

01-175-CD  
BRAD WELLS et al -vs- WILLIAM KALTWASSER JR.

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Clearfield County

## JUDICIAL DISTRICT

46th

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-175-CO

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	Wells, Brad and Karen			MAG. DIST. NO. OR NAME OF D.J.	
ADDRESS OF APPELLANT	237 Ohio Street			CITY	
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	Reynoldsville			STATE
1/09/01	Wells, Brad and Karen				PA
CLAIM NO.	CV-0000755-00			ZIP CODE	
LT 19				15851	
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.			If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.		
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.					
Signature of Prothonotary or Deputy					

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. 01-175-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
 Signature of appellant or his attorney or agent

**RULE:** To \_\_\_\_\_, appellee(s).  
 Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 1, 2001

\_\_\_\_\_  
 Signature of Prothonotary or Deputy

**FILED**

FEB 01 2001  
 01354:atty Pothoven  
 William A. Shaw  
 Prothonotary  
 pd \$50.00  
 cc to atty

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CLEARFIELD

Mag. Dkt. No.: **46-3-01**  
 C/o Name: Hon. **PATRICK N. FORD**  
 Address: **109 NORTH BRADY STREET**  
**P.O. BOX 452**  
**DUBOIS, PA**  
 Telephone: **(814) 371-5321** 15801

**BRAD & KAREN WELLS**  
**237 OHIO STREET**  
**REYNOLDSVILLE, PA 15851**

NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE

PLAINTIFF: NAME AND ADDRESS

**WELLS, BRAD & KAREN**  
**237 OHIO STREET**  
**REYNOLDSVILLE, PA 15851**

VS.  
 DEFENDANT: NAME AND ADDRESS  
**KALTWASSER JR., WILLIAM**  
**112 MCCRACKEN RUN**  
**DEA WRK COMPUTER SYSTEMS**  
**DUBOIS, PA 15801**

Docket No.: **CV-0000755-00**  
 Date Filed: **10/30/00**

## THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **WALTWASSER JR., WILLIAM**

Judgment was entered against: (Name) **BRAD & KAREN**

In the amount of \$ **.00** on: (Date of Judgment) **1/09/01**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed. \_\_\_\_\_

Objection to levy has been filed and hearing will be held: \_\_\_\_\_

Amount of Judgment	\$	00
Judgment Costs	\$	00
Interest on Judgment	\$	00
Attorney Fees	\$	00
Total	\$	00

Post Judgment Credits	\$	00
Post Judgment Costs	\$	00

Certified Judgment Total	\$	00
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Date: \_\_\_\_\_ Place: \_\_\_\_\_

Time: \_\_\_\_\_

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

1-9-01 Date Patrick N. Ford PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the Judgment  
 Date \_\_\_\_\_, District Justice \_\_\_\_\_

My commission expires first Monday of January,

2006

SEAL



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

BRAD and KAREN WELLS, husband :  
and wife, : No. 175, 2001, CD  
Plaintiffs :  
v. : Type of Pleading:  
WILLIAM KALTWASSER, JR., : Affidavit Of Service  
Defendant :  
: Filed on Behalf of:  
: Plaintiffs  
: Counsel of Record for  
: this Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID #72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814) 653-2243

FILED

FEB 07 2001  
M 13:10:11ccatty  
William A. Shaw  
Prothonotary Pothoven  
E  
KCB

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)*

**COMMONWEALTH OF PENNSYLVANIA**

COUNTY OF CLEARFIELD : 33

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 175, 2001, CD, upon the District Justice designated therein on (date of service) February 6, 2001,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) William Kaltwasser, Jr., on February 6, 2001  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
6TH FEBRUARY 2001  
THIS \_\_\_\_ DAY OF XX

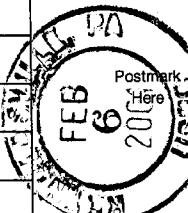
Lodi A. Anderson  
Signature of official before whom affidavit was made

*Signature of official before whom affidavit was made*

10

My commission expires on **April 1, 18** **ex. 2003**

Notarial Seal  
Jodi A. Anderson, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Apr. 19, 2003  
Member, Pennsylvania Association of Notaries

<p style="text-align: center;"><b>U.S. Postal Service</b>  <b>CERTIFIED MAIL RECEIPT</b>  <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p>											
<p>Article Sent To:</p> <p><b>WILLIAM KALTWASSER, JR</b></p>											
<p>0981 2252 2001 0000 0000 3400 0000 9991</p>	<table border="1"> <tr> <td>Postage</td> <td>\$ 34</td> </tr> <tr> <td>Certified Fee</td> <td>1. 90</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>1. 50</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td><b>Total Postage &amp; Fees</b></td> <td><b>\$ 3.74</b></td> </tr> </table>	Postage	\$ 34	Certified Fee	1. 90	Return Receipt Fee (Endorsement Required)	1. 50	Restricted Delivery Fee (Endorsement Required)		<b>Total Postage &amp; Fees</b>	<b>\$ 3.74</b>
	Postage	\$ 34									
	Certified Fee	1. 90									
	Return Receipt Fee (Endorsement Required)	1. 50									
Restricted Delivery Fee (Endorsement Required)											
<b>Total Postage &amp; Fees</b>	<b>\$ 3.74</b>										
											
<p>Name (Please Print Clearly) (to be completed by mailer)  <b>WILLIAM KALTWASSER, JR.</b></p>											
<p>Street, Apt. No., or P.O. Box No.  <b>112 MCCRACKEN RUN; DBA WRK COMPUTER SYSTEMS</b>  City, State, ZIP+4  <b>DUBOIS PA 15801</b></p>											

George P. Pothole Signature of affiant

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

Article Sent To: **PATRICK FORD, DISTRICT JUSTICE**

Postage	\$ ,34
Certified Fee	1. 90
Return Receipt Fee (Endorsement Required)	1. 50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.74

**PA**  
Postmark  
Here  
**FEB 6 2001**  
**U.S.P.O.**

Name (Please Print Clearly) (to be completed by mailer)  
**PATRICK FORD, DISTRICT JUSTICE**  
 Street, Apt. No.; or PO Box No.  
**109 N. BRADY STREET**  
 City, State, ZIP+4  
**DUBOIS PA 15801**

See Reverse for Instructions

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
Clearfield County  
JUDICIAL DISTRICT

4671

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01175 (6)

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Hells, Brad and Karen	45 - 3 - 01		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
237 Chio Street	Reynoldsville	PA	15851
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
1/09/01	Hells, Brad and Karen vs. Saltwasser Jr., William		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV:19-CV-0000755-00 LT 19	<i>Mary A. Potwin</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 01175 (6)) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

**RULE:** To \_\_\_\_\_, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 1, 2001

Signature of Prothonotary or Deputy

True  
Original

FEB 01 2001

Attest.

*William Ober*  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD  
109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**WELLS, BRAD & KAREN  
237 OHIO STREET  
REYNOLDSVILLE, PA 15851**

NAME and ADDRESS

DEFENDANT:

**KALTWASSER JR, WILLIAM  
112 MCCRACKEN RUN  
DBA WRK COMPUTER SYSTEMS  
DUBOIS, PA 15801**

VS.

NAME and ADDRESS

**KALTWASSER JR, WILLIAM  
112 MCCRACKEN RUN  
DBA WRK COMPUTER SYSTEMS  
DUBOIS, PA 15801**

Docket No.: **CV-0000755-00**  
Date Filed: **10/30/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

*01/175 CO*

Judgment was entered for: (Name) **KALTWASSER JR, WILLIAM**

Judgment was entered against: (Name) **WELLS, BRAD & KAREN**

in the amount of \$ **.00** on: (Date of Judgment) **1/09/01**

Defendants are jointly and severally liable.

(Date & Time) \_\_\_\_\_

Damages will be assessed on:

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>

This case dismissed without prejudice.

Post Judgment Credits	\$ <b>.00</b>
Post Judgment Costs	\$ <b>.00</b>
<b>=====</b>	
<b>Certified Judgment Total</b>	\$ <b>.00</b>

Amount of Judgment Subject to  
Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed.

Objection to levy has been filed and hearing will be held:

Date:	Place:
Time:	

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

*1-9-01* Date *Patrick N. Ford PNF*

District Justice

**FILED**

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_

District Justice

*Feb 12, 2001*

*m18.51am*

My commission expires first Monday of January,

**2006**

William A. Shaw  
SEAL  
Prothonotary

COUNTY OF: CLEARFIELD

Mag. Dist. No.: 46-3-01

DJ Name: Hon. Patrick Ford

Address: 107 North Brady Street  
DuBois, PA 15801

Telephone: 1814/371-5321

PLAINTIFF

Karen and Brad Wells  
237 Ohio Street  
Reynoldsville, PA 15851

NAME and ADDRESS

DEFENDANT:

William Kaltwasser, Jr.  
d/b/a WRK Computer Systems  
112 McCracken Run Road  
DuBois, PA 15801

VS.

NAME and ADDRESS

Docket No.: DV 755-00  
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ 50 -	/ /
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 695.17 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

On April 3, 2000 we took our computer to Defendant's place of business to add on additional memory. Defendant failed to follow manufacturer specifications, resulting in the computer's failure to work properly. Defendant further refused to honor its warranty, charging for repairs, then later refusing to make additional repairs.

Plaintiffs request: 1) refund of all monies paid to Defendant, namely \$588.20; 2) reimbursement of costs Plaintiffs incurred to have another company repair the computer, namely \$106.97; and 3) reimbursement of costs.

We

xx Karen Wells and Brad Wells verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. S.C.A. § 4904) related to unsworn falsification to authorities.

Karen D. Wells  
(Signature of Plaintiff or Authorized Agent)  
Bradley D. Wells

Plaintiff's  
Attorney:

Address:

Telephone:

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow.

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175 C.D.  
:  
v.  
:  
: Type of Case:  
:  
WILLIAM KALTWASSER, JR. : Type of Pleading: Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of: Plaintiffs  
:  
: Counsel for This Party:  
: Mary L. Pothoven, Esquire  
: Supreme Court ID No.: 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814) 653-2243

**FILED**

AUG 03 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, :  
wife and husband, :  
Plaintiffs : No. C.D.  
: Civil Action - Law  
v. :  
: WILLIAM KALTWASSER, JR. :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE PAGES FOLLOWING, 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 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 OR KNOW 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 HELP.

KEYSTONE LEGAL SERVICES, INC.  
211 1/2 E. LOCUST STREET  
CLEARFIELD, PA 16830  
(814) 765-9646

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

KAREN WELLS and BRAD WELLS, :  
wife and husband, :  
Plaintiffs : No. C.D.  
v. : Civil Action - Law  
: :  
WILLIAM KALTWASSER, JR. :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : :

COMPLAINT

AND NOW, this 31<sup>st</sup> day of July, 2001, come the Plaintiffs,  
by and through their attorney, Mary L. Pothoven, Esquire, and  
brings the following action:

1. The Plaintiffs, Karen and Brad Wells, wife and husband,  
are sui juris adults residing at 237 Ohio Street, Reynoldsville,  
Jefferson County, Pennsylvania 15851.

2. The Defendant herein is William Kaltwasser, Jr., t/d/b/a  
WRK Computer Systems, having as his principle place of business  
at 112 McCracken Run Road, DuBois, Clearfield County,  
Pennsylvania 15801.

3. Defendant, is in the business of servicing and repairing  
computers, including personal computers.

4. On or about April 3, 2000, Plaintiffs took their IBM  
Aptiva, to Defendant's place of business for the purposes of  
having the computer's memory expanded.

5. Plaintiffs' computer, as originally manufactured, had  
only 3GB hard drive memory.

6. Defendant, by and through his technicians, advised Plaintiffs it was possible to expand the memory on Plaintiffs' computer up to 20GB.

7. Defendant advised Plaintiffs of difficulty installing the 20GB expanded memory due to the fact Plaintiffs' computer had Windows 95 rather than the upgraded Windows 98. It was Defendant's recommendation they install Windows 98 to complete the installation of the expanded memory.

8. Based upon representations made to Plaintiffs, Plaintiffs agreed to have Defendant's company install Windows 98 on their computer and delete Windows 95.

9. Defendant gave a written warranty guaranteeing the parts installed were satisfactorily installed under condition of normal use for a period of 90 days after date of repair. A copy of the invoice setting forth the Original order for a 20GB upgrade, the additional upgrade to Windows 98 and the warranty is attached hereto and incorporated herein by reference as a fully set forth as Exhibit "A".

10. Plaintiffs picked up their computer from Defendant on April 8, 2000 and paid Defendant in full for the services as set forth on the invoice attached hereto as Exhibit "A".

11. Almost immediately after receiving their computer back, Plaintiffs began experiencing problems with the computer's functioning, including but not limited to the sound not working requiring the user to go into the volume control panel to turn the volume back up; the sound balance being off balance; and the base control completely failing to work.

12. Plaintiffs contacted IBM for assistance in adjusting the problems set forth in Paragraph #11 above relative to the sound.

13. IBM technicians advised Plaintiffs the make and model of the Aptiva Computer Plaintiffs' owned, the maximum memory recommended for their computer was only 8.64GB. A copy of the manufacturer's specifications is attached hereto as Exhibit "B" and is incorporated herein by reference as though set forth in full.

14. In addition, Plaintiffs discovered in talking with the IBM technician it was technically possible to expand the memory up to 20GB with the use of free BIOS, however, in order to put on the free BIOS to expand the memory to 20GB, it would be necessary to remove rapid resume from their computer.

15. On or about April 12, 2000, Plaintiffs returned their computer to WRK Computer Systems where it was discovered the WRK's technicians had failed to disable the rapid resume. WRK technicians had no explanation for the sound problems Plaintiffs were experiencing and failed to fix them.

16. On or about April 14, 2000, while running diagnostic discs which came with Plaintiffs' computer, the C and D drives disappeared completely and Plaintiffs were unable to access Windows 98 program.

17. Plaintiffs again returned their computer to WRK Computer Systems, who reinstalled the 20GB hard drive and the Windows 98 program. As the warranty was still in effect, WRK did not charge for this service. A copy of the invoice dated April

17, 2000, is attached hereto as Exhibit "C" and incorporated herein by reference as though set forth in full.

18. Following the April 17, 2000 repair, Plaintiffs discovered the sound on their computer was still not working properly again necessitating Plaintiffs to open up the sound files in order to correct the problems. In so doing, the computer prompted installation of the diagnostic disk which came with the computer from the original manufacturer. When the Plaintiffs installed the diagnostic CD the computer lost all sound.

19. Plaintiffs again took their computer back to WRK Computer Systems to have their sound reinstalled. When Plaintiffs picked up their computer following the reinstallation of the sound, Plaintiffs were presented with an invoice dated April 26, 2000 showing paying due in the amount of \$79.50. A copy of the April 26, 2000 invoice is attached hereto as Exhibit "D" and is incorporated herein by reference as though set forth in full.

20. Plaintiffs protested the bill given that the computer was under the 90 day warranty from the initial upgrade made on the computer by WRK Computer Systems.

21. Defendants refused to release Plaintiffs' computer until the invoice was paid in full alleging it was Plaintiffs' fault the sound was lost rather than due to any actions taken on part of WRK technicians.

22. After Plaintiffs paid the \$79.50 and took their computer home, the computer continued to have problems with the

sound, the base controls did not work properly and, now, the Plaintiffs were unable to run various programs they had on their computer prior to WRK Computer Systems expanding their memory.

23. Plaintiffs made numerous telephone calls to Defendant, specifically leaving messages for the owner, William Kaltwasser, regarding ongoing problems with Plaintiffs' computer. Defendant failed and refused to return any of Plaintiffs' calls and failed and refused to perform any additional service on Plaintiff's computer despite the fact the computer was still under the original 90 day warranty.

24. Subsequently, the problems with the computer expanded in that the computer system would no longer boot up and the computer was completely useless. Again, WRK Computer Systems would not return Plaintiffs' calls and refused to discuss any additional problems relative to the computer with Plaintiffs in this matter.

25. As a result of Defendant's refusal to honor their warranty and effectuate repairs to Plaintiffs' computer, it was necessary for Plaintiffs to take their computer to CompUSA Technical Services to have their computer fixed.

26. It was necessary for CompUSA technicians to remove the 20GB hard drive installed by WRK Computer Systems, reinstall the Original 3GB hard drive and the Original Windows 95.

27. CompUSA charged the Plaintiffs \$106.97 to correct the problems with the computer.

28. Attached hereto is a copy of the invoice from CompUSA as Exhibit "E" and is incorporated herein by reference as though set forth in full.

29. After the repairs effectuate on Plaintiffs' computer by CompUSA, Plaintiffs computer has worked perfectly, as it had prior to WRK Computer Systems installing the 20GB hard drive.

