

~~OK~~
File in
Sundances

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6/28/85

Should this go on the
eventual comm. list?

TO _____ DATE _____ TIME _____

WHILE YOU WERE OUT

_____ PHONE _____

TELEPHONED		PLEASE CALL	
CALLED TO SEE YOU		WILL CALL AGAIN	

MESSAGE _____

MESSAGE RECEIVED BY _____

MARGOLIES & MARGOLIES

ATTORNEYS AT LAW

18 TREMONT STREET

BOSTON, MASS 02108

TEL. 227-6628

CAMBRIDGE, MASS.

MARVIN H. MARGOLIES

ALAN I. MARGOLIES

June 25, 1985

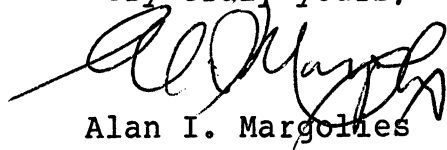
City Clerk
Cambridge City Hall
Cambridge, MA.

Re: Charles D. Bonanno Linen Service, Inc.
Vs: Richard Smith, et al

Dear Sir/Madam:

In accordance with MGL C.227, s.5A, I enclose herewith copies of Complaint and Summonses in the above entitled matter, for service upon you as agent authorized for service by statute for individuals who operate a business in the Commonwealth of Massachusetts, but reside in a foreign state.

Very truly yours,



Alan I. Margolies

AIM:dv

COMMONWEALTH OF MASSACHUSETTS

RECEIVED BY
OFFICE OF CITY CLERK

JUN 28 10 33 AM '82

BOSTON MUNICIPAL COURT

CAMBRIDGE, MASS.

SUFFOLK, SS:

CHARLES D. BONANNO LINEN
SERVICE, INC.

VS.

RICHARD SMITH and
RICHARD SANDNES and
ROD MacPHERSON, JR.

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*

COMPLAINT

Now comes the Plaintiff in the above entitled matter and says as follows:

1. The Plaintiff, Charles D. Bonanno Linen Service, Inc., is a Massachusetts corporation with an usual place of business in Medford, Middlesex County.
2. The Defendant, Richard Smith, is a resident of Valencia, California.
3. The Defendant, Richard Sandnes, is a resident of Sunland, California.
4. The Defendant, Rod MacPherson, Jr., is a resident of Mewhah, California.
5. The Defendants, Smith, Sandnes, and MacPherson, are partners and do business under the firm, name, and style of the International House of Pancakes, which have usual places of business in three (3) locations, namely Boston (Brighton), Cambridge, and Peabody, and the Defendants are jointly and severally liable for all obligations of said partnership.

COUNT I (BRIGHTON)

6. On or about March 11, 1982, the Plaintiff entered into a written agreement with a duly authorized agent of the Defendants to rent certain uniforms and garments for use by the Defendants employees at its place of business in Boston (Brighton). A copy of said agreement is attached hereto and marked "A".

7. On or about February 22, 1985, the Defendants, through their duly authorized agent, breached the agreement with the Plaintiff by instructing it to cease delivering uniforms to the Brighton location and to terminate their services.

8. As a result of an inventory taken by the Plaintiff, it discovered that certain garments and uniforms rented and used by the Defendant at this location had not been returned, and made demand for same.

9. The Defendants failed to return said garments and uniforms and the Defendants therefore owe the Plaintiff the sum of \$852.16 as provided for by Paragraphs 5 and 10(b) of said agreement.

10. By its terms, the agreement was to expire on or about April 26, 1985, but the Defendants, as a result of the premature termination of the agreement, owe the Plaintiff the sum of \$358.96, as calculated in accordance with the terms of Paragraph 10(a) of said agreement, and a reasonable attorney's fee as provided by Paragraph 10(c).

11. The Plaintiff has made due demand for payment, the Defendants have failed and refused to make any payment to the Plaintiff.

