

01-1308-CD
KENNETH HALDEMAN -VS- METALFECH, INC.

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01- 1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Complaint

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

AUG 13 2001

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-

C.D.

METALTECH, INC.,
Defendant.

NOTICE

TO DEFENDANTS:

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.

Office of the Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.D.

KENNETH HALDEMAN,

PLAINTIFF

VS.

METALTECHN, INC.,

DEFENDANT

PRAECIPE FOR
ENTRY OF APPEARANCE

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-

C.D.

METALTECH, INC.,
Defendant.

COMPLAINT

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firms, and files the within Complaint and in support thereof says as follows:

COUNT I

BREACH OF CONTRACT

1. Plaintiff is an adult individual residing at Treasure Lake, Sandy Township, Clearfield County, Pennsylvania.
2. Defendant is a Pennsylvania corporation who maintains a principal business address at 219 South, DuBois, Pennsylvania 15801.
3. On or about November 20, 1998, Plaintiff was hired by Defendant pursuant to a written employment agreement in the nature of a letter/contract dated November 20, 1998 and executed by Defendant's President, Anthony M. Zaffuto. A copy of the agreement is attached hereto as Exhibit "A" and incorporated by reference as if set forth at length.

4. Plaintiff and Defendant refined and amended the November 20, 1998 agreement by letter of Plaintiff dated December 2, 1998 and accepted by Defendant on December 3, 1998. A photocopy of the aforesaid letter is attached hereto as Exhibit "B" and incorporated by reference as if set forth at length herein.

5. The terms of the parties' agreement obligated Defendant to pay Plaintiff commissions as set forth herein:

a. Three (3%) percent commission on new parts for a period of one (1) year from the original shipment ("new part orders");

b. One half (1/2%) percent on shipments beyond the first year of shipment ("old part orders");

6. Defendant paid Plaintiff on the aforesaid commission schedule until June 30, 2000.

7. Without cause, Defendant refused to pay Plaintiff commissions due and owing Plaintiff after July 1, 2000.

8. On November 10, 2000, Defendant terminated Plaintiff without cause.

9. When Plaintiff was terminated in November of 2000, there were "new part orders" for which Plaintiff was entitled to received a commission of three (3%) percent and also "old part orders" to which Plaintiff was entitled to receive a commission of one half (1/2%) percent.

10. To the best knowledge, information and belief, the amount due and owing Plaintiff for the period July 1, 2000 through October 31, 2000 is \$22,666.35.

11. Plaintiff is further entitled to commissions for "new part orders" and "old part orders" subsequent to Plaintiff's termination in an amount to be determined.

12. Defendant's failure to pay Plaintiff monies due Plaintiff for commissions as set forth herein constitutes breach of the November 20, 1998 and December 3, 1998 agreements between the parties for which Plaintiff has suffered damages in excess of \$22,666.35.

WHEREFORE, Plaintiff demands judgment against Defendant Metaltech, Inc. at least in the amount of \$22,666.35 for compensatory damages, pre judgment interest, post judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT II

TORTIOUS CONVERSION

13. Plaintiff repeats each of the allegations set forth in Count I as if set forth at length herein.

14. Beginning July 1, 2000 and continuing through the date of Plaintiff's termination, November 2000, Defendant did willfully and wantonly interfered with Plaintiff's use and possession of Plaintiff's commissions without Plaintiff's consent and without justification.

15. Plaintiff took no action justifying Defendant's conversion of his commission.

16. Defendant converted \$22,666.35 from Plaintiff for the period July 1, 2000 through October 31, 2000.

17. Defendant converted monies which are not yet ascertainable by Plaintiff for the period subsequent to November 2000.

18. The actions of the Defendant constitute the tort of conversion.

19. The actions of the Defendant are so willful and wanton as to entitle Plaintiff to an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- a. Compensatory damages in excess of \$22,666.35;
- b. Punitive damages;
- c. Pre judgment interest;
- d. Post judgment interest;
- e. Cost of suit;
- f. Such other and further relief as the Court deems fair, just and equitable;

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by twelve jurors on all issues presented herein.

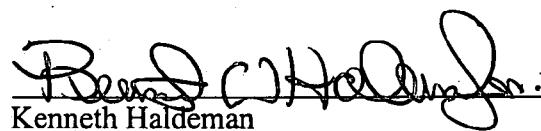
Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. 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.


Kenneth Haldeman

METALTECH, INC.

Quality Powdered Metal Products
RD 1, Box 26
DuBois, PA 15801
Telephone (814) 375-9399 Fax (814) 375-4199

November 20, 1998

Mr. Kenneth W. Haldeman, Jr.
651 Treasure Lake
DuBois, PA 15801

Dear Ken,

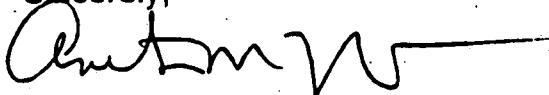
With pleasure, I would like to extend to you the following offer of employment, for Sales Manager, at Metaltech, Inc.:

- ✓ * Starting base salary of \$800.00 per week, paid each Wednesday
- ✓ * Commission of 3% (paid monthly) on all *new* parts ordered (new or existing customers), beginning sixty days after your first day of employment
- ✓ * Commission of .5% (paid monthly) on reorders, on above defined new parts
- ✓ * Metaltech, Inc. will provide a 1997 Lumina for your use (at no cost, including gas, license, oil, etc.), beginning January 1, 1999
- ✓ * Blue Cross/Blue Shield Select Blue, at no cost to you
- ✓ * All typical business expenses, incurred on Metaltech's behalf, in your sales efforts, will be fully reimbursed
- ✓ * Coursework, such as blueprint reading, etc., will be fully reimbursed by Metaltech, Inc.
- ✓ * All other typical Metaltech, Inc. benefits, including participation in our SEP Pension plan, life insurance benefits, vacation and holidays

As Rich Gordon and I mentioned, at our last meeting, Metaltech, Inc. will be very flexible in your exit, from your present employer. Additionally, we recognize that it may be necessary for you, from time to time, to assist your replacement at Ideal Products.

I look forward to your favorable response to this offer.

Sincerely,



Anthony M. Zaffuto, President
Metaltech, Inc.

Kenneth W. Haldeman Jr.

651 Treasure Lake
DuBois, PA. 15801
(814) 375-7679
mel@penn.com

December 2, 1998

Mr. Tony Zaffuto
Metaltech Inc.
R.D. #1 Box 26
DuBois, PA. 15801

Dear Mr. Zaffuto;

In response to your request during our phone conversation yesterday, following please find a review of the details and definitions of employment that we finalized with our meeting on November 24, 1998.:

- Starting base salary of \$800.00 per week (\$41,600 per annum), paid each Wednesday.
* I will be reviewed for merit increases at 6 months and 1 year, and then on an annual basis.
- Commission of 3% (paid monthly) on all new parts ordered (New or existing customers), beginning sixty days after my first day of employment.

New part defined as:

- 1.) Any part that Metaltech has not manufactured before. (For new or existing customers)
- 2.) Any previously manufactured part that Metaltech has not manufactured for a customer in the past 12 months. *Produced 6 M. Achieves Min 3% Price, otherwise 24 months*
- 3.) Any existing part that Metaltech owns the dies to and I can retrieve additional customers for.

New part commission time frame:

The 3% (New Part) commission will be paid on all shipments of a new part, for a period of 1 year from the original shipment.

- Commission of .5% (paid monthly) on shipments of above defined new parts after first year commission rate is no longer applicable.
- Metaltech, Inc. will provide me with a 1997 Lumina for my use, beginning January 1, 1999. (At no cost. Including Gas, license, insurance, maintenance, repairs, etc.)
- Metaltech, Inc. will provide Blue Cross/Blue Shield Select Blue coverage for my entire family. (At no cost)
- All typical business expenses, incurred on Metaltech's behalf, in my sales efforts, will be fully reimbursed by Metaltech, Inc.
- Coursework, such as Blueprint reading, etc., will be fully reimbursed by Metaltech, Inc.
- I will be eligible for all other typical Metaltech, Inc. benefits, including:
 - 1.) Participation in SEP Pension plan
- Company will match contribution to plan, up to 3%.
 - Maximum deferred contribution is \$6,000 dollars.
 - 2.) Life insurance benefits
 - 3.) Two(2) weeks of paid vacation.
 - 4.) Paid holidays

With exception to the definition of a New part and the time frame of the 3% new part commission, I believe that everything else was pretty much straight forward.

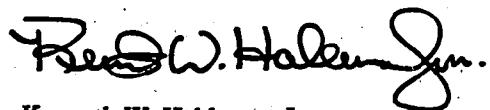
If you should have any questions about this information, please do not hesitate to contact me!

Thank You for your time and the opportunity. I look forward to getting down to work on Monday, December 14, 1998!

Note: I spoke to Mr. Gordon today about the timing for the Blue Cross/Blue Shield Select Blue coverage changeover to your plan. (I am covered with Ideal through December 31, 1998) He indicated to me that the timing worked out well, as long as I filled out the appropriate paperwork for him by December 15th.

CK -
Ken W. Haldeman Jr.
12-3-98

Regards;



Kenneth W. Haldeman Jr.

RECEIVED
MAY 22 2001
RECORDED

RECEIVED
MAY 22 2001
RECORDED

RECEIVED
MAY 22 2001
RECORDED

FILED 3:24
AUG 13 2001
PL - \$180.¹⁰
Napkin
2 cc - to Shff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11367

HALDEMAN, KENNETH

01-1308-CD

VS.

METALTECH, INC.

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 17, 2001 AT 11:00 AM DST SERVED THE WITHIN COMPLAINT ON METALTECH, INC., DEFENDANT AT EMPLOYMENT, RT. 219 S., RD 1, BOX 26, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANTHONY ZAFFUTO, PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

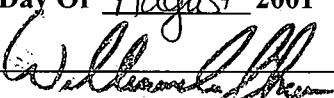
SERVED BY: SNYDER/SHULTZ

Return Costs

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

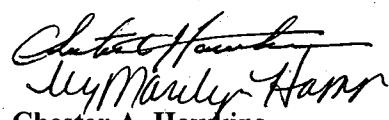
Sworn to Before Me This

23rd Day Of August 2001



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

So Answers,


Chester A. Hawkins
Sheriff

FILED

01/10/4381
AUG 23 2001

William A. Shaw
Prothonotary

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

COPY

KENNETH HALDEMAN,
Plaintiff

vs.

METALTECH, INC.,
Defendant.

No. 01- 1308 C.D.

Type of Pleading: Complaint

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

Attest:

William L. Hause
Prothonotary

AUG 13 2001

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

KENNETH HALDEMAN, :
Plaintiff, :
vs. : No. 01- C.D.
METALTECH, INC., :
Defendant. :
:

NOTICE

TO DEFENDANTS:

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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.

Office of the Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 5982

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

KENNETH HALDEMAN,
Plaintiff

vs.

: No. 01- C.D.