WHEREFORE, Plaintiffs respectfully request the Court grant them the following relief:

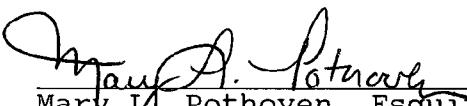
1. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems refund all monies paid to Defendant in the amounts of \$508.70 and \$79.50, said amounts totalling \$588.20;

2. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, reimburse Plaintiffs the \$106.97 they paid to CompUSA to repair their computer;

3. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, be ordered to pay all of Plaintiffs' costs associated with this suit; and

4. All such other relief as this Court deems just and proper.

Date: 7/31/01

  
\_\_\_\_\_  
Mary I. Pothoven, Esquire  
Attorney for Plaintiffs

V E R I F I C A T I O N

I, Karen Wells, verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

  
Karen Wells

V E R I F I C A T I O N

I, Brad Wells, verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

Brad Wells  
Brad Wells

QTY.	DESCRIPTION	PRICE	AMOUNT
1	IBM 20 GB HDD	209.95	
1	WIN 98 UPG.	119.95	

# WRK COMPUTER SYSTEMS

112 McCracken Run Rd., DuBois, PA 15801  
 Voice (814) 375-9130 Fax (814) 375-9173  
 137 Main St., Brookville, PA 15825  
 Voice (814) 849-0591 Fax (814) 849-0529

TRUST THE EXPERIENCE

DATE 4-3-00

NAME KAREN WELLS	4067
ADDRESS 237 OHIO STREET	
CITY REYN.	PHONE 653-2715
MAKE IBM	MODEL Optua
SERIAL NO. 15Q1768R1Q3	DATE PROMISED
<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input checked="" type="checkbox"/> CONTRACT	

NATURE OF SERVICE  
 add 20gb to primary drive,  
 not the secondary drive

UPGRADE TO WIN 98

RESIZE & MOVE PARTITIONS

Pd J# 1041

J.S.

	TOTAL MATERIALS	329.90
TECHNICAL SERVICE TIME:	<input checked="" type="checkbox"/> SHOP <input type="checkbox"/> HOME	2 HRS
<input type="checkbox"/> PICK UP OR DELIVER	<input type="checkbox"/> SERVICE CALL CHARGE	150.00
TECHNICIAN J.S.		479.90
DATE COMPLETED 4/8/00	TAX	28.80
	CASH ON COMPLETION OF WORK	<b>TOTAL 508.70</b>

Guaranty on other side

COPY

Ex #4 THANK YOU

Signature above constitutes acceptance of above work as being satisfactory and that equipment has been left in good condition

Karen Wells

## OUR GUARANTY

"This invoice shows charges for this repair job only. We guarantee only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND. EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guarantee with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets

## PROMISSORY NOTE

\$ \_\_\_\_\_ Date \_\_\_\_\_

For Value Received, I, \_\_\_\_\_

Promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_ per centum per annum, from date payment is due.

L.S.

(FOR SIGNATURE OF CUSTOMER)

L.S.

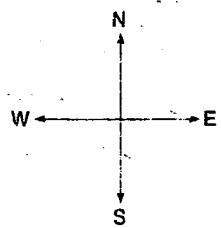
(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

\_\_\_\_\_  
(WITNESS)



Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT. NO.

COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS \_\_\_\_\_

RECEIVED BY \_\_\_\_\_





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My Page

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Help

Support

Worldwide PC Support

Warranty Status Lookup

Quick Path

Enter type-model  Go

Survey

## Aptiva - Maximum hard drive size matrix

### Applicable Countries

Worldwide

### Service Hints & Tips

This is not intended to be a comprehensive list of specific drive manufacturers and models, but rather a general listing of the maximum drive size supported by the system assuming the drive meets the required geometry specifications.

In all cases below the the system should be at the latest BIOS level when applicable.

Program	BIOS Level	Geometry	HD Heads	Maximum Size	Rapid Resume Support
2144/2168 SL-C (Cirrus 5430 Video)	Any	CHS	Any	4GB	Yes
2144/2168 SL-C (Cirrus 5426/5428 video)	Any	CHS	Any	4GB	Yes
2144 SL-D	Any	CHS	Any	4GB	
2144/2168 SL-H (Trident video)	BGO_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-H (Cirrus Video)	BO2_0V	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Trident video)	BG2_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Cirrus)	BO3_0G	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes

video)							
2134/2176 (ATI Video)	BST_4G 	CHS	16	4.2GB (1)	Yes		
			<16	7.9GB	Yes		
		LBA	16	8.4GB	Yes (2)		
			<16	8.4GB	Yes (2)		
2159		CHS	16	4.2GB (1)	Yes		
			<16	7.9GB	Yes		
		LBA	16	8.4GB	Yes (2)		
			<16	8.4GB	Yes (2)		
2134/2176 (SIS Video)	BFL_4L 	CHS	16	4.2GB (1)	Yes		
			<16	7.9GB	Yes		
		LBA	16	8.4GB	Yes (2)		
			<16	8.4GB	Yes (2)		
2161/2162	BVA_4I 	CHS	16	4.2GB (1)	Yes		
			<16	7.9GB	Yes		
		LBA	16	8.4GB	Yes (3)		
			<16	8.4GB	Yes		
2140/2142 (Trident video)	BSW_4F 	CHS	Any	7.9GB	No		
			LBA	Any	127GB	No	
		CHS	Any	7.9GB	No		
			LBA	Any	127GB	No	
2136	Any	LBA	Any	8.4GB	No		
2137	Any	LBA	Any	8.4GB	No		
2138	Any	LBA	Any	127GB	No		
2139							
2153							
2156							
2158							
2163							
2164							
2165							
2170							
2171							
2172							
2173							
2174							
2187							
2190							
2199							

(1) -- Any disk larger than 4.2G with 16 heads is forced to LBA mode.

(2) -- No disk larger than 4.2G running in LBA mode will support Rapid Resume.

(3) -- No disk larger than 4.2G will support Rapid Resume.

**Note:** Only drives supplied with the system or IBM-supplied field replacement units are supported by IBM. Other factors (such as the operating system used) may affect the compatibility and/or performance of a particular drive with your system. Please examine the Statement of Limited Warranty supplied with your system.

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[Worldwide Support](#)

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Document ID: DETR-3ULLPZ

Last Modified: 2000-05-05

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## WRK COMPUTER SYSTEMS

112 McCracken Run Rd., DuBois, PA 15801  
Voice (814) 375-9130 Fax (814) 375-9173  
137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529

**TRUST THE EXPERIENCE**

DATE 4/17/00

NAME <b>KAREN WELLS</b>	<b>4084</b>	
ADDRESS <b>237 OHIO STREET</b>		
CITY <b>REYN.</b>	PHONE <b>653-2715</b>	DATE OF ORIGINAL INSTALLATION
MAKE <b>IBM</b>	MODEL <b>APTIVA</b>	<input type="checkbox"/> ESTIMATE <input checked="" type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT
SERIAL NO. <b>1521768R123</b>	DATE PROMISED	

NATURE OF SERVICE

PARTITIONS D & E DISAPPEARED

- DRIVE COPIED OLD DRIVE
- UPGRADED TO 98
- RESIZED PARTITIONS
- SAME WORK AS PREVIOUS PRO

TOTAL MATERIALS		
TECHNICAL SERVICE TIME: <input type="checkbox"/> SHOP <input type="checkbox"/> HOME		
<input type="checkbox"/> PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE		
TECHNICIAN <u>JS.</u>		
DATE COMPLETED <u>4/17/00</u>		TAX <u>N/A</u>
<b>CASH</b> ON COMPLETION OF WORK		<b>TOTAL</b>
SIGNATURE <u>John S. Miller</u>		

Guaranty on other side

COPY

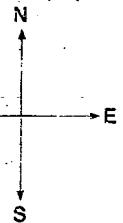
Ex "C" THANK YOU

**Signature above constitutes acceptance of above work as being satisfactory and that equipment has been left in good condition**

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.

## OUR GUARANTY

"This invoice shows charges for this repair job only. We guaranty only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY, OR GUARANTY, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guaranty with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."



Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets.

## PROMISSORY NOTE

\$ \_\_\_\_\_ Date \_\_\_\_\_

For Value Received, I, \_\_\_\_\_

Promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_  
per centum per annum, from date payment is due.

COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT NO.
----------------	----------------	-------	---------

COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS: \_\_\_\_\_

SIGNED AND SEALED IN THE PRESENCE OF:

RECEIVED BY -

(WITNESS)

QTY. DESCRIPTION PRICE AMOUNT

ATTN - SOME PROGRAMS  
ON THE RECOVERY CD ARE  
NOT COMPATIBLE WITH  
WINDOWS 98. INSTALL  
THEM AT YOUR OWN RISK.

Paid  
Check # 4058

# WRK COMPUTER SYSTEMS

112 McCracken Run Rd., DuBois, PA 15801  
Voice (814) 375-9130 Fax (814) 375-9173  
137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529  
TRUST THE EXPERIENCE

DATE 4/26/2000

NAME	KAREN WELLS	
ADDRESS	237 OHIO STREET	
CITY	REYN	PHONE 653-2715
MAKE	IBM	MODEL APTIVA
SERIAL NO.	1521768R123	
DATE PROMISED		
NATURE OF SERVICE - NO SOUND -		
<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT		

4094

NUMBER LOCK & CAP LOCK ONLY SOUND  
MWAVE CARD  
- RE-INSTALLED MWAVE DRIVERS  
(SEE BACK FOR DETAILS)

TOTAL MATERIALS		
TECHNICAL SERVICE TIME: <input checked="" type="checkbox"/> SHOP <input type="checkbox"/> HOME 1 HR		
<input type="checkbox"/> PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE 75 00		
TECHNICIAN	J.S.	
DATE COMPLETED	4/28/00	
TAX 4 50		
CASH	ON COMPLETION OF WORK	<b>TOTAL 79 50</b>
TOTAL MATERIALS		
SIGNATURE <i>Brad Wells</i>		

Guaranty on other side

COPY

Ex'D" K YOU

Signature above constitutes acceptance of above work as being satisfactory and that equipment has been left in good condition



CompUSA #224, Phone 412-825-0414  
3480 Will.Penn Hwy Wilk.Twp PA 15235

175621

DESKTOP LABOR - FL	99.97	T
**** TAX	7.00	BAL
VF	Personal Check	106.97
CHANGE	.00	

ITEMS SOLD = 1  
9/18/00 15:34 0224 16 0012 231068

SEE BACK OF RECEIPT FOR DETAILED  
RETURN POLICY.  
~ NO REFUND OR EXCHANGE AFTER 14 DAYS  
~ NO REFUND WITHOUT ORIGINAL RECEIPT  
~ A 15% OPEN BOX FEE WILL BE CHARGED  
FOR OPENED ITEMS \*  
~ OPENED SOFTWARE, MOVIES, VIDEOS,  
AND GAME CARTRIDGES MAY ONLY BE  
EXCHANGED FOR SAME ITEM \*  
~ SPECIAL RESTRICTIONS FOR REFUNDS  
IN EXCESS OF \$250.00 AND REFUNDS  
MADE TO CREDIT CARDS \*  
\* SEE BACK FOR FULL DETAILS

SHOP FROM HOME AND OFFICE AT  
[WWW.COMPUSA.COM](http://WWW.COMPUSA.COM)

Thank you for shopping at CompUSA  
The Computer Superstore

Ex"E"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11335

WELLS, KAREN & BRAD

01-175-CD

VS.

KALTWASSER, WILLIAM t/d/b/a WRK COMPUTER SYSTEMS

COMPLAINT

**SHERIFF RETURNS**

NOW AUGUST 17, 2001 AT 11:12 AM DST SERVED THE WITHIN COMPLAINT ON WILLIAM KALTWASSER JR. t/d/b/a WRK COMPUTER SYSTEMS, DEFENDANT AT EMPLOYMENT, 112 McCACKEN RUN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AUTUMN BRYON, P.I.C. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER/SHULTZ

---

Return Costs

Cost	Description
31.03	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

23<sup>rd</sup> Day Of August 2001  
William A. Shaw

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

So Answers,

Chesler Hawkins  
My Mandy Harr  
Chester A. Hawkins  
Sheriff

**FILED**  
010:43 AM  
AUG 23 2001  
  
William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading: Notice Of  
: Praeclipe To Enter Entry Of  
WILLIAM KALTWASSER, JR., : Judgment By Default  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

**SEP 2 2001**

William A. Shaw  
Solicitor

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading:  
: Certificate Of Service  
WILLIAM KALTWASSER, JR., :  
DBA WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

SEP 2 0 2001

William A. Shaw  
Prothonotary

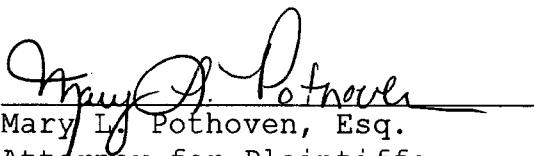
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KAREN WELLS and BRAD WELLS,	:	CIVIL DIVISION
wife and husband,	:	
Plaintiffs	:	No. 01-175-CD
	:	
v.	:	
	:	
WILLIAM KALTWASSER, JR.,	:	
t/d/b/a WRK COMPUTER SYSTEMS,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Notice Of Praeclipe To Enter Entry Of Judgment By Default was served on William Kaltwasser, Jr., t/d/b/a WRK Computer Systems, by mailing a copy to him at his address of 112 McCracken Run Road, DuBois, PA 15801, on September 19, 2001, by regular mail, postage prepaid.

Date: 9/19/01

  
\_\_\_\_\_  
Mary L. Pothoven, Esq.  
Attorney for Plaintiffs

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs :  
: No. 01-175-CD  
: :  
v. : Type of Pleading:  
: Praeclipe For Entry Of  
WILLIAM KALTWASSER, JR., : Judgment By Default  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
: :  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

OCT 02 2001

William A. Shaw  
Notary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT**

To the Prothonotary:

Please enter judgment of default in favor of Plaintiffs, Karen Wells and Brad Wells and against Defendant, William Kaltwasser, Jr., t/b/d/a WRK Computer Systems, for Defendant's failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within 20 days from the date of service thereof. Defendant was served with the Complaint on August 23, 2001, and Defendant's answer was due to be filed on September 12, 2001.

Attached as Exhibit "A" is a copy of Plaintiffs' written Notice of Intention to File Praecipe for Entry of Default Judgment, which I certify was mailed by regular mail to the Defendant at his last known address on September 19, 2001, which is at least 10 days prior to the filing of this Praecipe.

Please assess damages in the amount of \$695.17, plus costs, being the amounts demanded in the Complaint.

Date: October 2, 2001

  
Mary L. Pothoven, Esq.,  
Attorney for Plaintiffs

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading: Notice Of  
: Praecipe To Enter Entry Of  
WILLIAM KALTWASSER, JR., : Judgment By Default  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

Exhibit "A"

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
:  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**NOTICE OF PRAECIPE TO ENTER ENTRY OF JUDGMENT BY DEFAULT**

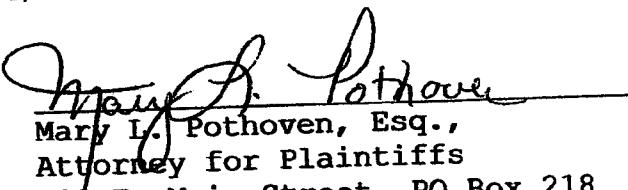
To: William Kaltwasser, Jr., t/d/b/a WRK Computer Systems

Date of Notice: September 19, 2001

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Keystone Legal Services, Inc.  
211½ E. Locust Street  
Clearfield, PA 16830  
814/765-9646

  
\_\_\_\_\_  
Mary L. Pothoven, Esq.,  
Attorney for Plaintiffs  
600 E. Main Street, PO Box 218  
Reynoldsville, PA 15851

**FILED**

OCT 07 2001

Off. of the Prothonotary  
William A. Shaw

Prothonotary  
Pd \$20.00

Not. to Pet.  
Statement to City Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **109 NORTH BRADY STREET  
P.O. BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**BRAD & KAREN WELLS  
237 OHIO STREET  
REYNOLDSVILLE, PA 15851**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**WELLS, BRAD & KAREN  
237 OHIO STREET  
REYNOLDSVILLE, PA 15851**

VS.

DEFENDANT: NAME and ADDRESS

**KALTWASSER JR, WILLIAM  
112 MCCRACKEN RUN  
DBA WRK COMPUTER SYSTEMS  
DUBOIS, PA 15801**

Docket No.: **CV-0000755-00**

Date Filed: **10/30/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: FOR DEFENDANT

Judgment was entered for: (Name) KALTWASSER JR, WILLIAM

Judgment was entered against: (Name) WELLS, BRAD & KAREN

in the amount of \$ .00 on: (Date of Judgment) 1/09/01

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed. \_\_\_\_\_

Objection to levy has been filed and hearing will be held: \_\_\_\_\_

Amount of Judgment	\$ .00
Judgment Costs	\$ .00
Interest on Judgment	\$ .00
Attorney Fees	\$ .00
<b>Total</b>	<b>\$ .00</b>

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

**Certified Judgment Total** \$ \_\_\_\_\_

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

1-9-01 Date Patrick N. Ford PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, District Justice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, *COPY*  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Brad Wells and  
Karen Wells , husband and wife  
Plaintiff(s)

No.: 2001-00175-CD

Real Debt: \$695.17

Atty's Comm:

Vs. Costs: \$

Int. From:

William Kaltwasser Jr. t/d/b/a  
WRK Computer Systems  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 2, 2001

Expires: October 2, 2006

Certified from the record this 2nd of October, 2001

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

CR

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

CIVIL ACTION – LAW

No. 01 - 175 C. D.

