

00-1506-CD  
INFOTEL DISTRIBUTING -vs- BILL KALTWASSER i/t/a WRK COMPUTER  
SYSTEMS

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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

BILL KALTWASSER i/t/a  
WRK COMPUTER SYSTEMS,

Defendant.

CIVIL ACTION - LAW

NO. 00 • 1506 • CO

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

FILED

DEC 04 2000

William A. Shaw  
Prothonotary

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

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

INFOTEL DISTRIBUTING,	)	
	)	
Plaintiff,	)	
	)	No.
vs.	)	
	)	
BILL KALTWASSER i/t/a WRK	)	
COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**NOTICE TO DEFEND**

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641

PA LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P. O. BOX 186  
HARRISBURG, PA 17108  
(800)692-7375

VOLLMER RULONG & KEATING, P.C.

BY: 

Attorney for Plaintiff

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

INFOTEL DISTRIBUTING	) Civil Action - Law
	)
Plaintiff	)
	) No.
vs.	)
	)
BILL KALTWASSER i/t/a WRK	)
COMPUTER SYSTEMS	)
Defendant	)

**COMPLAINT IN CIVIL ACTION**

1. Plaintiff, Infotel Distributing (hereinafter "plaintiff") is a corporation doing business at 6990 U.S. Route 36 East, Fletcher, Ohio 45326.
2. Defendant, Bill Kaltwasser (hereinafter "defendant") is an adult individual trading and doing business as WRK Computer Systems with offices at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801.
3. On or about January 12, 2000 and February 24, 2000 plaintiff, at the request of defendant, sold and delivered certain goods at the times and in the amounts fully set forth on plaintiff's invoices, true and correct copies of which are attached hereto, made a part hereof and marked as Exhibit "1".
4. The prices charged for the said goods were the fair, reasonable and market prices of the same at the time they were sold and delivered to the defendant, and further are the prices he agreed to pay.
5. Plaintiff has demanded payment of the balance due in the amount of \$9,541.90 but defendant has failed or refused to pay the same or any part thereof

despite repeated demands for same.

6. By the terms of sale, plaintiff is entitled to interest at a rate of eighteen percent (18%) per annum from an average due date of February 15, 2000.

WHEREFORE, plaintiff requests judgment in its favor and against the defendant in the current principal balance of \$9,541.90 with interest at a rate of 18% per annum from February 15, 2000 together with costs.

VOLLMER RULONG & KEATING, P.C.

BY: A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line.

## INVOICE

Print 3/22/00

Time 9:19:44

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003274189
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	01/12/2000
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	02/06/2000
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		

Bill: WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship: WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: DON

Cust No Order No Customer Po #  
1014638 7884503 DICK JOHNSON

Sales Representative  
CHRISBA CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097049 *--_MFG_--*	1	1	0	1285.00 EA	1285.00
*ULTRA PRO-T500 OFFICE PRO PC					
SERIAL #003358881	*ULTRA PRO-T500 OFFICE PRO PC				
1 010996	5/3 PC WARRANTY				
1 045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING CHARGES

18.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL 1,303.00  
SALES TAX .00  
TOTAL \$1,303.00 \* COMPLETE \*

Exh. b. 7 2/11

## INVOICE

Print 3/22/00

Time 9:19:49

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003278537
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	01/14/2000
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	02/08/2000
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		
	!		!		

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: DON

Cust No      Order No      Customer Po #  
1014638      7894896      RUSSEL WILLISON

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097229      *--_MFG_--*	1	1	0	1208.00 EA	1208.00
*ULTRA INW-T500 OFFICE PRO PC					
SERIAL #003361992	*ULTRA INW-T500 OFFICE PRO PC				
1    010996	5/3 PC WARRANTY				
1    045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING      CHARGES

27.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	1,235.00
SALES TAX	.00
TOTAL	\$1,235.00 * COMPLETE *

## INVOICE

Print 3/22/00  
Time 9:19:52Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709+-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !  
+-----+Invoice # 003278538  
Invoice Date 01/14/2000  
Due Date 02/08/2000Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: DON

Cust No      Order No Customer Po #  
1014638      7894929 RAKOVANSales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097249      *--_MFG_--*	1	1	0	1239.00 EA	1239.00
*ULTRA INH-T500 MULTIMEDIA PRO					
SERIAL #003361993	*ULTRA INH-T500 MULTIMEDIA PRO				
1 010996	5/3 PC WARRANTY				
1 045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING CHARGES

27.00

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	1,266.00
SALES TAX	.00
TOTAL	\$1,266.00 * COMPLETE *



## INVOICE

Print 3/22/00

Time 9:19:54

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003298317
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	01/24/2000
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	02/18/2000
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: JOHN

Cust No      Order No   Customer Po #  
1014638      7937942 CON. DIST.

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

Terms....

UPS      REGULAR GROUND - COMMERCIAL

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
006546      D16B	1	1	0	35.80 EA	35.80
LINKS POWER 2 GO					
L03040					

SHIPPING      CHARGES

3.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.

Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --

A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	38.80
SALES TAX	.00
TOTAL	\$38.80 * COMPLETE *

## INVOICE

Print 3/22/00

Time 9:19:58

Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709

-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !  
+-----

Invoice # 003303075  
Invoice Date 01/26/2000  
Due Date 02/20/2000

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: JOHN

Cust No      Order No   Customer Po #  
1014638      7937905 CON.DIST

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      NEXT DAY AIR (RED LABEL)

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
027361      *--_MFG_--*	1	1	0	2502.00 EA	2502.00
*SW14-T450 ULTRA SW NOTEBOOK					
SERIAL #9427560B110041      *SW14-T450 ULTRA SW NOTEBOOK					

SHIPPING      CHARGES

10.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL      2,512.00  
SALES TAX      .00  
TOTAL      \$2,512.00 \* COMPLETE \*

## INVOICE

Print 3/22/00

Time 9:20:04

Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709

! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !

Invoice # 003342463  
Invoice Date 02/11/2000  
Due Date 03/07/2000

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: AUTUM

Cust No      Order No Customer Po #  
1014638      8001738 KEITHS BROS.

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

Terms....

UPS      REGULAR GROUND - COMMERCIAL

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097229      *--_MFG_--*	1	1	0	873.00 EA	873.00
*ULTRA INW-T500 OFFICE PRO PC					
SERIAL #003411342	*ULTRA INW-T500 OFFICE PRO PC				
1    010996	5/3 PC WARRANTY				
1    045921	S/I CLABS SOUNDWORKS SBS52 SPK				

SHIPPING CHARGES

15.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL      888.00  
SALES TAX      .00  
TOTAL      \$888.00 \* COMPLETE \*

## INVOICE

Print 3/22/00  
Time 9:20:08Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709+-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !  
+-----+Invoice # 003346529  
Invoice Date 02/15/2000  
Due Date 03/11/2000Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.DU BOIS PA 15801  
(814)375-9130

USA

DU BOIS PA 15801

CONT: AUT.

Cust No 1014638  
Order No 7941958  
Customer Po # EKJRSales Representative  
CHRISBA CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS NEXT DAY AIR (RED LABEL)

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097248 *--_MFG_--*	1	1	0	2210.00 EA	2210.00
*ULTRA INH-750A MULTIMEDIA PC					
SERIAL #003412123	*ULTRA INH-750A MULTIMEDIA PC				
1 010996	S/3 PC WARRANTY				
1 041225	S/I ALTEC LANSING ADA 305 W/SUB				

SHIPPING CHARGES

18.00

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	2,228.00
SALES TAX	.00
TOTAL	\$2,228.00 * COMPLETE *

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003366504
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	02/24/2000
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	03/10/2000
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		
	!		!		

Bill WRK COMPUTER SYSTEMS Ship WRK COMPUTER SYSTEMS  
 To: 112 MCCracken Run Rd. To: 112 MCCracken Run Rd.

DU BOIS	PA 15801	USA	DU BOIS	PA 15801
(814)375-9130			CONT: BEN	(814)375-6880
<u>Cust No</u>	<u>Order No</u>	<u>Customer Po #</u>	<u>Sales Representative</u>	
1014638	8053795	RAKOVAN	JACKB	CHRIS BASINGER
				Phone Ext. 4400

Ship Via.... Terms....  
 UPS NEXT DAY AIR (RED LABEL) 777 REPLACEMENT

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
--------------------	-------	------	-----	------------	-------------

In order to facilitate the replacement process, please expedite the return of the original merchandise. The return authorization number # 8053793 needs to be clearly marked on the shipping label of the package.

If the product is not received within 15 days, this invoice will become fully due and payable.

Serial #:

046447	AAA08A	1	1	0	71.10 EA	71.10
S/I GT693VA ES1373 MB						

SHIPPING CHARGES

Thank you for your order. We appreciate your support.  
 PLEASE NOTE: All returns require a return authorization number.  
 Some returns may be subject to a restock charge.

SUB TOTAL	71.10
SALES TAX	.00
TOTAL	\$71.10 * COMPLETE *

**UNSWORN VERIFICATION**

I, Diane Burt, state that I am the  
Collector of Plaintiff, **INFOTEL DISTRIBUTING** the Plaintiff  
herein. I have reviewed the annexed pleading and believe the facts contained therein  
are true and correct to the best of my knowledge, information and belief. I believe that  
the corporation will be able to prove these facts at trial. This declaration is made by me  
with the knowledge that it is subject to the penalties of 18 Pa. C.S. § 4904, relating to  
unsworn falsification to authorities.

**INFOTEL DISTRIBUTING**

BY: Diane Burt  
TITLE: Collector

FILED

DEC 04 2009  
MASSOLAT  
William A. Shaw  
Prothonotary

Royalty  
Pd \$80.00  
1 cc to Sarah

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10462

INFOTEL DISTRIBUTING

00-1506-CD

VS.

KALTWASSER, BILL I/t/a WRK COMPUTER SYSTEMS

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 6, 2000 AT 10:14 AM EST SERVED THE WITHIN COMPLAINT ON  
BILL KALTWASSER i/t/a WRK COMPUTER SYSTEMS, DEFENDANT AT EMPLOYMENT,  
112 MCCracken Run Road, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO CHRIS FRIETLE, PIC A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER

FILED

073:19 2P  
DEC 15 2000

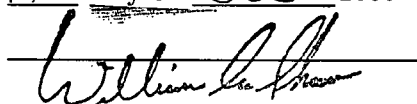
William A. Shaw  
Prothonotary

Return Costs

Cost	Description
27.88	SHFF. HAWKINGS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.


Sworn to Before Me This

15 Day Of Dec 2000



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

  
Chester A. Hawkins  
Sheriff



COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, individually  
And i/t/a WRK COMPUTER SYSTEMS

Defendant.

WRK TECHNOLOGIES, INC.,

Counter-Plaintiff

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

No. 00-1506-CD

Type of Pleading:  
Answer & Counter Complaint

Filed on Behalf of:  
Defendant/Counter-Plaintiff

Filed by: William R. Kaltwasser, Jr.:  
President and CEO  
WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

**FILED**

JAN 03 2001  
0/3:40/uy  
William A. Shaw  
Prothonotary

4 cert TO Admin.

*WAS*

COURT OF COMMON PLEAS  
OF JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INFOTEL DISTRIBUTING,	:	
	Plaintiff,	:
	:	:
vs.	:	No. 00-1506-CD
	:	:
WILLIAM R. KALTWASSER, individually	:	:
And i/t/a WRK COMPUTER SYSTEMS	:	:
Defendant.	:	:

**ANSWER TO COMPLAINT  
AND  
COUNTERCLAIM**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually and as President of W.R.K. Technologies, Inc., pro se, and files the within Answer to the Plaintiff's Complaint and Counterclaim, and in support thereof avers as follows:

**ANSWERS TO COMPLAINT**

1. Admitted.
2. Averment Denied. To the contrary, the defendant is WRK Technologies, Inc. A Delaware Corporation having its principal offices located at 112 McCracken Run Road, Du Bois, and PA 15801. William R. Kaltwasser, Jr. is the President of stated Corporation. WRK Technologies, Inc. is t/d/b/a WRK Computer Systems. All other claims in this averment are false, and strict proof thereof is demanded at trial.
3. Admitted in part, denied in part. It is admitted that between January 12, 2000 and February 15, 2000 Plaintiff did sell and deliver certain goods at the times and amounts set forth

on several of Plaintiff's invoices as provided as Plaintiff's exhibit 1. It is denied, however, that the products were in fact as specified on stated invoices. Specifically the products were sold with a warranty that Plaintiff refuses to honor, further the final invoice in Plaintiff's exhibit 1 is for a product which was not sold to us, it was provided a replacement part which was not even the proper part and additionally said part was returned to Plaintiff. Strict proof of Plaintiff's averment is demanded at trial.

4. Denied. To the contrary, the prices were not the fair, reasonable and market prices of the same at the time they were sold and delivered to the Defendant and these prices were not the prices Defendant agreed to pay as the products delivered were not as stated at the time of sale, specifically the product warranty, which is a substantial portion of the value of the products, has not been, and, is not being honored by Plaintiff. Additionally one of the systems provided has not functioned since the time of delivery and Plaintiff would not repair, replace or accept return of the faulty system.

5. Denied. To the contrary, Defendant and Defendant's employees and agents have made many attempts to resolve this matter beginning as early as February 2000. Plaintiff and its employees and agents have refused to return Defendant's calls or to respond to repeated letters since Defendant stated its demand that Plaintiff accept the return of the non functional products and that Plaintiff honor its warranty on the other products purchased over the last 5 years and covered under Plaintiff's stated warranty which is attached hereto, made a part hereof, and marked as Defendant's/Counter-Plaintiff's Exhibit "1".

WHEREFORE, Defendant requests judgement in its favor and against the Plaintiff in this matter.

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

WRK TECHNOLOGIES, INC.,

Counter-Plaintiff,

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

:

: No. 00-1506-CD

:

: Type of Pleading:

: Counter Complaint

:

: Filed on Behalf of:

: Defendant/Counter-Plaintiff

:

:

:

: Filed by: William R. Kaltwasser, Jr.:

:

President and CEO

:

WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

WRK TECHNOLOGIES, INC.,	:	
	:	
Counter-Plaintiff,	:	
	:	
vs.	:	No. 00-1506-CD
	:	
INFOTEL DISTRIBUTING,	:	
	:	
Counter-Defendant.	:	

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 15830  
814-765-2641

PA Lawyer Referral Service  
PA Bar Association  
P. O. Box 186  
Harrisburg, PA 17108  
800-692-7375

## **NEW MATTER AND COUNTERCOMPLAINT**

6. The Counter-Plaintiff is WRK Technologies, Inc., A Delaware Corporation, with it's principal offices located at 112 McCracken Run Road, Du Bois, Clearfield, Pennsylvania, and t/d/b/a WRK Computer Systems.

