

01-1624-CD
JUDITH A. FERGUSON " vs " GATTI HEALTH CARE INC.

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

JUDITH A. FERGUSON

Plaintiff,

AR

vs.

Code: 01.1424.CD

GATTI HEALTH CARE INC.,

Defendant.

Complaint in Civil Action

**Filed on Behalf of Plaintiff
Judith A. Ferguson**

**Counsel of Record for
Defendant:**

**Vera S. McAnulty, Esquire
Pa. I.D. 34514**

**1227 S. Braddock Avenue
Pittsburgh, PA 15218**

**Tel. No. (412) 371-8811
FAX No. (412) 247-4037**

FILED

SEP 28 2001

**William A. Shaw
Prothonotary**

NOTICE TO DEFEND

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

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

CLEARFIELD COUNTY COURT ADMINISTRATOR
One North 2nd Street
Clearfield PA 16830
(814) 765-2641

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

JUDITH A. FERGUSON

Plaintiff,

**AR
Code:**

vs.

GATTI HEALTH CARE INC.,

Defendant

Complaint in Civil Action

AND now comes the Plaintiff, Judith A. Ferguson, by and through her attorney, Vera S. McAnulty, Esq. and files this Complaint in Civil Action and in support thereof sets forth the following:

1. Plaintiff is Judith A. Ferguson, an adult individual residing at 2101 Jonquil Park Drive, Clovis, New Mexico 88101.
2. Defendant is Gatti Health Care Inc., a Pennsylvania Corporation, with a principal place of business at 213 Beaver Drive, Dubois, Clearfield County, PA 15801.
3. On or about April 1999 Plaintiff contacted with Defendant through its agents, representatives, servants, and/or employees to purchase an electric wheelchair for her mother.
4. At all relevant times, thereto Plaintiff's mother, Mrs. Martha Kos, lived at Christ the King Manor in Dubois, PA.

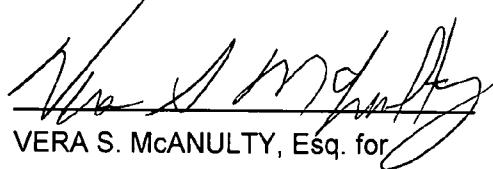
5. Plaintiff initiated contact with Defendant corporation by placing a telephone call to its place of business to get preliminary information of the cost and specifics of obtaining an electric wheelchair for her mother.
6. Plaintiff had numerous telephone conversations with "Sandy" believed to be Defendant's receptionist and Brian Ishman a person believed to be a sales representative or other agent or employee of Defendant.
7. Plaintiff specifically told Brian Ishman, that she was interested in a demonstration model, as this would lower the cost to her.
8. Plaintiff was advised that the cost for the type of wheelchair she was requesting, an electric demonstration model wheelchair would be around \$2000.00.
9. Because Plaintiff was purchasing over the telephone and because her mother had not been fitted to the wheelchair in question, Plaintiff asked about Defendant's return policy on its merchandise.
10. Plaintiff was told that she could return the wheelchair if need be and that Defendant corporation was the only company that accepted returns.
11. Based on the representations of Brian Ishman, on or about April 6, 1999, Plaintiff permitted the cost of the wheelchair to be placed on her MasterCard credit account.
12. On or about that same date, Defendant charged Plaintiff's account \$5400.00 the cost of a new chair. See Exhibits A and B attached hereto and incorporated by reference.
13. On or about April 9, 1999 a wheelchair was delivered to mother's place of residence.
14. Plaintiff's mother, Mrs. Kos, could not adjust to the wheelchair and had other problems with it and so requested that Plaintiff have it returned to Defendant.
15. On or about April 12, 1999 Plaintiff telephoned Defendant place of business and spoke to "Sandy" about returning the chair.