Type of Pleading:  
Preliminary Objections to Plaintiff's  
Complaint

Filed on Behalf of:  
Defendant

Filed by: William R. Kaltwasser, Jr.  
Pro Se  
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**

OCT 02 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

No. 01 - 175 C. D.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually, pro se, and files the within Preliminary Objections to the Plaintiffs' Complaint.

**I LEGAL INSUFFICIENCY**

1. On August 3, 2001 Plaintiff did through their attorney file a complaint against William Kaltwasser, Jr. t/d/b/a WRK Computer Systems. William Kaltwasser, Jr. is President and CEO of WRK Technologies, Inc, A Delaware Corporation registered with the Pennsylvania Department of State as of December 1998 and who did additionally in January of 1999 file a fictitious name registration with the State of Pennsylvania, specifically WRK Computer Systems. At no point do any of Plaintiff's allegations show cause to pierce the corporate veil, yet plaintiff is attempting to do so with no legal grounds. Plaintiffs are aware that WRK Technologies, Inc is a corporation trading and doing business as WRK Computer Systems and yet chose to file against William Kaltwasser, Jr. as an individual.

## **II FAILURE OF COMPLAINT TO RULE OF COURT OR LAW**

2. Judgment in Defendant's favor was issued on January 9, 2001 by District Justice Patrick N. Ford, yet Plaintiff's complaint was filed on August 3, 2001, almost 7 months after the original matter was heard. The allowed time by law to file an appeal is 30 days from the date of judgment, upon the filing of the notice of appeal Plaintiff then has 20 days to file a complaint.

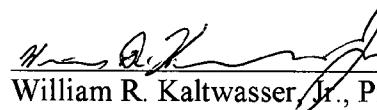
3. Plaintiffs fail to plead their cause of action with sufficient specificity. To wit, Plaintiffs fail to state that any action on the part of Defendant led to the deterioration of performance and eventual failure of their computer to boot, in fact in paragraphs 16 and 18 of Plaintiffs' complaint they state that they took it upon themselves to perform work on their computer and that after taking said actions their computer failed. Additionally Plaintiffs fail to state the exact dates and times at which they found the alleged problems or attempted to contact Defendant when they allege that Defendant would not return their calls or speak to them.

4. Plaintiffs fail to state whether or not the amount claimed does or does not exceed the jurisdictional amount requiring arbitration referral by local rule.

5. Plaintiffs' complaint served on Defendant is improperly captioned, specifically the Notice to Defend does not list the case number, the space for such is blank. Additionally the Type of Case is blank on the cover page.

6. Plaintiffs' verifications are placed before Plaintiffs' Exhibits, and clearly attest only to the "forgoing complaint" thereby rendering the Exhibits moot as they are unverified by Plaintiffs.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss the Plaintiffs' Complaint or, in the alternative require the Plaintiffs' to amend their Complaint to cure the defects alleged herein.



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

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

CIVIL ACTION - LAW

No. 01 - 175 C. D.

Type of Filing: Verification of Service of  
Preliminary Objections to Plaintiff's  
Complaint

Filed on Behalf of:  
Defendant

Filed by: William R. Kaltwasser, Jr.  
Pro Se  
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**  
**OCT 08 2001**

William A. Shaw  
Prothonotary

## CERTIFICATE OF SERVICE

I, William R. Kaltwasser, Jr. hereby swear or affirm that on the 4<sup>th</sup> day of OCTOBER,  
2001, a true and correct copy of the within Defendant's Answer & Counter Complaint was  
sent via First Class Mail to the following:

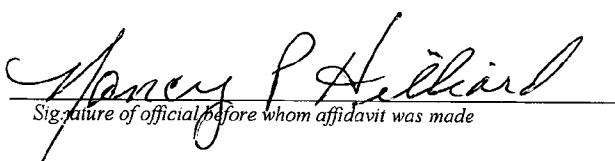
The Law Offices of Querino R. Torretti  
Attn: Mary L. Pothoven, Esq.  
Attorney for Plaintiff  
600 East Main Street  
Reynoldsville, PA 15851



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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

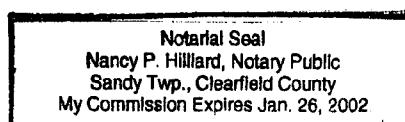


Signature of official before whom affidavit was made



Title of official

My Commission Expires 1-26-02



Member, Pennsylvania Association of Notaries

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs/Petitioners, : No. 01-175-CD  
:  
v. : Type of Pleading:  
: Petition To Strike Preliminary  
WILLIAM KALTWASSER, JR., : Objections and Order  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant/Respondent. : Filed on Behalf of:  
: Plaintiffs/Petitioners  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

FILED

NOV 02 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs/Petitioners, : No. 01-175-CD  
:  
v. :  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant/Respondent. :  
:

ORDER

NOW, this 5<sup>th</sup> day of November, 2001, upon consideration of the attached Petition, a Rule is hereby issued upon Respondent to show Cause why the Petition should not be granted. Rule returnable thereon the 10<sup>th</sup> day of November, 2001, for filing written response.

NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following Petition enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose 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  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 150-51

**FILED**

NOV 05 2001  
0130112ccatty  
William A. Shaw  
Prothonotary

BY THE COURT

Judge

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs/Petitioners, : No. 01-175-CD  
:  
v. :  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant/Respondent. :  
:

**PETITION TO STRIKE PRELIMINARY OBJECTIONS**

The Petitioners, Karen Wells and Brad Wells, by and through their attorney of record, Mary L. Pothoven, Esq., hereby make the following Petition:

1. On August 3, 2001, Petitioners filed a Complaint in the instant matter which contained a Notice to Plead.
2. On August 23, 2001, Respondent was served with the Complaint.
3. Respondent's answer to said Complaint was due for filing on or before September 12, 2001.
4. On September 19, 2001, the Petitioners served Respondent with a written Notice of Intention to File Praecipe for Entry of Default Judgment, after which Respondent's answer to the Complaint was due for filing on or before October 1, 2001.
5. Respondent failed to file an answer to the Complaint on or before October 1, 2001.
6. On October 2, 2001, the Petitioners caused to be filed a Praecipe for Entry of Judgment by Default. Said Praecipe and Default Judgment were entered by the Prothonotary on 10/2/01 at 9:33 a.m.
7. Pursuant to Rules of Procedure, the Prothonotary mailed Notice of the Entry of Default Judgment to Respondent on October 2, 2001.

8. On October 2, 2001, at 12:17 p.m., Respondent caused to be filed Preliminary Objections to the Complaint.

9. Respondent's Preliminary Objections are untimely as a Default Judgment had already been entered prior to Respondent filing his Preliminary Objections.

WHEREFORE, the Petitioners respectfully request this Honorable Court enter an Order striking said Preliminary Objections and canceling briefing and oral arguments on Preliminary Objections.

Date: 10/30/01

Mary A. Pothoven  
Mary A. Pothoven, Esq.  
Attorney for Petitioners

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading:  
: Certificate Of Service  
:  
WILLIAM KALTWASSER, JR., :  
DBA WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

NOV 16 2001

William A. Shew  
Prothonotary

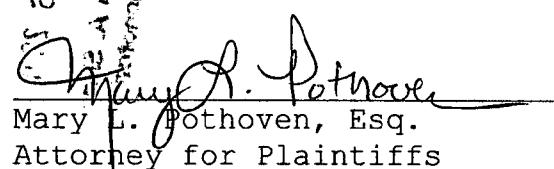
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
:  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Petition to Strike Preliminary Objections and Order was served on William Kaltwasser, Jr., t/d/b/a WRK Computer Systems, by mailing a copy to him at his address of 112 McCracken Run Road, DuBois, PA 15801, on November 7, 2001, by regular mail, postage prepaid.

Date: 11/13/01

  
Mary L. Pothoven, Esq.  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KAREN WELLS and BRAD WELLS :  
wife and husband :  
-VS- : No. 01 - 175 - CD  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS :

ORDER

NOW, this 19<sup>th</sup> day of November, 2001, upon consideration of Plaintiffs' Petition to Strike Preliminary Objections, it is the ORDER of this Court that argument be and is hereby continued to give Defendant an opportunity to move to strike the default judgment, said motion to be filed within ten (10) days from date hereof, failing which Defendant's Preliminary Objections shall be stricken.

By the Court,

President Judge

**FILED**

NOV 20 2001

**William A. Shaw  
Prothonotary**

CP

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/c/b/a WRK COMPUTER SYSTEMS  
Defendant.

CIVIL ACTION - LAW

No. 01 - 175 C. D.

Type of Pleading:  
Motion to Vacate Default Judgment

Filed on Behalf of:  
Defendant

Filed by: William R. Kaltwasser, Jr.  
Pro Se  
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**

NOV 29 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

No. 01 - 175 C. D.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

**DEFENDANT'S MOTION TO VACATE DEFAULT JUDGMENT**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually, pro se, and files the within Motion to vacate default judgment.

1. On October 2, 2001 a judgment was entered in this court in the above captioned case.
2. Judgment was entered by virtue of a default on the part of Defendant, as appears on the face of the record.
3. Default was taken without any lack of diligence, fault, or neglect on the part of the defendant.
4. Defendant has a meritorious defense to the alleged cause of action of the Plaintiff herein in that Plaintiff's Complaint fails to comply with multiple sections of the PA R.C.P as detailed in the previously filed Defendant's Preliminary Objections to Plaintiff's Complaint as filed with the Prothonotary on October 2, 2001.

5. A copy of the Preliminary Objections and the Brief in support thereof are attached and tendered for the information of the court.

6. Defendant did several times contact Plaintiff Counsel's Office and request to speak with said Counsel, at no time Defendant placed the calls was Plaintiff Counsel available and numerous messages were left requesting a return phone call to discuss the above captioned case.

7. One final phone call was placed to Plaintiffs Counsel on September 27, 2001 to again attempt to speak with her, and once again she was 'unavailable' at which point Defendant did state to Plaintiffs Counsel's secretary that Defendant was awaiting a decision from Defendant's insurance carrier as to whether or not they would be representing Defendant, and that it appeared that they may not reach a decision before the end of the ten (10) days provided in Plaintiffs' Notice of Praecept to Enter a Judgement of Default and that if Defendant did not hear otherwise that Defendant would assume that Plaintiffs would grant a requested extension of up to ten (10) additional days at which point Defendant provided two telephone numbers for contact, both Defendant's office phone number and Defendant's cellular phone number.

8. On September 28, 2001 a letter confirming the conversation was mailed via First class US mail to Plaintiffs Counsel's office address. No contact was received from Plaintiffs' Counsel. A copy of said letter is attached to this motion for review.

9. On the afternoon of October 1, 2001 Defendant's office did receive a certified letter from Defendant's insurance carrier denying coverage, and Defendant, though suffering from a relatively severe cold that caused Defendant to call off work sick, did then attempt to file the above mentioned Preliminary Objections in the interest of attempting to resolve the above captioned matter in something approaching a reasonable period of time. Due to having to pull of

the road several time during severe coughing fits and also being unaware that the Clearfield Courthouse closed at 4:00 P.M. Defendant arrived ten minutes too late to file the papers.

10. On November 2, 2001 Defendant did upon feeling fit to drive proceed to file Defendant's Preliminary Objections with the Clearfield County Prothonotary's office. No information was provided that a judgment of default had been entered at the time of filing, and Defendant did not inquire specifically about it as Defendant believed that Plaintiffs had agreed to grant the extension as no contact had yet been made relative to the phone call noted in paragraph 7 above or the letter noted in paragraph 8 above.

11. As Defendant had allowed over six (6) months for Plaintiffs to file their complaint therefore Defendant would have every reasonable expectation that Plaintiffs had indeed granted the extension.

12. As a further issue pertaining to the implied extension granted, and Plaintiffs' denial of receipt of the letter Defendant sent on September 28, 2001, Defendant feels it would seem somewhat suspect that Plaintiffs' Counsel would mail Defendant's copy of the Notice of Praecept to Enter a Judgment of Default would be mailed in a number 10 security envelope with liquid stains, no return address, a normal stamp, and taped closed in the middle of the then current anthrax scare when all of the other correspondence sent by Plaintiffs and received by Defendant was mailed in number 10 single window envelopes preprinted with Plaintiffs Counsel's stated office address, postage metered and not taped, both before and after this particular item, without some idea that it might be ignored or disposed of, which in Defendant's opinion would seem to indicate that Plaintiffs' Counsel was indeed aware of the requested extension. Said envelope is very close to the description of envelopes that the news media and government officials were describing as suspect at the time, this led to the envelope not being

opened in a timely manner as both Defendant and Defendant's staff felt uncomfortable opening mail that appeared to fit the profile provided for potentially dangerous letters so well. In support Defendant's position and actions referenced in this paragraph Defendant has included with this filing a printout of the U.S. Postal Services guide to potentially dangerous mail, however this is provided only to verify the types of suspect indications as this particular item (the USPS printout) was not available until after receipt of the suspect envelope, all actions taken by the Defendant were reasonable, prudent and wholly related to similar warnings provided by CNN's reporting staff and in televised interviews with CDC and HHS staff.

13. Defendant is unsure how to properly provide the envelope referenced in the above paragraph to the court as Defendant can find no reference in P.A. R.C.P. as to how to provide a single item that is not of value as a photocopy before the rules of evidence allow presentation at time of trial. Defendant therefore seeks guidance from this Honorable Court as to how to proceed with providing any necessary evidence that this Honorable Court might require without giving up the right to present an effectively un-copyable item of evidence if so required in the future.

14. Additionally, Defendant was well aware of Defendant's right to file and serve upon Plaintiffs a notice of Praeclipe to Enter a Judgment of Non Pros, and then in ten (10) days file the Praeclipe and receive a Judgment against Plaintiffs, but Defendant felt it was both in the best interest of Defendant to wait for a Complaint to be filed as Defendant did not wish to win on what may tend to be perceived as a technicality by any current or potential future customers that may come in contact with Plaintiffs, and further Defendant felt, and currently feels, that justice would best be served by a judgment other than that of an effective default such as a Judgement of Non Pros or of Default.

15. In support of Defendant's opinion as stated in paragraph 14 above and in support of Defendant's Motion to Vacate Default Judgement Defendant refers this Honorable Court to the following citations;

As a matter of principle, default judgments are regarded disfavorably, as they necessarily preclude the resolution of cases on their merits, which is preferred. See Lorenzo v. Griffith, 12 F.3d 23, 27 n.4 (3d Cir. 1993). Any doubt should be resolved in favor of setting default judgments aside. See Howard Fischer Assocs., Inc. v. CDA Inv. Techs., No. CIV.A.94-4855, 1995 WL 472115, at \*2 (E.D. Pa. Aug. 10, 1995).

16. Defendant's Preliminary Objections to Plaintiff's Complaint are meritorious and were filed within three (3) hours (according to the Plaintiffs' own filing on November 2, 2001 of Plaintiffs' Motion to Strike) of Plaintiff filing a Praeclipe to Enter a Judgment of Default in the above captioned matter, though the filing of said Praeclipe and the rendering of a Judgment of Default was unknown to Defendant and wholly unexpected as detailed in the paragraphs above.

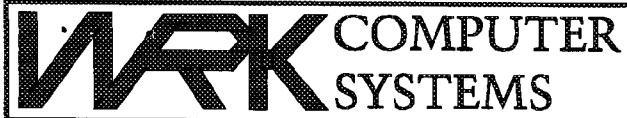
17. A miscarriage of justice would occur if the Default Judgment were not to be opened as Defendant has in good faith complied with the requirements stipulated by the P.A. R.C.P. and has allowed Plaintiffs considerably more time than is required in order to file their Complaint.

WHEREFORE, for all of the reasons stated above Defendant respectfully requests this Honorable Court to grant Defendant's Motion to Vacate the Default Judgement and for leave to give effect to the already filed Defendant's Preliminary Objections and Brief in Support thereof.



---

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



Operated and managed by WRK Technologies, Inc.  
112 McCracken Run Rd, DuBois, PA 15801 (814) 375-9130, Fax (814) 375-9173  
301 West Main Street, Brookville, PA 15825 (814) 849-0591, Fax (814) 849-0529  
[www.wrktech.com](http://www.wrktech.com) [www.wrkcs.com](http://www.wrkcs.com) [www.wrkcs.net](http://www.wrkcs.net)

September 28, 2001

The Law Offices of Querino R. Torretti  
Attn: Mary L. Pothoven – Associate  
600 E. Main Street  
P. O. Box 218  
Reynoldsville, PA 15851

Re: Karen Wells and Brad Wells vs William Kaltwasser, Jr.