7. The Counter-Defendant is Infotel Distributing, a corporation doing business at 6990 U.S. Route 36 East, Fletcher, Ohio 45326.

8. On or about January 25, 2000 Counter-Plaintiff completed testing of a computer system as detailed on order number 7894929 (included in Counter Defendant's Exhibit 1). Said system has failed to function properly, and after several attempts Counter-Defendant was unable or unwilling to provide a proper and functional replacement main logic board without which the system can not function.

9. On or about February 11, 2000 Counter-Plaintiff requested an Return Materials Authorization ("RMA") number to allow the return on the failing system. Counter-Defendant informed Counter-Plaintiff that a return would not be accepted until Counter-Defendant made another attempt to provide a proper replacement part.

10. On or about February 25, 2000 another part was received by Counter-Plaintiff, said part was not even the proper type, nor could it fit or function in place of the failed part. Said part was then returned to Counter-Defendant. Counter-Plaintiff then requested again that they be allowed to return the malfunctioning system. Counter-Defendant refused to provide Counter-Plaintiff with the needed RMA number and stated that without such number the system would be refused by Counter-Defendant's shipping department.

11. On or about February 29, 2000 Counter-Plaintiff again attempted to obtain an RMA number to return the malfunctioning system. After Counter-Defendant refused the additional

request Counter-Plaintiff informed Counter-Defendant that Counter-Plaintiff would not pay for the system in question, Counter-Defendant then stated that if all invoices, including the invoice in question, were not paid that Counter-Plaintiff's account would be frozen and collection activity would then be undertaken by Counter-Defendant

12. During early March 2000 Counter-Defendant froze Counter-Plaintiff's account and Counter-Defendant's accounting department, specifically Cindy Giroud, contacted Counter-Plaintiff and demanded immediate payment for all open invoices. Counter-Plaintiff offered to make a good faith payment of the majority of open invoices up to the invoice in question so long as Counter-Defendant would accept the return of the system in question and provide several parts required to repair other systems which were fully paid for, and still under warranty. Counter-Defendant did verbally agree to Counter-Plaintiff's terms and payment was immediately made via credit card, verification of which is available in records at Counter Plaintiff's offices.

13. After payment was made as stated in paragraph 12 of this counter-complaint Counter-Plaintiff did again attempt to obtain an RMA for said system and additionally to obtain replacement parts for several other systems. Counter-Defendant again refused to provide the RMA number for the system in question and additionally refused to provide any replacement parts for any of the other systems awaiting warranty parts. Counter-Defendant's technical support representative stated that Counter-Plaintiff's according to Counter-Defendant's accounting department, specifically Cindy Giroud, the account was still frozen and that Counter-Plaintiff was 'trying to determine what systems had been paid for' and 'attempting to steal parts by ordering parts and falsely claiming that the systems failed under warranty'.

14. After several further communications initiated by Counter-Plaintiff, Counter-Defendant's staff, including Cindy Giroud and Diane Burt, still refused to take any action other

than to demand immediate payment in full of all open invoices, including payment for the faulty system, and with no guarantee that any parts would be provided for any pending or future warranty claims. It was however stated by Counter-Defendant 'they would consider, on a case by case basis, whether or not Counter-Plaintiff's warranty part requests were proper or fraudulent, but that no further consideration would be given until such time as payment was made in full', 'and even after payment was made no guarantees would be made that parts would be provided as Counter-Plaintiff had proven itself to be a poor credit risk and had also already had proven that it was willing to attempt to obtain parts on fraudulent pretenses'. Counter-Plaintiff then stated to Counter-Defendant that all parts shipments were secured by credit card and there was no risk involved to which Counter-Defendant responded again that Counter-Plaintiff 'had already attempted to obtain parts under false pretenses'.

15. After the events stated in paragraphs 9 through 14 of this complaint Counter-Plaintiff did attempt to contact, via voice-mail and postal mail, the following personnel within the Counter-Defendant corporation; the head of the accounting department, identified only as Pat, The chief financial officer and the chief executive officer. A phone call was received from the head of Counter-Defendant's accounting department, and she stated after reviewing the account notes that she had no reason to disbelieve the account notes made by Cindy Giroud and Diane Burt, that she would stand by their decisions and further that no additional action, other than the collections process, would be taken on Counter-Plaintiff's demands. No reply was made by any of the other parties contacted by Counter-Plaintiff.

16. Since such time as Counter-Plaintiff's account was frozen Counter-Defendant has not only refused to provide Counter-Plaintiff with warranty parts and support it has also in several cases stated to customer's of Counter-Plaintiff that the customer's product warranty is invalid as



Counter-Defendant has not received payment from Counter-Plaintiff for the systems in question. All of said systems had been paid for well in advance of the issues stated in this counter-complaint arising. Counter-Plaintiff only has explicit documentation of one such incident at this time, it is referred to as case number 1180511 in Counter-Defendants service tracking system, this case was opened on or about March 31, 2000 by a customer of Counter-Plaintiff, specifically one Dennis Trunzo t/d/b/a/ Trunzo Enterprises. Other incidents have occurred that Counter-Plaintiff has no detailed documentation on and it would be reasonable to assume that there have been cases that have not been reported to Counter-Plaintiff and that such cases have resulted in damage to Counter-Plaintiff's reputation and a decrease in Counter-Plaintiff's revenue as a result of the negative image generated by such false and derogatory comments being made to Counter-Plaintiff's customers and have, since such actions took place, chosen not to do business with Counter-Plaintiff because of such false statements.

17. In March 2000 Counter-Plaintiff built and provided a replacement system to the customer who had purchased, and paid for in advance, the system which had never functioned properly. This system cost Counter-Plaintiff considerably more than the faulty system as Counter-Plaintiff did not have access to several of the Original Equipment Manufacturer's (OEM) parts at the time, and retail packaged parts had to be used albeit at a much higher price. The decision was made to take this action to prevent further dissatisfaction on the part of the customer as there appeared to be no other recourse due to Counter-Defendant's actions up until this decision was reached and validity of said decision was borne out by subsequent actions by Counter-Defendant. Further documentation of the expenses are available for review at Counter-Plaintiff's office but were not provided as they are of a confidential nature and Counter-Plaintiff

requests to provide them only under an agreement that they be only for use pertaining to this action and that they otherwise remain confidential.

18. Since such time as Counter-Defendant froze Counter-Plaintiff's account many systems have required repairs under warranty, and as Counter-Plaintiff had widely advertised the warranty as a major selling point of the systems, additionally several customers stated that they purchased these systems primarily because of the warranty, and finally as Counter-Defendant has previously refused, as documented in paragraph 16 herein, to honor its product warranty both to Counter-Plaintiff and Counter-Plaintiff's retail customers, therefore Counter-Plaintiff has honored the warranty of the systems at its own expense to maintain customer good will and to avoid its customers being required to spend additional money on repairs that should be covered according to the stated terms of Counter-Defendant's warranty. A substantial sum of money and time has been spent on providing these warranty repairs, further the amount is increasing regularly as systems requiring repair are brought in to Counter-Plaintiff's repair facility on an ongoing basis and Counter-Plaintiff is continuing to provide the necessary parts and service time to effect the required repairs. Documentation of such repair work is substantial and is available for review and copying at Counter-Plaintiff's offices or, if so ordered, will be provided to meet any requirements of this court.

19. About mid summer of 2000 Vollmer Rulong & Keating, P.C., the firm that Counter-Defendant has retained to collect the monies that Counter-Defendant claims are due it made contact with Counter-Plaintiff, on this occasion and several times since then Counter-Plaintiff has requested full verification and documentation of the amount stated by Counter-Defendant as due it, and at no time has such verification or documentation been provided to Counter-Plaintiff

even though Counter-Defendant's representative stated that such documentation would be provided and further that such documentation is required by law.

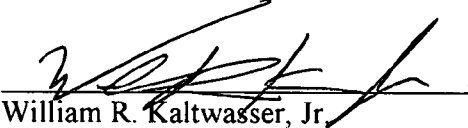
20. A final attempt was made to contact Counter-Defendant's representative, specifically Pamela Royesky of Vollmer Rulong & Keating, P.C., and upon speaking to such representative Counter-Plaintiff did restate the events surrounding this matter, and an additional request was made to provide verification and documentation of Counter-Defendant's claim against Counter-Plaintiff. Additionally Counter-Plaintiff proposed a settlement offer, conditional on Counter-Defendant accepting return of the non-functional system, reimbursement of parts and expenses incurred in the performance of warranty repairs made on behalf of Counter-Defendant and a written guarantee that Counter-Defendant would resume honoring it's stated warranty on the systems that Counter-Plaintiff had purchased and resold to it's customers, and finally that Counter-Defendant would provide information on the systems for which they had refused to cover warranty repairs and contact such persons or entities to notify such persons and/or entities that the warranty was indeed in force and that any error on the warranty status was on the part of the Counter-Defendant, not the Counter-Plaintiff. Counter-Defendant's representative agreed to provide Counter-Plaintiff with such documentation and verification as was required by law in debt collection, to discuss our settlement offer with Counter-Defendant and further to notify us as to Counter-Defendant's response to Counter-Plaintiff's settlement offer. Specific date and time of this conversation can be verified by long distance telephone bills, copies of which have been requested from Counter-Plaintiff's long distance telecommunications provider, which should be available within 2 weeks of the filing of this counter-complaint. The only subsequent communication received from Counter-Defendant or it's representatives was the complaint filed against Counter-Plaintiff on or about December 4, 2000.

WHEREFORE, Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant in the amount of Counter-Plaintiffs continually accruing costs and expenses in meeting Counter-Defendant's warranty obligations as well as the costs and expenses related to the system that never functioned and additional costs involved in providing Counter-Plaintiff's customer with a new system. Additionally Counter-Defendant requests monetary damages in an amount to be determined for libelous conduct by Counter-Defendant in it's false claims to Counter-Plaintiff's customers and the resulting damage to Counter-Plaintiff's image and customer goodwill. Also Counter-Plaintiffs requests relief in the form of a Court Order specifying that Counter-Defendant honor it's warranty as stated in Counter-Defendants warranty statement, or in lieu of such order, that this Honorable Court order that Counter-Defendant establish an escrow account from which payment for warranty repairs will be forwarded to Counter-Plaintiff as well as procedures for such reimbursement claims and payments. Further Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant in the amount of the expenses incurred by Counter-Plaintiff in bringing this action. And finally Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant any other such damages as this Honorable Court would deem to be just and appropriate.






## VERIFICATION

I, William R. Kaltwasser, Jr., President and CEO of WRK Technologies, Inc., Defendant/Counter-Plaintiff herein, being duly authorized, by virtue of the position I hold, by the Corporate Board of Directors and the Corporate Bylaws of WRK Technologies, Inc. to represent the Corporation in both business and legal matters, do hereby verify that the facts set forth in the foregoing answers to Complaint and Counter Claim are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
t/d/b/a WRK Computer Systems

DEFENDANT'S / COUNTER-PLAINTIFF'S EXHIBIT "1"

		 Home  View Cart  Order Status  Support			
■ Desktops   ■ Notebooks   ■ Servers   ■ Hardware   ■ Software					
1.888.858.7272					

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**Sales Center**

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Contact Us

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**5/3 Year Warranty PLUS**

We warrant the Ultra PC's CPU chip and RAM to be free from defects in material and/or workmanship for a period of five (5) years from the date of original purchase. Parts and labor for all other components are covered for a period of three (3) years from the date of original purchase, except in cases where the manufacturer's warranty exceeds three years. In these cases the manufacturer's warranty will be honored. This warranty applies to original purchases made in the United States of America or Canada. **This warranty is not transferable from the original point of resale.**

During the stated warranty period, Infotel will repair, free of charge, any defects in material or workmanship which occur during normal use. Repair parts and replacement products shall be furnished at our discretion on an exchange basis and shall be either new or reconditioned. All replaced parts and products shall become our property.

Under the Ultra 5/3 Year PC Warranty PLUS, coverage will not apply to defects or damage resulting from:

- improper packing during return shipment to us;
- disasters such as floods, fires, winds, earthquakes or lightning;
- failure to provide the proper installation environment;
- peripherals or unauthorized attachments;
- service by an unauthorized service center;
- any other type of abuse, misuse or neglect;
- where the serial number or rating label has been removed, defaced or altered.

Requests for warranty service can be made by calling our Technical Support Line at (800) 728-8598 or Customer Service at (800) 728-8586. When calling, have the following information available: customer number, order number, a description of the problem and the Ultra part number.

If our technician determines that the product is defective and that the dealer should receive a replacement product under Infotel Distributing's **Express Parts Replacement Policy**, the product will be shipped to the dealer at our expense. In addition, the dealer will be given a Return Authorization (R.A.) number for the product which is being returned to us. This number should be clearly marked on the outside of the box. To secure the loan of the replacement part, the technician will ask for the dealer's P.O. number or American Express®, Discover®, VISA® or MasterCard® account number and expiration date. No charges will be applied to the account as long as the defective part is returned to Infotel Distributing within 14 days. The defective product should be shipped to

us freight prepaid and insured using the original box and packing materials (or equivalent).

If factory service is required, a Technical Support Representative will issue the dealer a Return Authorization (R.A.) number. This number should be clearly marked on the outside of the box. Valid proof of the date of the dealer's purchase, including the serial number of the product, may be required before warranty service is provided. The dealer is responsible for returning the product, properly packaged in its original container, or an equivalent, to the service center. Any postage, insurance or shipping costs incurred in presenting or sending the product for service is the sole responsibility of the dealer.

**Under no circumstances will Infotel Distributing be responsible for any incidental or consequential damages which may occur during use of the Ultra PC or as a result of the product's failure to perform. In all cases, the customer's sole remedy for a product failure is limited to a replacement product or, at Infotel Distributing's discretion, a refund not to exceed the original purchase price of the Ultra PC.**

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND INFOTEL DISTRIBUTING EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. Some states or provinces do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Some states or provinces do not allow limitations or exclusions of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to you.

