing] or demolish[ing] any improvement"; "excavat[ing], clear[ing], grad[ing], fill[ing] or landscap[ing] any real property"; or "construct[ing] driveways and private roadways."

The qualifying phrase "for any of these purposes" is critical because it maintains the

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statutory theme found throughout the CSPA distinguishing pure sales contracts from contracts for construction services, which may include the supply and installation of goods for the purpose of improving real property. Indeed, every other term included in the definition of "improve" relates to an improvement or performing work on real property. Because Arrowhead only delivered equipment to the Facility, it did not "improve" real property within the meaning of CSPA.

C. The CSPA's Owner's Exclusion Applies.

The CSPA also features a provision that specifically excludes contracts involving the simple sale of goods. Pursuant to the "Owner's Exclusion," the CSPA "shall not apply to contracts for the purchase of materials by a person performing work on his or her own real property." 73 Pa. Cons. Stat. § 503(b). Defendants' are entitled to invoke this exclusion because a "person" is defined by the CSPA as "[a] corporation, partnership, business trust, other association, estate, trust foundation or a natural individual." 73 Pa. Cons. Stat. § 502. This provision constitutes the most explicit articulation of the CSPA's motif that the statute was never meant to cover pure sales contracts, even when the items sold are construction materials and equipment to be used to improve real property.

The plain meaning of the Owner's Exclusion rules out application of the CSPA to Arrowhead's sale of the Equipment to Giuseppe's. As discussed, Arrowhead did not perform work on real property. Rather, it merely delivered the Equipment to the Facility and left Giuseppe's with the task of assembling and installing the machinery. Of course, this was all in accordance with the original understanding of the contract, as demonstrated by Arrowhead's inclusion of the owner's manuals detailing the assembly and installation process.

Giuseppe's Conveyor System Contractor, which had no contractual relationship with Arrowhead on this project, ultimately assembled and installed the Equipment. Although

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Giuseppe's chose to have a contractor install the Equipment instead of having its own employees perform that task, this fact is not significant for purposes of the Owner's Exclusion. The Owner's Exclusion applies to a *type* of transaction—sales contracts. The *means* by which the owner ultimately completes an improvement project is irrelevant so long as the contract for purchase of materials leaves the responsibility of performing the work solely on the owner. For all of these reasons, the Court should dismiss Arrowhead's CSPA claim as a matter of law.

II. Defendants are Entitled to Attorney Fees and Expenses Pursuant to the CSPA.

The CSPA mandates that the "substantially prevailing party" of a CSPA proceeding is entitled to an award for reasonable attorney fees and expenses:

> AWARD OF ATTORNEY FEE AND EXPENSES.-- Notwithstanding any agreement to the contrary, the substantially prevailing party in any proceeding to recover any payment under this act shall be awarded a reasonable attorney fee in an amount to be determined by the court or arbitrator, together with expenses.

73 Pa. Cons. Stat. § 512(b). Defendants are eligible for an award under this section. See Zavatchen v. RHF Holdings, Inc., 907 A.2d 607, 610 (Pa. Super. Ct. 2006) (holding that "the language of section 512(b) encompasses both plaintiffs and defendants, by designating the word 'party' instead of 'plaintiff' or 'claimant'"). The determination of whether any party to the action is the "substantially prevailing party" is left to the court's discretion. Waller Corp. v. Warren Plaza, Inc., 95 A.3d 313, 316 (Pa. Super. Ct. 2014) (citing Bridges PBT v. Chatta, 821 A.2d 590 (Pa. Super. Ct. 2003)). A defendant can demonstrate that it is the "substantially prevailing party" by having a judgment entered in its favor or by showing that the plaintiff's claim was groundless or frivolous. Zavatchen, 907 A.2d at 611. Once a defendant is found to be the "substantially prevailing party," the mandatory language of § 512 compels an award in its favor. John B. Conomos, Inc. v. Sun Co., Inc. (R & M), 831 A.2d 696, 711 (Pa. Super. Ct. 2003).

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If the Court grants Defendants' Motion for Partial Summary Judgment and forecloses Arrowhead's attempt to recover payments through the CSPA, then this Court should also find that Defendants are the "substantially prevailing part[ies]" in this proceeding. See Moravian Assocs., L.P. v. Henderson Corp., Civ. No. 06-2165, 2008 WL 3562468, at *14 (E.D. Pa. Aug. 12, 2008) (holding that the grant of judgment in the defendant's favor as to all three of the plaintiff's claims warranted the finding that the defendant was the "substantially prevailing party"). As Defendants have demonstrated, the CSPA is not implicated by a pure sales contract as a matter of law. Therefore, this attempt to recover pursuant to the CSPA is groundless and without merit. See Evergreen Cmty. Power LLC v. Riggs Distler & Co., Inc., Civ. No. 10-728, 2012 WL 1657742, at *4-5 (E.D. Pa. May 11, 2012) (requiring defendant to prove that the claim under the CSPA was groundless or frivolous for an award of attorney fees). An award of attorney fees and expenses should thus be granted in accordance with § 512 of the CSPA. This Court should enter partial summary judgment in favor of Defendants as to liability for fees incurred in defending the claim, with the amount to be determined at trial.

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CONCLUSION

The Court should grant partial summary judgment in Defendants' favor dismissing Arrowhead's CSPA claim. Arrowhead's simple contract for the sale of equipment did not trigger application of the CSPA. Because Defendants have demonstrated that they are the substantially prevailing party, the Court should also enter partial summary judgment in Defendants' favor as to liability for attorney fees and expenses.

Respectfully submitted,

Dated: September 26, 2014

Gregory H. Teufel, Esq.
Jeremy L.S. Samek, Esq.
Christopher E. Mohney, Esq.
Attorneys for Defendants, Giuseppe's Finer Foods, Inc., ICP Global Holdings, Inc., ICP Asset Management, Inc., and Dennis V. Raybuck

EXHIBIT 1

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Plaintiff's Brief in Support of Motion for Partial Summary Judgment was served upon the following by deposit in the United States mail, first class postage prepaid, this 26 day of September, 2014.

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CERTIFICATE OF COMPLIANCE

I hereby certify that a copy of the foregoing Defendants' Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine complies with the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that requires filing confidential information and documents differently than non-confidential information and documents.

April 30, 2018

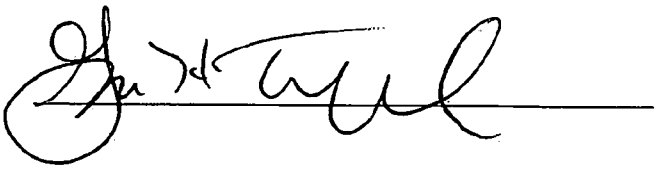
Gregory H. Teufel, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Trial Brief and Motion for Reconsideration of Order Granting Motion in Limine has been served upon the following counsel of record by first class U.S. mail this 23rd day of April, 2018.

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INVOICE

Invoice No.: **12941**
Date: **08/29/2005**
Order No.: **CO007336**
Page No.: **1**
F.O.B.: **SHIPPING POINT**
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GIUSEPPE'S FINER FOODS PO BOX 687 2592 OKLAHOMA SALEM RD DUBOIS, PA 15801 USA	GIUSEPPE'S FINER FOODS 2592 OKLAHOMA SALEM RD PO BOX 687 DUBOIS, PA 15801 USA

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889		BEST WAY	08/26/2005	09/18/2005

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1.00	1.00	0.00	B/L BL.3212621-5F CHROBINSON 27781496 SHIPMENT OF PO 00140 TO DUBOIS PA - BUSSE/SJI JOB 3212	1,878.43	$1,878.43

**** ORDER SPECIFICATIONS ****

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www.arrowheadconveyor.com

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Invoice No.: **12941**
Date: **08/29/2005**
Order No.: **CO007336**
Page No.: **2**
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Giuseppe's Finer Foods
2592 Oklahoma Salem Road
Dubois, PA 15801

Ref: PO# 00140

SUB TOTAL:	**$11,134.01**
TOTAL AMOUNT DUE:	**$11,134.01**

OK to pay
SO
01/26/05

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**** ORDER SPECIFICATIONS ****

Ship To:

Giuseppe's Finer Foods
2592 Oklahoma Salem Road
Dubois, PA 15801

Ref: PO# 00140

Hold til Start Up

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COMPANY Asset Mgmt
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CHECK #

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Ship To:
GIUSEPPE'S FINER FOODS
2592 OKLAHOMA SALEM ROAD
PO BOX 687
DUBOIS, PA 15801
USA

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	FREIGHT TERMS
1931000	00140	5/20/25/35/15 (see COF for more info)	Freight: Collect
SALES REP ID		**SHIPPING METHOD**	**SHIP DATE**	**INVOICE DUE DATE**
889		BEST WAY		02/05/2005 3/15

QUANTITY ORD	QUANTITY SHP	QUANTITY BCK	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		1.00	Progress Billing This invoice is for the 20% due at drawing approval or 45 days from down payment. Thank you.	(0.00)	$166,200.00

**** ORDER SPECIFICATIONS ****

Ship To:

Giuseppe's Finer Foods
2592 Oklahoma Salem Road
Dubois, PA 15801

Ref: PO# 00140

SUB TOTAL: **$166,200.00**

TOTAL AMOUNT DUE: **$166,200.00**

FCFC
COMPANY Asset Mgmt
DEPT
ACCOUNT 1610-05
DATE 03/31/05 PAID MAR 28 2005
CHECK # PAID APR 04 2005
1064

YOU HAVE QUESTIONS ON HOW THIS INVOICE WAS CALCULATED, OR QUESTIONS ABOUT ANY OF OUR OTHER PRODUCTS, PLEASE CONTACT OUR SALES OFFICE. SHIP DATE IS FOR REFERENCE ONLY, PLEASE CONTACT OUR SALES OFFICE FOR EXACT SHIP DATE.

PLEASE REFENCE THIS INVOICE NUMBER ON YOUR CHECK AND REMIT TO: **Arrowhead Conveyor Corporation**
PO Box 88581
Milwaukee WI 53288-0581

www.arrowheadconveyor.com

DX18

FCB001234

Arrowhead Conveyor Corporation
3255 Medalist Dr
PO Box 2408
Oshkosh WI 54903-2408
Phone 920-235-5562
Fax 920-235-3638

INVOICE

Invoice No.: **12537**
Date: **06/13/2005**
Order No.: **CO007336**
Page No.: **1**
F.O.B.: **SHIPPING POINT**
Terr: **NORTHEAST**

Sold To	Ship To
GIUSEPPE'S FINER FOODS 2592 OKLAHOMA SALEM RD PO BOX 687 DUBOIS, PA 15801 USA	GIUSEPPE'S FINER FOODS 2592 OKLAHOMA SALEM ROAD PO BOX 687 DUBOIS, PA 15801 USA

#160-05

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	FREIGHT TERMS
1931000	00140	NET 10	Freight: Billed
SALES REP ID	**SHIPPING METHOD**	**SHIP DATE**	**INVOICE DUE DATE**
889	BEST WAY		06/23/2005

QUANTITY ORD	QUANTITY SHP	QUANTITY BCK	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
.00		1.00	Progress Billing THIS INVOICE IS FOR THE 35% DUE PRIOR TO SHIPMENT. THANK YOU.	(0.00)	$307,860.00

****ORDER SPECIFICATIONS****

Ship To:

(eppe's Finer Foods
2592 Oklahoma Salem Road
Dubois, PA 15801

Ref: PO# 00140

SUB TOTAL: **$307,860.00**

TOTAL AMOUNT DUE: **$307,860.00**

6/27/05

U HAVE QUESTIONS ON HOW THIS INVOICE WAS CALCULATED, OR QUESTIONS ABOUT ANY OF OUR OTHER PRODUCTS,
S NTACT OUR SALES OFFICE. SHIP DATE IS FOR REFERENCE ONLY, PLEASE CONTACT OUR SALES OFFICE FOR EXACT SHIP DATE.

SE REFERENCE THIS INVOICE NUMBER ON YOUR CHECK AND REMIT TO: **Arrowhead Conveyor Corporation**
PO Box 88581
Milwaukee WI 53288-0581

www.arrowheadconveyor.com

DX18

FCB001235

Arrowhead Conveyor Corporation
3255 Medalist Dr
PO Box 2408
Oshkosh WI 54903-2408
Phone 920-235-5562
Fax 920-235-3638

INVOICE

Invoice No.: **12536**
Date: **06/13/2005**
Order No.: **CO007336**
Page No.: **1**
F.O.B.: **SHIPPING POINT**
Terr: **NORTHEAST**

Sold To	Ship To
GIUSEPPE'S FINER FOODS 2592 OKLAHOMA SALEM RD PO BOX 687 DUBOIS, PA 15801 USA #1610-05	GIUSEPPE'S FINER FOODS 2592 OKLAHOMA SALEM ROAD PO BOX 687 DUBOIS, PA 15801 USA

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	FREIGHT TERMS
1931000	00140	NET 10	Freight: Billed
SALES REP ID	**SHIPPING METHOD**	**SHIP DATE**	**INVOICE DUE DATE**
889	BEST WAY		06/23/2005

QUANTITY RD	QUANTITY SHP	QUANTITY BCK	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
00	1.00		Progress Billing THIS INVOICE IS FOR THE 25% DUE AFTER THE CUSTOMER INSPECTION AT BUSSE AND BEFORE SHIPMENT. THANK YOU.	(0.00)	$232,050.00

Please Sign

**** ORDER SPECIFICATIONS ****

Ship To:

Giuseppe's Finer Foods
2592 Oklahoma Salem Road
Dubois, PA 15801

Ref: PO# 00140

SUB TOTAL:	~~$232,050.00~~
TOTAL AMOUNT DUE:	**$232,050.00**

6/24/05

HAVE QUESTIONS ON HOW THIS INVOICE WAS CALCULATED, OR QUESTIONS ABOUT ANY OF OUR OTHER PRODUCTS, CONTACT OUR SALES OFFICE. SHIP DATE IS FOR REFERENCE ONLY, PLEASE CONTACT OUR SALES OFFICE FOR EXACT SHIP DATE.

REFERENCE THIS INVOICE NUMBER ON YOUR CHECK AND REMIT TO: **Arrowhead Conveyor Corporation**
PO Box 88581
Milwaukee WI 53288-0581

www.arrowheadconveyor.com

DX18

FCB001236

PRODUCTION SCHEDULE RECAP - 1-12-09 thru 1-31-09

UPDATED 1-21-09

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
		BEVERAGE WEEK - ISSUES						
12-Jan	Mon.		1. LABELS FOR DEFY WATERS					
			2. LABELS FOR BARREL JUICE					
			3. REV D INGREDIENTS / FORMULAS / MATERIALS					
			4. BIG HUG ORDER					
13-Jan	TUES.	DEFY WATERS	GOJI PLUM	25357-1			12,355#	10,000 BOTTLES 697
			POM. LEMON	25356-1			12,355#	10,000 BOTTLES 690
			GREEN TEA PEAR	25355-1			12,355#	10,000 BOTTLES 672
14-Jan	Wed.	DEFY WATERS						FINISH
15-Jan	Thur.	BIG HUG	KICK - KOSHER			29,625#		1,000 CASES 942
		BIG HUG	THIN - KOSHER			29,625#		1,000 CASES 1064
16-Jan	FRI	BIG HUG	HOT - NON-KOSHER			29,625#		1,000 CASES 983
		BIG HUG	CHILL - NON-KOSHER			14,815#		500 CASES 468
17-Jan	Sat.							
19-Jan	Mon.							
21-Jan	Wed.	ALDI	SALAD MATE	34015-2	32 OZ.	6	2400#	550 Cs. 575
		ALDI	Lite	32004-4	32 OZ.	8	2400#	740 cs.
		ALDI	Real	30003-4	32 OZ.	2	2400#	180 cs. 914
22-Jan	Thur.							
23-Jan	Fri.	ALDI	SALAD MATE	34015-2	32 OZ.	22	2400#	2,000 Cs. 2006
		ALDI	Real	30003-4	32 OZ.	14	2400#	1300 cs. 1834
24-Jan	Sat.							
		SCHEDULE KOSHERIZATION IF NEEDED - JIM JAWORSKI						
26-Jan	Mon.	DUNKIN DONUTS	MOCHA (2) PA001	06001-2	64 oz.	18	5,265#	3,000 CS.
			Krispy Kreme Chocolate (1) PA001	06006-1	64 oz.	7	5,150#	1,500 cs.
27-Jan	Tue.	DUNKIN DONUTS	CARAMEL (2) PA001	06050-5	64 oz.	31	6,000#	8,000 CS.
28-Jan	Wed.	TIM HORTON	VANILLA BEAN (1) PA001	06060-1	64 oz.	12	5150#	2,500 CS.
		TIM HORTON	CHOCOLATE (1) PA003	06005-1	64 oz.	2	5150#	300 CASES
29-Jan	Thur.	Barrel Juice	2 Flavors - 16 oz. Long Neck		16 oz. LN			15,000 bottles of each (30,000)
30-Jan	Fri.							
31-Jan	Sat.							
		Note: Krispy Kreme possibly Mid-February						
PENDING		REV'D - HYDRO ONE	16.9 oz. Dome Bottle		16.9 oz. Dome			6,000 cs. - 3 Items

PRODUCTION SCHEDULE RECAP - 2-02-09 thru 2-28-09 FEBRUARY

UPDATED 1-26-09

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
2-Feb	Mon.							
3-Feb	TUES.							
4-Feb	Wed.							
5-Feb	Thur.							
6-Feb	FRI							
7-Feb	Sat.							
9-Feb	Mon.							
10-Feb	Tues.							
11-Feb	Wed.							
12-Feb	Thur.							
13-Feb	Fri.							
14-Feb	Sat.							
16-Feb	Mon.	DUNKIN DONTUS	MOCHA	06001-2				3,000 cases
		T. Horton	Chocolate	06005-2				1,200 cases - New Formula
17-Feb	Tue.	DUNKIN DONTUS	CARAMEL	06050-6				6,000 CASE
18-Feb	Wed.	T. HORTON	VANILLA BASE	06060-1				30,000 CASES
19-Feb	Thur.	T. HORTON	VANILLA BASE	06060-1				CONTINUE
20-Feb	Fri.	T. HORTON	VANILLA BASE	06060-1				CONTINUE
21-Feb	Sat.							
23-Feb	Mon.	T. HORTON	VANILLA BASE	06060-1				CONTINUE
24-Feb	Tue.							
25-Feb	Wed.							
26-Feb	Thur.							
27-Feb	Fri.							
28-Feb	Sat.							
PENDING								

DX31

Valuation Report

by: Location Key / Item Key

Item Key	Description	Type	Class	On-Hand Qty	UOM	:< STANDARD >>	Extended

Report Totals:

Item/Locs Listed :		61
On-Hand Totals :		
Quantity :		588,938.8838
Extended	:	26,072.8120
Oversold Totals :		
Quantity :		0.0000
Extended	:	0.0000
Net Totals :		
Quantity :		588,938.8838
Extended	:	26,072.8120

DX31

* = Accrued Receipt

PRODUCTION SCHEDULE RECAP - 3-02-09 thru 3-28-09 MARCH

UPDATED: 1-26-09

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
2-Mar	Mon.	T. HORTON	VANILLA BASE	06060-1				40,000 CS.
3-Mar	TUES.	T. HORTON	VANILLA BASE	06060-1				
4-Mar	Wed.	T. HORTON	VANILLA BASE	06060-1				
5-Mar	Thur.	T. HORTON	VANILLA BASE	06060-1				
6-Mar	FRI	T. HORTON	VANILLA BASE	06060-1				
7-Mar	Sat.							
9-Mar	Mon.	DUNKIN DONUTS	MOCHA					3,000 CS.
		T. HORTON	CHOCOLATE					1,200 CS.
10-Mar	Tues.	DUNKIN DONUTS	CARAMEL					6,000 CS.
11-Mar	Wed.							
12-Mar	Thur.							
13-Mar	Fri.							
14-Mar	Sat.							
16-Mar	Mon.	T. HORTON	VANILLA BASE	06060-1				40,000 CS.
17-Mar	Tue.	T. HORTON	VANILLA BASE	06060-1				
18-Mar	Wed.	T. HORTON	VANILLA BASE	06060-1				
19-Mar	Thur.	T. HORTON	VANILLA BASE	06060-1				
20-Mar	Fri.	T. HORTON	VANILLA BASE	06060-1				
21-Mar	Sat.							
23-Mar	Mon.	DUNKIN DONUTS	MOCHA					3,000 CS.
24-Mar	Tue.	DUNKIN DONUTS	CARAMEL					7,000 CS.
25-Mar	Wed.							
26-Mar	Thur.							
27-Mar	Fri.							
28-Mar	Sat.							
PENDING		DD PRODUCTIONS = W/O 3/30, 4/20, 5/11						

PRODUCTION SCHEDULE RECAP - 1-12-09 thru 1-31-09

UPDATED: 1-16-09

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
		BEVERAGE WEEK - ISSUES						
12-Jan	Mon.		1. LABELS FOR DEFY WATERS					
			2. LABELS FOR BARREL JUICE					
			3. REV D INGREDIENTS / FORMULAS / MATERIALS					
			4. BIG HUG ORDER					
13-Jan	TUES.	DEFY WATERS	GOJI PLUM	25357-1			12,355#	10,000 BOTTLES
			POM. LEMON	25356-1			12,355#	10,000 BOTTLES
			GREEN TEA PEAR	25355-1			12,355#	10,000 BOTTLES
14-Jan	Wed.	DEFY WATERS						FINISH
15-Jan	Thur.	BIG HUG	KICK - KOSHER			29,625#		1,000 CASES
		BIG HUG	THIN - KOSHER			29,625#		1,000 CASES
16-Jan	FRI	BIG HUG	HOT - NON-KOSHER			29,625#		1,000 CASES
		BIG HUG	CHILL - NON-KOSHER			14,815#		500 CASES
17-Jan	Sat.							
		(no production) on Monday						
19-Jan	Mon.	ALDI	SALAD MATE	34015-2	32 OZ.	24	2400#	2,100 Cs.
		ALDI	Lite	32004-4	32 OZ.	8	2400#	740 cs.
		ALDI	Real	30003-4	32 OZ.	24	2400#	2220 cs.
21-Jan	Wed.	Keefe	18 oz. Invert Mayonnaise	30003-4	18 OZ.	36	2400#	2 TRUCKS = 5,712 CASES
22-Jan	Thur.	Keefe	18 oz. Invert Mayonnaise					FINISH
23-Jan	Fri.	Keefe	18 oz. Invert Mayonnaise					FINISH
24-Jan	Sat.							
		SCHEDULE KOSHERIZATION IF NEEDED - JIM JAWORSKI						
26-Jan	Mon.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	18	5,265#	4,000 CS.
			Krispy Kreme Chocolate	06006-1	64 oz.	7	5,150#	1,500 cs.
27-Jan	Tue.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	31	6,000#	8,000 CS.
28-Jan	Wed.	TIM HORTON	VANILLA BEAN	06060-1	64 oz.	12	5150#	2,500 CS.
		TIM HORTON	CHOCOLATE	06005-1	64 oz.	2	5150#	300 CASES
29-Jan	Thur.	Barrel Juice	2 Flavors - 16 oz. Long Neck		16 oz. LN			15,000 bottles of each (30,000)
30-Jan	Fri.							
31-Jan	Sat.							
		Note: Krispy Kreme possibly Mid-February						
PENDING		REV D - HYDRO ONE	16.9 oz. Dome Bottle		16.9 oz. Dome			6,000 cs. - 3 items

Valuation Report

by: Location Key / Item Key

Item Key	Description	Type	Class	On-Hand Qty	UOM	:< STANDARD >>	Extended

Parameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		[First]
Item Type	:	[All]	: End Key	:	[Last]
Sub Type: Begin	:	[First]	Location : Begin Key:		00014
End :		[Last]	: End Key	:	00014
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	1/16/2009
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

DX31

* = Accrued Receipt

PRODUCTION SCHEDULE RECAP - 12-22-08 thru 1-10-09

UPDATED: 12-31-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
22-Dec	Mon.	NO PRODUCTION						
23-Dec	TUES.	KEEFE KITCHENS	INVERT MAYO	30003-4	18 OZ.	15	2400#	2,856 cs.-490 OH = 2,366 cs.
24-Dec	Wed.		CLOSED					
25-Dec	Thur.		CLOSED					
26-Dec	FRI		CLOSED					
29-Dec	Mon.	KEEFE KITCHENS	INVERT MAYO	30003-4	18 OZ.			FINISH
30-Dec	Tue.							
31-Dec	Wed.							
1-Jan	Thur.		CLOSED					
2-Jan	Fri.		CLOSED					
		SET UP FOR DUNKIN DONUTS PRODUCTION						
5-Jan	Mon.	LABEL TEST FOR DEFY WATERS						
		PREPARE WOODEN BINS FOR SHIPMENT						
6-Jan	Tue.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	18	5,265#	4,000 CS. 4175 cs.
			CARAMEL			3		685 cs.
7-Jan	Wed.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	[illegible]	6,000#	8,000 CS. [illegible]
						28		+
8-Jan	Thur.	ALDI	SALAD MATE	34015-2		34	2400#	3,100 CS.. (81,600 LBS.)
9-Jan	Fri.	ALDI	H-Type Light	32004-4	32 oz.	8	2400#	750 cs. (19,200 LBS.)
		ALDI	Real Mayonnaise	30003-4	32 oz,	24	2400#	2,250 cs. (57,600 LBS.)
10-Jan	Sat.							
NOTE: NEXT MONT BLANC RUN - TENTATIVE 1-26-09: 6,000 CS. MOCHA / 15,000 CS. CARAMEL								
		POSSIBLE TIM HORTON RUN - NEW ITEM						

25 pallet per Batch

1.5 pallet per Batch

DX31

PRODUCTION SCHEDULE RECAP - 1-12-09 thru 1-31-09

UPDATED: 1-08-09

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
		BEVERAGE WEEK - ISSUES						
12-Jan	Mon.	off	1. LABELS FOR DEFY WATERS					
			2. LABELS FOR BARREL JUICE					
			3. REV D INGREDIENTS / FORMULAS / MATERIALS					
			4. BIG HUG ORDER					
13-Jan	TUES.	DEFY WATERS	GOJI PLUM	25357-1		2	12,355#	10,000 BOTTLES 8 pet 672cs
			POM. LEMON	25356-1		2	12,355#	10,000 BOTTLES 8 pet 690cs
			GREEN TEA PEAR	25355-1		2	12,356#	10,000 BOTTLES 8 pet
14-Jan	Wed.	DEFY WATERS	Goji Plum					FINISH 697cs
15-Jan	Thur.	BIG HUG	KICK - KOSHER		3	29,625#		1,000 CASES 12.5 942cs
		BIG HUG	THIN - KOSHER		3	29,625#		1,000 CASES 880cs
16-Jan	FRI	BIG HUG	HOT - NON-KOSHER		3	29,625#		1,000 CASES
		BIG HUG	CHILL - NON-KOSHER		2	14,815#		500 CASES
17-Jan	Sat.							
19-Jan	Mon.	ALDI	SALAD MATE	34015-2	32 OZ.	24	2400#	2,100 Cs.
		ALDI	Lite	32004-4	32 OZ.	8	2400#	740 cs.
		ALDI	Real	30003-4	32 OZ.	24	2400#	2220 cs.
21-Jan	Wed.	Keefe	18 oz. Invert Mayonnaise	30003-4	18 OZ.	36	2400#	2 TRUCKS = 5,712 CASES
22-Jan	Thur.	Keefe	18 oz. Invert Mayonnaise					FINISH
23-Jan	Fri.	Keefe	18 oz. Invert Mayonnaise					FINISH
24-Jan	Sat.							
		SCHEDULE KOSHERIZATION IF NEEDED - JIM JAWORSKI						
26-Jan	Mon.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	18	5,265#	4,000 CS. 12,000 Lbs 240 sheets
27-Jan	Tue.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	31	6,000#	8,000 CS.
28-Jan	Wed.	TIM HORTON	VANILLA BEAN	06060-1	64 oz.	12	5150#	2,500 CS.
		TIM HORTON	CHOCOLATE					????
29-Jan	Thur.	Barrel Juice	2 Flavors - 16 oz. Long Neck		16 oz. LN			15,000 bottles of each (30,000)
30-Jan	Fri.							
31-Jan	Sat.							
		Note: Krispy Kreme possibly Mid-February						
PENDING		REV D - HYDRO ONE	16.9 oz. Dome Bottle		16.9 oz. Dome			6,000 cs. - 3 items

Valuation Report

by: Location Key / Item Key

Item Key	Description	Type	Class	On-Hand Qty	UOM	:< STANDARD >>	Extended

Parameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		[First]
Item Type	:	[All]	: End Key	:	[Last]
Sub Type: Begin	:	[First]	Location : Begin Key:		00014
End :		[Last]	: End Key	:	00014
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	1/9/2009
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

DX31

* = Accrued Receipt

PRODUCTION SCHEDULE RECAP - 1-12-09 thru 1-31-09

UPDATED 12-23-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
		BEVERAGE WEEK						
12-Jan	Mon.	REV D - HYDRO ONE	16.9 oz. Dome Bottle		16.9 oz. Dome			6,000 cs.
13-Jan	TUES.	Barrel Juice	2 Flavors - 16 oz. Long Neck		16 oz. LN			15,000 bottles of each (30,000)
14-Jan	Wed.							
15-Jan	Thur.							
16-Jan	FRI							
17-Jan	Sat.							
19-Jan	Mon.	ALDI						
20-Jan	Tue.	ALDI						
21-Jan	Wed.	Keefe	18 oz. Invert Mayonnaise					
22-Jan	Thur.							
23-Jan	Fri.							
24-Jan	Sat.							
26-Jan	Mon.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	28	5,265#	6,000 CS.
27-Jan	Tue.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	58	6,000#	15,000 CS.
28-Jan	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
29-Jan	Thur.	POSSIBLE TIM HORTON RUN - NEW ITEM						
30-Jan	Fri.							
31-Jan	Sat.							
		BIG HUG - NEXT PRODUCTION RUN - FEBRUARY - Tentative Date						

PRODUCTION SCHEDULE RECAP - 12-22-08 thru 1-10-09

UPDATED: 12-23-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
22-Dec	Mon.	NO PRODUCTION						
23-Dec	TUES.	KEEFE KITCHENS	INVERT MAYO	30003-4	18 OZ.	15	2400#	2,856 cs.-490 OH = 2,366 cs.
								1317 CS
24-Dec	Wed.		CLOSED					
25-Dec	Thur.		CLOSED					
26-Dec	FRI		CLOSED					
29-Dec	Mon.	Keefe.	INVERT MAYO					
30-Dec	Tue.	ALDI	SALAD MATE - K-TYPE	34015-2		17	2400#	1,600 CS. (40,800 LBS.)
31-Dec	Wed.							
1-Jan	Thur.		CLOSED					
2-Jan	Fri.		CLOSED					
5-Jan	Mon.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	18	5,265#	4,000 CS.
6-Jan	Tue.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	31	6,000#	8,000 CS.
7-Jan	Wed.							
8-Jan	Thur.							
9-Jan	Fri.	DEFY WATERS	GOJI PLUM	25357-1			12,355#	10,000 BOTTLES
			POM. LEMON	25356-1			12,355#	10,000 BOTTLES
			GREEN TEA PEAR	25355-1			12,355#	10,000 BOTTLES
10-Jan	Sat.							