METALTECH, INC.,
Defendant

COMPLAINT

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firms, and files the within Complaint and in support thereof says as follows:

COUNT I

BREACH OF CONTRACT

1. Plaintiff is an adult individual residing at Treasure Lake, Sandy Township, Clearfield County, Pennsylvania.
2. Defendant is a Pennsylvania corporation who maintains a principal business address at 219 South, DuBois, Pennsylvania 15301.
3. On or about November 20, 1998, Plaintiff was hired by Defendant pursuant to a written employment agreement in the nature of a letter/contract dated November 20, 1998 and executed by Defendant's President, Anthony M. Zaffuto. A copy of the agreement is attached hereto as Exhibit "A" and incorporated by reference as if set forth at length.

4. Plaintiff and Defendant refined and amended the November 20, 1998 agreement by letter of Plaintiff dated December 2, 1998 and accepted by Defendant on December 3, 1998. A photocopy of the aforesaid letter is attached hereto as Exhibit "B" and incorporated by reference as if set forth at length herein.

5. The terms of the parties' agreement obligated Defendant to pay Plaintiff commissions as set forth herein:

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WHEREFORE, Plaintiff demands judgment against Defendant Metaltech, Inc. at least in the amount of \$22,666.35 for compensatory damages, pre judgment interest, post judgment interest, cost of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT II

TORTIOUS CONVERSION

13. Plaintiff repeats each of the allegations set forth in Count I as if set forth at length herein.

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DEMAND FOR JURY TRIAL

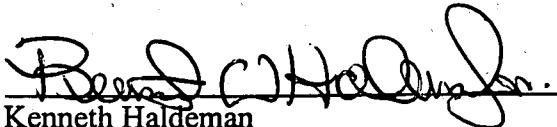
Plaintiff demands a trial by twelve jurors on all issues presented herein.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. 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.



Kenneth Haldeman

METALTECH, INC.

Quality Powdered Metal Products
RD 1, Box 26
DuBois, PA 15801
Telephone (814) 375-9399 Fax (814) 375-4199

November 20, 1998

Mr. Kenneth W. Haldeman, Jr.
651 Treasure Lake
DuBois, PA 15801

Dear Ken,

With pleasure, I would like to extend to you the following offer of employment, for Sales Manager, at Metaltech, Inc.:

- ✓ * Starting base salary of \$800.00 per week, paid each Wednesday
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- * All other typical Metaltech, Inc. benefits, including participation in our SEP Pension plan, life insurance benefits, vacation and holidays

As Rich Gordon and I mentioned, at our last meeting, Metaltech, Inc. will be very flexible in your exit, from your present employer. Additionally, we recognize that it may be necessary for you, from time to time, to assist your replacement at Ideal Products.

I look forward to your favorable response to this offer.

Sincerely,



Anthony M. Zaffuto, President
Metaltech, Inc.

Kenneth W. Haldeman Jr.

651 Treasure Lake
DuBois, PA. 15801
(814) 375-7679
mel@penn.com

December 2, 1998

Mr. Tony Zaffuto
Metaltech Inc.
R.D. #1 Box 26
DuBois, PA. 15801

Dear Mr. Zaffuto:

In response to your request during our phone conversation yesterday, following please find a review of the details and definitions of employment that we finalized with our meeting on November 24, 1998.:

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- Coursework, such as Blueprint reading, etc., will be fully reimbursed by Metaltech, Inc.
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CK -
K.W.H.
12-3-98

Regards;

Kenneth W. Haldeman Jr.

Kenneth W. Haldeman Jr.

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

KENNETH HALDEMAN,

: NO. 01 - 1308 - C.D.

PLAINTIFF

: TYPE OF CASE: CIVIL

VS.

: TYPE OF PLEADING: PRAECIPE FOR
ENTRY OF APPEARANCE

METALTECH, INC.,

: FILED ON BEHALF OF: DEFENDANT

DEFENDANT

: COUNSEL OF RECORD:

: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

: BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(814) 371-2730

FILED

SEP 1 2001

m.b. 44100cc
William A. Shaw

Prothonotary

REB

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

KENNETH HALDEMAN,

NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

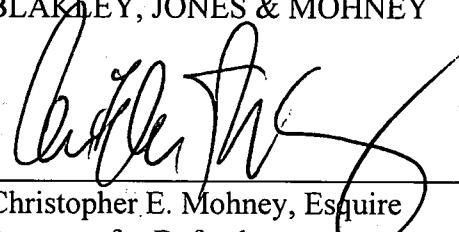
PRAECIPE FOR ENTRY OF APPEARANCE

TO WILLIAM SHAW, PROTHONOTARY:

Please enter my appearance on behalf of Defendant **METALTECH, INC.**, in the
above-captioned case.

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

DATE: 9/7/01

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

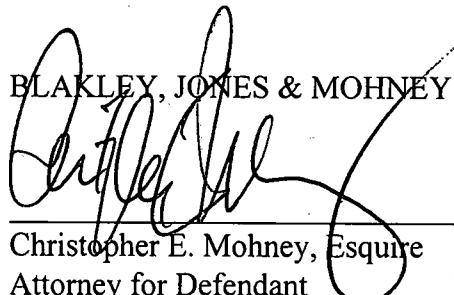
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Praecipe for Entry of Appearance has been served upon the following individual by regular United States mail, postage prepaid, on this 7th day of September, 2001:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801
Attorney for Plaintiff

BY:

BLAKLEY, JONES & MOHNEY


Christopher E. Mohney, Esquire
Attorney for Defendant
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.C.D.

KENNETH HALDEMAN,

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

PRELIMINARY OBJECTIONS

LAW OFFICES

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

FILED

SEP 17 2001

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.
PLAINTIFF : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: PRELIMINARY
OBJECTIONS
METALTECH, INC., : FILED ON BEHALF OF: DEFENDANT
DEFENDANT : COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

SEP 17 2001

11:15 AM
William A. Shaw
Prothonotary
No 41c

ES

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

NOTICE TO PLEAD

TO: PLAINTIFF

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are notified to file a written response to the within PRELIMINARY OBJECTIONS within twenty (20) days from service hereof or a default judgment may be entered against you.

BLAKLEY, JONES & MOHNEY

BY:

Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Pa. I.D. #63494

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

PRELIMINARY OBJECTIONS

AND NOW, comes Defendant **METALTECH, INC.**, by its attorneys, **BLAKLEY, JONES & MOHNEY, ESQUIRES**, and files the following Preliminary Objections to Plaintiff's Complaint:

INTRODUCTION

1. Defendant **METALTECH, INC.** (hereinafter referred to as "**METALTECH**") was served with a Complaint filed on behalf of Plaintiff **KENNETH HALDEMAN** (hereinafter referred to as "**HALDEMAN**") which sets forth two (2) counts against Defendant, the first in the nature of breach of contract and the second count in the nature of the tort of conversion.
2. In essence, **HALDEMAN** has alleged that **METALTECH** owes him money pursuant to an Employment Contract for services he performed while he was employed for **METALTECH**.
3. While **HALDEMAN** at no time alleges that he made any demand for these alleged monies owing him from **METALTECH**, the basis of his allegations and computation of alleged damages are incident to a written contract of employment, which contract is attached to his Complaint.

4. Based upon the same allegations of fact for which the action in breach of contract lies, **HALDEMAN** has attempted to state a claim against **METALTECH** for "tortious conversion".

COUNT I - PRELIMINARY OBJECTION PURSUANT
TO PA R.C.P. 1028(a)(4) - DEMURRER

5. Paragraphs 1 through 4 above are incorporated herein and as if set forth at length.

6. The gist of **HALDEMAN'S** claim for relief against **METALTECH** is breach of contract, specifically, allegations that **METALTECH** has failed to pay him under the terms of their Employment Agreement.

7. Under Pennsylvania law, a cause of action in tort does not exist for **HALDEMAN** since the allegations against **METALTECH** are based on a failure to perform, rather than an improper performance of a contractual obligation.

8. Under Pennsylvania law, an action in contract cannot be converted to one in tort simply by alleging that the conduct in question was wantonly done.

WHEREFORE, Defendant **METALTECH, INC.** moves that Count II of Plaintiff **KENNETH HALDEMAN'S** Complaint be dismissed.

COUNT II - PRELIMINARY OBJECTION PURSUANT
TO PA R.C.P. 1028(a)(4) - DEMURRER

9. Paragraphs 1 through 8 above are incorporated herein and as if set forth at length.

10. The standard of review to test the legal sufficiency of the challenge pleading in the nature of a demurrer admits is true all well pleaded, material, relevant facts, and every inference fairly deducible from those facts.

11. Even under the aforementioned standard of review, should this Court find that **HALDEMAN** can raise a count in tort with his breach of contract claim, under Pennsylvania law

a failure to pay a debt is not conversion.

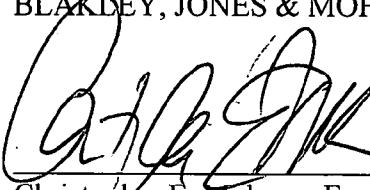
12. **HALDEMAN'S** Complaint is based exclusively on the allegation that **METALTECH** has failed to pay a debt owing him, specifically, his wages in the form of commissions. Assuming the pleaded facts as true, this does not amount to conversion.

WHEREFORE, Defendant **METALTECH, INC.** requests that Plaintiff **KENNETH HALDEMAN'S** Count II be dismissed.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.

Date: 9/14/01

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

KENNETH HALDEMAN, : NO: 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Preliminary Objections has been served upon

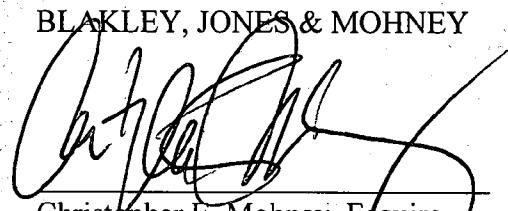
the following individual by regular United States mail, postage prepaid, on this 14 day of
September, 2001:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801
Attorney for Plaintiff Kenneth Haldeman

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Pa. I.D. #63494

CF

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0360 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Answer to Preliminary
Objections

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 09 2001
mjl:411ncc

William A. Shaw
Prothonotary

[Signature]

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

KENNETH HALDEMAN, :
Plaintiff, :
vs. : No. 01-1308 C.D.
: :
METALTECH, INC., :
Defendant. : :

ANSWER TO PRELIMINARY OBJECTIONS

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firms, and answers the Preliminary Objections of Defendant Metaltech, Inc. as follows:

1. Admitted.
2. Admitted.
3. Denied. Paragraph 7 of Plaintiff's Complaint states, "Without cause, Defendant refused to pay Plaintiff's commissions due and owing Plaintiff after July 1, 2000." It is implicit within paragraph 7 that Plaintiff made demand and Defendant refused to pay commissions due.
4. Admitted in part and denied in part. Plaintiff admits making a claim under a breach of contract theory. However, Plaintiff also set forth a claim for tortious conversion. All other allegations set forth in paragraph 4 are denied.