Dr. Ms. Pothoven:

This letter confirms my message left with your receptionist on Thursday, September 27, 2001 in which I stated that I would assume that you had agreed to grant a five (5) day extension to reply to the complaint filed in the matter listed above if you did not contact me by Friday, September 28, 2001. Please note that this was the second call made to your office this week to which I have not received a reply, even though I have left my cellular phone number so that you may contact me at your convenience. Please confirm receipt of this letter with a telephone call so that we may further discuss this matter. My cellular phone number is 814-590-1324, all of our other phone numbers are listed at the top of this letterhead if you prefer to use another means of contact.

Respectfully,

A handwritten signature in black ink, appearing to read 'William R. Kaltwasser, Jr.'

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

cc: file



### **What should make me suspect a piece of mail?**

- It's unexpected or from someone you don't know.
- It's addressed to someone no longer at your address.
- It's handwritten and has no return address or bears one that you can't confirm is legitimate.
- It's lopsided or lumpy in appearance.
- It's sealed with excessive amounts of tape.
- It's marked with restrictive endorsements such as "Personal" or "Confidential."
- It has excessive postage.

### **What should I do with a suspicious piece of mail?**

- Don't handle a letter or package that you suspect is contaminated.
- Don't shake it, bump it, or sniff it.
- Wash your hands thoroughly with soap and water.
- Notify local law enforcement authorities.

CP

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
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Defendant.

CIVIL ACTION - LAW

No. 01 - 175 C. D.

Type of Pleading:  
Preliminary Objections to Plaintiff's  
Complaint

Filed on Behalf of:  
Defendant

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

**FILED**

NOV 29 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

No. 01 - 175 C. D.

WILLIAM KALTWASSER, JR.  
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Defendant.

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## **II FAILURE OF COMPLAINT TO RULE OF COURT OR LAW**

2. Judgment in Defendant's favor was issued on January 9, 2001 by District Justice Patrick N. Ford, yet Plaintiff's complaint was filed on August 3, 2001, almost 7 months after the original matter was heard. The allowed time by law to file an appeal is 30 days from the date of judgment, upon the filing of the notice of appeal Plaintiff then has 20 days to file a complaint.

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4. Plaintiffs fail to state whether or not the amount claimed does or does not exceed the jurisdictional amount requiring arbitration referral by local rule.

5. Plaintiffs' complaint served on Defendant is improperly captioned, specifically the Notice to Defend does not list the case number, the space for such is blank. Additionally the Type of Case is blank on the cover page.

6. Plaintiffs' verifications are placed before Plaintiffs' Exhibits, and clearly attest only to the "forgoing complaint" thereby rendering the Exhibits moot as they are unverified by Plaintiffs.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss the Plaintiffs' Complaint or, in the alternative require the Plaintiffs' to amend their Complaint to cure the defects alleged herein.



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

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

CIVIL ACTION - LAW

No. 01 - 175 C. D.

Type of Filing: Verification of Service of  
Motion to Vacate Default Judgment

Filed on Behalf of:  
Defendant

Filed by: William R. Kaltwasser, Jr.  
Pro Se  
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**

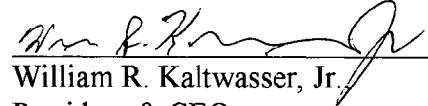
DEC 06 2001

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

I, William R. Kaltwasser, Jr. hereby swear or affirm that on the 4<sup>th</sup> day of December, 2001, a true and correct copy of the Defendant's Motion to Vacate Judgment of Default, including true and correct copies of Defendant's Preliminary objections to Plaintiff's Complaint and Brief in Support Thereof was sent via Priority Mail to the following:

The Law Offices of Querino R. Torretti  
Attn: Mary L. Pothoven, Esq.  
Attorney for Plaintiff  
600 East Main Street  
Reynoldsville, PA 15851

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

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading:  
: Answer To Defendant's  
WILLIAM KALTWASSER, JR., : Motion To Vacate Judgment  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

FILED

DEC 31 2001

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**ANSWER TO DEFENDANT'S MOTION TO VACATE DEFAULT JUDGMENT**

And now comes the Plaintiff, Karen and Brad Wells, by and through their attorney, Mary L. Pothoven, Esq., and answers the allegations set forth in Defendant's Motion To Vacate Default Judgment as follows:

1. The averments set forth in Paragraph 1 of Defendant's Motion is admitted.
2. The allegations set forth in Paragraph 2 of Defendant's Motion are admitted.
3. The allegations set forth in Paragraph 3 of Defendant's Motion are denied. Specifically, default was not taken against Defendant until after Defendant had been afforded a full forty-five days within which to file an Answer to Plaintiffs' Complaint. Defendant was served with the Complaint in the instant action on August 17, 2001. Accordingly, Defendant's Answer to the Complaint was due on or before September 6, 2001.

Plaintiffs, however, did not serve Defendant with an Important Notice until September 19, 2001, a thirteen day extension of time granted Defendant within which he could file an Answer. Furthermore, the Important Notice gave Defendant an additional 10 days to answer Plaintiffs' Complaint, which actually extended Defendant an additional 13 days in as much as the 10<sup>th</sup> day from the serving of the Important Notice had fallen on September 29, 2001, a Saturday. Accordingly, Defendant's time to answer the Complaint was further extended until Monday, October 1, 2001. All told, Defendant had 45 days from August 17, 2001 until October 1, 2001 within which to file an Answer to Plaintiffs' Complaint. His failure to do so is evidence of his lack of diligence.

4. Defendant's allegations set forth in Paragraph 4 of his Motion are denied in as much as Defendant's Preliminary Objections do not set up a defense to the underlying action, but merely attack the pleadings themselves for alleged technical deficiencies.

5. The allegations set forth in Defendant's Paragraph 5 of his Motion do not require an answer.

6. Plaintiffs lack sufficient information or knowledge with which to answer the allegations set forth in Defendant's Paragraph 6.

7. Plaintiffs lack sufficient information or knowledge with which to answer the allegations set forth in Defendant's Paragraph 7.

8. Plaintiffs lack sufficient information or knowledge with which to answer the allegations set forth in Defendant's Paragraph 8.

9. Plaintiffs lack sufficient information or knowledge with which to answer the allegations set forth in Defendant's Paragraph 9.

10. Plaintiffs lack insufficient information or knowledge with which to answer the allegations set forth in Defendant's Paragraph 10.

11. Plaintiffs deny Defendant could have formed a reasonable expectation he had been granted an extension of time within which to file his answer in as much as he had received, by his own allegations, no communications from Plaintiffs' counsel agreeing to any extension of time.

12. Relative to the allegations set forth in Paragraph 12 of Plaintiffs' Motion, the mailing of the Notice of Praeclipe to Enter Default Judgment and the judgment itself was not forwarded to Defendant by Plaintiffs' counsel, but rather was mailed to Defendant by the Prothonotary of Clearfield County. Furthermore, the type of envelope in which the Courthouse mailed the Notices is irrelevant to the issue of whether or not

Plaintiffs' counsel extended Defendant an extension of time with which to plead.

13. The allegations set forth in Defendant's Paragraph 13 of his Motion do not require a legal answer. In as much as Defendant is asking this Court for legal advice, it would be Plaintiffs' position that it is inappropriate for a party to seek legal advice from the Court.

14. Plaintiffs are without sufficient information or knowledge with which to reply to the allegations set forth in Defendant's Paragraph 14. To the extent an answer is required, it is wholly irrelevant to the issue as to whether or not this Default Judgment should be opened as to any rationale Defendant may have had when he elected not to praecipe this Court for an entry of a judgment non pros, and as such, Plaintiffs request that the allegations set forth in Paragraph 14 of Defendant's Motion be stricken and not be considered by this Court.

15. The allegations set forth in Paragraph 15 of Defendant's Motion are legal arguments which do not require an answer by Plaintiffs. To the extent such an answer is required, Plaintiffs refer this Court to their brief filed concurrently herewith in opposition to Defendant's Motion to Vacate the Default Judgment.

16. Defendant's allegations set forth in Paragraphs 16 of this motion are hereby denied. Specifically, the preliminary

objections filed by Plaintiff do not set forth a defense, but rather technical objections to the Complaint itself.

17. The allegations set forth in Defendant's Paragraph 17 of his motion do not require an answer in as much as they are arguments versus a recitation of facts. To the extent an answer is required, it is denied that justice would be miscarried by denying Defendant's motion to open the default judgment as Defendant is not entitled to have his judgment of default opened unless he meets the strict requirements set forth by the Supreme Court in Schultz v. Erie Insurance Exchange, 477 A2d. 471, 505 Pa. 90 (1984). The requirements as set forth by the Supreme Court have not been met by Defendant and therefore his motion should be denied.

WHEREFORE, Plaintiffs respectfully request this Court deny Defendant's motion to vacate the default judgment.

Date: 12/28/01

  
\_\_\_\_\_  
Mary I. Pothoven, Esq.

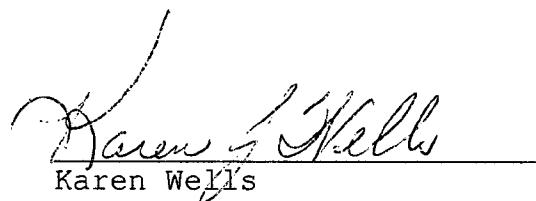
**VERIFICATION**

I, Brad Wells, verify the facts set forth in the foregoing Answer To Defendant's Motion To Vacate Default Judgment are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authority.

Brad Wells  
Brad Wells

VERIFICATION

I, Karen Wells, verify the facts set forth in the foregoing Answer To Defendant's Motion To Vacate Default Judgment are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authority.

  
Karen Wells  
Karen Wells

FILED

DEC 31 2001

Wm 12 '09  
William A. Shaw  
Prothonotary

ORIGINAL

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs :  
: No. 01-175-CD  
: :  
v. : Type of Pleading:  
: Certificate Of Service  
: :  
WILLIAM KALTWASSER, JR., :  
DBA WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
: :  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

FILED

DEC 6 1 2001

William A. Shaw  
Prothonotary

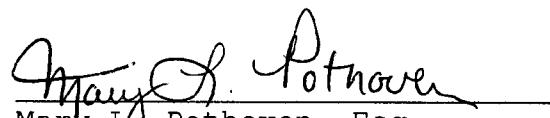
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Answer to Defendant's Motion to Vacate Judgment and Brief in Opposition to Defendant's Motion to Set Aside Default Judgment was served on William Kaltwasser, Jr., t/d/b/a WRK Computer Systems, by mailing a copy to him at his address of 112 McCracken Run Road, DuBois, PA 15801, on December 28, 2001, by regular mail, postage prepaid.

Date: 12/28/01

  
\_\_\_\_\_  
Mary L. Pothoven, Esq.  
Attorney for Plaintiffs

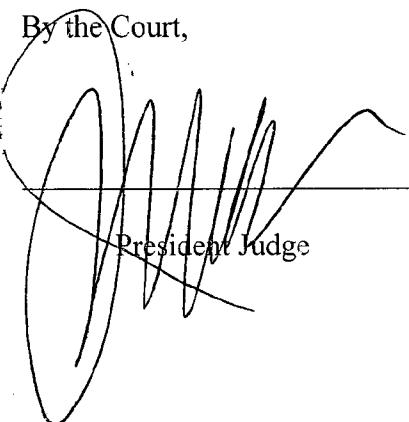
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

KAREN WELLS and BRAD WELLS, :  
husband and wife :  
: :  
-VS- : No. 01 - 175 - CD  
: :  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS :  
:

**ORDER**

NOW, this 4<sup>th</sup> day of January, 2002, following argument into Defendant's Motion to Set Aside Default Judgment, it is the ORDER of this Court that said Motion be and is hereby granted, said judgment opened and Defendant let to a defense. It is the further ORDER of this Court that Plaintiff shall file an Amended Complaint within 20 days from date hereof.

By the Court,

  
President Judge

**FILED**

JAN 07 2002

William A. Shaw  
Prothonotary

FILED

JAN 07 2002

013131 Icc atty Potthous  
William A. Shaw  
Prothonotary

Icc Det. Kaltwasser

608

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
: :  
: Type of Case: Civil  
v. :  
: Type of Pleading:  
WRK TECHNOLOGIES, INC., : Amended Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
: Filed on Behalf of:  
: Plaintiffs  
: :  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID #72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814) 653-2243

FILED

JAN 17 2002  
01/1351acc atty  
William A. Shaw  
Prothonotary

March 12, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
:  
:  
v. :  
:  
:  
WRK TECHNOLOGIES, INC., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE PAGES FOLLOWING, 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 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 OR KNOW 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 HELP.

KEYSTONE LEGAL SERVICES, INC.  
211 1/2 E. LOCUST STREET  
CLEARFIELD, PA 16830  
(814) 765-9646

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
: :  
: Type of Case: Civil  
v. :  
: Type of Pleading:  
WRK TECHNOLOGIES, INC., : Amended Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**AMENDED COMPLAINT**

AND NOW, this 15th day of January, 2002, come the Plaintiffs, by and through their attorney, Mary L. Pothoven, Esquire, and bring the following action:

1. The Plaintiffs, Karen and Brad Wells, wife and husband, are sui juris adults residing at 237 Ohio Street, Reynoldsville, Jefferson County, Pennsylvania 15851.
2. Defendant, WRK Technologies, Inc., t/d/b/a WRK Computer Systems, is a corporation duly incorporated under the laws of the State of Delaware, which maintains its principal place of business at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801; regularly conducting business at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801.
3. Defendant is in the business of servicing and repairing computers, including personal computers.

4. On or about April 3, 2000, Plaintiffs took their IBM Aptiva, to Defendant's place of business for the purposes of having the computer's memory expanded.

5. Plaintiffs' computer, as originally manufactured, had only 3GB hard drive memory.

6. Defendant, by and through its servants, agents and employees, advised Plaintiffs it was possible to expand the memory on Plaintiffs' computer up to 20GB.

7. Defendant, by and through its servants, agents and employees, advised Plaintiffs of difficulty installing the 20GB expanded memory due to the fact Plaintiffs' computer had Windows 95 rather than the upgraded Windows 98. It was Defendant's recommendation they install Windows 98 to complete the installation of the expanded memory.

8. Based upon representations made to Plaintiffs, Plaintiffs agreed to have Defendant company install Windows 98 on their computer and delete Windows 95.

9. Defendant gave a written warranty guaranteeing the parts installed were satisfactorily installed under condition of normal use for a period of 90 days after date of repair. A copy of the invoice setting forth the Original order for a 20GB upgrade, the additional upgrade to Windows 98 and the warranty is attached hereto and incorporated herein by reference as a fully set forth as Exhibit "A".

10. Plaintiffs picked up their computer from Defendant on April 8, 2000 and paid Defendant in full for the services as set forth on the invoice attached hereto as Exhibit "A". The warranty became effective on April 4, 2000, the date Defendant completed work on Plaintiffs' computer.

11. Almost immediately after receiving their computer back, Plaintiffs began experiencing problems with the computer's functioning, including but not limited to the sound not working requiring the user to go into the volume control panel to turn the volume back up; the sound balance being off balance; and the base control completely failing to work.

12. Plaintiffs contacted IBM for assistance in adjusting the problems set forth in Paragraph #11 above relative to the sound.

13. IBM technicians advised Plaintiffs the make and model of the Aptiva Computer Plaintiffs' owned, the maximum memory recommended for their computer was only 8.64GB. A copy of the manufactures specifications is attached hereto as Exhibit "B" and is incorporated herein by reference as though set forth in full.

14. In addition, Plaintiffs discovered in talking with the IBM technician it was technically possible to expand the memory up to 20GB with the use of free BIOS, it was not recommended. However, in order to put on the free BIOS to expand the memory

to 20GB, it would be necessary to remove rapid resume from their computer.

15. On or about April 12, 2000, Plaintiffs returned their computer to WRK Computer Systems where it was discovered the WRK's technicians had failed to disable the rapid resume. WRK technicians had no explanation for the sound problems Plaintiffs were experiencing and failed to fix them.

16. On or about April 14, 2000, while running diagnostic discs which came with Plaintiffs' computer, the C and D drives disappeared completely and Plaintiffs were unable to access Windows 98 program.

17. Plaintiffs again returned their computer to WRK Computer Systems, who reinstalled the 20GB hard drive and the Windows 98 program. As the warranty was still in effect, WRK did not charge for this service. A copy of the invoice dated April 17, 2000, is attached hereto as Exhibit "C" and incorporated herein by reference as through set forth in full.

18. Following the April 17, 2000 repair, Plaintiffs discovered the sound on their computer was still not working properly again necessitating Plaintiffs to open up the sound files in order to correct the problems. In so doing, the computer prompted installation of the diagnostic disk which came with the computer from the original manufacturer. When the

Plaintiffs installed the diagnostic CD the computer lost all sound.

19. Plaintiffs again took their computer back to WRK Computer Systems to have their sound reinstalled. When Plaintiffs picked up their computer following the reinstallation of the sound, Plaintiffs were presented with an invoice dated April 26, 2000 showing paying due in the amount of \$79.50. A copy of the April 26, 2000 invoice is attached hereto as Exhibit "D" and is incorporated herein by reference as though set forth in full.

20. Plaintiffs protested the bill given that the computer was under the 90 day warranty from the initial upgrade made on the computer by WRK Computer Systems.

