

08-96-CD
Reinhart Food vs Bono Holdings al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE, LLC.,

Plaintiff,

vs.

No. **08-96-CD**

**BONO HOLDINGS, Inc., d/b/a
QUAKER STEAK & LUBE, and
LARRY SALONE, individual,**

Issue No.

Defendants.

COMPLAINT

Code:

Filed on behalf of Reinhart Food Service,
Plaintiff

Counsel of Record for this Party:

Paul R. Rennie, Esquire
PA ID No. 40368

**STONECIPHER, CUNNINGHAM, BEARD
& SCHMITT, P.C.**
Firm No. 349
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

FILED Atty pd. 95.00
M 10/04/04
JAN 22 2008 No CC
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

REINHART FOOD SERVICE,)
Plaintiff,) No.
vs.)
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and)
LARRY SALONE, individual,)
Defendants.)

NOTICE TO DEFEND

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

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

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA. 16830
814-765-2641

STONECIPHER, CUNNINGHAM, BEARD & SCHMITT

BY.

125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

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

COMPLAINT

1. Plaintiff, Reinhart Food Service, is a corporation, authorized to do business in the State of Pennsylvania, having an office at 226 East View Drive, Mt. Pleasant, PA 15666.

2. Defendant, BONO HOLDINGS, Inc., is a Pennsylvania corporation having a registered business address of 602-9 West DuBois Ave., DuBois, Clearfield County, PA 15801 and is believed and therefore averred as doing business as QUAKER STEAK & LUBE, located at 2235 N. Atherton Street, State College, PA. 16803.

3. Defendant, Larry Salone, is an individual and believed and therefore averred to be a principal officer of Defendant Bono Holdings, identified above, and/or an owner of Quaker Steak & Lube, and having a last known address of 1562 Treasure Lake, DuBois, Clearfield County PA 15801.

4. Plaintiff, at the request of the Defendants, sold and delivered to the Quaker Steak & Lube certain goods at the times and in the amounts fully set forth on Plaintiff's statement of Defendants' account, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "1".

5. The prices charged for the said goods were the fair, reasonable and market prices of the same at the time they were sold and delivered to the Quaker Steak & Lube, and further are the prices the Defendants agreed to pay.

6. Plaintiff has demanded payment of the balance due as set forth on Plaintiff's statement of Defendants' account, Exhibit "1", and after all appropriate credits there remains a balance due of Two hundred-ninety-seven thousand, Four hundred, Twenty-eight and 50/100 Dollars (\$297,428.50), but Defendants have failed and refused to pay the same or any part thereof.

7. By the terms of sale, interest at a rate of one and a half percent (1.5%) per month became due and payable from a due date of December 27, 2007, and Defendants agreed to pay reasonable attorneys' fees which will amount to at least \$10,000.00.

8. On or about September 27, 2006, individual Defendant Salone, executed a certain credit application and "Individual Personal Guaranty" on behalf of the business Defendant, a true and correct copy of which is attached hereto, made a part hereof, and marked as Exhibit "2"; and the business Defendant is indebted to Plaintiff as set forth above.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants in the sum of Two hundred-Ninety-seven thousand, Four hundred, Twenty-eight and 50/100 Dollars (\$297,428.50), plus interest at a rate of one and a half percent (1.5%) per month, from a due date of December 27, 2007, plus attorneys' fees of at least \$10,000.00.

STONECIPHER, CUNNINGHAM, BEARD & SCHMITT

BY: 

Paul R. Rennie, Esquire
Attorney for Plaintiff
PA Attorney I.D. No.40368
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

RUN DATE: 08/01/04 10:25
ACTIN2 RTROUT

AR ACCOUNT INQUIRY PRINT

PAGE 1

Reinhart FoodService, L.L.C. P
226 EAST VIEW DRIVE

MT. PLEASANT, PA 15666 (800)223-0961

CUST# 67229 QUAKER STEAK STATE COLLEG (814) 375-6999 TERMS: 8
AVG: 9.9 SC: 3 TRACS: N LAST: 01/03/08P O BOX 585
DU BOIS PA 15801 SLSMN: 54 MCDERMOTT, KEVIN

APPLY TO	TYPE	TRIP STOP	DATE	AMOUNT	OTHER AMOUNT	NET AMOUNT	DOCUMENT NUMBER	AGE
000009	PAYMENT		01/02/08	42.23-	0.00	42.23-	696756	2
062907	FINANCE		06/29/07	0.00	1,085.48	1,085.48	062907*189	
072607	FINANCE		07/26/07	0.00	1,538.68	1,538.68	072607*162	
082307	FINANCE		08/23/07	0.00	2,596.45	2,596.45	082307*134	
092707	FINANCE		09/27/07	0.00	4,265.61	4,265.61	092707* 99	
102507	FINANCE		10/25/07	0.00	4,310.90	4,310.90	102507* 71	
112307	FINANCE		11/23/07	0.00	4,141.67	4,141.67	112307* 42	
122707	FINANCE		12/27/07	0.00	4,133.43	4,133.43	122707* 8	
198690	INVOICE	038-080	06/15/07	3,763.65	0.00	1,557.76	198690*203	
198690	PAYMENT		10/31/07	1,823.45-	0.00	0.00	002305	65
198690	PAYMENT		11/07/07	5,000.00-	0.00	0.00	002321	58
198690	PAYMENT		11/19/07	91.67-	0.00	0.00	045949	46
198690	PAYMENT		12/03/07	40.87-	0.00	0.00	045968	32
198690	PAYMENT		12/24/07	249.90-	0.00	0.00	045999	11
199080	INVOICE	038-080	06/15/07	158.32	0.00	158.32	199080*203	
201159	INVOICE	035-020	06/19/07	8,607.19	0.00	8,180.05	201159*199	
201159	CREDITM	099-545	06/21/07	427.14-	0.00	0.00	203298	197
201221	INVOICE	035-020	06/19/07	248.76	0.00	248.78	201221*199	
201571	INVOICE	035-020	06/19/07	130.44	0.00	130.44	201571*199	
201630	INVOICE	035-020	06/19/07	131.57	0.00	131.57	201630*199	
204765	INVOICE	038-070	06/22/07	1,076.93	0.00	1,076.93	204765*196	
204972	INVOICE	038-070	06/22/07	10,511.16	0.00	10,453.33	204972*196	
204972	CREDITM	099-550	06/26/07	57.83-	0.00	0.00	207229	192
204996	INVOICE	038-070	06/22/07	451.51	0.00	451.51	204996*196	
205731	INVOICE	098-100	06/23/07	3,360.00	0.00	3,360.00	205731*195	
207323	INVOICE	035-020	06/26/07	6,933.81	0.00	6,933.81	207323*192	
207413	INVOICE	035-020	06/26/07	650.74	0.00	650.74	207413*192	
211171	INVOICE	038-050	06/29/07	4,605.93	0.00	4,606.93	211171*189	
211296	INVOICE	038-050	06/29/07	8,669.30	0.00	8,528.66	211296*189	
211296	CREDITM	099-505	07/03/07	118.66-	0.00	0.00	213232	185
211296	CREDITM	099-506	07/03/07	21.98-	0.00	0.00	213234	185
213720	INVOICE	035-020	07/03/07	9,354.24	0.00	9,282.36	213720*185	
213720	CREDITM	099-579	07/06/07	49.35-	0.00	0.00	217538	182
213720	CREDITM	099-580	07/06/07	22.53-	0.00	0.00	217541	182
213771	INVOICE	035-020	07/03/07	307.47	0.00	307.47	213771*185	
213848	INVOICE	035-020	07/03/07	31.86	0.00	31.86	213848*185	
216658	INVOICE	038-080	07/06/07	985.51	0.00	985.51	216658*182	
216717	INVOICE	093-160	07/06/07	2,003.11	0.00	2,003.11	216717*182	
217027	INVOICE	038-080	07/06/07	8,503.45	0.00	8,503.46	217027*182	
219316	INVOICE	035-020	07/10/07	638.11	0.00	688.11	219316*178	
219555	INVOICE	035-020	07/10/07	8,633.42	0.00	8,607.16	219555*178	
219555	CREDITM		07/17/07	46.25-	0.00	0.00	226445	171
223638	INVOICE	038-060	07/13/07	10,383.21	0.00	10,308.54	223638*175	
223638	CREDITM	099-104	07/17/07	54.67-	0.00	0.00	225432	171

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Ex 1

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Reinhart FoodService, L.L.C. P
226 EAST VIEW DRIVE

MT. PLEASANT, PA 15666 (800) 223-0961

CUST# 67229 QUAKER STEAK STATE COLLEG 814 375-6999 TERMS: 8
AVG: 9.9 SC: 3 TRACS: N LAST: 01/03/08P O BOX 585
DU BOIS PA 15301 SLSMN: 54 MCDERMOTT, KEVIN

APPLY TO	TYPE	TRIP STOP	DATE	AMOUNT	OTHER AMOUNT	NET AMOUNT	DOCUMENT NUMBER	AGE
223640	INVOICE	038-060	07/13/07	318.32	0.00	318.32	223640*175	
223642	INVOICE	038-060	07/13/07	1,625.98	0.00	1,626.98	223642*175	
225966	INVOICE	035-030	07/17/07	10,411.23	0.00	10,411.23	225966*171	
226201	INVOICE	060-080	07/18/07	6,501.22	0.00	6,501.22	226201*170	
226895	INVOICE	038-070	07/20/07	714.00	0.00	84.00	226895*168	
226895	CREDITM	099-044	07/24/07	630.00-	0.00	0.00	231526 164	
229485	INVOICE	038-070	07/20/07	15,367.60	0.00	15,367.60	229485*168	
229507	INVOICE	038-070	07/20/07	363.59	0.00	363.59	229507*168	
230409	INVOICE	098-239	07/21/07	61.79	0.00	61.79	230409*167	
231862	INVOICE	035-040	07/24/07	5,841.87	0.00	5,841.87	231862*154	
231877	INVOICE	035-040	07/24/07	95.18	0.00	95.18	231877*154	
231964	INVOICE	035-020	07/24/07	2,327.90	0.00	2,327.90	231964*154	
232124	INVOICE	035-030	07/24/07	2,552.58	0.00	2,552.58	232124*154	
235810	INVOICE	038-070	07/27/07	195.38	0.00	195.38	235810*161	
235821	INVOICE	038-070	07/27/07	8,889.99	0.00	8,889.99	235821*161	
235830	INVOICE	038-070	07/27/07	349.18	0.00	334.76	235830*161	
235830	CREDITM		08/30/07	14.42-	0.00	0.00	266530 127	A
235922	INVOICE	038-070	07/27/07	919.65	0.00	919.65	235922*161	
235928	INVOICE	038-070	07/27/07	147.05	0.00	147.05	235928*161	
237961	INVOICE	035-020	07/31/07	1,294.24	0.00	1,294.24	237961*157	
238180	INVOICE	035-030	07/31/07	5,980.82	0.00	5,980.82	238180*157	
240340	INVOICE	996-050	08/02/07	555.80	0.00	469.30	240340*155	
240340	CREDITM	099-011	08/23/07	36.50-	0.00	0.00	263064 129	
241776	INVOICE	038-050	08/03/07	577.11	0.00	577.11	241776*154	
241798	INVOICE	038-060	08/03/07	11,753.72	0.00	11,763.72	241798*154	
243705	INVOICE	035-040	08/07/07	218.52	0.00	218.52	243705*150	
243840	INVOICE	035-030	08/07/07	1,494.29	0.00	1,494.29	243840*150	
244126	INVOICE	035-040	08/07/07	6,349.23	0.00	6,349.23	244126*150	
244236	INVOICE	035-020	08/07/07	3,324.07	0.00	3,324.07	244236*150	
244414	INVOICE	035-040	08/07/07	172.15	0.00	172.15	244414*150	
247844	INVOICE	038-070	08/10/07	8,421.59	0.00	8,379.83	247844*147	
247844	CREDITM	099-030	08/14/07	41.76-	0.00	0.00	249704 143	
250203	INVOICE	035-020	08/14/07	7,435.20	0.00	7,435.20	250203*143	
254099	INVOICE	038-090	08/17/07	10,477.89	0.00	10,430.97	254099*140	
254099	CREDITM	099-011	08/21/07	46.92-	0.00	0.00	256077 136	
254176	INVOICE	038-080	08/17/07	2,455.0	0.00	2,455.10	254176*140	
256227	INVOICE	035-030	08/21/07	9,637.10	0.00	9,637.10	256227*136	
256249	INVOICE	035-020	08/21/07	8,461.96	0.00	8,461.96	256249*136	
260054	INVOICE	038-070	08/24/07	153.15	0.00	153.15	260054*133	
260436	INVOICE	038-080	08/24/07	12,738.18	0.00	12,738.18	260435*133	
260463	INVOICE	038-060	08/24/07	751.79	0.00	751.79	260453*133	
262650	INVOICE	035-030	08/28/07	350.37	0.00	350.37	262650*139	
262741	INVOICE	035-020	08/28/07	83.19	0.00	83.19	262741*129	
263247	INVOICE	035-040	08/28/07	12,899.32	0.00	12,844.17	263248 129	

RUN DATE: 08/01/04 10:25
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PAGE 3

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CUST# 67229 QUAKER STEAK STATE COLLEG (814) 375-6999 TERMS: 8
 AVG: 9.9 SC: 3 TRACS: N LAST: 01/03/08
 P O BOX 585
 DJ BOIS PA 15801 SLSMN: 54 MCDERMOTT, KEVIN

APPLY TO	TYPE	TRIP STOP	DATE	AMOUNT	OTHER AMOUNT	NET AMOUNT	DOCUMENT NUMBER	AGE
263247	CREDITM	099-011	08/30/07	55.15-	0.00	0.00	265355	127
265096	INVOICE	996-070	08/29/07	122.48	0.00	122.48	265096*	128
266994	INVOICE	038-060	08/31/07	9,275.03	0.00	9,275.03	266994*	126
266998	INVOICE	038-040	08/31/07	716.18	0.00	716.18	266998*	126
267752	INVOICE	038-050	08/31/07	1,530.37	0.00	1,510.13	267752*	126
267752	CREDITM	099-011	09/07/07	20.24-	0.00	0.00	273494	119
274011	INVOICE	038-050	09/07/07	7,943.83	0.00	7,923.94	274011*	119
274011	CREDITM	099-011	09/12/07	19.89-	0.00	0.00	277473	114
274157	INVOICE	038-040	09/07/07	360.12	0.00	360.12	274157*	119
276494	INVOICE	035-010	09/11/07	203.96	0.00	184.84	276494*	115
276494	CREDITM	099-011	09/11/07	19.12-	0.00	0.00	276499	115
276604	INVOICE	035-010	09/11/07	8,060.91	0.00	6,615.63	276604*	115
276604	CREDITM	097-113	10/12/07	1,204.04-	0.00	0.00	307642	84
276604	CREDITM	099-011	10/11/07	19.64-	0.00	0.00	305418	85
276604	CREDITM	099-011	10/11/07	39.28-	0.00	0.00	305450	85
276604	CREDITM	099-011	10/26/07	17.81-	0.00	0.00	320065	70
276604	CREDITM	099-011	12/06/07	164.51-	0.00	0.00	358793	29

CURRENT BALANCE	30 DAYS+	60 DAYS+	TOTAL
3,676.79	990.67-	294,742.38	297,428.50

NOTE: * = DOCUMENT NUMBER IS INVOICE NUMBER

09/28/2006 1:16 7246962242



RENTMANT M&M CREDIT:

PAGE 02

SLS REP NAME

67236

CUSTOMER NUMBER

67229

BILL TO		SHIP TO
QSL STATE COLLEGE		2235 N. Atherton St.
BUSINESS NAME (Full Corporate Name, if any)		STATE COLLEGE, PA 16803
QUAKER STEAK & LUBE		CITY, STATE, ZIP
(Ind) TRADE NAME		8142348900 18142348915
PO Box 585		PHONE NO. FAX NO.
ADDRESS		MANAGER AREA
DUBOIS PA 15801 Clearfield		ACCOUNTS PAYABLE CONTACT
CITY, STATE, ZIP		2ndcl_sm9@gmail.com
81437564999 8143750700		EMAIL ADDRESS
PHONE NO.		
CELL NO.		

BUSINESS FACTS:

Proprietorship Partnership LLC Corporation Partnership of
 In Business Since: Month 01 Year 06 No. of Employees 222 Previous Business Name NA
 Has Business Ever Filed For Bankruptcy? Yes No If Yes When: Month Year

BUSINESS LOCATION Mortgage Lease/Rent

S&T Bank Dubois, PA Jessica 8143753816
 BANKER/RENTOR NAME ADDRESS PHONE NO.

EQUIPMENT Bank Loan Lease/Rent Own Free and Clear

PURCHASES/STATEMENTS/TERMS/PAYMENT METHOD

Estimated Weekly Purchases \$200

Term Requested: C.O.D. Net 7 Days Other 30 daysPayment Method: ACH EFT to Reinhart CheckFinancials Provided: Yes No (If yes, please attach most recent financial statements)

Complete the following information for all Corporate Officers, Partners or all Individual Proprietor.

LARRY SALAME Owner

NAME AND TITLE ISLEZ TREASURE LAKE

HOME ADDRESS DUBOIS PA 15801

CITY, STATE, ZIP 8143750700 8143750700

HOME PHONE NO. 193480102

CELL NO.

SOCIAL SECURITY NO. 27462217

DATE OF BIRTH 10/01/58

DRIVER'S LICENSE NO.

DATE OF BIRTH

BANKING:

S&T

BANK NAME Liberty Blvd

ADDRESS DUBOIS PA 15801

CITY, STATE, ZIP

Tax Exemption Status: Retail Only? Yes No

(Restaurant)

Tax Exemption Governmental (All Sales) Yes No

Retail Tax ID No. 83477230

(A copy of your Tax Certificate and/or Letter is required)

Tax Exempt ID No.

(A copy of your Tax Certificate and/or Letter is required)

TRADE REFERENCES: (Preferably other food distributors)

NAME	ACCOUNT NO.
1. SYSCO	Verbal
2. RYCOLE	Verbal
3. Berk	Verbal

CONTACT

Sue

PHONE NO.

8142807489

Marty

8144784278

Patrick

8144784278

330-309-1121

FAX: 814-375-9000

EX. "J"

09/28/2005 12:12 7246962242

REINHART FISH CREDIT

PAGE 03

For the period from the date of this application to the date of the last payment, the Purchaser shall be responsible to the following terms and conditions:

- All amounts due for goods and services purchased from Seller are payable in the Seller's credit department from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
- Purchaser agrees that all goods are considered received once they are delivered by Seller's employees, agents or representatives to the Purchaser, Purchaser's agents, employees or representatives. Purchaser expressly waives any requirement as to signature on invoice or bills of lading as evidence of delivery of goods. Purchaser expressly agrees that Seller shall not be responsible for any products nonconformity as to quantity, quality, or price unless noted on the original delivery receipt at the time of delivery.
- All amounts due Seller, including lease payments, are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a deficiency charge shall be added to the sum due, which charge shall equal amounts obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum lawful rate permitted by the laws under the applicable state's law.
- Credit terms are subject to final approval by Seller's credit department, pursuant to only if purchases are not provided within credit terms. Seller reserves the right to change credit terms without notification and Seller reserves all of its legal and equitable remedies including, but not limited to, withholding deliveries of goods to Seller.
- Purchaser shall pay Seller a service charge for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event payment would result in the violation of the usury laws of the applicable jurisdiction.
- In the event the account is turned over to an attorney or other agency for collection or suit is brought, or other, or the same is collected through any judicial proceeding, whomsoever, or Purchaser becomes a debtor in a case under federal bankruptcy law or similar state statute, Purchaser shall pay all expenses including attorneys' fees and court costs incurred by Seller. The Purchaser agrees that venue of any action to enforce this Agreement shall be in the County in which Seller's branch supplying the Purchaser is located.
- The undersigned agrees to notify Seller by certified mail of any change of ownership of the Purchaser and further agrees to be liable for all purchases by any successor should the undersigned fail to comply with said notification. Purchaser certifies to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and authorizes Seller to check with all references furnished pertaining to this credit and financial responsibility of Purchaser.
- If Purchaser ceases doing business with Seller for any reason, Purchaser will immediately purchase from Seller all remaining proprietary/special order items in Seller's inventory including any items customer specifically requested to be stocked.
- The information on this application, as well as a corporate reference, is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize and permit the firm to whom this application is made to investigate the references and all other sources available concerning my/our credit and financial responsibility.

PURCHASER

Signature By: Larry Salone

(Type or Print Name of Purchaser)

Larry Salone

INDIVIDUAL PERSONAL GUARANTY

I, Larry Salone, (Name), for and in consideration of your extending credit to me (the "Purchaser"), personally guarantee, prompt payment of any obligation of the Purchaser to Reinhardt Fish Service, LLC ("Seller"), whether now existing or hereinafter created, and I further agree to bind myself to pay on demand any sum which is due by the Purchaser to Seller whenever the Purchaser fails to pay same. It is understood that this guarantee shall be absolute, continuing and irrevocable guarantee for such indebtedness of the Purchaser.

I expressly waive presentment, demand, protest, notice of protest, notice of default or nonpayment, notice of acceptance of this guarantee, notice of the extension of any guaranteed indebtedness already or hereafter computed by the Purchaser, notice of any modification or renewal of my credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness from, the Purchaser or any other party liable for such indebtedness. I irrevocably waive and abandon all rights to payment and claims for reimbursement or mitigation I may have against the Purchaser or Guarantor of such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guarantee is placed in the hands of an attorney for collection, or suit is brought herein, or it is enforced through any judicial proceeding whatsoever, I shall pay all attorneys' fees and court costs incurred by Seller.

In the event more than one party establishes this County as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural. Any notion of corporate capacity shall be taken as informational and shall not affect the personal nature of the liability. The use of a corporate title shall in no way limit the personal liability of the individual(s) signing this individual personal guarantee.

Guarantor consents to the use of non-biometric consumer credit reports in order to further evaluate credit status of the Guarantor in connection with the extension of credit to the customer. Customer authorizes Creditor to obtain a consumer credit report on the Customer when deemed necessary by the creditor to use to the extent permitted by Federal and State law.

Larry Salone 9/27/00
Signature Date

Home Address: 1627 Treasure Cr Print Name

City, State, Zip: DUBOIS 15801

PA 19348002

Social Security No.

8143750700

Phone No.

8143750700

Cell No.

CREDIT AUTHORIZATION
(FOR OFFICES USE ONLY)

Approved Credit Terms: _____ Approved By: _____ Date: _____

VERIFICATION

I hereby verify that those facts and averments set forth in foregoing Complaint which are within my personal knowledge are true and correct, and that all other facts and averments therein set forth are true to my knowledge and belief. I understand that false statements made herein are subject to the penalties of 18 PA C.S. §4904, relating to unsworn falsification to authorities.

Dated: 12-13-07

Rebecca M. Scott
Title: Credit Manager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

REINHART FOOD SERVICE, LLC)	CIVIL DIVISION
)	
Plaintiff,)	Case No. 2008-96
)	
vs.)	
)	
BONO HOLDINGS, INC. d/b/a)	
QUAKER STEAK & LUBE, and)	
LARRY SALONE, individually)	
)	
Defendants.)	

SUGGESTION OF BANKRUPTCY

FILED ^{acc}
01/11/30/301 *Att'y Boyer*
MAR 25 2008
JS

William A. Shaw
Prothonotary/Clerk of Courts

TO THE COURT:

AND NOW comes the Defendant, Bono Holdings, Inc. by and through their counsel, Leech Tishman Fuscaldo & Lampl, LLC, and file the within Suggestion of Bankruptcy and in support thereof state as follows:

1. On March 13, 2008, Bono Holdings, Inc. (the "Debtor") filed a Voluntary Petition for Relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court for the Western District of Pennsylvania at Bankruptcy Case No.: 08-70259. A true and correct copy of the Notice of Bankruptcy Case Filing has been attached hereto and marked as Exhibit "A".

2. Pursuant to Section 362(a) of the Bankruptcy Code, the filing of the Voluntary Petition operates as a stay of the above-captioned action. 11 U.S.C. § 362.

3. As of the date of this filing, the Plaintiff, has not obtained relief from the automatic stay.

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

)	CIVIL DIVISION
REINHART FOOD SERVICE, LLC)	
)	
Plaintiff,)	Case No. 2008-96
)	
vs.)	
)	
BONO HOLDINGS, INC. d/b/a)	
QUAKER STEAK & LUBE, and)	
LARRY SALONE, individually)	
)	
Defendants.)	

EXHIBIT A

United States Bankruptcy Court
WESTERN DISTRICT OF PENNSYLVANIA**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 03/13/2008 at 3:08 PM and filed on 03/13/2008.

Bono Holdings, Inc.
602-9 West DuBois Avenue
Dubois, PA 15801
Tax id: 20-1238297
dba
Quaker Steak & Lube - State College



The case was filed by the debtor's attorney:

Christopher A. Boyer
Leech Tishman Fuscaldio & Lampl, LLC
525 William Penn Place, 30th Fl
Pittsburgh, PA 15219
412-261-1600

The case was assigned case number 08-70259-BM to Judge Bernard Markovitz.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

John J. Horner
Clerk, U.S. Bankruptcy
Court

PACER Service Center

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

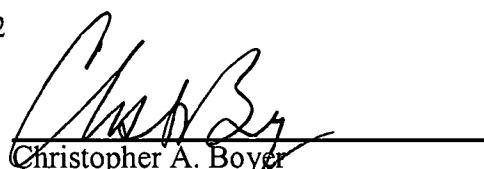
REINHART FOOD SERVICE, LLC)	CIVIL DIVISION
)	
Plaintiff,)	Case No. 2008-96
)	
vs.)	
)	
BONO HOLDINGS, INC. d/b/a)	
QUAKER STEAK & LUBE, and)	
LARRY SALONE, individually)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I, Christopher A. Boyer, Esq. of Leech Tishman Fuscaldo & Lampl, LLC, do hereby certify that a true and correct copy of the foregoing Suggestion of Bankruptcy was served on this 18th day of March, 2008, via first class United States mail, postage prepaid and via facsimile, upon the following:

Paul R. Rennie, Esq.
STONECIPHER, CUNNINGHAM,
BEARD & SCHMITT, P.C.
125 First Avenue
Pittsburgh, PA 15222

Dated: March 18, 2008



Christopher A. Boyer

LEECH TISHMAN
FUSCALDO & LAMPL
ATTORNEYS AT LAW
A LIMITED LIABILITY COMPANY

LEECH TISHMAN
FUSCALDO & LAMPL, LLC

30TH FLOOR
525 WILLIAM PENN PLACE
PITTSBURGH, PA 15219

412.261.1600
412.227.5551 FAX
www.leechtishman.com

March 18, 2008

Marlene Proden
mproden@leechtishman.com

Clearfield County Court
Daniel J. Nelson - Court Administrator
Clearfield County Court Administration
230 East Market Street
Clearfield, PA 16830

*Re: Bono Holdings, Inc. d/b/a Quaker Steak & Lube, and
Larry Salone
Our File No.: 10402-000*

Dear Mr. Nelson:

Enclosed please find an original Suggestion of Bankruptcy together with two (2) copies. Please time-stamp the copies and return to us in the enclosed self-address envelope.

Very truly yours,

LEECH TISHMAN FUSCALDO & LAMPL, LLC

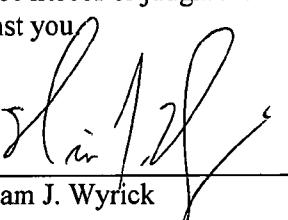
Marlene Proden

Marlene Proden
Administrative Assistant
Enclosures

MTP/mtp

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

REINHART FOODSERVICE, L.L.C.,) CIVIL DIVISION
Plaintiff,)
v.) No. 2008-96 CD
BONO HOLDINGS, INC., d/b/a)
QUAKER STEAK & LUBE, and LARRY)
SALONE, individually,)
Defendants.)
ANSWER AND NEW MATTER
Filed on behalf of:
Defendant Larry Salone, individually.

NOTICE TO PLEAD:
To: Plaintiff:
You are hereby notified to plead to the)
within New Matter within twenty (20) days of)
service hereof or judgment may be entered)
against you.

William J. Wyrick
Counsel of Record
For this Party:
Lynch Weis, LLC
Daniel P. Lynch
PA ID No. 68280
William J. Wyrick
PA ID No. 70656
501 Smith Drive, Suite 3
Cranberry Twp., PA 16066
(724) 776-8000

Counsel of Record
For this Party:
Lynch Weis, LLC
Daniel P. Lynch
PA ID No. 68280
William J. Wyrick
PA ID No. 70656
501 Smith Drive, Suite 3
Cranberry Twp., PA 16066
(724) 776-8000

FILED No. 11:05 am
MAR 28 2008
ST

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

REINHART FOODSERVICE, L.L.C.,) CIVIL DIVISION
Plaintiff,)
v.) No. 2008-96 CD
BONO HOLDINGS, INC., d/b/a)
QUAKER STEAK & LUBE, and LARRY)
SALONE, individually,)
Defendants.)

ANSWER AND NEW MATTER

AND NOW COMES Defendant, Larry Salone ("Salone"), by and through his undersigned counsel, Daniel P. Lynch, Esquire, William J. Wyrick, Esquire, and Lynch Weis, LLC, and files the within Answer and New Matter in response to the complaint filed by Plaintiff, Reinhart FoodService, L.L.C. ("Reinhart").

1. After reasonable investigation, Salone is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 1 of Plaintiff's Complaint.
2. The averments contained in paragraph 2 of Plaintiff's Complaint are admitted.
3. It is admitted that Salone is an officer and shareholder of Bono Holdings, Inc. with a current residence address of 1562 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
4. The averments contained in paragraph 4 of Plaintiff's Complaint are denied as stated; on the contrary, goods were sold by Plaintiff to Defendant Bono Holdings, Inc. solely at the request of Bono Holdings, Inc. and not at the personal request of Salone. By way of further response, after reasonable investigation, Salone is without knowledge or information sufficient to form a belief as to the truth of the

averment that the goods sold and delivered by Plaintiff were sold and delivered at the times and in the amounts set forth on the alleged statement of Defendant's account attached as Exhibit 1 to Plaintiff's Complaint and strict proof thereof is hereby demanded at time of trial.

5. To the extent that the averments contained in paragraph 5 of Plaintiff's Complaint incorporate either by reference or implication the averments contained in other paragraphs of Plaintiff's Complaint, Salone hereby incorporates by reference in response thereto the corresponding averments of this Answer and New Matter as though fully set forth at length herein. To the extent that a further response may be required, Salone denies that the prices charged for any goods delivered by Plaintiff were fair, reasonable, and market prices for same at the time they were sold and delivered; on the contrary, Salone believes and therefore avers that said prices were inflated as a result of a hidden agreement between Plaintiff and the franchisor, Quaker Steak & Lube Franchising Corporation and/or Lube Holdings, Inc. By way of further response, neither Salone nor Bono Holdings, Inc. ever agreed to pay prices for goods in excess of the fair, reasonable and market price for same and strict proof of any averment that either Salone or Bono Holdings, Inc. did agree to pay such inflated prices for goods delivered by Plaintiff is hereby demanded at time of trial.
6. To the extent that the averments contained in paragraph 6 of Plaintiff's Complaint incorporate either by reference or implication the averments contained in other paragraphs of Plaintiff's Complaint, Salone hereby incorporates by reference in response thereto the corresponding averments of this Answer and New Matter as

though fully set forth at length herein. To the extent that a further response may be required, the remaining averments contained in paragraph 6 of Plaintiff's Complaint are admitted in part and denied in part. It is admitted that Plaintiff has demanded payment of the balance allegedly due as set forth on the statement of Defendant's account attached as Exhibit 1. After reasonable investigation, Salone is without knowledge or information sufficient to form a belief as to the truth of the averment that "after all appropriate credits" the balance remaining due is \$297,428.50 and strict proof thereof is hereby demanded at time of trial. Salone specifically denies that either he or Bono Holdings, Inc. have failed and refused to pay amounts due to Plaintiff as alleged; on the contrary, Salone and Bono Holdings, Inc. reached an agreement with Plaintiff whereby, upon delivery of any newly ordered goods, Bono Holdings, Inc. would make an additional payment of \$500 per delivery to Plaintiff toward any balance due on previously sold and delivered goods, which agreement Bono Holdings, Inc. has honored since it was reached.

7. To the extent that the averments contained in paragraph 7 of Plaintiff's Complaint incorporate either by reference or implication the averments contained in other paragraphs of Plaintiff's Complaint, Salone hereby incorporates by reference in response thereto the corresponding averments of this Answer and New Matter as though fully set forth at length herein. To the extent that a further response may be required, the remaining averments contained in paragraph 7 of Plaintiff's Complaint are admitted in part and denied in part. Salone admits that, according to the terms of sale, interest at a rate of 1.5% per month would accrue on any

delinquent balance owed by Bono Holdings, Inc. By way of further response, after reasonable investigation, Salone is without knowledge or information sufficient to form a belief as to the truth of the averment that any alleged accrued interest became due and payable as of December 27, 2007 and strict proof thereof is hereby demanded at time of trial. Also by way of further response, although both Salone and Bono Holdings, Inc. appear to have agreed to pay reasonable attorneys' fees incurred as a result of Plaintiff's collection efforts, after reasonable investigation, Salone is without knowledge or information sufficient to form a belief as to the truth of the averment that attorneys' fees incurred by Plaintiff in its collection efforts will amount to at least \$10,000 and strict proof thereof is hereby demanded at time of trial.

8. To the extent that the averments contained in paragraph 8 of Plaintiff's Complaint incorporate either by reference or implication the averments contained in other paragraphs of Plaintiff's Complaint, Salone hereby incorporates by reference in response thereto the corresponding averments of this Answer and New Matter as though fully set forth at length herein. To the extent that a further response may be required, the remaining averments contained in paragraph 8 of Plaintiff's Complaint are admitted in part and denied in part. It is denied as set forth above that Bono Holdings, Inc. is indebted to Plaintiff as set forth previously in Plaintiff's Complaint and strict proof thereof is hereby demanded at time of trial. By way of further response, although Salone admits executing a certain credit application on behalf of Bono Holdings, Inc. and an "Individual Personal Guarantee", all marked as Exhibit 2 to Plaintiff's Complaint, the individual

personal guarantee was only executed under duress by Salone, and not voluntarily, and Salone hereby denies that such individual personal guarantee is enforceable under Pennsylvania law.

WHEREFORE, Defendant, Larry Salone, demands judgment in his favor and against Plaintiff with costs of suit.

NEW MATTER

9. Salone hereby incorporates by reference as though fully set forth herein the averments contained in paragraphs 1 through 8 of his Answer and New Matter.
10. Plaintiff's claims are barred by the doctrine of accord and satisfaction in that an agreement has already been reached whereby Defendants were to pay an additional \$500 per delivery toward any past due balance owed to Plaintiff in exchange for Plaintiff's agreement to forego other avenues of recovery, including legal action against Defendants. This agreement was honored by Bono Holdings, Inc. even after suit was commenced by Plaintiff, which, among other things, resulted in Bono Holdings, Inc. filing for bankruptcy.
11. Plaintiff agreed to release Defendants from liability and to forego bringing legal action against Defendants to recover past due amounts in exchange for an agreement by Defendants to pay \$500 per delivery made to the restaurant by Plaintiff.
12. Plaintiff's claims are barred in whole or in part by Plaintiff's failure to mitigate its damages.
13. Plaintiff's claims are barred by the doctrine of estoppel.
14. Plaintiff's claims are barred by the doctrine of laches.

15. The amounts claimed to be owed by Plaintiff are in excess of the amount actually owed by Defendants, both by virtue of Plaintiff's failure to credit amounts paid to reduce the balance owed as well as by Plaintiff's having overcharged for goods sold and delivered to Defendants.

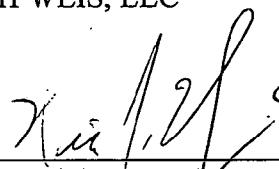
16. The individual personal guarantee executed by Salone is unenforceable under Pennsylvania law as it was entered into under duress.

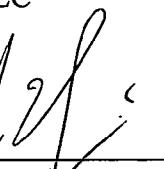
17. The individual personal guarantee executed by Salone is a contract of adhesion and therefore is unenforceable.

Respectfully submitted,

LYNCH WEIS, LLC

By _____

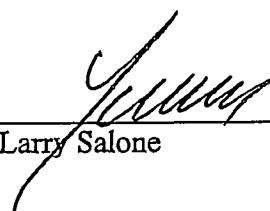

Daniel P. Lynch
PA ID No. 68280


William J. Wyrick
PA ID No. 70656

VERIFICATION

I, Larry Salone, verify the statements contained in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 3/27/08



Larry Salone

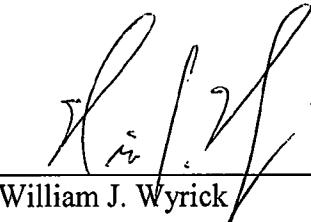
CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a true and correct copy of the foregoing Answer and New Matter upon the persons and in the manner indicated below:

VIA OVERNIGHT MAIL

Paul R. Rennie, Esq.
Stonecipher, Cunningham, Beard & Schmitt, P.C.
125 First Ave.
Pittsburgh, PA 15222

March 27, 2008
Date



William J. Wyrick

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE, LLC.,

Plaintiff,

vs.

No. 2008 - 96 CD

**BONO HOLDINGS, Inc., d/b/a
QUAKER STEAK & LUBE, and
LARRY SALONE, individual,**

Issue No.

Defendants.

**Plaintiff's
REPLY TO NEW MATTER**

Code:

Filed on behalf of Reinhart Food Service,
Plaintiff

Counsel of Record for this Party:

Paul R. Rennie, Esquire
PA ID No. 40368

**STONECIPHER, CUNNINGHAM, BEARD
& SCHMITT, P.C.**
Firm No. 349
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

FILED *m/12/14/08* ^{NO CC}
APR 07 2008 *(GK)*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE,)
vs.)
Plaintiff,)
vs.)
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and)
LARRY SALONE, individual,)
Defendants.)
No. 2008 - 96 CD

REPLY TO NEW MATTER

And now comes Plaintiff, Reinhart Food Service, Inc., by its attorneys, Paul R. Rennie, Esq., and the Stonecipher Law Firm, PC., and files the within REPLY TO NEW MATTER and avers as follows:

9. Plaintiff hereby incorporates by reference, paragraphs 1 through 8 of it's Complaint as if fully set forth.

10. Denied. Defendant's paragraph 10 is a legal conclusion to which no factual response is required. However, by way of further reply, it is specifically denied that any such "accord and satisfaction" was reached or agreed upon between the parties. Defendant's account balance due with Plaintiff was substantial, seriously past due, and in severe default. Rather than cut off all deliveries of product, as a temporary accommodation to Defendant, Plaintiff agreed to ship product to Defendant on a COD basis with an additional payment of \$500 per delivery, until a more specific and permanent payment plan could be agreed upon. Despite repeated requests and repayment proposals by Plaintiff and its counsel, Defendants failed and refused to agree to or comply with a specific and permanent payment plan. It is specifically denied that Defendant complied with all the \$500 payments due.

11. Denied. At no time did Plaintiff agree to release the Defendants from any liability or to refrain from proceeding with legal action. At no time did Plaintiff agree to accept such a nominal payment to satisfy such a substantial debt and any suggestion of the same is entirely absurd. In correspondence from Defendants, it's representative specifically acknowledged that the payments of \$500 were a temporary measure until a specific and permanent payment plan could be reached. In other correspondence from Defendants, re-payment proposals were made, none of which were met or complied with. Plaintiff asserts that it made a specific proposal to Defendants whereby Defendant would execute a Promissory Note providing for payment of the account over 12 months and Defendants failed and refused to respond to that proposal.

12. Denied. Defendant's paragraph 12 is a legal conclusion to which no factual response is required and specific proof is demanded.

13. Denied. Defendant's paragraph 13 is a legal conclusion to which no factual response is required and specific proof is demanded.

14. Denied. Defendant's paragraph 14 is a legal conclusion to which no factual response is required and specific proof is demanded.

15. Denied. Plaintiff's account is true and correct and specific proof to the contrary is demanded. By way of further reply, at no time whatsoever have Defendants or any of their representatives ever given Plaintiff any notice of any dispute with their account, the products received, or the amounts charged therefore, and any appropriate credits due to the account have been issued.

16. Denied. Defendant's paragraph 16 is a legal conclusion to which no factual response is required and specific proof is demanded.

17. Denied. Defendant's paragraph 17 is a legal conclusion to which no factual response is required and specific proof is demanded.

WHEREFORE, Plaintiff respectfully demands that Defendant's New Matter be dismissed and that judgment be entered in its favor and against the Defendants in the sum alleged in Plaintiff's Complaint of Two hundred-Ninety-seven thousand, Four hundred, Twenty-eight and 50/100 Dollars (\$297,428.50), plus interest at a rate of one and a half percent (1.5%) per month, from a due date of December 27, 2007, plus attorneys' fees of at least \$10,000.00.

STONECIPHER LAW FIRM, PC.

BY: _____


Paul R. Rennie, Esquire
Attorney for Plaintiff
PA Attorney I.D. No.40368
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing "Reply to New Matter" was served upon counsel for Defendant by regular first class US mail, postage prepaid, at the following address:

William Wyrick, Esq.
Lynch Weis
501 Smith Dr., suite 3
Cranberry Twp., PA. 16066

date: 4-3-08



VERIFICATION

I hereby verify that the facts and averments set forth in foregoing REPLY which are within my personal knowledge are true and correct, and that all other facts and averments therein set forth are true to my knowledge and belief. I understand that false statements made herein are subject to the penalties of 18 PA C.S. §4904, relating to unsworn falsification to authorities.

Dated: 4-1-08

Rebecca M Scott
Title: Credit Manager
Renkert Food Service LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103690
NO: 08-96-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: REINHART FOOD SERVICE, LLC

VS.

DEFENDANT: BONO HOLDINGS, INC. d/b/a QUAKER STEAK & LUBE and LARRY SALONE, Ind.

SHERIFF RETURN

NOW, February 19, 2008 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON BONO HOLDINGS, INC. d/b/a QUAKER STEAK & LUBE DEFENDANT AT LAW OFFICE, 100 MEADOW LANE SUITE 5, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID HOPKINS, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

01/21/2008
MAY 21 2008

WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103690
NO: 08-96-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: REINHART FOOD SERVICE, LLC

VS.

DEFENDANT: BONO HOLDINGS, INC. d/b/a QUAKER STEAK & LUBE and LARRY SALONE, Ind.

SHERIFF RETURN

NOW, February 19, 2008 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON LARRY SALONE, Ind. DEFENDANT AT LAW OFFICE, 100 MEADOW LANE, SUITE 5, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID HOPKINS, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103690
NO: 08-96-CD
SERVICES 2
COMPLAINT

PLAINTIFF: REINHART FOOD SERVICE, LLC

VS.

DEFENDANT: BONO HOLDINGS, INC. d/b/a QUAKER STEAK & LUBE and LARRY SALONE, Ind.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	STONECIPHER	8442	20.00
SHERIFF HAWKINS	STONECIPHER	8442	62.38

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
by Marley Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FILED
M 10:57 AM
SEP 04 2008 No. 08
cc

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

REINHART FOODSERVICE, L.L.C.,) CIVIL DIVISION
Plaintiff,)
v.) No. 2008-96 CD
BONO HOLDINGS, INC., d/b/a)
QUAKER STEAK & LUBE, and LARRY)
SALONE, individually,)
Defendants.)

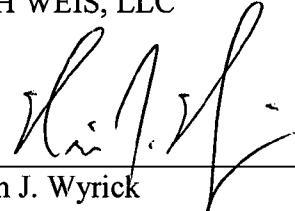
SUGGESTION OF BANKRUPTCY

Defendant Bono Holdings, Inc. (“Defendant”), by and through its undersigned counsel, Lynch Weis, LLC, sets forth its suggestion of bankruptcy, as follows:

1. On March 13, 2008, Defendant filed a bankruptcy petition under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) at case number 08-70259-BM in the United States Bankruptcy Court for the Western District of Pennsylvania (the “Bankruptcy Court”). A copy of the Notice of Bankruptcy Case Filing is attached as Exhibit A.
2. As a result of the aforesaid bankruptcy filing, under the provisions of 11 U.S.C. §362(a), no suit, process or proceeding may be commenced or continued against Defendant without leave of the Bankruptcy Court.
3. Accordingly, until such time as Defendant obtains an order from the Bankruptcy Court lifting or modifying the automatic stay provisions of 11 U.S.C. §362(a), all proceedings in this action as they affect Defendant are stayed.

Respectfully submitted,

LYNCH WEIS, LLC

By: 
William J. Wyrick
PA ID No. 70656
Attorney for Defendant Bono Holdings, Inc.
501 Smith Drive, Suite 3
Cranberry Twp., PA 16066

Date: 9/2/08

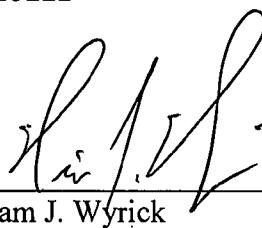
CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a true and correct copy of the foregoing Suggestion of Bankruptcy upon the persons and in the manner indicated below:

FIRST CLASS MAIL, POSTAGE PREPAID

Paul R. Rennie, Esq.
Stonecipher, Cunningham, Beard & Schmitt, P.C.
125 First Ave.
Pittsburgh, PA 15222

9/2/08
Date



William J. Wyrick

United States Bankruptcy Court
WESTERN DISTRICT OF PENNSYLVANIA**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 03/13/2008 at 3:08 PM and filed on 03/13/2008.

Bono Holdings, Inc.
602-9 West DuBois Avenue
Dubois, PA 15801
Tax id: 20-1238297
dba
Quaker Steak & Lube - State College



The case was filed by the debtor's attorney:

Christopher A. Boyer
Leech Tishman Fuscaldio & Lampl, LLC
525 William Penn Place, 30th Fl
Pittsburgh, PA 15219
412-261-1600

The case was assigned case number 08-70259-BM to Judge Bernard Markovitz.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

John J. Horner
Clerk, U.S. Bankruptcy
Court

PACER Service Center

EXHIBIT A

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

REINHART FOOD SERVICE, LLC.

Vs.

CASE NUMBER 2008 - 96 CD

BONO HOLDINGS, Inc. d/b/a
QUAKER STEAK & LUBE and
LARRY SALONE, individual

FILED NO CC
M11215967
FEB 26 2009 60
S

CERTIFICATE OF READINESS

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY

DATE PRESENTED:

Date Complaint () Jury (XX) Non-Jury ESTIMATED TRIAL TIME:
Filed: 01/22/2008 () Arbitration half day

PLAINTIFF(S)

Reinhart Food Service, LLC.

DEFENDANT () Check block if a Minor
is a Party to the Case

Larry Salone, ONLY

(Corporate Defendant has filed Bankruptcy)

()

ADDITIONAL DEFENDANT(S)

()

JURY DEMAND FILED BY:

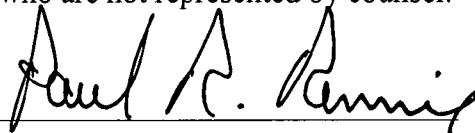
N/A

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE: CONSOLIDATION DATE CONSOLIDATION ORDERED
\$297,428.00 () yes (XX) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:



Paul R. Rennie, Esq. 125 First Ave. Pittsburgh, PA 15222. 412-391-8510
FOR THE PLAINTIFF TELEPHONE NUMBER

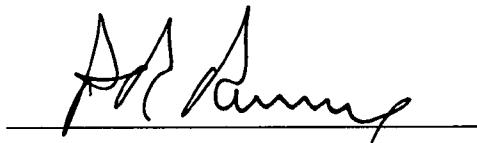
William Labovitz, Esq., 501 Smith Dr., Cranberry Twp, PA. 16066. 724-776-8000
FOR THE DEFENDANT TELEPHONE NUMBER

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing "Certificate of Readiness" was served upon counsel for Defendant by regular first class US mail, postage prepaid, at the following address:

William Labovitz, Esq.
Lynch Weis
501 Smith Dr., suite 3
Cranberry Twp., PA. 16066

date: 2-24-09

A handwritten signature in black ink, appearing to read "William Labovitz", is written over a horizontal line.

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

REINHART FOOD SERVICE, LLC :
vs. : No. 08-96-CD
BONO HOLDINGS, INC., d/b/a :
QUAKER STEAK & LUBE and LARRY :
SALONE, individual :
:

ORDER

AND NOW, this 8th day of March, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Tuesday, March 31, 2009 at 10:00 A.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

Paul E. Cherry
Judge

FILED 1CC Atlys!
014-00394 Rennie
MAR 02 2009 Labovitz
1CC: Bono Holdings, Inc.
William A. Shaw 1002 W. DuBois Ave., Ste. 9
rothonotary/Clerk of Courts DeBois, PA 15801
(614)

FILED

MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3/2/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE, LLC.,

Plaintiff,

vs.

No. 2008 - 96 CD

**BONO HOLDINGS, Inc., d/b/a
QUAKER STEAK & LUBE, and
LARRY SALONE, individual,**

Issue No.

Defendants.

**JOINT MOTION TO CONDUCT
PRE-TRIAL CONFERENCE
VIA TELEPHONE**

Filed on behalf of Plaintiff AND Defendant

Counsel of Record for Plaintiff:

Paul R. Rennie, Esquire
PA ID No. 40368

**STONECIPHER, CUNNINGHAM, BEARD
& SCHMITT, P.C.**
Firm No. 349
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

4 'FILED NO CC
m/24/09
MAR 30 2009
B64
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE,)
)
Plaintiff,)
)
vs.) No. 2008 - 96 CD
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and)
LARRY SALONE, individual,)
)
Defendants.)

**JOINT MOTION TO
CONDUCT PRE-TRIAL CONFERENCE
VIA TELEPHONE**

To: The Honorable Paul E. Cherry:

And now comes Plaintiff, Reinhart Food Service, Inc., by its attorneys, Paul R. Rennie, Esq., and the Stonecipher Law Firm, PC., and files the within Joint Motion to conduct Pre-Trial Conference via telephone and avers as follows:

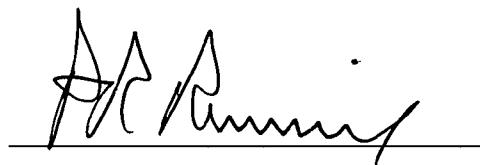
1. A Pre- Trial Conference has been scheduled in this case for Tuesday, March 31, 2009, at 10:00 a.m.
2. There are no particularly complex legal issues or discovery items to be resolved.
3. The parties have been in negotiations and expect to enter into a settlement agreement and consent Order before the case would actually go to trial.
4. For the scheduled Pre-Trial Conference, counsel for both parties are only expecting to set a tentative trial date so that a settlement agreement or consent Order can be finalized by that date.
5. Counsel for both parties would also need to travel significant distances for the conference which would be anticipated and expected to take only a very short amount of time.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing "Motion To conduct Pre-Trial Conference via Telephone" was served upon counsel for Defendant via e-mail and fax at the following address:

William Labovitz, Esq.
Lynch Weis
501 Smith Dr., suite 3
Cranberry Twp., PA. 16066

date: 3 - 26 - 09



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

REINHART FOOD SERVICE,)
Plaintiff,)
vs.) No. 2008 - 96 CD
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and) .
LARRY SALONE, individual,)
Defendants.)

ORDER

AND NOW this 31st day of March, 2009, upon due consideration of the foregoing Motion to Conduct Pre-Trial Conference via Telephone, it is hereby

ORDERED that counsel for the parties may participate in the Pre-Trial status conference scheduled for March 31, 2009 at 10:00 a.m. via telephone conference call.

By the Court,

Paul E. Cherry J.

3
FILED 2cc
05/4/2009 Atty Rennie
MAR 31 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 31 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 3/31/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

REIHNART FOOD SERVICE, LLC. : NO. 08-96-CD
Plaintiff :

V. :

BONO HOLDINGS, Inc., d/b/a :
QUAKER STEAK & LUBE, and :
LARRY SALONE, individual, :
Defendants :

ORDER

AND NOW, this 31st day of March, 2009, following Pre-Trial Conference, it is
the ORDER of this Court as follows:

1. Trial in this matter is scheduled for June 17, 2009, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than twenty (20) days prior to the commencement of trial.
3. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than twenty (20) days prior to the commencement of trial.
4. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.

5
FILED
03/10/09
MAR 31 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
100A445:
P. Rennie
W. Wyrick
100 Bono Holdings, Inc.
602 W. Dubois Ave, Ste. 9
Dubois, PA 15801

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

MAR 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/31/09

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

 Special Instructions:

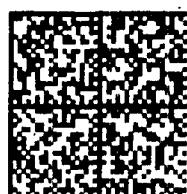
WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

04/13/09
APR 13 2009

William A. Shaw (611)
Prothonotary/Clerk of Courts

Re-mailed 4/13/09



Hasler
\$ 00.420
04/01/2009
Mailed From 16830
US POSTAGE

Return to Sender

501 Smith Dr, Ste. 3 William J. Wywick, Esq.
38th Floor One Oxford Center
Crabtree Woods Pittsburgh, PA 15219

NIXIE

152 DC 1 00 04/10/09

NOT RETURN TO SENDER
AS ADDRESSED
UNABLE TO FORWARD

BC: 16830054949 *2343-15672-01-39

1521 Smith Woods Pittsburgh, PA 15219

724-776-8000
724-776-8001 Fax

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

REIHNART FOOD SERVICE, LLC.	:	NO. 08-96-CD
Plaintiff	:	
	:	
V.	:	
	:	
BONO HOLDINGS, Inc., d/b/a	:	
QUAKER STEAK & LUBE, and	:	
LARRY SALONE, individual,	:	
Defendants	:	

ORDER

AND NOW, this 31st day of March, 2009, following Pre-Trial Conference, it is
the ORDER of this Court as follows:

1. Trial in this matter is scheduled for June 17, 2009, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than twenty (20) days prior to the commencement of trial.
3. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than twenty (20) days prior to the commencement of trial.
4. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.

BY THE COURT,

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

/s/ Paul E. Cherry

PAUL E. CHERRY,
JUDGE

MAR 31 2009

Attest,

William J. Cherry
Prothonotary/
Clerk of Courts

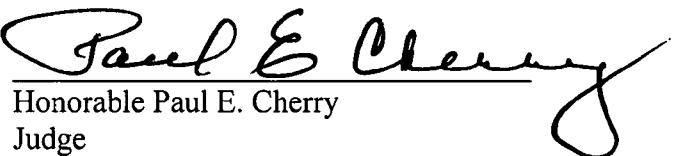
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

REINHART FOOD SERVICE, LLC :
:
vs. : No. 08-96-CD
:
BONO HOLDINGS, INC., d/b/a :
QUAKER STEAK & LUBE, and :
LARRY SALONE, individual :
:

ORDER

AND NOW, this 19th day of May, 2009, it is the ORDER of the Court
that Non-Jury Trial in the above captioned shall be and is hereby rescheduled from
June 17, 2009 to Wednesday, June 10, 2009 at 9:00 A.M. in Courtroom No. 2,
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


Honorable Paul E. Cherry
Judge

FILED

10C Attn:

05/06/09
MAY 20 2009

Rennie
Wynick

William A. Shaw
Prothonotary/Clerk of Courts

10C Def. Bono Holdings
602 W. DuBois Ave.
Ste. 9
DuBois, PA 15801

GW

FILED

MAY 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/20/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other
 Bond Holder(s) Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE, LLC.,

Plaintiff,

vs.

Nc. 2008 - 96 CD

BONO HOLDINGS, Inc., d/b/a
QUAKER STEAK & LUBE, and
LARRY SALONE, individual,

Defendants.

**STIPULATION AND
CONSENT JUDGMENT ORDER**

Code:

Filed on behalf of Reinhart Food Service,
Plaintiff

Counsel of Record for this Party:

Paul R. Rennie, Esquire
PA ID No. 40368

STONECIPHER, CUNNINGHAM, BEARD
& SCHMITT, P.C.
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

FILED 2CC
04/00/09 Atty Rennie
JUN 11 2009
600
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE,)
vs.)
Plaintiff,)
vs.) No. 2008 - 96 CD
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and)
LARRY SALONE, individual,)
Defendants.)

STIPULATION AND CONSENT JUDGMENT ORDER

AND NOW, this 11th day of June, 2009, upon the stipulation and consent of the parties and their counsel it is hereby

ORDERED that judgment shall be entered in favor of Plaintiff, Reinhart Food Service and against Defendant, Larry Salone in the amount of \$297,428.50 plus legal interest of 6% per annum from December 27, 2007, plus costs of record.

It is stipulated between the parties and agreed that Plaintiff shall refrain from proceeding with execution or any other post judgment remedies for a period of at least ninety (90) days from the date hereof. The parties agree to engage in good faith settlement and payment plan negotiations.

So stipulated and consented to:

William Labovitz, Esq.
Counsel for Defendant

Paul R. Rennie, Esq.
Counsel for Plaintiff

By the Court,

Paul E Cherry

FILED

JUN 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/11/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

James A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

REINHART FOOD SERVICE,

CIVIL DIVISION

Plaintiff,

vs.

No. 2008 - 96 CD

**BONO HOLDINGS INC.,
LARRY SALONE, individual**

Issue No.

Defendants.

Code:

**PRAECIPE FOR JUDGMENT
BY CONSENT ORDER**

Filed on behalf of Plaintiff

Counsel of record for this party:

I hereby certify that the last known address of Plaintiff and Defendant are as follows:

Plaintiff: 226 East View Dr.
Mt. Pleasant, PA. 15666

Paul R. Rennie
PA Id no. 40368

Defendant: 1562 Treasure Lake
DuBois, PA 15801

STONECIPHER, CUNNINGHAM,
BEARD & SCHMITT, P.C.
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

Paul R. Rennie

Attorney for Plaintiff

FILED
M 11/21/2009 Atty pd 20.00
JUN 18 2009 Notice to
S William A. Shaw
Prothonotary/Clerk of Courts Def.
(64)

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

PRAEICE FOR JUDGMENT BY CONSENT ORDER

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff and against the individual Defendant,
LARRY SALONE, pursuant to the **STIPULATION AND CONSENT JUDGMENT ORDER**
entered into by the parties and signed by the Honorable Judge Paul Cherry, on June 11, 2009.

Judgment Amount \$297,428.50 plus costs

STONECIPHER, CUNNINGHAM, BEARD & SCHMITT, P.C.

115

Paul R. Rennie
PA ID No. 40368
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE, LLC.,

Plaintiff,

vs.

No. 2008 - 96 CD

**BONO HOLDINGS, Inc., d/b/a
QUAKER STEAK & LUBE, and
LARRY SALONE, individual,**

Defendants.

**STIPULATION AND
CONSENT JUDGMENT ORDER**

Code:

Filed on behalf of Reinhart Food Service,
Plaintiff

Counsel of Record for this Party:

Paul R. Rennie, Esquire
PA ID No. 40368

**STONECIPHER, CUNNINGHAM, BEARD
& SCHMITT, P.C.
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REINHART FOOD SERVICE,)
vs.)
Plaintiff,)
vs.) No. 2008 - 96 CD
BONO HOLDINGS, Inc., d/b/a)
QUAKER STEAK & LUBE, and)
LARRY SALONE, individual,)
Defendants.)

STIPULATION AND CONSENT JUDGMENT ORDER

AND NOW, this 11th day of June, 2009, upon the stipulation and consent of the parties and their counsel it is hereby

ORDERED that judgment shall be entered in favor of Plaintiff, Reinhart Food Service and against Defendant, Larry Salone in the amount of \$297,428.50 plus legal interest of 6% per annum from December 27, 2007, plus costs of record.

It is stipulated between the parties and agreed that Plaintiff shall refrain from proceeding with execution or any other post judgment remedies for a period of at least ninety (90) days from the date hereof. The parties agree to engage in good faith settlement and payment plan negotiations.

So stipulated and consented to:

W.H.S.

William Labovitz, Esq.
Counsel for Defendant

Paul R. Rennie, Esq.
Counsel for Plaintiff

By the Court,

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

/s/ Paul E. Cherry

JUN 11 2009

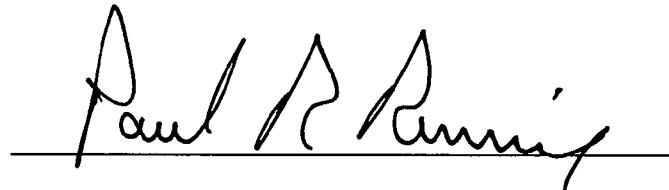
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :
:

AFFIDAVIT OF NO-MILITARY SERVICE

Before me, the undersigned authority, in and for said County and State, personally appeared Paul Rennie, Esq., who being duly sworn according to law, deposes and says that he is advised and believes that the above-named Defendants are not presently in the active military service of the United States of America and avers that they are not members of the United States Army, United States Navy, the Marine Corps or the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor are they engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and the Sailors Civil Relief Act of 1940 and designated therein as military service, nor has either of them, to the best of this affiant's knowledge, enlisted in military service covered by this Act; that the averments herein set forth insofar as they are within his knowledge are correct and true; and insofar as they are based on information received from others, are true and correct, and he verily believes.

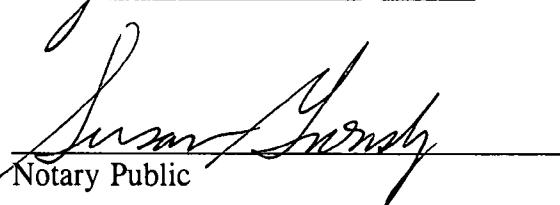
This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.



Sworn to and Subscribed

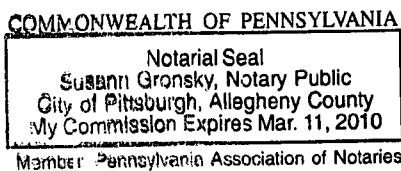
Before me this 15th day

of June, 2009.



Notary Public

My Commission Expires:



OPY

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

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: LARRY SALONE, Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on June 18, 2009.

The Judgment is as follows:

\$297,428.50 plus costs

Willie Allen Ba 6118109

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

REINHART FOOD SERVICE,

CIVIL DIVISION

Plaintiff,

No. 2008-96 CD

vs.

Issue No.

BONO HOLDINGS, Inc., and
LARRY SALONE, individual,

Code:

Defendants.

**PRAECIPE FOR WRIT OF
EXECUTION**

Filed on behalf of Reinhart Food Service,
Plaintiff

Counsel of record for this party:

Paul R. Rennie, Esquire

PA ID No. 40368

STONECIPHER, CUNNINGHAM,
BEARD & SCHMITT, P.C.

Firm #349

125 First Avenue

Pittsburgh, PA 15222

(412) 391-8510

FILED Atty pd.
MUI:OIGN 20.00
S JUN 03 2011
6 wnts to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
©6/1

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

REINHART FOOD SERVICE,)
Plaintiff,)
vs.)
BONO HOLDINGS, Inc., and)
LARRY SALONE, individual,)
Defendants.)
No. 2008-96 CD

PRAEICE FOR WRIT OF EXECUTION
on Money Judgment

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

(1) Directed to the Sheriff of Clearfield County;

(2) Against Larry Salone, ONLY, Defendant;

(3) Amount due: \$297,428.50
Interest \$ 43,127.50
Total \$340,556.00 plus costs
13.50 Prothonotary costs

STONECIPHER, CUNNINGHAM, BEARD & SCHMITT, P.C.

BY:

Paul R. Rennie, Esquire
PA ID No. 40368
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510
Attorney for Plaintiff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

COPY

Reinhart Food Service, LLC

Vs.

No.: 2008-00096-CD

Bono Holdings, Inc., Larry Salone,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs Larry Salone, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
as garnishee(s):

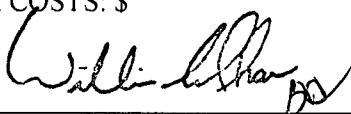
and to notify the garnishee that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution

i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNTDUE/PRINCIPAL: \$297,428.50
INTEREST FROM: \$43,127.50
ATTY'S COMM: \$
DATE: 6/3/2010

PROTH. COSTS PAID: \$113.50
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
at _____ A.M./P.M.

Sheriff

Requesting Party:
Paul R. Rennie, Esq.
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

FILED 

AUG 16 2010
2010

William A. Shaw
Prothonotary/Clerk of Courts

246-70

AC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Reinhart Foods

CASE NO. 2008-96

Plaintiff,
vs.

Larry Salone

Defendant.

TYPE OF PLEADING:
Suggestion of Bankruptcy

FILED ON BEHALF OF:
Lawrence Salone, Defendant

COUNSEL OF RECORD FOR PARTY:

Francis E. Corbett, Esquire
PA I.D. #37594

Donald R. Calaiaro, Esquire
PA I.D. #27538

David Z. Valencik, Esquire
PA I.D. #308361

CALAIARO & CORBETT, P.C.
FIRM #871

Grant Building, Suite 1105
310 Grant Street
Pittsburgh, PA 15219
(412) 232-0930

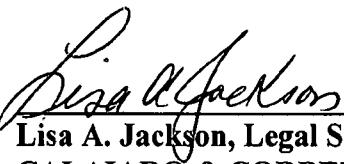
CERTIFICATE OF SERVICE

I, Lisa A. Jackson, do hereby certify that I served a true and correct copy of the *Suggestion of
Bankruptcy* on the following by first class mail postage prepaid and/or fax:

Stonecipher, Cunningham, Beard & Schmitt, P.C.
Paul R. Rennie, Esquire
125 First Avenue
Pittsburgh, PA 15222

Lawrence J. Salone
1562 Treasure Lake
DuBois, PA 15801

Dated: 8-12-10


Lisa A. Jackson
Lisa A. Jackson, Legal Secretary
CALAIARO & CORBETT, P.C.
Grant Building, Suite 1105
310 Grant Street
Pittsburgh, PA 15219
(412) 232-0930

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21196
NO: 08-96-CD

PLAINTIFF: REINHART FOOD SERVICE, LLC

vs.

DEFENDANT: BONO HOLDINGS, INC., AND LARRY SALONE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 6/9/2010

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 5/18/2012

5
FILED
011131304
MAY 18 2012

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED BONO HOLDINGS, INC.,
NOW, AUGUST 13, 2010 RECEIVED A FAXED SUGGESTION OF BANKRUPTCY FROM PAUL RENNIE, ESQ..

@ SERVED LARRY SALONE

NOW, MAY 18, 2012 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF
SALE DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21196
NO: 08-96-CD

PLAINTIFF: REINHART FOOD SERVICE, LLC

vs.

DEFENDANT: BONO HOLDINGS, INC., AND LARRY SALONE

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$68.76

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by Cynthia Butler, Deputy Sheriff
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Reinhart Food Service, LLC

Vs.

No.: 2008-00096-CD

Bono Holdings, Inc., Larry Salone,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs Larry Salone, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
as garnishee(s):

and to notify the garnishee that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution

i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.
iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$297,428.50

INTEREST FROM: \$43,127.50

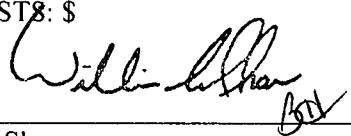
ATTY'S COMM: \$

DATE: 6/3/2010

PROTH. COSTS PAID: \$113.50

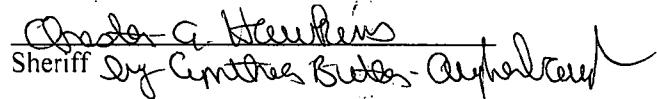
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9th day
of June A.D. 2010
at 3:00 A.M./P.M.


Charles A. Heuer
Sheriff by Anthony Butler - Deputy Sheriff

Requesting Party:
Paul R. Rennie, Esq.
125 First Avenue
Pittsburgh, PA 15222
(412) 391-8510

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME BONO HOLDINGS, INC.,

NO. 08-96-CD

NOW, May 18, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Bono Holdings, Inc., And Larry Salone to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00	DEBT-AMOUNT DUE	297,428.50
MILEAGE LEVY	19.00	INTEREST @ %	0.00
MILEAGE POSTING HANDBILLS		FROM TO	
COMMISSION	0.00	PROTH SATISFACTION	
POSTAGE	1.76	LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
DISTRIBUTION		FORECLOSURE FEES	
ADVERTISING		ATTORNEY COMMISSION	
ADD'L SERVICE		REFUND OF ADVANCE	
ADD'L POSTING		REFUND OF SURCHARGE	40.00
ADD'L MILEAGE	19.00	SATISFACTION FEE	
ADD'L LEVY		ESCROW DEFICIENCY	
BID/ SETTLEMENT AMOUNT		PROPERTY INSPECTIONS	
RETURNS/DEPUTIZE		INTEREST	43,127.50
COPIES	15.00	MISCELLANEOUS	
BILLING/PHONE/FAX	5.00	TOTAL DEBT AND INTEREST	\$340,778.26
CONTINUED SALES			
MISCELLANEOUS			
TOTAL SHERIFF COSTS	\$68.76	COSTS:	
		ADVERTISING	0.00
		TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	68.76
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	113.50
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$182.26
		TOTAL COSTS	\$340,778.26

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Reinhart Foods

CASE NO. 2008-96

Plaintiff,

vs.

Larry Salone

Defendant.

SUGGESTION OF BANKRUPTCY

This is a notice to inform the Court of Common Pleas that Lawrence Salone filed a voluntary Chapter 7 bankruptcy in the Western District of Pennsylvania on July 26, 2010, at Case No. 10-70890. All proceedings against Lawrence Salone are stayed pursuant to 11 U.S.C. §362.

Respectfully submitted,

DATE: 8-12-10BY: Donald R. Calaiaro, Esquire

Donald R. Calaiaro, Esquire, PA ID #27538

Francis E. Corbett, Esquire, PA ID #37594

David Z. Valencik, Esquire, PA ID #308361

CALAIARO & CORBETT, P.C.
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STONECIPHER 
LAW FIRM**Paul R. Rennie**

Attorney at Law

prennie@stonecipherlaw.com

May 18, 2012

SHERIFF's OFFICE
CLEARFIELD COUNTY
via fax 814-765-5915**ATTN: CINDY**In Re: Reinhrt Food
Vs. Bono Holdings, Latty Salone
2008- 96 CD

Dear Cindy:

As advised in our telephone conversation, the above captioned Writ of Execution was STAYED because of the Bankruptcy filing of the defendants. I believe it was stayed before the Sheriff even had a chance to serve the papers.

Therefore, we kindly ask for a refund of any unexpended portion of our original cost advancement of \$250. Should you have any questions or require anything further, please call. Your attention in this matter will be greatly appreciated. Thank you.

Very truly yours
STONECIPHER LAW FIRM

Paul R. Rennie