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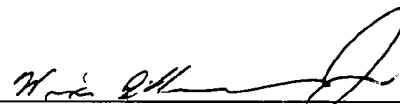
**Copyright © 2000, Infotel Distributing All Rights Reserved.  
Disclaimer**

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
CASE # 00-1506-CD

**CERTIFICATE OF SERVICE**

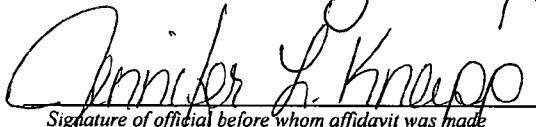
I, William R. Kaltwasser, Jr. hereby swear or affirm that on the 8<sup>th</sup> day of JANUARY,  
2001, a true and correct copy of the within Defendant's Answer & Counter Complaint was  
sent via Certified Mail, a copy of sender's receipt is hereto attached, to the following:

Vollmer Rulong & Keating, P.C.  
Attn: Pamela J. Royesky, Esquire  
Attorney for Plaintiff  
330 Grant Street  
Pittsburgh, PA 15219

  
\_\_\_\_\_  
William R. Kaltwasser, Jr.,  
President & CEO  
WRK Technologies, Inc.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 8<sup>th</sup> DAY OF January, 2001


  
\_\_\_\_\_  
Signature of official before whom affidavit was made

Notary Public  
\_\_\_\_\_  
Title of official

My Commission Expires Feb 5 2001

Notarial Seal  
Jennifer L. Knapp, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires Feb. 5, 2001  
Member, Pennsylvania Association of Notaries

**FILED**

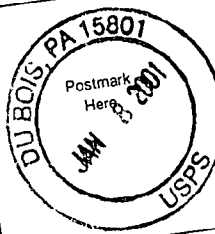
JAN 08 2001  
6/3:50/10  
William A. Shaw  
Prothonotary  
1 cc to Atty  




**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0000 4731 9379

Postage	\$ 1.39
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.79</b>



Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 VALLANT RUDOLPH KORTING  
 Street, Apt. No., or PO Box No.  
 330 Grant ST  
 City, State, ZIP+4  
 Pitts Pa. 15219

See Reverse for Instructions

CP

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

INFOTEL DISTRIBUTING,

CIVIL ACTION - LAW

Plaintiff,

NO. No. 00-1506-CD

vs.

BILL KALTWASSER i/t/a  
WRK COMPUTER SYSTEMS,

Defendant.

**PLAINTIFF'S PRELIMINARY  
OBJECTIONS TO DEFENDANT'S  
ANSWER, NEW MATTER AND COUNTER  
COMPLAINT**

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

**FILED**

JAN 22 2001

William A. Shaw  
Prothonotary

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

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

INFOTEL DISTRIBUTING,	)	
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
BILL KALTWASSER i/t/a WRK	)	
COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**PLAINTIFF'S PRELIMINARY OBJECTIONS TO DEFENDANT'S  
ANSWER, NEW MATTER AND COUNTER COMPLAINT**

AND NOW, comes plaintiff, INFOTEL DISTRIBUTING (hereinafter "Plaintiff") by and through its attorneys, Pamela J. Royesky and VOLLMER RULONG & KEATING, P.C., and files the following Preliminary Objections to the Answer and Counter Complaint filed on behalf of Defendant, BILL KALTWASSER i/t/a WRK COMPUTER SYSTEMS (hereinafter "Defendant") pursuant to Pa. R.C.P. 1028 and avers as follows:

1. On or about December 4, 2000, Plaintiff, through its counsel, filed a complaint against Defendant in the Court of Common Pleas of Clearfield County, Pennsylvania alleging that Defendant is liable to plaintiff for goods sold delivered by Plaintiff between on or about January 12, 2000 and February 24, 2000.

2. On or about January 3, 2001, William R. Kaltwasser, Jr. (hereinafter "Kaltwasser") filed a pro se Answer, New Matter and Counter Complaint on behalf of the corporation, WRK Technologies, Inc. A copy of Defendant's Answer, New Matter and Counter Complaint is attached hereto as Exhibit "1".

**I. PRELIMINARY OBJECTION RAISING LACK OF  
CONFORMITY TO LAW OR RULE OF COURT DEFENDANT'S  
ANSWER PURSUANT TO Pa. R. C. P. 1028(a)(2)**

3. The averments in paragraphs 1 and 2 are incorporated herein by reference as if fully set out herein.

4. Kaltwasser has filed an Answer, New Matter and Counter Complaint in response to plaintiff's Complaint on behalf of the corporation, WRK Technologies, Inc.

5. Pa. R.C.P. 1028(a)(2) permits a plaintiff to file a preliminary objection for failure to conform to law or rule of court.

6. The courts of this Commonwealth have consistently held that a corporation must appear in court only through an attorney admitted to practice before the court.

7. Kaltwasser is not permitted to appear on behalf of the corporation since he is not a licensed attorney.

WHEREFORE, Plaintiff respectfully requested that this court sustain plaintiff's Preliminary Objections and strike the Answer, New Matter and Counter Complaint which was filed by Kaltwasser on behalf of the corporation and order Defendant to file an Answer in conformity with Pennsylvania law.

Respectfully submitted,  
VOLLMER RULONG & KEATING, P.C.

BY: 

Attorney for Plaintiff

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

No. 00-1506-CD

WILLIAM R. KALTWASSER, individually  
And i/t/a WRK COMPUTER SYSTEMS  
Defendant.

Type of Pleading:  
Answer & Counter Complaint

WRK TECHNOLOGIES, INC.,

Counter-Plaintiff

Filed on Behalf of:  
Defendant/Counter-Plaintiff

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

Filed by: William R. Kaltwasser, Jr.:  
President and CEO  
WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

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

JAN 03 2001

Attest.

*William R. Kaltwasser, Jr.*  
Prothonotary

Exhibit "Y"

COURT OF COMMON PLEAS  
OF JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

No. 00-1506-CD

WILLIAM R. KALTWASSER, individually  
And i/t/a WRK COMPUTER SYSTEMS  
Defendant.

ANSWER TO COMPLAINT  
AND  
COUNTERCLAIM

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually and as President of W.R.K. Technologies, Inc., pro se, and files the within Answer to the Plaintiff's Complaint and Counterclaim, and in support thereof avers as follows:

ANSWERS TO COMPLAINT

1. Admitted.
2. Averment Denied. To the contrary, the defendant is WRK Technologies, Inc. A Delaware Corporation having its principal offices located at 112 McCracken Run Road, Du Bois, and PA 15801. William R. Kaltwasser, Jr. is the President of stated Corporation. WRK Technologies, Inc. is t/d/b/a WRK Computer Systems. All other claims in this averment are false, and strict proof thereof is demanded at trial.
3. Admitted in part, denied in part. It is admitted that between January 12, 2000 and February 15, 2000 Plaintiff did sell and deliver certain goods at the times and amounts set forth

on several of Plaintiff's invoices as provided as Plaintiff's exhibit 1. It is denied, however, that the products were in fact as specified on stated invoices. Specifically the products were sold with a warranty that Plaintiff refuses to honor, further the final invoice in Plaintiff's exhibit 1 is for a product which was not sold to us, it was provided a replacement part which was not even the proper part and additionally said part was returned to Plaintiff. Strict proof of Plaintiff's averment is demanded at trial.

4. Denied. To the contrary, the prices were not the fair, reasonable and market prices of the same at the time they were sold and delivered to the Defendant and these prices were not the prices Defendant agreed to pay as the products delivered were not as stated at the time of sale, specifically the product warranty, which is a substantial portion of the value of the products, has not been, and, is not being honored by Plaintiff. Additionally one of the systems provided has not functioned since the time of delivery and Plaintiff would not repair, replace or accept return of the faulty system.

5. Denied. To the contrary, Defendant and Defendant's employees and agents have made many attempts to resolve this matter beginning as early as February 2000. Plaintiff and it's employees and agents have refused to return Defendant's calls or to respond to repeated letters since Defendant stated it's demand that Plaintiff accept the return of the non functional products and that Plaintiff honor it's warranty on the other products purchased over the last 5 years and covered under Plaintiff's stated warranty which is attached hereto, made a part hereof, and marked as Defendant's/Counter-Plaintiff's Exhibit "1".

WHEREFORE, Defendant requests judgement in it's favor and against the Plaintiff in this matter.

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

WRK TECHNOLOGIES, INC.,

Counter-Plaintiff,

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

No. 00-1506-CD

Type of Pleading:

Counter Complaint

Filed on Behalf of:

Defendant/Counter-Plaintiff

Filed by: William R. Kaltwasser, Jr.:

President and CEO

WRK Technologies, Inc.

William R. Kaltwasser, Jr.

President and CEO

WRK Technologies, Inc.

112 McCracken Run Road

Du Bois, PA 15801

(814) 375-9130



COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

WRK TECHNOLOGIES, INC.,

Counter-Plaintiff,

vs.

No. 00-1506-CD

INFOTEL DISTRIBUTING,

Counter-Defendant.

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 15830  
814-765-2641

PA Lawyer Referral Service  
PA Bar Association  
P. O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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13. After payment was made as stated in paragraph 12 of this counter-complaint Counter-Plaintiff did again attempt to obtain an RMA for said system and additionally to obtain replacement parts for several other systems. Counter-Defendant again refused to provide the RMA number for the system in question and additionally refused to provide any replacement parts for any of the other systems awaiting warranty parts. Counter-Defendant's technical support representative stated that Counter-Plaintiff's according to Counter-Defendant's accounting department, specifically Cindy Giroud, the account was still frozen and that Counter-Plaintiff was 'trying to determine what systems had been paid for' and 'attempting to steal parts by ordering parts and falsely claiming that the systems failed under warranty'.

14. After several further communications initiated by Counter-Plaintiff, Counter-Defendant's staff, including Cindy Giroud and Diane Burt, still refused to take any action other

than to demand immediate payment in full of all open invoices, including payment for the faulty system, and with no guarantee that any parts would be provided for any pending or future warranty claims. It was however stated by Counter-Defendant 'they would consider, on a case by case basis, whether or not Counter-Plaintiff's warranty part requests were proper or fraudulent;

but that no further consideration would be given until such time as payment was made in full;

and even after payment was made no guarantees would be made that parts would be provided as

Counter-Plaintiff had proven itself to be a poor credit risk and had also already had proven that it

was willing to attempt to obtain parts on fraudulent pretenses'. Counter-Plaintiff then stated to

Counter-Defendant that all parts shipments were secured by credit card and there was no risk

involved to which Counter-Defendant responded again that Counter-Plaintiff 'had already

attempted to obtain parts under false pretenses'.

15. After the events stated in paragraphs 9 through 14 of this complaint Counter-Plaintiff did attempt to contact, via voice-mail and postal mail, the following personnel within the Counter-Defendant corporation; the head of the accounting department, identified only as Pat, The chief financial officer and the chief executive officer. A phone call was received from the head of Counter-Defendant's accounting department, and she stated after reviewing the account notes that she had no reason to disbelieve the account notes made by Cindy Giroud and Diane Burt, that she would stand by their decisions and further that no additional action, other than the collections process, would be taken on Counter-Plaintiff's demands. No reply was made by any of the other parties contacted by Counter-Plaintiff.

16. Since such time as Counter-Plaintiff's account was frozen Counter-Defendant has not only refused to provide Counter-Plaintiff with warranty parts and support it has also in several cases stated to customer's of Counter-Plaintiff that the customer's product warranty is invalid as

Counter-Defendant has not received payment from Counter-Plaintiff for the systems in question.

All of said systems had been paid for well in advance of the issues stated in this counter-complaint arising. Counter-Plaintiff only has explicit documentation of one such incident at this

time, it is referred to as case number 1180511 in Counter-Defendants service tracking system,

this case was opened on or about March 31, 2000 by a customer of Counter-Plaintiff, specifically

one, Dennis Trunzo, t/d/b/a/ Trunzo Enterprises. Other incidents have occurred that Counter-

Plaintiff has no detailed documentation on and it would be reasonable to assume that there have

been cases that have not been reported to Counter-Plaintiff and that such cases have resulted in

damage to Counter-Plaintiff's reputation and a decrease in Counter-Plaintiff's revenue as a result

of the negative image generated by such false and derogatory comments being made to Counter-

Plaintiff's customers and have, since such actions took place, chosen not to do business with

Counter-Plaintiff because of such false statements.

17. In March 2000 Counter-Plaintiff built and provided a replacement system to the

customer who had purchased, and paid for in advance, the system which had never functioned

properly. This system cost Counter-Plaintiff considerably more than the faulty system as

Counter-Plaintiff did not have access to several of the Original Equipment Manufacturer's

(OEM) parts at the time, and retail packaged parts had to be used albeit at a much higher price.

The decision was made to take this action to prevent further dissatisfaction on the part of the

customer as there appeared to be no other recourse due to Counter-Defendant's actions up until

this decision was reached and validity of said decision was borne out by subsequent actions by

Counter-Defendant. Further documentation of the expenses are available for review at Counter-

Plaintiff's office but were not provided as they are of a confidential nature and Counter-Plaintiff

requests to provide them only under an agreement that they be only for use pertaining to this action and that they otherwise remain confidential.

18. Since such time as Counter-Defendant froze Counter-Plaintiff's account many systems have required repairs under warranty, and as Counter-Plaintiff had widely advertised the warranty as a major selling point of the systems, additionally several customers stated that they purchased these systems primarily because of the warranty, and finally as Counter-Defendant has previously refused, as documented in paragraph 16 herein, to honor its product warranty both to Counter-Plaintiff and Counter-Plaintiff's retail customers, therefore Counter-Plaintiff has honored the warranty of the systems at its own expense to maintain customer good will and to avoid its customers being required to spend additional money on repairs that should be covered according to the stated terms of Counter-Defendant's warranty. A substantial sum of money and time has been spent on providing these warranty repairs, further the amount is increasing regularly as systems requiring repair are brought in to Counter-Plaintiff's repair facility on a ongoing basis and Counter-Plaintiff is continuing to provide the necessary parts and service time to effect the required repairs. Documentation of such repair work is substantial and is available for review and copying at Counter-Plaintiff's offices or, if so ordered, will be provided to meet any requirements of this court.