21. Defendant by and through its servants, agents and employees refused to honor their warranty and refused to release Plaintiffs' computer until the invoice was paid in full alleging it was Plaintiffs' fault the sound was lost rather than due to any actions taken on part of WRK technicians.

22. After Plaintiffs paid the \$79.50 and took their computer home, the computer continued to have problems with the sound, the base controls did not work properly and, now, the Plaintiffs were unable to run various programs they had on their computer prior to WRK Computer Systems expanding their memory.

23. Subsequently, the problems with the computer expanded in that the computer system would no longer boot up and the computer was completely useless. Again, no one from WRK Technologies, (t/d/b/a WRK Computer Systems) would return Plaintiffs' calls and refused to discuss any additional problems relative to the computer with Plaintiffs in this matter.

24. Between April 26, 2000, and May 12, 2000, Plaintiffs made numerous telephone calls to Defendant, specifically leaving messages for William Kaltwasser, President, CEO and majority stock holder, regarding ongoing problems with Plaintiffs' computer. Defendant failed and refused to return any of Plaintiffs' calls and failed and refused to perform any additional service on Plaintiff's computer despite the fact the computer was still under the original 90 day warranty.

25. As a result of Defendant's refusal to honor their warranty and effectuate repairs to Plaintiffs' computer, it was necessary for Plaintiffs to take their computer to CompUSA Technical Services to have their computer fixed.

26. It was necessary for CompUSA technicians to remove the 20GB hard drive installed by WRK Computer Systems, reinstall the Original 3GB hard drive and the Original Windows 95.

27. CompUSA charged the Plaintiffs \$106.97 to correct the problems with the computer.

28. Attached hereto is a copy of the invoice from CompUSA as Exhibit "E" and is incorporated herein by reference as though set forth in full.

29. After the repairs effectuate on Plaintiffs' computer by CompUSA, Plaintiffs computer has worked perfectly, as it had prior to WRK Computer Systems installing the 20GB hard drive.

WHEREFORE, Plaintiffs respectfully request the Court grant them the following relief:

1. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems refund all monies paid to Defendant in the amounts of \$508.70 and \$79.50, said amounts totaling \$588.20;

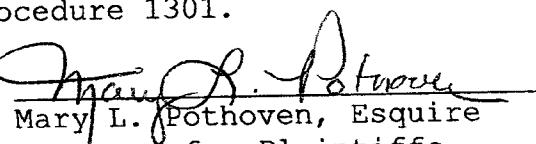
2. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, reimburse Plaintiffs the \$106.97 they paid to CompUSA to repair their computer;

3. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, be ordered to pay all of Plaintiffs' costs associated with this suit; and

4. All such other relief as this Court deems just and proper.

5. The amounts demanded herein do not exceed the jurisdictional amounts requiring arbitration pursuant to Clearfield County Rule of Civil Procedure 1301.

Date: January 15, 2002

  
\_\_\_\_\_  
Mary L. Pothoven, Esquire  
Attorney for Plaintiffs

28. Attached hereto is a copy of the invoice from CompUSA as Exhibit "E" and is incorporated herein by reference as though set forth in full.

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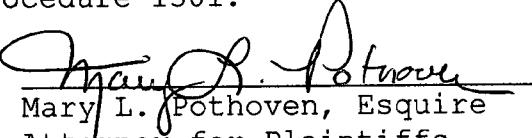
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3. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, be ordered to pay all of Plaintiffs' costs associated with this suit; and

4. All such other relief as this Court deems just and proper.

5. The amounts demanded herein do not exceed the jurisdictional amounts requiring arbitration pursuant to Clearfield County Rule of Civil Procedure 1301.

Date: January 15, 2002

  
\_\_\_\_\_  
Mary L. Pothoven, Esquire  
Attorney for Plaintiffs



## **OUR GUARANTY**

"This invoice shows charges for this repair job only. We guarantee only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guarantee with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach same, turn it over and reinsert between the sheets.

**PROMISSORY NOTE**

5 \_\_\_\_\_ Date \_\_\_\_\_

For Value Received, I, \_\_\_\_\_

Promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_ per centum per annum from date payment is due.

— L.S.

(FOR SIGNATURE OF CUSTOMER)

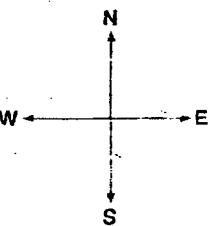
— L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS)

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT. NO.
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COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS \_\_\_\_\_

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— 1 —

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Survey

## Aptiva - Maximum hard drive size matrix

### Applicable Countries

Worldwide

### Service Hints & Tips

This is not intended to be a comprehensive list of specific drive manufacturers and models, but rather a general listing of the maximum drive size supported by the system assuming the drive meets the required geometry specifications.

In all cases below the the system should be at the latest BIOS level when applicable.

Program	BIOS Level	Geometry	HD Heads	Maximum Size	Rapid Resume Support
2144/2168 SL-C (Cirrus 5430 Video)	Any	CHS	Any	4GB	Yes
2144/2168 SL-C (Cirrus 5426/5428 video)	Any	CHS	Any	4GB	Yes
2144 SL-D	Any	CHS	Any	4GB	
2144/2168 SL-H (Trident video)	BGO_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-H (Cirrus Video)	BO2_0V	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Trident video)	BG2_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Cirrus	BO3_0G	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes

		video)					
(ATI Video)	2134/2176	BST_4G	CHS	16	4.2GB (1)	Yes	
				<16	7.9GB	Yes	
			LBA	16	8.4GB	Yes (2)	
				<16	8.4GB	Yes (2)	
(SIS Video)	2134/2176	BFL_4L	CHS	16	4.2GB (1)	Yes	
				<16	7.9GB	Yes	
			LBA	16	8.4GB	Yes (2)	
				<16	8.4GB	Yes (2)	
(Trident video)	2161/2162	BVA_4I	CHS	16	4.2GB (1)	Yes	
				<16	7.9GB	Yes	
			LBA	16	8.4GB	Yes (3)	
				<16	8.4GB	Yes	
(ATI video)	2140/2142	BSW_4F	CHS	Any	7.9GB	No	
			LBA	Any	127GB	No	
2136	Any	LBA	Any	8.4GB	No		
2137	Any	LBA	Any	8.4GB	No		
2138	Any	LBA	Any	127GB	No		
2139							
2153							
2156							
2158							
2163							
2164							
2165							
2170							
2171							
2172							
2173							
2174							
2187							
2190							
2199							

(1) – Any disk larger than 4.2G with 16 heads is forced to LBA mode.

(2) – No disk larger than 4.2G running in LBA mode will support Rapid Resume.

(3) – No disk larger than 4.2G will support Rapid Resume.

**Note: Only drives supplied with the system or IBM-supplied field replacement units are supported by IBM. Other factors (such as the operating system used) may affect the compatibility and/or performance of a particular drive with your system. Please examine the Statement of Limited Warranty supplied with your system.**

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[Worldwide Support](#)

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Document ID: DETR-3ULLPZ

Last Modified: 2000-05-05

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137 Main St., Brookville, PA 15825  
 Voice (814) 849-0591 Fax (814) 849-0529  
 TRUST THE EXPERIENCE

DATE 4/17/00

NAME	<u>KAREN WELLS</u>		4081
ADDRESS	<u>237 OHIO STREET</u>		
CITY	<u>REYN.</u>	PHONE	<u>653-2715</u>
MAKE	<u>IBM</u>	MODEL	<u>ARTIVA</u>
SERIAL NO.	<u>1521768R123</u>		DATE PROMISED

ESTIMATE  
 WARRANTY  
 CONTRACT

NATURE OF SERVICE  
PARTITIONS D & E DISAPPEAR  
- DRIVE COPIED OLD DRIVE  
- UPGRADED TO 98  
- RESTORED PARTITIONS  
- SAME WORK AS PREVIOUS SRO

TOTAL MATERIALS			
TECHNICAL SERVICE TIME: <input type="checkbox"/> SHOP <input type="checkbox"/> HOME			
<input type="checkbox"/> PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE			
TECHNICIAN	<u>JS.</u>		
DATE COMPLETED	<u>4/17/00</u>		<u>N/A</u>
<u>CASH</u> <small>ON COMPLETION OF WORK</small>			<u>TOTAL</u>
SIGNATURE <u>Karen Wells</u>			

Guaranty on other side

COPY

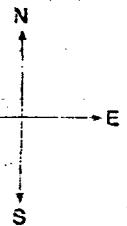
Ex'C"  
 THANK YOU

Signature above constitutes acceptance of above work as satisfactory and that equipment has been left in good cond

## OUR GUARANTY

"This invoice shows charges for this repair job only. We guaranty only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guaranty with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets

## PROMISSORY NOTE

\$ \_\_\_\_\_ Date \_\_\_\_\_

For Value Received, I, \_\_\_\_\_

Promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_  
per centum per annum, from date payment is due.

L.S. \_\_\_\_\_  
(FOR SIGNATURE OF CUSTOMER)

L.S. \_\_\_\_\_  
(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS) \_\_\_\_\_

COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT. NO.
----------------	----------------	-------	----------

COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

ATTN - SOME PROGRAMS ON THE RECOVERY CD ARE NOT COMPATIBLE WITH WINDOWS 98. IT IS UP TO THEM AT YOUR OWN RISK.			
<p>Paid Check # 4058</p>			
<p>Guaranty on other side</p>			
<p>COPY</p>			

**WORK COMPUTER SYSTEMS**

112 McCracken Run Rd., Dubois, PA 15801  
Voice (814) 375-9130 Fax (814) 375-9173  
137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529

TRUST THE EXPERIENCE

DATE 4/26/2000

NAME <b>KAREN WELLS</b>	<b>4094</b>		
ADDRESS <b>237 OHIO STREET</b>			
CITY <b>REYN</b>	PHONE <b>653-2715</b>	DATE OF ORIGINAL INSTALLATION	
MAKE <b>IBM</b>	MODEL <b>APTIVA</b>	<input type="checkbox"/> ESTIMATE	
SERIAL NO. <b>1521768R123</b>	DATE PROMISED	<input type="checkbox"/> WARRANTY	
NATURE OF SERVICE <b>- NO SOUND -</b>			<input type="checkbox"/> CONTRACT

NUMBER LOCK & CAP LOCK ONLY SOUND  
MWAVE CARD  
- RE-INSTALLED MWAVE DRIVERS  
(SEE BACK FOR DETAILS)

		TOTAL MATERIALS	
		TECHNICAL SERVICE TIME: <input checked="" type="checkbox"/> SHOP <input type="checkbox"/> HOME	1 HR
		<input type="checkbox"/> PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE	75 00
		TECHNICIAN <b>J.S.</b>	
		DATE COMPLETED <b>4/28/00</b>	TAX <b>4 50</b>
		CASH <small>ON COMPLETION OF WORK</small>	<b>79 50</b>
TOTAL MATERIALS		SIGNATURE <b>Karen Wells</b>	

Signature above constitutes acceptance of above work as being satisfactory and that equipment has been left in good condition

**Ex-D K YOU**

## OUR GUARANTY

"This invoice shows charges for this repair job only. We guarantee only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guarantee with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets.

## PROMISSORY NOTE

\$ \_\_\_\_\_ Date \_\_\_\_\_

For Value Received, I, \_\_\_\_\_

Promise to pay to the order of, \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_ per centum per annum, from date payment is due.

L.S.

(FOR SIGNATURE OF CUSTOMER)

L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS)

RECEIVED BY



CompUSA #224, Phone 412-825-0414  
3480 Will.Penn Hwy Wilk.Twp PA 15235

175621

	DESKTOP LABOR - FL	99.97	T
****	TAX	7.00	BAL 106.97
VF	Personal Check		106.97
	CHANGE		.00

ITEMS SOLD = 1  
9/18/00 15:34 0224 16 0012 231068

SEE BACK OF RECEIPT FOR DETAILED  
RETURN POLICY.

- NO REFUND OR EXCHANGE AFTER 14 DAYS
- NO REFUND WITHOUT ORIGINAL RECEIPT
- A 15% OPEN BOX FEE WILL BE CHARGED  
FOR OPENED ITEMS \*
- OPENED SOFTWARE, MOVIES, VIDEOS,  
AND GAME CARTRIDGES MAY ONLY BE  
EXCHANGED FOR SAME ITEM \*
- SPECIAL RESTRICTIONS FOR REFUNDS  
IN EXCESS OF \$250.00 AND REFUNDS  
MADE TO CREDIT CARDS \*

\* SEE BACK FOR FULL DETAILS

SHOP FROM HOME AND OFFICE AT  
[WWW.COMPUA.COM](http://WWW.COMPUA.COM)

Thank you for shopping at CompUSA  
The Computer Superstore

Ey'E"

VERIFICATION

I, Karen Wells, verify that the facts set forth in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Karen Wells

V E R I F I C A T I O N

I, Brad Wells, verify that the facts set forth in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

Bradley D Wells  
Brad Wells

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading:  
: Praecipe To Reinstate  
WILLIAM KALTWASSER, JR., : Amended Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

FILED

MAR 12 2002

20011110/00  
William A. Shaw  
Prothonotary pp  
7.00

2 CLERK TO ATTY

2 REINSTATEMENT COMPLAINTS TO  
SHERIFF

1 TO ATTY

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

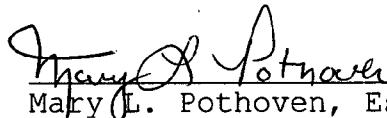
KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
:  
WILLIAM KALTWASSER, JR., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**PRAECIPE TO REINSTATE AMENDED COMPLAINT**

TO THE PROTHONOTARY:

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate  
the Amended Complaint in the above captioned matter.

Date: March 8, 2001

  
Mary L. Pothoven  
Mary L. Pothoven, Esq.  
Attorney for Plaintiffs

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading: Notice Of  
: Praecipe To Enter Judgment  
WRK TECHNOLOGIES, INC., : By Default  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

APR 10 2002

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. :  
:  
WRK TECHNOLOGIES, INC., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: WRK Technologies, Inc., t/d/b/a WRK Computer Systems

Date of Notice: April 9, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Keystone Legal Services, Inc.  
211½ E. Locust Street  
Clearfield, PA 16830  
814/765-9646

  
\_\_\_\_\_  
Mary J. Pothoven, Esq.,  
Attorney for Plaintiffs  
600 E. Main Street, PO Box 218  
Reynoldsville, PA 15851

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
:  
v. : Type of Pleading: Certificate  
: Of Service  
WRK TECHNOLOGIES, INC., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : Filed on Behalf of:  
: Plaintiffs  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID No. 72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: 814/653-2243

**FILED**

APR 10 2002

William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
wife and husband, :  
Plaintiffs : No. 01-175-CD  
: :  
v. :  
: :  
WRK TECHNOLOGIES, INC., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant : :  
:

**CERTIFICATE OF SERVICE**

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Notice Of Praeclipe To Enter Judgment By Default was served on WRK Technologies, Inc., t/d/b/a WRK Computer Systems, by mailing a copy to its address of 112 McCracken Run Road, DuBois, PA 15801, on April 9, 2002, by regular mail, postage prepaid.

Date: April 9, 2002

  
\_\_\_\_\_  
Mary L. Pothoven, Esq.  
Attorney for Plaintiffs

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

: CIVIL ACTION – LAW

:

:

: No. 01 - 175 C. D.

:

:

:

: Type of Pleading:

: Answer, New Matter and Counter-

: Complaint

:

: Filed on Behalf of:

: Defendant

:

:

:

: Filed by: William R. Kaltwasser, Jr.

: Pro Se

: 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**

APR 15 2002  
0135514cc Ag.  
William A. Shaw  
Prothonotary

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

KAREN WELLS and BRAD WELLS, :  
wife and husband :  
Plaintiffs, :  
:  
vs. : No. 01 - 175 C. D.  
:  
WILLIAM KALTWASSER, JR. :  
t/d/b/a WRK COMPUTER SYSTEMS :  
Defendant. :  
:

**DEFENDANT'S ANSWER, NEW MATTER AND COUNTER-COMPLAINT**

AND NOW, comes the Defendant, William R. Kaltwasser, Jr., individually, pro se, and files the within Answer to Plaintiffs' Complaint, New Matter and Counter Complaint.

**I ANSWER**

1. Averment Admitted.

2. Averment Admitted.

3. Averment Admitted.

4. Averment Admitted in part and Denied in part. It is admitted that Plaintiff Karen

Wells did deliver the IBM Aptiva computer to Defendant's place of business, however, even though it was recommended that the memory be expanded by Defendant the Plaintiff chose only to add a larger hard drive. All other elements of this averment are denied and strict proof thereof is demanded at trial.

5. Averment Admitted.

6. Averment Admitted in Part and Denied in part. It is admitted that, as stated in paragraph 3 above, Plaintiff wish to expand the hard drive, and chose a 10GB (gigabyte) hard drive. Defendant's employee then explained that for only a small difference in price that a 20GB hard drive could be purchased, and Plaintiff chose to do so. All other elements of this averment are denied and strict proof thereof is demanded at trial.

