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2006 Decisions

Opinions of the United  
States Court of Appeals  
for the Third Circuit

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2-9-2006

## Mash Entr Inc v. Prolease Atl Corp

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UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

Nos: 04-1821/3422

MASH ENTERPRISES, INC, f/k/a HUMAN RESOURCE OPTIONS,  
INC.; PROFESSIONAL LEASING CONCEPTS, INC.

v.

PROLEASE ATLANTIC CORPORATION; PROFESSIONAL STAFF LEASING  
CORPORATION; BALAJI RAMAMOORTHY, a/k/a Bala Ram; REBECCA  
RAMAMOORTHY, a/k/a Becky Ram; ASPI IRANI; ALBERT HAWK;  
CHARLES EHRIG

v.

HOWARD VOGEL; MARK FRIED, Counter Defendants

Mash Enterprises, Inc., f/k/a Human Resources Options, Inc.,  
Howard Vogel, and Mark Fried,

Appellants

Present: Sloviter, McKee & Rosenn\*, Circuit Judges

**ORDER**

**AND NOW**, upon consideration of the Petition for Panel Rehearing filed in this case, it is hereby ORDERED that page lines 3-5 on page 15 of the Opinion dated December 29, 2005, are hereby amended to read as follows: “After the set-offs, the most ProLease Atlantic could owe to MASH is about \$325,884 plus interest at the rate

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\*The language for this Order was drafted by Judge Rosenn, the author of the Opinion, before he died. However, the Order was not filed until after Judge Rosenn’s death.

specified by the contract. This represents only about 17% of what MASH claimed was still due under the contract.”

By the Court,

/s/ Theodore A. McKee

DATED: February 9, 2006