19. About mid summer of 2000 Vollmer Rulong & Keating, P.C., the firm that Counter-Defendant has retained to collect the monies that Counter-Defendant claims are due it made contact with Counter-Plaintiff, on this occasion and several times since then Counter-Plaintiff has requested full verification and documentation of the amount stated by Counter-Defendant as due it, and at no time has such verification or documentation been provided to Counter-Plaintiff

even though Counter-Defendant's representative stated that such documentation would be provided and further that such documentation is required by law.

20. A final attempt was made to contact Counter-Defendant's representative, specifically Pamela Royesky of Vollmer Rulong & Keating, P.C., and upon speaking to such representative Counter-Plaintiff did restate the events surrounding this matter, and an additional request was made to provide verification and documentation of Counter-Defendant's claim against Counter-Plaintiff. Additionally Counter-Plaintiff proposed a settlement offer, conditional on Counter-Defendant accepting return of the non-functional system, reimbursement of parts and expenses incurred in the performance of warranty repairs made on behalf of Counter-Defendant and a written guarantee that Counter-Defendant would resume honoring it's stated warranty on the systems that Counter-Plaintiff had purchased and resold to it's customers, and finally that Counter-Defendant would provide information on the systems for which they had refused to cover warranty repairs and contact such persons or entities to notify such persons and/or entities that the warranty was indeed in force and that any error on the warranty status was on the part of the Counter-Defendant, not the Counter-Plaintiff. Counter-Defendant's representative agreed to provide Counter-Plaintiff with such documentation and verification as was required by law in debt collection, to discuss our settlement offer with Counter-Defendant and further to notify us as to Counter-Defendant's response to Counter-Plaintiff's settlement offer. Specific date and time of this conversation can be verified by long distance telephone bills, copies of which have been requested from Counter-Plaintiff's long distance telecommunications provider, which should be available within 2 weeks of the filing of this counter-complaint. The only subsequent communication received from Counter-Defendant or it's representatives was the complaint filed against Counter-Plaintiff on or about December 4, 2000.

WHEREFORE, Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant in the amount of Counter-Plaintiffs continually accruing costs and expenses in meeting Counter-Defendant's warranty obligations as well as the costs and expenses related to the system that never functioned and additional costs involved in providing Counter-Plaintiff's

customer with a new system. Additionally Counter-Defendant requests monetary damages in an

amount to be determined for libelous conduct by Counter-Defendant in it's false claims to

Counter-Plaintiff's customers and the resulting damage to Counter-Plaintiff's image and customer goodwill. Also Counter-Plaintiffs requests relief in the form of a Court Order specifying that Counter-Defendant honor it's warranty as stated in Counter-Defendants warranty statement, or in lieu of such order, that this Honorable Court order that Counter-Defendant establish an escrow account from which payment for warranty repairs will be forwarded to Counter-Plaintiff as well as procedures for such reimbursement claims and payments. Further Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant in the amount of the expenses incurred by Counter-Plaintiff in bringing this action. And finally Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant any other such damages as this Honorable Court would deem to be just and appropriate.



## VERIFICATION

I, William R. Kaltwasser, Jr., President and CEO of WRK Technologies, Inc.,

Defendant/Counter-Plaintiff herein, being duly authorized, by virtue of the position I hold, by the

Corporate Board of Directors and the Corporate Bylaws of WRK Technologies, Inc. to represent

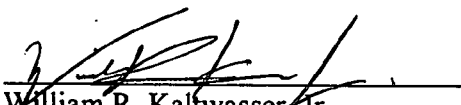
the Corporation in both business and legal matters, do hereby verify that the facts set forth in the

foregoing answers to Complaint and Counter Claim are true and correct to the best of my

knowledge, information and belief.

I understand that any false statements herein are made subject to the penalties of 18 Pa.

C.S. Section 4904 relating to unsworn falsification to authorities.

  
William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
t/d/b/a WRK Computer Systems

## DEFENDANT'S/COUNTER-PLAINTIFF'S EXHIBIT "1"



Search

Sales Center

Rebates

My Account

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Service Center

Tech Support

Contact Us

Newsletters

Company Info

Suggestion Box

InfoMarket

## 5/3 Year Warranty PLUS

We warrant the Ultra PC's CPU chip and RAM to be free from defects in material and/or workmanship for a period of five (5) years from the date of original purchase. Parts and labor for all other components are covered for a period of three (3) years from the date of original purchase, except in cases where the manufacturer's warranty exceeds three years. In these cases the manufacturer's warranty will be honored.

This warranty applies to original purchases made in the United States of America or Canada. **This warranty is not transferable from the original point of resale.**

During the stated warranty period, Infotel will repair, free of charge, any defects in material or workmanship which occur during normal use. Repair parts and replacement products shall be furnished at our discretion on an exchange basis and shall be either new or reconditioned. All replaced parts and products shall become our property.

Under the Ultra 5/3 Year PC Warranty PLUS, coverage will not apply to defects or damage resulting from:

- improper packing during return shipment to us;
- disasters such as floods, fires, winds, earthquakes or lightning;
- failure to provide the proper installation environment;
- peripherals or unauthorized attachments;
- service by an unauthorized service center;
- any other type of abuse, misuse or neglect;
- where the serial number or rating label has been removed, defaced or altered.

Requests for warranty service can be made by calling our Technical Support Line at (800) 728-8598 or Customer Service at (800) 728-8586. When calling, have the following information available: customer number, order number, a description of the problem and the Ultra part number.

If our technician determines that the product is defective and that the dealer should receive a replacement product under Infotel Distributing's **Express Parts Replacement Policy**, the product will be shipped to the dealer at our expense. In addition, the dealer will be given a Return Authorization (R.A.) number for the product which is being returned to us. This number should be clearly marked on the outside of the box. To secure the loan of the replacement part, the technician will ask for the dealer's P.O. number or American Express®, Discover®, VISA® or MasterCard® account number and expiration date. No charges will be applied to the account as long as the defective part is returned to Infotel Distributing within 14 days. The defective product should be shipped to

us freight prepaid and insured using the original box and packing materials (or equivalent).

If factory service is required, a Technical Support Representative will issue the dealer a Return Authorization (R.A.) number. This number should be clearly marked on the outside of the box. Valid proof of the date of the dealer's purchase, including the serial number of the product, may be required before warranty service is provided. The dealer is responsible for returning the product, properly packaged in its original container, or an equivalent, to the service center. Any postage, insurance or shipping costs incurred in presenting or sending the product for service is the sole responsibility of the dealer.

**Under no circumstances will Infotel Distributing be responsible for any incidental or consequential damages which may occur during use of the Ultra PC or as a result of the product's failure to perform. In all cases, the customer's sole remedy for a product failure is limited to a replacement product or, at Infotel Distributing's discretion, a refund not to exceed the original purchase price of the Ultra PC.**

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND INFOTEL DISTRIBUTING EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. Some states or provinces do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Some states or provinces do not allow limitations or exclusions of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to you.

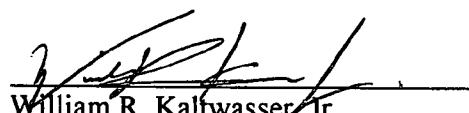
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**Copyright © 2000, Infotel Distributing All Rights Reserved.  
Disclaimer**

## VERIFICATION

I, William R. Kaltwasser, Jr., President and CEO of WRK Technologies, Inc., Defendant/Counter-Plaintiff herein, being duly authorized, by virtue of the position I hold, by the Corporate Board of Directors and the Corporate Bylaws of WRK Technologies, Inc. to represent the Corporation in both business and legal matters, do hereby verify that the facts set forth in the foregoing answers to Complaint and Counter Claim are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
t/d/b/a WRK Computer Systems

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

NATIONAL UNION FIRE INSURANCE CO., )

Plaintiff, )

vs. )

STORER PIZZA, INC., )

Defendant. )

CIVIL ACTION - LAW

No. 12115 CD 2000

**ORDER OF COURT**

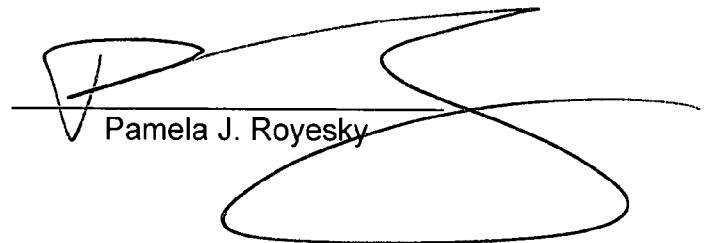
AND NOW this \_\_\_\_ day of \_\_\_\_\_, 2000, upon consideration of Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint raising failure of the Answer, New Matter and Counter Complaint to comply with law or rule of court are sustained and the Answer, New Matter and Counter Complaint filed in this matter are stricken. Defendant shall file an Amended Answer to plaintiff's Complaint that complies with Pennsylvania law within twenty days of the date of this Order.

\_\_\_\_\_  
J.

## **CERTIFICATE OF SERVICE**

I, the undersigned counsel do hereby certify that a true and correct copy of the foregoing Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint and Brief in Support thereof was served this 19th day of January, 2001 by first class mail, postage pre-paid addressed as follows:

William R. Kaltwasser, Jr.  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801



Pamela J. Royesky

FILED

JAN 22 2001

MJ 3:00/ROSC

William A. Shaw

Prothonotary

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INFOTEL DISTRIBUTING, :  
Plaintiff, :

vs. :

WILLIAM R. KALTWASSER, individually :  
And i/t/a WRK COMPUTER SYSTEMS :  
Defendant. :

: No. 00-1506-CD

: Type of Pleading:  
: Response to Plaintiff's Preliminary  
: Objections to Defendant's Answer, New  
: Matter and Counter Complaint

William R. Kaltwasser, Jr.. individually and :  
WRK TECHNOLOGIES, INC., :  
Counter-Plaintiffs :  
:

: Filed on Behalf of:  
: Defendant/Counter-Plaintiff

vs. :

INFOTEL DISTRIBUTING, :  
Counter-Defendant :

: Filed by: William R. Kaltwasser, Jr. :  
: President and CEO  
: WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
Individually and as President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

**FILED**

MAR 21 2001

William A. Shaw  
Prothonotary



COURT OF COMMON PLEAS  
OF JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INFOTEL DISTRIBUTING,	:	
		:
Plaintiff,		:
		:
vs.		: No. 00-1506-CD
		:
WILLIAM R. KALTWASSER, individually		:
And i/t/a WRK COMPUTER SYSTEMS		:
Defendant.		:

**RESPONSE TO PLAINTIFF'S PRELIMINARY OBJECTIONS TO DEFENDANT'S  
ANSWER, NEW MATTER AND COUNTER COMPLAINT**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually and as President of W.R.K. Technologies, Inc., pro se, and files the following Response Brief to Plaintiff's Preliminary Objections to the Answer, New Matter and Counter Complaint filed on behalf of Defendant Pursuant to Pa R.C.P. 1028 and avers as follows:

**I. CASE HISTORY**

On or about December 4, 2000, Plaintiff, through it's counsel, filed a complaint against Defendant in the Court of Common Pleas of Clearfield County, Pennsylvania alleging that the defendant is liable to Plaintiff for goods sold and delivered by Plaintiff between on or about January 12, 2000 and February 24, 2000. On or about January 3, 2001 William R. Kaltwasser, Jr.

filed a pro se Answer, New Matter and Counter Complaint on behalf of himself and the Corporation WRK Technologies, Inc.

On or about January 18, 2001, Plaintiff, through their legal counsel, filed Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint.

Defendant filed this Brief in response to Plaintiff's Preliminary Objections and Brief in support thereof

## **II. ISSUES PRESENTED**

A. Whether Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint comply with Rules 1028(a)(2) and 1028(a)(4) of the Pennsylvania Rules of Civil Procedure.

B. Whether Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint should be sustained under Rule 1028(a)(2) of the Pennsylvania Rules of Civil Procedure for failure to conform to Rule of Law or Rule of Court?

## **II. SHORT ANSWER**

A. No.

B. No.

## **II. ARGUMENTS**

### **A. PLAINTIFF'S PRELIMINARY OBJECTIONS FAIL TO CONFORM TO LAW**

Pennsylvania Rule of Civil Procedure 1028 permits any party to any pleading to file a Preliminary Objection to that pleading. Specifically Pa R.C.P 1028(a)(2) states that a Preliminary

Objection may be 'failure of a pleading to conform to law or rule of court or inclusion of scandalous or impertinent matter'. In the matter of Plaintiff's Preliminary Objections Plaintiff has filed a pleading that both fails to conform to rule of law and includes impertinent matter. Please review Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint, Plaintiff's proposed Order of Court is captioned for a case in the Court of Common Pleas of Indiana County, and names a different set of litigants. The aforementioned erroneous captioning would seem to be impertinent matter and, in addition would, bring this pleading under scrutiny under Pa R.C.P 1028(a)(4) which permits a party to file a Preliminary Objection for legal insufficiency of a pleading. Additionally Plaintiff counsel's cover letter shows this to be not merely a simple clerical error, such as a simple inclusion of the wrong proposed Order of Court, which would still seem to fail to meet the requirements of Pa R.C.P. 1028 (a)(2) and 1028(a)(4), but would potentially indicate indifference to the rule of law as stated in the Pennsylvania Rules of Civil Procedure, incompetence on the part of Plaintiff's counsel, and/or an expectation that this Honorable Court or the Defendant would not notice the grave errors in Plaintiff's Pleading.

Plaintiff's counsel states in it's brief, referring to a corporations legal requirement for representation by counsel, that the reasoning behind the rule is for "the protection of the courts and the administration of justice". In this case it would appear that the Plaintiff's counsel is whom the courts would need protection from, and that Plaintiff counsel's actions hinder the administration of justice, as is evidenced by the multitude of errors in said Preliminary Objections, Brief in Support Thereof and cover letter addressed to Defendant..

In *Tapia-Ortiz v. Doe* 171 F3d 150 (2<sup>nd</sup> Cir 1999) it is held that a pro se litigant's pleadings are to be construed liberally and held to less stringent standards than formal pleadings

drafted by lawyers. In the instant matter, as Plaintiff is represented by counsel, the more stringent standards should be applied to Plaintiff's pleading, and therefore Plaintiff's Preliminary Objections should be stricken for failure to conform to law or rule of court and for legal insufficiency of Plaintiff's pleading. Plaintiff must be required to file an proper response to Defendant's Answer, New Matter and Counter Complaint in conformity with Pennsylvania law.

#### **B. SHOULD PLAINTIFF'S PRELIMINARY BE SUSTAINED**

Leaving aside for the moment the arguments in the above section as to the validity of Plaintiff's Preliminary Objections, Defendant would address the substance of Plaintiff's Preliminary Objections and Brief in Support Thereof.

Plaintiff's counsel states that Pennsylvania Courts have consistently held that a corporation must appear in a court only through an attorney at law admitted to practice before the court and cites several cases in support of their contention. Defendant takes no issue with this contention and further notes that more recent case law sustaining Plaintiff's contention is readily available, however, in this case the Defendant named is an individual, and, even at such time as the corporation obtained control of WRK Computer Systems, specifically January 1, 1999, the named Defendant is the personal guarantor of this account, and most other accounts, of the corporation. Furthermore Defendant's Answer, New Matter and Counter Complaint involve actions and representations made before the inception of the corporation. This case presents a situation not covered in any of the case law cited by Plaintiff, specifically where an action or judgement is against both an individual and a corporation. In this case, if the Plaintiff were to prevail on Plaintiff's Preliminary Objections the Defendant's constitutional right to pro se representation would be denied. Courts have consistently held that an individual has a constitutional right to represent himself, *Faretta v. State of California*, 422 US 806, 45 LEd2d

562, 95 SCt 2525 (1975), and that the right to proceed pro se is a fundamental statutory right that is afforded the highest degree of protection, *Devine v. Indian River County School Board*, 121 F3d 576 (11<sup>th</sup>. Cir. 1997).

As this case directly affects both the individual, both as personal guarantor, and relative to transactions between Plaintiff and Defendant prior to the inception of the corporation, and the corporation it would be a grave violation of Defendant's constitutional and statutory rights to strike Defendant's Answer, New Matter and Counter Complaint for any of the reasons stated in Plaintiff's Preliminary Objections.

### CONCLUSION

For all the forgoing reasons, Defendant respectfully requests this Honorable Court to strike or, at minimum, to deny Plaintiff's Preliminary Objections, giving it twenty (20) days in which to file an answer in conformity with Pennsylvania law.

Respectfully Submitted,



William R. Kaltwasser, Jr.  
Individually and as President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

**CERTIFICATE OF SERVICE**

I, William R. Kaltwasser, Jr. hereby swear or affirm that on the 21 day of March,  
2001, a true and correct copy of the within Defendant's Response to Plaintiff's Preliminary  
Objections to Defendant's Answer, New Matter and Counter Complaint was sent via first class  
mail, postage prepaid, to the following address:

Vollmer Rulong & Keating, P.C.  
Attn: Pamela J. Royesky, Esquire  
Attorney for Plaintiff  
330 Grant Street  
Pittsburgh, PA 15219

William R. Kaltwasser Jr.  
William R. Kaltwasser, Jr.,

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

INFOTEL DISTRIBUTING,

CIVIL ACTION - LAW

Plaintiff,

NO. 00-1506-CD

vs.

WILLIAM R. KALTWASSER, JR. i/t/a  
WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

**AMENDED COMPLAINT**

Defendant.

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Consent to file the within Amended  
Complaint is hereby granted.

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

BY:

*Consent by telephone  
conversation 3-30-01*

William R. Kaltwasser, Jr.  
t/a WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC.

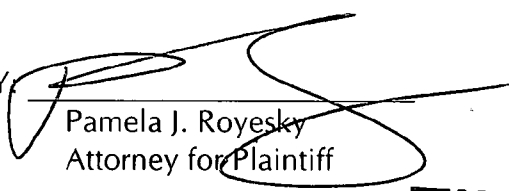
VOLLMER RULONG & KEATING, P.C.

Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121

VOLLMER RULONG & KEATING, P.C. (412)391-3578 fax

Firm ID. No. 916

BY:

  
Pamela J. Royesky  
Attorney for Plaintiff

**FILED**

JUN 14 2001

William A. Shaw  
Prothonotary

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

INFOTEL DISTRIBUTING, ) Civil Action - Law  
 )  
Plaintiff, )  
 ) No. 00-1506-CD  
vs. )  
 )  
WILLIAM R. KALTWASSER, JR., i/t/a )  
WRK COMPUTER SYSTEMS and )  
WRK TECHNOLOGIES, INC., t/a )  
WRK COMPUTER SYSTEMS, )  
 )  
Defendant. )

**NOTICE TO DEFEND**

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

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

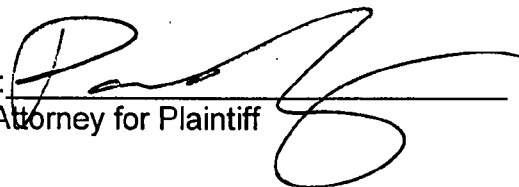
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641

PA LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P. O. BOX 186  
HARRISBURG, PA 17108  
(800)692-7375

VOLLMER RULONG & KEATING, P.C.

BY:

Attorney for Plaintiff





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

INFOTEL DISTRIBUTING,	)	Civil Action - Law
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
WILLIAM R. KALTWASSER, JR. i/t/a	)	
WRK COMPUTER SYSTEMS and	)	
WRK TECHNOLOGIES, INC., t/a	)	
WRK COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**COMPLAINT IN CIVIL ACTION**

1. Plaintiff, Infotel Distributing (hereinafter "plaintiff") is a corporation doing business at 6990 U.S. Route 36 East, Fletcher, Ohio 45326.

2. Defendant, William Kaltwasser (hereinafter "Kaltwasser") is an adult individual trading and doing business as WRK Computer Systems with offices at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801.

3. Defendant WRK Technologies, Inc. (hereinafter "WRK Technologies") is a Delaware corporation trading and doing business as WRK Computer Systems with offices at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801.

4. In May of 1997, defendant Kaltwasser opened an account with plaintiff in order to arrange the sale of plaintiff's goods on credit to Kaltwasser trading as WRK Computer Systems.

5. On or about December 30, 1998, defendant Kaltwasser filed articles of incorporation with the Secretary of State of Delaware registering WRK Tehcnologies,

Inc. but neglected to disclose said incorporation to plaintiff.

6. Between on or about January 12, 2000 and February 24, 2000 plaintiff, at the request of defendant, Kaltwasser, sold and delivered certain goods at the times and in the amounts fully set forth on plaintiff's invoices, true and correct copies of which are attached hereto, made a part hereof and marked as Exhibit "1".

7. Plaintiff avers that it sold the subject goods to defendant Kaltwasser trading as WRK Computer Systems but believes and therefore avers that the party which benefitted from the sale was the defendant corporation, WRK Technologies, Inc. trading as WRK Computer Systems, Inc.

8. Plaintiff believes and therefore avers that liability is joint and several and William Kaltwasser and WRK Technologies, Inc. shall hereinafter be referred to collectively as "defendants."

9. The prices charged for the said goods were the fair, reasonable and market prices of the same at the time they were sold and delivered to defendants, and further are the prices they agreed to pay.

10 Plaintiff has demanded payment of the balance due in the amount of \$9,541.90 but defendants have failed or refused to pay the same or any part thereof despite repeated demands for same.

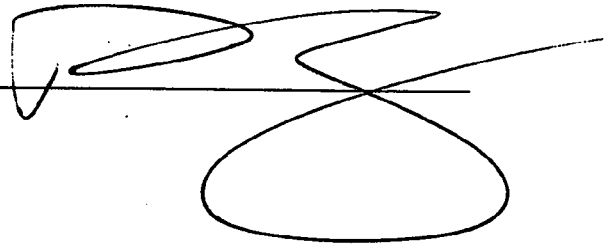
11. By the terms of sale, plaintiff is entitled to interest at a rate of eighteen percent (18%) per annum from an average due date of February 15, 2000.

WHEREFORE, plaintiff requests judgment in its favor and against the defendants, William Kaltwasser trading as WRK Computer Systems and WRK Technologies, Inc., trading as WRK Computer Systems in the current principal balance

of \$9,541.90 with interest at a rate of 18% per annum from February 15, 2000 together with costs.

VOLLMER RULONG & KEATING, P.C.

BY: \_\_\_\_\_

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops, starting with a large 'V' shape and ending with a long horizontal stroke.

## INVOICE

Print 3/22/00  
Time 9:19:44Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709+-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !  
+-----+Invoice # 003274189  
Invoice Date 01/12/2000  
Due Date 02/06/2000Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: DON

Cust No Order No Customer Po #  
1014638 7884503 DICK JOHNSONSales Representative  
CHRISBA CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097049 *--_MFG_--*	1	1	0	1285.00 EA	1285.00
*ULTRA PRO-T500 OFFICE PRO PC					
SERIAL #003358881					
1 010996	5/3 PC WARRANTY				
1 045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING CHARGES

18.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --

A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	1,303.00
SALES TAX	.00
TOTAL	\$1,303.00 * COMPLETE *

Exh. b. 17 4/11

## INVOICE

Print 3/22/01  
Time 9:19:41

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003278537
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	01/14/2000
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	02/08/2000
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCRACKEN RUN RD.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCRACKEN RUN RD.

DU BOIS PA 15801  
(814)375-9130

USA

DU BOIS  
CONT: DON

PA 15801

<u>Cust No</u>	<u>Order No</u>	<u>Customer Po #</u>	<u>Sales Representative</u>
1014638	7894896	RUSSEL WILLISON	CHRISBA CHRIS BASINGER
			Phone Ext. 4400

Ship Via.....  
UPS REGULAR GROUND - COMMERCIAL Terms....  
008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097229 *--_MFG_--*	1	1	0	1208.00 EA	1208.00
*ULTRA INW-T500 OFFICE PRO PC					
SERIAL #003361992	*ULTRA INW-T500 OFFICE PRO PC				
1 010996	S/3 PC WARRANTY				
1 045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING CHARGES

27.00

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	1,235.00
SALES TAX	.00
TOTAL	\$1,235.00 * COMPLETE *

## INVOICE

Print 3/22/0

Time 9:19:5

Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709

-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
!-----+  
+-----+

Invoice # 003278538  
Invoice Date 01/14/200  
Due Date 02/08/200

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: DON

Cust No      Order No Customer Po #  
1014638      7894929 RAKOVAN

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Pric
097249      *--_MFG_--*	1	1	0	1239.00 EA	1239.00
*ULTRA INH-T500 MULTIMEDIA PRO					
SERIAL #003361993	*ULTRA INH-T500 MULTIMEDIA PRO				
1    010996	5/3 PC WARRANTY				
1    045565	*S/I ALTEC LANSING ACS33W W/SUB				

SHIPPING      CHARGES

27.00

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL      1,266.00  
SALES TAX      .00  
TOTAL      \$1,266.00 \* COMPLETE

## INVOICE

Print 3/22/00  
Time 9:19:00Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709+-----+  
! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
+-----+Invoice # 003298317  
Invoice Date 01/24/2000  
Due Date 02/18/2000Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: JOHN

Cust No      Order No Customer Po #  
1014638      7937942 CON. DIST.Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      REGULAR GROUND - COMMERCIAL

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
006546      D16B	1	1	0	35.80 EA	35.80
LINKS POWER 2 GO					
L03040					

SHIPPING      CHARGES

3.00

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	38.80
SALES TAX	.00
TOTAL	\$38.80 * COMPLETE

## INVOICE

Print 3/22/0

Time 9:19:5

Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709

! INFOTEL DISTRIBUTING !  
! 6990 US ROUTE 36 EAST !  
! FLETCHER, OH 45326 !  
! 800-528-4504 !  
! 937-368-2650 !  
! !

Invoice # 003303075  
Invoice Date 01/26/200  
Due Date 02/20/200

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: JOHN

Cust No      Order No Customer Po #  
1014638      7937905 CON.DIST

Sales Representative  
CHRISBA      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS      NEXT DAY AIR (RED LABEL)

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
027361      *--MFG--*	1	1	0	2502.00 EA	2502.00
*SW14-T450 ULTRA SW NOTEBOOK					
SERIAL #9427560B110041      *SW14-T450 ULTRA SW NOTEBOOK					

SHIPPING CHARGES

10.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL      2,512.00  
SALES TAX      .00  
TOTAL      \$2,512.00 \* COMPLETE \*



Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003342463
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	02/11/200
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	03/07/200
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: AUTUM

Cust No Order No Customer Po #  
1014638 8001738 KEITHS BROS.

Sales Representative  
CHRISBA CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

Terms....

UPS REGULAR GROUND - COMMERCIAL

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097229 *--_MFG_--*	1	1	0	873.00 EA	873.00
*ULTRA INW-T500 OFFICE PRO PC					
SERIAL #003411342	*ULTRA INW-T500 OFFICE PRO PC				
1 010996	5/3 PC WARRANTY				
1 045921	S/I CLABS SOUNDWORKS SBS52 SPK				

SHIPPING CHARGES

15.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.

Some returns may be subject to a restock charge.

-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	888.00
SALES TAX	.00
TOTAL	\$888.00 * COMPLETE

## INVOICE

Print 3/22/00  
Time 9:20:08Cust Service Hotline  
800-728-8586  
Tech Support Hotline  
800-991-9709+-----+  
: INFOTEL DISTRIBUTING :  
: 6990 US ROUTE 36 EAST :  
: FLETCHER, OH 45326 :  
: 800-528-4504 :  
: 937-368-2650 :  
: :  
+-----+Invoice # 003346529  
Invoice Date 02/15/2000  
Due Date 03/11/2000Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.DU BOIS PA 15801  
(814)375-9130

USA

DU BOIS

PA 15801

CONT: AUT.

Cust No Order No Customer Po #  
1014638 7941958 EKJRSales Representative  
CHRISBA CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

UPS NEXT DAY AIR (RED LABEL)

Terms....

008 NET 25 DAYS

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
097248 *--_MFG_--*	1	1	0	2210.00 EA	2210.00
*ULTRA INH-750A MULTIMEDIA PC					
SERIAL #003412123	*ULTRA INH-750A MULTIMEDIA PC				
1 010996	S/3 PC WARRANTY				
1 041225	S/I ALTEC LANSING ADA 305 W/SUB				

SHIPPING CHARGES

18.00

Thank you for your order. We appreciate your support.

PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.-- Payment due no later than 25 days from date of invoice. --  
A 1.5% penalty will be charged per month on past due invoices.

SUB TOTAL	2,228.00
SALES TAX	.00
TOTAL	\$2,228.00 * COMPLETE *

Cust Service Hotline	!	INFOTEL DISTRIBUTING	!	Invoice #	003366504
800-728-8586	!	6990 US ROUTE 36 EAST	!	Invoice Date	02/24/200
Tech Support Hotline	!	FLETCHER, OH 45326	!	Due Date	03/10/200
800-991-9709	!	800-528-4504	!		
	!	937-368-2650	!		

