

08-1386-CD
Paris Cleaners al vs Georgina Ind. Supply

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

PARIS CLEANERS, INC. t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

VS.

GEORGINO INDUSTRIAL SUPPLY, INC.,
Defendant

:
: No. 08-1386 CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Complaint
:
: FILED ON BEHALF OF:
: Plaintiff
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: Corporate Counsel
: Paris Companies
: 67 Hoover Avenue
: P.O. Box 1043
: DuBois, PA 15801
: (814) 375-9700 ext. 706

FILED *Ema*

DuBois JUL 29 2008
11:10 AM
William A. Shaw
Prothonotary
2 CERT 70 ATTY

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

PARIS CLEANERS, INC. t/d/b/a	:	
PARIS UNIFORM RENTAL	:	
Plaintiff	:	
VS.	:	No. 08 - - CD
GEORGINO INDUSTRIAL SUPPLY, INC.,	:	
Defendant	:	

NOTICE TO DEFEND

You Have Been Sued In Court. If You Wish To Defend Against The
Claims Set Forth In The Following Pages, **YOU MUST TAKE ACTION**
WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND
NOTICE ARE SERVED, By Entering A Written Appearance Personally
Or By Attorney And Filing In Writing With The Court Your Defenses Or
Objections To The Claims Set Forth Against You. You Are Warned That If
You Fail To Do So, The Case May Proceed Without You And A Judgment
May Be Entered Against You By The Court Without Further Notice For
Any Money Claimed In The Complaint Or For Any Other Claim Or Relief
Requested By The Plaintiff. You May Lose Money Or Property Or Other
Rights Important To You.

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

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

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

PARIS CLEANERS, INC. t/d/b/a	:	
PARIS UNIFORM RENTAL	:	
Plaintiff	:	
	:	
VS.	:	No. 08 - - CD
	:	
GEORGINO INDUSTRIAL SUPPLY, INC.,	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, PARIS CLEANERS INC., t/d/b/a PARIS UNIFORM RENTAL, by and through their attorney, Christopher J. Shaw, Esquire, and files the following Complaint against the Defendant, Georgino Industrial Supply, Inc., and in support thereof avers as follows:

1. The Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL, is a Pennsylvania Business Corporation having a principle business location of 67 Hoover Avenue, P.O. Box 1043, DuBois, Clearfield County, Pennsylvania 15801.

2. The Defendant, GEORGINO INDUSTRIAL SUPPLY, INC., is a Pennsylvania Business Corporation having a principle business location of R.D. #1, Route 255 North, P.O. Box 300, Penfield, Clearfield County, Pennsylvania 15849.

3. On or about February 28, 2005, Plaintiff, PARIS CLEANERS, INC., t/d/b/a PARIS UNIFORM RENTAL entered into a contract with Defendant, GEORGINO INDUSTRIAL SUPPLY, INC., whereby Plaintiff would provide certain textile rental

service to Defendant for a period of 52 consecutive weeks of service. A copy of the fully executed agreement is attached to this Complaint and incorporated herein by reference as Exhibit "A".

4. The term of this agreement attached hereto as Exhibit "A" was extended for a period of 260 weeks commencing February 28, 2006 and ending February 27, 2011, by an Extension Addendum dated February 21, 2006. This extension addendum is attached hereto and incorporated herein by reference as Exhibit "B".

5. The Secretary of the Corporation, Kathleen Bonanno, executed both the agreement and the extension addendum on behalf of the Defendant corporation.

6. Plaintiff provided the Defendant's textile rental needs pursuant to the terms of the contract, as extended, until February 28, 2008. However, Defendant, in violation of the express terms of the agreement, terminated the contract by letter dated February 14, 2008, and indicated to Plaintiff that it would not accept service from that date forward.

7. At all times relevant hereto, Plaintiff had fully performed all of its obligations under the terms of the Uniform Service Agreement dated February 28, 2005 as extended by Extension Addendum dated February 21, 2006, and remained ready willing and able to fulfill its obligations under the contract but was prevented from doing so by the actions of the Defendant.

8. Defendant has unilaterally, without just cause, and contrary to the written agreement of the parties, breached the terms of the Uniform Service Agreement dated February 28, 2005 as extended, by refusing to accept and pay for textile rental services through the end of the then current term of the agreement.

9. Due to the breach of the contract by the Defendant, Plaintiff has suffered damages that would be difficult to quantify, and as a result, Plaintiff demands the liquidated damages provided for under the terms of the contract, specifically 50% of the weekly rental amount of \$25.54 for the remaining 156 weeks of the contract or \$1,992.12.

10. In addition, the contract indicates that in the event that the contract is terminated early, as Defendant has done, Defendant is responsible to purchase all inventory of the Plaintiff specifically dedicated to the Defendant at the rates specified in the contract.

11. Plaintiff has purchased and dedicated for specific use of Defendant 33 shirts and 22 pants. When multiplied by the applicable rates in the agreement, Defendant owes Plaintiff the sum of \$594.00 for shirts and \$484.00 for pants.

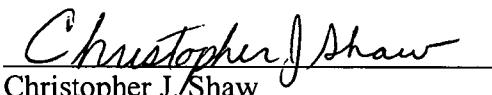
12. As a result of the breach of the contract by the Defendants, Plaintiff has been forced to engage the services of legal counsel to enforce the terms of the contract by collecting the contractual damages for the breach of this contract by the Defendants.

13. To date, Plaintiff has expended the sum of \$150.00 in legal fees enforcing its rights under the terms of the agreement and will continue to incur additional attorney's fees throughout the litigation of the breach of contract action. Plaintiff, pursuant to the terms of the contract, demands that Defendants be ordered to pay Plaintiff's attorneys fees being those reasonably necessary attorneys fees incurred to enforce the terms of the agreement in a yet undeterminable amount.

WHEREFORE, Plaintiff, PARIS CLEANER'S INC., t/d/b/a PARIS UNIFORM RENTAL demands judgment against the Defendants, GEORGINO INDUSTRIAL

SUPPLY, INC. in an amount of **\$3,220.12** together with additional attorneys fees in an undetermined amount plus costs of suit.

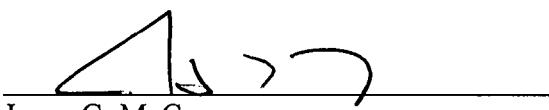
Respectfully,


Christopher J. Shaw
Attorney for Plaintiff

VERIFICATION

I, Jason G. McCoy, am the Secretary/Treasurer and CFO of the Plaintiff, Paris Cleaner's Inc. As such, I am duly authorized to make this verification on behalf of the Plaintiff. I have read the foregoing Complaint and affirm that the statements therein are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.


Jason G. McCoy

Dated: 7-29-2008

EXHIBIT “A”

ACCOUNT NO: 18340/0

2-28-05

1-1 Uniform Service Agreement

Customer Name:

GEORGINO INDUSTRIAL SUPPLY INC.

Address: 217 1/2 3rd Street, Suite 100, San Jose, CA 95113

RD #1 RT 255 NORTH

City, State; Zip: **PENFIELD, NY 15849**

Phone Number: 816-632-5211

Number of Wearers	Garment Style	Unit Price	Changes (per wearer per week)	Replacement Value
2		8.25	5 CNG	

Customer Detail Sheet

Special Instructions:

Company Logo:	Price:	Name Emblems:	Price:	Prep Charge:
Letters	Border	Letters	Border	Sp. Chg 9.05

PARIS UNIFORM RENTAL AND SUPPLY COMPANY

67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801

PHONE: 814-375-9700 • FAX: 814-375-1209

Customer, [a proprietorship/partnership/corporation (circle one that is applicable)], it's successors & assigns agrees to exclusively rent from Paris and to regularly pay for all of Customer's uniform, linen or textile rental requirements during the term of this agreement, of the products and at the prices and conditions, as outlined herein: *52 weeks* *5/9/13*

52 weeks : RYB

Customer acknowledges that Paris will be obligated to make a substantial investment in goods and equipment to fulfill its obligations of this agreement. Therefore, this Agreement shall remain in effect for a period of ~~260 consecutive weeks~~ from the start date. It shall automatically renew for successive like terms unless Customer terminates the Agreement by giving written notice to Paris no more than 120 days and no less than 90 days in advance of the initial or renewed term.

an 90 days in advance of the initial or renewed term. Unless otherwise specified in writing between the parties, the products rented hereunder are not flame retardant or resistant to hazardous substances. Paris has provided Customer with samples of the merchandise, and it is Customer's responsibility to determine if the merchandise is compatible with the Customer's needs. Paris gives no express or implied warranty that the products supplied are fit for the particular use contemplated by Customer, and Customer shall save, release, indemnify and hold Paris harmless from and against any loss, claim, or expense including attorney's fees arising out of the use of the product by Customer. Customer is obligated to notify Paris of any toxic or hazardous substance introduced by Customer onto the merchandise and further agrees to be responsible for any loss, damage or injury experienced by Paris or its employees as a result of the existence of such substances on the merchandise. Paris reserves the right not to handle or process merchandise soiled with toxic or hazardous substances, and if Paris so refuses, Customer agrees that it will purchase such items from Paris just if the items were lost by Customer.

is if the items were lost by Customer.

I. Payment shall be Net 10 days, EOM or COD. Customer may increase or reduce the service provided to accommodate normal business fluctuation. Customer may not, for business reasons, cancel more than 50% of the contract prior to the end of the term, or it shall be deemed to have breached the Agreement. Upon each one-year anniversary of the start date, Paris shall have the right to increase the rates then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or by 5%, whichever is greater. In addition to the said increase, Paris shall have the right to impose or modify any additional or necessary replacement cost or service charge as may become necessary to maintain a consistent level of PBA of Customer's account throughout the term of this Agreement.

4. Paris agrees that its quality of merchandise shall be comparable to generally accepted standards in the industry. Paris will promptly replace any Rental items not meeting this standard at no cost to the Customer. If Customer believes that Paris is failing to provide the quality of merchandise or service required under this Agreement, Customer must notify Paris in writing delivered by certified mail of claimed service or merchandise deficiencies. If Paris fails to remedy actual deficiencies within 60 days of proper notice, Customer may terminate this Agreement provided all rental items are returned to Paris in good and usable condition or paid for at replacement cost within 10 days following the 60 day notice. Acceptance of items beyond this 70-day period shall constitute a waiver of the deficiency defense and shall continue the contract in full force and effect as if notice were not given. Oral communication of alleged deficiencies in service, regardless of how often delivered, will not excuse customer's compliance to the terms of this agreement, and Customer's termination of the contract upon any terms other than the 60 day written notice requirement contained herein will be deemed a breach of this agreement.

written notice requirement contained herein will be deemed a breach of this agreement.

5. A finance charge of 1.5% per month may be added to any invoice unpaid for more than 30 days from the date of invoice. Paris reserves the right to change Customer to COD status if Customer accumulates any balance more than 30 days past due. Should Customer be placed on COD status, Customer shall, in addition to charges for the current product delivered, pay Paris an additional one-eighth of the existing past due balance as of the date of change to COD status on each of the next 8 deliveries. Failure to accept and pay for any delivery once placed on COD status as provided herein shall be deemed a breach of Customer's obligations under this Agreement and shall be sufficient cause for Paris to terminate the Agreement and bring an action for damages. If Customer should cancel, terminate, breach this agreement or should its volume fall below 50% of the contracted amount even if Customer's closes its business operations, Customer shall be in breach of this contract. Customer acknowledges that the actual damages due Paris in the event of a breach by Customer would be difficult to calculate. Therefore, in the event that Customer breaches this agreement, Customer agrees that in lieu of actual damages, Customer shall pay Paris, as liquidated damages and not as penalty, 50% of the average weekly charges during the 12 months prior to default multiplied by the remaining weeks of the initial or renewed term of the Agreement, and shall purchase all Inventory of Paris specifically dedicated to the Agreement at the actual or specified replacement cost for the items.

6. All equipment placed and maintained only by Paris. If any rental items are lost, stolen or destroyed,

6. All items shall remain the property of Paris, and shall be cleaned and maintained only by Paris. If any rental items are lost, stolen or destroyed, Customer shall pay Paris an appropriate replacement surcharge or shall compensate Paris a per item loss or damage charge at the following rates: Shirts-\$18.00; Pants-\$22.00; Jackets \$34.00; Coveralls-\$35.00; \$ _____. These figures shall be the replacement costs for these specified items.

Customer certifies that it is in no way infringing upon any existing contract between Customer and any other uniform rental service and shall hold Paris harmless from any such claims. Any disputes arising out of this Agreement shall only be filed in either District Court 46-3-01 or the Court of Common Pleas of Clearfield County, Pennsylvania. Customer specifically submits to this jurisdiction and waives any objection to these Courts on the basis of jurisdiction, venue or forum non-convenience. Customer agrees to pay all reasonable attorneys fees incurred by Paris in enforcing any of the terms of this Agreement including a proportionate share of Paris' in house legal fees.

Customer Name / Title (please print) Kathleen Bonanno Date 10/10/2013
Authorized Customer Signature Kathleen Bonanno Date 10/10/2013

Authorized Paris Representative  Date
Paris Uniform Vice President  Date

NY

EXHIBIT “B”

Extension Addendum

This Extension Addendum supplements and amends a Uniform Service Agreement between Paris Uniform Rental & Supply, its successors and assigns, (hereinafter referred to as Paris) and GEORGIO INDUSTRIAL SUPPLY, its successors and assigns (hereinafter referred to as Customer). Previously, by agreement dated the 28 day of FEBRUARY, 2005, the parties entered into a Uniform Service Agreement. The parties, however, desire to continue their relationship for the specific term set forth herein, and consequently the parties mutually agree to extend the terms of their agreement as follows:

Term. The parties agree that all of the terms and conditions of their agreement as indicated above shall continue in full force and effect for a period of 260 weeks commencing FEBRUARY 28, 2006. Thereafter the Agreement will continue for additional like terms unless cancelled by Paris or Customer as provided in the initial agreement between the parties identified above.

3 X 10 SCATS - \$4.00 PER MTR

2 MEN 5 CHANGE - \$5.00 PER MAN

G.M.P. - 1.76

SERVICE CHG - \$5.00

NO PRICE INCREASE FOR LIFE OF CONTRACT

In all other respects, the Agreement between the parties dated the 28 day of FEBRUARY, 2005, shall remain in effect.

Paris Cleaners, Inc.

By R. J. Reed

Title Vice President

Date _____

GEORGIO INDUSTRIAL SUPPLY

By Kathleen Branam

Title CORP SEC.

Date 2-21-06

MR

PARIS UNIFORM RENTAL AND SUPPLY COMPANY

67 HOOVER AVE. • P.O. BOX 1043 • DuBOIS, PA 15801

PHONE: 814-375-9700 • FAX: 814-375-1209

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

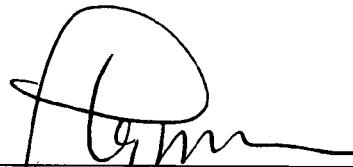
PARIS CLEANERS, INC. t/d/b/a :
PARIS UNIFORM RENTAL :
Plaintiff :
VS. : No. 08-1386-CD
GEORGINO INDUSTRIAL SUPPLY, INC., :
Defendant :
:

ACCEPTANCE OF SERVICE

I, Thomas G. Wagner, attorney of record for the Defendant, Georgino Industrial Supply, Inc., do hereby accept service of the Complaint filed by Paris Cleaner, Inc., on behalf of my client, Georgino Industrial Supply, Inc., the Defendant named in the complaint. I further certify that I have been authorized by my client to accept service of this complaint.

8-27-08

Date



Thomas G. Wagner
PA Sup. Ct. Id. #17404

Meyer & Wagner
115 Lafayette Street
St. Marys, PA 15857
(814) 781-3445

FILED
m/11/08
Searle
cc
cm
William A. Searle
Prothonotary/Clerk of Courts

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

PARIS CLEANERS, INC. t/d/b/a
PARIS UNIFORM RENTAL
Plaintiff

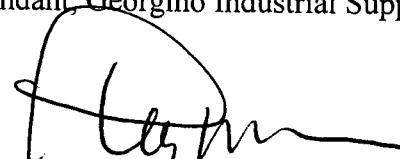
VS.

GEORGINO INDUSTRIAL SUPPLY, INC.,
Defendant

:
:
:
:
:
: No. 08-1386-CD

ENTRY OF APPEARANCE

Thomas G. Wagner of the law firm of Meyer & Wagner hereby enters his appearance as counsel of record for the defendant, Georgino Industrial Supply, Inc.



Thomas G. Wagner
PA Sup. Ct. Id. #17404

Meyer & Wagner
115 Lafayette Street
St. Marys, PA 15857
(814) 781-3445

FILED NO
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SEP 01 2008 CIR
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PARIS CLEANERS, INC., t/d/b/a : NO. 08-1386 CD
PARIS UNIFORM RENTAL
Plaintiff : Civil Action

Vs. : Counsel for Defendant

GEORGINO INDUSTRIAL SUPPLY, INC. : Thomas G. Wagner, Esq.
Defendant Supreme Court ID #17404
: 115 Lafayette Street
St. Marys, Pa. 15857
: (814) 781-3445

FILED
M. J. O'Brien NOCC
SEP 14 2009
GK
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PARIS CLEANERS, INC., t/d/b/a : NO. 08-1386 CD
PARIS UNIFORM RENTAL
Plaintiff : Civil Action

Vs. : Counsel for Defendant

GEORGINO INDUSTRIAL SUPPLY, INC. : Thomas G. Wagner, Esq.
Defendant Supreme Court ID #17404
: 115 Lafayette Street
: St. Marys, Pa. 15857
: (814) 781-3445

ANSWER TO COMPLAINT

In response to the Complaint filed in the above matter, the Defendant avers as follows:

1. Admitted.
2. Denied. The correct business address for the Defendant is 14892 Bennetts Valley Highway, Penfield, Clearfield County, Pennsylvania 15849.
3. Admitted.
4. Denied. On the contrary, in February, 2006, the parties negotiated a change in the pricing schedule for the materials to be delivered under the 2005 contract. There was no discussion about extending the time period for the service agreement, which the Defendant understood to be a contract from year to year.
5. Admitted.
6. Admitted that the Plaintiff provided services under the 2005 contract until February 28, 2008. Also admitted that the Defendant cancelled the contract, effective February 28, 2008, by a letter dated February 14, 2008, otherwise denied. The year-to-year contract was terminated at the end of its expiration date of February 28, 2008.

7. Denied. On the contrary, the quality of service provided by the Plaintiff did not meet industry standards; and the goods which were supplied were not always properly cleaned. The contract expired on February 28, 2008; and therefore any readiness to perform was irrelevant.

8. Denied. On the contrary, Defendant properly terminated the contract at the end of expiration of the annual term.

9. Denied. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of these averments. Such information is within the sole control of the Plaintiff, and proof thereof is demanded at trial.

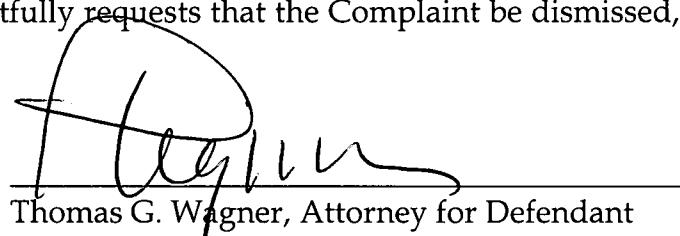
10. Denied. On the contrary, the Defendant has not breached the contract by terminating at the end of the annual term.

11. Denied. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of these averments. Such information is within the sole control of the Plaintiff, and proof thereof is demanded at trial.

12. Denied. On the contrary, Defendant has not breached the contract and Plaintiff is using in-house counsel to pursue this litigation.

13. Denied. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of these averments. Such information is within the sole control of the Plaintiff, and proof thereof is demanded at trial. In further answer, Defendant avers that the Plaintiff are using in-house counsel to provide legal services and therefore has not incurred any reasonable attorney fees which might be the subject for reimbursement by Defendant.

WHEREFORE, Defendant respectfully requests that the Complaint be dismissed, with costs upon the Plaintiff.



Thomas G. Wagner, Attorney for Defendant

VERIFICATION

I, KATHLEEN BANANNO, having read the foregoing Answer to Complaint, verify that the statements made therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Kathleen Bonanno

Date: 8-29-08

CA

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

PARIS CLEANERS, INC., * NO. 2008-1386-CD
PARIS UNIFORM RENTAL *
Plaintiffs *
vs. *
GEORGINO INDUSTRIAL SUPPLY, INC., *
Defendants *
*
*
*
*

ORDER

NOW, this 15th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1CC Atty's:
O/9:19cm C. Shaw
S MAY 16 2013 T. Wagner
William A. Shaw
Prothonotary/Clerk of Courts
6K

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

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

PARIS UNIFORM RENTAL

Plaintiff

VS.

GEORGINO INDUSTRIAL SUPPLY, INC.,

Defendant

:
: No. 08 - 1386 - CD
:
: TYPE OF CASE: Civil Action
:
: TYPE OF PLEADING:
: Praeclipe to Discontinue
:
: FILED ON BEHALF OF:
: Plaintiff
:
: COUNSEL OF RECORD FOR
: THIS PARTY:
:
: CHRISTOPHER J. SHAW
: Pa. Sup. Ct. I.D. #46836
:
: Corporate Counsel
: Paris Companies
: 67 Hoover Avenue
: P.O. Box 1043
: DuBois, PA 15801
: (814) 375 - 9700 ext. 706

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Z *INDEXED*
Z *MAY 18 2013*

William A. Shaw
Prothonotary/Clerk of Courts

612

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

PARIS CLEANERS, INC. t/d/b/a :
PARIS UNIFORM RENTAL :
Plaintiff :
VS. : No. 08 - 1386 - CD
GEORGINO INDUSTRIAL SUPPLY, INC., :
Defendant :
:

PRAECIPE TO DISCONTINUE & END

TO: William A. Shaw, Prothonotary

Please enter a judgment of voluntary non-suit at the request of the Plaintiff.

Plaintiff has elected to discontinue and end this case.

6/17/13

Date

Christopher J. Shaw

Christopher J. Shaw, Esquire
Corporate Counsel
Paris Cleaners, Inc.
67 Hoover Avenue, P.O. Box 1043
DuBois, PA 15801
(814) 375 - 9700 ext. 706

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

ORDER

NOW, this 20th day of June, 2013, the Court notes that a Praeclipe to Discontinue in the above-captioned case was filed on June 18, 2013 by Christopher J. Shaw, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 27th day of June, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

100 Attn's:
C. Shaw
T Wagner