7. Averment Admitted in part and Denied in part. It is admitted that Defendant's employee did inform Plaintiff that it would be wise to upgrade from Microsoft Windows 95 to Microsoft Windows 98 as it would allow them to use a single hard drive partition (a section of a storage device referred to by a single drive letter) as opposed to requiring a partition for each 2.1GB of the drive capacity, which is a limitation of the release of Windows 95 that was provided with Plaintiff's computer, as well as stability and performance enhancements made in Windows 98. Further Plaintiff Karen Wells stated that she was considering and upgrade to Windows 98 anyway and that she was happy that Defendant's would be able to do both jobs at the same time. All other elements of this averment are denied and strict proof thereof is demanded at trial.

8. Averment Admitted in part and Denied in part. It is admitted that Defendant did recommend the upgrade, but as stated in paragraph 7, Plaintiff did also wish to upgrade to Windows 98 as well, and the decision to upgrade therefore was not based solely on the recommendation of Defendant, all other elements of this averment are denied and strict proof thereof is demanded at trial.

9. Averment Admitted.

10. Averment Admitted in part and Denied in part. It is admitted that work was completed on Plaintiff's computer on April 8<sup>th</sup>, 2000 as per the completed service order marked

as Plaintiff's exhibit "A", and the warranty became effective on April 8<sup>th</sup> as indicated by the completion date on Plaintiff's exhibit "A". All other elements of this averment are denied and strict proof thereof is demanded at trial.

11. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

12. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

13. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

14. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

15. Averment Admitted in part and Denied in part. It is admitted that Plaintiff's computer was brought in to Defendant's location on April 12<sup>th</sup>, 2000 and that Defendant did work on Plaintiff's computer. Defendant did find that the sound cable from the CD-ROM drive was not connected which would disable only CD Audio playback, and further Plaintiff Karen Wells could not duplicate the sound problems (CD audio had not been mentioned by Plaintiff, it was found as a part of Defendant's standard, thorough system checkout) in Defendant's repair shop though she was given over 30 minutes to do so. Defendant also disabled the warning message from the Plaintiff's computer's BIOS that indicated that "rapid resume" had been disabled, this message had been left on to remind Plaintiff that the "Rapid Resume" feature was no longer available. Further, Defendant had no legal requirement to repair system or communicate with Plaintiff as Plaintiff had stopped payment on their original check (number 1041) without even contacting Defendant about problems, however, Defendant did in the interest of customer

satisfaction work on the system and accept a replacement check (number 1043 in the amount of the original payment with no NSF fee or other additional charge). All other elements of this averment are denied and strict proof thereof is demanded at trial.

16. Averment Admitted in part and Denied in part. It is admitted that the condition of the system when it was returned to Defendant indicated that the Restore CD had been run it is impossible for Defendant to determine if the Restore CD was requested by the Diagnostics or by Plaintiff's own choice. All other elements of this averment are denied and strict proof thereof is demanded at trial.

17. Averment Admitted in part and Denied in part. It is admitted that Plaintiffs did return their computer system and that Defendant did reinstall the 20GB hard drive and reload Windows 98, however it is denied that Defendant was required to do so by the terms of Defendant's warranty as said warranty only covers the parts installed by Defendant, and Defendant has generally construed this warranty to include Defendant's work as well, but specifically deny warranty coverage to improper use of, or alteration to, a product serviced by defendant, and as Plaintiff was told already not to run the restore CD, and that it would cause substantial problems with the system. Defendant chose to cover the reinstallation for no charge and it was clearly explained to Plaintiffs again that running the Restore CD would break their system. All other elements of this averment are denied and strict proof thereof is demanded at trial.

18. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

19. Averment Admitted.

20. Averment Admitted.

21. Averment Admitted in part and Denied in part. It is denied that Defendant failed to honor it's written warranty, to the contrary, the repairs performed were due to Plaintiff's own negligence and choice to run the CD that corrupted the sound drivers and therefore were not covered under any term of Defendant's warranty. It is admitted that Defendant would not return Plaintiff's computer without payment of the charges due as per Plaintiff's exhibit "D". All other elements of this averment are denied and strict proof thereof is demanded at trial.

22. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

23. Defendant has no knowledge that would enable it to admit or deny such averment, and strict proof thereof is demanded at trial.

24. Averment denied, to the contrary Defendant's CEO William R. Kaltwasser, Jr. did speak with Plaintiff once and stated to Plaintiffs that they would be charged for any repairs needed because of Plaintiffs' action in running the "Restore CD", further it is most strenuously denied that is the majority stock holder or WRK Technologies, Inc. All other elements of this averment are denied and strict proof thereof is demanded at trial.

25. Averment Denied and strict proof thereof is demanded at trial.

26. Averment Denied and strict proof thereof is demanded at trial.

27. Averment Denied and strict proof thereof is demanded at trial.

28. It is denied that Plaintiff's exhibit "E" states what was repaired, what actions were taken and fails to identify even the identity of the customer, therefore strict proof of the elements listed in the Plaintiffs' averments are demanded at trial.

29. Averment Denied and strict proof thereof is demanded at trial, to the contrary Plaintiffs chose to upgrade their computer because they were out of hard disk space and were having trouble because of this out of space condition.

## **II NEW MATTER**

30. Defendant incorporates by reference the preceding paragraphs numbered 1 through 29 of this pleading as though set forth at length herein.

31. Defendant's staff has extensive experience, spanning 18 years, with computer systems repair and upgrade and hold a multitude of certifications in the computer field including, but not limited to, certifications in hardware and software support and maintenance of IBM compatible computer hardware and software.

32. Defendant has performed similar upgrades many times over the past several years without any ill effects to the systems of their customers, including upgrades to similar models of IBM Aptiva computer systems.

33. Computer hardware and software are in a continual state of change, and as such upgrades in speed, capacity, storage and features are constantly being made. Most of these changes are backwards compatible, but older software is generally incapable of recognizing newer storage devices and features.

34. Upgrades of the nature performed by Defendant on machines of a similar age will always require that the users not use any pre-packaged system restore CDs as they will only install the software that was included with the machine originally and are incapable of recognizing, or saving, any new software, data or configurations on the system in which they are used and are additionally subject to all of the limitations on hardware and software in use at the time the system was manufactured.

35. Defendant did notify Plaintiffs, on several occasions between April 8, 2000 and April 17, 2000, not to run the original CDs that were shipped with their computer as they would cause a multitude of problems with the operation of their computer system since the upgrade and Plaintiffs failed to heed any of the provided warnings thereby causing the problems with their computer system due to their own actions.

36. Defendant did leave the original hard drive physically mounted in Plaintiffs' computer system, still in the condition in which it was delivered to Defendant, and simply removed the power and signal cable from the original drive, therefore all that was required to re-install the old drive and consequently the prior Windows 95 OS was to reconnect a signal cable and a power cable, and remove the connections from the 20GB drive, remove 4 screws and physically remove the drive. This service would take less than one half (1/2) hour to perform and Defendant would have only charged \$37.50 for such service, therefore Defendant questions what exactly was done by Plaintiffs and what was requested of CompUSA and therefore avers that there was more requested of CompUSA than is averred by Plaintiffs.

37. With the exception of the repairs performed on April 17, 2000 Plaintiffs were unable to reproduce the alleged problems in Defendant's service shop, though they were given ample opportunity to do so.

38. Plaintiffs refused to have a conversation with Defendant after April 17, 2000 without resorting to threats, harassment and abusive language. Further Plaintiffs had already proven that they were not interested in a reasonable solution to the problem at hand as they had violated Pennsylvania State law by stopping payment on their first check, before even contacting Defendant to notify same of any alleged problems.

39. Plaintiffs did, after numerous calls to Defendant, during the period of about April 26, 2000 to May 12, 2000 cause their attorney to draft a letter to Defendant, a copy of which is not available to Defendant as Defendant's only copy was inadvertently given to the District Court at the request of the Magistrate during the District Court hearing.

40. Upon Receipt of the letter mentioned in paragraph 33 above Defendant informed Plaintiffs that Defendant would refuse all direct contact with Plaintiffs as Plaintiffs had retained legal counsel and that any further contact would only be with said counsel.

41. On or about May 31, 2000 Defendant did respond with a letter attached hereto as Defendant/Counter Plaintiff's Exhibit "A". This letter did offer to once again fix Plaintiffs' computer system at no charge, and that said offer was open until June 30, 2000, but that it would be final time that Defendant would repair Plaintiffs' system at no charge. This letter also attempted to clarify the services performed and the technical issues involved as said letter contained drastic inaccuracies and misunderstandings of the nature of the work performed.

42. Plaintiffs chose not to avail themselves of the opportunity to have their system repaired at no charge one more time by June 30, 2000, nor in the event that they did not receive that letter as purported by Plaintiffs' counsel was any additional contact made until the filing of the action in the district court over six (6) months later.

43. Plaintiffs did on January 8, 2001 bring to the hearing at District Court 46-3-01 a hard drive purported to be the drive installed by Defendant and displayed it to the court in no packaging or anti-static container, further they did not follow any of the required methods of packaging or handling of a hard drive, nor even any attempt at those methods, which more likely than not, resulted in damage to the hard drive in question and as such have not taken reasonable care of the product which they wish to return.

44. Plaintiffs failed to comply with the license terms on the Windows 98 package that state that a software product may not be returned to the dealer after opened unless to exchange damaged media during a limited period of time after purchase.

45. Plaintiffs did state during the hearing that they only requested CompUSA to remove the 20GB drive and reinstall the original drive in the system and made no attempt to have CompUSA troubleshoot the system or make an independent diagnosis of the problems with Counter Defendant's computer system.

46. On or about January 9, 2001 Plaintiffs' counsel drafted and sent a letter to the District Magistrate stating that she had never received Defendant's letter of May 31, 2000 prior to Plaintiffs providing a copy to their counsel on January 8, 2001. Therefore Plaintiffs did have knowledge of the fact that Defendant was a corporation, and a full description of the work performed and the issues involved prior to the filing of the above captioned matter.

WHEREFORE, Defendant respectfully requests judgment in it's favor and against Plaintiffs, or in the alternative that all of Plaintiffs' claims be denied and that Plaintiff's complaint be dismissed with prejudice for all of the reasons stated in the paragraphs above and in addition Plaintiff's have failed to state a claim on which relief can be granted as Plaintiff has averred no fact that would entitle them to pierce the corporate veil, and yet demands judgment solely against a corporate officer, further Plaintiff is not entitled to the relief requested in paragraph 3 of Plaintiff's request for relief by Pennsylvania law. Plaintiff was informed as to the proper Defendant information and yet chose not to correct their complaint and request for relief and therefore has named one corporate defendant and yet demanded relief from and individual who is not a named party to this complaint.

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

WRK Technologies, Inc.  
A Delaware Corporation

: CIVIL ACTION – LAW

:

Counter Plaintiff,

:

:

vs.

: No. 01 - 175 C. D.

:

:

KAREN WELLS and BRAD WELLS,  
wife and husband

Counter Defendant.

:

: Type of Pleading:

: Counter-Complaint

:

: Filed on Behalf of:

: Defendant and Counter Plaintiff

:

:

:

: Filed by: William R. Kaltwasser, Jr.

: Pro Se

: 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. A Delaware Corporation	:	CIVIL ACTION – LAW
	:	
Counter Plaintiff,	:	
	:	
vs.	:	No. 01 - 175 C. D.
	:	
KAREN WELLS and BRAD WELLS, wife and husband	:	
	:	
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

## **COUNTER-COMPLAINT**

47. Defendant/Counter Plaintiff incorporates by reference the preceding paragraphs numbered 1 through 46 of this pleading as though set forth at length herein.

48. Counter Plaintiff is WRK Technologies, Inc. A Delaware Corporation with a primary place of business at 112 McCracken Run Road, Du bois, Clearfield County, Pennsylvania 15801.

49. Counter Defendants are Karen and Brad Wells, husband and wife, place of residence last known to Counter Plaintiff as 237 Ohio Street, Reynoldsville, Jefferson County, Pennsylvania 15851.

50. Counter Defendants, without regard to law, stopped payment their check number 1041.

51. Counter Plaintiff has posted in a clear and conspicuous manner a notification that all returned checks are subject to a \$25.00 charge.

52. Counter Defendants did receive services provided in good faith by Counter Plaintiff at no charge that should have been charged, and as Counter Defendants have not in good faith attempted to resolve this issue Counter Plaintiff's services provided as per Plaintiffs/Counter Defendants' Exhibit "C" which had a minimum value of \$150.00 as Counter Plaintiff's labor rate was and is \$75.00 per hour and the work took in excess of 2 hours.

WHEREFORE Counter Plaintiff respectfully requests this honorable court grant the Counter Plaintiff the following relief;

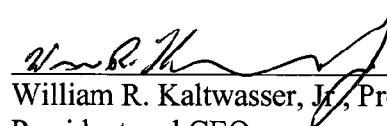
1. That Counter Defendants, Karen and Brad Wells, pay to Counter Plaintiff the charge of \$25.00 for the charges relating to the stop payment on their check number 1041;

2. That Counter Defendants, Karen and Brad Wells, pay to defendant the labor that should have been charged for the repairs performed at no charge on Counter Plaintiff's Service Repair Order number 4084 (plaintiffs/Counter Defendants' exhibit "C") in the amount of \$150.00;

3. That Counter Defendants, Karen and Brad Wells, be ordered to pay all of Defendant/Counter Plaintiffs' costs associated with this suit, and;

4. Any and all other relief as this honorable court deems just and proper.

This filing is made pursuant to Local Rule 1301 pertaining to compulsory arbitration. It is hereby certified that the claims herein do not exceed the jurisdictional amounts requiring compulsory arbitration.



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



DEFENDANT/  
COUNTER PLAINTIFF'S  
EXHIBIT "A"

112 McCracken Run Rd, DuBois, PA 15801 (814) 375-9130, Fax (814) 375-9173  
137 Main Street, Brookville, PA 15825 (814) 849-0591, Fax (814) 849-0529

May 31, 2000

Mary L. Pothoven  
600 East Main Street  
Reynoldsville, PA 15851

RE: Letter in re Karen and Brad Wells

Dear Ms. Pothoven:

I will respond to your letter as best as possible under the circumstances, specifically as the information that is stated in the above referenced letter is, for the most part, incorrect. In order to most expeditiously respond to the allegations contained therein I will respond on a point by point basis in outline form.

- 1) In paragraph 1 you letter states that the price difference between the 8Gigabyte (hereinafter "GB") drive (your letter incorrectly refers to the drive as memory) and the 20GB drive was minimal, this is absolutely correct.
- 2) Also in paragraph 1, and later in paragraph 2, you refer to our estimated time to complete the upgrade, the time stated was an estimate for the actual time to complete the upgrade, but it was explained that repair orders were handled in the order received and that there would be some delay before we could start the upgrade. This delay averages 2 days, but in some cases may be longer if we are particularly busy.
- 3) Also in paragraph 2 you state that our technicians claimed to have been on the phone all week with IBM trying to figure out how to install the drive, this is absolutely incorrect, and for that matter ludicrous. We stated that we contacted IBM to determine whether or not there would be a BIOS (the built in software that allows the computer to recognize and communicate with peripherals such as the hard drive, video display adapter etc) upgrade that would directly support the 20GB hard drive or whether we would have to use a Dynamic Drive Overlay or DDO, a piece of software provided by IBM in this case (as IBM manufactured the 20GB hard drive) to allow an older system to support larger hard drives that the systems BIOS would support. The IBM support representative stated that the DDO would indeed be required as the largest drive that the system would support natively was 8.4GB.
- 4) In paragraph 3 you stated that John contacted her once about whether or not to install Windows 98 (as there would be an additional charge for both the product and the installation) and pointed out that the Version of Windows 95 on the system would require that the 20GB hard drive be partitioned as ten (10) 2GB partitions as that version did not support partitions larger than 2GB. The version of Windows 95 and all legally obtainable versions of the Retail version of Windows 95 exhibit this limitation, and in addition Mrs. Wells stated that she was considering an upgrade to Windows 98 anyway.
- 5) In paragraph 4 you state that Ms. Wells picked up her computer on the 8<sup>th</sup> of April, and in paragraph 1 you state that she dropped it off on the third, this is not the 'almost six days' that you state in paragraph 2 it is only 5 days, and in addition we had to wait until we could contact Mrs. Wells to advise her of the recommendation for the update to Windows 98, this took two (2) days alone.
- 6) Also in paragraph 4 when you state that Mrs. Wells picked up her system that she was told that her recovery disk would work, we specifically stated that we were not sure how the system would react if the recovery disk were used as for the DDO to properly function the system would have to be booted from the hard drive, but that the recovery disk (CD) had to be directly booted itself and that this would typically damage the DDO and hence the data on the hard drive, and for that reason we advised against using the Recovery disk.
- 7) In paragraph 5 you state that Mrs. Wells experienced difficulties with her system, but yet at no point did she attempt to contact us about the alleged problems. If she felt that the problems were caused by us it would seem reasonable that she would attempt to contact us to resolve the problem.
- 8) Also in paragraph 5 you launch into a discussion about a "free bios", "maximum memory" and "extended memory" all of this terminology is incorrect, the first item does not exist but you are referring to the DDO (defined above) and the latter 2 items refer to a wholly different part of the computer, they refer to RAM or the volatile memory that is in use by programs only when the computer is on, but what you are attempting to refer to is actually the hard drive. I felt it necessary to clarify these facts to allow the rest of this response to read and be understood correctly.