Bill WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

Ship WRK COMPUTER SYSTEMS  
To: 112 MCCracken Run Rd.

DU BOIS  
(814)375-9130

PA 15801

USA

DU BOIS

PA 15801

CONT: BEN

(814)375-6880

Cust No      Order No      Customer Po #  
1014638      8053795      RAKOVAN

Sales Representative  
JACKB      CHRIS BASINGER  
Phone Ext. 4400

Ship Via....

Terms....

UPS      NEXT DAY AIR (RED LABEL)

777 REPLACEMENT

Item No/Desc. Loc.	Order	Ship	B/O	Sell Price	Total Price
--------------------	-------	------	-----	------------	-------------

In order to facilitate the replacement process, please expedite the return of the original merchandise. The return authorization number # 8053793 needs to be clearly marked on the shipping label of the package.

If the product is not received within 15 days, this invoice will become fully due and payable.

Serial #:

046447	AAA08A	1	1	0	71.10 EA	71.10
S/I GT693VA ES1373 MB						

SHIPPING      CHARGES

Thank you for your order. We appreciate your support.  
PLEASE NOTE: All returns require a return authorization number.  
Some returns may be subject to a restock charge.

SUB TOTAL	71.10
SALES TAX	.00
TOTAL	\$71.10 * COMPLETE

**UNSWORN VERIFICATION**

I, Diane Burt, state that I am the  
Collector of Plaintiff, **INFOTEL DISTRIBUTING** the Plaintiff  
herein. I have reviewed the annexed pleading and believe the facts contained therein  
are true and correct to the best of my knowledge, information and belief. I believe that  
the corporation will be able to prove these facts at trial. This declaration is made by me  
with the knowledge that it is subject to the penalties of 18 Pa. C.S. § 4904, relating to  
unsworn falsification to authorities.

**INFOTEL DISTRIBUTING**

BY: Diane Burt  
TITLE: Collector

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

INFOTEL DISTRIBUTING,  
Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR.  
i/t/a WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS  
Defendant.

WILLIAM R. KALTWASSER, JR., individually  
And WRK TECHNOLOGIES, INC.,  
t/d/b/a WRK COMPUTER SYSTEMS  
Counter-Plaintiff

vs.

INFOTEL DISTRIBUTING,  
Counter-Defendant

No. 00-1506-CD

Type of Pleading:  
Answer & Counter Complaint

Filed on Behalf of:  
Defendant/Counter-Plaintiff

Filed by: William R. Kaltwasser, Jr.:  
Individually and as  
President and CEO of  
WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
Individually and as President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

**FILED**

JUL 20 2001

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS  
OF JEFFERSON COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

No. 00-1506-CD

WILLIAM R. KALTWASSER, individually  
And i/t/a WRK COMPUTER SYSTEMS  
WRK TECHNOLOGIES, INC.,  
t/d/b/a WRK Computer Systems  
Defendant.

**ANSWER TO COMPLAINT  
AND  
COUNTERCLAIM**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually, pro se, and as President of W.R.K. Technologies, Inc., pro se, and files the within Answer to the Plaintiff's Complaint and Counterclaim, and in support thereof avers as follows:

**ANSWERS TO COMPLAINT**

1. Admitted.
2. Averment Denied. To the contrary, the defendant is WRK Technologies, Inc. A Delaware Corporation having its principal offices located at 112 McCracken Run Road, Du Bois, and PA 15801. William R. Kaltwasser, Jr. is the President of stated Corporation. WRK Technologies, Inc. is t/d/b/a WRK Computer Systems. William R. Kaltwasser, Jr.'s sole liability is as a personal guarantor for WRK Technologies, Inc. All other claims in this averment are false, and strict proof thereof is demanded at trial.

3. Admitted.

4. Admitted.

5. Admitted in part, denied in part. It is admitted that Kaltwasser did file papers of incorporation in Delaware on or about December 30<sup>th</sup>, 1998, however, it is denied that Defendant did not disclose this to Plaintiff. To the contrary, notice was provided, and a letter of personal guarantee was provided by Defendant, to Plaintiff at Plaintiff's request.

6. Admitted in part, denied in part. It is admitted that between January 12, 2000 and February 15, 2000 Plaintiff did sell and deliver certain goods at the times and amounts set forth on several of Plaintiff's invoices as provided as Plaintiff's exhibit 1. It is denied, however, that the products were in fact as specified on stated invoices. Specifically the products were sold with a warranty that Plaintiff refuses to honor. In addition, the final invoice in Plaintiff's exhibit 1 is for a product which was not sold to us, but was provided a replacement part, which was not even the proper part, additionally said part was returned to Plaintiff. Further, the uniform commercial code provides for cover and withholding of payment where items provided do not meet specification as agreed upon prior to delivery. Strict proof of Plaintiff's averment is demanded at trial.

7. Admitted.

8. Admitted in part, denied in part. It is admitted that William R. Kaltwasser, Jr.'s is liable as a personal guarantor for defendant corporation, all other liability is denied and strict proof is demanded at trial.

9. Denied. To the contrary, the prices were not the fair, reasonable and market prices of the same at the time they were sold and delivered to the Defendant and these prices were not the prices Defendant agreed to pay as the products delivered were not as stated at the time of sale,

specifically the product warranty, which is a substantial portion of the value of the products, has not been, and, is not being honored by Plaintiff. Additionally one of the systems provided, and listed in Plaintiff's exhibit 1, has not functioned since the time of delivery and Plaintiff would not repair, replace or accept return of the faulty system, but only demanded full, immediate payment for said faulty system.

10. Denied. To the contrary, Defendant and Defendant's employees and agents have made many attempts to resolve this matter beginning as early as February 2000. Plaintiff and its employees and agents have refused to return Defendant's calls or to respond to repeated letters since Defendant demanded that Plaintiff accept the return of the non functional products and apply appropriate credit for said returns, and that Plaintiff honor its warranty on the other products purchased over the last 5 years and covered under Plaintiff's stated warranty which is attached hereto, made a part hereof, and marked as Defendant's/Counter-Plaintiff's Exhibit "1". Plaintiff clearly stated on more than one occasion that the only solution was full payment for all products and that they would not under any condition accept return of the faulty products and would review whether or not Defendant would be entitled to receive warranty parts only upon payment in full. Further, Defendant's actions and non payment are provided for under the Uniform Commercial Code (UCC), specifically, at a minimum, PA Consolidated Statutes, Title 13 §2711 to §2717.

11. Admitted in part, denied in part. Plaintiff should only be entitled to the legal rate of interest on the balance of the actual original invoices that this court finds Defendant responsible for payment of, any further liability is denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendant requests judgement in Defendant's favor and against the Plaintiff in this matter.



COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

William R. Kaltwasser, Jr., individually  
And WRK TECHNOLOGIES, INC.,  
t/d/b/a WRK COMPUTER SYSTEMS

Counter-Plaintiff,

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

:  
:  
:  
: No. 00-1506-CD  
:

: Type of Pleading:  
: Counter Complaint  
:

: Filed on Behalf of:  
: Defendant/Counter-Plaintiff  
:

:  
:  
:  
: Filed by: William R. Kaltwasser, Jr.:  
: President and CEO  
: WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

William R. Kaltwasser, Jr., individually	:	
And WRK TECHNOLOGIES, INC.,	:	
t/d/b/a WRK COMPUTER SYSTEMS	:	
Counter-Plaintiff,	:	No. 00-1506-CD
	:	
vs.	:	
	:	
INFOTEL DISTRIBUTING,	:	
Counter-Defendant.	:	

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 15830  
814-765-2641

PA Lawyer Referral Service  
PA Bar Association  
P. O. Box 186  
Harrisburg, PA 17108  
800-692-7375

## **NEW MATTER AND COUNTERCOMPLAINT**

### **COUNT 1 BREACH OF CONTRACT**

12. The Counter-Plaintiffs are William R. Kaltwasser, Jr., individually and in his capacity as President & CEO of WRK Technologies, Inc., pro se, and WRK Technologies, Inc., A Delaware Corporation, with it's principal offices located at 112 McCracken Run Road, Du Bois, Clearfield, Pennsylvania, and t/d/b/a WRK Computer Systems.

13. The Counter-Defendant is Infotel Distributing, a corporation doing business at 6990 U.S. Route 36 East, Fletcher, Ohio 45326.

14. On or about January 25, 2000 Counter-Plaintiff completed testing of a computer system as detailed on order number 7894929 (included in Plaintiff/Counter-Defendant's Exhibit 1). Said system has failed to function properly, and in fact fails completely after being powered up for even a short time. After several opportunities Counter-Defendant was unable or unwilling to provide a proper and functional replacement main logic board and other required components without which the system can not function. This is contrary to Counter-Defendant's terms of sale.

15. On or about February 11, 2000 Counter-Plaintiff requested a Return Materials Authorization ("RMA") number to allow the return on the failing system. Counter-Defendant informed Counter-Plaintiff that a return would not be accepted until Counter-Defendant made another attempt to provide a proper replacement part.

16. On or about February 25, 2000 another part was received by Counter-Plaintiff, said part was not even the proper type, nor could it fit or function in place of the failed part. Said part was then returned to Counter-Defendant. Counter-Plaintiff then requested again that they be allowed to return the malfunctioning system. Counter-Defendant refused to provide Counter-

Plaintiff with the needed RMA number and stated that without such number the system would be refused by Counter-Defendant's shipping department and returned to Counter-Plaintiff at Counter-Plaintiff's expense. This action was contrary to Counter-Defendant's stated warranty and return policies as well as contrary to the terms of the uniform commercial code.

17. On or about February 29, 2000 Counter-Plaintiff again attempted to obtain an RMA number to return the malfunctioning system. After Counter-Defendant refused the additional request Counter-Plaintiff informed Counter-Defendant that Counter-Plaintiff would not pay for the system in question, Counter-Defendant then stated that if all invoices, including the invoice in question, were not paid that Counter-Plaintiff's account would be frozen and collection activity would then be undertaken by Counter-Defendant

18. During early March 2000 Counter-Defendant froze Counter-Plaintiff's account and Counter-Defendant's accounting department, specifically Cindy Giroud, contacted Counter-Plaintiff and demanded immediate payment for all open invoices. Counter-Plaintiff offered to make a good faith payment of the majority of open invoices up to the invoice in question so long as Counter-Defendant would accept the return of the system in question and provide several parts required to repair other systems which were fully paid for, and still under warranty. Counter-Defendant did verbally agree to Counter-Plaintiff's terms and payment was immediately made via credit card, verification of which is available in records at Counter Plaintiff's offices.

19. After payment was made as stated in paragraph 12 of this counter-complaint Counter-Plaintiff did again attempt to obtain an RMA for said system and additionally to obtain replacement parts for several other systems. Counter-Defendant again refused to provide the RMA number for the system in question and additionally refused to provide any replacement parts for any of the other systems awaiting warranty parts. Counter-Defendant's technical

support representative stated that according to Counter-Defendant's accounting department, specifically Cindy Giroud, Counter-Plaintiff's account was still frozen and that Counter-Plaintiff was 'trying to determine what systems had been paid for' and 'attempting to steal parts by ordering parts and falsely claiming that the systems failed under warranty'.

20. After several further communications initiated by Counter-Plaintiff, Counter-Defendant's staff, including Cindy Giroud and Diane Burt, still refused to take any action other than to demand immediate payment in full of all open invoices, including payment for the faulty system, and with no guarantee that any parts would be provided for any pending or future warranty claims. It was however stated by Counter-Defendant 'they would consider, on a case by case basis, whether or not Counter-Plaintiff's warranty part requests were proper or fraudulent, but no consideration would be given until such time as payment was made in full', 'and even after payment was made no guarantees would be made that parts would be provided as Counter-Plaintiff had proven itself to be a poor credit risk and had also already had proven that it was willing to attempt to obtain parts on fraudulent pretenses'. Counter-Plaintiff then stated to Counter-Defendant that all parts shipments were secured by credit card and there was no risk involved to which Counter-Defendant responded again that Counter-Plaintiff 'had already attempted to obtain parts under false pretenses'.

21. After the events stated in paragraphs 14 through 20 of this complaint Counter-Plaintiff did attempt to contact, via voice-mail and postal mail, the following personnel within the Counter-Defendant corporation; the head of the accounting department, identified only as Pat, The chief financial officer and the chief executive officer. A phone call was received from the head of Counter-Defendant's accounting department, and she stated after reviewing the account notes that she had no reason to disbelieve the account notes made by Cindy Giroud and

Diane Burt, that she would stand by their decisions and further that no additional action, other than the collections process, would be taken on Counter-Plaintiff's demands. No reply was made by any of the other parties contacted by Counter-Plaintiff.

22. In March 2000 Counter-Plaintiff built a new system and provided such replacement system to the customer who had purchased, and paid for in advance, the system, listed in paragraphs 14 through 17 above, which had never functioned properly. This system cost Counter-Plaintiff considerably more than the faulty system as Counter-Plaintiff did not have access to several of the Original Equipment Manufacturer's (OEM) parts at the time, and retail packaged parts had to be used which cost Counter-Plaintiff a much higher price. The decision was made to take this action to prevent further dissatisfaction on the part of the customer as there appeared to be no other recourse due to Counter-Defendant's actions up until this decision was reached and validity of said decision was borne out by subsequent actions by Counter-Defendant. Further documentation of the expenses are available for review at Counter-Plaintiff's office but were not provided as they are of a confidential nature and Counter-Plaintiff requests to provide them only under an agreement that they be only for use pertaining to this action and that they otherwise remain confidential. This action is provided for in the UCC, specifically PA CS Title 13, § 2712.

23. Since such time as Counter-Defendant froze Counter-Plaintiff's account many systems have required repairs under warranty, and as Counter-Plaintiff had widely advertised the warranty as a major selling point of the systems, additionally several customers stated that they purchased these systems primarily because of the warranty, and finally as Counter-Defendant has consistently refused, as documented in paragraph 20 herein, to honor its product warranty both to Counter-Plaintiff and Counter-Plaintiff's retail customers, therefore Counter-Plaintiff has

honored the warranty of the systems at it's own expense to maintain customer good will and to avoid it's customers being required to spend additional money on repairs that should be covered according to the stated terms of Counter-Defendant's warranty. Counter-Plaintiff has expended a substantial sum of money and time on providing these warranty repairs, further the amount is increasing regularly as systems requiring repair are brought in to Counter-Plaintiff's repair facility on a ongoing basis and Counter-Plaintiff is continuing to provide the necessary parts and service time to effect the required repairs. Documentation of such repair work is substantial and is available for review and copying at Counter-Plaintiff's offices or, if so ordered, will be provided to meet any requirements of this court. Further, Counter-Plaintiff's actions are proper as per, at a minimum, PA CS, Title 13, §2711 through §2717.