NOTE: NEXT MONT BLANC RUN - TENTATIVE 1-26-09: 6,000 CS. MOCHA / 15,000 CS. CARAMEL

POSSIBLE TIM HORTON RUN - NEW ITEM

Ord 8 batches

PRODUCTION SCHEDULE RECAP - 12-22-08 thru 1-10-09

UPDATED 12-11-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
22-Dec	Mon.	NO PRODUCTION						
23-Dec	TUES.	KEEFE KITCHENS	INVERT MAYO	30003-4	18 OZ.	15	2400#	2,856 cs.-490 OH = 2,366 cs. 1317 CASES
24-Dec	Wed.		CLOSED					
25-Dec	Thur.		CLOSED					
26-Dec	FRI		CLOSED					
29-Dec	Mon.	Keefe	INVERT MAYO					
30-Dec	Tue.	ALDI	SALAD MATE - K-TYPE	34015-2		30	2400#	4,800 CS. (120,000 LBS.)
31-Dec	Wed.							
1-Jan	Thur.		CLOSED					
2-Jan	Fri.		CLOSED					
5-Jan	Mon.	DUNKIN DONUTS	MOCHA	06001-2	64 oz.	28	5,265#	6,000 CS.
6-Jan	Tue.	DUNKIN DONUTS	CARAMEL	06050-5	64 oz.	58	6,000#	15,000 CS.
7-Jan	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
8-Jan	Thur.	Possible Tim Horton Run						
9-Jan	Fri.							
10-Jan	Sat.					131		

NOTE: NEXT MONT BLANC RUN - TENTATIVE 1-26-09: 6,000 CS. MOCHA / 15,000 CS. CARAMEL

POSSIBLE TIM HORTON RUN - NEW ITEM

PRODUCTION SCHEDULE RECAP - 12-01-08 thru 12-20-08

UPDATED: 12-12-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
1-Dec	Mon.		NO PRODUCTION - DEER SEASON					
2-Dec	TUES.		No Production					
3-Dec	Wed.	DUNKIN DONUTS	MOCHA			18	5265	4000 cs.
		DUNKIN DONUTS	CARAMEL			31	6000	8,000 cs.
4-Dec	Thur.	DUNKIN DONUTS	CARAMEL					FINISH
5-Dec	FRI	Aldi	Light Mayo			16	2400#	
		PIONEER CANYON	Caesar Dressing	42001-3	gal. jar			100 cases
6-Dec	Sat.							
8-Dec	Mon.		Install Tap Tone					
9-Dec	Tue.		Install Tap Tone					
10-Dec	Wed.	ALDI	Real Mayo			8	2400#	
		ALDI	Salad Mate - K-Type			20	2400#	
		BIG HUG KICK - FINSIH INSPECTION AND STICKERING						
11-Dec	Thur.							
12-Dec	Fri.	CASA SERRANO	HOT SALSA					300 cs.
		CASA SERRANO	TRIPLE HOT SALSA - ROJO					150 cs.
		FINISH CAESAR DRESSING - CODE / CASE PACKING						100 CS.
13-Dec	Sat.							
15-Dec	Mon.	TIM HORTON	CHOCOLATE - MB7671	06005-1		4	5150	800 CS. 842 cs
		KRISPY KREME	DOUBLE CHOCOLATE	06010-2		7	5,150#	1500 CS. 435 cs
16-Dec	Tue.	DUNKIN DONUTS	CARAMEL	06050-5		16	6000	4,000 cs. 3918
			Caramel Test Run - ???					236 TEST RUN
		KK	Double Chocolate					1067
17-Dec	Wed	ALDI	REAL MAYO	30003-4		30	2400#	
		MIX WITH LITE THAT IS ALREADY PRODUCED						
18-Dec	Thur.	ALDI	LITE MAYO	32004-4		3	2400#	576 MIXED
		ALDI	REAL MAYO	30003-4		13	2400#	TOTAL = 5,300 CS.
		ALDI	SALAD MATE			10	2400#	TOTAL = 930 CS.
19-Dec	Fri.	NO PRODUCTION						
20-Dec	Sat.							
NOT SCHEDULED YET:								

DX31

PRODUCTION SCHEDULE RECAP - 12-01-08 thru 12-20-08

UPDATED: 12-01-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
1-Dec	Mon.		NO PRODUCTION - DEER SEASON					
2-Dec	TUES.		No Production					
3-Dec	Wed.	DUNKIN DONUTS	MOCHA			18	5265	4000 cs. 4178
		DUNKIN DONUTS	CARAMEL			31	6000	8,000 cs. 1526
4-Dec	Thur.	DUNKIN DONUTS	CARAMEL					FINISH 6678
			Caramel Test Run - ???					
5-Dec	FRI	Aldi	Light Mayo			16	2400#	501 mixed
		PIONEER CANYON	Caesar Dressing (*)	42001-3	gal. jar			100 cases
6-Dec	Sat.							
8-Dec	Mon.		Install Tap Tone					
9-Dec	Tue.		Install Tap Tone					
10-Dec	Wed.	ALDI	Real Mayo			7 ~~8~~	2400#	757 mixed
		ALDI	Salad Mate - K-Type			9 ~~20~~	2400#	812 ~~850~~ cs. ??
		BIG HUG KICK - FINSIH INSPECTION AND STICKERING						
11-Dec	Thur.							
12-Dec	Fri.	CASA SERRANO	HOT SALSA			2		300 cs. 397
		CASA SERRANO	TRIPLE HOT SALSA - ROJO			1		150 cs. 146
		(*) FINISH CAESAR DRESSING - CODE / CASE PACKING						100 CS. 128
13-Dec	Sat.							
15-Dec	Mon.	TIM HORTON	CHOCOLATE - MB7671	06005-1		4	5150	800 CS.
		KRISPY KREME	DOUBLE CHOCOLATE	06010-2		7	5,150#	1500 CS.
16-Dec	Tue.	DUNKIN DONUTS	CARAMEL	06050-5		16	6000	4,000 cs.
17-Dec	Wed.	ALDI	~~LITE MAYO~~	32004-4		~~10~~	2400#	~~1,000 CS. (45,000 LBS.)~~
		ALDI	REAL MAYO	30003-4	32	58	2400#	5,400 CS. (139,200 LBS.)
		ALDI	~~SALAD MATE - K-TYPE~~	34015-2		~~50~~	2400#	~~1,800 CS. (120,000 LBS.)~~
18-Dec	Thur.	ALDI	Lite			(8)		750 CS.
			REAL			20		
19-Dec	Fri.	ALDI	S-mate					
20-Dec	Sat.							
NOT SCHEDULED YET:								

DX31

PRODUCTION SCHEDULE RECAP - 12-01-08 thru 12-20-08

UPDATED: 11-07-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
1-Dec	Mon.		NO PRODUCTION - DEER SEASON					
2-Dec	TUES.	DUNKIN DONUTS	MOCHA					8,000 CS.
3-Dec	Wed.	DUNKIN DONUTS	CARAMEL					16,000 cs.
4-Dec	Thur.	DUNKIN DONUTS	CARAMEL					FINISH
5-Dec	FRI	DUNKIN DONUTS	CARAMEL					FINISH
6-Dec	Sat.							
			BEVERAGE WEEK					
8-Dec	Mon.	BIG HUG	THIN					2,000 CS.
9-Dec	Tue.	BIG HUG	HOT					2,500 CS.
10-Dec	Wed.	ALDI						
11-Dec	Thur.	ALDI						
12-Dec	Fri.							
13-Dec	Sat.							
15-Dec	Mon.	ALDI						
16-Dec	Tue.							
17-Dec	Wed.							
18-Dec	Thur.							
19-Dec	Fri.							
20-Dec	Sat.							
NOT SCHEDULED YET:								

PRODUCTION SCHEDULE RECAP - 11-10-08 thru 11-29-2008

UPDATED: 10-27-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
10-Nov	Mon.	DUNKIN DONUTS	MOCHA			23	5265# ~~2,000 CS.~~ 5,000 cs.	
11-Nov	TUES.	DUNKIN DONUTS	CARAMEL			47	6000 # ~~46,000 CS.~~ 12,000 cs	
12-Nov	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
13-Nov	Thur.	Aldi's - Burman's	Light Mayonnaise	32004-4	32 oz.	13	2,400 #	1,200 cs.
		Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.	35	2,400 #	3,200 cs.
14-Nov	FRI							
15-Nov	Sat.							
			BEVERAGE WEEK					
17-Nov	Mon.	Aldi's - Salad Mate	Whipped Dressing	34015-2	32 oz.	35	2,400 #	3200 CS.
18-Nov	Tue.	ALDI'S						FINISH
19-Nov	Wed.	ALDI'S						FINISH
20-Nov	Thur.							
21-Nov	Fri.							
22-Nov	Sat.							
24-Nov	Mon.							
25-Nov	Tue.							
26-Nov	Wed.							
27-Nov	Thur.		THANKSGIVING DAY - CLOSED					
28-Nov	Fri.							
29-Nov	Sat.							
NOT SCHEDULED YET:								

PRODUCTION SCHEDULE REC[illegible] - 10-20-2008 thru 11-08-2008

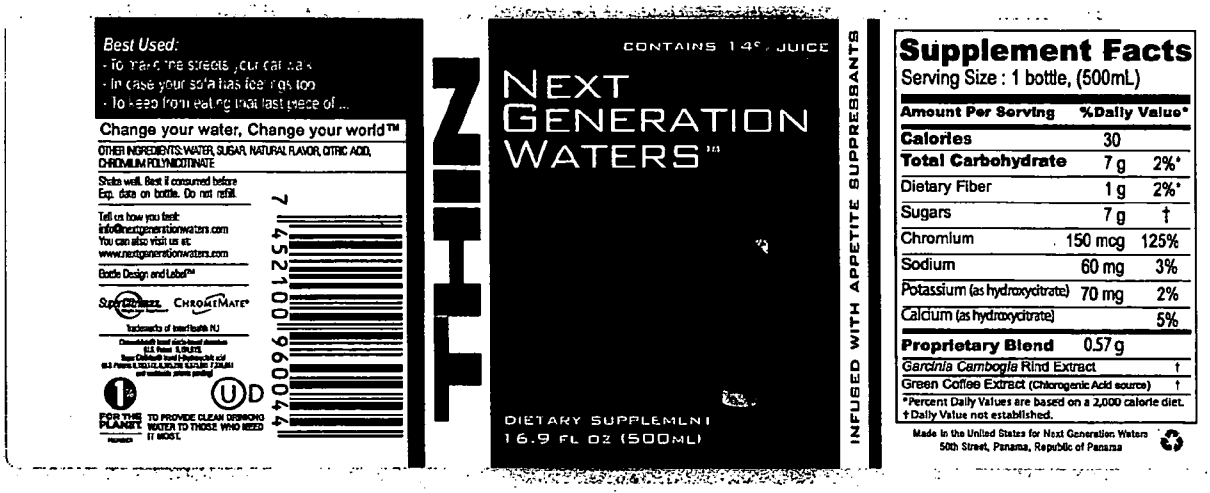
UPDATED: 10-31-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
20-Oct	Mon.	Dunkin Donuts	MOCHA					8,000 CS.
21-Oct	TUES.	KRISPY KREME	LATTE	06040-1	64 oz.			1,600 CASES
		KRISPY KREME	DOUBLE CHOC. W/COFFEE	06011-1	64 oz.			1,600 CASES
		Dunkin Donuts	CARAMEL					12,000 CS.
22-Oct	Wed.	Dunkin Donuts	CARAMEL					12,000 CS.
23-Oct	Thur.	Dunkin Donuts	MOCHA					8,000 CS. - FINISH
		Dunkin Donuts	CARAMEL					FINISH
24-Oct	FRI							
25-Oct	Sat.							
27-Oct	Mon.	BIG HUG	KICK WATER					1,500 CS.
		BIG HUG	THIN WATER					1,500 CS.
		Note: Has Anti Foam been addressed with John on his formulas???						
28-Oct	Tue.	BIG HUG	CHILL WATER					1,500 CS.
		BIG HUG	HOT WATER					1,500 CS.
		NOTE: RELITE H20 R&D PILOT SAMPLES						
29-Oct	Wed.	BIG HUG						FINISH
30-Oct	Thur.	BIG HUG						FINISH
31-Oct	Fri.							
1-Nov	Sat.							
			BEVERAGE WEEK					
3-Nov	Mon.	BIG HUG	CHILL WATER					MINIMUM - 500 CS. LABELED
		NOTE: NSF INSPECTION REQUESTED BY TARGET						
4-Nov	Tue.	BIG HUG	HOT					MINIMUM - 500 CS. LABELED
5-Nov	Wed.	VERIFY THAT KOSHERIZING IS SCHEDULED FOR THIS DATE						
		RED ROSE	SALAD DRESSING	34015-2	32 OZ.	4	2400	~~400 CS.~~ 342
		RED ROSE	SANDWICH SPREAD	35014-2	32OZ.	1	2400	~~96 CS.~~
		RED ROSE	SANDWICH SPREAD	35014-3	32 OZ.	11	2400	~~1008 CS.~~ 1061
6-Nov	Thur.		RABBI VISIT TO REVIEW ALL INGREDIENTS AND KOSHER STATUS					
			STICKER BIG HUG KICK & ~~THIN~~ - MINIMUM 250 CASES OF EACH					
7-Nov	Fri.							
8-Nov	Sat.							
NOT SCHEDULED:		Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2				325 CS.
		Seven Seas - GFF Label	ZESTY Italian Dressing	40502-1				60 CS.

PRODUCTION SCHEDULE RECAP - 11-10-08 thru 11-29-2008

UPDATED: 10-27-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat	Batch Size	Comments
10-Nov	Mon.	DUNKIN DONUTS	MOCHA			36		8,000 CS.
11-Nov	TUES.	DUNKIN DONUTS	CARAMEL			61		16,000 CS.
12-Nov	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
13-Nov	Thur.	Aldi's - Burman's	Light Mayonnaise	32004-4	32 oz.	13	2,400 #	1,200 cs.
		Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.	35	2,400 #	3,200 cs.
14-Nov	FRI							
15-Nov	Sat.							
			BEVERAGE WEEK					
17-Nov	Mon.	Aldi's - Salad Mate	Whipped Dressing	34015-2	32 oz.	35	2,400 #	3200 CS.
18-Nov	Tue.	ALDI'S						FINISH
19-Nov	Wed.	ALDI'S						FINISH
20-Nov	Thur.							
21-Nov	Fri.							
22-Nov	Sat.							
24-Nov	Mon.							
25-Nov	Tue.							
26-Nov	Wed.							
27-Nov	Thur.		THANKSGIVING DAY - CLOSED					
28-Nov	Fri.							
29-Nov	Sat.							
NOT SCHEDULED YET:								



NEXT GENERATION WATERS

THIN

24/16.9 OZ. (500 ml)

PRODUCTION DATE: 28-OCTOBER-2008

BEST BEFORE: 28-OCTOBER-2009

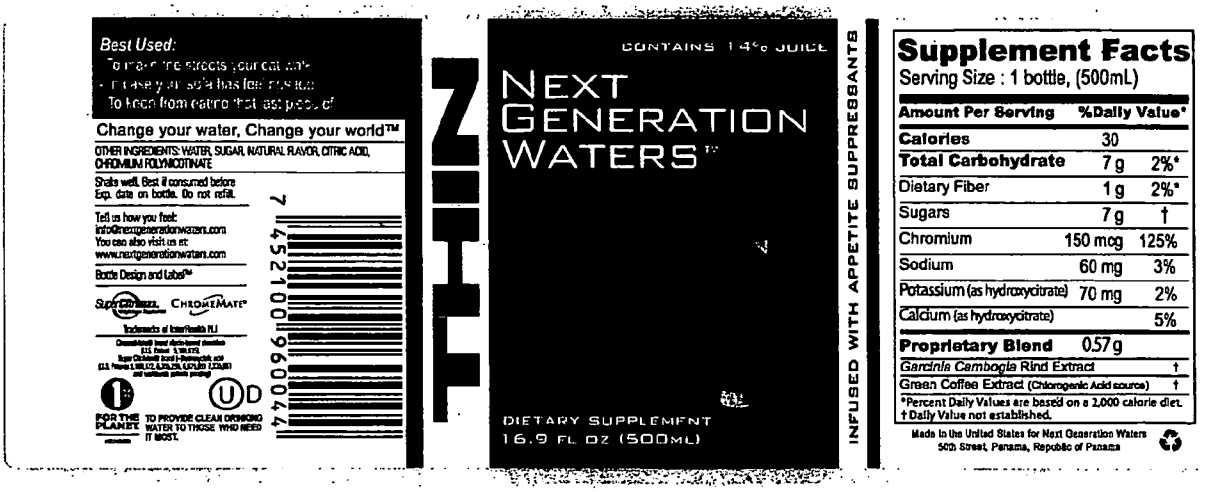
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PRODUCTION SCHEDULE RECAP - 10-20-2008 thru 11-08-2008

UPDATED: 10-23-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
20-Oct	Mon.	Dunkin Donuts	MOCHA					8,000 CS.
21-Oct	TUES.	KRISPY KREME	LATTE	06040-1	64 oz.			1,600 CASES
		KRISPY KREME	DOUBLE CHOC. W/COFFEE	06011-1	64 oz.			1,600 CASES
		Dunkin Donuts	CARAMEL					12,000 CS.
22-Oct	Wed.	Dunkin Donuts	CARAMEL					12,000 CS.
23-Oct	Thur.	Dunkin Donuts	MOCHA					8,000 CS. - FINISH
		Dunkin Donuts	CARAMEL					FINISH
24-Oct	FRI							
25-Oct	Sat.							
27-Oct	Mon.	BIG HUG	KICK WATER					1,500 CS.
		BIG HUG	THIN WATER					1,500 CS.
		Note: Has Anti Foam been addressed with John on his formulas???						
28-Oct	Tue.	BIG HUG	CHILL WATER					1,500 CS.
		BIG HUG	HOT WATER					1,500 CS.
		NOTE: RELITE H20 R&D PILOT SAMPLES						
29-Oct	Wed.	BIG HUG						FINISH
30-Oct	Thur.	BIG HUG						FINISH
31-Oct	Fri.							
1-Nov	Sat.							
			BEVERAGE WEEK					
3-Nov	Mon.	Tea H20	New Flavors	Need to Provide Bottles & Caps				1,000 cs.
			New Flavors					1,000 cs.
			New Flavors					1,000 cs.
			MANGO LEMONADE					BOTTLE PRODUCT IN TOTES
		NOTE: NSF INSPECTION REQUESTED BY TARGET						
4-Nov	Tue.	Tea H20	FINISH					
5-Nov	Wed.							
6-Nov	Thur.	VERIFY THAT KOSHERIZING IS SCHEDULED FOR THIS DATE						
		RED ROSE	SALAD DRESSING	34015-2	32 OZ.	4	2400	400 CS.
		RED ROSE	SANDWICH SPREAD	35014-2	32OZ.	1	2400	96 CS.
		RED ROSE	SANDWICH SPREAD	35014-3	32 OZ.	11	2400	1000 CS.
7-Nov	Fri.							
8-Nov	Sat.							
NOT SCHEDULED:		Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2				325 CS.
		Seven Seas - GFF Label	ZESTY Italian Dressing	40502-1				60 CS.

DX31



NEXT GENERATION WATERS

THIN

24/16.9 OZ. (500 ml)

PRODUCTION DATE: 28-OCTOBER-2008

BEST BEFORE: 28-OCTOBER-2009

DX31'

PRODUCTION SCHEDULE RECAP - 11-10-08 thru 11-29-2008

UPDATED: 10-07-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
10-Nov	Mon.	DUNKIN DONUTS	MOCHA					8,000 CS.
11-Nov	TUES.	DUNKIN DONUTS	CARAMEL					16,000 CS.
12-Nov	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
13-Nov	Thur.							
14-Nov	FRI							
15-Nov	Sat.							
			BEVERAGE WEEK					
17-Nov	Mon.							
18-Nov	Tue.							
19-Nov	Wed.							
20-Nov	Thur.							
21-Nov	Fri.							
22-Nov	Sat.							
24-Nov	Mon.							
25-Nov	Tue.							
26-Nov	Wed.							
27-Nov	Thur.		THANKSGIVING DAY - CLOSED					
28-Nov	Fri.							
29-Nov	Sat.							
NOT SCHEDULED YET:								

Valuation Report

by: Item Key / Location Key

Location	Description	Type	Class	On-Hand Qty UOM	:< STANDARD >>	Extended

Parameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		CL032
Item Type	:	[All]	: End Key	:	CL032
Sub Type: Begin	:	[First]	Location : Begin Key:		[First]
End :		[Last]	: End Key	:	[Last]
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	10/20/2008
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

DX31

* = Accrued Receipt

PRODUCTION SCHEDULE RECAP - 10-20-2008 thru 11-08-2008

~~UPDATED 10-07-08~~

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
		mocha	mocha					2879 cs.
20-Oct	Mon.	~~KRISPY KREME~~	~~LATTE~~	~~06040-1~~	~~64 oz.~~			~~1,600 CASES~~ ✓
		KRISPY KREME	DOUBLE ~~CHOC W/COFFEE~~	~~0681T-1~~	~~64 oz.~~			~~1,600 CASES~~ ✓
21-Oct	TUES.	~~Dunkin Donuts~~	~~MOCHA~~ CARAMEL					~~8,000 CS.~~ ✓729
		KK	DC w/Coffee					1757 cs
		KK	LATTE					1693 cs ✓
22-Oct	Wed.	Dunkin Donuts	CARAMEL					12,000 CS.
								7968
23-Oct	Thur.	Dunkin Donuts	CARAMEL					FINISH 2078
		mocha	mocha					5589
24-Oct	FRI							
25-Oct	Sat.							
27-Oct	Mon.	BIG HUG	KICK WATER	64 cs per pallet (8x8)				1,500 CS. 576
		BIG HUG	~~THIN~~ WATER					1,500 CS.
		Note: Has Anti Foam been addressed with John on his formulas???						
28-Oct	Tue.	BIG HUG	HOT WATER				~~1500~~	~~2,500 CS.~~
			KICK					289
			Thin					446 cs.
29-Oct	Wed.	BIG HUG	CHILL WATER					1,500 CS. 286 cs
		~~BIG HUG~~	~~STRONG~~					~~2,500 CS.~~
			Thin					141 cs
30-Oct	Thur.	~~BIG HUG~~						~~FINISH~~
31-Oct	Fri.							
1-Nov	Sat.							
			BEVERAGE WEEK					
3-Nov	Mon.	BARREL JUICE	3 Flavors - 2,500 cs. of each					
4-Nov	Tue.	BARREL JUICE	3 Flavors - 2,500 cs. of each					
5-Nov	Wed.	Tea H20	New Flavors					1,000 cs.
			New Flavors					1,000 cs.
			New Flavors					1,000 cs.
6-Nov	Thur.	RED ROSE						
7-Nov	Fri.							
8-Nov	Sat.							
NOT SCHEDULED YET:								
		Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2				Det. Cs. Needed after 9/23 run

3 Batch
8 Batch
6 Batch

6,000
4,500
4,500
2,000

DX31

PRODUCTION SCHEDULE RECAP - 10-06-2008 thru 10-18-2008

UPDATED 10-07-08

Date	Day	Brand	Product	Formula Code	Size	# Bat.	Batch Size	Comments
6-Oct	Mon.	32 OZ. JARS FROM PRETIUM - SHIPPING 10/6 AND 10/7 - ARRIVAL TIMES NEED CONFIRMED						
7-Oct	TUES.	Topper 1369 cs. ~1319 cs	Mayonnaise	32010-2		14	2400#	1,200 cs./Actual 1,319 cs.
8-Oct	Wed.	Seven Seas - GFF Label	Zesty Italian - gallon jar	40502-1 - Blended			52 cs	45 CS. - Label 4805
		Seven Seas - GFF Label	Ranch Dressing - gallon jar	40001-4			116 cs	95 cs. - Label 4838
		Belkkauna	Whipped Dressing	34051-2	300 gal.	12	2400#	Need 11 totes over 2500 lbs.
9-Oct	Thur.							
10-Oct	FRI	SET UP FOR BEVERAGE RUNS EGGS TO ARRIVE TO FINISH BLKK TOTES						
		Belkkauna	Whipped Dressing	34051-2	300 gal.	12	2400#	Need 11 totes over 2500 lbs.
		Belkkauna	Taco Dressing	34040-1	300 gal.	5	2200#	Need 4 totes over 2500 lbs.
11-Oct	Sat.							
			BEVERAGE WEEK					
13-Oct	Mon.		WATER BOTTLE TEST					
14-Oct	Tue.	Performance Tea - TeaH2O	Mango Lemonade - problem		16 oz.		13 cs	1000 cs. 17×6 = 102
		Performance Tea - TeaH2O	Pomegranate Yuzu		16 oz.		926 cs	1000 cs. Done last week
15-Oct	Wed.	The following may move to later in the week based on ingredient availability						
16-Oct	Thur.	CONNECTION BRANDS	DEFY WATERS - 3 ITEMS					
			Pomegranate Lemon				2401 cs	3,333 cases
17-Oct	Fri.	CONNECTION BRANDS	DEFY WATERS					
			Goji Plum				2460 cs	2,500 cs.
			~~Green~~ Tea Pear				307 cs	2,500 cs. Done 10/14
						4	337 = 644 cs	
18-Oct	Sat.	MUST KOSHERIZE BEFORE RUNNING DD OR KK ITEMS - SCHEDULED FOR SUNDAY NIGHT - 10/19						

PRODUCTION SCHEDULE RECAP - 10-06-2008 thru 10-18-2008

UPDATED: 9-26-08

Date	Day	Brand	Product	Formula Code	Size	# Bat.	Batch Size	Comments
6-Oct	Mon.							
		32 OZ. JARS FROM PRETIUM - SHIPPING 10/6 AND 10/7 - ARRIVAL TIMES NEED CONFIRMED						
		13676 Ranch / ZEST ITALIAN						
7-Oct	TUES.	Topper	Mayonnaise	32010-2				1,200 cs.
		Green Caps need confirmed - 825 ea. Per box - Inv. Showing 14,640 - need 16,080 caps - CL024						CL014 Alt. Green
		ALDI	SALAD MATE					2,800 CS.
8-Oct	Wed.	ALDI	LITE MAYO					1,500 CS.
			REAL MAYO					4,500 CS.
9-Oct	Thur.	ALDI	REAL MAYO					FINISH
10-Oct	FRI	SET UP FOR BEVERAGE RUNS						
11-Oct	Sat.							
			BEVERAGE WEEK					
13-Oct	Mon.		WATER BOTTLE TEST					
14-Oct	Tue.	Performance Tea - TeaH20	Mango Lemonade		16 oz.			1000 cs.
		Performance Tea - TeaH20	Pomegranate Yuzu		16 oz.			1000 cs.
		The following may move to later in the week based on ingredient availability						
15-Oct	Wed.	CONNECTION BRANDS	DEFY WATERS - 3 ITEMS					
			Pomegranate Lemon					3,333 cases
16-Oct	Thur.	CONNECTION BRANDS	DEFY WATERS					
			Goji Plum					2,500 cs.
			Green Tea Pear					2,500 cs.
17-Oct	Fri.							
18-Oct	Sat.	MUST KOSHERIZE BEFORE RUNNING DD OR KK ITEMS - SCHEDULED FOR SUNDAY NIGHT - 10/19						

NOT SCHEDULED YET:

Seven Seas - GFF Label	Zesty Italian - gallon jar	40502-1 - Blended			40 CS. - Label 4805
Seven Seas - GFF Label	Ranch Dressing - gallon jar	40001-4			90 cs. - Label 4838
Note: For above items - put in jar but use JUG labels					
Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2			Det. Cs. Needed after 9/23 run

PRODUCTION SCHEDULE RECAP - 10-20-2008 thru 11-08-2008

UPDATED 9-19-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
20-Oct	Mon.	KRISPY KREME	LATTE	06040-1	64 oz.			1,700 CASES
		KRISPY KREME	DOUBLE CHOC. W/COFFEE	06011-1	64 oz.			1,600 CASES
		ABOVE KRISPY KREME ITEMS ARE NOT CONFIRMED						
21-Oct	TUES.	Dunkin Donuts	MOCHA					7,000 CS.
22-Oct	Wed.	Dunkin Donuts	CARAMEL					16,000 CS.
23-Oct	Thur.	Dunkin Donuts	CARAMEL					FINISH
24-Oct	FRI							
25-Oct	Sat.							
27-Oct	Mon.	BIG HUG	KICK WATER					1,500 CS.
		BIG HUG	THIN WATER					1,500 CS.
		Note: Has Anti Foam been addressed with John on his formulas???						
28-Oct	Tue.	BIG HUG	HOT WATER					2,500 CS.
29-Oct	Wed.	BIG HUG	CHILL WATER					1,500 CS.
		BIG HUG	STRONG					1,500 CS.
30-Oct	Thur.	BIG HUG						FINISH
31-Oct	Fri.							
1-Nov	Sat.							
			BEVERAGE WEEK					
3-Nov	Mon.	BARREL JUICE	3 Flavors - 2,500 cs. of each					
4-Nov	Tue.	BARREL JUICE	3 Flavors - 2,500 cs. of each					
5-Nov	Wed.	ALDI						
6-Nov	Thur.	ALDI						
7-Nov	Fri.	ALDI						
8-Nov	Sat.							

PRODUCTION SCHEDULE RECAP - 10-06-2008 thru 10-18-2008

UPDATED: 9-24-08

Date	Day	Brand	Product	Formula Code	Size	# Bat.	Batch Size	Comments
6-Oct	Mon.							
		32 OZ. JARS FROM PRETIUM - SHIPPING 10/6 AND 10/7 - ARRIVAL TIMES NEED CONFIRMED						
7-Oct	TUES.	ALDI	SALAD MATE					
8-Oct	Wed.	ALDI	LITE MAYO					
			REAL MAYO					
9-Oct	Thur.	ALDI	REAL MAYO					
10-Oct	FRI	Topper	Mayonnaise	32010-2				1,340 cs.
		Green Caps need confirmed - ~~700~~ ea. Per box - Inv. Showing ~~15,450~~ - need 16,080 caps - CL024						TOLD
			825	14,160				LINDA
11-Oct	Sat.							
			BEVERAGE WEEK					
13-Oct	Mon.	Performance Tea - TeaH20	5 Flavors - 1,000 cs. of each		16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
14-Oct	Tue.	Performance Tea - TeaH20			16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
15-Oct	Wed.	CONNECTION BRANDS	DEFY WATERS - 3 ITEMS					
			Pomegranate Lemon					3.604 cases
16-Oct	Thur.	CONNECTION BRANDS	DEFY WATERS					
			Goji Plum					2,703 cs.
			Green Tea Pear					2,703 cs.
		MUST KOSHERIZE BEFORE RUNNING DD OR KK ITEMS - SCHEDULED FOR SUNDAY NIGHT - 10/19						
17-Oct	Fri.							
18-Oct	Sat.							

NOT SCHEDULED YET:

Seven Seas - GFF Label	Zesty Italian - gallon jar	40502-1 - Blended			40 CS. - Label 4805
Seven Seas - GFF Label	Ranch Dressing - gallon jar	40001-4			90 cs. - Label 4838
Note: For above items - put in jar but use JUG labels					
Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2			Det. Cs. Needed after 9/23 run

11690

DX31

PRODUCTION SCHEDULE RECAP - 9-22-2008 thru 10-04-2008

UPDATED: 9-17-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
22-Sep	Mon.		NO PRODUCTION					
23-Sep	TUES.	GFF - SEVEN SEAS	BBQ SAUCE Hickory		GAL	20 (4)	10,000	TOTAL CURRENT ORDERS
			What Kind					~~1,485~~ CASES 1169
								Review Jar Inventory
24-Sep	Wed.	KEEFE	18 OZ. INVERT MAYONNAISE	30003-4	6 oz.	(18)	2400 #	2,856 CASES
25-Sep	Thur.	KEEFE	18 OZ. INVERT MAYONNAISE					FINISH
26-Sep	FRI	DUNKIN DONUTS	MOCHA RUN - SPLIT COCOAS					Per Chad - 3,515 CS
			Note: Do not put any rework in this formula			(16)	5109	Lbs
						10	9225	Lbs Mark
27-Sep	Sat.							
29-Sep	Mon.	Dunkin Donuts	Caramel	06050-5				16,000 CS.
30-Sep	Tue.	Dunkin Donuts	Caramel	06050-5				FINISH
1-Oct	Wed.	Dunkin Donuts	Caramel	06050-5				FINISH
2-Oct	Thur.	Dunkin Donuts	Mocha	06050-5				7,000 cs. - reg. formula
			Rework can be used in this run					
3-Oct	Fri.	INVENTORY						
4-Oct	Sat.							

Pallets

	Pallets
mocha	105
Caramel	160
	265
Keefe	28
	293

DX31

PRODUCTION SCHEDULE RECAP - 9-08-2008 thru 9-20-2008

UPDATED: 9-09-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
8-Sep	Mon.	Dunkin Donuts	Caramel	06050-5		78	6000#	20,000 cases
9-Sep	TUES.	Dunkin Donuts	Caramel	06050-5				FINISH
10-Sep	Wed.	Dunkin Donuts	Caramel	06050-5				FINISH
								Started 9-10-08, 10:00 AM
11-Sep	Thur.	Keefe	Invert Mayonnaise	30003-4		8	2400#	1,200 cs.
		Belaukauna	300 gallon totes	34051-2		~~17~~	~~2400#~~	15 totes - 40,000 LBS.
12-Sep	FRI	Belaukauna	300 gallon totes	34051-2				FINISH
13-Sep	Sat.							
15-Sep	Mon.	off						
16-Sep	Tue.	off	EGG DELIVERY ON TUESDAY					
		Red Rose	Salad Dressing	34015-2	32 oz.	8		800 cs. 829 CS
		ALDI	SALAD MATE	34015-2	32 OZ.	44	2,400 #	4,000 CS. 4092
		ALDI	LITE MAYONNAISE	32004-4	32 OZ.	11 ~~37~~	2,400 #	~~4,500 CS.~~ 770 CS
		ALDI	REAL MAYONNAISE	30003-4	32 OZ.	~~36~~	2,400 #	~~4,500 CS.~~ ~~3150 CS~~
						28		2520
17-Sep	Wed.	ALDI						FINISH
18-Sep	Thur.	ALDI						FINISH
19-Sep	Fri.							
20-Sep	Sat.							

PRODUCTION SCHEDULE RECAP - 9-22-2008 thru 10-04-2008

UPDATED: 9-09-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
22-Sep	Mon.	Performance Tea - TeaH20	5 Flavors - 1,000 cs. of each		16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
23-Sep	TUES.	Performance Tea - TeaH20			16 oz.			1000 cs.
		Performance Tea - TeaH20			16 oz.			1000 cs.
24-Sep	Wed.	BARREL JUICE	3 Flavors - 2,500 cs. of each					
25-Sep	Thur.	PASTRY WATER - ???						
26-Sep	FRI							
27-Sep	Sat.							
29-Sep	Mon.	DUNKIN DONUTS	MOCHA RUN - SPLIT COCOAS					Per Chad - 3,515 CS.
		Dunkin Donuts	Caramel	06050-5				16,000 CS.
30-Sep	Tue.	Dunkin Donuts	Caramel	06050-5				FINISH
1-Oct	Wed.	Dunkin Donuts	Mocha	06050-5				7,000 cs. - reg. formula
2-Oct	Thur.	Dunkin Donuts	Caramel	06050-5				FINISH
3-Oct	Fri.							
4-Oct	Sat.							

PRODUCTION SCHEDULE RECAP - 9-08-2008 thru 9-20-2008

UPDATED: 8-27-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
8-Sep	Mon.	Special Note - Split Mocha Runs due to formula, case coding, etc.						
		Dunkin Donuts	Caramel	06050-5				20,000 cases
9-Sep	TUES.	Dunkin Donuts	Caramel	06050-5				FINISH
10-Sep	Wed.	Dunkin Donuts	Caramel	06050-5				FINISH
11-Sep	Thur.	Keefe	Invert Mayonnaise	30003-4				1,200 cs
		Belaukauna	300 gallon totes	34051-2				15 totes
12-Sep	FRI	Belaukauna	300 gallon totes	34051-2				FINISH
13-Sep	Sat.							
15-Sep	Mon.	ALDI	SALAD MATE	34015-2	32 OZ.	44	2,400 #	4,000 CS.
		ALDI	LITE MAYONNAISE	32004-4	32 OZ.	11	2,400 #	1,500 CS.
		ALDI	REAL MAYONNAISE	30003-4	32 OZ.	35	2,400 #	4,500 CS.
16-Sep	Tue.	ALDI						FINISH
17-Sep	Wed.	ALDI						FINISH
18-Sep	Thur.	MINI'S	LIGHT MAYONNAISE	32010-2				377 CS.
		MINI'S	LIGHT MAYONNAISE	32010-2				950 CS.
19-Sep	Fri.							
20-Sep	Sat.							