9) And the final issue raised in paragraph 6 is the issue of 'Rapid Resume'. Rapid Resume was disabled in the software, but our technician did not disable it in the system's BIOS settings, this had the effect of causing an error message to be displayed on a reboot (restart) of the system. This message is the only manifestation of our technicians failure to disable the feature in BIOS. This situation was later rectified, at no charge.

10) In paragraph 6 you state that Mrs. Wells stopped payment on the check she wrote to us, and I would like to point out that this is a violation of Pennsylvania State law, but instead of responding by filing a criminal or civil complaint with the courts (which I was entitled to do by law) I instead asked Mrs. Wells to bring in the system and I personally worked on the problems that she stated were occurring. I did disable the 'Rapid Resume' feature in the system BIOS but with Mrs. Wells standing beside me and attempting to make the system exhibit any of the failures she complained about I was unable to do so in over 1 hour. I explained that we (our staff) had seen some random anomalies with the M-Wave based sound cards, but that in general at most they were a nuisance and did not represent any risk to the operation of the system. Mrs. Wells did then state that she was happy with the system and then she issued a replacement check for the one she had stopped payment on, and in the sake of keeping her happy I did not choose to apply our twenty-five dollar (\$25.00) bad check fee. Before leaving that day Mrs. Wells did again ask about using the recovery disk that was provided with her system originally and I stated that it would most likely do serious harm to the contents of her hard drive.

11) In paragraph 7 you state that Mrs. Wells was running the diagnostic disk on her machine and her C and D drives then disappeared, this is true, but she left out the fact that the diagnostic disk asked her if she wanted to run the recovery disk, to which she responded yes by inserting the recovery disk. This action did what she was warned that it would do and it basically destroyed the contents of her hard disk. We know what action she took as she told us at the time she brought the system in again as well as by your statements in paragraph 8.

12) In the last sentence of paragraph 8 you state that you question whether or not booting the system from a floppy will result in the destruction of data on her hard drive. This is absolutely true, if a drive using a DDO is booted from any media that does not have the DDO (floppy, CD, etc) the system will not see the drive in it's operational capacity and will therefore corrupt the data on the hard drive as the data structures on the hard drive in question will not match what the computer thinks is there without the DDO performing the proper translations. Personally I do not profess to be an expert on the law, and therefore I would appreciate it if you would not question my judgement, in such a blatant manner, on matters related to computers as it is obviously not your field of expertise, but it is mine, and I have not questioned your understanding of the law.

13) In paragraph 9 you state that we repaired Mrs. Wells' system under warranty, this is not true, as the problem was caused by a direct action of Mrs. Wells, but as an additional courtesy (this is the second no-charge service performed on her system at this point) we restored her system to a properly functioning state and again warned her not to use the recovery disk or we would be forced to charge her for any problems related to it's use in the future. I also take issue with your statement that she was not told not to use her recovery disk as I had personally told her twice by that point, and the other technician involved had told her as well.

14) In paragraph 10 you state that it is irrelevant, however it is relevant as is indicated paragraph 11 of our letter and paragraph 8 of your own letter.

15) In paragraph 11 you state that problems are continuing. Our response to this is that the sound issues are most likely caused by one or more multimedia or game programs that are being run as this behavior is not a bug, glitch or any other problem it is just that many programs make changes to the sound and in some cases the display settings that are retained after the program is run, and in addition we were never able to reproduce this problem in hours of testing, many of those with Mrs. Wells there watching and telling us what to try.

16) In respect to the program installation issues you raised in paragraph 11 it would make me wonder why she would need to install programs that were on her computer before as we transferred all of her programs and data from the 3GB hard drive to the 20GB hard drive and no re-installation would be required unless something was done to disable or remove them after the system left our shop.

17) In paragraph 12 you state that her computer is under our 90 day warranty when in fact this is not true. Our 90 day warranty covers only the parts and labor we provide, it specifically does not cover any other parts of the system or any damage caused by the user or any software the user chooses to install.

18) In paragraph 13 you state that the original quote was for approximately \$210.00 for the hard drive and up to \$150.00 for labor, well let me remind you that Mrs. Wells did want the upgrade to Windows 98 (\$114.95 additional plus the time to install), plus the labor to recover her system to an operational state for a third time. We have if anything drastically undercharged her for the time spent on her system due to issues under her control.

19) I have several issues with statements in paragraph 14, the are as follows

- You state that our technicians mislead her from the beginning. This is absolutely untrue and I do not appreciate accusation such as this.

- b) You state that it would take a minimal amount of time to install the 20GB hard drive and that it did not. Once again this is completely untrue as the drive was installed within the estimated time.
- c) You further state that we stated that the max cost would be \$350.00, this doesn't add up with even the numbers you provide in your own letter, specifically you state approximately \$210.00 for the drive and \$150.00 for the labor, this alone with sales tax is \$381.60 and does not include the additional purchase of Windows 98 or it's installation, much less the additional time spent on the system with and without charge because of actions on the part of Mrs. Wells.
- d) You claim that we stated that we could perform the installation under Windows 95, which indeed we could have, however it was better for the customer to make the upgrade to Windows 98 as it allowed the system to utilize the expanded storage much more effectively. In addition there are editions of Windows 95 (that are not available for retail purchase) that would support larger partitions larger than 2GB, these versions were available on many IBM Aptiva machines of that time and we had no way of knowing which version was on the system until we had it on the bench and had determined the version of Windows that shipped with the system.
- e) You state that our technicians did not know what they were talking about when in fact they did and do, we however do 'play it safe' by contacting technical support on products when such support is available as a safety net. We feel that taking this action is prudent and in the best interests of both our customers and ourselves. Again I take great offense to someone who is obviously not knowledgeable in the field of computers making such wild accusations.
- f) IBM's support personnel did indeed inform us that the system's BIOS (as discussed earlier) would only support up to an 8.4GB hard drive and that we would have to use a DDO to support the larger drive. They did not, however, inform us that they would not guarantee the results. I believe this to be a misunderstanding on either Mrs. Wells or your part as IBM would have stated that they would not warrant the new hard drive as it was not the specific drive shipped with the system or a replacement (referred to as a Field Replaceable Unit or FRU) shipped by IBM, and this is a standard practice, however the drive has its own 3 year manufacturer's warranty.
- g) You state that the calls remain unanswered, this is indeed somewhat true as I and other members of our staff have talked with Mrs. Wells on multiple occasions and she will not reason with us, she has simply chosen to question our integrity, insult our staff and demand a full refund. I have clearly stated our posted policy of no refunds, and that returns are only accepted on defective merchandise and then only for a direct replacement or in limited cases a store credit. I have additionally offered to once again fix her system so long as she agrees that this is our final action taken on this system at no charge due to actions taken by her or others after the system has left our office.

20) In paragraph 15 you request that we take back the products we sold to Mrs. Wells and restore her system to the state it was in before the upgrades as well as refunding her money. We cannot and will not take these actions as we have provided the products, specifically the hard drive and Windows 98, and the labor necessary to install such products. This system did function correctly when it left our shop on multiple occasions and we are not responsible for actions taken by others that caused the system not to function properly. In addition the license agreement for Windows 98 specifically states that once opened the software license cannot be returned.

I would like to note that for the record I have been involved in the computer industry since 1984 and hold multiple certifications in hardware and software support as well as Novell and Linux networking. The other technician primarily involved holds several certifications as well and in addition has several years of experience. In addition we have installed hundreds of hard drives and dozens in so similar a situation as to make them virtually identical to this situation, and in no case have we encountered any problems with the DDO software other than the occasional accidental boot from a drive other than the hard drive, and never has it happened more than once as the other users who we have performed these upgrades for listened when we informed them that it should not be done. It is really no different than having your car retrofitted for the new R-134 coolant, the new systems typically, though not in all cases, will be damaged by introducing the old R-12 coolant into the system, or an even simpler comparison would be using leaded fuel in a car designed for unleaded resulting in permanent damage to, and possible total failure of the catalytic converter, but yet some people fail to heed the warnings and do it anyway.

We have never been taken to court for any service or quality related issues, nor has the quality of our service been previously questioned in this manner, but we accept that you cannot please all of the people all of the time, no matter how hard we try. We are comfortable that our clean record in this respect indicates that we have however pleased the vast majority of the people the vast majority of the time as this is the only issue of contention relating to our service work since I started performing service in this area in 1986. But, regardless of our past history and the fact that this is only one of hundreds, or possible thousands, of service orders completed since then I would still like to try to rectify this situation to the mutual satisfaction of both parties involved, and as detailed in the paragraph below I am willing to make one more attempt.

We have exceeded any actions required by law in relation to this system, and additionally have gone way beyond our responsibilities under our 90 day limited parts and labor warranty. We have been harassed, threatened, belittled and in addition

we have chosen not to take legal action on the stop payment issue, not to mention waiving the associated charges, we have additionally fixed her system repeatedly at no charge when by all rights we had no responsibility to do so. But, in the interest of resolving this issue amicably we will forward one final offer, specifically we will once again restore the system to operating order at no charge assuming that no other problems or failures have occurred, this offer will remain open until June 30<sup>th</sup> 2000. After this date we will not address this issue again. Further any additional libelous or slanderous accusations or statements may be dealt with in a court of law, and in addition we reserve the right to file a complaint on the check on which payment was stopped.

We are reasonable and responsible people and all that we demand is to be treated in a reasonable and responsible manner. Please advise your client of our offer and also please advise your client that this is our final and only offer pertaining to issues that are not covered under our limited 90 day parts and labor warranty or the 3 year limited manufacturer's warranty on the hard drive.

Sincerely,

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

## 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 business, financial and legal matters, do hereby verify that the facts set forth in the foregoing Answer to Complaint, New Matter and Counter Complaint 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

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

KAREN WELLS and BRAD WELLS,  
wife and husband

Plaintiffs,

vs.

WILLIAM KALTWASSER, JR.  
t/d/b/a WRK COMPUTER SYSTEMS  
Defendant.

: CIVIL ACTION – LAW  
:  
:  
:  
: No. 01 - 175 C. D.  
:  
:  
:  
:  
: Type of Filing: Verification of Service of  
: Answer, New Matter and Counter-  
: Complaint  
:  
: Filed on Behalf of:  
: Defendant  
:  
:  
:  
:  
: Filed by: William R. Kaltwasser, Jr.  
: Pro Se  
: 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

APR 19 2002  
0735212CC Pg.  
William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

I, William R. Kaltwasser, Jr. hereby affirm that on the 19<sup>th</sup> day of APRIL, 2002,  
a true and correct copy of the within Defendant's Answer & Counter Complaint was sent via  
Certified Mail to the following, a copy of sender's receipt is hereto attached:

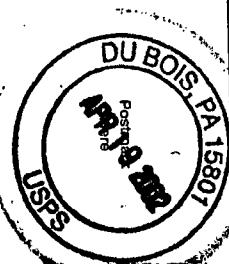
The Law Offices of Querino R. Torretti  
Attn: Mary L. Pothoven, Esq.  
Attorney for Plaintiff  
600 East Main Street  
Reynoldsville, PA 15851

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

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

Article Sent To:

Postage	\$ 1.03
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.63



Name: (Please print)  
WPK Computer Systems  
Street, Apt. No.; or P.O. Box No.  
112 McCracken Run Rd  
City, State, Zip: DuBois, PA 15801

PS Form 3800, July, 1999  
See Reverse for Instructions

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12233

WELLS, KAREN & BRAD

01-175-CD

VS.

WRK TECHNOLOGIES, INC. t/d/b/a WRK COMPUTER SYSTEMS

**AMENDED COMPLAINT**

**SHERIFF RETURNS**

NOW MARCH 15, 2002 AT 12:16 PM EST SERVED THE WITHIN AMENDED COMPLAINT ON WRK TECHNOLLOGIES, INC T/D/B/A WRK COMPUTER SYSTEMS, DEFENDANT AT EMPLOYMENT, 112 MCCRACKEN RUN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AUTUMN MURRAY, OFFICE MGR. A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

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Return Costs

Cost	Description
30.69	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

2nd Day Of May 2002  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

FILED  
04:00  
MAY 02 2002  
EJK

William A. Shaw  
Prothonotary

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

COPY

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
: :  
: Type of Case: Civil  
v. :  
: Type of Pleading:  
WRK TECHNOLOGIES, INC., : Amended Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
: Filed on Behalf of:  
: Plaintiffs  
: :  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID #72164  
: 600 E. Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814) 653-2243

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

JAN 17 2002

Attest:

*Liz L.R.*  
Prothonotary/  
Sklar of Courts

MARCH 12, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *[Signature]*  
Deputy Prothonotary

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
:  
:  
v. :  
:  
:  
WRK TECHNOLOGIES, INC., :  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE PAGES FOLLOWING, 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 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 OR KNOW 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 HELP.

KEYSTONE LEGAL SERVICES, INC.  
211 1/2 E. LOCUST STREET  
CLEARFIELD, PA 16830  
(814) 765-9646

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

KAREN WELLS and BRAD WELLS, : CIVIL DIVISION  
Wife and Husband, :  
Plaintiffs : No. 01-175-C.D.  
: :  
: Type of Case: Civil  
v. :  
: Type of Pleading:  
WRK TECHNOLOGIES, INC., : Amended Complaint  
t/d/b/a WRK COMPUTER SYSTEMS, :  
Defendant :  
:

**AMENDED COMPLAINT**

AND NOW, this 15th day of January, 2002, come the Plaintiffs, by and through their attorney, Mary L. Pothoven, Esquire, and bring the following action:

1. The Plaintiffs, Karen and Brad Wells, wife and husband, are sui juris adults residing at 237 Ohio Street, Reynoldsville, Jefferson County, Pennsylvania 15851.
2. Defendant, WRK Technologies, Inc., t/d/b/a WRK Computer Systems, is a corporation duly incorporated under the laws of the State of Delaware, which maintains its principal place of business at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801; regularly conducting business at 112 McCracken Run Road, DuBois, Clearfield County, Pennsylvania 15801.
3. Defendant is in the business of servicing and repairing computers, including personal computers.

4. On or about April 3, 2000, Plaintiffs took their IBM Aptiva, to Defendant's place of business for the purposes of having the computer's memory expanded.

5. Plaintiffs' computer, as originally manufactured, had only 3GB hard drive memory.

6. Defendant, by and through its servants, agents and employees, advised Plaintiffs it was possible to expand the memory on Plaintiffs' computer up to 20GB.

7. Defendant, by and through its servants, agents and employees, advised Plaintiffs of difficulty installing the 20GB expanded memory due to the fact Plaintiffs' computer had Windows 95 rather than the upgraded Windows 98. It was Defendant's recommendation they install Windows 98 to complete the installation of the expanded memory.

8. Based upon representations made to Plaintiffs, Plaintiffs agreed to have Defendant company install Windows 98 on their computer and delete Windows 95.

9. Defendant gave a written warranty guaranteeing the parts installed were satisfactorily installed under condition of normal use for a period of 90 days after date of repair. A copy of the invoice setting forth the Original order for a 20GB upgrade, the additional upgrade to Windows 98 and the warranty is attached hereto and incorporated herein by reference as a fully set forth as Exhibit "A".

10. Plaintiffs picked up their computer from Defendant on April 8, 2000 and paid Defendant in full for the services as set forth on the invoice attached hereto as Exhibit "A". The warranty became effective on April 4, 2000, the date Defendant completed work on Plaintiffs' computer.

11. Almost immediately after receiving their computer back, Plaintiffs began experiencing problems with the computer's functioning, including but not limited to the sound not working requiring the user to go into the volume control panel to turn the volume back up; the sound balance being off balance; and the base control completely failing to work.

12. Plaintiffs contacted IBM for assistance in adjusting the problems set forth in Paragraph #11 above relative to the sound.

13. IBM technicians advised Plaintiffs the make and model of the Aptiva Computer Plaintiffs' owned, the maximum memory recommended for their computer was only 8.64GB. A copy of the manufactures specifications is attached hereto as Exhibit "B" and is incorporated herein by reference as though set forth in full.

14. In addition, Plaintiffs discovered in talking with the IBM technician it was technically possible to expand the memory up to 20GB with the use of free BIOS, it was not recommended. However, in order to put on the free BIOS to expand the memory

to 20GB, it would be necessary to remove rapid resume from their computer.

15. On or about April 12, 2000, Plaintiffs returned their computer to WRK Computer Systems where it was discovered the WRK's technicians had failed to disable the rapid resume. WRK technicians had no explanation for the sound problems Plaintiffs were experiencing and failed to fix them.

16. On or about April 14, 2000, while running diagnostic discs which came with Plaintiffs' computer, the C and D drives disappeared completely and Plaintiffs were unable to access Windows 98 program.