WHEREFORE, the Plaintiff demands this Honorable Court adjudge:

1. That the Defendants owe the Plaintiff the sum of \$852.16 as the loss charge for garments and uniforms not returned, plus \$358.96 as liquidated damages, and a reasonable attorney's fee, all as provided for by said agreement.

2. For such further relief as this Honorable Court deems meet and just.

COUNT II (PEABODY)

12. On or about July 14, 1983, the Plaintiff entered into a written agreement with a duly authorized agent of the Defendants to rent certain uniforms and garments for use by the Defendants employees at its place of business in Peabody. A copy of said agreement is attached hereto and marked "B".

13. On or about February 22, 1985, the Defendants, through their duly authorized agent, breached the agreement with the Plaintiff by instructing it to cease delivering uniforms to the Peabody location and to terminate their services.

14. As a result of an inventory taken by the Plaintiff, it discovered that certain garments and uniforms rented and used by the Defendant at this location had not been returned, and made demand for same.

15. The Defendants failed to return said garments and uniforms and the Defendants therefore owe the Plaintiff the sum of \$1,100.38 as provided for by Paragraphs 5 and 10(b) of said agreement.

16. By its terms, the agreement was to expire on or about July 15, 1986, but the Defendants, as a result of the premature termination of the agreement, owe the Plaintiff the sum of \$3,577.00, as calculated in accordance with the terms of Paragraph 10(a) of said agreement, and a reasonable attorney's fee as provided by Paragraph 10(c).

17. The Plaintiff has made due demand for payment, the Defendants have failed and refused to make any payment to the Plaintiff.

WHEREFORE, the Plaintiff demands this Honorable Court adjudge:

1. That the Defendants owe the Plaintiff the sum of \$1,100.38 as the loss charge for garments and uniforms not returned, plus \$3,577.00 as liquidated damages, and a reasonable attorney's fee, all as provided for by said agreement.

2. For such further relief as this Honorable Court deems meet and just.

COUNT III (CAMBRIDGE)

18. On or about April 11, 1980, the Plaintiff entered into a written agreement with a duly authorized agent of the Defendants to rent certain uniforms and garments for use by the Defendants employees at its place of business in Cambridge. A copy of said agreement is attached hereto and marked "C".

19. On or about February 22, 1985, the Defendants, through their duly authorized agent, breached the agreement with the Plaintiff by instructing it to cease delivering uniforms to the Cambridge location and to terminate their services.

20. As a result of an inventory taken by the Plaintiff, it discovered that certain garments and uniforms rented and used by the Defendant at this location had not been returned, and made demand for same.

21. The Defendants failed to return said garments and uniforms and the Defendants therefore owe the Plaintiff the sum of \$479.05 as provided for by Paragraphs 5 and 10(b) of said agreement.

22. The Plaintiff has made due demand for payment, the Defendants have failed and refused to make any payment to the Plaintiff.

WHEREFORE, the Plaintiff demands this Honorable Court adjudge:

1. That the Defendants owe the Plaintiff the sum of \$479.05 as the loss charge for garments and uniforms not returned, plus a reasonable attorney's fee, as provided for by said agreement.

2. For such further relief as this Honorable Court deems meet and just.

By its Attorney,

Alan I. Margolies
MARGOLIES & MARGOLIES
18 Tremont Street
Boston, MA 02108
227-6628

RENTAL CONTRACT

CONTRACT made this 11 day of March, 1982 between CHARLES D. BONANNO LINEN SERVICE, INC., a Massachusetts corporation, having its usual place of business at 162 Mystic Avenue, Medford, Massachusetts (SUPPLIER) and 140P Brighton MA (CUSTOMER) corporation, partnership, sole proprietorship, having its usual place of business at 1850 Soldiers Field Rd.

WITNESSETH:

WHEREAS SUPPLIER is in the business of supplying garments, linens, accessories, etc., on a weekly basis; and WHEREAS CUSTOMER wishes to rent the items as listed below; IT IS AGREED between SUPPLIER and CUSTOMER as follows:

- SUPPLIER will provide merchandise each week during the period of this contract, and customer will accept said service and pay therefore a weekly rental charge per unit as set forth in the following schedule, adjusted by additions and deletions as requested by the customer which appear on the weekly itemized invoice which is made a part hereof.