WHEREFORE, Counter-Plaintiff requests that the honorable court enter judgment in favor of Counter-Plaintiffs, and against Counter-Defendant, in the amount of Counter-Plaintiff's continually accruing costs and expenses in meeting Counter-Defendant's warranty obligations as well as the costs and expenses related to the system that never functioned and the additional costs involved in providing Counter-Plaintiff's customer with a new system, the storage costs for the failed system and any additional relief that this court finds to be reasonable and proper.

## **COUNT II LIBELOUS CONDUCT**

24. Paragraphs 12 through 23 inclusive of the within Counter-Complaint are incorporated herein by reference as if set forth at length.

25. Since such time as Counter-Plaintiff's account was frozen Counter-Defendant has not only refused to provide Counter-Plaintiff with warranty parts and support it has also in several

cases stated to customer's of Counter-Plaintiff that the customer's product warranty is invalid as Counter-Defendant has not received payment from Counter-Plaintiff for the systems in question. All of said systems had been paid for well in advance of the issues stated in this counter-complaint arising. Counter-Plaintiff only has explicit documentation of one such incident at this time, it is referred to as case number 1180511 in Counter-Defendants service tracking system, this case was opened on or about March 31, 2000 by a customer of Counter-Plaintiff. Other incidents have occurred that Counter-Plaintiff has no detailed documentation on and it would be reasonable to assume that there have been cases that have not been reported to Counter-Plaintiff and that such cases have resulted in damage to Counter-Plaintiff's reputation and a decrease in Counter-Plaintiff's revenue as a result of the negative image generated by such false and derogatory comments being made to Counter-Plaintiff's customers and have, since such actions took place, chosen not to do business with Counter-Plaintiff because of such false statements.

WHEREFORE, Counter-Plaintiff requests that this honorable court enter judgment in favor of Counter-Plaintiffs, and against Counter-Defendant, for actual monetary damages and punitive damages in an amount to be determined for libelous conduct by Counter-Defendant in it's false claims to Counter-Plaintiff's customers and the resulting damage to Counter-Plaintiff's image and customer goodwill.

### **COUNT III LIBELOUS CONDUCT - ONGOING**

26. Paragraphs 12 through 24 inclusive of the within Counter-Complaint are incorporated herein by reference as if set forth at length.



27. It would seem reasonable to expect the activities listed in paragraph 24 above to be ongoing as Counter-Defendant is still pursuing collection, and further still not providing parts for repairs of it's systems sold by Counter-Plaintiff in instances as recent as the last two (2) months, and in at least one specific instance that Counter-Plaintiff is aware of Counter-Defendant did state that the system in need of repair's warranty was invalid as the system had not been paid for.

WHEREFORE, Counter-Plaintiff requests that this honorable court enter judgment in favor of Counter-Plaintiffs, and against Counter-Defendant, for on-going monetary damages and punitive damages in an amount to be determined for libelous conduct by Counter-Defendant in it's false claims to Counter-Plaintiff's customers and the resulting damage to Counter-Plaintiff's image and customer goodwill. Further Counter-Plaintiff requests injunctive relief ordering Counter-Defendant to cease making such libelous statements, and further to contact all customers to whom Counter-Defendant made such false statements and inform them that it was actually Counter-Defendant's actions, not Counter-Plaintiff's, that resulted in the failure to honor the Counter-Defendant's stated warranty and additionally to provide a list of said customers to Counter-Plaintiff so that Counter-Plaintiff may; make reasonable efforts to verify that Counter-Defendant has corrected any misstatements, and, to attempt to re-establish a business relationship with such customers.

#### **COUNT IV UNFAIR TRADE PRACTICES**

Paragraphs 12 through 27 inclusive of the within Counter-Complaint are incorporated herein by reference as if set forth at length.

28. Counter-Defendant advertised and sold systems inclusive of a warranty that they refuse to honor, even on systems where payment is not in dispute.

29. Counter-Defendant, as documented in paragraphs 17 through 28 inclusive, has engaged in unfair business practices by offering a product with components specified by Counter-Defendant, including a warranty and in addition Counter-Defendant's warranty obligations for functionality as a whole have not been met in at least one instance. Counter Plaintiff refuses to rectify any of these problems.

30. About mid summer of 2000 Vollmer Rulong & Keating, P.C., the firm that Counter-Defendant has retained to collect the monies that Counter-Defendant claims are due it made contact with Counter-Plaintiff, on this occasion and several times since then Counter-Plaintiff has requested full verification and documentation of the amount stated by Counter-Defendant as due it, and at no time has such verification or documentation been provided to Counter-Plaintiff even though Counter-Defendant's representative stated that such documentation would be provided and further that such documentation is required by law.

31. A final attempt was made to contact Counter-Defendant's representative, specifically Pamela Royesky of Vollmer Rulong & Keating, P.C., and upon speaking to such representative Counter-Plaintiff did restate the events surrounding this matter, and an additional request was made to provide verification and documentation of Counter-Defendant's claim against Counter-Plaintiff. Additionally Counter-Plaintiff proposed a settlement offer, conditional on Counter-Defendant accepting return of the non-functional system. Additionally Counter-Defendant would reimburse Counter-Plaintiff for the price of parts and other expenses incurred in the performance of warranty repairs made on behalf of Counter-Defendant at Counter-Plaintiff's expense, and a written guarantee that Counter-Defendant would resume honoring it's stated warranty on the

systems that Counter-Plaintiff had purchased and resold to its customers, and finally that Counter-Defendant would provide information on the systems for which they had refused to cover warranty repairs and contact such persons or entities to notify such persons and/or entities that the warranty was indeed in force and that any error on the warranty status was on the part of the Counter-Defendant, not the Counter-Plaintiff. Counter-Defendant's representative agreed to provide Counter-Plaintiff with such documentation and verification, to discuss our settlement offer with Counter-Defendant and further to notify us as to Counter-Defendant's response to Counter-Plaintiff's settlement offer. Specific date and time of this conversation can be verified by long distance telephone bills, copies of which have been requested from Counter-Plaintiff's long distance telecommunications provider. The only subsequent communication received from Counter-Defendant, or its representatives, was the complaint filed against Counter-Plaintiff on or about December 4, 2000.

32. Counter-Plaintiff has exhausted all other means of enforcing its rights and therefor is left with no alternative but to turn to the courts to aid in the enforcement of Counter-Plaintiff's rights as well as the rights of Counter-Plaintiff's customers who have purchased one or more of Counter-Defendant's systems to receive what was to have been provided by Counter-Defendant. Counter-Plaintiff and its customers are entitled to computer system(s) that function and that will be repaired by Counter-Defendant or its agents at no charge to the customer, exclusive of shipping charges to return the system for repair or to return faulty components depending on the severity of the troubles encountered with such a system as per the terms of Counter-Defendant's warranty.

33. Counter-Plaintiff is also entitled to the requested supporting documentation from Counter-Defendant or its agents with respect to the amounts allegedly due Counter-Defendant

and the planned disposition of warranty claims present or future. No such documentation, other than the invoices, has been provided to date thereby proving, in conjunction with there refusal to honor their warranty for Counter-Plaintiff or, at a minimum, the first retail purchaser of their products, that Counter-Defendant has no intention of meeting the contracted terms of sale of their products.

34. Though the Pennsylvania Consumer Protection Law does not offer protection to Counter-Plaintiff directly, it does protect Counter-Plaintiff's customers and Counter-Defendant's actions pertaining to honoring it's warranties are a direct violation of Title 73 § 201-2 paragraph 4, item xiv. To wit "Unfair methods of competition" and "unfair or deceptive acts or practices" means any one or more of the following:

xiv. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;[.]

35. Counter-Defendant has demonstrated a clear and blatant disregard for law as well as their own terms of sale in their activities pertaining to, at a minimum, product warranties as outlined in this complaint.

WHEREFORE, Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant in the amount of the expenses incurred by Counter-Plaintiff in attempting to obtain cooperation from Counter-Defendant in meeting it's obligations, the expenses incurred in meeting Counter-Defendant's obligations where Counter-Plaintiff had a means to do so, and for the time and direct expenses in bringing this action. Finally Counter-Plaintiff requests judgment in it's favor and against Counter-Defendant for any other such real or punitive damages or relief

as this Honorable Court would deem to be just and appropriate as compensation to Counter-Plaintiff's and/or as deterrent to such behavior on the part of the Counter-Defendant in the future

By:

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

William R. Kaltwasser, Jr. Individually and  
As President & CEO of  
WRK Technologies, Inc.

DEFENDANT'S / COUNTER - PLAINTIFF'S EXHIBIT "1"



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## 5/3 Year Warranty PLUS

We warrant the Ultra PC's CPU chip and RAM to be free from defects in material and/or workmanship for a period of five (5) years from the date of original purchase. Parts and labor for all other components are covered for a period of three (3) years from the date of original purchase, except in cases where the manufacturer's warranty exceeds three years. In these cases the manufacturer's warranty will be honored. This warranty applies to original purchases made in the United States of America or Canada. **This warranty is not transferable from the original point of resale.**

During the stated warranty period, Infotel will repair, free of charge, any defects in material or workmanship which occur during normal use. Repair parts and replacement products shall be furnished at our discretion on an exchange basis and shall be either new or reconditioned. All replaced parts and products shall become our property.

Under the Ultra 5/3 Year PC Warranty PLUS, coverage will not apply to defects or damage resulting from:

- improper packing during return shipment to us;
- disasters such as floods, fires, winds, earthquakes or lightning;
- failure to provide the proper installation environment;
- peripherals or unauthorized attachments;
- service by an unauthorized service center;
- any other type of abuse, misuse or neglect;
- where the serial number or rating label has been removed, defaced or altered.

Requests for warranty service can be made by calling our Technical Support Line at (800) 728-8598 or Customer Service at (800) 728-8586. When calling, have the following information available: customer number, order number, a description of the problem and the Ultra part number.

If our technician determines that the product is defective and that the dealer should receive a replacement product under Infotel Distributing's **Express Parts Replacement Policy**, the product will be shipped to the dealer at our expense. In addition, the dealer will be given a Return Authorization (R.A.) number for the product which is being returned to us. This number should be clearly marked on the outside of the box. To secure the loan of the replacement part, the technician will ask for the dealer's P.O. number or American Express®, Discover®, VISA® or MasterCard® account number and expiration date. No charges will be applied to the account as long as the defective part is returned to Infotel Distributing within 14 days. The defective product should be shipped to

us freight prepaid and insured using the original box and packing materials (or equivalent).

If factory service is required, a Technical Support Representative will issue the dealer a Return Authorization (R.A.) number. This number should be clearly marked on the outside of the box. Valid proof of the date of the dealer's purchase, including the serial number of the product, may be required before warranty service is provided. The dealer is responsible for returning the product, properly packaged in its original container, or an equivalent, to the service center. Any postage, insurance or shipping costs incurred in presenting or sending the product for service is the sole responsibility of the dealer.

**Under no circumstances will Infotel Distributing be responsible for any incidental or consequential damages which may occur during use of the Ultra PC or as a result of the product's failure to perform. In all cases, the customer's sole remedy for a product failure is limited to a replacement product or, at Infotel Distributing's discretion, a refund not to exceed the original purchase price of the Ultra PC.**

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND INFOTEL DISTRIBUTING EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. Some states or provinces do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Some states or provinces do not allow limitations or exclusions of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to you.

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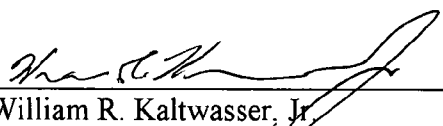
**Copyright © 2000, Infotel Distributing All Rights Reserved.**

**Disclaimer**

## VERIFICATION

I, William R. Kaltwasser, Jr., individually and as President and CEO of WRK Technologies, Inc., Defendant/Counter-Plaintiff herein, being duly authorized, by virtue of the position I hold, by the Corporate Board of Directors and the Corporate Bylaws of WRK Technologies, Inc. to represent the Corporation's interests in both business and legal matters, do hereby verify that the facts set forth in the foregoing answers to Complaint and Counter Claim are true and correct to the best of my knowledge, information and belief.

I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
William R. Kaltwasser, Jr.  
President and CEO  
WRK Technologies, Inc.  
t/d/b/a WRK Computer Systems



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COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR.  
i/t/a WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS

Defendant.

WILLIAM R. KALTWASSER, JR., individually  
And WRK TECHNOLOGIES, INC.,  
t/d/b/a WRK COMPUTER SYSTEMS

Counter-Plaintiff

vs.

INFOTEL DISTRIBUTING,

Counter-Defendant

No. 00-1506-CD

Type of Pleading:

Affidavit of Service – Amended Answers

Filed on Behalf of:

Defendant/Counter-Plaintiff

Filed by: William R. Kaltwasser, Jr.:

Individually and as

President and CEO of

WRK Technologies, Inc.

William R. Kaltwasser, Jr.  
Individually and as President and CEO  
WRK Technologies, Inc.  
112 McCracken Run Road  
Du Bois, PA 15801  
(814) 375-9130

**FILED**


JUL 25 2001

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

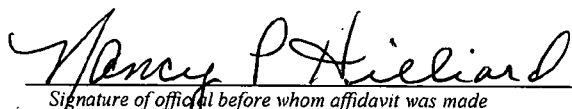
I, William R. Kaltwasser, Jr. hereby swear or affirm that on the 25<sup>th</sup> day of July,  
2001, a true and correct copy of the within Defendant's Answer & Counter Complaint was  
sent via Certified Mail, a copy of sender's receipt is hereto attached, to the following:

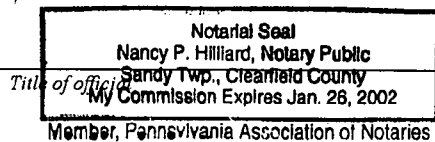
Vollmer Rulong & Keating, P.C.  
Attn: Pamela J. Royesky, Esquire  
Attorney for Plaintiff  
330 Grant Street  
Pittsburgh, PA 15219

  
\_\_\_\_\_  
William R. Kaltwasser, Jr.,  
President & CEO  
WRK Technologies, Inc.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 25 DAY OF July, 2001

  
\_\_\_\_\_  
Signature of official before whom affidavit was made



My Commission Expires \_\_\_\_\_, \_\_\_\_\_

**FILED**

JUL 25 2001  
0/3:56/wy  
William A. Shaw  
Prothonotary

( SENT TO ~~FILE~~  
E/c DEPT.

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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR., i/t/a  
WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

Defendants.

CIVIL ACTION - LAW

No. 00-1506-CD

**PLAINTIFF'S PETITION FOR RULE TO  
SHOW CAUSE WHY SETTLEMENT  
AGREEMENT SHOULD NOT BE ENFORCED**

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

**FILED**

MAR 25 2002

718457  
William A. Shaw  
Prothonetary

*Patty Royesky*  
*E*  
*KZ*

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

INFOTEL DISTRIBUTING,	)	Civil Action - Law
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
WILLIAM R. KALTWASSER, JR., i/t/a	)	
WRK COMPUTER SYSTEMS	)	
and WRK TECHNOLOGIES, INC., t/a	)	
WRK COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**PLAINTIFF'S PETITION FOR RULE TO SHOW CAUSE  
WHY SETTLEMENT AGREEMENT SHOULD  
NOT BE ENFORCED**

AND NOW comes Plaintiff, Infotel Distributing (hereinafter "plaintiff"), by its attorneys Vollmer Rulong & Keating, P.C., and Pamela J. Royesky, and submits the following Petition For Rule to Show Cause Why Settlement Agreement Should Not Be Enforced and avers as follows:

1. On or about December 4, 2000, Plaintiff, through its counsel, filed a Complaint against Defendant in the Court of Common Pleas of Clearfield County, Pennsylvania alleging that Defendant is liable to plaintiff for goods sold delivered by Plaintiff between on or about January 12, 2000 and February 24, 2000.
2. On or about January 3, 2001, William R. Kaltwasser, Jr. (hereinafter "Kaltwasser") filed a pro se Answer, New Matter and Counter Complaint on behalf of the corporation, WRK Technologies, Inc. A copy of Defendant's Answer, New Matter and Counter Complaint is attached hereto as Exhibit "1", pages 1 through 3.
3. On or about January 011, 2001, plaintiff filed Preliminary Objections to Defendant's Answer, New Matter and Counter Complaint for failure to conform to law or rule of court since the courts of this Commonwealth have consistently held that a corporation must appear in court only through an attorney admitted to practice before

the court.

4. On or about June 14, 2001, defendant consented to allow plaintiff to file an Amended Complaint to include William R. Kaltwasser, Jr., individually and trading as WRK Computer Systems as a party.

5. On or about July 20, 2001, defendant filed a pro se Answer, New Matter and Counter Complaint on behalf of himself (William R. Kaltwasser, Jr., individually and trading as WRK Computer Systems) and the corporation, WRK Technologies, Inc.

6. Prior to Plaintiff filing a responsive pleading to the above, the parties reached an agreement to settle plaintiff's claims against defendant.

7. More specifically, the defendant agreed to enter into a mutual release agreement that would terminate any and all pending claims between the parties.

8. A copy of plaintiff's counsel's correspondence dated November 21, 2001 and Joint Praecipe to Settle and Discontinue evidencing the above-referenced settlement agreement is attached hereto, made a part hereof and is marked as Exhibit "1".

9. Defendant has failed to execute and return the Joint Praecipe to Settle and Discontinue as of the date of this Petition.

10. Plaintiff has been required and will be required to spend considerable monies in expenses and costs and in retaining the services of an attorney to prepare and present the foregoing Petition.

WHEREFORE, plaintiff respectfully requests this Honorable Court to grant a rule on the defendant to show cause why the settlement agreement should not be enforced, and for this court to award attorney's fees to plaintiff's counsel pursuant to 42 Pa. C.S.A. section 2503 and any further relief as this Court may deem appropriate.

Respectfully submitted,  
VOLLMER RULONG & KEATING, P.C.

BY: 



# VOLLMER RULONG & KEATING, P.C.

Attorneys at Law

Suite 1212, The Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
Telephone: (412) 391-2121  
Facsimile: (412) 391-3578  
www.vollmerlaw.com

*Charles J. Vollmer*  
*Roger G. Rulong, Jr.*  
*John R. Keating \**  
*Pamela J. Royesky*

*\* Also admitted in West Virginia*

November 21, 2001

WRK Computer Systems  
Attn: William Kaltwasser, Jr.  
112 McCracken Run Road  
DuBois, PA 15801

**Our File No: 5290**

**In re:            Infotel Distributing**  
**Vs:                WRK Computer Systems**

Dear Mr. Kaltwasser:

This letter confirms our conversation of November 16, 2001 wherein you agreed to enter into a Mutual Release Agreement that will terminate any and all pending claims in the above matter. Please execute the enclosed Agreement and return the same to this office in the enclosed self-addressed stamped envelope. If you have any questions or concerns, please do not hesitate to contact me.

Yours very truly,  
VOLLMER RULONG & KEATING, P.C.

PJR/lb

Pamela J. Royesky  
proyesky@vollmerlaw.com

Ex. "1" p. 1

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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR., i/t/a  
WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

Defendant.

CIVIL ACTION - LAW

NO. 00-1506-CD

**JOINT PRAECIPE TO SETTLE  
AND DISCONTINUE WITHOUT  
PREJUDICE**

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

Ex. "1" p. 2

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

INFOTEL DISTRIBUTING,	)	Civil Action - Law
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
WILLIAM R. KALTWASSER, JR., i/t/a	)	
WRK COMPUTER SYSTEMS and	)	
WRK TECHNOLOGIES, INC., t/a	)	
WRK COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**JOINT PRAECIPE TO SETTLE AND DISCONTINUE**  
**AS TO ALL PARTIES AND CLAIMS WITHOUT PREJUDICE**

TO: PROTHONOTARY

Please settle and discontinue and satisfy the captioned matter as to all parties  
and claims without prejudice and mark it off of the docket.

Sworn to and Subscribed  
Before me this \_\_\_\_\_ day of  
November, 2001.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Respectfully submitted,  
VOLLMER RULONG & KEATING, P.C.

BY: \_\_\_\_\_  
Pamela J. Royesky, Esquire  
Attorneys for Plaintiff

Sworn to and Subscribed  
Before me this \_\_\_\_\_ day of  
November, 2001.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Respectfully submitted,  
WRK TECHNOLOGIES, INC.

BY: \_\_\_\_\_  
William Kaltwasser

Ex. "1" p. 3

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

INFOTEL DISTRIBUTING,	)	Civil Action - Law
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
BILL KALTWASSER i/t/a WRK	)	
COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

ORDER

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2002, upon consideration of the foregoing Petition, it is hereby ORDERED that a rule is issued upon the defendant to show cause why the plaintiff is not entitled to the relief requested. Defendant shall file a Reply to plaintiff's Petition for Rule to Show Cause Why Settlement Agreement Should Not be Enforced within twenty (20) days of the date of this Order. Further, the defendant shall pay to plaintiff, the plaintiff's reasonable attorney fees in preparing and presenting the foregoing petition in the amount of \$\_\_\_\_\_.

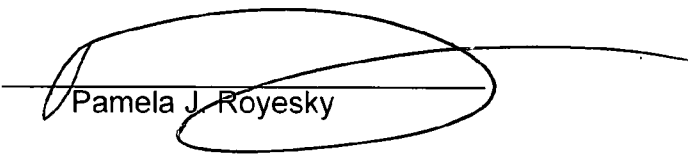
BY THE COURT

\_\_\_\_\_  
J.

**CERTIFICATE OF SERVICE**

I, the undersigned counsel do hereby certify that a true and correct copy of the foregoing Petition For Rule To Show Cause Why The Settlement Agreement Should Not Be Enforced was served this 18th day of March, 2002 by first class mail U.S. mail, postage prepaid addressed as follows:

WRK Computer Systems  
Attn: William Kaltwasser  
112 McCracken Run Road  
DuBois, PA 15801

  
Pamela J. Royesky

68

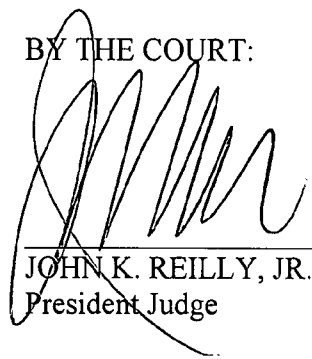
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

INFOTEL DISTRIBUTING :  
:   
vs. : No. 00-1506-CD  
:   
WILLIAM R. KALTWASSER, JR., :  
i/t/a WRK COMPUTER SYSTEMS :  
and WRK TECHNOLOGIES, INC., :  
t/a WRK COMPUTER SYSTEMS :


**ORDER**

AND NOW, this 27<sup>th</sup> day of March, 2002, upon consideration  
of Attorney Royesky's Petition for Rule to Show Cause Why Settlement Agreement  
Should not be Enforced, a Rule is hereby issued on the Defendant to appear and show  
cause why the Petition should not be granted. Rule Returnable the 8<sup>th</sup> day of  
May, 2002, at 2:30 P.M. in Courtroom No. 1,  
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
\_\_\_\_\_  
JOHN K. REILLY, JR.  
President Judge

**FILED**

MAR 27 2002  
01/22/2cc atty. Royesky.  
William A. Shaw  
Prothonotary  


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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR., i/t/a  
WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

Defendants.

CIVIL ACTION - LAW

No. 00-1506-CD

**AFFIDAVIT OF SERVICE**

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

**FILED**

APR 01 2002

m/1116pm rdc

William A. Shaw  
Prothonotary

*[Signature]*  
K2A

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

INFOTEL DISTRIBUTING,	)	Civil Action - Law
	)	
Plaintiff,	)	
	)	No. 00-1506-CD
vs.	)	
	)	
WILLIAM R. KALTWASSER, JR., i/t/a	)	
WRK COMPUTER SYSTEMS	)	
and WRK TECHNOLOGIES, INC., t/a	)	
WRK COMPUTER SYSTEMS,	)	
	)	
Defendant.	)	

**AFFIDAVIT OF SERVICE**

I, Pamela J. Royesky do hereby certify that a true and correct copy of the Order of Court dated March 27, 2002, was served on Defendant by mailing the same on March 28, 2002 by regular and certified mail return receipt requested (receipt number 7001 1940 0004 9099 1370) to his last known address of 112 McCracken Run Road, Dubois, PA 15801. It is therefore averred that service was made on or about **March 29, 2002**. The address of the Defendant is as follows:


William Kaltwasser, Jr.  
WRK Computer Systems  
112 McCracken Run Road  
Dubois, PA 15801

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE THE SUBJECT OF THE PENALTIES OF PERJURY PURSUANT TO 18 PA. C.S. §4909, RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Dated: March 28, 2002

VOLLMER RULONG & KEATING, P.C.

BY:

  
Pamela J. Royesky, Esquire



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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR., i/t/a  
WRK COMPUTER SYSTEMS  
and WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

Defendant.

CIVIL ACTION - LAW

NO. 00-1506-CD

**JOINT PRAECIPE TO SETTLE  
AND DISCONTINUE WITHOUT  
PREJUDICE**

FILED ON BEHALF OF PLAINTIFF

INFOTEL DISTRIBUTING

COUNSEL OF RECORD FOR THIS  
PARTY:

Pamela J. Royesky, Esquire  
PA ID. NO. 77011

VOLLMER RULONG & KEATING, P.C.  
Suite 1212 - Grant Building  
330 Grant Street  
Pittsburgh, PA 15219  
(412)391-2121  
(412)391-3578 fax

Firm ID. No. 916

**FILED**

JUN 28 2002

William A. Shaw  
Prothonotary

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

INFOTEL DISTRIBUTING,

Plaintiff,

vs.

WILLIAM R. KALTWASSER, JR., i/t/a  
WRK COMPUTER SYSTEMS and  
WRK TECHNOLOGIES, INC., t/a  
WRK COMPUTER SYSTEMS,

Defendant.

) Civil Action - Law

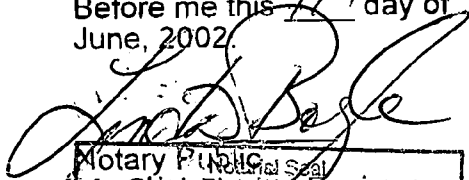
) No. 00-1506-CD

**JOINT PRAECIPE TO SETTLE AND DISCONTINUE**  
**AS TO ALL PARTIES AND CLAIMS WITHOUT PREJUDICE**

TO: PROTHONOTARY

Please settle and discontinue and satisfy the captioned matter as to all parties  
and claims without prejudice and mark it off of the docket.

Sworn to and Subscribed  
Before me this 14 day of  
June, 2002.

  
Notary Public Seal  
My Commission Expires:  
Pittsburgh, Allegheny County  
My Commission Expires June 2, 2003

Member, Pennsylvania Association of Notaries  
Sworn to and Subscribed  
Before me this 18 day of  
June, 2002

  
Notary Public  
My Commission Expires:

Notarial Seal  
Melinda J. Verne, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires July 26, 2005  
Member, Pennsylvania Association of Notaries

Respectfully submitted,  
VOLLMER RULONG & KEATING, P.C.

BY:   
Pamela J. Royesky, Esquire  
Attorneys for Plaintiff

Respectfully submitted,  
WILLIAM R. KALTWASSER, JR., i/t/a WRK  
COMPUTER SYSTEMS and WRK  
TECHNOLOGIES, INC., t/a WRK COMPUTER  
SYSTEMS

BY:   
William Kaltwasser

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Infotel Distributing

Vs.

No. 2000-01506-CD

Bill Kaltwasser Jr., i/t/a  
WRK Computer Systems and  
WRK Technologies, Inc., t/a  
WRK Computer Systems

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County  
and Commonwealth aforesaid do hereby certify that the above case was on June 28,  
2002 marked:

Settle and Discontinue without prejudice.

Record costs in the sum of \$80.00 have been paid in full by Pamela Royesky, Esquire .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at  
Clearfield, Clearfield County, Pennsylvania this 28th day of June A.D. 2002.



---

William A. Shaw, Prothonotary