ANSWER TO COUNT I – PRELIMINARY OBJECTION
PURSUANT TO PA.R.C.P. 1028(a)(4) – DEMURRER

5. No answer is required of this paragraph.
6. Denied. Plaintiff has set forth a cause of action for tortious conversion of monies due Plaintiff.
7. Denied. Plaintiff has set forth a cause of action under tortious conversion. “Conversion is the deprivation of another’s right of property in, or use or possession of, a chattel, without the owner’s consent and without lawful justification”. Brinich v. Jencka, 2000 Pa.Super. 209, 757 A.2d 388, 403 (Pa.Super.2000).
8. Denied. For the reasons set forth in Plaintiff’s answer to paragraph 7, Plaintiff has plead a cause of action based upon conversion. Plaintiff may maintain dual causes of action when the facts support same. In this case, without cause nor provocation, Defendant withheld money of Plaintiff and said action constitutes conversion.

WHEREFORE, Plaintiff respectfully request the Court dismiss Preliminary Objection – Count I (Demurrer) with prejudice.

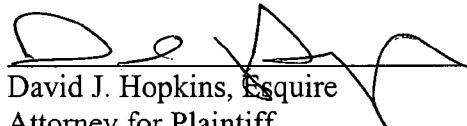
ANSWER TO COUNT II – PRELIMINARY OBJECTION
PURSUANT TO PA.R.C.P. 1028(a)(4) – DEMURRER

9. No answer is required of this paragraph.
10. Admitted.
11. Denied. For the reasons set forth in Plaintiff’s answer to paragraph 7, Plaintiff has plead a cause of action based upon conversion. Plaintiff may maintain dual causes of action when the facts support same. In this case, without cause nor provocation, Defendant withheld money of Plaintiff and said action constitutes conversion.

12. Denied. Plaintiff's Complaint alleges Defendant, without cause nor justification, suddenly and without reason failed to pay over monies which were due him. Said pleading constitutes a conversion for the reasons set forth herein and as such Plaintiff has plead a cause of action under tortuous conversion.

WHEREFORE, Plaintiff respectfully request the Court dismiss Preliminary Objection – Count II (Demurrer) with prejudice.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

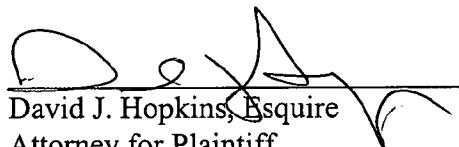
vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to Preliminary Objections, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 5th day of October, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins

Licensed in PA & NJ
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: hopkins@penn.com

Lea Ann Heltzel

Licensed in PA

October 5, 2001

marcy

William A. Shaw, Prothonotary
~~Clearfield County Courthouse~~
One North Second Street
Clearfield, PA 16830

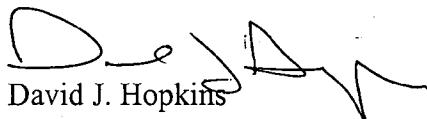
Re: Kenneth Haldeman vs. Metaltech, Inc.

No. 01-1308 C.D.

Enclosed herewith please find Answer to Preliminary Objections for the above captioned matter. Would you be so kind as to file this document of record.

Thank you for your assistance in this matter.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjt

Enclosure

cc: Christopher E. Mohney, Esquire

BLAKLEY, JONES & MOHNEY

*Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801*

October 9, 2001

**Telephone (814) 371-2730
Fax (814) 375-1082**

**Benjamin S. Blakley, III
Christopher E. Mohney**

Marcy Kelley
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Suite 228
Clearfield, PA 16830

**RE: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308-C.D.**

Dear Marcy:

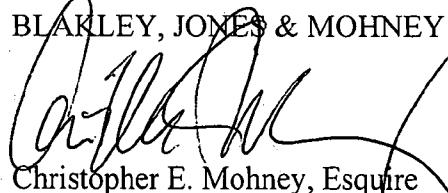
On behalf of my client, Metaltech, Inc., in the aforementioned matter, I filed Preliminary Objections. Opposing counsel of record, David J. Hopkins, Esquire, has filed written Answer to Preliminary Objections.

The matter is now ripe for a Hearing. At your earliest convenience, kindly set forth a Briefing schedule and Hearing date, time and place.

Thank you.

Sincerely,

BLAKLEY, JONES & MOHNEY


Christopher E. Mohney, Esquire

CEM:kdm

copy to: David J. Hopkins, Esquire
Metaltech, Inc.



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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

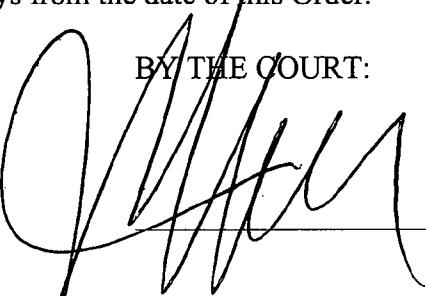
METALTECH, INC.,
Defendant.

CONSENT ORDER

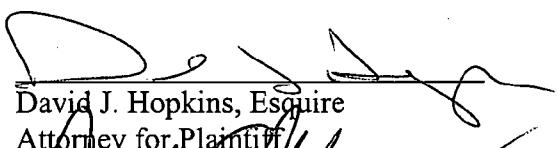
AND NOW, this 14th day of December, 2001 upon consent of the parties it is
hereby ORDERED and ADJUDGED as follows:

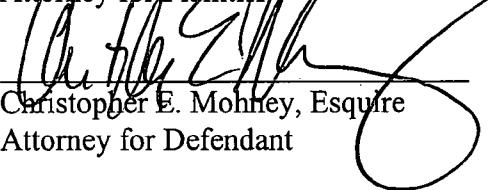
1. Defendant Metaltech, Inc.'s Preliminary Objections are granted.
2. Count II of Plaintiff, Kenneth Haldeman's, Complaint alleging tortious conversion is hereby dismissed.
3. Defendant Metaltech, Inc. shall file a responsive pleading to Count I – Breach of Contract within twenty (20) days from the date of this Order.

BY THE COURT:


JUDGE

I consent to the form and entry of the within Order.


David J. Hopkins, Esquire
Attorney for Plaintiff


Christopher E. Mohney, Esquire
Attorney for Defendant

FILED

DEC 14 2001
01/21/2002 catty
William A. Shaw
Prothonotary
Hopkins

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.D.

KENNETH HAIDEMAN,

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

ANSWER, NEW MATTERN
AND COUNTERCLAIM

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.
PLAINTIFF : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: ANSWER, NEW
METALTECH, INC., : MATTER AND COUNTERCLAIM
DEFENDANT : FILED ON BEHALF OF: DEFENDANT
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JAN 17 2002

01/138/acc atty, Mohney
William A. Shaw
Prothonotary

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

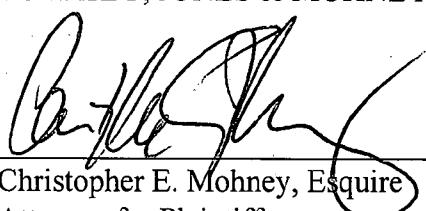
NOTICE TO PLEAD

TO: METALTECH, INC.
c/o DAVID J. HOPKINS, ESQUIRE

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are notified to file a written response to the within NEW MATTER within twenty (20) days from service hereof or a default judgment may be entered against you.

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

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 Counterclaim is 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 an order may be entered against you by the Court without further notice for any money claimed in the Counterclaim 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
Second & Market Streets
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 50-51

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

DEFENDANT :

ANSWER, NEW MATTER AND COUNTERCLAIM

AND NOW, comes Defendant **METALTECH, INC.**, by its attorneys, **BLAKLEY, JONES & MOHNEY, ESQUIRES**, and files the following Answer, New Matter and Counterclaim as follows:

ANSWER

COUNT I - BREACH OF CONTRACT

1. Admitted.

2. Admitted.

3. Denied. To the contrary, the letter of Defendant dated November 20, 1998, and attached to Plaintiff's Complaint as Exhibit "A" is an offer of employment by Defendant to Plaintiff, the terms of which are a writing which speaks for itself.

4. Admitted in part, denied in part. It is admitted that Defendant received and accepted letter dated December 2, 1998, from Plaintiff, marked Exhibit "B" to Plaintiff's Complaint, and that Exhibit "B" was received by Defendant on December 3, 1998. It is denied that Exhibit "B" to

Plaintiff's Complaint "refined and amended the November 20, 1998, agreement by letter" to the extent that the November 20, 1998, letter of Plaintiff to Defendant was an offer of employment, as more fully set forth in paragraph 3 of this Answer, which averments are incorporated by reference and as if set forth at length herein.

5 (a) - (b). Denied. Exhibit "B" attached to Plaintiff's Complaint is a written document, the terms of which speak for themselves.

6. Admitted in part, denied in part. It is denied that Defendant paid Plaintiff on the commission schedule set forth in paragraph 5 of Plaintiff's Complaint. However, it is admitted that Defendant paid Plaintiff pursuant to the commission schedule as set forth in letter of December 2, 1998, from Plaintiff to Defendant, which letter is marked Exhibit "B" as attached to Plaintiff's Complaint.

7. Denied. To the contrary, Defendant did not pay Plaintiff commissions due and owing Plaintiff after July 1, 2000, for good cause, including, but not limited to the facts that in early June, 2000, Plaintiff agreed to a new commission schedule structure pursuant to which there are no commissions due Plaintiff. By way of further response, Plaintiff agreed to be responsible for filing his "commission due" reports, on a monthly basis, which Plaintiff failed to file after June 30, 2000.

8. Admitted in part, denied in part. It is admitted that Defendant terminated Plaintiff's employment with Metaltech, Inc. on or about November 10, 2000. Defendant denies that the termination was without cause. To the contrary, Plaintiff was advised on more than one occasion prior to the valid agreement restructuring his sales commission that his job was in jeopardy because of eroding sales. By way of further response, in any event whether there was cause for termination is irrelevant because there is no agreed to term of employment between the parties.

9. Denied. To the contrary, nothing is owing Plaintiff from Defendant for all those reasons set forth in paragraphs 7 and 8 set forth in this Answer, which paragraphs are incorporated herein by reference and as if set forth at length.

10. Denied. By way of further response, the averments of paragraphs 7 and 9 of this Answer are incorporated by reference and as if set forth at length herein.

11. Denied. By way of further response, the averments of paragraphs 7, 8 and 9 of this Answer are incorporated by reference and as if set forth at length herein.

12. Denied. By way of further response, the averments of Paragraphs 3, 4, 7 and 9 are incorporated herein by reference and as if set forth at length.

WHEREFORE, Defendant **METALTECH, INC.** demands judgment in its favor and against Plaintiff **KENNETH HALDEMAN**, plus costs of suit.

NEW MATTER

13. In the early part of June, 2000, Plaintiff met with Anthony M. Zaffuto, President of Metaltech, Inc. and Richard Gordon, also of Metaltech, Inc., the result of the meeting being a valid and enforceable oral agreement between Plaintiff and Defendant that a new commission structure for Plaintiff would start on July 1, 2000.

14. Resultant of the meeting and the valid and enforceable oral agreement mentioned in paragraph 13 of this New Matter, Plaintiff filed a "commission due" report at the end of June, 2000, which commission payment request was pursuant to the terms of the valid and enforceable agreement on new commission structure, thereby acknowledging his understanding of and agreement to his new commission structure resultant of his meeting with Messrs. Zaffuto and Gordon in early

June of 2000.