17. Plaintiffs again returned their computer to WRK Computer Systems, who reinstalled the 20GB hard drive and the Windows 98 program. As the warranty was still in effect, WRK did not charge for this service. A copy of the invoice dated April 17, 2000, is attached hereto as Exhibit "C" and incorporated herein by reference as through set forth in full.

18. Following the April 17, 2000 repair, Plaintiffs discovered the sound on their computer was still not working properly again necessitating Plaintiffs to open up the sound files in order to correct the problems. In so doing, the computer prompted installation of the diagnostic disk which came with the computer from the original manufacturer. When the

Plaintiffs installed the diagnostic CD the computer lost all sound.

19. Plaintiffs again took their computer back to WRK Computer Systems to have their sound reinstalled. When Plaintiffs picked up their computer following the reinstallation of the sound, Plaintiffs were presented with an invoice dated April 26, 2000 showing paying due in the amount of \$79.50. A copy of the April 26, 2000 invoice is attached hereto as Exhibit "D" and is incorporated herein by reference as though set forth in full.

20. Plaintiffs protested the bill given that the computer was under the 90 day warranty from the initial upgrade made on the computer by WRK Computer Systems.

21. Defendant by and through its servants, agents and employees refused to honor their warranty and refused to release Plaintiffs' computer until the invoice was paid in full alleging it was Plaintiffs' fault the sound was lost rather than due to any actions taken on part of WRK technicians.

22. After Plaintiffs paid the \$79.50 and took their computer home, the computer continued to have problems with the sound, the base controls did not work properly and, now, the Plaintiffs were unable to run various programs they had on their computer prior to WRK Computer Systems expanding their memory.

23. Subsequently, the problems with the computer expanded in that the computer system would no longer boot up and the computer was completely useless. Again, no one from WRK Technologies, (t/d/b/a WRK Computer Systems) would return Plaintiffs' calls and refused to discuss any additional problems relative to the computer with Plaintiffs in this matter.

24. Between April 26, 2000, and May 12, 2000, Plaintiffs made numerous telephone calls to Defendant, specifically leaving messages for William Kaltwasser, President, CEO and majority stock holder, regarding ongoing problems with Plaintiffs' computer. Defendant failed and refused to return any of Plaintiffs' calls and failed and refused to perform any additional service on Plaintiff's computer despite the fact the computer was still under the original 90 day warranty.

25. As a result of Defendant's refusal to honor their warranty and effectuate repairs to Plaintiffs' computer, it was necessary for Plaintiffs to take their computer to CompUSA Technical Services to have their computer fixed.

26. It was necessary for CompUSA technicians to remove the 20GB hard drive installed by WRK Computer Systems, reinstall the Original 3GB hard drive and the Original Windows 95.

27. CompUSA charged the Plaintiffs \$106.97 to correct the problems with the computer.

28. Attached hereto is a copy of the invoice from CompUSA as Exhibit "E" and is incorporated herein by reference as though set forth in full.

29. After the repairs effectuate on Plaintiffs' computer by CompUSA, Plaintiffs computer has worked perfectly, as it had prior to WRK Computer Systems installing the 20GB hard drive.

WHEREFORE, Plaintiffs respectfully request the Court grant them the following relief:

1. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems refund all monies paid to Defendant in the amounts of \$508.70 and \$79.50, said amounts totaling \$588.20;

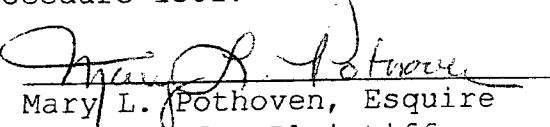
2. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, reimburse Plaintiffs the \$106.97 they paid to CompUSA to repair their computer;

3. That Defendant, William Kaltwasser, Jr. t/d/b/a WRK Computer Systems, be ordered to pay all of Plaintiffs' costs associated with this suit; and

4. All such other relief as this Court deems just and proper.

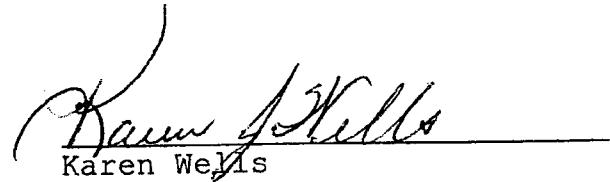
5. The amounts demanded herein do not exceed the jurisdictional amounts requiring arbitration pursuant to Clearfield County Rule of Civil Procedure 1301.

Date: January 15, 2002

  
Mary L. Pothoven, Esquire  
Attorney for Plaintiffs

VERIFICATION

I, Karen Wells, verify that the facts set forth in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

  
Karen Wells

VERIFICATION

I, Brad Wells, verify that the facts set forth in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

Bradley D Wells  
Brad Wells

**WRK COMPUTER SYSTEMS**  
112 McCracken Run Rd., Dubois, PA 15801  
Voice (814) 375-9130 Fax (814) 375-9173  
137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529  
**TRUST THE EXPERIENCE**

DATE 4-3-60

NAME <b>KAREN WELLS</b>		4067	
ADDRESS <b>237 OHIO STREET</b>			
CITY <b>REYN.</b>	PHONE <b>653-2715</b>	DATE OF ORIGINAL INSTALLATION	
MAKE <b>TBM</b>	MODEL <b>Activa</b>	<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input checked="" type="checkbox"/> CONTRACT	
SERIAL NO. <b>1521718P123</b>	DATE PROMISED		

NATURE OF SERVICE  
add 20gb to primary drive,  
not the Secondary drive.  
UPGRADE TO WIN 98  
RESIZE & MOVE PARTITIONS

Pd J# 1041

1.5.

TOTAL MATERIALS		329	90
TECHNICAL SERVICE TIME: <input checked="" type="checkbox"/> SHOP <input type="checkbox"/> HOME		2 HRS	
PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE		150	00
TECHNICIAN <u>J.S.</u>		479	90
COMPLETED <u>8/100</u>		TAX	28
CASH ON COMPLETION OF WORK		TOTAL	
508		70	
TURF <u>James J. Wells</u>			

Guaranty on other side

COPY

*Ex #4* THANK YOU

Signature above constitutes acceptance of above work as being satisfactory and that equipment has been left in good condition.

## OUR GUARANTY

This invoice shows charges for this repair job only. We guarantee only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any warranty with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets

## PROMISSORY NOTE

Date \_\_\_\_\_

for Value Received, I, \_\_\_\_\_

promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_ per centum per annum from date payment is due.

L.S.

(FOR SIGNATURE OF CUSTOMER)

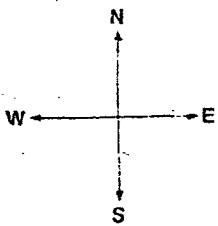
L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS)

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT. NO.
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COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS \_\_\_\_\_

RECEIVED BY \_\_\_\_\_



Search

In Support All PC Products

Go Advanced Search

Support Home

Login

Profile

My Page

Ask an Expert

Help

Support

Worldwide PC Support

Warranty Status Lookup

Quick Path

Enter type-model

Survey

## Aptiva - Maximum hard drive size matrix

### Applicable Countries

Worldwide

### Service Hints & Tips

This is not intended to be a comprehensive list of specific drive manufacturers and models, but rather a general listing of the maximum drive size supported by the system assuming the drive meets the required geometry specifications.

In all cases below the the system should be at the latest BIOS level when applicable.

Program	BIOS Level	Geometry	HD Heads	Maximum Size	Rapid Resume Support
2144/2168 SL-C (Cirrus 5430 Video)	Any	CHS	Any	4GB	Yes
2144/2168 SL-C (Cirrus 5426/5428 video)	Any	CHS	Any	4GB	Yes
2144 SL-D	Any	CHS	Any	4GB	
2144/2168 SL-H (Trident video)	BGO_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-H (Cirrus Video)	BO2_0V	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Trident video)	BG2_0K	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes
2144/2168 SL-I (Cirrus)	BO3_0G	CHS	16	4.2GB	Yes
			<16	7.9GB	Yes

video)						
(ATI Video)	2134/2176	BST_4G	CHS	16	4.2GB (1)	Yes
				<16	7.9GB	Yes
				LBA	16	8.4GB
				<16	8.4GB	Yes (2)
(SIS Video)	2134/2176	BFL_4L	CHS	16	4.2GB (1)	Yes
				<16	7.9GB	Yes
				LBA	16	8.4GB
				<16	8.4GB	Yes (2)
2161/2162	BVA_4I		CHS	16	4.2GB (1)	Yes
				<16	7.9GB	Yes
				LBA	16	8.4GB
				<16	8.4GB	Yes (3)
(Trident video)	2140/2142	BSW_4F	CHS	Any	7.9GB	No
				LBA	Any	127GB
			CHS	Any	7.9GB	No
				LBA	Any	127GB
2136	Any	LBA	Any	Any	8.4GB	No
2137	Any	LBA	Any	Any	8.4GB	No
2138	Any	LBA	Any	Any	127GB	No
2139						
2153						
2156						
2158						
2163						
2164						
2165						
2170						
2171						
2172						
2173						
2174						
2187						
2190						
2199						

(1) – Any disk larger than 4.2G with 16 heads is forced to LBA mode.

(2) – No disk larger than 4.2G running in LBA mode will support Rapid Resume.

(3) – No disk larger than 4.2G will support Rapid Resume.

**Note: Only drives supplied with the system or IBM-supplied field replacement units are supported by IBM. Other factors (such as the operating system used) may affect the compatibility and/or performance of a particular drive with your system. Please examine the Statement of Limited Warranty supplied with your system.**

**HelpCenter Phone List**

[Worldwide Support](#)

[Privacy](#) | [Legal](#) | [Contact](#)

Document ID: DETR-3ULLPZ

Last Modified: 2000-05-05

Copyright © 2000 IBM Corporation

137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529  
TRUST THE EXPERIENCE

DATE 4/17/00

NAME <b>KAREN WELLS</b>	4081	
ADDRESS <b>237 OHIO STREET</b>		
CITY <b>REYN.</b>	PHONE <b>653-2715</b>	DATE OF ORIGINAL INSTALLATION
MAKE <b>IBM</b>	MODEL <b>APTIVA</b>	<input type="checkbox"/> ESTIMATE <input checked="" type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT
SERIAL NO. <b>15217682123</b>	DATE PROMISED	

NATURE OF SERVICE  
**PARTITIONS D & E DISAPPEAR**  
**- DRIVE COPIED OLD DRIVE**  
**- UPGRADED TO 98**  
**- RESIZED PARTITIONS**  
**- SAME WORK AS PREVIOUS PRO**

TOTAL MATERIALS		
TECHNICAL SERVICE TIME: <input type="checkbox"/> SHOP <input type="checkbox"/> HOME		
<input type="checkbox"/> PICK UP OR DELIVER		<input type="checkbox"/> SERVICE CALL CHARGE
TECHNICIAN <b>JS.</b>		
DATE COMPLETED <b>4/17/00</b>		TAX <b>N/A</b>
CASH <small>ON COMPLETION OF WORK</small>		<b>TOTAL</b>
SIGNATURE <b>Karen Wells</b>		

uaranty on other side

COPY

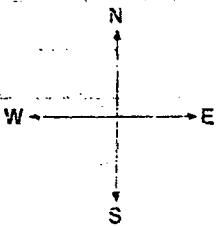
**EX'C' THANK YOU**

Signature above constitutes acceptance of above work as satisfactory and that equipment has been left in good cond

## OUR GUARANTY

This invoice shows charges for this repair job only. We guaranty only that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of ninety days after date of repair. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY US, and we do not, of course, make any guaranty with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately."

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.



Promissory Notes should be made in duplicate with one copy for customer. Before writing on this side, detach carbon, turn it over and reinsert between the sheets.

## PROMISSORY NOTE

I, \_\_\_\_\_ Date \_\_\_\_\_

for Value Received, I, \_\_\_\_\_

I promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

With interest to be paid at the rate of \_\_\_\_\_ per centum per annum, from date payment is due.

L.S.

(FOR SIGNATURE OF CUSTOMER)

L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS)



RECEIVED BY \_\_\_\_\_



<p>ATTN - SOME PROGRAMS ON THE RECOVERY CD ARE NOT COMPATIBLE WITH WINDOWS 98. IT IS UP TO YOU TO INSTALL THEM AT YOUR OWN RISK.</p> <p>Pg. 1 Check # 4058</p>			
--	--	--	--

**WRK COMPUTER SYSTEMS**

112 McCracken Run Rd., Dubois, PA 15801  
Voice (814) 375-9130 Fax (814) 375-9173  
137 Main St., Brookville, PA 15825  
Voice (814) 849-0591 Fax (814) 849-0529

TRUST THE EXPERIENCE

DATE 4/26/2000

NAME	KAREN WELLS		4094
ADDRESS	237 OHIO STREET		
CITY	REYN	PHONE 653-2715	DATE OF ORIGINAL INSTALLATION
MAKE	IBM	MODEL APTIVA	<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT
SERIAL NO.	1521768R123		DATE PROMISED

NATURE OF SERVICE  
-NO SOUND-

NUMBER LOCK & CAP LOCK ONLY SOUND  
MWAVE, CARD

-RE-INSTALLED MWAVE DRIVERS  
(SEE BACK FOR DETAILS)

TOTAL MATERIALS			
TECHNICAL SERVICE TIME: <input checked="" type="checkbox"/> SHOP <input type="checkbox"/> HOME			1 HR
<input type="checkbox"/> PICK UP OR DELIVER <input type="checkbox"/> SERVICE CALL CHARGE			75 00
TECHNICIAN J.S.			
DATE COMPLETED 4/28/00			TAX 4 50
CASH ON COMPLETION OF WORK			<b>TOTAL 79 50</b>
TOTAL MATERIALS			SIGNATURE <u>Karen Wells</u>

Guaranty on other side

COPY

Ex-D" K YOU

Signature above constitutes acceptance of above work as being  
satisfactory and that equipment has been left in good condition

Before filling in section below, detach this sheet or place a writing plate between this sheet and carbon on other side.

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### PROMISSORY NOTE

Date \_\_\_\_\_

or Value Received, I \_\_\_\_\_

promise to pay to the order of \_\_\_\_\_

the sum of \_\_\_\_\_

to be paid as follows: \_\_\_\_\_

with interest to be paid at the rate of \_\_\_\_\_ per centum per annum, from date payment is due.

L.S.

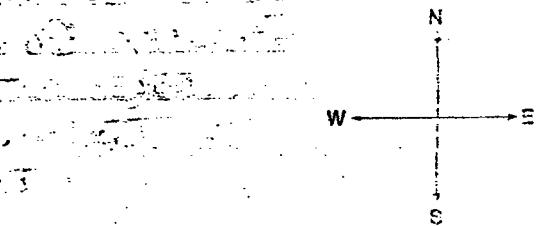
(FOR SIGNATURE OF CUSTOMER)

L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN THE PRESENCE OF:

(WITNESS)



COLOR OF HOUSE	SIDE OF STREET	FLOOR	APT. NO.
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COLOR OF HOUSE \_\_\_\_\_

DELIVERY INSTRUCTIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED BY \_\_\_\_\_



CompUSA #224, Phone 412-825-0414  
3480 Will.Penn Hwy Wilk.Twp PA 15235

175621

	DESKTOP LABOR - FL	99.97	T	
****	TAX	7.00	BAL	106.97
VF	Personal Check			106.97
	CHANGE			.00

ITEMS SOLD = 1  
9/18/00 15:34 0224 16 0012 231068

SEE BACK OF RECEIPT FOR DETAILED  
RETURN POLICY.

- NO REFUND OR EXCHANGE AFTER 14 DAYS
- NO REFUND WITHOUT ORIGINAL RECEIPT
- A 15% OPEN BOX FEE WILL BE CHARGED  
FOR OPENED ITEMS \*
- OPENED SOFTWARE, MOVIES, VIDEOS,  
AND GAME CARTRIDGES MAY ONLY BE  
EXCHANGED FOR SAME ITEM \*
- SPECIAL RESTRICTIONS FOR REFUNDS  
IN EXCESS OF \$250.00 AND REFUNDS  
MADE TO CREDIT CARDS \*
- \* SEE BACK FOR FULL DETAILS

SHOP FROM HOME AND OFFICE AT  
[WWW.COMPUUSA.COM](http://WWW.COMPUUSA.COM)

Thank you for shopping at CompUSA  
The Computer Superstore



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

 COPY

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

### Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 01-0175-CD

Brad & Karen Wells vs. William Kaltwasser, Jr.

Dear Mary L. Pothoven, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick  
Court Administrator

FILED

SEP 12 2005 

William A. Shaw  
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

SEPTEMBER 12, 2005

RE: 01-0175-CD

Brad & Karen Wells vs. William Kaltwasser, Jr.

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By the Court,

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David S. Meholick  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Brad and Karen Wells

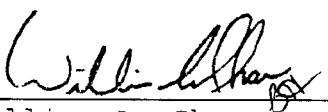
Vs.

01-0175-CD

William Kaltwasser, Jr.

**Termination of Inactive Case**

This case is hereby terminated with prejudice  
this 17<sup>th</sup> day of November, 2005, as per Rule 230.2.

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary

**FILED**

NOV 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts