

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

American Executive Centers, Inc.

VS.

Tactical Rabbit, Inc. c/o Everett Stern

:
:
:
:
:

NO. 2015-04796

COVER SHEET OF MOVING PARTY

Date of Filing 6/17/15 Moving Party Plaintiff, American Executive Centers, Inc.

Counsel for Moving Party Scott R. Reidenbach, Esq. & Brian M. Marriott, Esq. I.D. No. 81388 & 82185

Document Filed (Specify) Motion for Alternative Service

Matter is: _____ (Appealable) _____ (Interlocutory)

Oral Argument: _____ (Yes) _____ (No) Discovery Needed: _____ (Yes) _____ (No)

CERTIFICATIONS - Check **ONLY** if appropriate:

_____ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. **(Required by Local Rule 208.2(e) on motions relating to discovery.)**

_____ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

By: _____
Counsel for Moving Party

RULE TO SHOW CAUSE - Check **ONE** of the Choices Listed Below:

_____ Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the _____ day of _____, 20__.

_____ Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the _____ day of _____, 20__ at **1:00 p.m. at 321 Swede Street, Norristown, Pa.**

_____ Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

_____ Rule Returnable at time of trial.

By: _____
Court Administrator

AMERICAN EXECUTIVE CENTERS, INC. :
Plaintiff, :
v. :
TACTICAL RABBIT, INC. :
c/o EVERETT STERN :
Defendant. :

COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY

CIVIL DIVISION

DOCKET No. 2015-04796

ORDER

AND NOW, on this _____ day of _____, 2015, upon consideration of the Plaintiff's, American Executive Centers, Inc., Motion for Alternative Service Pursuant to Pennsylvania Rule of Civil Procedure 430, and any response thereto, it is hereby **ORDERED** that the Motion is **GRANTED**.

It is further **ORDERED** that Plaintiff may make service of the Complaint upon the Defendant, Tactical Rabbit, Inc. a/o Everett Stern, by one or all of the following methods: (1) First-Class Mail, (2) Posting at the Defendant's last known address and/or (3) Advertisement.

BY THE COURT:

J.

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
229 W. Wayne Avenue
Wayne, PA 19087
(610) 572 - 7075 PHONE
(610) 771 - 4571 FAX
scott@reidenbachlaw.com
brian@reidenbachlaw.com

Attorneys for Plaintiff,
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC.	:	COURT OF COMMON PLEAS
<i>Plaintiff,</i>	:	OF MONTGOMERY COUNTY
v.	:	CIVIL DIVISION
TACTICAL RABBIT, INC.	:	DOCKET No. 2015-04796
c/o EVERETT STERN	:	
<i>Defendant.</i>	:	

**MOTION FOR ALTERNATIVE SERVICE
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 430 OF
PLAINTIFF, AMERICAN EXECUTIVE CENTERS, INC.**

Plaintiff, American Executive Centers, Inc. (herein the "Plaintiff"), by and through its attorneys, Reidenbach & Associates, LLC, hereby submits this Motion for Alternative Service against the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), and in support thereof, avers as follows:

1. On or about March 3, 2015, Plaintiff filed a Complaint against Defendant, Tactical Rabbit, Inc. c/o Everett Stern.
2. Plaintiff reinstated the Complaint on April 8, 2015. A true and correct copy of Plaintiff's Praecipe to Reinstate the Complaint is attached hereto as **Exhibit "A."**
3. Upon information and belief, Defendant, Tactical Rabbit, Inc. c/o Everett Stern has a registered office address of 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. A true and correct copy of the Pennsylvania Department of State Business Entity History is attached hereto as **Exhibit "B."**

4. The Registered Office Address listed on the Pennsylvania Department of State Business Entity History is the property which the Defendant leased from AEC.

5. The Second Addendum to the Lease dated January 8, 2014, listed 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401 as the mailing address for the Defendant. A true and correct copy of the Second Addendum to the Lease is attached hereto as **Exhibit "C."**

6. On July 22, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. A true and correct copy of the July 22, 2014 Demand Letter is attached hereto as **Exhibit "D."**

7. On July 22, 2014, a USPS Address Verification request was sent to the Postmaster regarding the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. A true and correct copy of the July 22, 2014 Request for Address Verification is attached hereto as **Exhibit "E."**

8. On or about August 25, 2014, the Demand Letter dated July 22, 2014 sent via USPS Certified, Return Receipt was returned as unclaimed. A true and correct copy of the July 22, 2014 Certified, Return Receipt Unclaimed Demand Letter is attached hereto as **Exhibit "F."**

9. In December 19, 2014, Plaintiff requested a Skiptrace from Dennis Richman's Services to locate a valid address for the Defendant.

10. On December 19, 2014, Plaintiff received Skiptrace results from Dennis Richman's Services (the "Skiptrace Results"), noting that the last known address for Everette Stern was 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the Skiptrace Result is attached hereto as **Exhibit "G."**

11. On December 23, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the December 23, 2014 Demand Letter is attached hereto as **Exhibit “H.”**

12. On December 27, 2014, the Defendant signed the USPS Certified, Return Receipt acknowledging receipt of the December 23, 2014 Demand Letter. A true and correct copy of the signed USPS Certified, Return Receipt is attached hereto as **Exhibit “I.”**

13. In accordance with the Pennsylvania Rules of Civil Procedure, Plaintiff attempted personal service upon the Defendant using the Montgomery County Sheriff’s Department’s deputized Service upon the Chester County Sheriff’s Department (herein “Sheriff’s Department” or “Sheriff’s Officers”).

14. The Sheriff’s Department *Order for Service* form (herein “Service form”) dated April 27, 2015 details that the property known as 606 Ridge Ave., Kennett Square, PA 19348 was vacant. A true and correct copy of the Chester County Sheriff’s Department Order for Service form completed by the Montgomery County deputized Sheriff’s Department is attached hereto as **Exhibit “J.”**

15. On May 13, 2015, a USPS Address Verification request was sent to the Postmaster regarding the address known as 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the May 13, 2015 Request for Address Verification is attached hereto as **Exhibit “K.”**

16. The Pennsylvania Rules of Civil Procedure provide means for alternative methods of service where service cannot be made under the applicable rule(s): **“If service cannot be made under the applicable rule the plaintiff may move the court for a special order**

directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.” Pa.R.C.P. 430 (emphasis added).

17. An Affidavit pursuant to Pa. R.C.P. 430 is attached hereto as **Exhibit “L.”**

18. As of June 16, 2015, the Defendant has not accepted personal service at any time.

19. Plaintiff has attempted to serve the Defendant in good faith.

20. Defendant’s failure to accept personal service has significantly disrupted and delayed Plaintiff’s ability to move forward with this matter.


21. Plaintiff therefore respectfully requests the use of alternative service upon the Defendant either by: (1) First-Class Mail, (2) posting at the Defendant’s address and/or (3) advertisement.

WHEREFORE, Plaintiff, American Executive Centers, Inc., respectfully requests that this Honorable Court enter an Order allowing Plaintiff to serve the Complaint upon Defendant, Tactical Rabbit, Inc. c/o Everett Stern, by one or all of the following methods: (1) First-Class Mail, (2) posting at the Defendant’s address and/or (3) advertisement, together with all fees and costs in the form of the Order attached hereto.

Respectfully submitted,

REIDENBACH & ASSOCIATES, LLC

Dated: June 16, 2015

By: 


Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

VERIFICATION

I, BRIAN M. MARRIOTT, Esquire, subject to the penalties of 18 PA.C.S.A. §4904, relating to unsworn falsification to authorities, state that the facts set forth in the foregoing Plaintiff's Motion for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430, are true to the best of my knowledge, information and belief.

REIDENBACH & ASSOCIATES, LLC

Dated: June 16, 2015

By: 

Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.,

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
229 W. Wayne Avenue
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(610) 572 - 7075 PHONE
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scott@reidenbachlaw.com
brian@reidenbachlaw.com

Attorneys for Plaintiff,
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :
Plaintiff, :
v. :
TACTICAL RABBIT, INC. :
c/o EVERETT STERN :
Defendant. :

COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY

CIVIL DIVISION

DOCKET No. 2015-04796


CERTIFICATE OF SERVICE

I, BRIAN M. MARRIOTT, ESQUIRE, hereby certify that I caused a true and correct copy of the foregoing Motion for Alternative Service to be served via United States First-Class mail, upon the following:

Tactical Rabbit, Inc.
c/o Everett Stern
606 Ridge Avenue
Kennett Square, PA 19348

REIDENBACH & ASSOCIATES, LLC

Dated: June 19, 2015

By: 
Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
229 W. Wayne Avenue
Wayne, PA 19087
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(610) 771 - 4571 FAX
scott@reidenbachlaw.com
brian@reidenbachlaw.com

Attorneys for Plaintiff,
American Executive Centers, Inc.

<u>AMERICAN EXECUTIVE CENTERS, INC.</u>	:	COURT OF COMMON PLEAS
<i>Plaintiff,</i>	:	OF MONTGOMERY COUNTY
v.	:	
	:	CIVIL DIVISION
<u>TACTICAL RABBIT, INC.</u>	:	
c/o EVERETT STERN	:	DOCKET No. 2015-04796
<i>Defendant.</i>	:	

MEMORANDUM OF LAW OF PLAINTIFF, AMERICAN EXECUTIVE CENTERS, INC., IN SUPPORT OF THEIR MOTION FOR ALTERNATIVE SERVICE

Plaintiff, American Executive Centers, Inc. ("Plaintiff"), by and through her undersigned counsel, submits this Memorandum of Law in support of Plaintiff's Motion for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430.

I. MATTER BEFORE THE COURT

Plaintiff seeks alternative service pursuant to Pennsylvania Rule of Civil Procedure 430 as Defendant, Tactical Rabbit, Inc. c/o Everett Stern.

II. STATEMENT OF QUESTIONS PRESENTED

1. Should the Court grant an Order of Alternative Service, pursuant to the Plaintiff's Motion for Alternative Service Pursuant to Pa.R.C.P. 430, due to the fact that the Defendant cannot be located?

Suggested Answer: Yes.

III. FACTUAL AND PROCEDURAL BACKGROUND

On or about March 3, 2015, Plaintiff filed a Complaint against Defendant, Tactical Rabbit, Inc. c/o Everett Stern. Plaintiff reinstated the Complaint on April 8, 2015. Defendant, Tactical Rabbit, Inc. c/o Everett Stern listed the registered office address as 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. The Registered Office Address registered with the Pennsylvania Department of State is the property which the Defendant leased from Plaintiff. The Second Addendum to the Lease dated January 8, 2014, listed 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401 as the mailing address for the Defendant. On July 22, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. On July 22, 2014, a USPS Address Verification request was sent to the USPS Postmaster regarding the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. On July 22, 2014, a USPS Address Verification request was sent to the USPS Postmaster regarding the address known as 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. On or about August 1, 2014, this firm received a response from the Postmaster noting that no change of address is on file. On or about August 25, 2014, the Demand Letter dated July 22, 2014 sent via USPS Certified, Return Receipt was returned as unclaimed. In December 19, 2014, Plaintiff requested a Skiptrace from Dennis Richman's Services to locate a valid address for the Defendant. On December 19, 2014, Plaintiff received the Skiptrace results from Dennis Richman's Services (the "Skiptrace Results"), noting that the last known address for Everett Stern was 606 Ridge Ave., Kennett Square, PA 19348. On December 23, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 606 Ridge Ave., Kennett Square, PA 19348. On December 27, 2014, the Defendant

signed the USPS Certified, Return Receipt acknowledging receipt of the December 23, 2014 Demand Letter.

In accordance with the Pennsylvania Rules of Civil Procedure, Plaintiff attempted personal service upon the Defendant using the Montgomery County Sheriff's Department's deputized Service upon the Chester County Sheriff's Department (herein "Sheriff's Department" or "Sheriff's Officers"). The Sheriff's Department *Order for Service* form (herein "Service form") dated April 27, 2015 details that the property known as 606 Ridge Ave., Kennett Square, PA 19348 was vacant. On May 13, 2015, a USPS Address Verification request was sent to the Postmaster regarding the address known as 606 Ridge Ave., Kennett Square, PA 19348.

As of June 16, 2015, the Defendant has not accepted personal service at any time. Plaintiff has attempted to serve the Defendant in good faith. Defendant's failure to accept personal service has significantly disrupted and delayed Plaintiff's ability to move forward with this matter.

IV. ARGUMENT

It is well-established under Rule 430 of the Pennsylvania Rules of Civil Procedure that a Court may grant an order for alternative service. Rule 430 (a) states:

If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Pa.R.Civ.P. 430 (a).

In the present case, after investigation, the Registered Office Address registered with the Pennsylvania Department of State is the property which the Defendant leased from Plaintiff.

The Defendant has requested many Address Verifications regarding known addresses for the

Defendant. Furthermore, Plaintiff has obtained a Skiptrace to locate the Defendant.

Furthermore, Rule 430 (a) states:

Notice of intended adoption mailed to last known address requires a “good faith effort” to discover the correct address.

Pa.R.Civ.P. 430(a).

In the present case, Plaintiff has put forth many “good faith efforts” as outlined above to discover the correct address for the Defendant.

Accordingly, Plaintiff respectfully requests that her motion for alternative service be granted.

V. RELIEF REQUESTED


Defendant, Tactical Rabbit, Inc. c/o Everett Stern, cannot be located. As a result, Plaintiff respectfully requests this Court to enter an Order for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430.

For the foregoing reasons, Plaintiff requests that this Court grant Plaintiff’s Motion for Alternative Service.

Respectfully submitted,

REIDENBACH & ASSOCIATES, LLC

Dated: June 19, 2015

By: 

Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

EXHIBIT “A”

Time-Stamped Praecipe to Reinstate Complaint

OffshoreAlert A

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

AMERICAN EXECUTIVE CENTERS INC

vs.

TACTICAL RABBIT INC

NO. 2015-04796

PRAECIPE TO REINSTATE / REISSUE

TO THE PROTHONOTARY:

- () REISSUE WRIT
() REINSTATE COMPLAINT

ORIGINAL SIGNATURE RETAINED
BY THE FILING PARTY

Signature/ID Number

SCOTT R. REIDENBACH, ESQUIRE

Print Name

229 W. WAYNE AVE.

Address

WAYNE, PA 19087

6105727075

Phone

EXHIBIT “B”

Pennsylvania Department of State Business Entity History

OffshoreAlert A



Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

Business Entity Filing History

Date: 7/2/2014

(Select the link above to view the
Business Entity's Filing History)

Business Name History

Name	Name Type
Tactical Rabbit Inc.	Current Name

Business Corporation - Domestic - Information

Entity Number: 4125140
Status: Active
Entity Creation Date: 8/1/2012
State of Business.: PA
Registered Office Address: 600 W Germantown Pike Ste 400
Plymouth Meeting PA 19462
Montgomery
Mailing Address: No Address

- Search
- By Business Name
- By Business Entity ID
- Verify
- Verify Certification
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents
- Order Business List
- My Images
- Search for Images

EXHIBIT “C”

Second Addendum to the Lease

OffshoreAlert A



**2nd ADDENDUM TO THE LEASE AND SERVICE AGREEMENT
ENTERED INTO ON THE 8th of January, 2014,
BETWEEN THE PARTIES NAMED BELOW**

American Executive Centers, Inc.
("We", "Us" or "Our")



600 West Germantown Pike
Suite 400
Plymouth Meeting, PA, 19462
info@americanexecutivecenters.com
610-940-1600

Tactical Rabbit Inc.
("You", "Your" or "Yours")

2815 Dekalb Pike
East Norriton, PA, 19401, US
stern@tacticalrabbit.com
215-704-2992

1. Leased Premises:

The grid below replaces the Leased Premises Grid on the Original Lease

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1049	Exclusive	6/1/2014	6/1/2014	6/30/2014	MM	\$900.00	\$900.00
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
1050	Exclusive	6/1/2014	6/1/2014	6/30/2014	MM	\$1,000.00	\$1,000.00
Totals						\$3,200.00	\$3,850.00

2. Rent and Additional Rent:

In consideration of our covenants:

- a. You agree to pay Us base rent in the amount of \$3,200.00, per month on or before the first day of the month.

All other terms and conditions of the referenced lease apply. In witness thereof, the parties, intending to be legally bound and having authority to do so have caused this Lease to be duly executed on the year and day first written above

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



3. Additional Terms.

Notwithstanding paragraph "3.Term.", the prior written notice requirement for office #1049 and office #1050 will be 30 days.

LESSEE:

LESSOR:

Signature: Everett Stern
Everett Stern (Mr, 06/20/2015)
Email: stern@tacticalrabbit.com
Title: Ceo

Signature: G. Michael Howard
G. Michael Howard (Mr, 06/20/2015)
Email: leasing@americanexecutivecenters.com
Title: President

Note: this lease is only valid if signed by both parties through the Echosign electronic signature service.

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

Database Management	Tradeshaw Support and Follow-Up
Sales Support	Creating Presentations
Graphic Design	High Speed Printing and Binding
Spreadsheets	Telemarketing
Administrative Assistance	Bookkeeping
Website Design	Shipping and Expediting
IT Assistance	Paralegal Services
Appointment Scheduling and Confirmation	

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

Enhanced Telephone Package	Voicemail Box
Other Advanced Features	Outbound Notification
50 / 20 Mbps Internet Access Package	Video Conferencing
Digital Telephone Sets	Answering In Excess of 250 calls per Month per Office
Telephone Lines (Speech Paths)	Call Patching
Data Lines	Yellow Page Advertsing
Directory Assistance	Initial Installation of Telephone Services
Call Forwarding	Telephone Service Adds, Moves, Changes

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

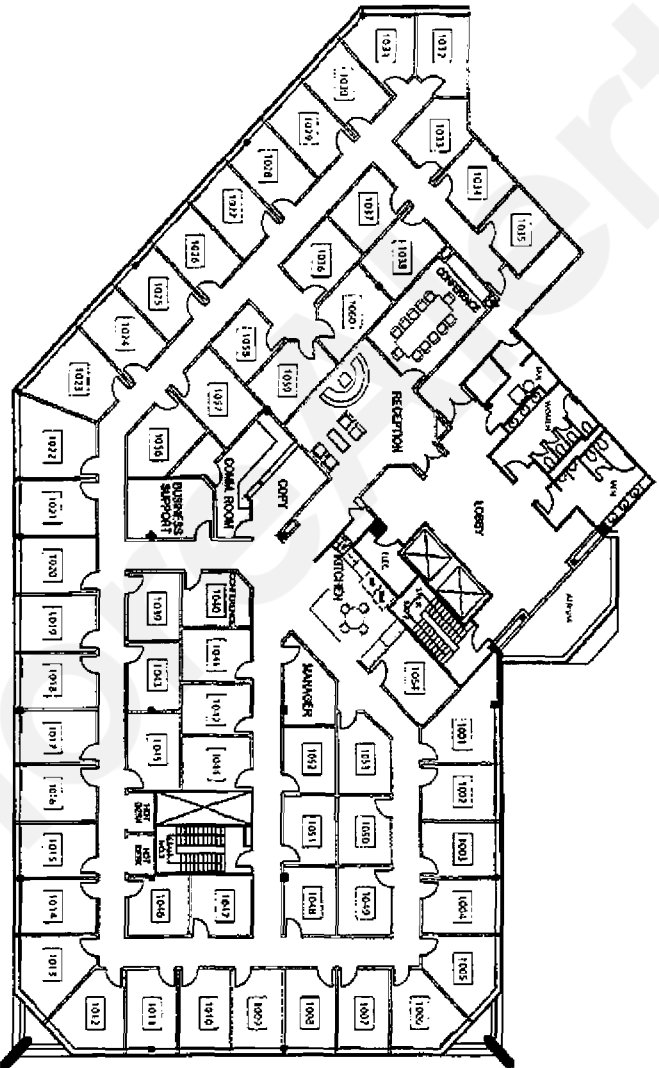
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation.

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.

Plymouth Meeting, PA



Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services

(1) Telephone Reception Services:

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

(2) Multi-Functional Digital Telephone Instrument:

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

User-friendly interface with an LCD menu that will guide the entire process

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital T-1 lines; the highest voice grade line available.

(3) On-Site, No-Fault Maintenance Agreement:

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

(4) Free Talk Calling Plan:

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost – no markup

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

(5) Global Crossing Audio and Web Conferencing Services:

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

Audio Conferencing

- Use your toll free 800 number to have a teleconference at anytime with any number of people.
- No reservation required.

Web Conferencing:

- Desktop sharing
- Recording and archiving of meetings.
- 24/7 access. No reservation. No restrictions.

Program Price

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services: \$165 per month.

Additional Communication Services

•Facsimile or modem line (analog)	\$40.00 per month, per line*	•Additional Voice Mail Box	\$25.00 per month, per voicemail box *
•Business Class Internet Access	\$95.00 per month, per line*	•System Program Changes	\$50.00 per hour, plus tax
•Public IP Address	\$5.00 per month, per IP*	•IT Equipment Storage	\$25.00 per month, per piece

*plus installation charges

EXHIBIT "D"

July 22, 2014 Demand Letter

OffshoreAlert 

Reidenbach
& Associates, LLC | Attorneys

1008 Upper Gulph Rd., Ste. 300
Wayne, PA 19087
800.969.7032 TEL
800.963.9133 FAX
reidenbachlaw.com

Brian M. Marriott, Esquire
E-mail: brian@reidenbachlaw.com

July 22, 2014

Tactical Rabbit, Inc.
ATTN: Everett A. Stern, CEO
2615 Dekalb Pike, Suite/Apt. 616
East Norriton, PA 19401

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

Dear Mr. Stern:

This firm serves as counsel to American Executive Centers, Inc. (herein "AEC"). As you are aware, on January 8, 2014, you entered into a Lease and Service Agreement (the "Lease") with AEC for a one year term beginning on February 2, 2014 and ending on January 31, 2015. A true and correct copy of the Lease is attached hereto for your convenience. As of today's date, your account is in arrears in the amount of \$11,391.49 (after the application of your Service Retainer amount) for failure to remit the appropriate monthly payments to AEC since July 1, 2013.

Not including attorneys' fees (which will be calculated and posted to your account), the amount now due to AEC is therefore *Eleven Thousand, Three Hundred and Ninety-One Dollars & Forty-One Cents (\$11,391.49)*. This debt includes unpaid Rent, service charges and late fees. Pursuant to paragraph No. 9 of the Lease, AEC has the authority to seek payment for collection expenses up to 15% of the amount due in an additional amount of \$56.25, which may be immediately assessed to your account.

Should you wish to resolve this matter amicably, please contact me within thirty (30) days of the date of this correspondence, which is by no later than **Friday, August 22, 2014.**

Please be guided accordingly.

Very truly yours,



Brian M. Marriott

BMM/res

Enclosure

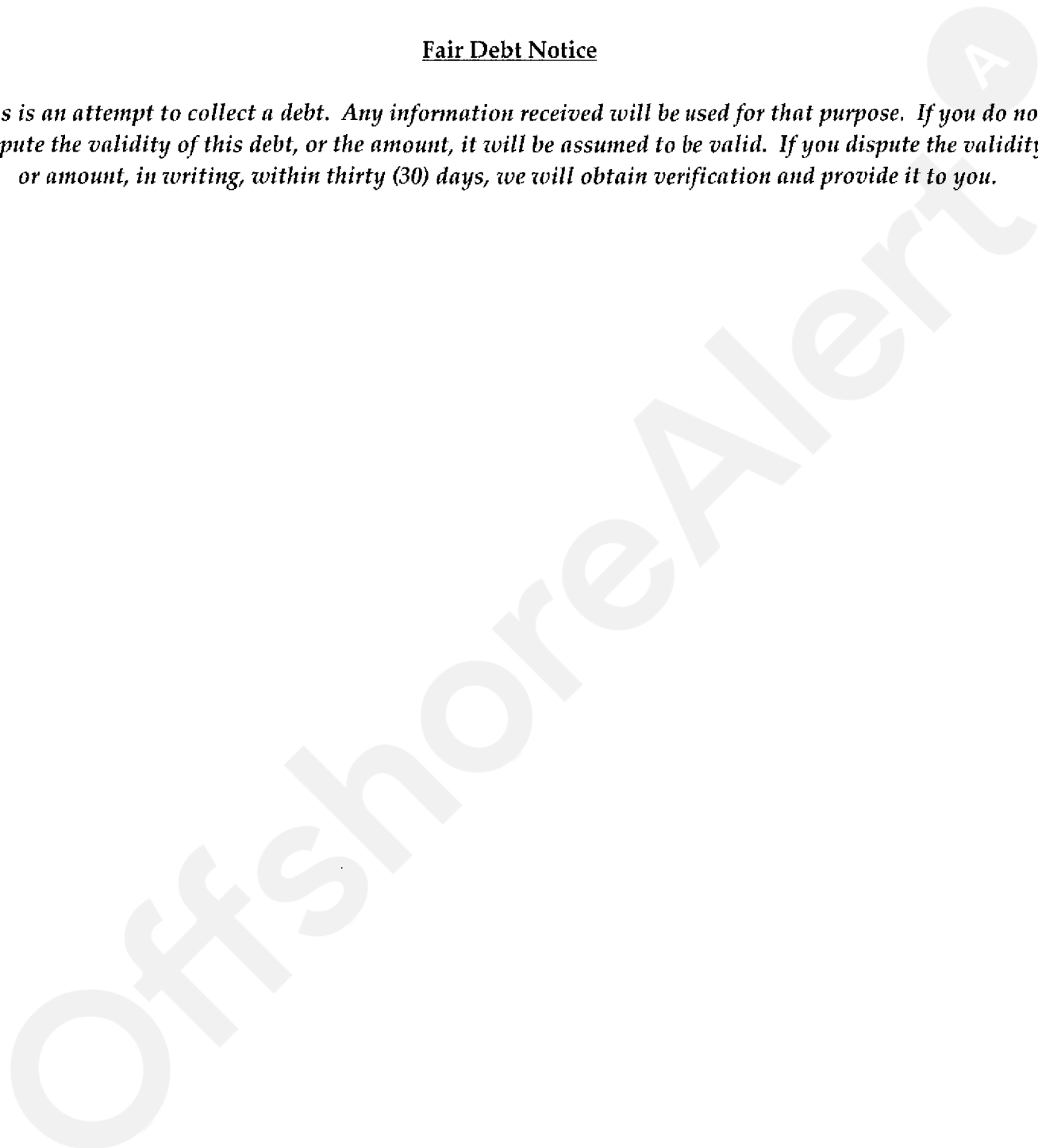
VIA E-MAIL, FIRST-CLASS MAIL & CERTIFIED MAIL, R.R.R. (stern@tacticalrabbit.com)

Tactical Rabbit, Inc.
ATTN: Everett A. Stern, CEO
July 22, 2014
Page 2

cc: Anne Senski, Vice President, American Executive Centers, Inc. VIA E-MAIL, ONLY

Fair Debt Notice

This is an attempt to collect a debt. Any information received will be used for that purpose. If you do not dispute the validity of this debt, or the amount, it will be assumed to be valid. If you dispute the validity or amount, in writing, within thirty (30) days, we will obtain verification and provide it to you.





LEASE AND SERVICE AGREEMENT

This Lease and Services Agreement (lease) is entered into this day, the 8th of January, 2014, between the parties named below.

American Executive Centers, Inc.
 ("We", "Us" or "Our")



600 West Germantown Pike
 Suite 400
 Plymouth Meeting, PA, 19462
 info@americanexecutivecenters.com
 610-940-1600

Tactical Rabbit Inc.
 ("You", "Your" or "Yours")

2615 Dekalb Pike
 East Norriton, PA, 19401, US
 stern@tacticalrabbit.com
 215-704-2992

Intending to be legally bound, the parties agree as follows:

1. Leased Premises:

A floor plan of our leased premises at 600 West Germantown Pike, Suite 400, Plymouth Meeting, PA, 19462 is attached as Exhibit B-3. Subject to the terms and conditions set forth in the Lease, we agree to lease to You and You agree to rent.

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
Totals						\$1,300.00	\$1,950.00

On a shared basis, We will provide:

- a. Common use of reception area, copier, kitchen, hallways and bathrooms.
- b. Mail and package receipt in Your absence.
- c. Personalized telephone answering during business hours between 8:30 am and 5:30 pm (includes answering up to 250 calls per month, Monday through Friday, except for Our Holidays).
- d. Complimentary coffee and tea throughout the business day.
- e. Daily janitorial service.
- f. 24-hour access to facilities and Your office.
- g. Access to all seven (7) of Our locations
- h. Access to services listed in Exhibit B-2.
- i. Office furniture: one executive set per office.
- j. Supporting documentation for a 90 day period, for all B-2 services incurred

2. Use:

You acknowledge that We lease the leased premises from Our landlord and that You agree to comply with all rules and regulations set forth in that Lease. You agree not to offer any service to Our other customers which We offer. We have the right to modify the non-exclusive areas of the leased premises. You will not make any alterations to the leased premises without Our prior written consent.

3. Term:

- a. If We cannot deliver possession of the leased premises to You on the commencement date, rent will be abated until possession is delivered. At Your option You may void this lease, but We will not be liable for any losses resulting.
- b. Rent will be prorated for early occupancy
- c. Either party may terminate this Lease at the expiration of the stated term with sixty days prior written notice via E-mail, (termination notice period commences on the first day of the following month after termination notice is received), otherwise this Lease will continue to renew for the same period of time as the original term under the then current terms and conditions at the then current rate being charged for like space.



4. Rent and Additional Rent:

In consideration of our covenants:

- a. You agree to pay opening charges in the amount of \$3,250.00, detailed in Exhibit B-1 upon your executing this lease. Failure to do so renders the lease voidable at our option.
- b. Thereafter, You agree to pay Us the Monthly Rent Rate of \$1,300.00, on or before the first day of the month.
- c. You agree to pay as additional rent, the amount due for Exhibit B-2 services utilized.
- d. Time is of the essence in the payment of all rents. In the event that You fail to pay any rent within five (5) days of the due date, We may:
 - i. Charge You a late fee of \$75.00 per office for each month in which You are delinquent until the balance is paid and,
 - ii. If rent is ten (10) days past due, We will suspend all services contained in paragraph 1. a 1. b. and Exhibit B-2 services.
- e. You agree to compensate Us \$75.00 for each occasion that a check is returned by Your bank for insufficient funds.
- f. Rents and bills for services shall be paid to:

American Executive Centers, Inc
P O Box 822250
Philadelphia, PA 19182-2250
- g. Or other address that We designate in writing.

5. Services Retainer and Security Deposit:

Concurrent with the execution of this Lease, You agree to pay \$1,950.00 as an Exhibit B-1 services retainer which enables us to provide You with Exhibit B-2 services, on account, with only periodic billing. The services retainer is computed at 1 ¼ times the base rent amount and includes the average amount of Exhibit B-2 services incurred on account by a customer over a 60 day period before they are tabulated, billed and due. Further, You agree to increase the services retainer if rent plus unbilled Exhibit B-2 services exceeds the services retainer or e.g. the base rent changes due to increased office size, or increased number of offices. You are responsible for leaving the leased premises in the same condition in which You found them. The services retainer amount will be returned approximately 60 days after You have moved out, net of any amount due under the lease.

6. Hold Harmless:

We are not obligated to carry insurance on Your personal or business property, but We encourage You to do so. We will not be liable to You or any other person for any damages on account of loss, damage or theft of any personal or business property of Yours, Your employees, agents or invitees unless We acted deliberately to cause them.

7. Hiring of Employees:

You will not hire one of Our employees and We will not hire an employee of Yours, met on the premises, during the Lease term or extension or renewal hereof and 180 days thereafter. Each party agrees to pay the other party \$15,000 for each breach of this provision.

8. Default:

The following constitutes a default under Your lease

- a. If You fail to perform any requirement of this Lease or fail to pay any sum of money when due and such failure shall continue for ten (10) days after the date of written notice.
- b. Any removal or attempt to remove any of Your property from the leased premises, other than in the ordinary course of business, without having first paid all amounts due, or amounts that will become due under this Lease.
- c. A declaration of bankruptcy, insolvency, or other reorganization or filing for protection from creditors.

9. Remedies:

- a. We may terminate this Lease and You will have no further right to avoid termination by payment of any sum due. Nevertheless, the rent for the unexpired term of the Lease, including collection expenses up to 15% of the amount due, shall be immediately due and payable.
- b. We may re-enter and take possession of the leased premises, remove all persons and impound all property, and re-lease the premises.

10. Miscellaneous:

- a. You agree not to use the Services Retainer and Security Deposit to pay the last months' rent.
- b. We will have the right at any time during the lease term, upon giving You 30 day's written notice, to relocate You at Our expense, to space of comparable square footage within the suite.
- c. This agreement is personal to You and cannot be transferred to anyone else.
- d. You agree that repeated events of abusive or unprofessional behavior, to Our employees or other clients are unacceptable. We will provide You with written notice if such an event occurs. If there is a second event, We may, at Our option, terminate this agreement.
- e. Any holdover tenancy period which exists after receipt of a valid termination notice will be billed on a month to month basis at 150% of current Rent.
- f. If You have power requirements in addition to a standard office computer and printer, We reserve the right to separately meter and charge for electrical installation and consumption.
- g. You acknowledge that We, as part of maintaining a high quality professional business environment, provide a standard uniform furniture package in each office. Any additional requirements excluding electronic equipment must be pre-approved by Us, to maintain the integrity of the décor of Our suite and business environment.
- h. You agree that our internet access is for casual use and not to be relied upon to support a critical element of your business. In addition you agree to abide by the Internet Access Rules, a copy of which can be obtained from your Center Manager.



11. Additional Terms.

Notwithstanding the above:

- This lease includes Executive Telephone Reception and High Speed Internet for the first term of the Agreement
- This lease includes 5 hours per month complimentary meeting room time good at all 7 Philadelphia area locations.

LESSEE:

Signature: *Everett Stern*
Everett Stern (E) (S) (2015)

Email: stern@tacticalrabbit.com

Title: CEO

LESSOR:

Signature: *G. Michael Howard*
G. Michael Howard (G) (M) (H) (2015)

Email: leasing@americanexecutivecenters.com

Title: President

Note: this Lease is only valid if signed by both parties through the Echosign electronic signature service.



Exhibit B - 1 Opening Charges

Center: Plymouth Meeting
 Contact Name: Everett A. Stern, M.B.A.
 Company Name: Tactical Rabbit Inc.
 Address: 2615 Dekalb Pike
 Address 2: _____
 Address 3: _____
 Address 4: East Norriton, PA, 19401
 Country: United States

MONTHLY CHARGES		AMOUNT
Net Rent Due:		\$1,300.00
Office(s):	1001	
Charge(s)	<u>1 No Phones or Internet</u>	\$0.00
SubTotal		\$0.00
Sales Tax	6%	\$0.00
Total Monthly Charges		\$1,300.00

ONE TIME CHARGES		AMOUNT
Proration of Total Monthly Charges for Early Move in:		\$0.00
Refundable Service Retainer, less	\$0.00 on hand	\$1,950.00
Charge(s)		\$0.00
Subtotal		\$1,950.00
Sales Tax	6%	\$0.00
Total One-Time Charges		\$1,950.00

GRAND TOTAL (Check Amount)	\$3,250.00
-----------------------------------	-------------------

(T) Taxable (TP) Partial Taxable
 * Directory listing, office nameplate, initial staff orientation meeting, office preparation

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

- | | |
|---|---------------------------------|
| Database Management | Tradeshaw Support and Follow-Up |
| Sales Support | Creating Presentations |
| Graphic Design | High Speed Printing and Binding |
| Spreadsheets | Telemarketing |
| Administrative Assistance | Bookkeeping |
| Website Design | Shipping and Expediting |
| IT Assistance | Paralegal Services |
| Appointment Scheduling and Confirmation | |

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

- | | |
|--------------------------------------|---|
| Enhanced Telephone Package | Voicemail Box |
| Other Advanced Features | Outbound Notification |
| 50 / 20 Mbps Internet Access Package | Video Conferencing |
| Digital Telephone Sets | Answering in Excess of 250 calls per Month per Office |
| Telephone Lines (Speech Paths) | Call Patching |
| Data Lines | Yellow Page Advertising |
| Directory Assistance | Initial Installation of Telephone Services |
| Call Forwarding | Telephone Service Adds, Moves, Changes |

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

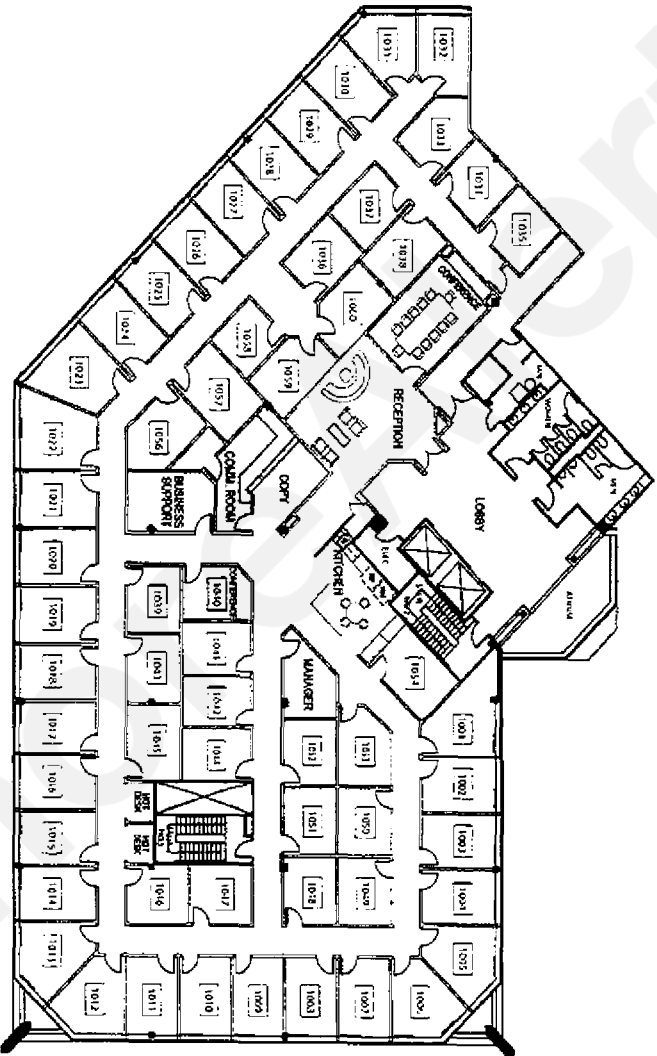
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.
Plymouth Meeting, PA



Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services.

(1) Telephone Reception Services:

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

(2) Multi-Functional Digital Telephone Instrument:

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

User-friendly interface with an LCD menu that will guide the entire process

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital J-1 lines; the highest voice grade line available.

(3) On-Site, No-Fault Maintenance Agreement:

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

(4) Free Talk Calling Plan:

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost – no markup.

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

(5) Global Crossing Audio and Web Conferencing Services:

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

Audio Conferencing

- Use your toll free 800 number to have a teleconference at anytime with any number of people
- No reservation required.

Web Conferencing:

- Desktop sharing
- Recording and archiving of meetings
- 24/7 access. No reservation. No restrictions.

Program Price

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services. \$165 per month

Additional Communication Services

• Facsimile or modem line (analog)	\$40.00 per month, per line*	• Additional Voice Mail Box	\$25.00 per month, per voicemail box *
• Business Class Internet Access	\$95.00 per month, per line*	• System Program Changes	\$50.00 per hour, plus tax
• Public IP Address	\$5.00 per month, per IP*	• IT Equipment Storage	\$25.00 per month, per piece

*plus installation charges

EXHIBIT “E”

*July 22, 2014 Request for Address Verification
re 2615 Dekalb Pike*

A

Reidenbach

& Associates, LLC | Attorneys

1008 Upper Gulph Rd., Ste. 300
Wayne, PA 19087
800.969.7032 TEL
800.963.9133 FAX
reidenbachlaw.com

Nicole R. Howard, Paralegal
E-mail: nicole@reidenbachlaw.com

July 22, 2014

USPS Postmaster
East Norriton, PA 19401

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc., et al.
Magisterial District Court, Docket No. _____

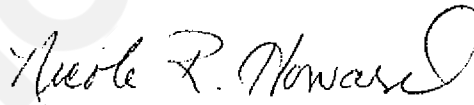
Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc.*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.

Very truly yours,



Nicole R. Howard, Paralegal

NRH/tbm
Enclosure

Change of Address or Boxholder Request Format - Process Servers

Postmaster

Date July 22, 2014

East Norriton, PA 19401

City, State, ZIP Code

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION
NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Tactical Rabbit, Inc.

Address 2615 Dekalb Pike, Ste. 616, East Norriton, PA 19401

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g., process server, attorney, party representing self) Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se -- except a corporation acting pro se must cite statute)

3. The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

4. The court in which the case has been or will be heard: Magisterial District Court

5. The docket or other identifying number (a or b must be completed):

- a. Docket or other identifying number: _____
- b. Docket or other identifying number has not been issued.

6. The capacity in which this individual is to be served (e.g., defendant or witness): _____

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

Brian M. Marriott, Esq.

Printed Name

1008 Upper Gulph Rd., Ste. 300

Address

Wayne, PA 19087

City, State, ZIP Code

POST OFFICE USE ONLY

<input type="checkbox"/> No change of address order on file.	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	_____
	_____	_____

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
1008 Upper Gulph Road, Ste. 300
Wayne, PA 19087
(800) 969-7032 TEL
(800) 963-9133 FAX
scott@reidenbachlaw.com
brian@reidenbachlaw.com

Attorneys for Plaintiff,
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :
Plaintiff, :
v. :
TACTICAL RABBIT, INC. :
Defendant. :

MAGISTERIAL DISTRICT
COURT
NO. 2014-_____

CERTIFICATION OF ADDRESS

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.

REIDENBACH & ASSOCIATES, LLC

Dated: July 22, 2014



By: 
Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

EXHIBIT “F”

*July 22, 2014 Request for Address Verification
re 600 W. Germantown Pike*

OffshoreAlert 

Reidenbach
& Associates, LLC | Attorneys

1008 Upper Gulph Rd., Ste. 300
Wayne, PA 19087
800.969.7032 TEL
800.963.9133 FAX
reidenbachlaw.com

Nicole R. Howard, Paralegal
E-mail: nicole@reidenbachlaw.com

July 22, 2014

USPS Postmaster
Plymouth Meeting, PA 19462

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc., et al.
Magisterial District Court, Docket No. _____

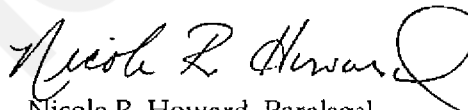
Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc. /Everett Stern*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.

Very truly yours,


Nicole R. Howard, Paralegal

NRH/tbm
Enclosure

Change of Address or Boxholder Request Format – Process Servers

Postmaster Date July 22, 2014
Plymouth Meeting, PA 19462
 City, State, ZIP Code

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION
 NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Tactical Rabbit, Inc. / Everett Stern
 Address: 600 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g. process server, attorney, party representing self) Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute)

3. The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.
4. The court in which the case has been or will be heard: Magisterial District Court
5. The docket or other identifying number (a or b must be completed):
 - a. Docket or other identifying number: _____
 - b. Docket or other identifying number has not been issued.
6. The capacity in which this individual is to be served (e.g., defendant or witness): _____

WARNING

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I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.


 Signature 1008 Upper Gulph Rd., Ste. 300
Address
Brian M. Marriott, Esq. Wayne, PA 19087
City, State, ZIP Code
 Printed Name City, State, ZIP Code

POST OFFICE USE ONLY

<input type="checkbox"/> No change of address order on file.	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
1008 Upper Gulph Road, Ste. 300
Wayne, PA 19087
(800) 969-7032 TEL
(800) 963-9133 FAX
scott@reidenbachlaw.com
brian@reidenbachlaw.com

Attorneys for Plaintiff,
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :
Plaintiff, :
v. :
TACTICAL RABBIT, INC. :
Defendant. :


**MAGISTERIAL DISTRICT
COURT**
NO. 2014-_____

CERTIFICATION OF ADDRESS

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.

REIDENBACH & ASSOCIATES, LLC

Dated: July 22, 2014

By: 
Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

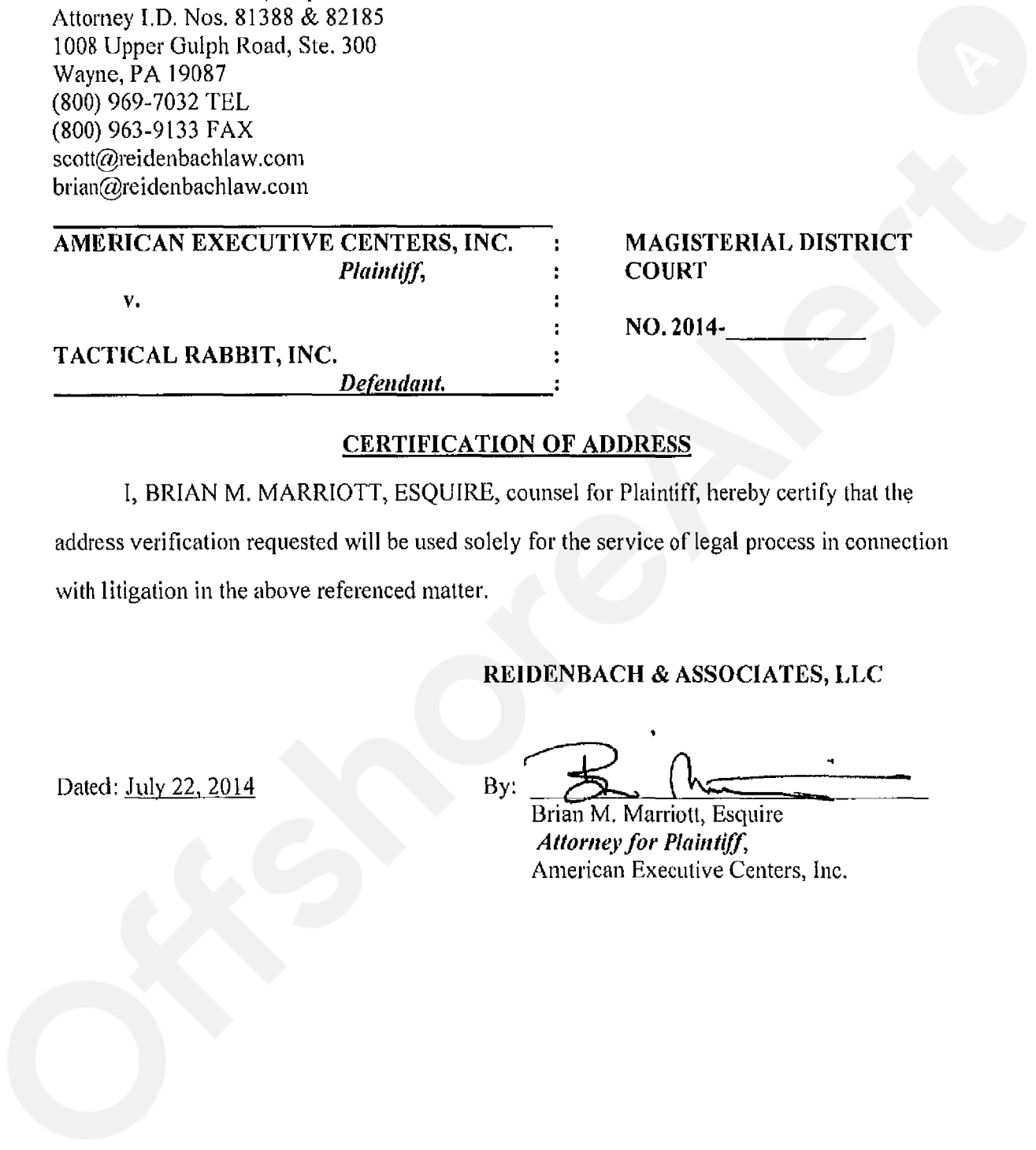


EXHIBIT "G"

*August 1, 2014 USPS Postmaster Response
Re 600 W. Germantown Pike*

A

Change of Address or Boxholder Request Format – Process Servers

Postmaster Date July 22, 2014
Plymouth Meeting, PA 19462
 City, State, ZIP Code

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION
 NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:
 Name: Tactical Rabbit, Inc. / Everett Stern
 Address: 600 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

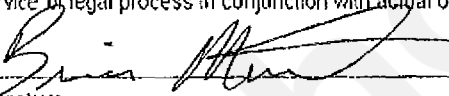
1 Capacity of requester (e.g., process server, attorney, party representing self) Attorney
 2 Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute)

3 The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.
 4 The court in which the case has been or will be heard: Magisterial District Court
 5 The docket or other identifying number (a or b must be completed):
 a Docket or other identifying number _____
 b Docket or other identifying number has not been issued.
 6 The capacity in which this individual is to be served (e.g., defendant or witness): _____

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I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

 1008 Upper Gulph Rd., Ste. 300
 Signature Address
Brian M. Marriott, Esq. Wayne, PA 19087
 Printed Name City, State, ZIP Code

POST OFFICE USE ONLY		
<input checked="" type="checkbox"/> No change of address order on file	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	_____
	_____	_____

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



July 22, 2014 Unclaimed Demand Letter

EXHIBIT "H"

OffshoreAlert A

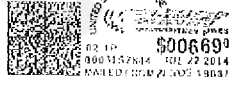
A

Raidenbach
& Associates, LLC | Attorneys
1086 Upper Gallop Rd., Ste. 300
Wayne, PA 19087

GENIECO MAIL



7011 2000 0001 4031 5340



S2-1
8.14
8.19

Tactical Rabbit, Inc.
Attn: Everett A. Stern, CEO
2615 DeKalb Pike, Suite/Apt. 616
East NC

NIXIE 176 DE 1009 0008/22/14

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

1940 0015222 0061 EC: 19887278075 *2827-00831-23-44

Skiprace Result

EXHIBIT "I"

OffshoreAlert A



Nicole Howard <nicole@reidenbachlaw.com>

Skiptrace Request - AEC v. Tactical Rabbit, Inc.

Dennis Richman <dennis@dennisrichman.com>

Fri, Dec 19, 2014 at 1:40 PM

To: Nicole Howard <nicole@reidenbachlaw.com>

Cc: Melissa Alicea <Melissa@dennisrichman.com>

Hi Nicole,

As of 10/2014, Everett Stern has a listed address of:

606 RIDGE AVE

KENNETT SQUARE, PA 19348

Dennis Richman
Dennis Richman's Services
For The Professional, Inc
1500 JFK Blvd. Suite 1706
Philadelphia, PA 19102
215-977-9393
dennis@dennisrichman.com

From: Nicole Howard <nicole@reidenbachlaw.com>

Date: Friday, December 19, 2014 at 11:31 AM

To: Dennis Richman <dennis@dennisrichman.com>, Melissa Alicea <Melissa@dennisrichman.com>

Cc: Brian Marriott <Brian@reidenbachlaw.com>, Rachel Schoenlein <rachel@reidenbachlaw.com>

Subject: Skiptrace Request - AEC v. Tactical Rabbit, Inc.

[Quoted text hidden]

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

EXHIBIT “J”

December 23, 2014 Demand Letter

OffshoreAlert A

Reidenbach
& Associates, LLC | Attorneys

Brian M. Marriott, Esquire
E-mail: brian@reidenbachlaw.com

December 23, 2014

Tactical Rabbit, Inc.
ATTN: Everett A. Stern, CEO
606 Ridge Ave.
Kennett Square, PA 19348

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

Dear Mr. Stern:

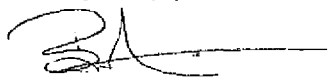
This firm serves as counsel to American Executive Centers, Inc. (herein "AEC"). As you are aware, on January 8, 2014, you entered into a Lease and Service Agreement (the "Lease") with AEC for a one year term beginning on February 2, 2014 and ending on January 31, 2015. A true and correct copy of the Lease is attached hereto for your convenience. As of today's date, your account is in arrears in the amount of \$11,391.49 (after the application of your Service Retainer amount) for failure to remit the appropriate monthly payments to AEC since July 1, 2013.

Not including attorneys' fees (which will be calculated and posted to your account), the amount now due to AEC is therefore *Eleven Thousand, Three Hundred and Ninety-One Dollars & Forty-One Cents (\$11,391.49)*. This debt includes unpaid Rent, service charges and late fees. Pursuant to paragraph No. 9 of the Lease, AEC has the authority to seek payment for collection expenses up to 15% of the amount due in an additional amount of \$1,708.72, which may be immediately assessed to your account.

Should you wish to resolve this matter amicably, please contact me within ten (10) days of the date of this correspondence, which is by no later than Monday, January 5, 2015.

Please be guided accordingly.

Very truly yours,



Brian M. Marriott

BMM/nrh
Enclosure

VIA E-MAIL, FIRST-CLASS MAIL & CERTIFIED MAIL, R.R.R. (stern@tacticalrabbit.com)
(7014 2120 0003 6712 1614)

cc: Anne Senski, Vice President, American Executive Centers, Inc. VIA E-MAIL, ONLY

Tactical Rabbit, Inc.
ATTN: Everett A. Stern, CEO
December 23, 2014
Page 2

Fair Debt Notice

This is an attempt to collect a debt. Any information received will be used for that purpose. If you do not dispute the validity of this debt, or the amount, it will be assumed to be valid. If you dispute the validity or amount, in writing, within thirty (30) days, we will obtain verification and provide it to you.

OffshoreAlert

LEASE AND SERVICE AGREEMENT

This Lease and Services Agreement (lease) is entered into this day, the 8th of January, 2014, between the parties named below:

American Executive Centers, Inc.

("We", "Us" or "Our")



600 West Germantown Pike
Suite 400
Plymouth Meeting, PA, 19462
info@americanexecutivecenters.com
610-940-1600

Tactical Rabbit Inc.

("You", "Your" or "Yours")

2615 Dekalb Pike
East Norriton, PA, 19401, US
stern@tacticalrabbit.com
215-704-2892

Intending to be legally bound, the parties agree as follows:

1. Leased Premises:

A floor plan of our leased premises at 600 West Germantown Pike, Suite 400, Plymouth Meeting, PA, 19462 is attached as Exhibit B-3. Subject to the terms and conditions set forth in the Lease, we agree to lease to You and You agree to rent.

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
Totals						\$1,300.00	\$1,950.00

On a shared basis, We will provide:

- Common use of reception area, copier, kitchen, hallways and bathrooms
- Mail and package receipt in Your absence.
- Personalized telephone answering during business hours between 8:30 am and 5:30 pm (includes answering up to 250 calls per month, Monday through Friday, except for Our Holidays).
- Complimentary coffee and tea throughout the business day.
- Daily janitorial service.
- 24-hour access to facilities and Your office.
- Access to all seven (7) of Our locations.
- Access to services listed in Exhibit B-2.
- Office furniture: one executive set per office.
- Supporting documentation for a 90 day period, for all B-2 services incurred

2. Use:

You acknowledge that We lease the leased premises from Our landlord and that You agree to comply with all rules and regulations set forth in that Lease. You agree not to offer any service to Our other customers which We offer. We have the right to modify the non-exclusive areas of the leased premises. You will not make any alterations to the leased premises without Our prior written consent.

3. Term:

- If We cannot deliver possession of the leased premises to You on the commencement date, rent will be abated until possession is delivered. At Your option You may void this lease, but We will not be liable for any losses resulting.
- Rent will be prorated for early occupancy.
- Either party may terminate this Lease at the expiration of the stated term with sixty days prior written notice via E-mail, (termination notice period commences on the first day of the following month after termination notice is received), otherwise this Lease will continue to renew for the same period of time as the original term under the then current terms and conditions at the then current rate being charged for like space.



4. Rent and Additional Rent:

In consideration of our covenants:

- a. You agree to pay opening charges in the amount of \$3,250.00, detailed in Exhibit B-1 upon your executing this lease. Failure to do so renders the lease voidable at our option.
- b. Thereafter, You agree to pay Us the Monthly Rent Rate of \$1,300.00, on or before the first day of the month.
- c. You agree to pay as additional rent, the amount due for Exhibit B-2 services utilized
- d. Time is of the essence in the payment of all rents. In the event that You fail to pay any rent within five (5) days of the due date, We may:
 - i. Charge You a late fee of \$75.00 per office for each month in which You are delinquent until the balance is paid and,
 - ii. If rent is ten (10) days past due, We will suspend all services contained in paragraph 1.a, 1.b, and Exhibit B-2 services.
- e. You agree to compensate Us \$75.00 for each occasion that a check is returned by Your bank for insufficient funds.
- f. Rents and bills for services shall be paid to:
American Executive Centers, Inc.
P O Box 822250
Philadelphia, PA 19182-2250
- g. Or other address that We designate in writing.

5. Services Retainer and Security Deposit:

Concurrent with the execution of this Lease, You agree to pay \$1,950.00 as an Exhibit B-1 services retainer which enables us to provide You with Exhibit B-2 services, on account, with only periodic billing. The services retainer is computed at 1 1/2 times the base rent amount and includes the average amount of Exhibit B-2 services incurred on account by a customer over a 60 day period before they are tabulated, billed and due. Further, You agree to increase the services retainer if rent plus unbilled Exhibit B-2 services exceeds the services retainer or e.g. the base rent changes due to increased office size, or increased number of offices. You are responsible for leaving the leased premises in the same condition in which You found them. The services retainer amount will be returned approximately 60 days after You have moved out, net of any amount due under the lease.

6. Hold Harmless:

We are not obligated to carry insurance on Your personal or business property, but We encourage You to do so. We will not be liable to You or any other person for any damages on account of loss, damage or theft of any personal or business property of Yours, Your employees, agents or invitees unless We acted deliberately to cause them.

7. Hiring of Employees:

You will not hire one of Our employees and We will not hire an employee of Yours, met on the premises, during the Lease term or extension or renewal hereof and 180 days thereafter. Each party agrees to pay the other party \$15,000 for each breach of this provision.

8. Default:

The following constitutes a default under Your lease

- a. If You fail to perform any requirement of this Lease or fail to pay any sum of money when due and such failure shall continue for ten (10) days after the date of written notice.
- b. Any removal or attempt to remove any of Your property from the leased premises, other than in the ordinary course of business, without having first paid all amounts due, or amounts that will become due under this Lease.
- c. A declaration of bankruptcy, insolvency, or other reorganization or filing for protection from creditors.

9. Remedies:

- a. We may terminate this Lease and You will have no further right to avoid termination by payment of any sum due. Nevertheless, the rent for the unexpired term of the Lease, including collection expenses up to 15% of the amount due, shall be immediately due and payable.
- b. We may re-enter and take possession of the leased premises, remove all persons and impound all property, and re-lease the premises.

10. Miscellaneous:

- a. You agree not to use the Services Retainer and Security Deposit to pay the last months' rent.
- b. We will have the right at any time during the lease term, upon giving You 30 day's written notice, to relocate You at Our expense, to space of comparable square footage within the suite.
- c. This agreement is personal to You and cannot be transferred to anyone else.
- d. You agree that repeated events of abusive or unprofessional behavior, to Our employees or other clients, are unacceptable. We will provide You with written notice if such an event occurs. If there is a second event, We may, at Our option, terminate this agreement.
- e. Any holdover tenancy period which exists after receipt of a valid termination notice will be billed on a month to month basis at 150% of current Rent.
- f. If You have power requirements in addition to a standard office computer and printer, We reserve the right to separately meter and charge for electrical installation and consumption.
- g. You acknowledge that We, as part of maintaining a high quality professional business environment, provide a standard uniform furniture package in each office. Any additional requirements excluding electronic equipment must be pre-approved by Us, to maintain the integrity of the décor of Our suite and business environment.
- h. You agree that our internet access is for casual use and not to be relied upon to support a critical element of your business. In addition you agree to abide by the Internet Access Rules, a copy of which can be obtained from your Center Manager.



11. Additional Terms.

Notwithstanding the above:

-This lease includes Executive Telephone Reception and High Speed Internet for the first term of the Agreement

-This lease includes 5 hours per month complimentary meeting room time good at all 7 Philadelphia area locations.

LESSEE:

LESSOR:

Signature: *Everett Stern*
Everett Stern (11/19/2014)
Email: stern@tacticalrabbit.com
Title: CEO

Signature: *G. Michael Howard*
G. Michael Howard (11/19/2014)
Email: leasing@americanexecutivecenters.com
Title: President

Note: this Lease is only valid if signed by both parties through the Echosign electronic signature service.



Exhibit B - 1 Opening Charges

Center: Plymouth Meeting

Contact Name: Everett A. Stern, M.B.A.

Company Name: Tactical Rabbit Inc.

Address: 2615 Dekalb Pike

Address 2: _____

Address 3: _____

Address 4: East Norriton, PA, 19401

Country: United States

MONTHLY CHARGES		AMOUNT
Net Rent Due:		\$1,300.00
Office(s):	1001	
Charge(s)	<u>1 No Phones or Internet</u>	\$0.00
SubTotal		\$0.00
Sales Tax	6%	\$0.00
Total Monthly Charges		\$1,300.00

ONE TIME CHARGES		AMOUNT
Proration of Total Monthly Charges for Early Move In:		\$0.00
Refundable Service Retainer, less	\$0.00 on hand	\$1,950.00
Charge(s)		\$0.00
Subtotal		\$1,950.00
Sales Tax	6%	\$0.00
Total One-Time Charges		\$1,950.00

GRAND TOTAL (Check Amount) \$3,250.00

(T) Taxable. (TP) Partially Taxable
 * Directory listing, office nameplate, initial staff orientation meeting, office preparation



Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

Database Management	Tradeshaw Support and Follow-Up
Sales Support	Creating Presentations
Graphic Design	High Speed Printing and Binding
Spreadsheets	Telemarketing
Administrative Assistance	Bookkeeping
Website Design	Shlpping and Expediting
IT Assistance	Paralegal Services
Appointment Scheduling and Confirmation	

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

Enhanced Telephone Package	Voicemail Box
Other Advanced Features	Outbound Notification
50 / 20 Mbps Internet Access Package	Video Conferencing
Digital Telephone Sets	Answering In Excess of 250 calls per Month per Office
Telephone lines (Speech Paths)	Call Patching
Data Lines	Yellow Page Advertising
Directory Assistance	Initial Installation of Telephone Services
Call Forwarding	Telephone Service Adds, Moves, Changes

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

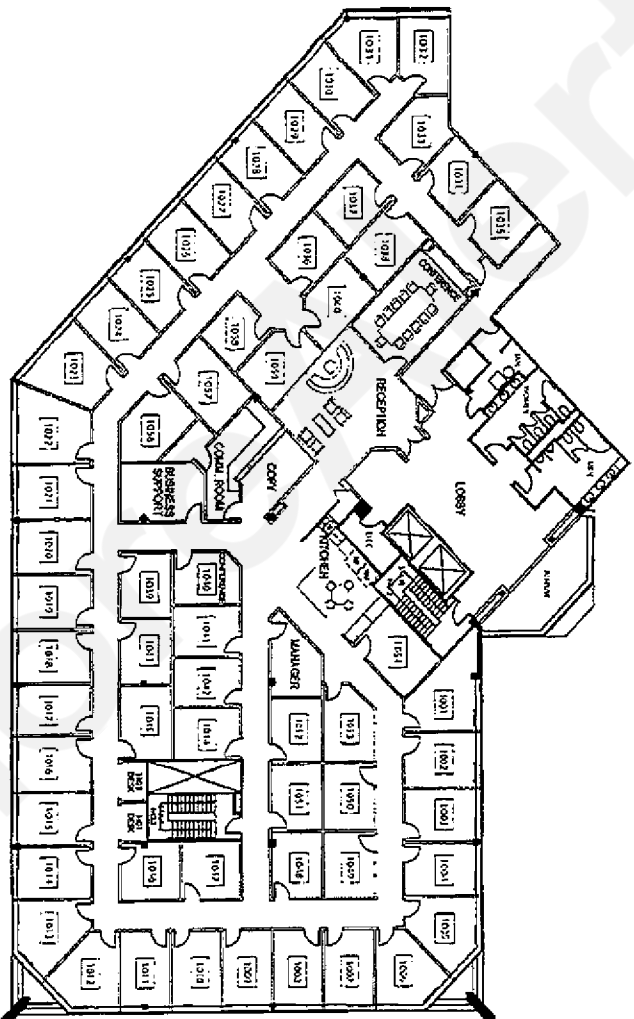
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation.

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.
Plymouth Meeting, PA



Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services.

(1) Telephone Reception Services:

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

(2) Multi-Functional Digital Telephone Instrument:

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

User-friendly interface with an LCD menu that will guide the entire process

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital T-1 lines; the highest voice grade line available

(3) On-Site, No-Fault Maintenance Agreement:

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

(4) Free Talk Calling Plan:

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost - no markup.

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

(5) Global Crossing Audio and Web Conferencing Services:

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

Audio Conferencing

- Use your toll free 800 number to have a teleconference at anytime with any number of people
- No reservation required.

Web Conferencing:

- Desktop sharing
- Recording and archiving of meetings.
- 24/7 access. No reservation. No restrictions

Program Price

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services: \$165 per month.

Additional Communication Services

• Facsimile or modem line (analog)	\$40.00 per month, per line*	• Additional Voice Mail Box	\$25.00 per month, per voicemail box *
• Business Class Internet Access	\$95.00 per month, per line*	• System Program Changes	\$50.00 per hour, plus tax
• Public IP Address	\$5.00 per month, per IP*	• IT Equipment Storage	\$25.00 per month, per piece

*plus installation charges

EXHIBIT "K"

*USPS Certified, Return Receipt
signed on December 27, 2014*

A

RECEIVED
JAN 05 2015

Reidenbach & Associates, LLC
Attorneys at Law

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tactical Rabbit, Inc.
Attn: Everett A. Stern, CEO
606 Ridge Ave.
Kennett Square, PA 19348

2. Article Number
(Transfer from service label)

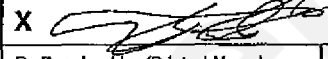
7014 2120 0003 6712 1614

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

Agent

Addressee

B. Received by (Printed Name)

G. Stern

C. Date of Delivery

12/27/14

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

EXHIBIT "L"

Sheriff's Service Affidavit

OffshoreAlert A

15004032



MONTGOMERY COUNTY SHERIFF'S OFFICE
ORDER FOR SERVICE

2015-90611-SOC 1/310

4/24

(Please prepare a separate request for service form for each defendant to be served by the Sheriff) X53858

To: Sheriff Russell J. Bono
Montgomery County Court House
P.O. Box 311
Norristown, Pennsylvania 19401-0311
Phone: 610-278-3331 Fax: 610-278-3832

Date: 4/9/15

Prothonotary No. 2015-04796

Sheriff Cost: MC 28 - Chester 150 -

Attorney's Or Plaintiff's Name and Address:

Scott R. Reidenbach, Esquire
229 W. Wayne Ave.
Wayne, PA 19087

212672

<input checked="" type="checkbox"/>	Civil Action <i>Cmplt</i>	Writ of Execution Levy
<input type="checkbox"/>	Confessed Judgment	Writ of Execution Attachment
<input type="checkbox"/>	Complaint in Ejectment	Writ of Execution Garnishee
<input type="checkbox"/>	Posting	Writ of Seizure
<input type="checkbox"/>	Writ of Possession	Impoundment
<input type="checkbox"/>	Other:	Court Order:

ATTY. ID# 81388 Telephone: 610.572.7075

American Executive Centers, Inc.

Vs. PLAINTIFF

Tactical Rabbit, Inc.

DEFENDANT

FOR SHERIFF USE ONLY SHERIFF'S RETURN

PERSON SERVED _____

RELATIONSHIP/POSITION _____

PLACE OF SERVICE _____

DATE OF SERVICE _____

TIME _____

NUMB _____

DEPU _____

DEPUTY _____

LAST DAY FOR SERVICE 5-8-15



2013-04796-0002 5/27/2015 3:52 PM # 10315145
(Internal Use Only) Not Found as to
Rept# Z2417394 Fee: \$0.00
Mark Levy - MontCo Prothonotary

Service Upon: Tactical Rabbit, Inc.
LOCATION (MUST HAVE VALID ADDRESS OR DIRECTIONS)

c/o Everett Stern, CEO
606 Ridge Ave.
Kennett Square, PA 19348

CR attached

SERVICE NOT MADE BECAUSE:

DATE: 4/27/15 TIME: 10:40 am DEPUTY: W. Weaver DEPUTY: WEAVER

<input type="checkbox"/>	NO SERVICE	<input type="checkbox"/>	BAD ADDRESS	<input type="checkbox"/>	UNKNOWN AT ADDRESS	<input type="checkbox"/>	NEED BETTER ADDRESS
<input type="checkbox"/>	MOVED	<input checked="" type="checkbox"/>	BUILDING VACANT	<input type="checkbox"/>	ADDRESS OUT OF COUNTY	<input type="checkbox"/>	OTHER

POSSESSION TAKEN:

DATE: TIME: DEPUTY: DEPUTY:

ATTEMPTED SERVICE DATE & TIME

I, Sheriff, County of Montgomery to execute and make a return on the attached Action according to law do hereby deputize you, the Sheriff, County of Chester

Russell J. Bono Sheriff \$ 150 Advance enclosed

4-13-15

RETURN ORIGINAL
MONTCO
ORDER FOR SERVICE

STAMP
OFFICE OF THE
SHERIFF
MONTGOMERY CO. PA.

2015 APR 13 AM 9:16
RECEIVED

EXHIBIT “M”

May 13, 2015 Request for Address Verification

OffshoreAlert A

Reidenbach
& Associates, LLC | Attorneys

Nicole R. Howard, Paralegal
E-mail: nicole@reidenbachlaw.com

May 13, 2015

USPS Postmaster
Kennett Square, PA 19348

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.
Montgomery County CCP, Docket No. 2015- 04796


Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc. /Everett Stern*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.


Very truly yours,



Nicole R. Howard, Paralegal

NRH/tbm
Enclosure

Change of Address or Boxholder Request Format – Process Servers

Postmaster	Date <u>May 13, 2015</u>	
<u>Kennett Square, PA 19348</u>		
City, State, ZIP Code		
REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS		
Please furnish the new address or the name and street address (if a boxholder) for the following:		
Name: <u>Tactical Rabbit, Inc. / Everett Stern</u>		
Address: <u>606 Ridge Ave., Kennett Square, PA 19348</u>		
Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.		
The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.		
1. Capacity of requester (e.g., process server, attorney, party representing self): <u>Attorney</u>		
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute):		
3. The names of all known parties to the litigation: <u>American Executive Centers, Inc. v. Tactical Rabbit, Inc.</u>		
4. The court in which the case has been or will be heard: <u>Montgomery County CCP</u>		
5. The docket or other identifying number (a or b must be completed):		
<input type="checkbox"/> a. Docket or other identifying number: <u>Docket No. 2015-04796</u>		
<input checked="" type="checkbox"/> b. Docket or other identifying number has not been issued.		
6. The capacity in which this individual is to be served (e.g., defendant or witness):		
WARNING		
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).		
I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.		
 Signature	<u>229 W. Wayne Ave.</u> Address	
<u>Brian M. Marriott, Esq.</u> Printed Name	<u>Wayne, PA 19087</u> City, State, ZIP Code	
POST OFFICE USE ONLY		
<input type="checkbox"/> No change of address order on file.	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address		

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

REIDENBACH & ASSOCIATES, LLC
By: Scott R. Reidenbach, Esquire
Brian M. Marriott, Esquire
Attorney I.D. Nos. 81388 & 82185
229 W. Wayne Avenue
Wayne, PA 19087
(610) 572 - 7075 PHONE
(610) 771 - 4571 FAX
scott@reidenbachlaw.com
brian@reidenbachlaw.com

*Attorneys for Plaintiff,
American Executive Centers, Inc.*

AMERICAN EXECUTIVE CENTERS, INC. :
1060 First Avenue, Suite 400 :
King of Prussia, PA 19406 :
Plaintiff, :
v. :
TACTICAL RABBIT, INC. :
c/o EVERETT STERN :
606 Ridge Avenue :
Kennett Square, PA 19348 :
Defendant. :

COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY

CIVIL DIVISION

No. 2015-04796

CERTIFICATION OF ADDRESS

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.

REIDENBACH & ASSOCIATES, LLC

Dated: May 13, 2015

By: 

Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

EXHIBIT “N”

Affidavit pursuant to Pa. R.C.P. 430

OffshoreAlert A

REIDENBACH & ASSOCIATES, LLC

By: Scott R. Reidenbach, Esquire

Brian M. Marriott, Esquire

Attorney I.D. Nos. 81388 & 82185

229 W. Wayne Avenue

Wayne, PA 19087

(610) 572 - 7075 PHONE

(610) 771 - 4571 FAX

scott@reidenbachlaw.com

brian@reidenbachlaw.com

Attorneys for Plaintiff,

American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :
Plaintiff, :

v. :

TACTICAL RABBIT, INC. :
c/o EVERETT STERN :
Defendant. :

**COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY**

CIVIL DIVISION

DOCKET No. 2015-04796

ATTORNEY CERTIFICATION
PURSUANT TO PA. R.C.P. 430

The undersigned counsel for movant hereby certifies and attests that:

Plaintiff, American Executive Centers, Inc., has made a good faith effort to effectuate Service upon the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), through such means as indicated, at length, in the attached Plaintiff's Motion for Alternative Service, including, but not limited to, USPS Address Verification requests, Skiptrace request to locate Defendant's current address, attempts by the Chester County Sheriff's Department. Furthermore, the Sheriff's Department note states that the Defendant has vacated the property. To date, Plaintiff has been unable to effectuate Service upon Defendant.

CERTIFIED TO THE COURT BY:

Dated: June 16, 2015

By:  _____

Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.

REIDENBACH & ASSOCIATES, LLC

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American Executive Centers, Inc.

<u>AMERICAN EXECUTIVE CENTERS, INC.</u>	:	COURT OF COMMON PLEAS
<i>Plaintiff,</i>	:	OF MONTGOMERY COUNTY
v.	:	
	:	CIVIL DIVISION
<u>TACTICAL RABBIT, INC.</u>	:	
c/o EVERETT STERN	:	DOCKET No. 2015-04796
<i>Defendant.</i>	:	


ATTORNEY CERTIFICATION
PURSUANT TO PA. R.C.P. 430

The undersigned counsel for movant hereby certifies and attests that:

Plaintiff, American Executive Centers, Inc., has made a good faith effort to effectuate Service upon the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), through such means as indicated, at length, in the attached Plaintiff's Motion for Alternative Service, including, but not limited to, USPS Address Verification requests, Skiptrace request to locate Defendant's current address, attempts by the Chester County Sheriff's Department. Furthermore, the Sheriff's Department note states that the Defendant has vacated the property. To date, Plaintiff has been unable to effectuate Service upon Defendant.

CERTIFIED TO THE COURT BY:

Dated: June 17, 2015

By: 

Brian M. Marriott, Esquire
Attorney for Plaintiff,
American Executive Centers, Inc.