15. Plaintiff failed to file any "commission due" requests pursuant to any commission structure after June, 2000.
16. From July, 2000, forward, Plaintiff's sales efforts failed to reach the threshold necessary to receive a commission pursuant to his newly existing commission structure agreement resultant of his meeting with Messrs. Zaffuto and Gordon in early June of 2000.
17. From July, 2000, forward, Plaintiff did not file for commission payments under his obsolete, but original commission structure agreement.
18. If it is determined that Defendant does owe Plaintiff commission incident to Plaintiff's former employment with Defendant, to which Defendant denies any are owing, Defendant was justified in not paying commissions as Defendant believes, and therefore avers, that Plaintiff owes Defendant reimbursement on his expense account(s), certain charges submitted for reimbursement, and other perquisites enjoyed by Plaintiff during his employment with Defendant.
19. If it is determined that Defendant does owe Plaintiff commission incident to Plaintiff's former employment with Defendant, to which Defendant denies any are owing, Defendant is owed a right of set-off because of reimbursements owing Defendant by Plaintiff incident to Defendant's expense account(s), reimbursements and other perquisites of Plaintiff during his employment by Defendant.

WHEREFORE, Defendant **METALTECH, INC.** demands judgment in its favor and against Plaintiff **KENNETH HALDEMAN**, together with costs of suit.

COUNTERCLAIM

20. During Plaintiff's term of employment with Defendant, Plaintiff enjoyed the use of a company-titled vehicle, company credit card to be utilized for business-related purchases and a general expense account to which he submitted receipts for reimbursement.

21. Defendant believes, and therefore avers, that Plaintiff owes reimbursement to Defendant for certain items that he purchased on his expense account with Defendant, but failed to return, for example, accessories for a "palm pilot", and, further, that Plaintiff had activity on his Metaltech, Inc. company American Express card in his possession and after his last day of employment, which above citations are not meant to limit Defendant's Counterclaim.

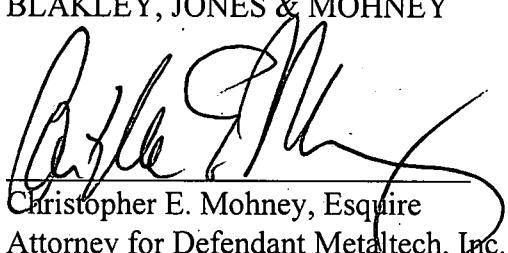
22. Defendant is further entitled to reimbursement for any of Plaintiff's misuse of company credit cards, vehicle and/or expense accounts in an amount to be determined.

WHEREFORE, Defendant **METALTECH, INC.** demands judgment against Plaintiff **KENNETH HALDEMAN** in an amount exceeding \$20,000.00, plus interest as allowed under Pennsylvania law, costs of suit and such other relief as this Honorable Court deems just.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.

Date: 1/10/02

VERIFICATION

I, ANTHONY M. ZAFFUTO, President of METALTECH, INC., being duly authorized to make this verification, have read the foregoing Answer, New Matter and Counterclaim. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments we may be subject to criminal penalties.

METALTECH, INC.

Date: 1-9-02

BY: Anthony M. Zaffuto President
ANTHONY M. ZAFFUTO, PRESIDENT

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.D.

KENNETH HALDEMAN,

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

CERTIFICATE OF SERVICE

FILED

IAN 23 2002

*Wm. A. Shaw
Prothonotary*

no CC red

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.
PLAINTIFF : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: CERTIFICATE
METALTECH, INC., : OF SERVICE
DEFENDANT : FILED ON BEHALF OF: DEFENDANT
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JAN 23 2002

**William A. Shaw
Prothonotary**

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

DEFENDANT :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant's Answer, New Matter and Counterclaim has been served upon the following individual by regular United States mail, postage prepaid, on this 22nd day of January, 2002:

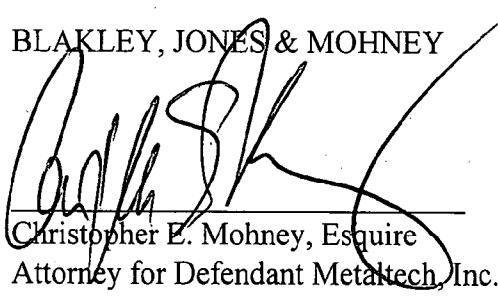
David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801
Attorney for Plaintiff Kenneth Haldeman

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:

Christopher E. Mohney, Esquire
Attorney for Defendant Metatech, Inc.
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Pa. I.D. #63494



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.D.

KENNETH HALDEMAN,

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

MOTION FOR SANCTIONS FOR
FAILURE TO RESPOND TO REQUEST FOR
PRODUCTION

FILED

FEB 20 2002

M. J. McCarthy
William A. Shaw
Prestonetary

Feb 20 Mohney

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA. 15801

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

KENNETH HALDEMAN,

: NO. 01 - 1308 - C.D.

PLAINTIFF

: TYPE OF CASE: CIVIL

VS.

: TYPE OF PLEADING: MOTION FOR
SANCTIONS FOR FAILURE TO
RESPOND TO REQUEST FOR
PRODUCTION

METALTECH, INC.,

DEFENDANT

: FILED ON BEHALF OF: DEFENDANT

: COUNSEL OF RECORD:

: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

: BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(814) 371-2730

FILED

FEB 20 2002

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

DEFENDANT :

RULE RETURNABLE

AND NOW, this 27th day of February, 2002, upon consideration of the foregoing Motion for Sanctions for Failure to Respond to Request for Production, it is the ORDER of this Court that a Rule be issued upon the Plaintiff to show cause why the Motion should not be granted.

RULE Returnable and Hearing thereon to be held the 25 day of April, 2002, at 9:30 o'clock A M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

BY THE COURT:

FILED

FEB 27 2002
0125612cc-acty
William A. Shaw
Prothonotary
EWS

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :
VS. :
METALTECH, INC., :
DEFENDANT :
:

**MOTION FOR SANCTIONS FOR FAILURE TO RESPOND
TO REQUEST FOR PRODUCTION**

Defendant, **METALTECH, INC.**, by its attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE**, hereby moves this Court for an Order pursuant to Pennsylvania Rule of Civil Procedure No. 4019(a)(1)(vii) and (viii) directing Plaintiff **KENNETH HALDEMAN** to serve full and complete responses to Defendant's Request for Production of Documents and Subpoena, and in support thereof avers as follows:

1. Plaintiff **KENNETH HALDEMAN** started this lawsuit by the filing of a Complaint.
2. Defendant **METALTECH, INC.** filed Preliminary Objections to the Complaint, which Objections resulted in a Consent Order of the parties withdrawing one of the Counts of **HALDEMAN** that was brought in tort.
3. By letter dated September 27, 2001, the undersigned forwarded a Subpoena for Production of Documents to **HALDEMAN'S** counsel, David J. Hopkins, Esquire. A copy of this Subpoena is attached hereto and marked Exhibit "A".

4. **HALDEMAN** delivered certain items in response to the Subpoena to the undersigned on November 5, 2001.

5. Incomplete response to the Subpoena was given **METALTECH** from **HALDEMAN**.

6. By correspondence, the undersigned has notified **HALDEMAN'S** lawyer of the deficiencies on the response to the Subpoena. Attached hereto and marked Exhibit "B" is letter dated November 13, 2001, January 3, 2002, and February 7, 2002.

7. On November 19, 2001, **METALTECH** forwarded to counsel for **HALDEMAN** a First Request for Production of Documents.

8. A period of more than thirty (30) days has elapsed since the Request for Production of Documents were served upon opposing counsel.

9. While counsel has communicated with each other in providing outstanding discovery to the other, **HALDEMAN** has failed to provide the complete information incident to the Subpoena and any of the information for Request for Production in spite of reasonable expansion of deadlines afforded by **METALTECH**.

10. The need for the production of documents incident to the Subpoena and the Request is more critical now that **HALDEMAN** has filed Preliminary Objections to **METALTECH'S** Counterclaim, and frankly, discovery in this matter may lead to more claims of **METALTECH** against **HALDEMAN**.

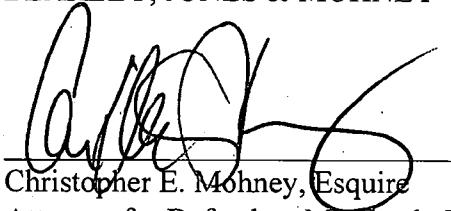
11. For the foregoing reasons, **METALTECH** believes and avers that **HALDEMAN** will not answer its discovery requests absent a Court Order pursuant to Pennsylvania Rule of Civil Procedure 4019(a)(vii) and (viii).

WHEREFORE, Defendant **METALTECH, INC.** requests that the Court enter an Order directing Plaintiff **KENNETH HALDEMAN** to file full and complete responses to Defendant **METALTECH, INC.**'s Requests for Production of Documents and Subpoena within ten (10) days or suffer appropriate sanctions to be imposed upon further applications to this Court.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.

Date: 2/19/02

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Kenneth Haldeman

Plaintiff(s)

Vs.

*

No. 2001-01308-CD

Metaltech, Inc.

Defendant(s)

*

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE
4009.22

TO: KENNETH HALDEMAN - c/o David J. Hopkins, Esquire
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

See attached sheet

Blakley, Jones & Mohney
(Address) 90 Beaver Drive, Box 6
Du Bois, PA 15801

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Christopher E. Mohney, Esquire

ADDRESS: 90 Beaver Drive, Box 6
Du Bois, PA 15801

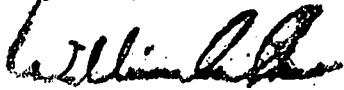
TELEPHONE: (814) 371-2730

SUPREME COURT ID # 63494

ATTORNEY FOR: Defendant

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

1. The "palm pilot" purchased by Mr. Haldeman during his employment with Metaltech and/or all of Mr. Haldeman's records relating to his employment with Metaltech, Inc., including, but not limited to dates of customer trips and visits and customer lists of Metaltech, Inc.;
2. Copies of all cellular telephone bills of Mr. Haldeman during his employment with Metaltech, Inc.;
3. Copies of all home telephone bills of Mr. Haldeman during his employment for Metaltech, Inc.;
4. All cash receipts of Mr. Haldeman that he submitted for reimbursement from Metaltech during his employment.

BLAKLEY, JONES & MOHNEY

Attorneys and Counselors at Law

90 Beaver Drive, Box 6

Du Bois, Pennsylvania 15801

November 13, 2001

Telephone (814) 371-2730

Fax (814) 375-1082

Benjamin S. Blakley, III

Christopher E. Mohney

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801

**RE: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308-C.D.**

Dear Dave:

I have gone through the information you dropped off at my office on November 5, 2001, in response to our subpoena. Admittedly, but without embarrassment, I am in some aspects technologically-challenged. I tried to view items on the disk presented from Mr. Haldeman, and either there is nothing on the disk other than the file indicating five (5) trips, or I am attempting to improperly access the information contained thereon. For instance, when I try to access the contents of one of the file folders contained on the disk, I fail to get any further than that step. While I appreciate the attempt of convenience in turning over discovery by computer disk, regrettably, I must ask for hard copies of whatever is purported to be contained on the disk, or at the very least detailed instructions on how I can access that information.

Finally, I note in the packet that there are no cash receipts for Mr. Haldeman that he submitted for expense reimbursement from Metaltech during his employment. Does that mean he has no such document(s), or that he simply has not yet produced the same? Please respond specifically.

Thank you.

Sincerely,

BLAKLEY, JONES & MOHNEY



Christopher E. Mohney, Esquire

CEM:kdm

copy to: Metaltech, Inc. ✓



BLAKLEY, JONES & MOHNEY

Attorneys and Counselors at Law

90 Beaver Drive, Box 6

Du Bois, Pennsylvania 15801

January 3, 2002

Telephone (814) 371-2730

Fax (814) 375-1082

Benjamin S. Blakley, III

Christopher E. Mohney

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801

RE: Kenneth Haldeman vs. Metaltech, Inc. - No. 01-1308-C.D.

Dear Dave:

In the form of a status report, please be advised that my client is reviewing our responsive pleading to the breach of contract Complaint you filed on behalf of Mr. Haldeman. I expect to have the original filed in the very near future, as soon as I receive verification from Metaltech.

Next, I note from review of the file that we both have some outstanding discovery owing each other.

Regarding your Request for Production of Documents, I do have the information from my client necessary to answer any requests which are not objectionable. Actually, I had the information in late November and, quite frankly, have not had the opportunity to put together the formal responses. I expect to be accomplishing this in the next couple of days.

Meanwhile, I also note that you owe me some answers on our First Request for Production of Documents that was served on or about November 19, 2001. Moreover, initially we had subpoenaed some information to which you supplied answers and we requested additional information to complete responses to the subpoenaed information. Enclosed is my letter of November 13, 2001, for your convenience.

Please let me know when we can expect the answers owed us on our request.

At some point soon, I expect to desire to schedule the deposition of Mr. Haldeman. I am of the opinion that as soon as we can complete our exchange of initial discovery, Mr. Haldeman's deposition can be scheduled.

Sincerely,

BLAKLEY, JONES & MOHNEY

Christopher E. Mohney, Esquire

CEM:kdm

Enclosure

copy to: Metaltech, Inc.



BLAKLEY, JONES & MOHNEY
Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801

Telephone (814) 371-2730
Fax (814) 375-1082

February 7, 2002

Benjamin S. Blakley, III
Christopher E. Mohney

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801

RE: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308-C.D.

Dear Mr. Hopkins:

Enclosed is our Response to your Request for Production of Documents.

I was wondering when we will receive the responses from Mr. Haldeman to our Request for Production of Documents. Also, Mr. Haldeman, I feel, owes us more complete answers on the initial subpoena for information.

If he would rather that I file a Motion to Compel with the Court, please advise.

If we do not have the information before the end of business on February 15, 2002, or your assurance of its immediate receipt soon thereafter, I will presume we will need to file the Motion to Compel.

Thank you.

Sincerely,

BLAKLEY, JONES & MOHNEY

Christopher E. Mohney, Esquire

CEM:kdm

Enclosure

copy to: Metaltech, Inc. (w/enc.)



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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

DEFENDANT :

ORDER

AND NOW, this _____ day of _____, 2001, after Hearing on Defendant
METALTECH, INC.'S Motion for Sanctions against Plaintiff **KENNETH HALDEMAN** for
Plaintiff's failure to respond to Defendant's Request for Production of Documents and Subpoena,
it is hereby ORDERED that said Motion is granted and Plaintiff **KENNETH HALDEMAN** shall
answer Defendant **METALTECH, INC.**'S Request for Production of Documents and Subpoena
within ten (10) days of date of this Order or appropriate sanctions will be imposed upon further
application to this Court.

BY THE COURT:

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0360 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs. No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Answer to New Matter

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

MAR 05 2002

111/181ncc

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and files the within Answer to New Matter as follows:

13. Denied. Plaintiff admits Plaintiff met with Anthony M. Zaffuto, President of Metaltech, and Richard Gordon also participated for approximately 25% of said meeting. Plaintiff denies the meeting resulted in a valid enforceable oral agreement between Plaintiff and Defendant, rather, the meeting was an open round-table discussion regarding Plaintiff's compensation structure with Defendant with many different ideas and proposals discussed. The Plaintiff denies the meeting ended with any agreements or any enforceable oral contracts.

14. Denied. Plaintiff repeats his answer to New Matter No. 13 and by way of further answer, Plaintiff's June, 2000 commission report is identical to the commission reports submitted prior thereto.

15. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

16. Denied. For the reasons set forth herein, Plaintiff denies there was a new commission agreement.

17. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

18. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

19. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

WHEREFORE, Plaintiff, Kenneth Haldeman, demands judgment in his favor dismissing Defendant Metaltech, Inc.'s New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

vs.

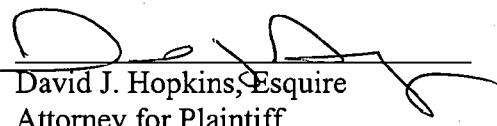
No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 14th day of March, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Answer to Motion
for Sanctions for Failure to Respond
to Request for Production

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

APR 08 2002

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant

**ANSWER TO MOTION FOR SANCTIONS FOR FAILURE
TO RESPOND TO REQUEST FOR PRODUCTION**

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and Answers the Motion for Sanctions for Failure to Respond to Request of Production of Documents as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted. By way of further answer, Mr. Haldeman delivered a significant number of items to Plaintiff. See attached letter dated November 5, 2002. In addition thereto, one of the items requested by Defendant was the information on Plaintiff's palm pilot. Plaintiff reproduced the documents onto a computer disk and supplied Defendant's attorney with same. Apparently Defendant's attorney did not have the appropriate software to open and read the disk. However, Defendant's President has a palm pilot and certainly has the software to open and read all of the information. Notwithstanding all of the above,

Plaintiff has supplied a paper copy of the information on his palm pilot to defense counsel.

5. Denied. To the extent Plaintiff seeks cash receipts of Mr. Haldeman that he submitted for reimbursement from Metaltech during his employment, the question is in essence rhetorical. If Mr. Haldeman submitted cash receipts for reimbursement to Metaltech then Metaltech has the documents.
6. Denied. Plaintiff denies the answer to the subpoena was defective.
7. Admitted.
8. Admitted.
9. Admitted in part and denied in part. Plaintiff admits counsel exchanging communication with each other. Plaintiff denies he has failed to complete information incident to the subpoena or the Request for Production of documents. To the extent the Request for Production has not been completely answered, the requests are objectionable or Defendant has no documents. For instance there is no relevance to Plaintiff's 1999, 2000 or 2001 tax returns. Defendant issued Plaintiff a W2 for all of the income that Defendant paid Plaintiff and this information is well known to Defendant. The request for tax returns has no merit in this litigation.

Answer to Request for Production of Documents No. 2 was fully set forth in the November 5, 2001 correspondence. Therein Plaintiff supplied all of the correspondence between Plaintiff and Defendant.

Answer to Request for Production of Documents No. 3 is none.

Answer to Request for Production of Documents No.4 is none.

Answer to Request for Production of Documents No.5 was set forth in the Answer to the subpoena. To the extent it requests information following Mr. Haldeman's termination the answer is none.

Answer to Request for Production of Documents No.6 was set forth in the answer to the subpoena.

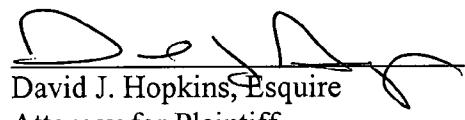
Answer to Request for Production of Documents No.7 was set forth in this subpoena to the extent applicable. To the extent the answer is not applicable, then the answer is none.

10. Denied. Metaltech first issued a subpoena which requested all of the information that was also requested in the Request for Production of Documents Plaintiff answered the subpoena. Defendant now complains that the Request for Production of Documents has not been answered even though the subpoena was fully answered.

11. Denied. Plaintiff had fully complied with the Request for Production of Documents of Defendant by answering the subpoena.

WHEREFORE, Plaintiffs Motion for Sanctions should be dismissed.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 8th day of April, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

Lea Ann Heltzel
Licensed in PA

November 5, 2001

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801

Re: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308 C.D.

Dear Mr. Mohney:

Pursuant to the Subpoena which was served upon my client, enclosed herewith please find the following documents:

1. May 19, 2000 Memorandum from Tony;
2. October 16, 2000 Memorandum from Tony;
3. Metaltech Inc. Sales Summary:

1/1/99 – 1/31/99;
2/1/99 – 2/28/99;
3/1/99 – 3/31/99;
4/1/99 – 4/30/99;
5/1/99 – 5/31/99;
6/1/99 – 6/30/99;
8/1/99 – 8/31/99;
9/1/99 – 9/30/99;
10/1/99 – 10/30/99;
11/1/99 – 11/30/99;
12/1/99 – 12/31/99;
1/1/00 – 1/31/00;
2/1/00 – 2/28/00;
3/1/00 – 3/31/00;
4/1/00 – 4/30/00;
5/1/00 – 5/31/00;
06/1/00 – 6/30/00.

2. Mr. Haldeman will not produce his private palm pilot without an Order of Court. However, attached hereto is a computer disk with personal information and current employer information redacted.
3. Bell Atlantic billing dated July 13, 2000;
4. Bell Atlantic billing dated August 13, 2000;
5. Bell Atlantic billing dated September 13, 2000;
6. Bell Atlantic billing dated February 13, 2000;
7. Cellular One billing through September 26, 2000;
8. Cellular One billing through October 26, 2000;
9. Cellular One billing through August 26, 2000;
10. Cellular One billing through July 26, 2000;
11. Cellular One billing through June 30, 2000;
12. Cellular One billing through May 31, 2000;
13. Cellular One billing through March 31, 2000;
14. Cellular One billing through February 29, 2000;
15. Cellular One billing through December 31, 1999;
16. Cellular One billing through June 30, 1999.
17. Beneficiary Designation Form;
18. Blue Cross/Blue Shield Enrollment Application;
19. Metaltech Inc. Expectation and Requirements for Subcontractors;
20. Premiere Pharmacy Directory – I believe this is a health insurance book. The full copy of which is available for your inspection in my office.
21. November 13, 1998 correspondence from Metaltech;
22. November 20, 1998 correspondence from Metaltech;
23. Handwritten notes regarding employment with Metaltech;
24. December 2, 1998 correspondence from Kenneth W. Haldeman, Jr.;
25. Contract between Plaintiff and Defendant which begins with statement "+ \$2,600 in salary. . ."
26. October 12, 2000 memorandum from Tony Zaffuto to Ken Haldeman;
27. May 25, 2000 memorandum to Ken Haldeman;
28. Dock Street Manufacturing, Inc. memorandum to Plaintiff from AMZ;
29. Mission History 1999;
30. New Part Order Log – page 1;
31. Monthly Commission Statements:
2/99 – 6/00;
32. Employee Enrollment, Simple IRA – this is a book, the original of which is available in my office for inspection;
33. Principal Mutual Funds - this is a book, the original of which is available in my office for inspection;
34. ARMAD Funds - this is a book, the original of which is available in my office for inspection;
35. W-4 – 1999;
36. Select Blue Health Care Coverage - this is a book, the original of which is available in my office for inspection;
37. International Journal of Powered Metallurgy - this is a book, the original of which is available in my office for inspection;

38. 1997 Physician Directory - this is a book, the original of which is available in my office for inspection.

I believe that the information complies with your subpoena. If you have any questions, please feel free to contact me.

Very truly yours,

David J. Hopkins
Attorney at Law

DJH/bjt

cc: Kenneth W. Haldeman, Jr.

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

Lea Ann Heltzel
Licensed in PA

March 4, 2002

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801

Re: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308 C.D.

Dear Mr. Mohney:

Enclosed herewith please find the following documents which Mr. Haldeman recently located at his home regarding Metaltech, Inc.:

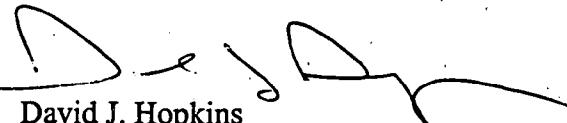
1. May 23, 2000 Memo;
2. May 24, 2000 Memo;
3. March 26, 1999 Memo;
4. February 25, 1999 Management Meeting Notes;
5. June 22, 1999 Staff Meeting Notes;
6. February 5, 1999 Meeting Notes;
7. Management Review Meeting Notes;
8. August 17, 1999 Memo;
9. November 4, 1999 Memo;
10. November 2, 1999 Memo;
11. October 14, 1999 Memo;
12. November 16, 1999 Memo;
13. December 20, 1999 Process Meeting;
14. December 21, 1999 Meeting Notes;
15. December 1, 1999 Meeting Notes;
16. Document which begins "In order to facilitate our move to more orderly planning and utilization . . ." (2 pages);
17. December 16, 1999 Metaltech Administrative Meeting (hand written notes);
18. March 10, 2000 interoffice memo;
19. March 23, 2000 Memo;
20. June 12, 2000 Memo from Plaintiff to Mr. Zaffuto;

Christopher E. Mohney, Esquire
March 4, 2002
Page 2

21. June 30, 2000 Memo;
22. June 15, 2000 Memo;
23. June 6, 2000 Memo;
24. June 20, 2000 Memo;
25. June 13, 2000 Memo with quotation to G.W. Lisk Co., Inc.;
26. Fax cover sheet dated June 12, 2000;
27. February 22, 2000 Memo;
28. April 18, 2000 Memo;
29. Planning Grid; and
30. Undated Memo referring to "Knowles" 416-1.

Should you have any questions, please feel free to contact me.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/jc

Enclosures

cc: Kenneth W. Haldeman, Jr.

FILED 12:45 PM
APR 08 2002
cc Atty Hopkins
C
E
KRS

William A. Shaw
Prothonotary

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

CK

MOTION FOR
SANCTION
TO JKR. BY CINWY
4-25-02

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

KENNETH HALDEMAN,
Plaintiff,

vs. No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

RULE TO SHOW CAUSE

AND NOW, this 9th day of April, 2002, upon consideration of the foregoing Motion for Sanctions for Failure to Respond to Request for Production of Documents, filed on behalf of Kenneth Haldeman, it is the Order of this Court that a Rule is hereby issued upon the Defendant to show cause, if any, why the Motion should not be granted.

Rule Returnable and hearing thereon to be held on the 25 day of
April, 2002, at 9:30 o'clock A M. in Courtroom No. () of the
Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

BY THE COURT,

JUDGE

FILED

APR 09 2002

William A. ^{CLAW}
Prothonotary

U.S. DISTRICT COURT, CLARK COUNTY, NEVADA
CLARK COUNTY CLERK

APR 10 2002 5:00 PM

CLERK'S OFFICE

CLARK COUNTY, NEVADA

RECEIVED AND FILED, CLERK'S OFFICE, CLARK COUNTY, NEVADA

RECEIVED AND FILED, CLERK'S OFFICE, CLARK COUNTY, NEVADA

RECEIVED AND FILED, CLERK'S OFFICE, CLARK COUNTY, NEVADA

FILED

APR 09 2002

01250 p.m.
William A. Shaw
Prothonotary

cc to Atty Hopkins

EES

RECEIVED

ARRA

RECEIVED

THE HOPKINS LAW FIRM.

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Amended Answer to
New Matter

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

APR 18 2002

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

AMENDED ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and files the within Amended Answer to New Matter as follows:

13. Denied. Plaintiff admits Plaintiff met with Anthony M. Zaffuto, President of Metaltech, and Richard Gordon also participated for approximately 25% of said meeting. Plaintiff denies the meeting resulted in a valid enforceable oral agreement between Plaintiff and Defendant, rather, the meeting was an open round-table discussion regarding Plaintiff's compensation structure with Defendant with many different ideas and proposals discussed. The Plaintiff denies the meeting ended with any agreements or any enforceable oral contracts.

14. Denied. Plaintiff repeats his answer to New Matter No. 13 and by way of further answer, Plaintiff's June, 2000 commission report is identical to the commission reports submitted prior thereto.

15. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

16. Denied. For the reasons set forth herein, Plaintiff denies there was a new commission agreement.

17. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

18. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

19. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

WHEREFORE, Plaintiff, Kenneth Haldeman, demands judgment in his favor dismissing Defendant Metaltech, Inc.'s New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

vs.

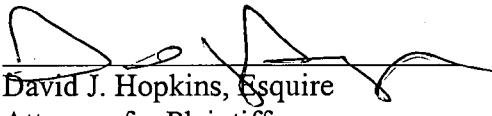
No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Amended Answer to New Matter, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 16th day of April, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. 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.

Kenneth Haldeman

FILED

No
cc

M 11.34 801
APR 18 2002

William A. Shaw
Prothonotary

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Motion for
Sanctions for Failure to Respond
to Request for Production

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

APR 08 2002
o 12:35/113
William A. Shaw
Prothonotary

2 CIRCUIT TO ATTY

EKB

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

KENNETH HALDEMAN, :
Plaintiff, :
vs. : No. 01-1308 C.D.
METALTECH, INC., :
Defendant :
:

**MOTION FOR SANCTIONS FOR FAILURE TO RESPOND
TO REQUEST FOR PRODUCTION OF DOCUMENTS**

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and hereby moves this Court for an Order pursuant to Pennsylvania Rule of Civil Procedure 4019(a)(1)(vii) and (b)(iii) directing Defendant, Metaltech, Inc. to serve full and complete responses to Plaintiff's Request for Production of Documents and in support thereof, avers as follows:

1. Plaintiff, Kenneth Haldeman, started this lawsuit by the filing of a Complaint.
2. After Preliminary Objections, Defendant filed an Answer, New Matter and Counterclaim.
3. Plaintiff answered the New Matter and filed Preliminary Objections to the Counterclaim which are pending before this Court.
4. The essence of Plaintiff's action is that Plaintiff was an employee of Defendant, compensated through a written employment agreement in which Plaintiff received commissions. Defendant, without cause nor reason, stopped paying Plaintiff's commission. Plaintiff seeks compensation for all of the commissions for which he is due.

5. Plaintiff filed a Request for Production of Documents, a copy of which is attached hereto. Defendant answered some but said answers were so inadequate as to be non-responsive.
6. Request No. 2 seeks "photocopies of all litigation documents relating to other individuals or entities claiming monies from the Defendant as a result of unpaid sales commissions." Defendant objected to same as "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". None Defendant's objections are accurate.
7. Request No. 3 seeks "detailed commissions reports for Plaintiff." Defendant provided a photocopy of the same information Plaintiff had sent Defendant pursuant to Defendant's discovery. Plaintiff advises that each month with a commission statement he gave to Defendant the monthly shipping report. It is inconceivable that Plaintiff does not have the monthly shipping reports.
8. Request No. 5 seeks "a photocopy of all quotations sent to customers during the employ of Plaintiff with the Defendant." Defendant answered by objecting as "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". The request is none of the above and all of this information is well within the possession of the Defendant.
9. Request No. 6 seeks "a photocopy of all requests and quotations received by Defendant during Plaintiff's employ with the Defendant". Defendant answered by objecting as "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". The request is none of the above and all of this information is well within the possession of the Defendant.

10. Request No. 8 seeks "sales comparison reports for the years 1998, 1999 and 2000." Defendant objected to the request as "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". The request is none of the above.
11. Request No. 10 seeks "all accounts or claims against the Defendant over 60 days old." Defendant's answer is "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". The request is none of the above.
12. Request No. 11 seeks "shipment reports for the period of January, 1999 through present." Defendant objected to same as being "vague, overbroad, ambiguous, irrelevant, burdensome and/or harassing". The request is none of the above. The shipment reports define Plaintiff's commission and are completely relevant.
13. Request No. 12 seeks "all evidence of contributions to Plaintiff's 401(k) plan." Defendant provided information regarding contributions to a SEP IRA for the year 2000, but no information regarding contributions for the year 1999.
14. Request No. 13 seeks "photocopies of expense reports submitted by Plaintiff to Defendant." Defendant's Answer that the information was attached. However, it was not.
15. Request No. 14 seeks "photocopies of all checks for other indicia of payment of any sort from Plaintiff to Defendant." Defendant objected to same as being burdensome and harassing. It is not. All of the aforesaid information is well within the usual documentation required by a company to maintain.
16. After receiving the Defendant's Answer to Plaintiff's Request for Production of Documents, Plaintiff wrote to Defendant's attorney on March 2, 2002, a

copy of which is attached hereto, setting forth the deficiencies in the Request for Production of Documents and giving Defendant an additional 30 days to answer same. Defendant has not supplemented its answers and therefore, this Motion was necessary.

17. On or about March 6, 2002, Plaintiff filed a second Request for Production of Documents based primarily on the Counterclaim filed by Defendant. Said Request for Production of Documents was not due until April 6, 2002. It is only two days late. However, in the event that Defendant has not fully complied with Plaintiff's Second Request for Production of Documents by the time this matter is before the Court, then Plaintiff respectfully requests the Court enter an Order obligating Defendant to Answer the Second Request for Production of Documents.

WHEREFORE, Plaintiff, Kenneth Haldeman, requests the Court enter an Order directing Defendant, Metaltech, Inc., to file full and complete responses to Plaintiff's Request for Production of Documents within 10 days or suffer appropriate sanctions to be imposed upon further application to this Court.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

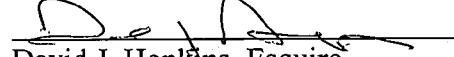
vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Motion for Sanctions for Failure to Respond to Request for Production of Documents, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 6/12 day of April, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

vs.

METALTECH, INC.,
Defendant.

: No. 01-1308 C.D.

: Type of Pleading: Request for Production of
Documents

: Filed on behalf of: Kenneth Haldeman

: Counsel of Record for this party:

: DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

: 900 Beaver Drive
DuBois, Pennsylvania 15801

: (814) 375-0300

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

KENNETH HALDEMAN, :
Plaintiff, :
vs. : No. 01-1308 C.D.
: :
METALTECH, INC., :
Defendant. :
:

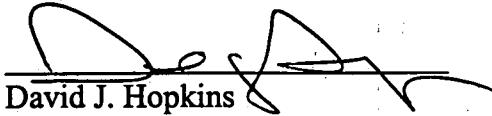
REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Metaltech, Inc.
Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorney, David J. Hopkins, Esquire and requests that the above named party produce the following described documents and things for inspection and copying at the office of Plaintiff's counsel, David J. Hopkins, Esquire, 900 Beaver Drive, DuBois, Pennsylvania 15801, in accordance with the Pennsylvania Rules of Civil Procedure, Rule 4001, 4003, and 4009. This request is deemed to be continuing in nature and will require updating as additional documents and materials are received by the above named party or its counsel, insurance company or agents. The following documents and things are requested for production within thirty (30) days:

1. Employment file for Plaintiff.
2. Photocopies of all litigation documents relating to other individuals or entities claiming monies from the Defendant as a result of unpaid sales commissions.
3. All detailed commission reports for Plaintiff.

4. Any written documented discussions concerning the dismissal of Plaintiff from Defendant's employ.
5. Photocopy of all quotations sent to customers during the employ of Plaintiff with the Defendant.
6. Photocopy of all requests for quotations received by Defendant during Plaintiff's employ with the Defendant.
7. Defendant's employee review notes concerning Plaintiff.
8. Sales comparison reports for the years 1998, 1999 and 2000.
9. Any and all employment agreements between Plaintiff and Defendant, including any modifications thereof.
10. All accounts or claims against Defendant over sixty (60) days old.
11. Shipment reports for the period of January 1999 through present.
12. All evidence of contributions to Plaintiff's 401(K) plan.
13. Photocopies of expense reports submitted by Plaintiff to Defendant.
14. Photocopies of all checks or other indicia of payment of any sort from Defendant to Plaintiff.



David J. Hopkins
Attorney for Plaintiff

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

Lea Ann Heltzel
Licensed in PA

March 2, 2002

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801

Re: Kenneth Haldeman vs. Metaltech, Inc.
No. 01-1308 C.D.

Chris
Dear Mr. Mohney:

I have had the opportunity to review the Defendant's Answer to Plaintiff's Request for Production of Documents and do not find same to be responsive nor complete. The answer is insufficient in the following manner:

1. The employment file of Mr. Haldeman does not include the letter contracts which we previously provided or the modification agreement. Can I assume that your client does not have those documents and what you provided to me consisting of five pages is the entire employment file of Plaintiff?
2. Plaintiff requested photocopies of all litigation documents relating to other individuals or entities claiming money from the Defendant as a result of unpaid sales commissions. You provided me no documentation towards that end. Would you please verify that Metaltech has no documentation in your client's possession.
3. Plaintiff requested all detailed commission reports for Plaintiff. What you provided was a recopy of what I had sent you. Mr. Haldeman reports that each month with the commission statement he provided the monthly shipment report. Again, would you please certify that what you provided to me consisting of monthly commission statement from February, 1999 through June 2000 is all that is in your possession.
4. Request number 4 required written documented discussions concerning the

Christopher E. Mohney, Esquire
March 2, 2002
Page 2

dismissal of Plaintiff from Defendant's employ. You did not provide any. Would you be so kind as to verify that Metaltech has no documents in response to request for Production of Document No. 4.

5. Plaintiff failed to answer request for Production of Document No. 5. Would you please answer this request.
6. Plaintiff failed to answer request for Production of Document No. 6. Would you please answer this request.
7. Plaintiff requested Defendant's Employee Review Notes concerning Plaintiff. You provided the following documents:
 - a. Market Strategy dated 04/05/00;
 - b. Memo dated 4/18/00;
 - c. Memo dated 5/25/00;
 - d. Memo dated 5/30/00;
 - e. Memo dated 9/6/00;
 - f. Memo dated 9/19/00;
 - g. Memo dated 10/4/00.

Would you please verify that those documents are the only "Defendant's Employee Review Notes concerning Plaintiff" in your possession.

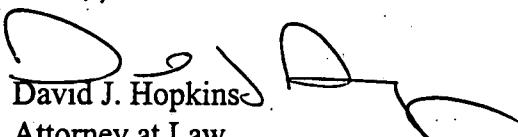
8. In responding to request No. 9 you did not provide a photocopy of the Amendment to the original contract. Would you please certify that the December 2, 1998 letter from Mr. Haldeman to Mr. Zaffuto is the only Employment Agreement or modification in your possession.
9. Defendant did not answer request No. 10 for all accounts or claims against Defendant which are over 60 days old.
10. Defendant did not answer request No. 11 for shipment reports for the period January 1999 through present.
11. Request No. 12 requested evidence of contribution to Plaintiff's 401K plan. You provided information for the period January, 2000 through November, 2000. There is no information concerning 1999. Would you kindly update this request.
12. Defendant failed to provide photocopies of expense reports for Request No. 13
Submitted by Plaintiff to Defendant.

Christopher E. Mohney, Esquire
March 2, 2002
Page 3

13. Request 14 asked for photocopies of all checks or other indicia of payment of any sort from Defendant to Plaintiff. Defendant provided no such information.

As set forth above, I believe the answers provided by the Defendant in this case are seriously deficient. Would you please update your Answers to the Request for Production of Documents within the next 30 days. In the event I do not have said answers, then I will file the appropriate motion.

Very truly yours,


David J. Hopkins
Attorney at Law

DJH/jc

cc: Kenneth W. Haldeman, Jr.

3/28/02

David J. Hopkins
Attorney at Law

Entered pursuant to Rule 5.1
Clerk's Office
4/8/02

Plaintiff, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the
memorandum.

Plaintiff, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the memorandum, Plaintiff's
Counsel's Office, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the memorandum.

Plaintiff, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the memorandum.

Plaintiff, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the memorandum.

Plaintiff, Plaintiff's Counsel, Plaintiff's Counsel's Office, Plaintiff's Counsel
done in Chambers without a hearing or an oral reading of the memorandum.

FILED

APR 08 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 01 - 1308 - C.D.

KENNETH HALDEMAN,

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

PRELIMINARY OBJECTIONS TO
PLAINTIFF'S ANSWER TO NEW MATTER

LAW OFFICES
BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.
PLAINTIFF : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: PRELIMINARY
METALTECH, INC., : OBJECTIONS TO PLAINTIFF'S
DEFENDANT : ANSWER TO NEW MATTER
: FILED ON BEHALF OF: DEFENDANT
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

APR 11 2002
019421nocc
William A. Shaw
Prothonotary *KED*

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

KENNETH HALDEMAN,

NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

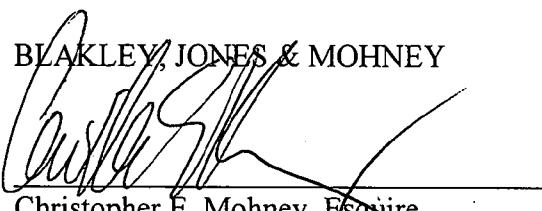
NOTICE TO PLEAD

TO: PLAINTIFF

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are notified to file a written response to the within PRELIMINARY OBJECTIONS within twenty (20) days from service hereof or a default judgment may be entered against you.

BY:

BLAKLEY, JONES & MOHNEY


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Pa. I.D. #63494

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

KENNETH HALDEMAN,

NO. 01 - 1308 - C.D.

PLAINTIFF

VS.

METALTECH, INC.,

DEFENDANT

PRELIMINARY OBJECTIONS

AND NOW, comes Defendant **METALTECH, INC.**, by its attorneys, **BLAKLEY, JONES & MOHNEY, ESQUIRES**, and files the following Preliminary Objections to Plaintiff's Answer to New Matter:

**PRELIMINARY OBJECTION RAISING FAILURE TO CONFORM
TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 1024**

1. Plaintiff **KENNETH HALDEMAN** filed a pleading styled "Answer to New Matter", copy of which is attached hereto and marked Exhibit "A".
2. **HALDEMAN'S** "Answer to New Matter" is not verified.
3. Pennsylvania Rule of Civil Procedure 1024 requires, in relevant part, that "every pleading containing an averment of fact not appearing of record in that action or containing a denial of fact shall state that the averment or denial is true upon the signor's personal knowledge or information and belief and shall be verified."
4. Under Pennsylvania Rule of Civil Procedure 1028(a)(2), a party may preliminarily object by way of a Motion to Strike Off a Pleading because of lack of conformity to Rule of Court.

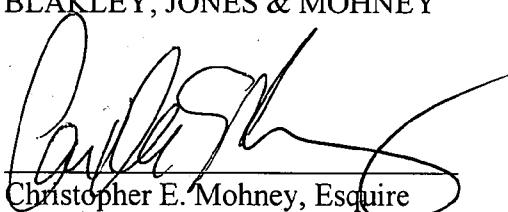
5. Since **HALDEMAN'S** Answer to New Matter is not verified, it violates Pennsylvania Rule of Civil Procedure 1024(a-c).

WHEREFORE, Defendant **METALTECH, INC.** respectfully requests that Plaintiff **KENNETH HALDEMAN'S** Answer to New Matter be stricken.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.

Date: 4-9-02

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Answer to New Matter

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

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

KENNETH HALDEMAN, :
Plaintiff, :
: vs. : No. 01-1308 C.D.
: :
METALTECH, INC., :
Defendant. :
:

ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and files the within Answer to New Matter as follows:

13. Denied. Plaintiff admits Plaintiff met with Anthony M. Zaffuto, President of Metaltech, and Richard Gordon also participated for approximately 25% of said meeting. Plaintiff denies the meeting resulted in a valid enforceable oral agreement between Plaintiff and Defendant, rather, the meeting was an open round-table discussion regarding Plaintiff's compensation structure with Defendant with many different ideas and proposals discussed. The Plaintiff denies the meeting ended with any agreements or any enforceable oral contracts.

14. Denied. Plaintiff repeats his answer to New Matter No. 13 and by way of further answer, Plaintiff's June, 2000 commission report is identical to the commission reports submitted prior thereto.

15. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

16. Denied. For the reasons set forth herein, Plaintiff denies there was a new commission agreement.

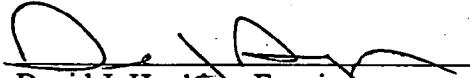
17. Denied. Plaintiff attempted to file commission due reports, however, Defendant, by and through its agent, Anthony Zaffuto, refused to accept the commission statements and requests by Plaintiff after June, 2002.

18. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

19. Denied. Plaintiff does not owe Defendant for any reimbursements for his expense account, charges submitted for reimbursements or other prerequisites enjoyed by Plaintiff during his employment with Defendant. By way of further answer, Defendant has not set forth with any particularity the alleged monies which Plaintiff owes Defendant and as a result thereof, Plaintiff has filed Preliminary Objections to Defendant's Counter-Claim which in essence requests the same relief.

WHEREFORE, Plaintiff, Kenneth Haldeman, demands judgment in his favor dismissing Defendant Metaltech, Inc.'s New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

vs.

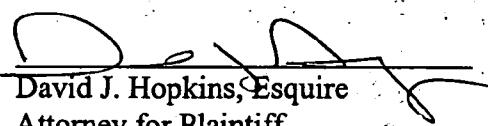
No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to New Matter, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 11th day of March, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN, : NO. 01 - 1308 - C.D.

PLAINTIFF :

VS. :

METALTECH, INC., :

DEFENDANT :

CERTIFICATE OF SERVICE

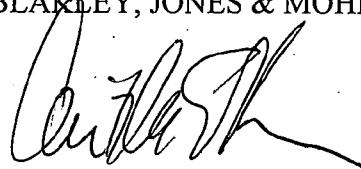
I hereby certify that a true and correct copy of Preliminary Objections to Plaintiff's Answer to New Matter has been served upon the following individual by regular United States mail, postage prepaid, on this 9 day of April, 2002:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
Du Bois, PA 15801
Attorney for Plaintiff Kenneth Haldeman

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for Defendant Metaltech, Inc.
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Pa. I.D. #63494

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Preliminary Objections
to Defendant's Counterclaim

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

FEB 12 2002

William A. Shaw
Prothonotary

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

KENNETH HALDEMAN, :
Plaintiff, :
vs. : No. 01-1308 C.D.
METALTECH, INC., :
Defendant. :

PRELIMINARY OBJECTIONS TO DEFENDANT'S COUNTERCLAIM

AND NOW, comes Plaintiff, Kenneth Haldeman, by and through his attorneys, The Hopkins Law Firm, and files the within Preliminary Objections to Defendant's Counterclaim and in support thereof says as follows:

OBJECTION I - FAILURE TO COMPLY WITH RULES OF COURT

1. Plaintiff filed a Complaint alleging Plaintiff was employed by Defendant and that Plaintiff and Defendant entered into a contract obligating Defendant to pay Plaintiff certain monies.
2. Plaintiff's Complaint alleges Defendant breached the contract and Defendant has failed to pay Plaintiff monies due Plaintiff under the contract.
3. Defendant filed an Answer, New Matter and Counterclaim.
4. Paragraph 21 of the Counterclaim states:

21. Defendant believes, and therefore avers, that Plaintiff owes reimbursement to Defendant for certain items that he purchased on his expense account with Defendant, but failed to return, for example, accessories for a "palm pilot", and, further, that Plaintiff had activity on his Metaltech, Inc. company American Express card in his possession and after his last day of employment, which above citations are not meant to limit Defendant's Counterclaim.

5. Paragraph 22 of the Counterclaim states:

22. Defendant is further entitled to reimbursement for any of Plaintiff's misuse of company credit cards, vehicle and/or expense accounts in an amount to be determined.

6. Pennsylvania Rule of Civil Procedure 1019 states:

(a) the material facts on which a cause of action or defense is based shall be stated in a concise and summary form.

(f) averments of time, place and items of special damage shall be specifically stated.

7. Defendant has failed to comply with Rule 1019 in that:

a. Defendant has failed to set forth the "accessories for a palm pilot";

b. Defendant further failed to set forth the activities on his Metaltech,

Inc. company American Express card subsequent to the last day of his employment.

c. Misuse of company credit cards; and

d. Misuse of vehicle and/or expense accounts.

WHEREFORE, Plaintiff respectfully request this Honorable Court dismiss Defendant's Counterclaim.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

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

KENNETH HALDEMAN,
Plaintiff,

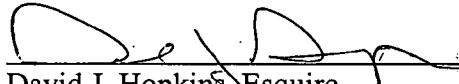
vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Preliminary Objections to Defendant's Counterclaim, filed on behalf of Plaintiff, Kenneth Haldeman, was forwarded on the 8th day of February, 2002, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
Blakley, Jones & Mohney
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiff

2010-01-01 11:47:28
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ANSWERING THE QUESTION OF

32114-1960 10-27-1960

From about 1900 until 1920, the first section of the Great Western Line became the

unpublished). Note 2: fitted to the data by the method of least squares, and at 9000°C.

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William A. Shaw
Prothonotary

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William A. Shaw
Prothonotary

1950-1951

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KENNETH HALDEMAN

-vs-

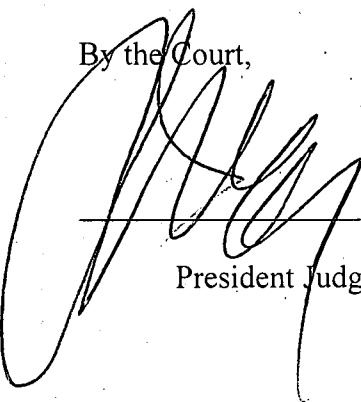
No. 01-1308-CD

METALTECH, INC.

ORDER

NOW, this 25th day of April, 2002, upon consideration of Defendant's Objections to Plaintiff's Response to Discovery, it is the ORDER of this Court that said Objections be and are hereby granted to the extent that Plaintiff shall fully respond to said demand for discovery with regards to his palm pilot and cash receipts or in the alternative, provide Defendant with an affidavit that all information concerning said request has been previously provided. Plaintiff shall also submit to Defendant all cell phone bills received during the course of his employment and finally, shall provide to Defendant the name and address of his current employer.

By the Court,



President Judge

FILED

APR 26 2002

William A. Shaw
Prothonotary

FILED

APR 26 2002

1 cc Atty Hopkins

1 cc Atty Mohney

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KENNETH HALDEMAN

-vs-

: No. 01-1308-CD

METALTECH, INC.

ORDER

NOW, this 25th day of April, 2002, upon consideration of Plaintiff's Preliminary Objections to the counter-claim filed by Defendant, it is the ORDER of this Court that resolution thereof shall be and is hereby continued pending completion of discovery.

By the Court,

President Judge

FILED

APR 26 2002

William A. Shaw
Prothonotary

FILED

01/23/02

APR 26 2002

1cc
Amy
Hopkins

1cc
Amy
Monroe

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KENNETH HALDEMAN

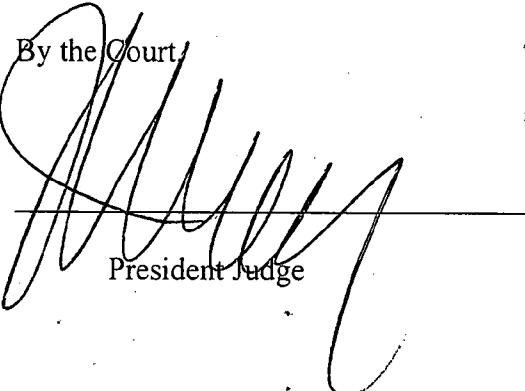
-vs-

: No. 01-1308-CD

METALTECH, INC.

ORDER

NOW, this 25th day of April, 2002, upon consideration of Defendant's Objections to Plaintiff's response to demand for discovery, it is the ORDER of this Court that said Objections shall be and are hereby granted to the extent that Plaintiff shall index its discovery already provided to reflect the specific demands to which each portion of its reply refers. The index is to be provided within twenty (20) days from date hereof.

By the Court,

President Judge

FILED

APR 26 2002

William A. Shaw
Prothonotary

FILED

1cc Atty Hopkins
APR 26 2002
1cc Atty Mohamed

William A. Shaw
Prothonotary

KRS

J. Mohamed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KENNETH HALDEMAN

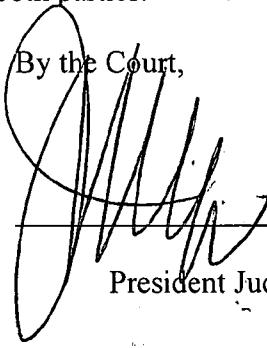
-vs-

: No. 01 - 1308 - CD

METALTECH, INC.

ORDER

NOW, this 25th day of April, 2002, upon consideration of Plaintiff's Objections to Defendant's Response to Discovery, it is the ORDER of this Court that said Objections be and are hereby granted to the extent that Defendant shall make available to Plaintiff the Defendant's purchases or quotations sent to customers during Plaintiff's employment, photo copies of all quotations sent to customers during Plaintiff's employment, sales comparison reports for the years 1998, 1999 and 2000 and shipping reports for the period of January 1999 through the present at a time convenient to both parties.

By the Court,

President Judge

FILED

APR 26 2002

William A. Shaw
Prothonotary

RECEIVED

APR 26 2002

CC: AMY HOPKINS

RECEIVED

RECEIVED APR 26 2002

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1cc AMY HOPKINS

1cc AMY HOPKINS

William A. Shaw
Prothonotary

AMY HOPKINS

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

KENNETH HALDEMAN,
Plaintiff,

vs.

No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

Type of Pleading: Affidavit

Filed on behalf of: Kenneth Haldeman

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

JUN 20 2002

09:21noc
William A. Shaw
Prothonotary

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

KENNETH HALDEMAN,
Plaintiff,

vs. : No. 01-1308 C.D.

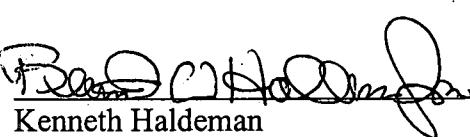
METALTECH, INC.,
Defendant.

AFFIDAVIT

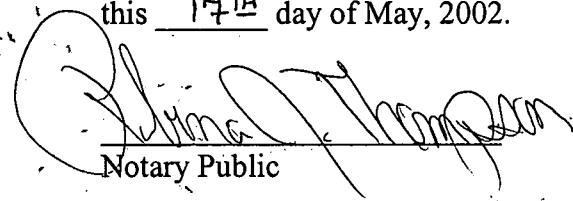
Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

I, Kenneth Haldeman, being duly sworn according to law depose and says as follows:

1. I have heretofore provided in paper form all information on my palm pilot concerning my employment at Metaltech, Inc.
2. I have heretofore provided all cash receipts in my possession generated during my employ with Metaltech, Inc.


Kenneth Haldeman

Sworn to and subscribed by me
this 17th day of May, 2002.


Notary Public

NOTARIAL SEAL
Robina J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires April 3, 2004

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

KENNETH HALDEMAN,
Plaintiff

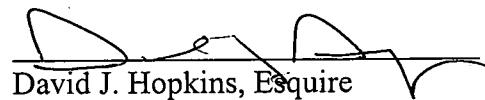
vs. : No. 01-1308 C.D.

METALTECH, INC.,
Defendant.

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.



David J. Hopkins, Esquire

FILED

DEC 02 2002

William A. Shaw
Prothonotary

FILED

Dec 15 2002

DEC 02 2002

CS

to Atty of Disc

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Kenneth Haldeman

Vs. **No. 2001-01308-CD**
Metaltech, Inc.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 2, 2002 marked:

Settled and Discontinued

Record costs in the sum of \$120.69 have been paid in full by David J. Hopkins, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of December A.D. 2002.

William A. Shaw, Prothonotary