DX31

PRODUCTION SCHEDULE RECAP - 8-25-2008 thru 9-06-2008

UPDATED: 8-27-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
25-Aug	Mon.	HYDRO 1-POWER BRANDS	Diabetic Hydro One Beverage					2,000 CASES
26-Aug	TUES.	WIT GROUP	PEAR LYCHEE - BEAUTY	25103-1				2,500 CS.
		WIT GROUP	TRIPLE BERRY - MOTION	25102-1				2,500 CS.
27-Aug	Wed.	WIT GROUP	ORANGE STRAWBRY - HEART	25104-1				2,500 CS.
28-Aug	Thur.	WIT Group						FINISH
29-Aug	FRI							
30-Aug	Sat.							
1-Sep	Mon.	LABOR DAY - CLOSED						
		MUST BE DOWN 24 HOURS SO WE CAN KOSERIZE FOR MONT BLANC RUN						
		Koshering Already scheduled for 9/03 - 5 AM - CHAD WILL BE HERE WITH RABBI						
2-Sep	Tue.	Pastry Water	Strawberry Shortcake	25201-1				1,500 cs.
		Pastry Water	Banana Crème	25202-1				1,500 cs.
3-Sep	Wed.	Pioneer Canyon	Hickory BBQ Sauce	20221-2	gal. jar			~~120~~ cs. 240 ~~180~~
		USE RESHIPPERS FOR PIONEER CANYON BBQ SAUCE & CAESER DRESSING						
		GFF - Seven Seas	Hickory BBQ Sauce	20221-2	gal. jar			350 cs.
		~~Pioneer Canyon~~	~~Caesar Dressing~~	~~40891-1~~	~~gal. jar~~			~~120 cs.~~
		~~GFF - Seven Seas~~	~~Zesty Italian~~	~~40502-1~~	~~gal. jar~~			~~60 cs.~~
4-Sep	Thur.	Casa Serrano	Hot Salsa Picante	50520-1	gal jug			500 cs.
		Casa Serrano	Hot Rojo Salsa	50101-1	gal jug			120 cs.
5-Sep	Fri.	Krispy Kreme	Chocolate	06006-1				1,700 cs.
6-Sep	Sat.							

DX31

PRODUCTION SCHEDULE RECAP - 8-25-2008 thru 9-06-2008

UPDATED: 8.20.08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
25-Aug	Mon.	HYDRO 1-POWER BRANDS	Diabetic Hydro One Beverage					2,000 CASES
26-Aug	TUES.	WIT GROUP	PEAR LYCHEE - BEAUTY	25103-1				2,500 CS.
		WIT GROUP	TRIPLE BERRY - MOTION	25102-1				2,500 CS.
27-Aug	Wed.	WIT GROUP	ORANGE STRAWBRY - HEART	25104-1				2,500 CS.
28-Aug	Thur.	PASTRY BUTTERFLY	STRAWBERRY SHORTCAKE					1,500 CASES
		PASTRY BUTTERFLY	BANANA CREME					1,530 CASES
29-Aug	FRI							
30-Aug	Sat.							
1-Sep	Mon.	LABOR DAY - CLOSED						
		MUST BE DOWN 24 HOURS SO WE CAN KOSERIZE FOR MONT BLANC RUN						
		Koserizing Already scheduled for 9/03 - Jim Jaworski to confirm TIME						
2-Sep	Tue.	ALDI	SALAD MATE	34015-2	32 OZ.	44	2,400 #	4,000 CS.
			LITE MAYONNAISE	32004-4	32 OZ.	17	2,400 #	1,500 CS.
3-Sep	Wed.	ALDI	REAL MAYONNAISE	30003-4	32 OZ.	50	2,400 #	4,500 CS.
4-Sep	Thur.	Krispy Kreme	Chocolate	06006-1				1,700 cs.
5-Sep	Fri.	DD Mocha	New Formula - use up all cocoa's needing mixed					3,350 cs. Approx.
		Special Note - Split Mocha Runs due to formula, case coding, etc.						
6-Sep	Sat.							

PRODUCTION SCHEDULE RECAP - 11-10-08 thru 11-29-2008

UPDATED: 11-07-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
10-Nov	Mon.	DUNKIN DONUTS	MOCHA			23	5265#	5,000 CS. 5670 CS MON
11-Nov	TUES.	DUNKIN DONUTS	CARAMEL			47	6,000#	12,000 CS. 2906 - TUES W40
12-Nov	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
13-Nov	Thur.							FINISH
14-Nov	FRI							
15-Nov	Sat.							
17-Nov	Mon.							
18-Nov	Tue.							
19-Nov	Wed.	Aldi's - Burman's	Light Mayonnaise	32004-4	32 oz.	13	2,400 #	1,200 cs.
		Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.	35	2,400 #	3,200 cs.
20-Nov	Thur.	Aldi's - Burman's	Light Mayonnaise	32004-4	32 oz.			FINISH
		Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.			FINISH
21-Nov	Fri.							
22-Nov	Sat.							
24-Nov	Mon.	Aldi's - Salad Mate	Whipped Dressing	34015-2	32 oz.	35	2,400 #	3200 CS.
25-Nov	Tue.	ALDI'S						FINISH
26-Nov	Wed.							
27-Nov	Thur.		THANKSGIVING DAY - CLOSED					
28-Nov	Fri.		THANKSGIVING HOLIDAY - CLOSED					
29-Nov	Sat.							
NOT SCHEDULED:		Seven Seas - GFF Label	Hickory BBQ Sauce	20221-2				325 CS.
		Seven Seas - GFF Label	ZESTY Italian Dressing	10502-1				60 CS.

PRODUCTION SCHEDULE RECAP - 12-01-08 thru 12-20-08

UPDATED: 12-01-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
1-Dec	Mon.		NO PRODUCTION - DEER SEASON					
2-Dec	TUES.		No Production					
3-Dec	Wed.	DUNKIN DONUTS	MOCHA			18	5265	4000 cs. 4178
		DUNKIN DONUTS	CARAMEL		(6)	31	6000	8,000 cs. 1526
4-Dec	Thur.	DUNKIN DONUTS	CARAMEL					FINISH 6678
			Caramel Test Run - ???					
5-Dec	FRI	ALDI LITE MAYO						
6-Dec	Sat.							
8-Dec	Mon.		Install Tap Tone					
9-Dec	Tue.		Install Tap Tone					
10-Dec	Wed.	ALDI						
11-Dec	Thur.	ALDI						
12-Dec	Fri.	ALDI						
13-Dec	Sat.							
15-Dec	Mon.	CASA SERRANO	HOT SALSA					
		CASA SERRANO	TRIPLE HOT SALSA - ROJO					
16-Dec	Tue.	TIM HORTON	CHOCOLATE - MB7671	06005-1		3	5,600#	600 CS.
		KRISPY KREME	DOUBLE CHOCOLATE	06010-2		7	5,150#	1500 CS.
17-Dec	Wed.	DUNKIN DONUTS	CARAMEL	06050-5		16	6000	4,000 cs.
18-Dec	Thur.							
19-Dec	Fri.	GFF - Seven Seas	Ranch Dressing	40001-4	gal. jar			40 CS.
		Pioneer Canyon	Caesar Dressing	42001-3	gal. jar			100 CS.
20-Dec	Sat.							
NOT SCHEDULED YET:								

PRODUCTION SCHEDULE RECAP - 11-10-08 thru 11-29-2008

UPDATED: 11-18-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
10-Nov	Mon.	DUNKIN DONUTS	MOCHA			23	5265#	5,000 CS.
11-Nov	TUES.	DUNKIN DONUTS	CARAMEL			47	6,000#	12,000 CS.
12-Nov	Wed.	DUNKIN DONUTS	CARAMEL					FINISH
13-Nov	Thur.							
14-Nov	FRI							
15-Nov	Sat.							
17-Nov	Mon.							
18-Nov	Tue.							
19-Nov	Wed.	Aldi's - Burman's	Light Mayonnaise	32004-4	32 oz.	11	2,400 #	1,200 cs. 1584 minus ones
		Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.	36	2,400 #	3,200 cs
20-Nov	Thur.	Aldi's - Burman's	Real Mayonnaise	30003-4	32 oz.			FINISH 2220 minus eaches
21-Nov	Fri.	Aldi's - Salad Mate	Whipped Dressing	34015-2	32 oz.	~~30~~ 37	2,400 #	3200 CS. 2824 cs
			Light MAYO			2		Rest 600
22-Nov	Sat.							
24-Nov	Mon.	GFF - Seven Seas	Zesty Italian - Blended	40502-1		1	2100 #	60 cases 67
		GFF - Seven Seas	Hickory BBQ	20221-2		4	9200#	600 cases 602 11-25
		Pioneer Canyon	Hickory BBQ	20221-2				350 cases 354 11-25
25-Nov	Tue.	Casa Serrano	Hot Salsa Picante	50520-1				300 cases
		Casa Serrano	Triple Hot Salsa - Rojo	50101-1				200 cases
26-Nov	Wed.							
27-Nov	Thur.		THANKSGIVING DAY - CLOSED					
28-Nov	Fri.							
			THANKSGIVING HOLIDAY - CLOSED					
29-Nov	Sat.							

DX31

PRODUCTION SCHEDULE RECAP - 8-11-2008 thru 8-23-2008

UPDATED: 8-14-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
11-Aug	Mon.		NO PRODUCTION THIS WEEK					
12-Aug	TUES.							
13-Aug	Wed.							
14-Aug	Thur.							
15-Aug	FRI							
16-Aug	Sat.							
18-Aug	Mon.	DUNKIN DONUTS	CARAMEL	06050-5		39		10,000 cs. 25 Drm 6410 ct
19-Aug	Tue.	DUNKIN DONUTS	CARAMEL	06050-5				FINISH
20-Aug	Wed.	DUNKIN DONUTS	MOCHA	06001-2				5,000 cs. - MIXING COCOA's
			SPECIAL NOTE - 4 MONTHS SHELF LIFE ON MOCHA FOR THIS SPECIAL RUN					
21-Aug	Thur.	GINGER BOOST	MANGO					1,600 CASES
		GINGER BOOST	ORANGE					1,600 CASES
		(Note: Planning for 4 - 10 hour days this week)						
22-Aug	Fri.							
23-Aug	Sat.							

NEEDS SCHEDULED

Pioneer Canyon	Caesar Dressing	42001-2	gal. jar		120 cs. - Back Order
Pioneer Canyon	Hickory BBQ Sauce	20221-2	gal. jar		120 cs.
Casa Serrano	Hot Rojo Salsa	50101-1	gal jug		120 cs.
Casa Serrano	Hot Salsa Picante	50520-1	gal jug		637 cs.
GFF - Seven Seas	Hickory BBQ Sauce	20221-2	gal. jar		350 cs.
GFF - Seven Seas	Zesty Italian	40502-1	gal. jar		60 cs.
Belaukauna	300 gallon totes				15 totes
MOTHER PARKER	PLANT TRIAL - 1 BATCH - UNLABELED				TENTATIVE

28 day mocha

36 Batches

10,257

PRODUCTION SCHEDULE RECAP - 7-28-2008 thru 8-09-2008

UPDATED: 7-17-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
28-Jul	Mon.	DUNKIN DONUTS	CARAMEL SWIRL	06050-5		82		21,000 CS.
29-Jul	TUES.	DUNKIN DONUTS	CARAMEL SWIRL	06050-5				FINISH
30-Jul	Wed.	ALDI	SALAD MATE	34015-2	32 OZ.	44	2,400 #	4,000 CS. x 12 = 48,000
		ALDI	LITE MAYONNAISE	32004-4	32 OZ.	14	2,400 #	1,300 CS. x 12 = 15,600
								x12 = 43,200
31-Jul	Thur.	ALDI	REAL MAYONNAISE	30003-4	32 OZ.	40	2,400 #	3,600 CS. (net of 3,591 units on hand)
		Bel Brands	300 gallon Whipped Dressing	34051-2		17	2400#	15 totes - MUST BE + 2,600 LBS. EACH
1-Aug	FRI	MOTHER PARKER	PLANT TRIAL - 1 BATCH - UNLABELED					TENTATIVE
2-Aug	Sat.							
4-Aug	Mon.	Pioneer Canyon	Caesar Dressing BT007	42001-2	gal. jar		4 X	120 cs.
		GFF - Seven Seas	Hickory BBQ Sauce	20221-2	gal. jar		4 X	350 cs.
		GFF - Seven Seas	Zesty Italian	40502-1	gal. jar		4X	60 cs.
								2120
5-Aug	Tue.	Mini's ON HOLD	Light Mayonnaise	32010-2	gal. jar	16	2,400 #	1,080 CASES = 1 CONTAINER
						31	2,400 #	2,160 cases = 2 CONTAINERS
6-Aug	Wed.	Mini's	Light Mayonnaise BT018	32010-2	32 OZ.	15	2,400 #	1,340 CS. = 1 CONTAINER x12 = 16,080
						29	2,400 #	2,680 CS. = 2 CONTAINERS x12 = 32,160
7-Aug	Thur.							
8-Aug	Fri.							
9-Aug	Sat.							

7-28-08

BT007 - 11 | 9,740

BT018 - | 51,910

PRODUCTION SCHEDULE RECAP - 6-16-2008 thru 6-28-2008

UPDATED: 6-19-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
16-Jun	Mon.	MOCHA REWORK						
17-Jun	TUES.	DD Mocha	Mocha Swirl		64 oz.			8,000 cs.
18-Jun	Wed.	DD Caramel	Caramel Swirl		64 oz.			10,827 CS. COMPLETED
19-Jun	Thur.	DD Caramel	Caramel Swirl		64 oz.			START UP ON SECOND SHIFT
								Note: Watch milk inventory
								SAVE FOR KK PRODUCTION
20-Jun	FRI	DD Caramel	Caramel Swirl		64 oz.			FINISH
								Note: Watch milk inventory
								SAVE FOR KK PRODUCTION
21-Jun	Sat.							
23-Jun	Mon.	MINI'S MAYONNAISE	Lite Mayo	32010-2	32 oz.		1328	1,340 cs. x 12 = 16,080
		~~Note: Need 3 cases~~ of Mini's unlabeled product put aside for samples						LF 847480-03834-1
		Aldi - Salad Mate	Whipped Dressing	34015-2	32 oz.	24	2,400 #	2,600 CASES
								2173
24-Jun	Tue.	Krispy Kreme	Latte	06040-1	64 oz.	7		1,500 cs. x 4 = 6,000
		Krispy Kreme	Double Chocolate	06010-2	64 oz.	7		1,500 cs. x 4 = 6,000
		CHANGEOVER AND START KEEFE - CAPS TO ARRIVE ON						CAPS - OK BTGS - OK LABEL - OK
25-Jun	Wed.	KEEFE	INVERT MAYONNAISE	30003-4	18 OZ.	~~[illegible]~~ 60	2,400 LB.	NEED 11,134 CASES = 4 TRUCKS x 12 = 133,608
26-Jun	Thur.	KEEFE	INVERT MAYONNAISE	30003-4	18 OZ.	*		FINISH
27-Jun	Fri.	OMAR ON THE NILE	Melon-Veggie Medley		16 oz. Glass			2,112 cases
28-Jun	Sat.							

KW 3100

15,900

CAP 30440 KR Pump 784 Dine 6-24 3,000

5742

PRODUCTION SCHEDULE RECAP - 5-19-08 TO 5-31-08

Updated: 5-16-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
				Formula #				Watch caps - enough for 10,400 cs.
19-May	Mon.	Keefe	Mayonnaise	30003-4	18 oz. Invert			TOTAL ORDERS = 14,280 CS.
						~~35~~		TRUCKS
						39		5 8,568
20-May	TUES.	Keefe	Mayonnaise	30003-4	18 oz. Invert			
21-May	Wed.	Aldi's - Burman's 110	Light Mayonnaise	32004-4	32 oz.	14		1,250 CS.
		Aldi's - Salad Mate 90	Whipped Dressing	34015-2	32 oz.	55		7,000 CS. Increased by 2000
22-May	Thur.	Aldi's - Burman's 0	Real Mayonnaise	30003-4	32 oz.	42	*	3,750 CS. 22,000 x12 = 264,000
		Aldi's - Salad Mate 90	Whipped Dressing	34015-2	32 oz.			FINISH
23-May	FRI	Aldi's - Burman's 110	Light Mayonnaise	32004-4	32 oz.	14		1,250 CS.
		Aldi's - Burman's 0	Real Mayonnaise	30003-4		42	*	3,750 CS.
								CL014 - 90,000
24-May	Sat.	NO WORK ON SATURDAY DUE TO HOLIDAY WEEKEND - ENJOY! ENJOY! ENJOY!						
26-May	Mon.	MEMORIAL DAY - CLOSED						
NOTE		ITALIAN'S WILL NOT BE HERE TO WORK ON FILLER						CL014 - 17,280 LABELS
		RAUDI WILL BE HERE TO KOSHERIZE IN AM						
27-May	Tue.	Red Rose	Salad Dressing (Thur 5/22)	CL014	32 oz.	6		480 CS. x12 = 5,760 OK
		Mini's 110	Mayonnaise	CL014	32 oz.	11		1,007 cs. x12 = 12,084 OK
Relish		Red Rose	Sandwich Spread	CL024	32 oz.	11		960 CS. x12 = 11,520 OK
		GFF Batch Now 5-28 Ap. 58	Whipped Dressing	03852	Formula only needed gallon jar	1		60 cs. - HAND FILL. x4 = 240 ??
		GFF	72% Mayonnaise	03810 HAVE FRT + BACK	gallon jar	1		60 CS. - HAND FILL. x4 = 240
				Formula				
28-May	Wed.	Belkaukana	Whipped Dressing	34051-2		?		~~13 TOTES~~
		Pioneer Canyon	Hickory BBQ Sauce					Need 246 cs. x4 = 984
		GFF - Seven Seas	Hickory BBQ Sauce	02812-0 FRT + BACK needed				Need 550 cs. x4 = 2,200
								No. of TOTES
29-May	Thur.	Casa Serrano	Hot Salsa JUG			3		Need 35 cs. x4 = 140 7,620
		Casa Serrano Tray	Hot Rojo Salsa JUG			71		Need 120 cs. x4 = 480
		CONTAINER TO LOAD ON MONDAY - 6-02-08 - Pioneer Canyon/Casa Serrano						
		Funasino	Salsa JUG					Order Pending ?? 750 cs
30-May	Fri.	DUNKIN DONUTS	Mocha Swirl			?		~~10,000~~ 8,000 cs. x4 = 32,000
								07731 - 43,000 OK
								STOCK - 49,500
31-May	Sat.							CL022 - 161,372
								KW Mocha - 1,340 11,500 Due 5/29

~~Sugar~~ - ~~Salt~~ - ~~Citric Acid~~ -

PRODUCTION SCHEDULE RECAP - 6-02-2008 - 6-14-2008

UPDATED: 6-16-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
			BRW Sugar will need at least					
2-Jun	Mon.	DD CARAMEL	27,000					21,000 CS.
3-Jun	TUES.	DD Caramel						FINISH
4-Jun	Wed.	DD Caramel						Finish
		KK CHILLERS	Double Choc. With Coffee	06011-1				1,500 CS.
		Corn Syrup Total						
5-Jun	Thur.	ALDI						Finish
6-Jun	FRI	ALDI						
7-Jun	Sat.							
9-Jun	Mon.	ALDI						
10-Jun	Tue.	WIT GROUP - ARCHER FARMS						
11-Jun	Wed.	WIT GROUP - ARCHER FARMS						
12-Jun	Thur.	WIT GROUP - ARCHER FARMS						
13-Jun	Fri.	WIT GROUP - ARCHER FARMS						
14-Jun	Sat.							

PRODUCTION SCHEDULE RECAP - 6-16-2008 thru 6-28-2008

UPDATED: 6-27-2008

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
16-Jun	Mon.	DD Mocha						8,000 cs.
17-Jun	TUES.	DD Caramel						21,000 cs.
18-Jun	Wed.	DD Caramel						Finish
19-Jun	Thur.	DD Caramel						Finish
20-Jun	FRI	Aldi - Salad Mate	Whipped Dressing	34015-2	32 oz.			7,000 cs.
21-Jun	Sat.							
23-Jun	Mon.	Aldi	Light Mayonnaise	32004-4	32 oz.			
24-Jun	Tue.	Aldi - Burman's	Real Mayonnaise	30003-4	32 oz.			
25-Jun	Wed.	Aldi - Burman's	Real Mayonnaise	30003-4	32 oz.			
26-Jun	Thur.	Keefe	Invert. Mayonnaise - 18 oz.					11,424 cases = 4 trucks
27-Jun	Fri.	Keefe	Invert. Mayonnaise - 18 oz.					
28-Jun	Sat.							

PRODUCTION SCHEDULE RECAP - 5-19-08 TO 5-31-08

Updated: 5-09-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
19-May	Mon.	Keefe	Mayonnaise		18 oz. Invert			TOTAL ORDERS = 14,280 CS.
								5 TRUCKS
20-May	TUES.	Keefe	Mayonnaise		18 oz. Invert			
21-May	Wed.	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS.
		Aldi's - Salad Mate	Whipped Dressing		32 oz.	55		5,000 CS. TOTAL 5000
22-May	Thur.	Aldi's - Salad Mate	Whipped Dressing		32 oz.			FINISH
		Aldi's - Burman's	Real Mayonnaise		32 oz.	42		3,750 CS.
23-May	FRI	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS. TOTAL 2,500
		Aldi's - Burman's	Real Mayonnaise			42		3,750 CS. TOTAL 7,500
								15,000 x12 = 180,000
24-May	Sat.	NO WORK ON SATURDAY DUE TO HOLIDAY WEEKEND - ENJOY! ENJOY! ENJOY!						
26-May	MON	MEMORIAL DAY - CLOSED						
					5-16			5-15
					HOLD			1-18
NOTE:		ITALIAN'S WILL BE HERE TO WORK ON FILLER - UTILIZE SMALL FILLER ONLY						
27-May	Tue.	Red Rose OK CLNG	Salad Dressing	CL014				480 CS. x12 = 5,760
		Red Rose Green	Sandwich Spread	CL024	19,600			960 CS. x12 = 11,520
							SALAD	LF 070169 - 89165-4 26,000
28-May	Wed.	MAYOLI					SALAD	89170-8 - 26,000
								REQ 32 max HOLD 5,600 (5-16) OK
29-May	Thur.	Pioneer Canyon	Hickory BBQ Sauce					Need 246 cs. OK
		Casa Serrano	Hot Salsa					Need 35 cs.
		Casa Serrano	Hot Rojo Salsa					Need 120 cs.
		CONTAINER TO LOAD ON MONDAY - 6-02-08						
30-May	Fri.							
31-May	Sat.							

PRODUCTION SCHEDULE RECAP - 6-02-2008 - 6-14-2008

UPDATED 6-15-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
2-Jun	Mon.	DD CARAMEL						21,000 CS.
3-Jun	TUES.	DD Caramel						FINISH
4-Jun	Wed.	DD Caramel						Finish
		KK CHILLERS	Chocolate Syrup	06006-1				1,000 - 1,500 CS.
		KK CHILLERS	Double Chocolate	06010-1				1,000 - 1,500 CS.
		KK CHILLERS	Double Choc. With Coffee	06011-1				1,000 - 1,500 CS. (This may be only item needed)
		KK CHILLERS	Latte	06040-1				1,000 - 1,500 CS.
5-Jun	Thur.	ALDI						Finish
6-Jun	FRI	ALDI						
7-Jun	Sat.	ALDI - ????						
9-Jun	Mon.	ALDI						
10-Jun	Tue.	KEEFE						
11-Jun	Wed.	KEEFE						
12-Jun	Thur.	WIT GROUP - ARCHER FARMS						
13-Jun	Fri.	WIT GROUP - ARCHER FARMS						
14-Jun	Sat.							

PRODUCTION SCHEDULE RECAP - 5-05-08 TO 5-17-08

Updated: 6-09-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
5-May	Mon.	ALDI'S	Salad Mate		32 oz.			Need 6,850 cs. (Fri. & Mon.)
			Light Mayo **		32 oz.			800 cases
			** Lite Blue Caps are expected to arrive:					
			Real Mayo			24		batches complete
6-May	TUES.	ALDI'S	Real Mayo		32 oz.	60		3,750 cases
7-May	Wed.	ALDI'S	Lite Mayo		32 oz.	28		1,100 cases
			Real Mayo		32 oz.			3,000 cases
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION			(Need 3,000 gallons of oil left to run Mini's/Toppers)			
8-May	Thur.	DD Mocha						8,000 cs.
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION						
NOTE: OIL PLANT CLOSED DOWN 5/9 - 5/19								
9-May	Fri.	DD CARAMEL						21,000 cases
10-May	Sat.	DD CARAMEL						Finish
12-May	Mon.	DD CARAMEL						Finish
		Note: Mini's Labels to arrive on Monday ✓						
13-May	Tue.	ARCHER FARMS - WIT GROUP	CHANGEOVER FILLER FOR PRODUCTION BT018					
		Salad Mate 14 Batches	Whipped Dressing		32 oz.			1,385 cs. x 12 = 16,620
32,100	15,600	Mini's LABEL 29 Batches	Mayonnaise		32 oz.			1,300 cases x 12 = 15,600
			1,300 cases of Mini's Mayo - Container loads on Monday 5/19					
60,040	15,600	Topper's	Mayonnaise		32 oz.			1,300 cases x 12 = 15,600
								47820
14-May	Wed.	ARCHER FARMS - WIT GROUP	Pear Lychee - Beauty					5,076 cases
			Lavender Berry - Relax					5,076 cases
			Tropical - Build					5,076 cases
		KT 1216 LN POUCH 38,585	Pink Grapefruit - Energy					5,076 cases
			Triple Berry - Motion					5,076 cases
			Strawberry Orange - Heart					5,076 cases
			TOTAL = 30,456 CASES					
15-May	Thur.	ARCHER FARMS - WIT GROUP						FINISH
16-May	Fri.	ARCHER FARMS - WIT GROUP						FINISH
17-May	Sat.							

BT018 97,966
CL037 205,980
KTSAU 12,960
CL024 36,400

DX31

PRODUCTION SCHEDULE RECAP - 5-05-08 TO 5-17-08

Updated: 5-01-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
5-May	Mon.	ALDI'S	Salad Mate		32 oz.			Need 6,850 cs. (Fri. & Mon.)
		USE STARCH	Light Mayo **		32 oz.			800 cases x12 = 9,600
			** Lite Blue Caps are expected to arrive:					
6-May	TUES.	ALDI'S	Real Mayo		32 oz.			3,750 cases x 12 = 45,000
7-May	Wed.	ALDI'S	Lite Mayo		32 oz.			1,100 cases x 12 = 19,200
			Real Mayo		32 oz.			3,000 cases x12 = 36,000
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION			(Need 3,000 gallons of oil left to run Mini's/Toppers)			
8-May	Thur.	DD Mocha		-6330	BT026	CT	sheet	8,000 cs. x 4 = 32,000
					CL022	CT		
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION			KR CAR	CT		
					KR/MOCH	CT		
NOTE: OIL PLANT CLOSED DOWN 5/9 - 5/19					PA001	CT		
					07431			
9-May	Fri.	DD CARAMEL			07482			21,000 cases = 84,000
								116,000
10-May	Sat.	DD CARAMEL						Finish
12-May	Mon.	DD CARAMEL						Finish
13-May	Tue.	ARCHER FARMS - WIT GROUP	CHANGEOVER FILLER FOR PRODUCTION					
LABELS HAVE	NEED	SMALL FILLER:						
32,100	15,600	Mini's	Mayonnaise		32 oz.			1,300 cases x 12 = 15,600
			1,300 cases of Mini's Mayo - Container loads on Monday 5/19					
60,040	15,600	Topper's	Mayonnaise		32 oz.			1,300 cases x12 = 15,600
14-May	Wed.	ARCHER FARMS - WIT GROUP	Pear Lychee - Beauty		CL043	CT		5,076 cases
			Lavender Berry - Relax		BT036			5,076 cases
		KT1216 LN POWER	Tropical - Build	12 pk white trays	CARD	2505	700	5,076 cases
			Pink Grapefruit - Energy		LABEL			5,076 cases
			Triple Berry - Motion					5,076 cases
		JAR 66326	Strawberry Orange - Heart		LABELS	close		5,076 cases = 60,912
			TOTAL = 30,456 CASES	x 12	= 365	472		HAVE 61,000
15-May	Thur.	ARCHER FARMS - WIT GROUP						FINISH
16-May	Fri.	ARCHER FARMS - WIT GROUP						FINISH
17-May	Sat.							

12,454

PRODUCTION SCHEDULE RECAP - 5-19-08 TO 5-31-08

Updated: 5-01-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
19-May	Mon.	Keefe	Mayonnaise		18 oz. Invert			
20-May	TUES.	Keefe	Mayonnaise		18 oz. Invert			
21-May	Wed.	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS.
		Aldi's - Salad Mate	Whipped Dressing		32 oz.	55		5,000 CS.
22-May	Thur.	Aldi's - Salad Mate	Whipped Dressing		32 oz.			FINISH
		Aldi's - Burman's	Real Mayonnaise		32 oz.	42		3,750 CS.
23-May	FRI	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS.
		Aldi's - Burman's	Real Mayonnaise			42		3,750 CS.
24-May	Sat.	NO WORK ON SATURDAY DUE TO HOLIDAY WEEKEND - ENJOY! ENJOY! ENJOY!						
26-May	Mon.	MEMORIAL DAY - CLOSED						
NOTE:		ITALIAN'S WILL BE HERE TO WORK ON FILLER. UTILIZE SMALL FILLER ONLY.						
27-May	Tue.	Mini's	Mayonnaise		Gal. Round			1,050 cs.
28-May	Wed.	MAYOLI						
				Formula #				
29-May	Thur.	KK CHILLERS	Chocolate Syrup	06006-1				1,000 - 1,500 CS.
		KK CHILLERS	Double Chocolate	06010-1				1,000 - 1,500 CS.
30-May	Fri.	KK CHILLERS	Double Choc. With Coffee	06011-1				1,000 - 1,500 CS.
		KK CHILLERS	Latte	06040-1				1,000 - 1,500 CS.
31-May	Sat.							

PRODUCTION SCHEDULE RECAP - 4-21-08 TO 5-02-08

Updated: 4-25-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
24-Apr	Thur.	Aldi	Lite Mayo		32 oz.	19		1,750 cs.
			Real Mayo		32 oz.	57		5,250 cs.
25-Apr	Fri.	Aldi	Salad Mate		32 oz.	51		4,600 cases
			Lite Mayo		32 oz.	19		1,750 cs.
26-Apr	Sat.	Aldi	Real Mayo		32 oz.	57		5,250 cs.
28-Apr	Mon.	Rosmarino	Pasta Sce - Marinara			2		570 cs.
		Rosmarino	Pasta Sce - Tomato Basil			2		662 cs.
		Rosmarino	Pasta Sce - Roast Garlic			2		777 cs.
		Rosmarino	Pasta Sce - Meat			3		874 cs.
		Rosmarino	Pasta Sce - Mushroom			3		1,008 cs.
			Total Batches			12		
		Label Rosmarino BBQ Sauces in WIP						
29-Apr	Tue.	WIT Group	5 Flavors			1	1,000 gal.	1000 Gallons of each
		Belkaukana	Salad Dressing		300 gallon TOTE			Need 3 more
		Label Rosmarino BBQ Sauces in WIP						
30-Apr	Wed.	Red Rose	Salad Dressing		32 oz.			480 cs.
		Red Rose	Sandwich Spread		32 oz.			960 cases
		MINI'S	Mayonnaise		Gallon Round			470 cs.
		GFF	Whipped Dressing		Gallon Round			60 cases
		GFF	80% Mayonnaise		Gallon Round			60 cases
1-May	Thur.	Pioneer Canyon	Hickory BBQ Sauce		gallon round			750 cs.
		GFF - 7 Seas Coding	Hickory BBQ Sauce		gallon round			400 cs.
		Casa Serrano	Med. Hot Salsa		gallon jug			250 cs.
		Casa Serrano	Rojo Hot Salsa		gallon jug			50 cs.
2-May	Fri.	Keefe	Mayonnaise	18 oz. Invert	1765 Need 33,000	17	19,200 33,000	2,750 cs. x 12 = 33,000
3-May	Sat.	Keefe	Mayonnaise	18 oz. Invert				Finish

(4-7)

LB 08738/-03732-0 42,300

LF 08738/-03732-0 42,300

KW 1218 Mayo → 420

PRODUCTION SCHEDULE RECAP - 5-05-08 TO 5-17-08

Updated: 4-25-08

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
5-May	Mon.	ALDI'S ULTRASPENSE	Light Mayo		32 oz.			1,250 cases
			Real Mayo		32 oz.			3,750 cases
6-May	TUES.	ALDI'S	Salad Mate		32 oz.			5,000 cases
7-May	Wed.	ALDI'S	Lite Mayo		32 oz.			1,250 cases
			Real Mayo		32 oz.			3,750 cases
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION						
8-May	Thur.	DD Mocha Have Need		120 6750				6,750 cs. x4 = 27,000
		DUMP MOCHA REWORK INTO PAILS FOR PRODUCTION						
						Rec. 5/15		
NOTE: OIL PLANT CLOSED DOWN 5/9 - 5/19								
9-May	Fri.	DD CARAMEL Have	109,670 168,750	3,500	86,200			21,000 cases x4=84,000
		Caramel- Need	84,000 84,000	21,000	42,000			
		Mocha Need	27,000 27,000		19,500			
10-May	Sat.	DD CARAMEL						Finish
12-May	Mon.	DD CARAMEL						Finish
13-May	Tue.	ARCHER FARMS - WIT GROUP	Pear Lychee - Beauty	They use all their ingredients except Citric Acid and one more item				5,076 cases
			Lavender Berry - Relax					5,076 cases
			Tropical - Build					5,076 cases
			Pink Grapefruit - Energy					5,076 cases
			Triple Berry - Motion					5,076 cases
			Strawberry Orange - Heart					5,076 cases
			TOTAL = 30,456 CASES					
14-May	Wed.	ARCHER FARMS - WIT GROUP						FINISH
15-May	Thur.	ARCHER FARMS - WIT GROUP						FINISH
16-May	Fri.	ARCHER FARMS - WIT GROUP						FINISH
17-May	Sat.	Mini's	Mayonnaise		32 oz.			
			1,300 cases of Mini's Mayo - Container loads on Monday 5/19					
		Topper's	Mayonnaise		32 oz.			1,300 cases

PRODUCTION SCHEDULE RECAP - 5-19-08 TO 5-31-08

Updated: 4-23-2008

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
19-May	Mon.	Keefe	Mayonnaise		18 oz. Invert			
20-May	TUES.	Keefe	Mayonnaise		18 oz. Invert			
21-May	Wed.	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS.
		Aldi's - Burman's	Real Mayonnaise		32 oz.	42		3,750 CS.
22-May	Thur.	Aldi's - Salad Mate	Whipped Dressing		32 oz.	55		5,000 CS.
23-May	FRI	Aldi's - Burman's	Light Mayonnaise		32 oz.	14		1,250 CS.
		Aldi's - Burman's	Real Mayonnaise			42		3,750 CS.
24-May	Sat.	NO WORK ON SATURDAY DUE TO HOLIDAY WEEKEND - ENJOY!			ENJOY!		ENJOY!	
26-May	Mon.	MEMORIAL DAY - CLOSED						
27-May	Tue.	Mini's	Mayonnaise		Gal. Round			1,050 cs.
28-May	Wed.							
29-May	Thur.							
30-May	Fri.							
31-May	Sat.							

Daily Production Report

Date: 8/1/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Salad Mate	Whipped Dressing	32oz	080108			2089 cs.	
Burmans	Mix	32oz	080108			1,666 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Burmans	Real	32oz	080108					160 cs.	to be

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/30/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel	64oz	073008			8087 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/29/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel	64oz	072908			10,394 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/28/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha Swirl	64oz	072808			10,257 cs.	
Dunkin Donuts	Carmel	64oz	072808			2840 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/10/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Minis	Real Mayo	1 Gal.	070908			127 cs.	
Burmans	Mixed Real/lite	32oz	071008			1999 cs.	
Salad Mate	Whipped	32oz	071008			1984 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold
Burmans	Real Mayo	32oz	071008				299 cs.	to be	mixed	

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/8/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Mont Blanc	Choco Syrup - Ghana	64oz	070808			537	
Dunkin Donuts	Carmel	64oz	070808			4321 cs.	
Dunkin Donuts	Carmel	64oz				300	Total Caramel = 4621 cs.

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/9/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel Swirl	64oz	070808			3200	
							Approximately 400 gal. Lost - (Tote broke)
Dunkin Donuts	Caramel Swirl	64oz	070808			805 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold
Dunkin Donuts	Caramel Swirl	64oz	070808							464 cs.
Burmans	Lite Mayo	32oz	070908				5,545	bottles		

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/8/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Mont Blanc	Choco Syrup - Ghana	64oz	070808			537	
Dunkin Donuts	Carmel	64oz	070808			4321 cs.	
Dunkin Donuts	Carmel	64oz				300	Total Caramel = 4621 cs.

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/7/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha	64oz	070708			9010 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 7/7/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha	64oz	070708			9010 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Valuation Report

by: Item Key / Location Key

Location	Description	Type	Class	On-Hand Qty UOM	:< STANDARD >>	Extended

rameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		LF894733-00205-5
Item Type	:	[All]	: End Key	:	LF894733-00225-3
Sub Type: Begin	:	[First]	Location : Begin Key:		[First]
End :		[Last]	: End Key	:	[Last]
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	7/8/2008
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

* = Accrued Receipt

Daily Production Report

Date: 7/1/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Minis	Real Mayo	16oz	070108			2285 cs.	
Red Rose	Whipped	32oz	070108			287 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold
Minis	Mayo	1 Gal	070108	986	bottles					
Red Rose	Whipped	32oz	070108							107 cs.

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/30/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Cas Serrano	Med Hot Salsa	1 Gal	063008			895 cs.	
Cas Serrano	Hot RoJo	1 Gal	063008			124 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold
Mini's	Light Mayo	1 Gal	063008	548	bottles					

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Valuation Report

by: Item Key / Location Key

Location	Description	Type	Class	On-Hand Qty UOM	:< STANDARD >>	Extended

rameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		KT1216TEAGLASS
Item Type	:	[All]	: End Key	:	KT1216TEAGLASS
Sub Type: Begin	:	[First]	Location : Begin Key:		[First]
End :		[Last]	: End Key	:	[Last]
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	7/1/2008
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

* = Accrued Receipt

Daily Production Report

Date: 6/27/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Omar	Veggie Juice	16oz	062708			1096 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/26/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Keefe	Real Mayo	18oz	062608			4769 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Valuation Report

by: Item Key / Location Key

Location	Description	Type	Class	On-Hand Qty UOM	:< STANDARD >>	Extended

Parameter Recap

Description:

Item Status	:	[All]	Item Key: Begin Key:		BT018
Item Type	:	[All]	: End Key	:	BT018
Sub Type: Begin	:	[First]	Location : Begin Key:		[First]
End :		[Last]	: End Key	:	[Last]
Product Key	:	[All]	Class Key : Begin Key:		[First]
Commodity Key	:	[All]	: End Key	:	[Last]
ABC Code	:	[All]	Rpt Valuation Basis	:	S
COGS Account	:	[All]	Period End Date	:	6/27/2008
Control Account	:	[All]	Open Layers	:	N
			Quantity Restriction	:	[All]
			Include Accrued Rcpts	:	Yes

* = Accrued Receipt

Daily Production Report

Date: 6/24/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dale & Thomas	Strawberry Lemanade	16oz	012708			84 cs.	From WIP
			010708			5 cs.	From WIP
Dale & Thomas	Iced Tea Lemonade	16oz	012708			91 cs.	From WIP
Rosmarino	Country Ranch	16oz	042208			66 cs.	From WIP
Krispy Kreme	Double Chocolate	64 oz	062408			1388 cs.	
Krispy Kreme	Latte	64oz	062408			921 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/23/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Mini`s	Mayo	32oz	062308			1328 cs.	
Salad Mate	Whipped	32oz	062308			2173 cs.	
Dale & Thomas	Lemonade	16oz	012708			133 cs.	From WIP

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

David Dettore

From: April Calvello
Sent: Friday, June 20, 2008 9:01 AM
To: Rhonda Smith; David Dettore; Linda Jones
Subject: FW: Production Report
Attachments: Daily Production Report June 08.xls

From: DiannaThomas
Sent: Friday, June 20, 2008 2:03 AM
To: Allan Simpson; Mark Georgek
Cc: Jim Jaworski; Chad Gorrell; April Calvello
Subject: Production Report

We filled 20 batches last night, and we left 1 batch each in the 600 kettles. One of the chucks broke o the capper, we were down approx. an hour total with that. Overall everything went quit smooth. Done filling at approx. 1:00 am, ran tunnel out.
Hope you have a good day!!!

Dianna

When Trevor went on his last break last night, he told Dave McLeod sees you on Tuesday and he left. He did not inform me that he was leaving, he left the cooks hanging in the back to finish the last 2 batches and cleaning. Also the time clock was not working last night when everyone tried to punch out. Everyone left at different times.

DX32

Daily Production Report

Date: 6/19/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel Swirl	64oz	061908			4015 cs.	
Dunkin Donuts	Caramel Swirl	64oz	062008			1100 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/18/2008
Supervisor: Mark/Dianna

Shift: 1st & 2nd
Line: 1

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel Swirl	64oz	061808			9627 cs.	
Archer Farms	Tripple Berry	16.9	061108			20 Pallets	Repaletize

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Labeled	Qty. To Be Reworked	Qty. On Hold

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/17/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha Swirl	64oz	061708			8612 cs.	
Dunkin Donuts	Carmel	64oz	061808				
Archer Farms	Pear Lychee	16.9	061108			56	Repalletize

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/13/2008
Supervisor: Mark/Dianna

Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
GFF	Real Mayo	1 Gal	061108			143 cs.	
GFF/Seven Seas	Hickery BBQ	1 Gal	061308			513 cs.	
Funacho	Salsa	! Gal	061308			795 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Edit Report and Post

by: Item Key / Location Key

Type	Document	Description	Apply	Reference	CV	T-Loc	Apply-To	Quantity	Amount

Report Recap

2 Transactions processed
0 Errors
4 Warnings

Parameter Recap

Description:

Item Key: Begin Key : BT016
: End Key : BT018
Apply Date : Begin Date :
: End Date :
Location : Begin Key :
: End Key :
Sub Type : Begin :
: End :

Transaction Type :
User ID :

Allow Postings with Warnings : Yes
Print Report on Post : No
Auto Post if no Errors : Yes

Daily Production Report

4,391

Date: 6/12/2008 **Shift:**

Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Archer Farms	Tropical Build	16.9	042908			324	
Archer Farms	Strawberry/Orange	16.9	061208			2927 cs.	
GFF	Whipped	1 Gal	061108			151 cs.	
Rosmarino	Cajun	18oz				347 cs.	
Rosmarino	Original	18oz				642 cs	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/11/2008

Supervisor: Mark/Dianna

7,386

Shift:

Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments		
Archer Farms	Pink Grapefruit - Energy	16.9	061008			43			
Archer Farms	Pink Grapefruit - Energy	16.9	061108			8			
Archer Farms	Pink Grapefruit - Energy	16.9	061108			1061			
Archer Farms	Triple Berry	16.9	061108			2714 cs.			
Archer Farms	Pear-Lychee	16.9	061108			681 cs.			
Archer Farms	Tropical Build	16.9	061108			2879 cs.			
Bel-Kaukauna	Whipped Dressing	Totes	061108			5	2937	2502	2509
							2829		

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
GFF	Whipped	1 Gal		610	bottles				
GFF	Mayo	1 Gal		297	bottless				

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/10/2008
Supervisor: Mark/Dianna

6.925

Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Archer Farms	Pear-Lychee	16.9 oz	042908			26 ✓	
			051508			24 ✓	
			061008			1 ✓	First Pallet (51)
Archer Farms	Pear-Lychee	16.9 oz	061008			2299 ✓	
Archer Farms	Lavender	16.9 oz	061008			2641 cs.	
Archer Farms	Grapefruit	16.9 oz	061008			1938 cs. ✓	22 pallets need transfured to Chep pallets
Bel-Kaukauna	Whipped Dressing	61008				4 Totes	2542, 2630, 2553
							2633, 2662, 2589

Work in Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/4/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Mixed Lite/Real	32oz	052208			1680 cs.	
			060408				
Salad Mate	Whipped	32oz	060408			1560 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Burmans	Lite	32oz	060408			to be	mixed	9405	bottles
Burmans	Real	32oz	060408			need	labeled	1063	bottles

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/3/2008 **Shift:**

Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel Swirl	64oz	060308			9988 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 6/3/2008 **Shift:**

Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Caramel Swirl	64oz	60208			11,723 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/30/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha Swirl	64oz	53008			2943 cs.	
Krispy Kream	DChoco/Coffee	64oz	053008			1558 cs.	
Bel-Kaukana	Whipped	Tote	053008			3 Totes	261,927,762,723

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/29/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
GFF - Seven Seas	Hickory BBQ	1Gal	52808			189	
Dunkin Donuts	Mocha Swirl	64oz	52808			2000	
Dunkin Donuts	Mocha Swirl	64oz	52908			5100	2nd. Shift

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/28/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
GFF	Whipped Ddressing	1 Gal.	52708			63	
GFF	Real Mayo	1GAL	52708			65	
Bel-Kaukauna	Whipped Ddressing	Tote	52808			7	2696, 2501, 2705, 2498, 2416, 25
						7	^2703, 2712, 2556, 2709, 2550, 25
Pioneer Canyon	Hickory BBQ	1 Gal	052808			246 cs.	
GFF Seven/Seas	Hickory BBQ	1 Gal	052808			240 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
GFF Seven/Seas	Hickory BBQ	1 Gal	052808			240 cs.		384	bottles

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/27/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Red Rose	Salad Dressing	32oz	052708			495	
Minis	Mayo	32oz	052708			560	
Minis	Mayo	32oz	052708			487	2nd
Red Rose	Sandwich Spread	32oz	052708			1018	2nd
GFF	72% Mayonnaise	1 gal.	052708			65	WIP needs labels & codec
GFF	Whipped Dressing	1 gal.	052708				

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/21/2008
Supervisor: Mark/Dianna

Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Mixed Lite/Real	32oz	052308	50608			
Burmans	Lite Mato	32oz	052308				

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/21/2008 **Shift:**

Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Mixed Lite/Real	32oz	052208	50608		2131	
Burmans	Lite Mato	32oz	052208			1158	
Salad Mate	Whipped Dressing	32oz	052208			1971	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/21/2008
Supervisor: Mark/Dianna

Shift:
Line:

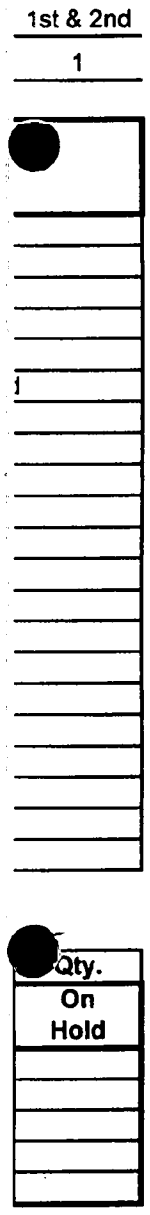
Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Mixed Lite/Real	32oz	052308	50608			
Burmans	Lite Mato	32oz	052308				

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32


1st & 2nd
1
Qty.
On
Hold

Daily Production Report

Date: 5/21/2008 **Shift:**

Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Salad Mate	Whipped	32oz	052108			3928 cs.	
Burmans	Mixed Lite/Real	32oz	050508	50608		2580 cs.	
			050608	052108			
			052008				

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0

 # Hours Ran:

Cases/Hour: #DIV/0!

DX32

David Dettore

From: April Calvello
Sent: Thursday, May 22, 2008 6:49 AM
To: Rhonda Smith; David Dettore; Linda Jones; Molly Kelsey
Subject: FW: Production Report
Attachments: Daily Production Report May 08.xls

From: DiannaThomas
Sent: Thursday, May 22, 2008 4:45 AM
To: Allan Simpson; Mark Georgek; Chad Gorrell; April Calvello
Subject: Production Report

We ran 15 batches of Salad Mate end at approx. 9pm
We ran 22 batches of Real end at approx. 4:15am

A truck came in last night for a load for Aldis, he hit one of the lamp posts. All of his info is on the inspection sheet. Vern went out and swept the debris off the driveway as best he could in the dark. Jack Hepburn has an excused day off on Friday (unpaid). Rose Dunworth will be in Thursday to fill the spot for Tomma being off.

DX32

Daily Production Report

Date: 5/14/2008
Supervisor: Mark/Dianna
Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Archer Farms	Lavender Berry	16.9oz	051408			5115 cs.	50.14 skids (102)
Archer Farms	Pear Lychee	16.9oz	051408			1326 cs.	13 skids

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Archer Farms	Lavender Berry	16.9oz	051408						

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/13/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Mini`s	Mayo	32oz	051308			293 cs.	
Topper`s	Mayo	32oz	051308			1327 cs	
Rosmarino	Thousand Island	16oz	042308			14 cs.	WIP
Rosmarino	Blue Cheese	16oz	042308			38 cs.	WIP
Rosmarino	FF French	16oz	042308			23 cs.	WIP
Rosmarino	French	16oz	042308			10 cs.	WIP
Rosmarino	FF Italian	16oz	042308			15 cs.	WIP
Rosmarino	Zesty Italian	16oz	042308			15 cs.	WIP
Green Mnt.	Thousand Island	16oz	031908			64 cs.	WIP
						19 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/12/2008
Supervisor: Mark/Dianna

Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Carmel	32oz	051208			9044 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/9/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Dunkin Donuts	Mocha	64oz	050808			1 cs.	
Dunkin Donuts	Mocha	64oz	050908			606 cs.	
Dunkin Donuts	Carmel	64oz	050908			10675 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/1/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Pioneer Canyon	BBQ	1 Gal	050108			329 cs.	
Keefe	Mayo	18 oz	050108			426 cs.	
Bel-Kaukana	Mayo	Tote	043008			2 Totes	2620 & 2517 lbs.
Mini`s	Mayo	1 Gal	050108			480 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Keefe	Mayo	18 oz	050108			approx.	8400	bottles	

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/7/2008
Supervisor: Mark/Dianna

Shift:
Line:

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Mixed Lite/Real	32oz	050608			1920 cs.	WIP
Salad Mate	Whipped	32oz	050708			540 cs.	
Burmans	Mixed Lite/Real	32oz	050608	& 050708		4260 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/6/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Burmans	Real Mayo	32oz	050608		to be	mixed		2063 cs.	
Burmans	Lite	32oz	050608		to be	mixed		2118 cs.	
Burmans	Mixed Lite/Real	32oz	^050508		to be	case	coded	285 cs.	

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

Comment: Burmans Mixed Lite/Real to be case c coded is already counted as WIP 1560 cs. It will b out when it is complete.

DX32

Daily Production Report

Date: 5/5/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Keefe	Mayo	18oz	050108			655 cs.	WIP
Salad Mate	Whipped	32oz	050508			2733 cs.	
Burmans	Mixed Lite/Real	32oz	050508	042608		1862 cs.	
Pioneer Canyon	BBQ	1 Gal	031908	043008		126 cs.	WIP

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked
Burmans	Real Mayo	32oz	050508			to be	mixed		180 cs.

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Daily Production Report

Date: 5/2/2008 **Shift:**
Supervisor: Mark/Dianna **Line:**

Label	Product	Size	Lot #	UPC #	Qty. On Hold	Qty. Finished Cases	Comments
Burmans	Salad Mate	32oz	050208			3306 cs.	

Work In Progress (W.I.P.)

Label	Product	Size	Lot #	QTY. Unsealed	Qty. Uncoded	Qty. Unlabeled	Qty. Uncased	Qty. To Be Relabeled	Qty. To Be Reworked

Total Cases Produced: 0
 # Hours Ran:
Cases/Hour: #DIV/0!

DX32

Week 4 Production Plan

Revised Date : 12/03/07 MAK 4PM

Date	Day	Brand	Product	Prod. Code	Size	# Bat.	Batch Size	Comments
Dec 3	Mon.	Keefe			18			
		Fit & Active	Lite Mayo		32			1660 cases
Dec 4	Tue.	Fit & Active	Lite Mayo		32			Balance of 1660 cases
		Burmans	Real Mayo		32	17		1700 cases
			White Salad Dressing		32			Balance of Day
		Oil Coming at 1 pm & 3 pm						
Dec 5	Wed.	Burmans	Real Mayo		32			3260 cases
		Salad Mate	White Salad Dressing		32			Balance of 2960 cases
		Clover Valley	Mayonnaise		32			4522 cases 365 FG
		Oil coming at 7 am						
Dec 6	Thur.	Tim Horton	Mocha		64			2000 cases Use Rework
		Keefe Kitchens	Mayonnaise		18			Remaining 818 cases needed
		GFF	Whipped Dressing		Gal			142 cases (hand pack)
		GFF	Mayonnaise		Gal			Need 15 cases (hand pack)
Dec 7	Fri.	Honest Tea	Hot Water Test					CASES LABELS
		Giuseppe's	Pizza Sauce ✓		16	1		Need 294 cases 56,000
		Giuseppe's	Picante Sauce ✓		16	1		Need 294 cases 1250 164,500
		Giuseppe's	Mild Salsa ✓		16	1		Need 294 cases 161,000
		Giuseppe's	Medium Salsa ✓		16	1		Need 294 cases 168,000
Dec 10	Mon.	Big Hug	Labeler Test					As much of first shift as necessary
		Big filler will be down for conveyor and capper installation, cleaning, etc.						
		Rosmarino	Meat Flavored		26	2		Need at least 195 cases - run xtra for invent
		Rosmarino	Mushroom		26	2		Need at least 350 cases - run xtra for invent
		Rosmarino	Romano Cheese		26	2		Building inventory

12/5

Dec 11	Tue.	Fit & Active	Light Mayonnaise		32			1425 cases
		Burman's	Real Mayonnaise		32			4245 cases
Dec 12	Wed.	Burman's	Real Mayonnaise		32			Balance of 4245 cases
		Salad Mate	White Salad Dressing		32			2180 cases
Dec 13	Thur.	Clover Valley	Real Mayonnaise		32			WRAP LABELS
		Red Rose	White Salad Dressing		32			400 cases LF070163-89165-4 62,800
		Red Rose	Sandwich Spread		32			1026 cases LF070163-89170-8 42,000
Dec 14	Fri.	Giuseppe's	Creamy Italian		16	2		Need 174 cases
		Giuseppe's	Thousand Island		16	4		Need 371 Cases
		Giuseppe's	Blue Cheese		16	2		Need 157 cases
		Rosmarino	Zesty		16	5		Label 2 pallets for GFF, 2 pallets for RM, brite stock remainder
		Rosmarino	Ranch		16	0		Label From WIP
		GFF	Light Ranch		16	3		240 cases

CAPS

Bottles

BT018 Ribbed Mayo

Cardboard

ARROWHEAD SYSTEMS, INC.

The Dominant Force in Material Handling

A PROPOSAL FOR

INTERNATIONAL CUSTOM PRODUCTS

DUBOIS, PENNSYLVANIA

AHS Proposal No. AHC-04801-02

Contract Four – Conveyor Construction

December 1, 2004

3255 Medalist Drive 54902 – P. O. Box 2408 – Oshkosh, WI 54903 USA 920.235.5562
www.arrowheadsystems.com

DX35

GIU00340

December 1, 2004 PROPOSAL NO. AHC-04801-02

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December 1, 2004

PROPOSAL NO. AHC-04801-02

1. INTRODUCTION

As subsidiaries of Arrowhead Systems, Inc., Arrowhead Conveyor Corporation and Busse/SJI Corporation have been designing and building manual and automated container and material handling equipment for a combined period of over 120 years. Today, the Arrowhead Systems group offers one of the broadest container handling and material handling product lines in the market.

The purpose of this proposal is to provide a HIGH QUALITY SOLUTION for your material handling needs.

The following pages provide detailed information and specifications for a system configured to fit your specific needs. Depending on the equipment, as the cover page indicates, this document will be presented by Arrowhead Conveyor and/or Busse/SJI.

1.1. Contact Information

Arrowhead Conveyor proposes to design and manufacture equipment for:

- **INTERNATIONAL CUSTOM PRODUCTS**
  ATTN: MR. GEORGE BENNETT
  P.O. BOX 687
  OKLAHOMA-SALEM ROAD
  DUBOIS, PA 15801
  PHONE: 814-375-9600
  ASIMPSON@ICPUSA.NET

- **ARROWHEAD CONVEYOR CONTACT:**
  KEVIN J. HOPPE
  920-235-5562, EXT. 374
  FAX: 920-235-3638

  SALES MANAGER CONTACT:
  JEFF KAPLAN
  708-386-9770
  FAX: 708-386-9774

Arrowhead Systems, Inc. will supply equipment to handle the product(s) specified in the Product Data Table listed in this proposal.

Buyer will be responsible for supplying the items as specified in the Clarifications and Exceptions section of this proposal.

2. PROJECT SCOPE

Arrowhead Systems, Inc. proposes to furnish product handling conveyor equipment, controls and installation, to take the various products from the initial starting points, to and from the various machines on the proposed layout up to the palletizers.

3. PRICING AND QUOTE SUMMARY

Arrowhead Systems, Inc. proposes to furnish the following stainless steel and mild steel construction conveyor equipment including electrical controls, mechanical installation and electrical installation, as per Arrowhead layout drawing #E-29858 revision E.

3.1. Pricing

3.1.1. Base Price for Equipment, Controls and Installations $3,541,200

3.1.2. Equipment Options $352,100

Spray Cooler

- Manual CIP System for *Second* 12' x 84' Double Deck Pasteurizer/Cooler Sanitation
  - Manually controlled Steam Eductor Tank Heaters in tempering and cooling zones (4 heaters per Zone, Hot Hold Zones use the Pick and Penberthy Heaters).
  - Steam pressure reducing valve to control steam pressure to 25-30 PSI for the Eductors.
  - Internal 360° Rotary CIP Nozzles above each Belt on both decks on each pump zone (16 total).
  - Manual Valves and Dial Thermometers for System Set-Up and Operation (uses main Cooler pumps for rotary nozzle operation).
  - Upgrade main spray nozzles to stainless steel.
- Plate and Frame Heat Exchanger System to Interface with Customer Supplied Cooling Tower
  - Re-circulating pump for Cooling Tower to Heat Exchanger loop.
  - One (1) Alfa Laval Plate and Frame Heat Exchanger with SS plates.
  - Piping, valves, and fittings to connect Heat Exchangers to the Cooler with Heat Exchangers positioned adjacent to Cooler. RTD, PID digital temperature controller, and proportional process control valve to regulate flow of customer supplied chilled water.
  - RTD temperature probe and PID temperature controller to regulate Cooler water temperature by supplying an analog signal to the cooling tower system controller. Cooling tower system controls supplied by the Customer.
  - Electrical controls for Cooler/Warmer side heat exchanger pump and temperature controls incorporated into main Cooler/Warmer control panel.
  - All piping between heat exchangers and the cooling tower and chilled water source to be supplied and installed by Customer. Piping schematics supplied by Busse/SJI.
  - External cooling tower foundation or mounting platform to be supplied and

installed by customer.

Depalletizer

- Flavor Change
  - Operator initiated, flavor change will lower pallet from hoist and back the load out of the hoist, staged pallets will automatically back to loading conveyor for removal by fork lift.
- Self leveling feet on pallet conveyor
  - Does not apply to Depalletizer Hoist and Pallet Stacker.

3.1.3. **Lead-time:** Is to be decided upon receipt of order placement. A firm shipping schedule will be established after the receipt of order and finality of all specifications and information required (including approved layout drawings) to begin engineering.

4. SCOPE OF SUPPLY

DEPALLETIZER

The application requires a depalletizer to handle 8-26 oz. glass and plastic containers at 500 CPM. The standard Busse "W" Series Depalletizer is capable of approximately 3 - 4 sweeps per minute; however, this rate can be increased with the purchase of additional options. Actual throughput in containers per minute will be calculated upon receipt of all container dimensions. The model that Busse/SJI would recommend for this application is the Classic "W" Series "W3002" (*based on Busse standard specifications*) and would include the following:

- W3002 Depalletizer General Machine Configuration
  Model No. – W3002
  Machine Flow - Inline (empty pallet conveyor beneath the bed)
  Machine Automation –Automatic
  Machine Hand –Right
  Empty or Full Containers - Empty
  Pallet Conveyor Top of Chain Elevation – 12"
  Accumulation Bed Elevation – 13'-0" (the elevation at which the containers are discharged)
  Maximum Load Size - 44" x 56" x 110"
  Load Capacity –4000 lbs.
  Pallet Orientation - Narrow Way
  Electrical Power - 460V/3 Phase/60 Hz/60 Amp
  Control Voltage – 24 VDC
  Compressed Air – 14 SCFM at 80 psi
  UL Label on Electrical Panel – Not Included
  Plant Ambient Temperature - 40°F (4.4°C) to 100°F (38°C).

  NOTE: IF AMBIENT TEMPERATURES EXCEED 100°F (38°C), BUSSE/SJI RECOMMENDS THE USE OF A PANEL AIR CONDITIONER TO RAISE THE MAXIMUM AMBIENT TEMPERATURE LIMIT TO 110°F (43°C). HIGHER AMBIENT TEMPERATURES NEED TO BE REVIEWED BY BUSSE/SJI ENGINEERING ON A CASE BY CASE BASIS. PANEL AIR CONDITIONER CAN BE PROVIDED AS A COST EXTRA OPTION.
  Paint

- Gray liquid stainless steel coating
  - Machine
  - Skins
  - Operator Platform
  - Main Electrical Enclosure
  - Electrical Junction and Pushbutton Boxes
  - Electrical Wireway
  - Main Junction Box

  Safety Yellow
  - Guards
  - Handrails

  Hoffman Gray
  - Hoffman 404 and 604 junction boxes

- AUTOMATIC POWERED PALLET INFEED CONVEYOR
  - **Conveyor 1** - 8'-0" Conveyor in front of the hoist
  - **Conveyor 2** - 10'-10" CDLR (Stages 2 Loads)
  - Three strand single #60 Chain
  - 1/8" Diamond Deck Plate between chains (Chain Conveyor)
  - Individual Photo Sensor controlled staging zones with automatic pallet advance
  - Variable Frequency Drives for smooth pallet handling
  - Reversible Operation

- HOIST
  - **4-Point Reciprocating Heavy Duty Design**
  - **Photo Eyes at Hoist entry** – to disable the hoist in the event of inadvertent entry.
  - **Hoist Doors** - Pneumatically operated for full load containment.
  - **Layer Sheet Grippers** - Two pneumatically operated grippers
  - **Individual Layer Squaring** - Provides additional load compression for unstable containers or the squaring of staggered non-round containers.
  - **Preset Container Height Selection** - With this method, operator will select a container from a pre-programmed preset selection (programmed per information from the Product Data Table).
  - **Hoist Chain Tension Monitor Kit** - In the event of a pallet jam, the hoist tensioners will compress. By adding a proximity switch to each of the tensioners, the hoist will be stopped before further damage occurs.
  - Modular construction, all electric and pneumatic controlled
  - Direct drive hollow shaft right angle gearboxes for positive power transmission to both sides of hoist, fewer parts, superior performance with minimal maintenance. Precision pallet lift platform positioning with dynamic load indexing.
  - 4 Point Pallet Lift Platform with individual chain tensioner idlers - Hoist lift chains, double chain #60 with separate UHMW chain tracks for precision guidance, low maintenance and quiet operation.

- RECIPROCATING AUTOMATIC SWEEP ASSEMBLY
  - **2-Sided Sweep with Pivoting Front Row Retainer** - Provides full containment of the layer during the hoist raise cycle and also gently stabilizes the layer during the sweep cycle allowing a smooth transition onto the accumulation bed

- **Front Row Compression Bar** - Compresses the layer of containers while it is being swept from the pallet to the accumulation bed to provide additional container stability
- Modular construction for future bolt on upgrade features
- Reciprocating sweep weldment, 4-point linear roller bearings running on precision ground shafts.
- Sweep Drive, variable speed for gentle/gradual acceleration and deceleration.
- **Light Curtain** – Operator side to stop the sweep in the event of inadvertent entry into the sweep area. The light curtain fault must be reset at the operator console to resume automatic operation.

- ACCUMULATION BED
  - **Bed Length** – 15'-0"
  - **Bed Belting** –Intralox 1100 Series
  - **Electrically Conductive Inserts** - Accumulation bed belting inserts to dissipate static electricity created by the containers
  - **Nose-over Transfer** - nose-over transfer to the metering bed.
  - Shaft-mounted gearmotor, eliminating sprockets, chains and guards which also reduce maintenance requirements.
- TOP FRAME REMOVAL
  - **Automatic Top Frame Removal Assembly** - 4-Point Perimeter, pneumatically operated, clamp fixture will pickup the top frame
- LAYER SHEET REMOVAL
  - **Automatic Vacuum Layer Sheet Removal Assembly** - Five vacuum cups and one central vacuum source provided with the machine
- DUNNAGE STORAGE
  - **Layer Sheet Bin (inline) and Top Frame Bin (inline)** - Layer sheets and top frames will be placed automatically in separate bins. The layer sheets will be positioned directly behind the hoist with side access for removal of layer sheet pallet. Top frames will be moved from a position behind the hoist to separate bin directly behind the layer sheet bin by a primary carriage. The pallet load of top frames will be removed from side access.
  - Forward reversing starter on the conveyor motor
  - 2-strand single #60 chain
  - Gravity roller conveyor
- PALLET STACKER
  - **PS-15 Inline Stacker** - Pneumatically operated scissors lift used to create stack of pallets. The forklift operator will remove stack directly from stacker. Powered empty pallet conveyor integrated into pallet stacker.
  - 1500 pound capacity
  - 2-strand single #60 chain
  - UHMW channel chain guides
  - Remote stacker controls for operation at stacker

- **CONTROLS**
  - NEMA 12 controls panel, completely pre-wired, programmed and fully tested prior to shipment. Fused main disconnect, motor starters, variable frequency drives, control transformer, programmable controller, programming documentation, and schematics.
  - Standard machine is based on a 12" top of chain elevation. Due to this being a hoist mounted panel raising the pallet conveyor elevation will result in some panel components requiring a step ladder for service.

4.1. ArrowAdvance™ Table Top and Mat Top Chain Conveyors

- **BOTTLE AND CUP LINES FROM THE DEPALLETIZER TO THE CASE PACKERS, INCLUDING**
  - Metering bed at the discharge of the depalletizer
  - Empty bottle single filer with infeed conveyor after the depllatizer
  - Single file stripper conveyor from the depalletizer to the empty bottle single filer along with pneumatically adjustable guide rails
  - Single file conveyor from the single filer to the lowerator rinser along with pneumatically adjustable guide rails
  - Single file conveyor from the lowerator rinser to the # 1 & #2 fillers and to the capper
  - Single file conveyor from the capper to the head space sterilizer and on to the cooler or the Hartness Dynac
  - Single file conveyor from the #3 filler to the cooler or the lidder / labeler
  - Full bottle single filer with infeed conveyor after the cooler
  - Single file conveyor from the single filer to the Hartness Dynac or the lidder / labeler
  - Single file conveyor from the Hartness Dynac to the PE labeler
  - Single file conveyor from the PE labeler and the lidder / labeler to the three Brenton packaging machines
  - Open top frames with UHMW wear strips & serpentine return
  - "Solus" guide rails with adjustable brackets
  - Ceiling hanger brackets
  - "H" style square tubing floor supports with adjustable feet
  - Reliance Easy Clean Plus wash down inverter duty motors with Tigear 2 flange mounted reducers
  - Dodge EZ Kleen bearings
  - Table top & mat top chains
- **POUCH LINE FROM THE CASE ERECTOR TO THE SCALE FILLER, AND FROM THE FILLER TO THE HAND CASE AREA**
  - Chain style case conveyor from the box erector to the scale filler including the gravity roller section
  - Mat top chain conveyor from the pouch filler to the 1:2 divert
  - Mat top chain conveyor from the 1:2 divert to the pouch cooler and or to the case hand pack area
  - Open top frames with UHMW wear strips & serpentine return

- "Solus" guide rails with adjustable brackets, ceiling hanger brackets (drops by others)
- "H" style square tubing floor supports with adjustable feet
- Reliance Easy Clean Plus wash down inverter duty motors with Tigear 2 flange mounted reducers
- Dodge EZ Kleen bearings
- Mat top chains
- Air knife blow-off assembly after the pouch cooler with lexan splash guards

4.2. ArrowAction™ Empty Bottle Lowerator Air Rinser

- **BOTTLE LINE SIDE GRIPPER LOWERATOR RINSER, INCLUDING**
  - Square tubing superstructure with adjustable feet,
  - Open top frames gripper chain frames with UHMW wear strips & tab return
  - Three (3) frictionless disc turns on 5 ft. centers and with a 9 ft. elevation change
  - Ionized air spray zone with spray box & piping
  - HP1873SS-K3.75SG gripper chain with SS base & replaceable bulbs
  - Dual Reliance Easy Clean Plus wash down inverter duty motors and Tigear 2 shaft mount reducers
  - Dodge EZ Kleen bearings, pneumatic take-ups
  - Slide members with hand wheel for easy in & out adjustment for the various products
  - Infeed & discharge conveyor stubs

4.3. Full Bottle Head Space Sterilizer

- **BOTTLE LINE LAYDOWN STYLE HEAD SPACE STERILIZER, INCLUDING**
  - Support superstructure with adjustable feet
  - Infeed powered conveyor laydown twist portion
  - Exposure section handling the containers on there sides
  - Discharge powered conveyor stand up twist portion
  - Open top frames with UHMW wear strips & tab return
  - Reliance s Easy Clean Plus wash down inverter duty motors
  - Dodge EZ Kleen bearings
  - HP1873SS-K7.5 table top chain with inserts

4.4. SINGLE DECK NON-EVAPORATIVE TYPE SPRAY COOLER

- **GENERAL MACHINE CONFIGURATION**
  - Model No: 12x84 Spray Cooler
  - Pump Side Location: Right Side
  - Line Elevation: 48" standard, (+3"/–3" ADJ.)
  - Electrical Power: 460V/3Ø/60HZ
  - Control Voltage: 120VAC
  - Compressed Air – Less than 1.0 SCFM at 65 PSI

- Discharge High Pressure Air Knife

- **GENERAL CONSTRUCTION**
  - All exposed materials are Stainless Steel (except as noted) with sheet materials of Type 304 and shafts of Type 303. Internal structure is 2B finish; external finish is #4 polish.

- **PROCESS ZONES**
  - Cooling Zones:
    - 84' long Cooling Zone consisting of Five (5) zones, each having its own centrifugal pump with basket strainer and butterfly isolation valve between pump and sump. The Cooling Zones cool the contents of the containers to the mass average temperature utilizing low pressure high volume nozzles. Water flow within Cooler to be counter current to product flow. Cooling zone #1 will have two (2) pumps, one to the Sprayers and one to the plate and frame heat exchanger and then to the sprays in zone #3. Automatic diversion valves will direct the spray water to the nozzles or the sump in zone #3.
  - Internal belt return.
  - Stainless Steel Sump Access Hatchways and Cleanout/Drain Doors (five sets).
  - Overflow Drain with threaded or flanged coupling.

- **DRIVE SYSTEM**
  - AC shaft mounted Variable Frequency Compatible Drive System.
  - Variable speed for Cooler speed range as required.
  - Stainless Steel Drive and Idle Shafts.

- **PIPING: WATER**
  - External Piping – Stainless steel
  - Internal Piping – Stainless steel
  - All piping to be pre-assembled and tagged for easy re-assembly in the field.
  - External water connections provided for rapid re-fill
  - Fresh water rinse spray bar at Cooler discharge

- **TRANSPORT BELT**
  - Small raised rib plastic belting with plastic sprockets.
  - Provisions for finger transfers at infeed and discharge end.
  - Infeed and discharge top hold down covers to control cups across the finger transfers.

- **GASKETING**
  - All modules to have EPDM closed-cell gasketing between frames to eliminate water leakage. Cooler sections are caulked with marine adhesive at installation by the customer's installer.

- **BRASS SPRAY NOZZLES**
  - Large orifice, high volume, low pressure.

- **PUMPS AND MOTORS**
  - Close coupled construction
  - Single stage

- Vertical split case design
- Mechanical seals

- **LUBRICATION**
  - Standard lubrication points on bearings, journals, etc. Easily located for regular scheduled lubrication. Any points not readily accessible shall be re-piped to an accessible point. Clustered fittings when practical.

- **GUARDS**
  - Guards shall be provided at all danger areas and bolted in place for rigidity, but available for removal for maintenance and adjustment.
  - Constructed of #4 finish type 304 stainless steel.

- **MODULAR CONSTRUCTION**
  - Cooler assembled at factory to ensure proper fit and assembly. Busse/SJI recommends inspection at factory by customer prior to shipment. Customer familiarity with assembly techniques minimizes erection time at job site. Smaller Coolers can be built and shipped in one piece, but additional freight charges may be incurred by the customer due to wide load permits and restrictions.

- **DISCHARGE AIR KNIFE**
  - Full width anodized aluminum high pressure air knife supplied with pressure blower, interconnecting flex hose, adjustable mounting brackets, and electrical controls (controls in main electrical panel). Air knife will strip residual water from top of containers. Pressure blower mounted on top of Cooler at the discharge end. Air Blast brand or equivalent. Air knife mounted within the cooler end frame and integrates with discharge top hold downs.

- **DISCHARGE CONVEYOR**
  - Stainless steel construction 18" wide mat-top conveyor with 7.5" DTS-CC transfer chain, VFD duty gearmotor with drive and idle end for the DTS-C chain, idle end for the mat-top chain, and splice connection point to Arrowhead conveyor. Mat-top chain not included, but can be quoted once brand and type are confirmed.
  - DTS-C transfer allows the use of a raised rib belt for the main cooler transfer and provides self clearing conveyors.
  - Electrical controls for DTS chain incorporated into Cooler control panel.

- **ELECTRICAL CONTROLS:**
  - NEMA 4X Stainless Steel enclosure, fused main disconnect, motor starters, variable frequency drives, control transformer, mini programmable controller, programming documentation, and schematics completely pre-wired and programmed prior to shipment.
  - All work to be done in a professional manner by Busse/SJI's UL qualified Factory in accordance to JIC recommendations and in accordance with current NEC (National Electrical Code) current issue. All work at factory to be available for inspection prior to shipment to site.

- **PRE-WIRING SPECIFICATIONS:**
  - Unit to be pre-wired at factory to facilitate ease in rapid installation. Complete wiring drawing between control panel and junction boxes to be provided. Where practical, components to be pre-wired to stainless steel NEMA 4X junction boxes.

All wires and connection points to be pre-labeled. To assist in installation at the customer's site, long wire runs will be fabricated into a harness in lieu of pulling through conduit at the Busse/SJI factory Since Coolers must be disassembled for shipment, electrical conduit unions will be provided at all shipping break points. Any pre-wired components will be disconnected, wire removed from conduits, coiled, tagged, and boxed for shipment. To protect them during shipment, some conduits may also be removed and packed. Installation Contractor will be responsible to re-pull all wires through all conduits, and then cut, terminate, and re-tag as necessary. Installation contractor to provide all conduit, wire, materials, and labor for electrical connections between main control panel and cooler mounted junction boxes. Installation contractor to provide all conduit, wire, materials, and labor for main power feed to the electrical panel.

4.5. Electrical Controls

- **BOTTLE, CUP AND POUCH LINES ELECTRICAL CONTROLS FROM THE DEPALLETIZER TO THE COOLER , INCLUDING**
- NEMA 4XSS Main Enclosure Assembly
  - Main disconnect
  - Variable frequency drives
  - Control transformer
  - Programmable controller
  - Completely pre-wired
  - Main power drop of 460 VAC by electrical installation contractor
- Programming documentation, and schematics
- Motor safety disconnect mounted and wired to motors with Sealtite. Wiring from motor disconnects to main panel by electrical installation contractor.
- Remote devices mounted only. Wiring of remote devices to main panel by electrical installation contractor.
- TESTING - System will not be set up and tested prior to shipping.
- All reconnection at customer's plant site is the responsibility of electrical installation contractor.
- STARTUP - Startup assistance is included in this proposal.
- Ethernet PLC's
- 24 VAC Control Voltage
- Devicenet Control of VFD's
- Ethernet AB Panelview Plus 1000 HMI's

4.6. HI-SPEED 1:2 SLAT DIVERTER

- Hi-Speed Magna Switch unit with controls
- Stainless steel washdown construction
- System Configuration
  - Infeed powered transfer rollers
  - Photo eye mount
  - 4' W x 8' L conveyor bed, stainless steel
  - 1:2 divide pattern
  - Outfeed powered transfer rollers

- Lexan cover over the machine. Access doors are located on the operator side of the machine and are magnetically interlocked. If the doors are opened the machine is stopped.
- 2 stage deceleration outfeed conveyor, 42" L x 48" W plastic belt outfeed conveyor
- Jam eye full width (to view across entire conveyor)

- Motor Control
  - Allen-Bradley AB 160 variable speed drive
- Additional Features:
  - High temperature plastics for product temp. 190°
- Power:
  - System requires 460V AC, 3 Phase, single drop power source
- Air:
  - 60-80 psi for 3-5 CFM typical

4.7. TUCS EQUIPMENT, INC. TWO LANE X 32; LINEAR POUCH COOLER

- **GENERAL DESCRIPTION**
  - The cooling of hermetically sealed, flexibly packaged sauces from 185°F to 100°F at a rate of 30 packages, 7 lbs each, per minute. 50°F available plant cooling water.
  - The machine quoted herein is a single pass, 2 lane chilled water linear cooler designed for project specifications of 12,600 lbs per hour thru put (30 pouches per minute at 7 lbs each). Machine consists of a dual lane tank with each lane containing a stainless steel belt to move the product through and out. The tank cools the product from 180°F to 100°F utilizing customer provided 50°F water passing through a process water heat exchanger. Agitation within each tank is supplied by a high volume, low pressure vortex inducing air bubbling system.
- **32' CHILL SYSTEM WITH PRECOOLER**
  - Approximate overall dimensions: 64" wide X 32' long X 54" high
  - Constructed of 316L and 304L stainless steel excepting friction surfaces which are of Delron or UHMW plastic
  - Bottom tank is 12 gauge, double wall construction
  - Bottom tank is insulated, 2½" minimum "foam-in-place" urethane
  - Product conveyors are stainless steel flat wire belting with 1" openings
  - Adjustable stainless steel legs with anchor pads.
  - Tank bottom sloped to a 3" drain
  - Pre piped for single point connections to utilities
- **TANK AGITATION:**
- Process water agitation is provided by a stainless steel air bubbler pipe located centrally in each lane. The pipes are connected in each of the two lanes so as to yield uniform air agitation throughout the entire length.
- Air agitation for each tank provided by 2½ Hp regenerative low pressure, high volume air pump.
- **WATER CIRCULATION:**
  - Cooling system for the tank consists of two independent water loops connected

through a heat exchanger in a counter-flow arrangement.
- Process water loop: 2 Hp, NEMA 4 TEFC pump to circulate water from the tank, through filter, through the heat exchanger and back to the tank.
- Cooling water loop: customer provided 50°F. water at a 400 gpm flow rate. Heat removal capacity required by customer system will be 1,200,000 Btu/hr allowing for a 20% safety factor and a 6°F temperature rise.

- **MECHANICAL:**
  - None supplied. Cooling accomplished using clients existing chilled water system
- **TUCS MODEL TVC-12 LIFT CONVEYOR**
  - For the lifting of hot packages from customers packaging outlet conveyor up and into the linear chiller.
  - Stainless steel construction
  - Over/under belt design trapping pouches and enabling steep inclines
  - Floating top trapping belt
  - Approximately 6' lift
  - 12" wide Intralox belting with built in grips
  - 4" heavy duty swivel casters with stainless steel wheels
  - adjustable heights, inlet and discharge
  - two (2) ½ Hp belt drives controlled by one Variable Frequency Drive
- **CHILLER – PRODUCT OUTLET CONVEYOR**
  - Cross feed conveyor placed outside the exit end of linear chiller, designed to accept chilled packages being discharged from either lane of the linear chiller. Conveyor to discharge chilled product approximately 1' from side of chiller
  - Stainless steel construction where ever possible
  - Conveyor mounted on swivel casters with locking wheels
  - Intralox food grade belting, 18" wide, approximately 8.5'long
  - ½ Hp variable speed drive
  - Nema 4 control panel
- **CONTROLS:**
  - Controls enclosed in NEMA 4X control panel
  - PLC controller
  - Allen Bradley PV600 operator interface, custom software
  - MircroLogix motor starters and disconnects supplied
  - Display of tower water and process water temperatures within each tank

4.8. ArrowElite™ Table Top Chain Conveyors

- **CASE HANDLING CONVEYORS FOR BOTTLE, CUP AND POUCH LINES CASE PACKERS TO THE PALLETIZERS, INCLUDING**
  - Chain style case conveyor from the shrink wrapper to the second shrink wrapper and or to the Ryson spiral elevator
  - Chain style case conveyor from the Ryson spiral elevator to the #1 palletizer including accumulation zones and gravity roller conveyor
  - Chain style case conveyor from the case erector to the Brenton cup loader and to

the case sealer
- Chain style case conveyor from the case sealer to the #2 palletizer including accumulation zones and gravity roller conveyor
- Chain style case conveyor from the case erector to the pouch hand case area
- Chain style case conveyor from the pouch hand case area to the #3 palletizer including accumulation zones and gravity roller conveyor
- Open top frames with UHMW wear strips & slider return
- Chain drop down zones for accumulation
- Guide rails with brackets where necessary
- Ceiling hanger brackets
- "H" style floor supports with adjustable feet
- Reliance EM inverter duty motors with Tigear 2
- Table top & mat top chains

4.9. Ryson Spiral Conveyor

- Ryson spiral elevator for handling full cases of bottles, including 16" overlapping slats to facilitate an elevation change up to 10'-01" at the discharge. The spiral will be powder painted with a standard color. The spiral conveyors require only one drive motor, which is included in the above pricing.
  - Two proximity switches are also included, one for the overload safety device and one for the automatic chain tensioner
  - Easy to Install
    - Most spirals are shipped in one piece, pre-assembled and pre-tested
  - Overlapping Slats
    - The overlapping slats provide a smooth efficient conveying surface suitable for a wide variety of load types and sizes. The slats are made of a fiberglass reinforced Polyamide. The slats can be furnished with friction inserts to accommodate slick products such as plastic totes or frozen items
  - Low-Maintenance
    - Ryson Spiral Conveyors are designed for low maintenance and ling life. Only high quality components, requiring low maintenance, are used throughout. The roller bearings are sealed and lubricated for life. The chain is of heavy-duty chrome plated construction, is lubricated from the factory and needs no further lubrication, unless exposed to solvents or extreme temperature fluctuations. The slats and carriers need no maintenance and can easily be replaced as single components without the use of special tools.
  - Proprietary Chain Slat Arrangement
    - An innovative chain slat arrangement provides for low friction operation, reducing power requirements. The conveyor slats are supported by precision steel roller bearings, which ride on a polyurethane guide surface. The guides are imbedded in an extruded aluminum profile, which in turn supports the spiral track. This arrangement efficiently takes up the side forces caused by a tight radius and at the same time increases the load carrying capacity of the chain. This arrangement also facilitates smooth operation, low noise generation, high speed and long life.
  - Built-in Protection

- All spirals are equipped with an automatic chain tensioning device and built-in overload protection. The chain tensioning device is spring operated and a proximity sensor detects the correct operating position of the device. Overload protection is accomplished by mounting the drive motor on an adjustable torque arm arrangement that will rotate during an overload condition. This motion will be detected by a proximity sensor that will cause the motor to stop.
- Frame work, special overlapping slat chain, and drive motor

4.10. Electrical Controls

- **BOTTLE, CUP, POUCH AND CASE LINES ELECTRICAL CONTROLS FROM THE COOLER TO THE THREE PALLETIZERS, INCLUDING**
- 12 Main Enclosure Assembly
  - Main disconnect
  - Variable frequency drives
  - Control transformer
  - Programmable controller
  - Completely pre-wired
  - Main power drop of 460 VAC by electrical installation contractor
- Programming documentation, and schematics
- Motor safety disconnect mounted and wired to motors with Sealtite. Wiring from motor disconnects to main panel by electrical installation contractor.
- Remote devices mounted only. Wiring of remote devices to main panel by electrical installation contractor.
- TESTING - System will not be set up and tested prior to shipping.
- All reconnection at customer's plant site is the responsibility of the electrical installation contractor
- STARTUP - Startup assistance is included in this proposal.
- Ethernet PLC's
- 24 VAC Control Voltage
- Devicenet Control of VFD's
- Allen Bradley Components

5. SCOPE OF INSTALLATION

5.1. MECHANICAL INSTALLATION

5.1.1. SCOPE

D&D Industrial Contracting, Inc. will provide all of the essential supervision, labor, tools, and equipment required to properly install conveyor and packaging equipment as described and illustrated in the following section.

D&D will perform the mechanical installation on behalf of Arrowhead Systems, Inc. Arrowhead Systems, Inc. will take full responsibility of the work performed. Arrowhead Systems, Inc. will have personnel on site as often as needed to manage the project.

The scope includes:

- Remove to storage existing equipment (not required)
- Relocate existing equipment (not required)
- Provide labor and materials to install new equipment (see item list)
- Field cut existing conveyor to suit new design

5.1.2. MECHANICAL INSTALLATION

D&D Industrial Contracting, Inc. will provide all "non-union" labor, tools, equipment, materials and supervision required to mechanically install the supplied equipment as listed in this proposal.

5.1.3. START-UP ASSISTANCE (NOT REQUIRED)

Please refer to Field Service Bulletin #2005 for labor rate allowance (Section 10.1). Price does not include remobilization charge or equipment rental.

5.1.4. ADDITION TO THE CONTRACT

Any additional work performed beyond the scope of the project will be invoiced per Field Service Bulletin #2005. Prior approval will be obtained before the installer will perform any work that is considered additional to the written contract.

Only written documents comprise the entire contract between the contractor and the customer. There will be no verbal conditions or agreements outside of this quotation. Modification can therefore, only be obtained by a written agreement between both parties

5.1.5. INSTALLATION MATERIALS AND SERVICES

- Miscellaneous fasteners, steel and anchor bolts
- All consumable materials: gas, saw blades, welding rods, etc.
- Header and hangers steel (painted mild steel)

5.1.6. EQUIPMENT

- Welding and burning equipment
- One (1) lot of power tools
- Fork and man-lift equipment

5.1.7. UNLOADING

If the contractor is on the installation site at the time of delivery, the contactor will unload all supplied equipment. Equipment will be off loaded and stored within 200 ft. of the installation site.

5.1.8. UNCRATING AND DISPOSAL OF MATERIALS

The contractor will provide the necessary labor to remove and dispose of all shipping and crating materials. The cost for disposal containers and disposal cost will be provided by the plant.

5.1.9. ELECTRICAL EQUIPMENT

The electrical contractor will install all electrical devices including but not limited to, control panels, brackets, push button stations, wire way, cable trays, conduits and motor control panels.

5.1.10. GENERAL ASSUMPTIONS PERTAINING TO THE CONTRACTOR

- Installation is scheduled Monday – Saturday at ten (10) hours per day
- One (1) mobilization included

5.1.11. GENERAL ASSUMPTIONS PERTAINING TO THE CUSTOMER

- Customer to Supply:
  - Normal utilities 110v/220v, etc.
  - Sanitary facilities
  - A clear, unobstructed path for all equipment
  - Adequate lighting and heating
  - A truck level dock door
  - A disposal container and all disposal costs
- Building Assumptions
  - The floor and ceiling construction must adequately support the load imposed by all equipment and contents (no special shoring will be required)
  - All equipment listed within this proposal will be installed in a clear and unobstructed area. This area should be free of a pre-hungdrop ceiling, lighting fixtures or other building materials obstructing access to the ceiling bar joist.
  - Building must be equipped with truck doors that are large enough to accept the equipment listed within this proposal.

5.1.12. ITEMS NOT INCLUDED

- Demolition of existing equipment including:
  - Skidding
  - Strapping
  - Weather protection
  - Transport to outside warehouse
- Installation of equipment not listed in this proposal
- Job site preparation including:
  - Removal of pallet racks, finish goods or raw materials
  - Temporary fork-lift barriers
  - Plastic dust curtains
- Modify existing or install new utility lines including:
  - Compressed air
  - Water
  - Gas
  - Fire sprinkler system
  - Process piping
  - Exhaust stacks
  - Lighting
  - Conveyor drip pans and drain piping
  - Soap lube system
  - HVAC duct work
- Building modifications including:
  - Concrete work
  - Floor drains

- Wall and room penetrations
- Epoxy floor coatings
- Curbs and concrete bases
- Installation or removal of fork-lift barriers
- Remove and disposal of hazardous materials
- Reinforce building structural steel
- Modify or install a drop ceiling

- Modifications or repairs to customer supplied equipment including:
  - Provide or install machine pedestals
- Modify – provide – install (unless listed in this proposal):
  - Operator platforms
  - Catwalks
  - Crossover ladders
  - Safety nets

5.1.13. INSTALLATION SERVICES

- Line 1 – Bottle Line
  - Conveyor
    - Table top conveyor
    - Brenton bundle conveyor
    - Case conveyor
  - Equipment
    - Depalletizer
    - New platform/catwalk (install only)
    - Combiner – pressureless
    - Sure grip lowerator/rinser
    - Piston filler "A"
    - Piston filler "B"
    - Capper
    - Bottle coder
    - Induction sealer
    - Fill height detector
    - Head space sterilizer
    - Short stoke pusher
    - Cooler
    - Combiner – pressureless
    - Hartness dynac
    - PE labeler
    - Brenton H/S lane divider #1
    - Brenton shrink wrapper bundler with heat tunnel
    - Brenton H/S lane divider #2
    - Brenton H/S lane divider #3
    - Brenton tray packer
    - Brenton tray/shrink with heat tunnel
    - Case turner
    - Ryson case lift

- Line 3 – Cup Line
  - Conveyor
    - Table top conveyor
    - Case Conveyor
  - Equipment
    - Cup filler
    - Twist fitting
    - Twist fitting
    - Lid applicator
    - Label applicator
    - Brenton cup loading system
    - Wexxar case erector
    - Wexxar case sealer
- Line 4 – Pouch Line
  - Conveyor
    - Mat top conveyor
    - Case Conveyor
  - Equipment
    - Pouch filler
    - H/S lane divider #2
    - Tucs pouch cooler
    - Wexxar case erector
    - Wexxar case sealer
- Line 5 – Bag-N-Box
  - Conveyor
    - Case Conveyor
  - Equipment
    - EMC case erector
    - Pearson bag-n-box
    - Data scale filler

5.2. ELECTRICAL INSTALLATION

5.2.1. SCOPE

McGraw Electric is to provide the labor and material required to install the field wiring on a straight time installation schedule over sixteen weeks.

McGraw Electric will perform the electrical installation on behalf of Arrowhead Systems, Inc. Arrowhead Systems, Inc. will take full responsibility of the work performed. Arrowhead Systems, Inc. will have personnel on site as often as needed to manage the project.

This is based on layout drawing #E-29858, Rev. E, dated 6-21-04, sheets 1 and 2 and the following assumptions:

- The cable tray system that will be installed by others will include the additional cable tray required to match the Arrowhead equipment layout and accommodate all the

required tray cables for the conveyors and the depalletizer and meet or exceed all local and national code requirements.

- The cable tray will be installed to that the maximum overall distance between the tray and the equipment is thirty feet.
- Additional conduit drop locations will be required to accommodate the new layout.
- All control panels, push button stations, disconnect switches, devices, components and Brad Harrison type cords will be provided by others.
- We have included the feeder to the seven (7) control panels that will be provided by Arrowhead Systems, Inc. The three control panels that are located along the fill room wall will originate at the power distribution panel (DPB) located adjacent to the cooler panels. The two cooler control panels will originate from the adjacent power distribution panel (DPB). The two control panels in the palletizing area will originate at the adjacent power distribution panel (DPA).
- We have not included any house keeping pads for the control panels.
- We will verify all motor rotations and I/O wiring.
- All disconnect switches will be mounted and the load side wiring to the motors installed by others prior to the installation in Dubois.
- The Arrowhead cooler and the Tucs cooler will be pre-wired or cabled as applicable prior to installation. McGraw Electrical will re-assemble the coolers as required and install the conduit and write to their control panels. We based the depalletizer on a plug and play type installation.
- We have not included any assembly or writing of the equipment that is not provided by Arrowhead.
- Included is one week of standby assistance, 40 hours, 1 man at straight time rates
- All sensors will be mounted by others where practical prior to shipping
- The quote is based on the motor device and feeder information received by email Monday, November 29, 2004 at 9:30AM from Jim Wussow of Arrowhead Conveyor.

5.2.2. CLARIFICATIONS & EXCEPTIONS

- We have not include a permit, bond or sales tax
- We based the length on the building bays being approximately 46' between the numbered columns (1-6) and 75' between the lettered columns.
- We have not included any 480 volt power distribution panels, 480 breakers, 480 volt fused switches, 120/208 volt or 120/240 volt panels, breakers or transformers.
- No painting, programming, CAD drawings or clean up of unidentifiable debris is included
- We have not included any task lighting convenience receptacles or weld receptacles.
- Operated lifting equipment to be provided by others
- McGraw Electric intends to joint venture with a local contractor and utilize the local work force and suppliers in the area.
- The cost breakdowns are for accounting purposes only.

6. SPECIFICATIONS

"W" Series Depalletizer Mechanical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Main Frame:	3/16" wall mechanical tubing	
Accumulation Bed:	10 gauge formed channel	
Shafts:	Turned, ground and polished shaft, 1¼" min.	
Bearings:	Dodge 4 bolt/2 bolt	
Gear Boxes:		
Hoist:	Eurodrive	
Bed:	Eurodrive Snuggler	
Sweep:	Eurodrive	
FPC:	Dodge Tigear	
EPC:	Eurodrive	
Sprockets:	Hardened with Taper Loc/QD bushings where required by application	
Motors:		
Hoist:	Eurodrive	
Bed:	Eurodrive	
Sweep:	Eurodrive	
FPC:	Reliance E-master	
EPC:	Eurodrive	
Chain:	ANSI single #80 *(hoist)* ANSI single/double #60 *(conveyor)* ANSI single #50 *(conveyor drive)*	
Timing Belts:	Gates	
Filter and Regulator:	Numatics	
Air Cylinders:	Numatics	
Pressure Switch:	Numatics	
Air Valves:	Numatics	
Dump Valve:	Numatics	
Tubes and Fittings:	Polyethylene tubing Fittings are "Push In" connection	
Brakes:	Eurodrive Electric	
Signage:	English	
Leveling Adjustment:	Shims *(provided by customer)*	

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"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Enclosure:	Hoffman NEMA 12	
Enclosure Light:	None	
Enclosure Cooling:	N/A	
Main Disconnect Switch:	Through-door Square D, P/N SQD9421LN4. **NOTE:** Disconnect is lockable when cabinet door is open.	
Supplemental Protection:	Allen-Bradley 1492-SP Series	
High Voltage Distribution Block:	Allen-Bradley w/ clear cover	
Fuse Block:	Allen-Bradley/Bussman	
Fuses:	30 Amp and below – Ferraz Shawmut ATDR & ATQR Class CC	
	Above 30 Amp – Ferraz Shawmut AJT Class J	
Control Transformer:	Hevi-Duty	
DC Power Supply:	Allen-Bradley XL or XLP series *(Selection based on current requirements)*	
Surge Suppressors:	Allen-Bradley	
Control Relays:	Allen-Bradley 700CF / 700H	
Variable Frequency Drive:	Allen-Bradley PowerFlex 4 and 40 *(Selection based on application requirements)*	
Motor Starters:	Allen-Bradley IEC Bulletin 190E *(140M motor protector w/ 100C contactor)*	
Contactors:	Allen-Bradley 100C Series	
Motor Overload Protection:	Allen-Bradley 193 Series	
Terminal Blocks:	Wago cage clamp	
PLC:	SLC 5/03	
PLC Software:	RS Logix 500 software	
Device Labels:	Brady DAT-48-969 *(Silver tags black lettering)*	
Pushbuttons, Selector Switches & Pilot Lights:	AB 800T	
Push Button Enclosure:	Hoffman NEMA 12	
Message Display:	Allen-Bradley PV300	
Wire Markers:	Brady DAT-36-292 Self-laminating wrap around	
Photo Sensors:	General Purpose - Allen-Bradley 9000 series.	

"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
	Banner OSBLVAG for clear container detection *(where applicable)*	
	Specialty applications may use different series or manufacturer based on application requirements.	
Proximity Switches:	Allen-Bradley 871TM	
Motor Safety Disconnect:	N/A	
Light Curtain:	Banner Mini-Screen	
Hoist Entry Protection:	Photoeyes	
Beacon (No Audible):	N/A	
Wire Gauges:		
Power:	14 AWG (Min)	
Panel:	16 AWG (Min)	
Machine:	14 AWG (Min)	
Machine Cables	16 AWG	
Shielded Cable:	18 AWG (Min)	
Interlocks:	14 AWG (Min)	
Sensor Cables:	22 AWG	
Motors:	14 AWG (Min)	
Wire Colors:		
Red:	120 VAC (fused)	
Black:	220 – 575 VAC and non-fused 120 VAC	
White:	AC Neutral	
Blue:	24 VDC	
White w/ Blue trace:	DC Neutral	
Yellow:	Interlocks with other equipment	
Green or Green/Yellow:	Ground	
Machine Wiring Methods:	Busse/SJI utilizes multi-conductor cables (tray cable) for machine to cabinet wiring as well as machine module to machine module wiring. These cables are routed along machine framework, inside machine structures, or in an open ladder style cable tray. Separate cables are used for 24 VDC, 120 VAC and 460 VAC wires and are manufactured by Olflex.	Conduit on Full Pallet Conveyors

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"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Field Device Wiring:	All field devices have quick disconnects and utilize commercially available cables that will be routed along the machine to the appropriate termination point.	
Control Architecture:	Busse/SJI uses a distributed I/O architecture on the equipment. This means there are groupings of sensors and output devices that are wired to an I/O point located in a machine mounted junction box. This helps reduce installation time as there are fewer wires to route and terminate inside the main electrical enclosure. This can also help reduce troubleshooting due to fewer terminations between the I/O point and sensor. Busse/SJI uses a combination of Allen-Bradley's Flex I/O and Block I/O components for distributed I/O devices.	

ArrowAdvance™ Product Conveyor Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
FRAME:	
Material	Stainless Steel, #4 Polish
Construction	Open Top
Paint: Spec.	N/A
SUPPORTS:	
Type	Ceiling Hanger Brk't 3/4" or 2" Sch. 40 Stainless Steel Pipe (drop downs by others) - *CSA-106SS 1 1/2" Stainless Steel Sq. Tubing, H-Style, Adj. "Solus" Feet*
TABLE TOP:	
Chain Specs	As Required
Conveyor Sprockets	Split thermoplastic
Conveyor Chain/Belt Lubrication	None - *Lubrication by others*
Return Style	Serpentine UHMW
Wearstrip: Straight	UHMW
Wearstrip: Turn	SL-100 oil impregnated UHMW
GUIDE RAIL:	
Type	"Solus" stainless steel sheath with UHMW liner - *Solid 12 Ga. stainless steel between empty single filer and lowerator rinser*
Rail Splice Between Sections	Included

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ArrowAdvance™ Product Conveyor Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
# of Rails	Double - *Single*
Brackets	L shaped Adjustable Vertical and Horizontal - *Pneumatic adjustable brackets steel between empty single filer and lowerator rinser*
Pressure Clips	Stainless steel - *None*
DRIVE:	
Motor	- *Reliance – Easy Clean Plus Wash Down Inverter Duty (10:1 - 1.5 hp and under; 4:1 over 1.5 hp)*
Voltage	460 vac/3 ph/60 hz
Control Voltage	24 vdc
Reducer	Dodge Tigear 2 hollow shaft
Drive Train	Roller Chain (jackshafts)
Chain Guards	2 Pc. Stainless Steel (jackshafts)
Motor Mount	Flange mount
Bearing: Make	- *Dodge EZ Kleen with cover*
Ambient Temperature	50-90° F
MISC:	
Inspection Holes	None
Drip pans	None
Covers	None - *Lexan peaked roof top covers between the rinser and the fillers (stainless steel in the curves)*
TRANSITIONS:	
End Transfer	- *As required*
Side Transfer	- *Flush mounts and stainless steel dead plates*
NOTES: - Option for vacuum on empty single file. - Gravity chutes and twists after the cup filler	

ArrowAction™ GR-500 Gripper Rinser Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
FRAME:	
Material	Stainless Steel #4 polish
Paint: Spec.	N/A
Chain Lubrication	Lincoln Lube System

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ArrowAction™ GR-500 Gripper Rinser Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
ELEVATIONS:	
Infeed	156" +/- 2"
Discharge	48" +/- 2"
CONFIGURATION:	
Model	GR500 Air Rinser
Style	"S" – Three Disc Lowerator
Chain Type	HP1873SSG-K3 3/4SG (or equivalent)
Bulb Type	To be designed
Adj. Width	To be designed
Turn Type	Frictionless Discs
DRIVE:	
Motor	- *Reliance - Easy Clean Plus, wash down inverter duty*
Reducer	Dodge Tigear 2
Voltage	460 VAC/3 PH 60 Hz
Control Voltage	24 VDC
Bearings: Make	- *Dodge SC plated*
REQUIREMENTS:	
Drain Time (seconds)	N/A
Drip Pan	Not Included
Water Rinse	Not Included
Spray Zones	One
Air Rinse	AC Ionized Air
MISC:	
Infeed conveyor	Included 3' long (refer to conveyor specification sheet)
Discharge conveyor	Included 5' long (refer to conveyor specification sheet)
Infeed product stop	Bladder Stop
Handcrank Location	Required (left or right in direction of flow)
End Turn Guards	Stainless Steel
Electrical Controls	- *Included with Line Controls (see controls description and specifications)*

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12X84 Spray Cooler Mechanical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Main Frame:	Modular Construction Stainless Steel T304, #4 finish	
Shafts:	Precision Square Stainless Steel (drive & idle)	
Bearings:	Rexnord Roller Bearings with "M" Seals	
Gear Boxes:	Shaft Mount Nord or Eurodrive	
Sprockets:	Split Square Bore Temperature Stable Thermoplastic	
Motors:	VFD Duty Nord or Eurodrive. If required, arranged in dual load sharing configuration.	
Chain:	Mitsubishi (roller)	
Filter and Regulator:	Numatics	
Air Valves:	Numatics	
Dump Valve:	Numatics	
Tubes and Fittings:	SMC	
Water Valving:	Below 2": Hammond Ball Valve with bronze body and stainless steel ball.	
	Above 2": Spears CPVC butterfly valves for low temperatures, Nilcor brand for high temperature.	
Pneumatic Actuators for Automatic Valves:	Jamesbury	
Temperature Sensors:	Pyromation RTD in a stainless steel thermowell.	
Shaft Coupling:	Stainless Steel	
Transport Chain:	Polypropylene Raised Rib	
Transport Chain Support:	Busse/SJI Exclusive Replaceable Tab-Lock Offset Slider Bed	
Transport Chain Return:	Internal.	
Container Infeed and Discharge Transfers:	Infeed Conveyor with Short Stroke pusher and finger plate transfer and discharge conveyor with DTS-C transfer chain.	
Water Recirculating Pumps:	Paco closed coupled single stage with mechanical seals and NEMA JM frame motors.	
Suction Filtration	Hayward Basket Strainers	
Temper Section Water Heater:	Penberthy steam ring heater.	
Hot Hold Section Water Heater:	Pick direct steam injection heater.	