ITEM - DESCRIPTION	INVENTORY ISSUE	CHANGES PER WEEK	FIXED WEEKLY CHARGE
<u>White S/S Shirts</u>	<u>250</u>	<u>100</u>	<u>@, 48¢ ea</u>
<u>Aprons</u>	<u>100</u>	<u>50</u>	<u>@, .35¢ ea</u>
<u>TOWELS</u>	<u>200</u>	<u>100</u>	<u>@, .11 ea</u>

EMBLEM CHARGE PER GARMENT 1.00 SERVICE CHARGE PER PERSON 3.00 WEEKLY MINIMUM CHARGE 30.00 ENERGY CHARGE 1-

- TERMS:
The original term of this contract shall continue in effect for 36 revenue months from the date of the first delivery, and shall be automatically extended for further terms of 36 revenue months each, unless terminated by either party upon written notice - Certified Mail-Return Receipt Requested - sent to the addresses set forth in this Contract at least 60 days prior to the expiration of such original term or renewed term.
- PAYMENT:
Payment for service shall be CASH ☐ CHARGE ☒ (net 30 days). If any payment is overdue, SUPPLIER shall have the sole right of changing said credit terms.
- TITLE:
All inventory supplied under the Contract shall remain the property of the SUPPLIER, and shall be returned to SUPPLIER promptly upon the expiration of the original term or any extended term of this Rental Contract.
- REPLACEMENT OF MERCHANDISE:
In the event that any items supplied at the commencement of the original term, or any extended term hereof, shall be changed, abused, mutilated, lost, destroyed, or stolen, the CUSTOMER shall pay to the SUPPLIER for each such item 50% of the amount indicated in the following schedule.

FIRST DELIVERY DATE: 4/26/82

SHIRTS \$ <u>10.54</u>	JACKETS \$	SMOCKS \$	<u>TOWELS .56</u>
PANTS \$	LAB COATS \$	<u>Aprons 3.58</u>	

- CUSTOMER represents that to the best of his knowledge, no contract exists with any other supplier for the above-mentioned services, or if such contract does now exist this contract will become effective upon expiration of existing contract (s). CUSTOMER further represents that SUPPLIER has not encouraged or counseled CUSTOMER to cancel or violate the terms of any existing contract (s); this contract arising solely out of the desire of each of the parties hereto to transact business with each other.
- The CUSTOMER represents that the merchandise rented under this Rental Contract is for general purposes only and acknowledges that the merchandise is not designed or recommended for use in flammable areas or in contact with hazardous materials, and understands that in no event shall SUPPLIER be responsible for any damages arising therefrom.
- The minimum charge on bulk linen items is determined by using 40% of the total inventory figure. No credit will be given for any amount below the established 40% figure.
- (a) SUPPLIER may terminate this Contract in the event that any payment is overdue or for any breach by the CUSTOMER of any of the provisions of this Rental Contract, subject to the payment of damages as set forth in Paragraph 10.
(b) CUSTOMER may terminate this Contract at any time, subject to the payment of damages as set forth in Paragraph 10.
(c) Notice by either party for termination to be given in writing to the other party by Registered or Certified Mail, Return Receipt Requested.
- Liquidated Damages. The CUSTOMER acknowledges that because of the peculiar nature of the Uniform Rental Business, the damages that would be sustained by SUPPLIER in the event of a breach or premature termination of the AGREEMENT by the CUSTOMER would be difficult, if not impossible to determine. The parties, therefore, agree that the event of a breach of this AGREEMENT, or in the event the CUSTOMER terminates this contract prior to the expiration of the current terms hereof, the CUSTOMER shall pay to SUPPLIER as liquidated damages, (and not as penalty), the total of:
(a) One half the aggregate weekly service charge then in effect for the balance of the term of this AGREEMENT;
(b) The loss charge for any uniform or article not returned as provided in Article No. 5 hereof;
(c) All costs including reasonable attorney's fees incurred by BONANNO in enforcing its rights hereunder.
- Prices are to be increased 9 % after 12 months, and 9 % after 24 months. In the event that the Supplier's costs are increased due to increased labor or material costs, the charges stated--or currently charged-- may be revised and if agreed upon by both parties, shall so modify this contract, or the Supplier may, at its option, terminate this Contract.
- SUPPLIER agrees to use all reasonable diligence to provide uninterrupted service and supply, but the parties agree that the SUPPLIER shall not be liable to the CUSTOMER for any delay in service under this Contract growing out of acts of God, fire, casualty, strikes, lockouts, or any other act beyond the control of the SUPPLIER.
- In the event that any provisions of the Contract are in conflict with any statute or rule of law, then such provision shall be deemed null and void to the extent that it may be in conflict therewith, but without invalidating the remaining provisions hereof.
- This Contract shall be binding upon, and insure to the benefit of, the parties hereto - their successors, executors, administrators and assigns.

SUPPLIER

CUSTOMER

FIRM: CHARLES D. BONANNO LINEN SERVICE, INC.

FIRM: 140P

BY: [Signature]

BY: [Signature]

TITLE: [Signature]

TITLE: Operations Advisor

© CHARLES D. BONANNO LINEN SERVICE, INC.

for Rod MacPherson Jr.

BONANNO LINEN

RENTAL CONTRACT

529-02 (CALL IN)

CONTRACT made this 14 day of JULY, 1983, between CHARLES D. BONANNO LINEN SERVICE, INC., a Massachusetts corporation, having its usual place of business at 162 Mystic Avenue, Medford, Massachusetts (SUPPLIER) and INTERNATIONAL HOUSE OF PANCAKES, corporation, partnership, sole proprietorship, having its usual place of business at 5 SYLVAN RD. PEARBOY, MASS. (CUSTOMER)

WITNESSETH:

HEREAS SUPPLIER is in the business of supplying garments, linens, accessories, etc., on a weekly basis; and WHEREAS CUSTOMER wishes to rent the items as listed below; IT IS AGREED between SUPPLIER and CUSTOMER as follows:

- SUPPLIER will provide merchandise each week during the period of this contract, and customer will accept said service and pay therefore a weekly rental charge per unit as set forth in the following schedule, adjusted by additions and deletions as requested by the customer which appear on the weekly itemized invoice which is made a part hereof.

ITEM - DESCRIPTION	INVENTORY ISSUE	CHANGES PER WEEK	FIXED WEEKLY CHARGE
WHITE SHORT SLEEVE SHIRTS			4840 ✓
BIB APRONS			3500 ✓
KITCHEN RAGS			75¢ LB. ✓
MBLEM CHARGE PER GARMENT <u>1.40</u> SERVICE CHARGE PER PERSON <u>3.00</u> WEEKLY MINIMUM CHARGE <u>30.00</u> ENERGY CHARGE			

2. TERMS:

The original term of this contract shall continue in effect for 36 revenue months from the date of the first delivery, and shall be automatically extended for further terms of 36 revenue months each, unless terminated by either party upon written notice - Certified Mail-Return Receipt Requested - sent to the addresses set forth in this Contract at least 60 days prior to the expiration of such original term or renewed term.

3. PAYMENT:

Payment for service shall be CASH ☒ CHARGE ☐ (net 30 days). If any payment is overdue, SUPPLIER shall have the sole right of changing said credit terms.

4. TITLE:

All inventory supplied under the Contract shall remain the property of the SUPPLIER, and shall be returned to SUPPLIER promptly upon the expiration of the original term or any extended term of this Rental Contract.

5. REPLACEMENT OF MERCHANDISE:

In the event that any items supplied at the commencement of the original term, or any extended term hereof, shall be changed, abused, mutilated, lost, destroyed, or stolen, the CUSTOMER shall pay to the SUPPLIER for each such item 50% of the amount indicated in the following schedule.

SHIRTS \$ <u>10.46</u> ✓	JACKETS \$	SMOCKS \$	KITCHEN RAGS.
PANTS \$	LAB COATS \$	BIB APRONS <u>3.16</u>	

- CUSTOMER represents that to the best of his knowledge, no contract exists with any other supplier for the above-mentioned services, or if such contract does now exist this contract will become effective upon expiration of existing contract (s). CUSTOMER further represents that SUPPLIER has not encouraged or counseled CUSTOMER to cancel or violate the terms of any existing contract (s); this contract arising solely out of the desire of each of the parties hereto to transact business with each other.

- The CUSTOMER represents that the merchandise rented under this Rental Contract is for general purposes only and acknowledges that the merchandise is not designed or recommended for use in flammable areas or in contact with hazardous materials, and understands that in no event shall SUPPLIER be responsible for any damages arising therefrom.

- The minimum charge on bulk linen items is determined by using 40% of the total inventory figure. No credit will be given for any amount below the established 40% figure.

- (a) SUPPLIER may terminate this Contract in the event that any payment is overdue or for any breach by the CUSTOMER of any of the provisions of this Rental Contract, subject to the payment of damages as set forth in Paragraph 10.

(b) CUSTOMER may terminate this Contract at any time, subject to the payment of damages as set forth in Paragraph 10.

(c) Notice by either party for termination to be given in writing to the other party by Registered or Certified Mail, Return Receipt Requested.

- Liquidated Damages. The CUSTOMER acknowledges that because of the peculiar nature of the Uniform Rental Business, the damages that would be sustained by SUPPLIER in the event of a breach or premature termination of the AGREEMENT by the CUSTOMER would be difficult, if not impossible to determine. The parties, therefore, agree that the event of a breach of this AGREEMENT, or in the event the CUSTOMER terminates this contract prior to the expiration of the current terms hereof, the CUSTOMER shall pay to SUPPLIER as liquidated damages, (and not as penalty), the total of:

(a) One half the aggregate weekly service charge then in effect for the balance of the term of this AGREEMENT;

(b) The loss charge for any uniform or article not returned as provided in Article No. 5 hereof;

(c) All costs including reasonable attorney's fees incurred by BONANNO in enforcing its rights hereunder.

- Prices are to be increased 8 % after 12 months, and 8 % after 24 months. In the event that the Supplier's costs are increased due to increased labor or material costs, the charges stated-or currently charged- may be revised and if agreed upon by both parties, shall so modify this contract, or the Supplier may, at its option, terminate this Contract.

- SUPPLIER agrees to use all reasonable diligence to provide uninterrupted service and supply, but the parties agree that the SUPPLIER shall not be liable to the CUSTOMER for any delay in service under this Contract growing out of acts of God, fire, casualty, strikes, lockouts, or any other act beyond the control of the SUPPLIER.

- In the event that any provisions of the Contract are in conflict with any statute or rule of law, then such provision shall be deemed null and void to the extent that it may be in conflict therewith, but without invalidating the remaining provisions hereof.

- This Contract shall be binding upon, and insure to the benefit of, the parties hereto - their successors, executors, administrators and assigns.

SUPPLIER

CUSTOMER

FIRM: CHARLES D. BONANNO LINEN SERVICE, INC.

FIRM: INTERNATIONAL HOUSE OF PANCAKES

BY: Bob Duddy

BY: Lawrence Paradis

TITLE: SALES CONSULTANT

TITLE: Operations Advisor

CHARLES D. BONANNO LINEN SERVICE, INC.

526-83

RENTAL CONTRACT

A CONTRACT made this 11 day of April, 1980, between CHARLES D. BONANNO LINEN SERVICE, INC., a Massachusetts corporation, having its usual place of business at 162 Mystic Avenue, Medford, Massachusetts (SUPPLIER) and J. H. O'P a corporation, partnership, sole proprietorship, having its usual place of business at 619 Concord Ave. Cambridge MA (CUSTOMER)

WITNESSETH:

WHEREAS SUPPLIER is in the business of supplying garments, linens, accessories, etc., on a weekly basis; and WHEREAS CUSTOMER wishes to rent the items as listed below; IT IS AGREED between SUPPLIER and CUSTOMER as follows:

1. SUPPLIER will provide merchandise each week during the period of this contract, and customer will accept said service and pay therefore a weekly rental charge per unit as set forth in the following schedule, adjusted by additions and deletions as requested by the customer which appear on the weekly itemized invoice which is made a part hereof.

ITEM - DESCRIPTION	INVENTORY ISSUE	CHANGES PER WEEK	FIXED WEEKLY CHARGE
<u>8 1/2 white shirts</u>	<u>138</u>	<u>55</u>	<u>1.45 each</u>
<u>PANTS</u>	<u>25</u>	<u>10</u>	<u>1.60 each</u>
<u>B.B. Aprons</u>	<u>25</u>	<u>30</u>	<u>1.25 each</u>
<u>ROGS - 30 lbs wk.</u>			<u>.30 lb.</u>
EMBLEM CHARGE PER GARMENT <u>0</u>	SERVICE CHARGE PER PERSON <u>0</u>	WEEKLY MINIMUM CHARGE <u>20.00</u>	

2. TERMS:

The original term of this contract shall continue in effect for 24 PSE. J.H.F. revenue months from the date of the first delivery, and shall be automatically extended for further terms of 30 revenue months each, unless terminated by either party upon written notice - Certified Mail - Return Receipt Requested - sent to the addresses set forth in this Contract at least 60 days prior to the expiration of such original term or renewed term.

3. PAYMENT:

Payment for services shall be C.O.D. If any payment is overdue, SUPPLIER shall have the sole right of changing said credit terms.

4. TITLE:

All inventory supplied under the Contract shall remain the property of the SUPPLIER, and shall be returned to SUPPLIER promptly upon the expiration of the original term or any extended term of this Rental Contract.

5. REPLACEMENT OF MERCHANDISE:

FIRST DELIVERY DATE: 5/9/80

In the event that any items supplied at the commencement of the original term, or any extended term hereof, shall be changed, abused, mutilated, lost, destroyed, or stolen, the CUSTOMER shall pay to the SUPPLIER for each such item 50% of the amount indicated in the following schedule.

SHIRTS \$ <u>7.90</u>	JACKETS \$	SMOCKS \$		
PANTS \$ <u>10.50</u>	LAB COATS \$	<u>B.B. Aprons 1.80</u>		

6. CUSTOMER represents that to the best of his knowledge, no contract exists with any other supplier for the above-mentioned services, or if such contract does now exist this contract will become effective upon expiration of existing contract (s). CUSTOMER further represents that SUPPLIER has not encouraged or counseled CUSTOMER to cancel or violate the terms of any existing contract (s); this contract arising solely out of the desire of each of the parties hereto to transact business with each other.
7. The CUSTOMER represents that the merchandise rented under this Rental Contract is for general purposes only and acknowledges that the merchandise is not designed or recommended for use in flammable areas or in contact with hazardous materials, and understands that in no event shall SUPPLIER be responsible for any damages arising therefrom.
8. (a) SUPPLIER may terminate this Contract in the event that any payment is overdue or for any breach by the CUSTOMER of any of the provisions of this Rental Contract, subject to the payment of damages as set forth in Paragraph 9.
(b) CUSTOMER may terminate this Contract at any time, subject to the payment of damages as set forth in Paragraph 9.
(c) Notice by either party for termination to be given in writing to the other party by Registered or Certified Mail, Return Receipt Requested.
9. Liquidated Damages. The CUSTOMER acknowledges that because of the peculiar nature of the Uniform Rental Business, the damages that would be sustained by SUPPLIER in the event of a breach or premature termination of the AGREEMENT by the CUSTOMER would be difficult, if not impossible to determine. The parties, therefore, agree that in the event of a breach of this AGREEMENT, or in the event the CUSTOMER terminates this contract prior to the expiration of the current terms hereof, the CUSTOMER shall pay to SUPPLIER as liquidated damages, (and not as penalty), the total of:
- (a) One half the aggregate weekly service charge then in effect for the balance of the term of this AGREEMENT;
(b) The loss charge for any uniform or article not returned as provided in Article No. 5 hereof;
(c) All costs including reasonable attorney's fees incurred by BONANNO in enforcing its rights hereunder.
10. In the event that SUPPLIER'S costs are increased due to increased labor or material costs, the charges stated - or currently charged - may be revised, and if agreed upon by the parties, shall so modify this contract, or the SUPPLIER may, at its option, terminate this Contract.
11. SUPPLIER agrees to use all reasonable diligence to provide uninterrupted service and supply, but the parties agree that the SUPPLIER shall not be liable to the CUSTOMER for any delay in service under this Contract growing out of acts of God, fire, casualty, strikes, lockouts, or any other act beyond the control of the SUPPLIER.
12. In the event that any provisions of this Contract are in conflict with any statute or rule of law, then such provision shall be deemed null and void to the extent that it may be in conflict therewith, but without invalidating the remaining provisions hereof.
13. This Contract shall be binding upon, and insure to the benefit of, the parties hereto - their successors, executors, administrators and assigns.

CHARLES D. BONANNO LINEN SERVICE, INC.

Phil Elias
TITLE: Sales Rep.

CUSTOMER

FIRM:

BY:

TITLE:

J. H. O'P
Joseph H. Ferris
Manager

TRIAL COURT OF THE COMMONWEALTH — BOSTON MUNICIPAL COURT DEPARTMENT
CIVIL BUSINESS DIVISION

SUFFOLK, SS.

CIVIL NO.

CHARLES D. BONANNO LINEN SERVICE, INC.

Plaintiff

RICHARD SMITH

Defendant

086793
BMC-CIVIL BUSINESS SUMMONS



To the above-named defendant:

You are hereby summoned and required to serve upon Alan I. Margolies

plaintiff's attorney, whose address is 18 Tremont Street, Boston, MA. 02108

a copy of your answer to the complaint which is herewith served upon you, within 20 days after service of this summons, exclusive of the day of service. You are also required to file your answer to the complaint in the Office of the Clerk/Magistrate of this Court either before service upon plaintiff's attorney, or within 5 days thereafter. If you fail to meet the above requirements, judgment by default may be rendered against you for relief demanded in the complaint.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will be barred from making such claim in any other action.

Witness, THEODORE A. GLYNN, Esquire, at Boston, the 25th day of June

in the year of our Lord one thousand nine hundred and eighty five

Michael J. Coleman
CLERK/MAGISTRATE

TO PROCESS SERVER:

The person serving process shall make proof of service thereof in writing to the Court and to the party or his attorney, as the case may be, who has requested such service. Proof of service shall be made promptly and in any event within the time during which the person served must respond to the process.

*I hereby certify and return that on _____ 19_____, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Rule 4(d) (1-5):**

DATED: _____ 19_____.

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX AND ON COPY SERVED ON DEFENDANT AND RETURN ORIGINAL TO THIS COURT.

19_____

**If service is made at the last and usual place of abode, the officer shall forthwith mail first class a copy of the summons to such last and usual place of abode, and shall set forth in the return the date of mailing and the address to which the summons was sent (G.L. Chap. 223 sec. 31).*

Notes: (1) When more than one defendant is involved, the names of all defendants should appear in the action. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

(2) The number assigned to the complaint by the Clerk/Magistrate's Office at commencement of the action shall be affixed to this summons before it is served.

TRIAL COURT OF THE COMMONWEALTH — BOSTON MUNICIPAL COURT DEPARTMENT
CIVIL BUSINESS DIVISION

SUFFOLK, SS.

CIVIL NO.

CHARLES D. BONANNO LINEN SERVICE, INC.

Plaintiff

RICHARD SANDNES

Defendant

086793
BMC-CIVIL BUSINESS SUMMONS



To the above-named defendant:

You are hereby summoned and required to serve upon Alan I. Margolies

plaintiff's attorney, whose address is 18 Tremont Street, Boston, MA. 02108

a copy of your answer to the complaint which is herewith served upon you, within 20 days after service of this summons, exclusive of the day of service. You are also required to file your answer to the complaint in the Office of the Clerk/Magistrate of this Court either before service upon plaintiff's attorney, or within 5 days thereafter. If you fail to meet the above requirements, judgment by default may be rendered against you for relief demanded in the complaint.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will be barred from making such claim in any other action.

Witness, THEODORE A. GLYNN, Esquire, at Boston, the 25th day of June

in the year of our Lord one thousand nine hundred and eighty five

Michael J. Coleman
CLERK/MAGISTRATE

TO PROCESS SERVER:

The person serving process shall make proof of service thereof in writing to the Court and to the party or his attorney, as the case may be, who has requested such service. Proof of service shall be made promptly and in any event within the time during which the person served must respond to the process.

*I hereby certify and return that on _____ 19_____, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Rule 4(d) (1-5):**

DATED: _____ 19_____.

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX AND ON COPY SERVED ON DEFENDANT AND RETURN ORIGINAL TO THIS COURT.

19_____

**If service is made at the last and usual place of abode, the officer shall forthwith mail first class a copy of the summons to such last and usual place of abode, and shall set forth in the return the date of mailing and the address to which the summons was sent (G.L. Chap. 223 sec. 31).*

Notes: (1) When more than one defendant is involved, the names of all defendants should appear in the action. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

(2) The number assigned to the complaint by the Clerk/Magistrate's Office at commencement of the action shall be affixed to this summons before it is served.

NOTICE TO DEFENDANT — YOU NEED NOT APPEAR PERSONALLY IN COURT TO ANSWER THE COMPLAINT, BUT IF YOU CLAIM TO HAVE A DEFENSE, EITHER YOU OR YOUR ATTORNEY, MUST SERVE A COPY OF YOUR WRITTEN ANSWER WITHIN 20 DAYS AS SPECIFIED HEREIN AND ALSO FILE THE ORIGINAL IN THE CLERK/MAGISTRATE'S OFFICE.

TRIAL COURT OF THE COMMONWEALTH — BOSTON MUNICIPAL COURT DEPARTMENT
CIVIL BUSINESS DIVISION

SUFFOLK, SS.

CIVIL NO.

CHARLES D. BONANNO LINEN SERVICE, INC.

Plaintiff

ROD MacPHERSON, JR.

Defendant

086793
SUMMONS
BMC-CIVIL BUSINESS



To the above-named defendant:

You are hereby summoned and required to serve upon Alan I. Margolies

plaintiff's attorney, whose address is 18 Tremont Street, Boston, MA. 02108

a copy of your answer to the complaint which is herewith served upon you, within 20 days after service of this summons, exclusive of the day of service. You are also required to file your answer to the complaint in the Office of the Clerk/Magistrate of this Court either before service upon plaintiff's attorney, or within 5 days thereafter. If you fail to meet the above requirements, judgment by default may be rendered against you for relief demanded in the complaint.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will be barred from making such claim in any other action.

Witness, THEODORE A. GLYNN, Esquire, at Boston, the 25th day of June

in the year of our Lord one thousand nine hundred and eighty five

Michael J. Coleman
CLERK/MAGISTRATE

TO PROCESS SERVER:

The person serving process shall make proof of service thereof in writing to the Court and to the party or his attorney, as the case may be, who has requested such service. Proof of service shall be made promptly and in any event within the time during which the person served must respond to the process.

*I hereby certify and return that on _____ 19_____, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Rule 4(d) (1-5):**

DATED: _____ 19_____.

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX AND ON COPY SERVED ON DEFENDANT AND RETURN ORIGINAL TO THIS COURT.

19_____

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S-699

Comm. from Alan I. Margolies, Esq. Re: enclosing complaint & summonses in the case of Charles D. Bonanno Linen Service, Inc. vs. Richard Smith, et al.

June 28, 1985