12X84 Spray Cooler Mechanical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Steam Proportional Control Valves:	Bauman	
Steam Piping:	Schedule 80 Black Iron with Class 150 malleable iron fittings.	
Exterior Water Piping:	Stainless Steel Electrically Welded Schedule 10 Pipe / Polished Tubing	
Interior Water Piping:	Stainless Steel Electrically Welded Schedule 40/10 pipe	
Spray Nozzles:	Brass high volume low pressure non-clogging nozzles.	
Water Valving:	Below 2": Hammond Ball Valve with bronze body and stainless steel ball.	
	Above 2": Spears CPVC butterfly valves for low temperatures, Nilcor brand for high temperature.	
Evaporation Blowers:	NewYork Axial	
Discharge Air Knife:	AirBlast brand anodized aluminum with New York brand painted carbon steel high pressure centrifugal blower.	

ArrowElite™ Conveyor Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
FRAME:	
Material	Mild Steel Painted
Construction	Open Top
Paint: Spec.	Steel-It Color Match
SUPPORTS:	
Type	Formed Channel Mild Steel, "H" style w/ adj. ft.
TABLE TOP:	
Chain Specs	As required
Conveyor Sprockets	Split thermoplastic
Conveyor Chain Lubrication	None
Return Style	Slider UHMW
Wearstrip: Straight	UHMW
Wearstrip: Turn	SL-100 Nylatron
GUIDE RAIL:	

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ArrowElite™ Conveyor Mechanical Specifications	
Component	**Arrowhead Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
Type	VG-A2520 aluminum extrusion with UHMW flat face covering
Rail Splice Between Sections	None
# of Rails	Single -
Brackets	L shaped Adjustable Vertical and Horizontal
Pressure Clips	None
DRIVE:	
Motor	- *Reliance – EM E-Master Inverter Duty*
Voltage	460 vac/3 ph/60 hz
Control Voltage	24 vdc
Reducer	Dodge Tigear 2 hollow shaft
Drive Train	N/A
Chain Guards	2 Pc. Stainless Steel
Motor Mount	Flange mount
Bearing: Make	Dodge Flange Bearings
Ambient Temperature	50-90° F
MISC:	
Inspection Holes	None
Drip pans	None
Covers	None
TRANSITIONS:	
End Transfer	Marbett roller dead plates
Side Transfer	Multi-chain merges and diverges
NOTES: - Accumulation zones where noted	

Electrical Construction Specifications	
Components	**Arrowhead Recommended Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
Main Enclosure:	
Manufacturer	Hoffman
NEMA	12 – Mild Steel for Cooler to Palletizer Panels 4 X – Stainless Steel for Panels prior to Cooler
Approx. Size	2 and 3- Door Enclosures
Mounting	Floor
Note: Mild Steel enclosure will be painted manufacturer's standard color unless otherwise specified.	

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Electrical Construction Specifications	
Components	**Arrowhead Recommended Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
Main Power Disconnect:	
Manufacturer	Allen-Bradley
Mounting	Flange
Protection	Fuse
Amp Rating	200 A or 100 A as required
Motor Control:	
Short Circuit Prot.	Fuse
Starter Mfr.	- Allen-Bradley
Type	IEC
VFD	- Allen-Bradley Powerflex 4 and 40
Relays:	
Manufacturer	Allen-Bradley
Type	Ice Cube Terminal Block Style
PLC:	
Manufacturer	Allen-Bradley
Model	SLC 5/05
Approx. I/O	To be designed
Other Included Components: ➢ PV600 operator interface for line control and diagnostics on Pouch Line ➢ PV1000 color operator interface for line control and diagnostics on Bottle Lines	
REMOTE DEVICES:	
Photo Eyes:	
Manufacturer	Allen-Bradley
Limit Switches:	
Manufacturer	N/A
Proximity Switches:	
Manufacturer	Allen-Bradley
Motor Safety Disconnects:	
Manufacturer	Hubbell
Remote PB Stations (E-Stops):	
Manufacturer	Allen-Bradley
Operator Stations:	
NEMA	4X – Stainless Steel
Conduit – Rigid:	
Material	N/A
Voltage:	

Electrical Construction Specifications	
Components	**Arrowhead Recommended Specifications** *(all components are subject to change without notice)* - ***Customer Specified Component Options***
Line	- 460 VAC 3 Ph
Control – low wattage	- 24 VAC
Control – high wattage	- *N/A*
AHC Std. Wire:	
Black -	Line / Motor Leads
Red -	AC Positive
White -	AC Neutral
Blue -	DC positive
Blue w/ White Stripe -	DC neutral
Yellow -	Foreign Voltage "Interlocks"
Minimum Wire Size:	
Control Panel Internal	16 Ga.
Control Panel External	14 Ga.
Line	14 Ga.

7. PRODUCT DATA TABLE

Product information is crucial with regard to providing equipment that exceeds our customers' expectations. **Please review the product data table below**. Arrowhead Conveyor cannot assume responsibility for the performance of the proposed equipment unless detailed product information is provided and the product information is accurate.

PRODUCT DATA TABLE						
PRODUCT			DATA CALCULATIONS			
	MATERIAL	DESCRIPTION	DIMENSIONS	RATE (CPM)	Product WEIGHT (lb)	SPEED (FPM) (if known)
1	Plastic	Round Mustard and Mayo Bottles	Various	Various	Empty & Full	TBD
2	Plastic	Non-Round Mustard, Mayo, BBQ, Ketchup, Salad, and Sauce Bottles	Various	Various	Empty & Full	TBD
3	Glass	26 oz. Jar	3.511" D x ?" H	350	Empty & Full	TBD
4	Plastic	8, 12 & 16 oz. Cup	4.594" D x ?" H	200	Full	TBD
5	Plastic	MYJ, KTJ, BBJ, SDJ, PLZ, SLC Pouches	TBD	TBD	Full	TBD
6	Corrugated	Cases	Various	TBD	Empty & Full	TBD

Dimensions to be given in the following order: diameter x height **or** length x width x height – specify direction product is conveyed
CPM = Containers (or product) per Minute **FPM** = Feet per Minute

DUNNAGE TABLE				
DUNNAGE	THICKNESS	MATERIAL	OVERALL DIMENSION	
			Width	Length
Layer Sheet (craftboard, plastic, typar, other):	TBD	TBD	44"	56"
Top Frame (plastic, wood, steel):	TBD	TBD	44"	56"
Pallet (plastic, wood):	TBD	TBD	44"	56"

- Busse/SJI's standard design accommodates pallet heights between 4 ½" and 6". If the pallet is shorter or taller, machine modifications will be required and additional charges will apply.
- Tolerances on length and width to be less than +/- ½". Note: If pallets, top frames, layer sheets or top cap (if applicable) exceed this tolerance, there is a risk of improper machine function and/or damage to the hoist due to possible pallet jams. Customer is responsible for identifying whether maximum tolerances are exceeded and requesting that Busse/SJI provide pricing for machine modifications.
- Pallets must be four way bulk container pallets. Busse/SJI must be notified if slat-type pallets are used.

PRODUCT DATA TABLE – DEPALLETIZER

PRODUCT			DATA CALCULATIONS						
	Material	Description	Dimensions	Container Weight	Line Speed (CPM)	Machine Speed (CPM)	CPL	LPP	Load Height
1	Glass	8 oz – 26 oz			500				
2	Plastic	8 oz – 26 oz			500				

Material – The material the container is constructed of
Description – The description of the container as referred to by the customer. If the machine includes a menu selection for containers, this is the description that will be programmed into the display.
Dimensions – Physical overall dimensions of the container as listed in the following order: Diameter x height; or, Length (longest dimension in horizontal plane) x width x height.
Line Speed – Actual throughput requirements without over speed calculated in.
Machine Speed – Line speed and appropriate over speed or maximum output of the machine based on the drive system used (does not take into consideration container handling issues). **Note:** Machine speed is subject to change following actual testing and/or review of product for container handling characteristics and container stability. In some cases, maximum machine rate cannot be determined until final field set-up is complete.
CPL (Containers per Layer) – Performance of the depalletizer is dependent upon the container pattern having the maximum number of containers per layer without extending over the borders of the pallet dimension. Additional costs may apply if the number of containers per layer is not maximized or the layer size overhangs the pallet. All layers must consistently have the same number of containers per layer. Voids may cause container-handling problems, therefore, the operator is required to correct any tipped containers resulting from voids in pattern. For non-round containers pattern layouts are required prior to order placement.
LPP (Layers per Pallet) - assume the maximum layers per pallet are used such that the overall height of the load does not exceed 110" If the load is not maximized such that the loads are less than 85" Buyer to notify Busse/SJI.
Load Height – Up to 110" maximum and assumed to be single high loads.
General Bulk Container Pallet Load Requirements –

- For proper operation, the load received by the depalletizer must be as noted in the Product Data Table.
- Buyer to verify all data and complete any incomplete information. See last page of this proposal for Product Data Information form.
- Motor Sizes and gearbox ratios will be engineered for products and rates listed on the Product Data Table. Future container changes may require machine modifications including change to the drive packages.
- Designed for maximum load weight of **(4000)** pounds, including pallets, separator sheets containers, top frame and strapping.
- Load not to lean more than 1.5° to either side. If the loads are to lean more than 1.5°, machine design changes can be made at additional charges, however, Busse/SJI must be notified prior to issuing a purchase order.
- Layer level not to vary more than ½" (due to crowning). If layers do crown more than ½", machine design changes can be made at additional charges, however, Busse/SJI must be notified prior to issuing a purchase order.

8. CLARIFICATIONS & EXCEPTIONS

8.1. Letter from George Bennett, dated October 1, 2004, regarding Terms and Conditions.

8.1.1. Please see responses in red with the attached letter.

8.2. Arro Consulting binder

8.2.1. Contract Four – Conveyor Construction

- Arrowhead Systems believes the specification as provided was written for the building contractor mostly, and for container conveyor in Division 14, Section 14550, and not for individual machine specifications and takes exception to the specification in its entirety for the Depalletizer, Coolers, Laner, and Case Spiral. Busse/SJI has reviewed the specification for the bottle cooler and depalletizer and provided options for its standard equipment based on what is believed to be applicable to the quoted equipment. Arrowhead Conveyor has reviewed the Division 14, Section 14550 and has commented below.
- Division 14, Section 14550
  - 1.2.C.8. Conveyors between the bottle rinser and capper will be covered with lexan on the straight conveyor, and stainless steel on the curves.
  - 1.4.A. See Section 7 of Arrowhead Systems Terms and Conditions that state the following: Laws, Regulations and Codes: The equipment sold hereunder is

designed and manufactured to comply with the provisions of the National Electrical Code and the American National Standard Institute's Safety Standards for Conveyors and Related Equipment (ANSI B20.1) in effect on the date of this proposal. Compliance with other federal, state or local laws or regulations, or electrical, building or other codes, standards or requirements, governmental or private, will be furnished only if expressly set forth on the face of the proposal. Arrowhead Conveyor reserves the right to make changes in the design and specifications of the equipment sold hereunder, or of any component part, to comply with any applicable law, regulation, code or standard, governmental or private, where such compliance is deemed advisable by Arrowhead Conveyor, and to make adjustments in the price charged for the equipment sold hereunder to reflect such changes. Arrowhead Conveyor shall not be responsible for failure to comply with laws, regulations and codes it has agreed to comply with when such failure results from a condition that was not contemplated at the time of the proposal or from alteration of the equipment by persons other than Arrowhead Conveyor or from an option or accessory to the equipment which was available to Buyer but omitted at Buyer's direction, or from design or instructions provided by Buyer.

8.2.2. Contract Six – Automation

- Please see the Conveyor Construction bid sections on Programming and Integration for the automation supply as it relates to the conveyor. This was done within the conveyor bid because it is integral to the conveyor operation.

8.3. Arrowhead Conveyor Standards

8.3.1. Conveyor section lengths if listed in this proposal are for overall line layout description purposes only. Actual supplied section lengths will be determined during the engineering process following order placement. The overall line layout from point A to point B will remain as described in the proposal and/or as shown on the referenced drawing.

8.3.2. If applicable, the cost for any over-width/over-height permits, flagmen, escorts, etc. will be charged in addition to mileage. It is assumed that, if required, all destinations will be accessible by tractor/trailer. Typically, equipment will be skidded (not crated). Wide load flat bed trailers may be required for over size loads. Maximum standard skid size is 96" wide x 120" high x 380" long.

8.3.3. When Buyer delays shipment and space is available at the factory, Seller will store completed equipment at the rate of $1,500 per month. If space is not available, Arrowhead Conveyor will arrange storage with a local warehouse and Buyer will be invoiced the monthly warehouse fee along with appropriate costs for loading and unloading of equipment.

8.3.4. Applicable equipment is supplied with operation and service manuals including recommended spare parts list. Availability is at time of shipment. All documentation and equipment signage is in English.

8.3.5. Pricing contained in this quotation is valid for 20 days from the date of issue.

8.4. Equipment and Services Furnished by Buyer

8.4.1. PRIOR TO ACCEPTING A PURCHASE ORDER

- CAD Drawings of every container and/or material to be handled (*samples may be substituted for drawings*)
- Drawing of pack orientation if applicable
- Verification of information and completion of any incomplete or inaccurate data from the Product Data Table as listed in this proposal
- Notify Seller if UL Approval is required for the electrical panel at the proposed plant location. UL Approval can be provided at an additional charge
- Approval of layout drawings, which will be sent with the purchase order acceptance letter, requires a three day approval turnaround. Additional charges may be incurred and the scheduled ship date may be revised if the drawing requires changes that are outside the scope of this proposal
- Ship to contact information, including name and phone number

8.4.2. BUYER'S RESPONSIBILITY

- Fork Truck Barriers (*if required*)
- Applicable air requirements 85 PSI minimum
- Minimum door size of 10' high x 9' wide for the equipment entry into the facility
- Product for equipment test and demonstration (*if required*)
- Thorough review of this Proposal
- Purchase orders should be forwarded to:
  ARROWHEAD CONVEYOR CORPORATION
  3255 Medalist Drive
  Oshkosh, Wisconsin 54902
  Attn: Order Entry
  Fax: 920.235.3638

9. PERFORMANCE WARRANTY

9.1. Arrowhead Conveyor Corporation Standard Performance Warranty

The Seller warrants that under production operation conditions, the equipment will perform per the specified scope of this proposal and at an efficiency level of 99%, when the conditions below have been met:

- The product/containers meet the container specifications provided within the Product Data Table of this proposal and meet the manufacturer's tolerances (such as to print dimensional integrity) and are free of defects.
- The equipment is properly installed, maintained and operated by trained personnel within the parameters in which it was designed.
- All upstream or downstream devices and/or equipment are operating properly at rated speeds.
- The equipment is furnished with an uninterrupted supply of properly oriented, approved materials.
- Electrical controls for the system must be supplied or previously approved by Arrowhead Systems, Inc. If no controls are provided, the equipment does not constitute a system and therefore warranty can only be extended to mechanical performance of the individual items and workmanship.
- The improper performance of all other equipment shall not adversely affect the operation of the system and/or equipment as defined in this proposal.
- The efficiency level is calculated on the following equation:

$$\frac{ST - DT}{ST} = 98.5\%$$

  - ST is the Scheduled Running Time for the period which the efficiency is being calculated for.
  - DT is Down Time due to malfunction of the equipment. Down time is defined as the period of time during which corrective action is being performed on the equipment (it is the Buyer's responsibility to ensure the availability of competent maintenance personnel and an adequate supply of spare parts).
  - Equipment malfunctions do not include failures due to bad containers, untrained operators or malfunction of upstream, downstream devices and/or equipment.
- Any modifications made to the equipment and/or system as described in this proposal, without prior approval from Arrowhead Systems, Inc. may invalidate this warranty.

9.2. Our Commitment

- If the equipment fails to perform up to the specified level of efficiency, written notification must be received by Arrowhead Systems, Inc. within thirty (30) days after receipt of equipment. The Seller may have a period of thirty (30) days in which to make, at Seller's expense, the necessary alterations to enable the equipment to meet the stated performance guarantees and specifications. Upon completion of the alterations, the test will be rescheduled.
- The Seller's Technician or Engineer must instruct buyer's operator and maintenance personnel in the operation and maintenance of the equipment prior to any performance test. Training will be at the Seller's facility or on the job site, at the Buyer's expense.
- Seller must be notified prior to any testing and agree that the equipment is ready. Seller may or may not have a representative present during testing.

10. ATTACHMENTS

10.1. Service Bulletin, located at www.arrowheadsystems.com/fsbulletin.htm

10.2. Customer Layout Drawing (if applicable)

11. REVISION HISTORY

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TERMS AND CONDITIONS OF EQUIPMENT SALE

1. Arrowhead Systems, Inc. ("Arrowhead Systems") consists of Busse/SJI Corporation and Arrowhead Conveyor Corporation and may do business as either of these corporations.

2. Acceptance: Buyer's acceptance of this proposal is limited to the terms and conditions contained herein and excludes any different or additional terms and conditions contained in Buyer's acceptance. If, for Buyer's convenience, Buyer's regular purchase order forms are used in accepting this proposal or in ordering equipment covered by this proposal, Arrowhead Conveyor's acceptance is expressly conditioned upon Buyer's assent to any additional or different terms and conditions contained herein. Any contract made by and between the parties is expressly conditioned upon Arrowhead Conveyor's review and approval of Buyer's credit.

   A. Equipment Purchase Terms of Payment: The purchase price shall be payable in United States current funds as per the terms expressed in this proposal (to be determined by Arrowhead Conveyor and communicated to Buyer in writing).

   B. Parts & Service and equipment orders less than $15,000 value Terms of Payment: The purchase price shall be payable in United States current funds as follows:

      100% due upon shipment or completion of services

      Amounts due upon shipment shall be due when equipment is ready for shipment if Buyer notifies Arrowhead Conveyor that Buyer is not ready to receive the shipment. Such delayed shipment is subject to storage and handling charges and is payable upon presentation of invoice. If Arrowhead Conveyor is responsible for installation and Buyer delays or interrupts installation, the full balance of the purchase price less cost of completion of installation shall immediately become due. If installation is resumed, Buyer shall reimburse Arrowhead Conveyor for any increased costs resulting from such delays. In the event Buyer does not satisfy the terms of payment outlined herein, Arrowhead Conveyor reserves the right to assess a service charge of 1 1/2% per month on the amount due on a pro-rata basis for any partial month on the amount due in arrears, provided there is no conflict with local or state law.

3. Duty and Taxes: Unless otherwise agreed, the price stated herein does not include any duties, excise, sales, use, property, retailers, occupation or similar tax. The amount of any such taxes, whether imposed on Buyer or Arrowhead Conveyor, shall be payable, in accordance with the provisions of any statute or rules, regulations, or decisions of any taxing authority or by reimbursing Arrowhead Conveyor for the amount of such taxes shown on its invoice. If Buyer claims exemption from any sales, use, or similar tax imposed by any taxing authority, Buyer will save Arrowhead Conveyor harmless from any such tax, together with any interest, fines, or penalties thereon, which may at any time be assessed against it by reason of the fact that such equipment or system is held to be taxable by the taxing authority. In the event Buyer is exempt from such taxes or should Buyer elect to pay such taxes directly to the taxing authority, then Buyer shall provide Arrowhead Conveyor with a valid tax exemption certificate or similar document satisfactory in form to Arrowhead Conveyor.

4. Risk of Loss: Unless otherwise stated on the face of the proposal, the equipment shall be shipped F.O.B. Arrowhead Conveyor factory with risk of loss passing to Buyer upon delivery of the equipment to the carrier, irrespective of installation terms. Buyer shall fully insure the equipment against all risks from the time of delivery to the carrier, with policies payable to Arrowhead Conveyor's benefit. Upon request, Buyer shall furnish to Arrowhead Conveyor certificates of insurance evidencing such coverage prior to shipment. Arrowhead Conveyor shall determine method and route of transportation unless otherwise specified. Buyer shall pay local transfer, unloading and cartage costs at destination. Buyer will be responsible for filing any damage claims with the carrier as might be required.

5. Prototype; Prototype Warranty: If Arrowhead has been contracted to develop a prototype unit for the Buyer, then all work performed by Arrowhead on the prototype unit shall be on a time and materials basis. Once the Buyer accepts and approves in writing that the prototype unit meets the Buyer's specifications, Arrowhead shall extend its standard performance warranty, as set forth in Section 6 hereof, to any subsequent units purchased by Buyer. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRNTY PERTAINING TO THE PROTOTYPE UNIT, AND ARROWHEAD CONVEYOR MAKES NO OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND WHATSOEVER PERTAINING TO THE PROTOTYPE UNIT. ARROWHEAD CONVEYOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING.

6. Equipment Warranty: Except as set forth in Section 5 hereof, Arrowhead Conveyor warrants that the equipment manufactured by Arrowhead Conveyor shall conform to the descriptions and specifications set forth herein, and, when used for the ordinary purposes for which such equipment is designed, shall be free of defects in workmanship and material for a period of one (1) year from shipment or 2,100 hours of operation, whichever occurs first. During the warranty period and upon satisfactory proof of claim by Buyer, Arrowhead Conveyor will replace F.O.B. Arrowhead Conveyor factory, or repair, excluding installation, any part proving defective in material or workmanship, subject to the following conditions: (a) Buyer shall return defective equipment and components to Arrowhead Conveyor upon request; (b) this warranty applies only to equipment properly used and maintained and does not apply to any equipment which has been subjected to misuse, neglect or accident, or which has been installed, operated, repaired, altered or modified other than in accordance with instructions or written authorization by Arrowhead Conveyor and (c) this warranty does not apply to any equipment or components not manufactured by Arrowhead Conveyor, and Buyer's sole warranty with respect to such items shall be that of the manufacturer, if any. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE EQUIPMENT SOLD BY ARROWHEAD CONVEYOR, AND ARROWHEAD CONVEYOR MAKES NO OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND WHATSOEVER PERTAINING TO THE EQUIPMENT. ARROWHEAD CONVEYOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, OR THOSE ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING.

7. Laws, Regulations and Codes: The equipment sold hereunder is designed and manufactured to comply with the provisions of the National Electrical Code and the American National Standard Institute's Safety Standards for Conveyors and Related Equipment (ANSI B20.1) in effect on the date of this proposal. Compliance with other federal, state or local laws or regulations, or electrical, building or other codes, standards or requirements, governmental or private, will be furnished only if expressly set forth on the face of the proposal. Arrowhead Conveyor reserves the right to make changes in the design and specifications of the equipment sold hereunder, or of any component part, to comply with any applicable law, regulation, code or standard, governmental or private, where such compliance is deemed advisable by Arrowhead Conveyor, and to make adjustments in the price charged for the equipment sold hereunder to reflect such changes. Arrowhead Conveyor shall not be responsible for failure to comply with laws, regulations and codes it has agreed to comply with when such failure results from a condition that was not contemplated at the time of the proposal or from alteration of the equipment by persons other than Arrowhead Conveyor or from an option or accessory to the equipment which was available to Buyer but omitted at Buyer's direction, or from design or instructions provided by Buyer.

8. Indemnification: The equipment furnished hereunder will be manufactured with Arrowhead Conveyor safety features and furnished with user safety instructions. The operation of the equipment with safety features removed or modified and/or the disregard of the user safety instructions is outside of Arrowhead Conveyor control and is the responsibility of Buyer. Buyer agrees to indemnify, defend (at its own expense with counsel satisfactory to Arrowhead Conveyor), and hold Arrowhead Conveyor harmless from any and all claims, demands, liabilities, causes of action, suits, costs, and expenses of any kind or nature (including attorney's fees) for loss or damage which may be suffered by Arrowhead Conveyor as a result of injury to persons (including death) and property including, without limitation, any person injured while riding, sitting, stepping, walking or climbing on the equipment furnished hereunder, arising from: (a) removal or modification to Arrowhead Conveyor-furnished safety features, (b) the disregard of Arrowhead Conveyor-furnished user safety instructions; (c) any portion of the equipment which includes Buyer's existing equipment or equipment furnished by the Buyer; (d) improper use of the equipment or (e) any information, representation, reports or data furnished or prepared by Buyer.

9. Patents: Arrowhead Conveyor agrees to indemnify and hold Buyer harmless against charges or claims of infringement of currently existing United States patents owned by third parties in connection with the apparatus manufactured by Arrowhead Conveyor for the equipment which is the subject of this Agreement. Buyer agrees to notify Arrowhead Conveyor in writing, immediately upon Buyer's knowledge thereof, of any charge or claim of infringement and gives Arrowhead Conveyor the exclusive control of the defense and settlement of the charges or claims, including the right to defend, settle, or make changes in the equipment to avoid any alleged infringement. Buyer is responsible for charges and claims of infringement where Buyer has modified or combined the equipment hereunder with other equipment and where Arrowhead Conveyor furnished equipment is in accordance with drawings and/or specifications furnished by Buyer.

10. Buyer Supplied Data: Buyer acknowledges that Arrowhead Conveyor has relied upon all specifications and other data supplied by Buyer to Arrowhead Conveyor in the selection and design of the equipment and the preparation of this proposal. In the event the conditions differ from those presented by Buyer and relied upon by Arrowhead Conveyor, any warranties or performance guarantees contained herein affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

11. Changes and Delays: Proposals to amend the detailed specifications may be offered by either party in writing which set forth in detail the particular specifications involved, the changes to be made therein, and the effect, if any, of such change on price, design, performance, weight, time of shipment, and time of installation. No modification of this Agreement will be permitted unless it is in writing and accepted by Arrowhead Conveyor. Should the work be delayed or interrupted by Buyer or other contractors of Buyer, or failure of Buyer to furnish facilities or apparatus as agreed herein, or for any other reason beyond Arrowhead Conveyor's control, Buyer will reimburse Arrowhead Conveyor for any additional cost resulting from such causes.

12. Force Majeure: If, by reason of strikes, non-delivery of acceptable material by suppliers, unavailability of local labor, delay in delivery or non-delivery of acceptable Buyer-furnished property and/or samples of products to be handled, the elements, acts of God, other acts of force majeure or causes over which Arrowhead Conveyor does not have reasonable control, Arrowhead Conveyor is delayed in completion of the equipment, or installation thereof, as defined herein, or Arrowhead Conveyor shall delay making or be unable to make delivery of goods to be provided to Buyer, no liability shall result therefrom and the time of performance under this Agreement shall be extended for a period to be not less than the period of such delay or delays. Nothing contained herein shall be deemed to require Arrowhead Conveyor to obtain equipment from another supplier.

13. Back Charges: Arrowhead Conveyor will not pay claims for expenses of Buyer relating to labor and/or material supplied by Buyer.

14. Rejections and Claims: The Buyer shall give written notice of any rejections or claims for shortage or errors within ten (10) days after receipt of shipment. All equipment furnished under this Agreement is custom built for Buyer and is not returnable for any reason except where authorized in writing by Arrowhead Conveyor.

15. Security Interest: To secure full payment of the purchase price set forth herein, Buyer grants to Arrowhead Conveyor a security interest in the equipment. Buyer will join with Arrowhead Conveyor in executing, filing and doing whatever other acts may be necessary under the applicable law to perfect Arrowhead Conveyor security interest until Arrowhead Conveyor has been paid the full purchase price.

16. Cancellation: Buyer may cancel this order only upon written notice to Arrowhead Conveyor and only upon such terms as will indemnify and reimburse Arrowhead Conveyor for all loss or damage resulting therefrom, including, but not limited to, Arrowhead Conveyor direct costs incurred, overhead, reasonable contract profits, costs, and expenses to which Arrowhead Conveyor has become committed for fulfillment of the contract prior to cancellation. Arrowhead Conveyor shall have the right to cancel the Agreement if at any time Buyer does not strictly comply with all terms and conditions of this proposal (including without limitation any requirements of progress payments) or Buyer becomes insolvent or commits any act of bankruptcy within the meaning of United States bankruptcy laws. In the event of such cancellation by Arrowhead Conveyor, Arrowhead Conveyor shall have the same rights of indemnification and reimbursement as set forth in the first sentence of this paragraph.

17. Installation: Unless otherwise agreed herein, material for superstructure, hangers and bracing is to be furnished by Buyer. If Arrowhead Conveyor does not provide the installation, it is mutually agreed that any superintendent or technician furnished by Arrowhead Conveyor shall be subject to Buyer's general supervision during the term of any service done for Buyer, and Arrowhead Conveyor shall have no liability for schedule performance or costs incurred by Buyer to complete installation. Buyer shall furnish all labor, materials and tools required for such services and installation. Buyer remains solely responsible for the installation when such services are provided. It is understood that some reaming of holes and/or realignment of other adjustment in the field may be required and such field labor is for Buyer's account.

    A. Mechanical and Electrical Installation: If installation is included in the price offered in this proposal, or is quoted separately, then that price is contingent and based upon consecutive installation of all equipment provided by Arrowhead Conveyor. If the installation process is interrupted by circumstances beyond Arrowhead Conveyor' control, then the price will be adjusted so that the installation part of the project will be billed on a time and materials basis. If specified, equipment installation includes labor, hardware, pipe, wire, heavy equipment rental, and travel and living expenses. This proposal is based on straight time only. Overtime, holiday, and weekends will be billed in accordance with Service Bulletin (attached). This Proposal is based upon a clear area for installation of the equipment, meaning that existing equipment and debris must be removed. If a clear area does not exist at the scheduled time for installation, a change order will be required for any additional time needed.

    B. Installation Supervision/Assistance: If a separate quotation is provided for Installation Supervision Assistance, that quotation is an estimate only. Buyer will be billed for Installation Supervision Assistance on a time and materials basis in accordance with Service Bulletin (attached).

    C. Startup Assistance & Training: All quotations ppprovided for set-up assistance are estimates only. Buyer will be billed on a time and materials basis in accordance with Service Bulletin (attached).

18. Subcontractors: Arrowhead Conveyor reserves the right to use subcontractors in the performance of any portion of the fabrication and/or installation work included in this proposal.

19. LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OF THE PROVISIONS IN THE CONTRACT DOCUMENTS, IN NO EVENT SHALL ARROWHEAD CONVEYOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE.

20. Entire Agreement: When this proposal is accepted by Buyer and approved by Arrowhead Conveyor, it shall constitute the entire agreement and there are no oral or other representations or agreements outside of this proposal. Neither party shall assign this Agreement or any interest herein without the prior written consent of the other. The laws of the State of Wisconsin shall govern the validity, construction, effect, execution and performance of this Agreement. If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

From:	Kaplan, Jeff
To:	Luke Sicard
CC:	Jedlowski, John; Bloker, Reuben; Wager, Jane; Vaughn, Rex; Kallas, Laurie; Molinski, Ron; Rogers, Marty; Vincent, Pat
Sent:	11/29/2005 11:06:45 PM
Subject:	Outstanding Equipment payments

Dear Luke;

Since you have not returned my 3 voicemails, I am forced to communicate via email.

The final 15% payment due for your equipment is well over 90 days past due.

We have supplied quality equipment in a timely manner and offered well qualified technicians for assistance at your plant. We have held up our end of the contract. Unfortunately, Giuseppe's has not.

Nonetheless, effective immediately, Giuseppe's is on credit hold. Until a payment schedule is worked out for your remaining balance there will be no technical support or parts available. This also includes any technical support via phone or email correspondence.

At your earliest convenience, please call our CFO, Marty Rogers at 920/235-5562 to work out an acceptable payment schedule.

Thanks, in advance, for your cooperation with this important matter.

Regards,

Jeffrey Kaplan
Busse/Arrowhead Systems
708/386-9770

DX47

From:	Kaplan, Jeff
To:	Luke Sicard
CC:	Jedlowski, John; Bloker, Reuben; Wager, Jane; Vaughn, Rex; Kallas, Laurie; Molinski, Ron; Rogers, Marty; Vincent, Pat
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Regards,

Jeffrey Kaplan
Busse/Arrowhead Systems
708/386-9770

DX47

GIUSEPPE'S FINER FOODS
DUBOIS, PA

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

GENERAL INFORMATION

SOLD TO (SHIP TO):	GIUSEPPE'S FINER FOODS	BILL TO:	ARROWHEAD CONVEYOR CORPORATION
ATTN:	LUKE SICARD		WENDY CARLO
ADDRESS:	PO BOX 687 – 2592 OKLAHOMA SALEM ROAD		3255 MEDALIST DRIVE
CITY,ST ZIP:	DUBOIS, PA 15801		OSHKOSH, WI 54902
PHONE/FAX:	814.375.0516 / 814.375.0364		920.235.5562 / 920.235.3638
E-MAIL:	LSICARD@ICPUSA.NET		WCARLO@ARROWHEADCONVEYOR.COM

Hartness Site Manager Ray Schweitzer (813) 996 0644 rschweitzer@hartness.com

TECHNICAL CONTACTS:

MECHANICAL:		ELECTRICAL:	
PHONE:		PHONE:	
E-MAIL:		E-MAIL:	

P.O.#:	00140	APPLICATION ENG'R:	REUBEN BLOKER
ORDER DATE:	DECEMBER 30, 2004	BILLING CONTACT:	
DESIRED SHIP:		BILLING PHONE/FAX:	
COMMIT SHIP:	7/29/05	LAYOUT#:	CL82648
CUSTOMER #:	SIC CODE:	APPROVAL DRAWING SENT:	X YES NO

AGENT/REP: PHONE: FAX:

EQUIPMENT	QTY.	HAND	MA#	SERIAL#
W3002	1	LH	MA3212241	321224105

Spare Parts Included with Order: __ YES X NO

Purchased Equipment: __ YES X NO

ACCEPTANCE

Sales:	Mech Eng:	Elec Eng:	Manufacturing:	Mat'ls Group:	Field Svc:
Date: 5/5/05	Date: 5/5/05	Date: 5/5/05	Date: 5/5/05	Date: 5/5/05	Date: 5/5/05

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

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SALES ORDER DIGEST

Job #321224 **PROPOSAL NO. BUS-02094-03**

PURCHASED EQUIPMENT / VENDOR INTERFACE

☒ ***VENDOR INTERFACE*** - Interface information of adjoining equipment only. No reference on Busse/SJI Order.
☐ ***PURCHASED EQUIPMENT / MA ITEM*** – Listed on the Machine Assembly Bill of Materials. Engineering issues purchase order to vendor.

ITEM DESCRIPTION: HARTNESS BOTTLE CONVEYOR

VENDOR: Hartness International Integration LLC VENDOR PROPOSAL/PART#:

1200 Carlington Rd.

Greenville, SC 29616

CONTACT: GREG BURNS PHONE/FAX: 434/546-6261 E-MAIL:

SET-UP AND TESTING AT BUSSE: ☐ YES ☐ NO ☐ DOES NOT APPLY

CONTROLS:

PANEL COMPONENTS:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY
FIELD DEVICES:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY
OPERATOR DEVICES:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY
FIELD WIRING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY
PLC PROGRAMMING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY
DISPLAY PROGRAMMING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☒ DOES NOT APPLY

☐ ***VENDOR INTERFACE*** - Interface information of adjoining equipment only. No reference on Busse/SJI Order.
☐ ***PURCHASED EQUIPMENT / MA ITEM*** – Listed on the Machine Assembly Bill of Materials. Engineering issues purchase order to vendor.

ITEM DESCRIPTION:

VENDOR: VENDOR PROPOSAL/PART#:

CONTACT: PHONE/FAX: E-MAIL:

SET-UP AND TESTING AT BUSSE: ☐ YES ☐ NO ☐ DOES NOT APPLY

CONTROLS:

PANEL COMPONENTS:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY
FIELD DEVICES:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY
OPERATOR DEVICES:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY
FIELD WIRING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY
PLC PROGRAMMING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY
DISPLAY PROGRAMMING:	☐ BUSSE	☐ SUPPLIER	☐ OTHER	☐ DOES NOT APPLY

SALES ORDER DIGEST

Job #321224 **PROPOSAL NO. BUS-02094-03**

AMENDMENTS

AMENDMENTS	DESCRIPTION	PAGE	DATE
R1	~~Add~~ Harness Contact	1	5/31/05
R2	All Drives are Kwodrive	13	6/15/05
R3	Stainless steel screws on external Labels only	15	6/16/05
R4	Add 106 oz Container	8	7/19/05

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

PAINT SPEC

Machine color

		Color description	Busse/SJI Part No.	
☐	Busse/SJI Standard #1	Medium gray	991105	
☒	Busse/SJI Standard #2	"Steel It" match	991133	
☐	Other / NA / stainless steel			

Guard color

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard #1	Safety yellow	991126	
☐	Busse/SJI Standard #2	Safety orange	991127	
☐	Other / NA / stainless steel			

Stairways _ Top handrail color

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Safety yellow	991126	
☐	Other / NA / stainless steel			Stairway by others

Stairways _ Remaining handrail color

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Safety yellow	991126	
☐	Other / NA / stainless steel			

Stairways _ Stair structure color (outside)

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Machine Color	See Machine Color	
☐	Other / NA / stainless steel			

Electrical _ Main enclosure exterior color (interior to be white)

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	
☐	Other / NA / stainless steel			

Electrical _ Wireway exterior color (interior to be manufacturer standard)

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	Components to remain Hoffman gray when machine color is Medium gray or Liquid Stainless Steel
☐	Other / NA / stainless steel			

Electrical Main Junction Box(es) color

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	
☐	Other / NA / stainless steel			

Skins and machine cover color

		Color description	Busse/SJI Part No.	Application descriptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	
☐				
☐	Other / NA / stainless steel			

Other Requirements -- ONLY CHECK IF APPLICABLE

		Color description	Busse/SJI Part No.	Application description
☐	Inside guards	Safety orange	991127	
☐	Behind guards	Safety orange	991127	
☐	Moving Parts (*define*)	Safety orange	991127	

Platform handrail _ Top rail color

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Safety yellow	991126	
☐	Other / NA / stainless steel			Platform by others

Platform handrail _ Mid-rail, toe board, and upright color

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Safety yellow	991126	
☐	Other / NA / stainless steel			

Platform_ Platform structure color

		Color description	Busse/SJI Part No.	Application description
☒	Busse/SJI Standard	Machine Color	See Machine Color	
☐	Other / NA / stainless steel			

Electrical _ Electrical junction and pushbutton consoles exterior color (interior to be manufacturer standard)

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	Hoffman-style 404 and 604 boxes remain Hoffman gray when machine color is Medium gray or Liquid Stainless Steel
☐	Other / NA / stainless steel			

Electrical _ Main operator console exterior color (interior to be manufacturer standard)

		Color description	Busse/SJI Part No.	Exceptions
☒	Busse/SJI Standard	Machine Color	See Machine Color	Hoffman-style 404 and 604 boxes remain Hoffman gray when machine color is Medium gray or Liquid Stainless Steel
☐	Other / NA / stainless steel			

Other Requirements / Notes

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

SAMPLE PRODUCTS INFORMATION

Shop Demonstration: Required? ☒ Yes ☐ No

Samples *(Provided by Customer)*:

Container #1 - Dummy Loads Quantity _____ Container #4 - _____ Quantity _____

Container #2 - _____ Quantity _____ Container #5 - _____ Quantity _____

Container #3 - _____ Quantity _____ Container #6 - _____ Quantity _____

Arrival Date: _____

Disposal Direction: _____

Comments: _____

ATTACHMENTS

- Signed Product Data Table: ☒ Yes ☐ No
- Customer Specification Document: ☒ Yes ☐ No
- Signed Clarifications & Exceptions: ☐ Yes ☒ No
- Customer Layout Drawing:
  - Revision K Signed Approval Rec'd. ☒ Yes ☐ No
  - Revision _____ Signed Approval Rec'd. ☐ Yes ☐ No
  - Revision _____ Signed Approval Rec'd. ☐ Yes ☐ No
  - Revision _____ Signed Approval Rec'd. ☐ Yes ☐ No
  - Revision _____ Signed Approval Rec'd. ☐ Yes ☐ No

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

1. INTRODUCTION

2. SCOPE OF WORK

3. PRODUCT DATA INFORMATION

DUNNAGE TABLE

DUNNAGE	THICKNESS	MATERIAL	OVERALL DIMENSION	
			Width	Length
Layer Sheet (craftboard, plastic, typar, other):	TBD	TBD	44"	56"
Top Frame (plastic, wood, steel):	TBD	TBD	44"	56"
Pallet (plastic, wood):	TBD	TBD	44"	56"

- Busse/SJI's standard design accommodates pallet heights between 4 ½" and 6". If the pallet is shorter or taller, machine modifications will be required and additional charges will apply.
- Tolerances on length and width to be less than +/- ½". Note: If pallets, top frames, layer sheets or top cap (if applicable) exceed this tolerance, there is a risk of improper machine function and/or damage to the hoist due to possible pallet jams. Customer is responsible for identifying whether maximum tolerances are exceeded and requesting that Busse/SJI provide pricing for machine modifications.
- Pallets must be four way bulk container pallets. Busse/SJI must be notified if slat-type pallets are used.

PRODUCT DATA TABLE – DEPALLETIZER

PRODUCT				DATA CALCULATIONS				
	Material	Description	Dimensions L x W x H Inches	Line Speed (CPM)	Machine Speed (CPM)	CPL	LPP	Load Height
1	Plastic	114 oz. Non-Round	5.65" W x 6.5" L x 6.9" T	100	120	54	14	110
2	Plastic	106 oz. Non-Round Jug	5.65"W x 6.5" L x 6.9"T (Estimated Size)	100	120	54	114	110
3	Plastic	12oz Mustard	TBD	350	420	TBD	TBD	110
4	Plastic	12oz Mustard	TBD	350	420	TBD	TBD	110
5	Plastic	128oz Stock Gallon	5.866" D x 10.03" T	100	120	72	10	110
6	Plastic	128 oz. Non-Round	4.7" W x6.3" L x 11.7" T	100	120	72	8	110
7	Plastic	18 oz. BBQ	1.95" W x 3.5" L x 7.5" T	350	420	352	13	110
8	Plastic	20 oz. Inverted Ketchup	2.25" W x 3.8" L x 6.75" T	350	420	266	15	110

SALES ORDER DIGEST

Job #321224 **PROPOSAL NO. BUS-02094-03**

9	Plastic	24 oz. Ketchup Non-Round	2.5" W x 3.9" L x 6.9" T (Estimated size)	350	420	238	14	110
10	Plastic	32oz Ribbed Jar	3.78" D x 6.56" T	300	360	182	15	110
RY 11	Plastic	10602	5.57"W x 6.47"L x 7.34"H	100	120	56	13	110

4. EQUIPMENT DESCRIPTION

4.1. MAJOR ASSEMBLY DESCRIPTION

4.1.1. One Busse/SJI "W" Series Depalletizer with the following features:

- GENERAL MACHINE CONFIGURATION
  - **Model No.** – W3002
  - **Machine Flow** - Reverse
  - **Machine Automation** –Automatic
  - **Machine Hand** – Left
  - **Empty or Full Containers** - Empty
  - **Pallet Conveyor Top of Chain Elevation** – 24"
  - **Accumulation Bed Elevation** – 13'-0" (the elevation at which the containers are discharged)
  - **Maximum Load Size** - 44" x 56" x 110"
  - **Load Capacity** –4000 lbs.
  - **Pallet Orientation** - Narrow Way
  - **Electrical Power** - 460V/3 Phase/60 Hz/60 Amp
  - **Control Voltage** – 24 VDC
  - **Compressed Air** -- 14 SCFM at 80 psi
  - **UL Label on Electrical Panel** – Not Included
  - **Plant Ambient Temperature** - 40°F (4.4°C) to 100°F (38°C).
    NOTE: If ambient temperatures exceed 100°F (38°C), Busse/SJI recommends the use of a panel air conditioner to raise the maximum ambient temperature limit to 110°F (43°C). Higher ambient temperatures need to be reviewed by Busse/SJI Engineering on a case by case basis. Panel air conditioner can be provided as a cost extra option.
- AUTOMATIC POWERED PALLET INFEED CONVEYOR
  - **Conveyor 1** - 10'-0" Conveyor in front of the hoist
  - **Conveyor 2** – 10'-0" Length
  - **Conveyor 3** - 10'-9 15/16" CDLR (Stages 2 Loads, 8K)
  - Three strand double #60 Chain
  - 1/8" Diamond Deck Plate between chains (Chain Conveyor)
  - Individual Photo Sensor controlled staging zones with automatic pallet advance
  - Variable Frequency Drives for smooth pallet handling
  - Reversible Operation
  - **Self Leveling Feet**
  - **Shaft Mounted Gearboxes**
- HOIST
  - **4-Point Reciprocating Heavy Duty Design**
  - **Photo Eyes at Hoist entry** – to disable the hoist in the event of inadvertent entry.
  - **Hoist Doors** - Pneumatically operated for full load containment.
  - **Layer Sheet Grippers** - Two pneumatically operated grippers
  - **Individual Layer Squaring** - Provides additional load compression for unstable containers or the squaring of staggered non-round containers.

- **Preset Container Height Selection** - With this method, operator will select a container from a pre-programmed preset selection (programmed per information from the Product Data Table).
- **Hoist Chain Tension Monitor Kit** - In the event of a pallet jam, the hoist tensioners will compress. By adding a proximity switch to each of the tensioners, the hoist will be stopped before further damage occurs.
- Modular construction, all electric and pneumatic controlled
- Direct drive hollow shaft right angle gearboxes for positive power transmission to both sides of hoist, fewer parts, superior performance with minimal maintenance. Precision pallet lift platform positioning with dynamic load indexing.
- 4 Point Pallet Lift Platform with individual chain tensioner idlers - Hoist lift chains, double chain #60 with separate UHMW chain tracks for precision guidance, low maintenance and quiet operation.

- RECIPROCATING AUTOMATIC SWEEP ASSEMBLY
  - **2-Sided Sweep with Pivoting Front Row Retainer** - Provides full containment of the layer during the hoist raise cycle and also gently stabilizes the layer during the sweep cycle allowing a smooth transition onto the accumulation bed
  - **Front Row Compression Bar** - Compresses the layer of containers while it is being swept from the pallet to the accumulation bed to provide additional container stability
  - Modular construction for future bolt on upgrade features
  - Reciprocating sweep weldment, 4-point linear roller bearings running on precision ground shafts.
  - Sweep Drive, variable speed for gentle/gradual acceleration and deceleration.
  - **Light Curtain** – Operator side to stop the sweep in the event of inadvertent entry into the sweep area. The light curtain fault must be reset at the operator console to resume automatic operation.
  - **Programmable container sweep count on Depalletizer HMI** - Depalletizer operator will program in required bottle count, depalletizer PLC will convert to number of required sweeps.

- ACCUMULATION BED
  - **Bed Length** – 15'-0"
  - **Bed Belting** –Intralox 1100 Series
  - **Electrically Conductive Inserts** - Accumulation bed belting inserts to dissipate static electricity created by the containers
  - **Nose-over Transfer** – Nose-over transfer to metering bed.
  - Shaft-mounted gearmotor, eliminating sprockets, chains and guards which also reduce maintenance requirements.
- METERING BED
  - **Bed Length** – 10'-0"
  - **Bed Belting** –Intralox 1100 Series
  - **Electrically Conductive Inserts** - Accumulation bed belting inserts to dissipate static electricity created by the containers
  - **Nose-over Transfer** – Nose-over transfer to Hartness Interface
  - Shaft-mounted gearmotor, eliminating sprockets, chains and guards which also reduce maintenance requirements.
  - **Controls** – Customer responsible for providing motor control and field devices.
- TOP FRAME REMOVAL
  - **Automatic Top Frame Removal Assembly** - 4-Point Perimeter, pneumatically operated, clamp fixture will pickup the top frame
- LAYER SHEET REMOVAL
  - **Automatic Vacuum Layer Sheet Removal Assembly** - Five vacuum cups and one central vacuum source provided with the machine
- DUNNAGE STORAGE
  - **Layer Sheet (Offline) and Top Frame (Inline)** - Layer sheets and top frames will be placed in separate bins. The layer sheets will be positioned directly behind the hoist. Top frames will be moved from a position behind the hoist to a separate bin directly behind the layer sheet bin by a primary carriage. The pallet load of top frames will be removed from end of the machine overtop of the empty pallet discharge. During dunnage change mode, the Layer Sheet bin will transition offline providing fork lift assess to the bin parallel to machine centerline. Depal sweep will be paused during dunnage mode.
  - **Reference** - Welch's Northeast job 3178 and Heinz Muscatine job 3116
- PALLET STACKER
  - **PS-15 Inline Stacker** - Pneumatically operated scissors lift used to create stack of pallets. The forklift operator will remove stack directly from stacker. Powered empty pallet conveyor integrated into pallet stacker.
  - 1500 pound capacity
  - 2-strand single #60 chain
  - UHMW channel chain guides
  - Remote stacker controls for operation at stacker

- CONTROLS
  - NEMA 12 controls panel, completely pre-wired, programmed and fully tested prior to shipment. Fused main disconnect, motor starters, variable frequency drives, control transformer, programmable controller, programming documentation, and schematics.
  - Standard machine is based on a 12" top of chain elevation. Due to this being a hoist mounted panel raising the pallet conveyor elevation will result in some panel components requiring a step ladder for service.

5. SPECIFICATIONS AND CLARIFICATIONS

The following is a list of the Sellers standard components. If a machine specification was provided, and there are specified components that are not the Sellers standard, the specified component will be noted here and in the Pricing and Quote Clarifications section.

"W" Series Depalletizer Mechanical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Main Frame:	3/16" wall mechanical tubing	
Accumulation Bed:	10 gauge formed channel	
Shafts:	Turned, ground and polished shaft, 1¼" min.	
Bearings:	Dodge 4 bolt/2 bolt	
Gear Boxes:		
Hoist:	Eurodrive	
Bed:	Eurodrive Snuggler	
Sweep:	Eurodrive	
FPC:	~~Dodge Tigear~~ ~~Baldor~~	Eurodrive
EPC:	Eurodrive	
Sprockets:	Hardened with Taper Loc/QD bushings where required by application	
Motors:		
Hoist:	Eurodrive	
Bed:	Eurodrive	
Sweep:	Eurodrive	
FPC:	~~Reliance E-master~~	Eurodrive
EPC:	Eurodrive	
Chain:	ANSI single #80 *(hoist)* ANSI single/double #60 *(conveyor)* ANSI single #50 *(conveyor drive)*	
Timing Belts:	Gates	
Filter and Regulator:	Numatics	
Air Cylinders:	Numatics	
Pressure Switch:	Numatics	
Air Valves:	Numatics	
Dump Valve:	Numatics	
Tubes and Fittings:	Polyethylene tubing Fittings are "Push In" connection	
Brakes:	Eurodrive Electric	

SALES ORDER DIGEST

Job #321224 **PROPOSAL NO. BUS-02094-03**

"W" Series Depalletizer Mechanical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Signage:	English	
Leveling Adjustment:	Shims *(provided by customer)*	

"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Enclosure:	Hoffman NEMA 12	
Enclosure Light:	None	
Enclosure Cooling:	N/A	
Main Disconnect Switch:	Through-door Square D, P/N SQD9421LN4. **NOTE:** Disconnect is lockable when cabinet door is open.	
Supplemental Protection:	Allen-Bradley 1492-SP Series	
High Voltage Distribution Block:	Allen-Bradley w/ clear cover	
Fuse Block:	Allen-Bradley/Bussman	
Fuses:	30 Amp and below – Ferraz Shawmut ATDR & ATQR Class CC	
	Above 30 Amp – Ferraz Shawmut AJT Class J	
Control Transformer:	Hevi-Duty	
DC Power Supply:	Allen-Bradley XL or XLP series *(Selection based on current requirements)*	
Surge Suppressors:	Allen-Bradley	
Control Relays:	Allen-Bradley 700CF / 700H	
Variable Frequency Drive:	Allen-Bradley PowerFlex 4 and 40 *(Selection based on application requirements)*	
Motor Starters:	Allen-Bradley IEC Bulletin 190E *(140M motor protector w/ 100C contactor)*	
Contactors:	Allen-Bradley 100C Series	
Motor Overload Protection:	Allen-Bradley 193 Series	
Terminal Blocks:	Wago cage clamp	
PLC:	~~SLC 5/03~~	**SLC 5/05 SixNet ET-GT-3ES-2SC Ethernet Switch**
PLC Software:	RS Logix 500 software	

SALES ORDER DIGEST

Job #321224

PROPOSAL NO. BUS-02094-03

R3

"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
Device Labels:	~~Brady DAT-48-969 (Silver tags black lettering)~~	**Phenolic black letter on white background, stainless drive screws or rivets.** ~~or~~ Stainless Screws on external labels only
Pushbuttons, Selector Switches & Pilot Lights:	AB 800T	
Push Button Enclosure:	Hoffman NEMA 12	
Message Display:	Allen-Bradley ~~PV300~~	**PV600 2711-T6C16L1 Programmable Sweep Count Flavor Change**
Wire Markers:	Brady DAT-36-292 Self-laminating wrap around	
Photo Sensors:	General Purpose - Allen-Bradley 9000 series.	
	Banner OSBLVAG for clear container detection *(where applicable)*	
	Specialty applications may use different series or manufacturer based on application requirements.	
Proximity Switches:	Allen-Bradley 871TM	
Motor Safety Disconnect:	N/A	
Light Curtain:	Banner Mini-Screen	
Hoist Entry Protection:	Photoeyes	
Beacon (No Audible):	N/A	
Wire Gauges:		
Power:	14 AWG (Min)	
Panel:	16 AWG (Min)	
Machine:	14 AWG (Min)	
Machine Cables	16 AWG	
Shielded Cable:	18 AWG (Min)	
Interlocks:	14 AWG (Min)	
Sensor Cables:	22 AWG	
Motors:	14 AWG (Min)	
Wire Colors:		
Red:	120 VAC (fused)	
Black:	220 – 575 VAC and non-fused 120 VAC	
White:	AC Neutral	
Blue:	24 VDC	

SALES ORDER DIGEST

Job #321224 **PROPOSAL NO. BUS-02094-03**

"W" Series Depalletizer Electrical Specifications		
Component	**Busse/SJI Standard** *(all standard components are subject to change without notice)*	**Customer-provided Component Options** *(see option pricing)*
White w/ Blue trace:	DC Neutral	
Yellow:	Interlocks with other equipment	
Green or Green/Yellow:	Ground	
Machine Wiring Methods:	Busse/SJI utilizes multi-conductor cables (tray cable) for machine to cabinet wiring as well as machine module to machine module wiring. These cables are routed along machine framework, inside machine structures, or in an open ladder style cable tray. Separate cables are used for 24 VDC, 120 VAC and 460 VAC wires and are manufactured by Olflex.	**Conduit on Full Pallet Conveyors**
Field Device Wiring:	All field devices have quick disconnects and utilize commercially available cables that will be routed along the machine to the appropriate termination point.	
Control Architecture:	Busse/SJI uses a non-distributed I/O architecture on the equipment. This means that the sensors and output devices are wired to the I/O located in main cabinet. Some of the machine mounted junction boxes use quick disconnect wire harnesses to connect to the main cabinet.	

6. BASE PRICING AND QUOTE CLARIFICATIONS

NOTE: This proposal is based on layout drawing CL82648.

6.1. *BASE PRICING.*

6.1.1. Base Machine Price for One (1) W3002 Depalletizer ..... ***PURCHASED***

- Operator Platform and Stairway (Approx. 140ft²) ..... ***Not Purchased***
- Reverse Flow Depalletizer ..... ***PURCHASED***
  - Allows for forklift end access of machine for dunnage removal making it possible to add additional Depalletizers in a bank arrangement.
- Flavor Change ..... ***PURCHASED***
  - Operator initiated, flavor change will lower pallet from hoist and back the load out of the hoist, staged pallets will automatically back to loading conveyor for removal by fork lift.
- Sloped top control cabinet with bottom or side entry for wire ..... ***Not Purchased***
- Product Stripper ..... ***Not Purchased***
  - Dual flight, single row Product Row Stripper assembly strips a single row of product off the end of the accumulation bed in the same orientation as they are palletized (i.e.; If containers are palletized in an alternate orientation for load stability, a bottle orientator may be required).
  - Product Stripper lifts up to allow round containers to travel through to the single filer.
- Programmable container sweep count on Depalletizer HMI ..... ***PURCHASED***
  - Depalletizer operator will program in required bottle count, depalletizer PLC will convert to number of required sweeps.
- Self leveling feet on pallet conveyor ..... ***PURCHASED***
  - Does not apply to Depalletizer Hoist and Pallet Stacker or Bed
- Shaft mounted gearboxes for full pallet conveyors ..... ***PURCHASED***
- 10'-0" Metering Bed (Hardware only) ..... ***PURCHASED***
  - Bed Belting –Intralox 1100 Series
  - Electrically Conductive Inserts - Accumulation bed belting inserts to dissipate static electricity created by the containers
  - Nose-over Transfer – Nose-over transfer allows for 1" deadplate.
  - Shaft-mounted gearmotor, eliminating sprockets, chains and guards which also reduce maintenance requirements.
  - Controls – Customer responsible for providing motor control and field devices.

6.2. CLARIFICATIONS & EXCEPTIONS TO CUSTOMER SUPPLIED SPECIFICATION PACKAGE.

- Busse/SJI believes the specification as provided was written for the building contractor and for container conveyor systems and not for individual machine specifications and takes exception to the specification in its entirety; However, Busse/SJI has reviewed the specification and provided options for its standard equipment based on what is believed to be applicable to the quoted equipment.

6.3. CLARIFICATIONS & EXCEPTIONS

6.3.1. Busse Standard

7. EQUIPMENT SHOP DEMONSTRATION

7.1.1. SET UP AND TEST

8. PERFORMANCE WARRANTY

- Reliability – Busse/SJI guarantees that the equipment will be designed for failure-free operation. Mechanical reliability will be a minimum of 98.5%, i.e., downtime due to machine failure will not exceed 1.5% of scheduled operating time.
- Speeds – Busse/SJI guarantees that the production rates shown as "Guaranteed" are genuine Bottles Per Minute/Gallons Per Minute rates obtained at the end of the equipment exit conveyor/pipe.

9. CUSTOMER SERVICE

- Include 1 week (5 days) of start-up assistance/ commissioning and operator training. Include all travel and expenses for this week.

10. TERMS AND CONDITIONS OF EQUIPMENT SALE

0% Letter of Intent to purchase Equipment. Locks Quote price.
5% at time of P.O. (This down payment date will be established by the required equipment delivery date to DuBois, PA minus equipment lead-time, factory acceptance test and shipping time.)
20% at drawing approval or 45 days from time of 5% down payment, whichever is greater. Accepted
25% at time of shipping (factory acceptance done)
35% 30 days after arrival at DuBois facility Exception – prior to shipment
15% after start-up is complete, employee training is done and all punch list items have been completed. Not to exceed 60 days after receipt of equipment.

Packaging Formats - Bottles

Revised 9/8/04

			Product Container					Case Information				Outside Case Dimenstion				Pallet			
Group	Size (oz)	Speed (bpm)	wdth (in)	dpth (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/l yr	Case Pattern (w x d)	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Ketchup	14	350	3.00	1.88	8.00	0.88	0.95	12	12	4 x 3	1	7.876	9.563	8.376	12.2				0
			3.00	1.88	8.00	0.88	0.95	24	24	4 x 6	1	7.876	19.251	8.376	23.6				0
	20	270	3.50	2.25	7.00	1.25	1.61	12	12	4 x 3	1	9.376	11.439	7.376	20.12				0
			3.50	2.25	7.00	1.25	1.61	24	24	6 x 4	1	13.876	15.126	7.376	39.44				0
	24	210	3.75	2.25	9.50	1.50	1.38	12	12	4 x 3	1	9.376	11.439	9.813	17.36				0
			3.75	2.25	9.50	1.50	1.38	20	20	4 x 6	1	9.376	18.814	9.813	28.4				0
	32	185	3.88	2.75	7.75	2.00	2.10	12	12	4 x 3	1	11.626	12.376	8.251	26				0
			3.88	2.75	7.75	2.00	2.10								0.8				0
	36		4.25	2.88	9.88	2.25	2.43	12	12	4 x 3	1	11.876	12.751	10.25	29.96				0
			4.25	2.88	9.88	2.25	2.43								0.8				0
	46	150	4.38	3.00	11.00	2.88	3.05	8	8	4 x 2	1	12.376	9.126	11.38	25.2				0
			4.38	3.00	11.00	2.88	3.05	12	12	4 x 3	1	12.376	13.876	11.38	37.4				0
	64	120	5.00	3.75	10.75	4.00	4.20	6	6	3 x 2	1	11.251	10.376	10.38	26				0
BBQ	18	270	3.50	2.38	7.50	1.13	1.23	12	12	4 x 3	1	9.876	11.251	7.876	15.56				0
	28		3.75	2.50	8.75	1.75	1.89	12	12	4 x 3	1	10.376	11.626	9.126	23.48				0
Mayo	12	350	3.00	2.00	6.63		0.80	24	24	4 x 6	1	8.376	18.376	7.001	20				0
	16	270	3.00	3.00	5.00		1.01	12	12	3 x 4	1	9.376	12.376	5.376	12.92				0
			3.00	3.00	5.00		1.00	24	24	4 x 6	1	12.376	18.376	5.376	24.8				0
	18	270	3.75	2.38	7.00		1.20	12	12	4 x 3	1	9.876	11.626	7.376	15.2				0
			3.75	2.38	7.00		1.20	24	24	6 x 4	1	14.626	15.376	7.376	29.6				0
	32	185	3.75	3.75	6.50		2.06	12	12	4 x 3	1	15.376	11.626	6.876	25.52				0
			3.75	3.75	6.50		2.06	15	15	5 x 3	1	19.126	11.626	6.876	31.7				0
	48	150	4.13	3.75	7.75		3.37	8	8	2 x 4	1	8.626	15.376	8.126	27.76				0
	64	120	TBD	TBD	TBD		TBD	6	6	2x4	1	TBD	TBD	TBD	#####				#VALUE!
	128	120	6.50	6.50	9.38		7.90	4	4	2 x 2	1	13.376	13.376	9.751	32.4				0
d	16	270	4.13	1.88	8.25		1.10	12	12	4 x 3	1	7.876	12.751	8.626	14				0
			4.13	1.88	8.25		1.10	24	24	6 x 4	1	11.626	16.876	8.626	27.2				0
	24	210	4.50	2.38	8.88		1.57	12	12	4 x 3	1	9.876	13.501	9.251	19.64				0
			4.50	2.38	8.88		1.57	24	24	6 x 4	1	14.751	18.376	9.251	38.48				0

			Product Container					Case Information				Outside Case Dimension				Pallet			
Group	Size (oz)	Speed (bpm)	wdth (in)	dpth (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/l yr	Layer Pattern	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Mustard	16	270	3.00	3.00	6.50	1.00	1.10	12	12						13.94				0
			3.00	3.00	6.50	1.00	1.10	24	24						27.08				0
	20		3.00	3.00	7.25	1.25	1.36	12	12						17.12				0
			3.00	3.00	7.25	1.25	1.36	24	24						33.44				0
	24	210	3.00	3.00	8.25	1.50	1.63	12	12						20.36				0
			3.00	3.00	8.25	1.50	1.63	24	24						39.92				0

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Packaging Formats - Cups

Revised 9/8/04

Group	Size (oz)	Speed (cpm)	Product Container				Case Information				Outside Case Dimension				Pallet			
			diameter (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/lyr	Case Pattern	Lyrs/Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/lyr	lyrs/pall	cs/pall	pall wght
Salsa	8	200	4.560	1.714	0.500	0.525	12	12	3x4	1	16.49	13.93	1.934	7.104224	TBD	TBD		#VALUE!
							24	12	3x4	2	16.49	13.93	3.678	0.8	TBD	TBD		#VALUE!
	12	200	4.560	2.377	0.750	0.779	12	12	3x4	1	16.49	13.93	2.62	10.143908	TBD	TBD		#VALUE!
							24	12	3x4	2	16.49	13.93	5.004	0.8	TBD	TBD		#VALUE!
	16	200	4.560	3.070	1.000	1.034	12	12	3x4	1	16.49	13.93	3.32	13.2074	TBD	TBD		#VALUE!
							24	12	3x4	2	16.49	13.93	6.39	0.8	TBD	TBD		#VALUE!
Salsa Con Queso	8	200	4.560	1.714	TBD	TBD	12	12	3x4	1	16.49	13.93	1.934	#VALUE!	TBD	TBD		#VALUE!
						TBD	24	12	3x4	2	16.49	13.93	3.678	#VALUE!	TBD	TBD		#VALUE!
	12	200	4.560	2.377	TBD	TBD	12	12	3x4	1	16.49	13.93	2.62	#VALUE!	TBD	TBD		#VALUE!
						TBD	24	12	3x4	2	16.49	13.93	5.004	#VALUE!	TBD	TBD		#VALUE!
	16	200	4.560	3.070	TBD	TBD	12	12	3x4	1	16.49	13.93	3.32	#VALUE!	TBD	TBD		#VALUE!
							24	12	3x4	2	16.49	13.93	6.39	0.8	TBD	TBD		#VALUE!

PRIMARY PACKAGE SPECIFICATIONS

Size	Type	Description	Secondary Pack Count	Process	Line Speed	Shape	ID #	Diameter or Length	Width	Height	Neck Finish	Closure ID Number	Supplier	Contact Name & Telephone #
114 oz.	Jug	#10 Can with Grip	6	H/C	100	Rectangle		6.5 in	5.65 in	6.9 in	110		Graham-OI	
106 oz.	Jug	# 10 Can with Grip	6	H/C	100	Rectangle	103-101						Consolidated Container Company	Bill Kulerwein
12 oz.	Bottle	Mustard	12,24	C	350		41089						Graham-OI	
12 oz.	Bottle	Mustard Oblong	12,24	C	350	Oval	PC3190						Graico	Rob Apgar
128 oz.	Jar	RND SHLDR gallon	6	C	100	Cylinder	4029	5.866 in		10.03 in	110-400		Pretium Packaging	Ed Weiss
128 oz.	Jug	Stock Gallon-63	4,6	H/C	1100	Rectangle		6.5 in	5.7 in	8.4 in	63		Graham-OI	Frank Hilton
18 oz.	Bottle	BBQ Oblong	12,24	H/C	350	Rectangle	PC3500	3.5 in	1.95 in	7.5 in	33-400 (8tpi)		Graico	Rob Apgar
20 oz.	Squeeze Bottle	Bottom Inverted		H/C		Oval	Stock 20 oz	3.8 in	2.85 in	6.75 in	33		Alcan	Nick Stavropolous
24 oz.	Squeeze bottle	Ketchup	12,24	H/C	350	Rectangle	Stock 24 oz	4"			33		Alcan	Nick Stavropolous
32 oz.	Ribbed jar	Mayo jar	12,15,24	C	300	Cylinder	4059	3.78 in		6.56 in	70-400		Pretium Packaging	Ed Weiss
12 oz.	Cup	12 oz container		H/C	200	Cup	409112	4.56 in		2.38 in		409P	Polytainers Inc	Dave Wingrove
16 oz.	Cup	16 409 Bowl		H/C	200	Cup	409167	4.59 in		3.07 in		409P	Polytainers Inc	Dave Wingrove
67 oz.	Non round container	67 oz.		H/C	100	Rounded quint cup	T66664F	5.71 in	3.71 in	7.80 in		L6660	Berry Plastics Corp	Jack Kelly
114 oz	Pouch	#10 equivalent	6	H/C	30	Rectangle							Cryovac	
250 oz	Pouch	1 1/2 gal	3	H/C	25	Rectangle							Cryovac	
400 oz	Pouch	25 lb	2	H/C	12	Rectangle							Cryovac	
8 oz.	Jar	Mayo jar				Cylinder	4065	2.28 in		4.42 in	53-400		Pretium Packaging	Ed Weiss
12 oz.	Jar	Mayo jar				Cylinder	Stock 12 oz.				70-400		Pretium Packaging	Ed Weiss
12 oz.	Jar	Wide Mouth Round Jar				Cylinder	OOM 45212	3.7 in	3.7 in	3.64 in	89-400		Silgan, Empire, Emco	Frank Bodie
12 oz.	Bottle	Mustard Oval II				Oval	OOM 44178	2.97 in	1.99 in	6.09 in	38-400 SPEC		Silgan, Empire, Emco	Frank Bodie
128 oz.	Jug	Stock Gallon-53				Rectangle	11140	6.30 in	4.7 in	11.85 in	53		Graham-OI	
128 oz.	Bottle	128 oz Square				Square		5.748 in	5.748 in	10.1 in	110		GRAFCO	Rob Apgar
128 oz.	Jar	Rounded Ribbed				Cylinder		5.94 in	5.94 in	10.05 in	110		GRAFCO	Rob Apgar
16 oz.	Jar	Mayo jar				Cylinder	Stock 16 oz.	3.00 in		4.88 in	70-400		Pretium Packaging	Ed Weiss
16 oz.	Bottle	LSD Bottle				Oval	4037	4.00 in	1.88 in	8.32 in	38-400		Pretium Packaging	Ed Weiss
16 oz.	Squeeze bottle	Dressing				Oval		4.11 in	1.99 in	7.28 in	38		GRAFCO	Rob Apgar
16 oz.	Jar	Ribbed Mayo Jar				Cylinder	OOM 55490	3.04 in	3.04 in	4.84 in	70-470		Silgan, Empire, Emco	Frank Bodie
16 oz.	Jar	Wide Mouth Round Jar				Cylinder	OOM 45019	3.7 in	3.7 in	3.53 in	89-400		Silgan, Empire, Emco	Frank Bodie
16 oz.	Bottle	Pourable Salad Dressing				Rectangle	ORM 44155	4.12 in	1.97 in	7.77 in	38-400 SPEC		Silgan, Empire, Emco	Frank Bodie
16 oz.	Bottle					Rectangle	016-263	3.61 in	2.44 in	6.19 in	28-400		Consolidated Container Company	Bill Kulczycki
18 oz.	Squeeze bottle	Mayo jar				Oval	4107	3.54 in	2.1 in	7.34 in	38-400		Pretium Packaging	Ed Weiss
18 oz.	Bottle	BBQ Sauce bottle				Rectangle	4073	3.51 in	1.38 in	7.48 in	38-400		Pretium Packaging	Ed Weiss
18 oz.	Squeeze bottle	BBQ Stock					41746				38		Graham-OI	
18 oz.	Squeeze bottle	Inverted Squeeze				Oval		3.83 in	2.20 in	6.54 in	38		GRAFCO	Rob Apgar
18 oz.	Squeeze bottle	BBQ Ribbed				Rectangle		3.5 in	1.95 in	7.5 in	33 Deep		GRAFCO	Rob Apgar
18 oz.	Squeeze bottle	BBQ Brick Angled				Rectangle		3.5 in	2.2 in	7.5 in	33 Deep		GRAFCO	Rob Apgar
18 oz.	Bottle	BBQ Round				Cylinder	ORM 44170	2.83 in	2.83 in	6.94 in	38-400 SPEC		Silgan, Empire, Emco	Frank Bodie
18 oz.	Jar	Geneva Jar				Cylinder	OOM 45185	4.12 in	3.4 in	3.75 in	83-400		Silgan, Empire, Emco	Frank Bodie
18 oz.	Bottle	Squeeze Mayo				Oval	OOM 55570	3.71 in	2.18 in	7.04 in	38-400		Silgan, Empire, Emco	Frank Bodie
20 oz.	Squeeze bottle	Ketchup Inverted				Oval		3.8 in	2.25 in	6.72 in	33		Alcan	Nick Stavropolous
24 oz.	Bottle	LSD Bottle				Oval	4097	4.77 in	2.32 in	8.12 in	38-400		Pretium Packaging	Ed Weiss
24 oz.	Bottle	Pourable Salad Dressing				Rectangle	OOM 44106	4.34 in	2.19 in	8.42 in	38-400 SPEC		Silgan, Empire, Emco	Frank Bodie
28 oz.	Bottle	BBQ Sauce bottle				Rectangle	Stock 28 oz.	4.01 in	1.71 in	8.36 in	38-400		Pretium Packaging	Ed Weiss
28 oz.	Squeeze bottle	BBQ Brick Angled				Rectangle		4.0 in	2.5 in	8.35 in	33 Deep		GRAFCO	Rob Apgar
28 oz.	Bottle	BBQ Oblong				Rectangle	OOM 44138	4.06 in	2.16 in	8.49 in	33-400 (8tpi)		Silgan, Empire, Emco	Frank Bodie
28 oz.	Bottle	BBQ Round				Cylinder	ORM 44178	3.28 in	3.28 in	7.89 in	38-400		Silgan, Empire, Emco	Frank Bodie
32 oz.	Jar	Ribbed Mayo Jar				Cylinder	OOM 55799	3.77 in	3.77 in	6.49 in	70-470		Silgan, Empire, Emco	Frank Bodie
36 oz.	Squeeze bottle	Ketchup				Rectangle	R-80105	4.0 in	2.75 in	9.7 in	33		Graham-OI	
48 oz.	Ribbed jar	Mayo jar				Cylinder	4109	4.35 in		7.39 in	70-400		Pretium Packaging	Ed Weiss

Packaging Formats - Bottles

Rev 9/8/04

			Product Container					Case Information				Outside Case Dimenstion				Pallet			
Group	Size (oz)	Speed (bpm)	wdth (in)	dpth (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/l yr	Case Pattern (w x d)	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Ketchup	14	350	3.00	1.88	8.00	0.88	0.95	12	12	4 x 3	1	7.876	9.563	8.376	12.2				0
			3.00	1.88	8.00	0.88	0.95	24	24	4 x 6	1	7.876	19.251	8.376	23.6				0
	20	270	3.50	2.25	7.00	1.25	1.61	12	12	4 x 3	1	9.376	11.439	7.376	20.12				0
			3.50	2.25	7.00	1.25	1.61	24	24	6 x 4	1	13.876	15.126	7.376	39.44				0
	24	210	3.75	2.25	9.50	1.50	1.38	12	12	4 x 3	1	9.376	11.439	9.813	17.36				0
			3.75	2.25	9.50	1.50	1.38	20	20	4 x 6	1	9.376	18.814	9.813	28.4				0
	32	185	3.88	2.75	7.75	2.00	2.10	12	12	4 x 3	1	11.626	12.376	8.251	26				0
			3.88	2.75	7.75	2.00	2.10								0.8				0
	36		4.25	2.88	9.88	2.25	2.43	12	12	4 x 3	1	11.876	12.751	10.251	29.96				0
			4.25	2.88	9.88	2.25	2.43								0.8				0
	46	150	4.38	3.00	11.00	2.88	3.05	8	8	4 x 2	1	12.376	9.126	11.376	25.2				0
			4.38	3.00	11.00	2.88	3.05	12	12	4 x 3	1	12.376	13.876	11.376	37.4				0
	64	120	5.00	3.75	10.75	4.00	4.20	6	6	3 x 2	1	11.251	10.376	10.376	26				0
BBQ	18	270	3.50	2.38	7.50	1.13	1.23	12	12	4 x 3	1	9.876	11.251	7.876	15.56				0
	28		3.75	2.50	8.75	1.75	1.89	12	12	4 x 3	1	10.376	11.626	9.126	23.48				0
Mayo	12	350	3.00	2.00	6.63		0.80	24	24	4 x 6	1	8.376	18.376	7.001	20				0
	16	270	3.00	3.00	5.00		1.01	12	12	3 x 4	1	9.376	12.376	5.376	12.92				0
			3.00	3.00	5.00		1.00	24	24	4 x 6	1	12.376	18.376	5.376	24.8				0
	18	270	3.75	2.38	7.00		1.20	12	12	4 x 3	1	9.876	11.626	7.376	15.2				0
			3.75	2.38	7.00		1.20	24	24	6 x 4	1	14.626	15.376	7.376	29.6				0
	32	185	3.75	3.75	6.50		2.06	12	12	4 x 3	1	15.376	11.626	6.876	25.52				0
			3.75	3.75	6.50		2.06	15	15	5 x 3	1	19.126	11.626	6.876	31.7				0
	48	150	4.13	3.75	7.75		3.37	8	8	2 x 4	1	8.626	15.376	8.126	27.76				0
	64	120						6	6						0.8				0
	128	120	6.50	6.50	9.38		7.90	4	4	2 x 2	1	13.376	13.376	9.751	32.4				0
Salad	16	270	4.13	1.88	8.25		1.10	12	12	4 x 3	1	7.876	12.751	8.626	14				0
			4.13	1.88	8.25		1.10	24	24	6 x 4	1	11.626	16.876	8.626	27.2				0
	24	210	4.50	2.38	8.88		1.57	12	12	4 x 3	1	9.876	13.501	9.251	19.64				0
			4.50	2.38	8.88		1.57	24	24	6 x 4	1	14.751	18.376	9.251	38.48				0

DX88

GIU07025

Packaging Formats - Bottles

Revised 9/8/04

			Product Container					Case Information				Outside Case Dimension				Pallet			
Group	Size (oz)	Speed (bpm)	wdth (in)	dpth (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/l yr	Layer Pattern	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Mustard	16	270	3.00	3.00	6.50	1.00	1.10	12	12						13.94				0
			3.00	3.00	6.50	1.00	1.10	24	24						27.08				0
	20		3.00	3.00	7.25	1.25	1.36	12	12						17.12				0
			3.00	3.00	7.25	1.25	1.36	24	24						33.44				0
	24	210	3.00	3.00	8.25	1.50	1.63	12	12						20.36				0
			3.00	3.00	8.25	1.50	1.63	24	24						39.92				0

GTU07026

DX88

Labeling Formats - Bottles

Revised 6/24/04

Group	Size	Type	Product Container		Case		Pallet	
			width (in)	height (in)	width (in)	height (in)	width (in)	height (in)
Ketchup		Rectang Label						
Front Label								
	14 oz		2.5"	2.5"				
Upside Down	20 oz		3"	4"				
	24 oz		3"	3-1/8"				
Upside Down	32 oz		3-1/4"	4"				
	36 oz		3-3/8"	3.5"				
	46 oz		3-3/8"	4"				
	64 oz		3.75"	4"				
Back Label								
	14 oz		2.5"	2.5"				
Upside Down	20 oz		2-3/4"	4"				
	24 oz		3"	3-1/8"				
Upside Down	32 oz		3"	4"				
	36 oz		3-3/8"	3.5"				
	46 oz		3-3/8"	4"				
	64 oz		3.75"	4"				
Neck Band								
	14 oz	Under cap	5-1/4"	1-3/8"				
Upside Down	20 oz	N/A						
	24 oz		5-1/4"	1-1/4"				
Upside Down	32 oz	N/A						
	36 oz		6-1/4"	1-1/2"				
	46 oz		6-1/4"	1-5/8"				
	64 oz		5"	1-5/8"				
Cap Size								
	14 oz	Flip	3.5 cm					
Upside Down	20 oz	Flip	5.5 cm					
	24 oz	Flip	3.5 cm					
Upside Down	32 oz	Flip	5.5 cm					
	36 oz	Flip	3.5 cm					
	46 oz	Flip	3.5 cm					
	64 oz	Flip	3.5 cm					

DX88

GIU07027

Labeling Formats - Bottles

Revised 6/24/04

Group	Size	Type	Product Container		Case		Pallet	
			width (in)	height (in)	width (in)	height (in)	width (in)	height (in)
BBQ		Tapered Label						
Front Label								
	18 oz		2-3/4"	4-1/8"				
	28 oz		3"	4.5"				
Back Label								
	18 oz		2-3/4"	4-1/8"				
	28 oz		3"	4.5"				
Neck Band								
	18 oz	Shrink						
	28 oz	Shrink						
Cap Size								
	18 oz	Screw	3.5 cm					
	28 oz	Screw	3.5 cm					
Mayo								
Front Label								
Squeeze	12 oz		2-3/8"	4"				
Round	32 oz	Wrap	12-1/4"	3"				
Back Label								
Squeeze	12 oz		2-3/8"	4"				
Round	32 oz	N/A						
Neck Band								
Squeeze	12 oz	N/A						
Round	32 oz	Tamper Band						
Cap Size								
Squeeze	12 oz	Flip	4 cm					
Round	32 oz	Screw	7 cm					

DX88

GIU07028

Labeling Formats - Bottles

Revised 6/24/04

Group	Size	Type	Product Container		Case		Pallet	
			width (in)	height (in)	width (in)	height (in)	width (in)	height (in)
Salad								
Front Label								
	16 oz		3-1/2"	3-3/8"				
	24 oz		3-7/8"	3.75"				
Back Label								
	16 oz		3.5"	3-3/8"				
	24 oz		3-7/8"	3.75"				
Neck Band								
	16 oz	Cover Cap	5"	2"				
	24 oz	Cover Cap	5"	2"				
Cap Size								
	16 oz	Screw	3.5 cm					
	24 oz	Screw	3.5 cm					
Mustard								

DX88

GIU07029

Packaging Formats - Cups

Revised 9/8/04

			Product Container				Case Information				Outside Case Dimension				Pallet			
Group	Size (oz)	Speed (cpm)	diameter (in)	hght (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/ lyr	Case Pattern	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Salsa	8	200	4.560	1.714	0.500	0.525	12							7.1042				0
							24							0.8				0
	12	200	4.560	2.377	0.750	0.779	12							10.144				0
							24							0.8				0
	16	200	4.560	3.070	1.000	1.034	12							13.207				0
							24							0.8				0
Salsa Con Queso	8	200					12							0.8				0
							24							0.8				0
	12	200					12							0.8				0
							24							0.8				0
	16	200					12							0.8				0
							24							0.8				0

DX88

GIU07030

Labeling Formats - Cups

Revised 6/24/04

Group	Size	Type	Product Container		Case		Pallet	
			Diameter (Recess)	Label Size	width (in)	height (in)	width (in)	height (in)
Salsa								
Lid Recess								
	8		4.051	???				
	12		4.051	???				
	16		4.051	???				
Film (Seal)								
	8		4.6	NA				
	12		4.6	NA				
	16		4.6	NA				
Salsa Con Queso								
Lid Recess								
	8		4.051	???				
	12		4.051	???				
	16		4.051	???				
Film (Seal)								
	8		4.6	NA				
	12		4.6	NA				
	16		4.6	NA				

DX88

GIU07031

Packaging Formats - Pouch

Revised 9/8/04

			Product Container					Case Information				Outside Case Dimension				Pallet			
Group	Size (lb)	Speed (ppm)	length (in)	wdth (in)	dpth (in)	net wght (lbs)	pkg wght (lbs)	Pack	Pack/ lyr	Case Pattern	Lyrs/ Cs	wdth (in)	dpth (in)	hght (in)	case wght (lbs)	cs/ lyr	lyrs/ pall	cs/ pall	pall wght
Salsa																			
#10 Can	6.6875	30	11.00	8.50	2.00	6.6875	6.6875	6	2	1 x 2	3	15.5	12.5	7.5	40.925	10	5	50	2046.3
(1/2) of #10 Can	3.3438	30	5.50	8.50	2.00	3.3438	3.3438	12	4	2 x 2	3	15.5	12.5	7.5	40.926	10	5	50	2046.3
Salsa con Queso		30																	

DX88

GIU07032

Labeling Formats - Pouch

Group	Size	Type	Product Container		Case		Pallet	
			width (in)	height (in)	width (in)	height (in)	width (in)	height (in)
Salsa								
#10 Can	7 lb		NA	NA				
1/2 of #10 Can			NA	NA				
Salsa Con Queso								
#10 Can	7 lb		NA	NA				
1/2 of #10 Can			NA	NA				

DX88

GIU07033

Group	Size		width (in)	depth (in)	height (in)	Annual Volume
Mustard	16		3.00	3.00	6.50	
	20		3.00	3.00	7.25	
	24		3.00	3.00	8.25	
Mayo	12	MYJ12 oz	3.00	2.00	6.63	270597
	16	MYJ16 oz	3.00	3.00	5.00	912799
	18	MYJ18 oz	3.75	2.38	7.00	270427
	32	MYJ32 oz	3.75	3.75	6.50	7600566
	48	MYJ48 oz	4.13	3.75	7.75	13825
	128	MYJ128 oz	6.50	6.50	9.38	16519
BBQ	18	BQJ18 oz	3.50	2.38	7.50	2424728
	28	BQJ28 oz	3.75	2.50	8.75	301230
Ketchup	14	KTJ14 oz	3.00	1.88	8.00	366464
	20		3.50	2.25	7.00	
	24	KTJ24 oz	3.75	2.25	9.50	5704167
	32		3.88	2.75	7.75	
	36	KTJ36 oz	4.25	2.88	9.88	3152253
	46	KTJ46 oz	4.38	3.00	11.00	511172
	64	KTJ64 oz	5.00	3.75	10.75	1259900
Salad	16	SDJ16 oz	4.13	1.88	8.25	79165025
	24	SDJ24 oz	4.50	2.38	8.88	

BQJ128 oz
BQJ16 oz
BQJ18oz low Carb
BQJ76 oz
BQJpouch
KTJ28 oz
KTJ40 oz
KTJpouch
MYJ8 oz
MYJpouch
PIZpouch
SDJ12 oz
SDJ32 oz
SDJ8 oz
SDJpouch
SLC12 oz Cup
SLC16 oz Cup
SLC16 oz Jar
SLC24 oz Jar
SLC64 oz Jar
SLCpouch

Group	Size	Pack	Case		
			width (in)	depth (in)	height (in)
Mustard	16	12			
		24			
	20	12			
		24			
	24	12			
		24			
Mayo	12	24			
	16	12			
		24			
	18	12			
		24			
	32	12			
		15			
	48	8			
	64	6			
	128	4			
BBQ	18	12			
	28	12			
Ketchup	14	12			
		24			
	20	12			
		24			
	24	12			
		20			
	32	12			
	36	12			
	46	8			
		12			
	64	6			
Salad	16	12			
		24			
	24	12			
		24			

GIU07035

3. PRODUCT DATA INFORMATION

PRODUCT DATA TABLE – SPRAY COOLER									
CONTAINERS									
PRODUCT			DIMENSIONS	WEIGHT (fl. Oz.)	TEMPERATURE			RATE (CPM)	BRIX
MATERIAL (G/C/P or Comp.)		DESCRIPTION			IN	OUT	CC OR MAT		
1	P	114 oz. Non-Round Jug w/Grip	5.65" W x 6.5" L x 6.9" T	TBD	185°F	100°F	MAT	50	TBD
2	P	106 oz. Non-Round Jug w/Grip	5.65"W x 6.5" L x 6.9"T (Estimated Size)	TBD	185°F	100°F	MAT	50	TBD
3	P	128 oz. Non-Round	4.7" W x6.3" L x 11.7" T	TBD	185°F	100°F	MAT	50	TBD
4	P	18 oz. BBQ Non-Round	1.95" W x 3.5" L x 7.5" T	TBD	185°F	100°F	MAT	350	TBD
5	P	20 oz. Inverted Ketchup Non-Round	2.25" W x 3.8" L x 6.75" T	TBD	185°F	100°F	MAT	350	TBD
6	P	24 oz. Ketchup Non-Round	2.5" W x 3.9" L x 6.9" T (Estimated size)	TBD	185°F	100°F	MAT	350	TBD
7	P	12 oz. Tapered Cup	4.56" D x 2.38" T	TBD	185°F	100°F	MAT	200	TBD
8	P	16 oz. Tapered Cup	4.56" D x 3.07" T	TBD	185°F	100°F	MAT	200	TBD

G/C/P = Glass, Can or PET
CPM = Containers per Minute
CC = Center Core
MAT = Mass Average Temp
BRIX = Dissolved solids expressed in degrees

***NOTE: All cooling times and operating rates are based upon comparisons to similar products packed in similar containers. No thermal testing procedures have been undertaken on the Customer's actual product. Final cooler size, price, operating rates, and exit temperatures are subject to change upon completion of thermal testing of the actual product and containers in the Arrowhead Systems Test Lab.**

3255 Medalist Drive 54902 – P. O. Box 2408 – Oshkosh, WI 54903 USA 920.235.5562
www.arrowheadsystems.com

From:	Teufel, Gregory
To:	"jrudd@mwn.com"
Cc:	Heineman, Sarah B.
Subject:	RE: amounts owed by Giuseppe"s Finer Foods
Date:	Wednesday, January 24, 2007 5:08:42 PM

Jonathon:

Thanks for taking the time to discuss the Arrowhead case with me today. Further to our conversation, I am providing additional information as to why the Contractor and Subcontractor Payment Act is inapplicable, in hopes that this will help spur more meaningful settlement negotiations.

Plaintiff Arrowhead only alleges that it designed and provided equipment. It does not allege that it installed the equipment or make any other allegation regarding services it performed that could possibly be viewed as performing work on real property as required for applicability of the Act. Busse vaguely alleges field service work, which is also not sufficient to allege work on real property as required for applicability of the Act.

The allegations could not in good faith be amended to come within the language of the Act because, no matter how the work is characterized, Plaintiff Arrowhead did not improve the realty. Under section 502 of the Act-Definitions-"A contractor under the Act is a person authorized or engaged by an owner to improve real property." "The rule is well settled in Pennsylvania that where a tenant attaches to real estate fixtures and equipment necessary for the operation of its business, such items become "trade fixtures", and a presumption arises that the tenant is entitled to remove them during or at the termination of its lease." Cattie v. Joseph P. Cattie & Bros., Inc., 403 Pa. 161, 163 (Pa. 1961). Furthermore, articles which are erected for business purposes by a tenant upon the leased premises are trade fixtures and constitute personal property even though physically annexed to the ground. Berry v. Heinel Motors, Inc., 162 Pa. Superior Ct. 52, 54-55, 56 A. 2d 374 (1948); Renaund v. Agresti, 1981 Pa. Dist. & Cnty. Dec. LEXIS 242 (C.C.P. Erie 1981).

I assume the equipment was simply bolted to the floor, but that may not even be the case. Giuseppe's leases the property. Even if Giuseppe's were the owner, the equipment is not part of the real estate for a variety of reasons, such as the fact that it can all be removed without damaging the realty. Therefore, Arrowhead did not improve real property and the contract and services performed do not fall under the Contractor and Subcontractor Payment Act.

If we can't settle this, we will be forced to file preliminary objections. If, as we expect, the Court dismisses the Contractor and Subcontractor Payment Act claims, Section 512 of the Act allows for attorneys fees to the Defendants. So Arrowhead is risking a fee award against Arrowhead by asserting a claim under the Act that is likely to be dismissed.

In addition, no written documents were attached to the Complaint as required by Pa.R.Civ.P. 1019(i). In fact, Plaintiffs do not even attach the documents that they state were attached--Invoices etc. In addition, Plaintiff Busse does not allege any facts regarding the terms of the oral contract as required by Pa.R.C.P. 1019(a) and case law.

Finally, please note that there are numerous issues as to breach of contract and as to entitlement to further payment under the contracts. For example, Giuseppe's had two pieces of equipment supplied by Arrowhead/Busse. They were the Depalletizer and the Bottle Spray Cooler.

1. Depalletizer - this is a machine that takes a full pallet of bottles and sweeps off the bottles in layers and then it takes the layers from a mass to a single file for use on the line.

The machine was set up for a few different bottles but there is no configurability built into it.

This means when they change to a different size of bottle, they do not have a setting that could change to tell the machine that the bottle height had changed. There was no operator interface on the panel view to change other than to select a different bottle. When they would run a bottle that was different than the preprogrammed bottle, the machine would not work correctly when going from layer to layer.

The machine was programmed with a few different bottles already in the main program but even these bottle sizes were incorrect for certain bottles and required adjustment.

Also, the machine does not recognize when a layer sheet is missing when going from layer to layer. If the layer sheet is missed, the machine stops and will not do anything until an operator inserts a layer sheet.

2. Spray Cooler – the spray cooler is basically a large cooling tunnel that sprays water over the top of the bottles to cool a hot bottle to a room temp bottle.

They have more significant issues with this piece of equipment than with the depalletizer. Right now they have been unable to run the cooler infeed conveyor at a higher rate than 150 bottles per minutes(bpm). The infeed has a sweep bar that pushes the bottles into the cooler. When they run above 150 bpm, the bottles actually run off the end of the conveyor before the sweeper bar pushes them into the conveyor.

The line is designed to run at 350 bpm, so you can see this is a big deal. They also have major issues with the sweep bar in general. When the sweep bar sweeps in a lot of instances (even at low speeds – 100 bpm), the bar will knock the bottles over. They have had this issue with a lot of the products they run. Then they have to put a person on the other side of the cooler to stand bottles up at an additional cost. If you don't stand the bottles up then they jam and shut down the line. On certain products they experience 70 to 80% of the bottles will be knocked over.

I am hopeful this gives enough additional information to counsel in favor of acceptance of our very reasonable settlement offers. Note that we offered to pay 100% to Busse of the amounts requested. If you need any further information, please do not hesitate to contact me.

Best regards,
Greg

Schnader Harrison Segal & Lewis LLP
Suite 2700 Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3010
(412)577-5289 (work)
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From: Teufel, Gregory
Sent: Monday, January 15, 2007 2:47 PM
To: 'jrudd@mwn.com'
Subject: FW: amounts owed by Giuseppe's Finer Foods

Jonathon:

Here was what we proposed for Busse.

Best regards,
Greg

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(412)765-3858 (fax)
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From: Teufel, Gregory
Sent: Thursday, November 30, 2006 8:19 PM
To: Rogers, Marty
Subject: RE: amounts owed by Giuseppe's Finer Foods

Mr. Rogers:

I understand that Busse/SJI is a subsidiary of Arrowhead. The amount it is owed is much smaller so we will not need to do a note with that one. Please forward this to the attorneys as well. We will need a similar letter for this company too. Please let me know if you or counsel have any questions, comments, or requested changes.

Best regards,
Greg

From: Rogers, Marty [mailto:mrogers@arrowheadsystems.com]
Sent: Thu 11/30/2006 7:03 PM
To: Teufel, Gregory
Subject: RE: amounts owed by Giuseppe's Finer Foods

I have forwarded the documents to our attorneys, and will be back in contact soon.

From: Teufel, Gregory [mailto:GTeufel@Schnader.com]
Sent: Thursday, November 30, 2006 1:48 PM
To: Rogers, Marty

Subject: amounts owed by Giuseppe's Finer Foods

Mr. Rogers:

I write to you as counsel for Giuseppe's Finer Foods, Inc. to attempt to reach a settlement with respect to any and all amounts owed to Arrowhead Systems, Inc. Attached please find a proposed release and note. By December 14, 2006, we are attempting to close additional financing which will allow us to pay Arrowhead. Thus this matter requires prompt attention.

If we are unable to close on this additional financing, then the chances of payments being made to the creditors goes down considerably. I would be happy to discuss with you or with counsel for Arrowhead to explain the urgency, and why it is in the mutual best interests of Giuseppe's and Arrowhead to reach settlement quickly. If you or counsel for Arrowhead has any requested changes, comments, or questions on the attached, please let me know as soon as possible. If not, as soon as possible, please return an executed release to me, along with a letter, per paragraph 6 of the release "To whom it may concern:" stating in the body that Arrowhead Systems, Inc. and Giuseppe's Finer Foods, Inc. "have entered into acceptable arrangements for payment" for all amounts owed by Giuseppe's Finer Foods, Inc., Gortech Global Fabrication, LLC, ICP Global Holdings, Inc., ICP Asset Management, Inc., or any related entity to Arrowhead Systems, Inc.

Thank you for your attention to this matter.

Best regards,
Greg Teufel

Schnader Harrison Segal & Lewis LLP
Suite 2700 Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3010
(412)577-5289 (work)
(412)596-6316 (cell)
(412)421-7123 (home)
(412)765-3858 (fax)
mailto:gteufel@schnader.com

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From: Teufel, Gregory
To: "jrudd@mwn.com"
Subject: FW: Movie of Row Pusher on Cooler
Date: Monday, March 12, 2007 3:25:08 PM
Attachments: 100_1382.mov

Jon:

Here is the movie I referenced. As we discussed, it may help to have a technical person from Arrowhead contact Luke Sicard directly rather than have Luke relay the information to me, me to you, then you to your client.

Best regards,
Greg

Schnader Harrison Segal & Lewis LLP
Suite 2700 Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3010
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-----Original Message-----
From: Luke Sicard [mailto:lsicard@giuseppesfinerfoods.com]
Sent: Monday, March 12, 2007 12:11 PM
To: Teufel, Gregory
Subject: Movie of Row Pusher on Cooler

<<100_1382.mov>>
Greg,

I think this movie shows it pretty good as far as bottles tipping over.

It's hard to see the misalignment on the little black fingers but I'm sure that is what is causing the problem.

Let me know what you think.

I can provide additional information if you need it.

DX104

Thanks

Luke

Luke C. Sicard II, P.E.
Director of Engineering

2592 Oklahoma-Salem Road
P. O. Box 687
Dubois, PA 15801
814-372-5409 (office)
814-375-0364 (fax)

DOCUMENT 00010

INVITATION TO BID

Project: FOOD PROCESSING FACILITY: Project general comprises furnishing and installation of electrical, mechanical, and Conveyor Systems, installation of processing systems, and automation.

The Work will be performed under separate Contract as follows:

Contract One – Electrical Construction.
Contract Two – Mechanical Construction.
Contract Three – Process Piping Construction.
Contract Four – Conveyor Construction.
Contract Five – Process Equipment Installation (Rigging).
Contract Six – Automation.

Owner: INTERNATIONAL CUSTOM PRODUCTS (ICP)
Oklahoma-Salem Road
P.O. Box 527A
DuBois, PA 15801

Engineer: Contracts One and Two:
architecture+engineering innovations
Attention: Robert J. Illo, AIA, P.E.
156-A North Donnerville Road
Mountville, PA 17554
Phone: 717-285-7004
Fax: 717-285-7197
e-mail: aeinnovations@earthlink.net

Contract Three, Four, Five and Six:
MPE Services, Inc.
Attention: George Bennett
3030 Armstrong Drive
Corona, CA 92881
Phone: 951-735-4418
Fx: 951-735-4463
e-mail: george@mpeconsulting.com

Direct questions to the Engineer for each Contract and to Lola Mowen at ARRO Consulting, 270 Granite Run Drive, Lancaster, PA 17601, telephone (717) 560-2771, fax (717) 560-0577, e-mail lola.mowen@thearrogroup.com.

Owner will provide Bidders with (1) copy of the Project Manual at no cost. Bidders may obtain drawings by two means:

1. Purchase drawings (excluding Site and Process drawings) from the following document service:

   Print-O-Stat, Inc.
   1741 Rohrerstown Road
   Lancaster, PA 17601
   Phone: 717-581-6680
   Fax: 717-581-5224
   www.printostat.com

2. Download and plot drawings from the following web sites:

   All drawings exclusive of Site and Process drawings can be obtained at:
   http://www.giuseppesfinerfoods.com click on "drawings" and follow instructions.
   user name = "files"
   password = "getem"

   Process drawings can be obtained at:
   ftp://ftp.mpeconsulting.com click on "Outgoing," then "George Bennett" and open the appropriate folders
   user name = "mpeguest"
   password = "mpeguest"

3. The Site Plan and Grading and Utility Plan drawings have been attached to the Project Manual.

   Additionally, bidders are encouraged to obtain at least one complete set of drawings.

A pre-bid meeting for each Contract, followed by a site visit, will be held at the office of the Owner, address given above, at the time (prevailing Eastern Standard) and on the dates shown below.

Electrical Construction:	9:00 A.M. Monday, October 11, 2004
Mechanical Construction	9:00 A.M. Wednesday, October 13, 2004
Process Equipment Installation (Rigging)	2:30 P.M. Wednesday, October 13, 2004
Process Piping Construction	9:00 A.M. Thursday, October 14, 2004
Conveyor Construction	3:30 P.M. Thursday, October 14, 2004
Automation	9:00 A.M. Friday, October 15, 2004

Attendance at the pre-bid meeting and site visit is **mandatory**.

Questions shall be submitted in writing by fax or e-mail. Questions will be accepted until 4:00 P.M. prevailing Eastern Standard time, on Friday, November 5, 2004; questions submitted after this deadline will not be answered.

Questions shall be submitted from Friday morning to end of business day the following Thursday. An addendum will be issued the following Monday responding to all questions submitted the previous week. All questions will be responded to by Addenda no later than 4:00 PM Wednesday, November 10, 2004

Sealed bids will be received by the Owner at the Owner's office, address given above, until 5:30 P.M., prevailing Eastern Standard time, on Thursday, November 16, 2004. Bids will be opened and read privately.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

A Bidder may submit a bid for more than one contract if it has the capability to perform at least 50% of the Work with its own workforce.

Bids shall remain open for a period of 60 days from the date of Bid opening.

Each Bid must be accompanied by Bid security in the form of a certified check, bank check, or Bid bond (in the required form) for 10 percent of the Bid total.

The INTERNATIONAL CUSTOM PRODUCTS (ICP) hereby reserves the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, or irregularities not involving price, time, or change in the Work, in any Bid.

INTERNATIONAL CUSTOM PRODUCTS (ICP)

DENNIS RAYBUCK, PRESIDENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARROWHEAD CONVEYOR CORPORATION AND BUSSE/SJ1 CORPORATION,	CIVIL DIVISION No. 2006-2159-CD
Plaintiffs,	
v.	
GIUSEPPE'S FINER FOODS, INC., ICP GLOBAL HOLDINGS, INC., ICP ASSET MANAGEMENT, INC., AND DENNIS V. RAYBUCK	
Defendants.	

ORDER

AND NOW, this ___ day of _____, 2018, upon reconsideration of PLAINTIFFS' MOTION IN LIMINE, it is hereby ORDERED, ADJUDGED and DECREED that said Motion is DENIED.

BY THE COURT:

_____, J.