16. Sandy advised Plaintiff that she would speak to Brian Ishman and that she would have Mr. Ishman take care of it.
17. Plaintiff made repeated telephone calls and sent letters to Defendant requesting that the chair be picked up for return and additionally requested that her charge account be credited back for the sum charged.
18. Only after she began to requested the return of the chair and the refund of her money was Plaintiff informed by Defendant that there were charges for modifying the chair and that she would only get \$3200.00 back.
19. Plaintiff has requested itemization of the "modification charges" but to date has never received that itemization.
20. Plaintiff has made numerous demands for refund of the money charges for the chair and has never received any sums from Defendant.
21. Defendant has breached its agreement with Plaintiff in that;
 - a. It sold Plaintiff a new wheelchair rather than the demonstration model as agreed upon;
 - b. It refused to take return delivery of the wheel chair despite its representation of company policy to do so;
 - c. It charged Plaintiff for "modifications" to the chair but has failed to provide any proof that such modifications were made;
 - d. It has failed to credit back Plaintiff's MasterCard account for even the amount it believes is due.

22. Plaintiff has incurred damages in the amount of \$5400.00 together with accrued MasterCard interest, costs and attorney's fees because of Defendant's breach of agreement

WHEREFORE, Plaintiff demands judgment for \$5400.00 together with interest at the rate charged by MasterCard and costs of litigation.

Respectfully submitted:



VERA S. McANULTY, Esq. for
Plaintiff, Judith A. Ferguson

VERIFICATION

I verify that the statements made in this Complaint in Civil Action are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authority.



Judith A. Ferguson

Judith A. Ferguson, Plaintiff

MAIL HANDLERS GOLD MASTERCARD STATEMENT

JUDITH FERGUSON

At Your Service



- 24-Hour Customer Service: 1-800-622-2580
- TDD for hearing/speech impaired: 1-800-655-9392
- Call collect for Customer Service outside of the U.S.: 1-702-243-1575
- Mail written inquiries to: HOUSEHOLD CREDIT SERVICES, PO BOX 80027, SALINAS, CA 93912-0027
- Send payments to: HOUSEHOLD CREDIT SERVICES, P.O. BOX 7002, ANAHEIM, CA 92850-7002

Account Summary

ACCOUNT NUMBER	TOTAL CREDIT LINE	TOTAL CREDIT LINE AVAILABLE	CASH CREDIT LINE	CASH LINE AVAILABLE	STATEMENT DATE	PAYMENT REQUESTED BY	MINIMUM PAYMENT DUE
5499-4565-7100-5629	\$12,000	\$1,445	\$9,000	\$1,445	04/11/99	05/06/99	\$199.00

*Cash Credit Line is a portion of the Total Credit Line and does not include Balance Transfers or Convenience Checks.

Account Activity

PREVIOUS BALANCE	-PAYMENTS AND OTHER CREDITS	+PURCHASES, CASH ADVANCES, FEES, AND OTHER DEBITS	+FINANCE CHARGES	=NEW BALANCE	AMOUNT PAST DUE
\$4,977.55	\$250.00	\$5,762.23	\$65.03	\$10,554.81	\$0.00

Transactions

Transaction Date	Posting Date	Transaction Description	PA 1500.00	15 Apr 99	27 Apr 99	# 1500.00	Reference Number	Amount
03/23	03/23	PAYMENT - THANK YOU					10323990010060761726601	-\$250.00
03/23	03/25	SUNLAND INC PORTALES NM					MT990840109001260000407	\$9.12
04/02	04/05	SUNLAND INC PORTALES NM					MT990950050001580000318	\$9.12
03/18	03/19	EGGHEAD.COM SURPLUSDIR 800-753-1773 OR					MT990780108000920000228	\$343.99
04/05	04/08	GATTI HEALTH CARE INDIANA PA					MT990980076000650000247	\$5,400.00

Finance Charge Calculation

This is a no grace account. Grace period information on back.	Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	FINANCE CHARGE		Nominal Annual Percentage Rate	ANNUAL PERCENTAGE RATE
				At Periodic Rate	Cash Advance Fees		
BONUS CHECK	\$2,061.10	.02712%	32	\$17.88	\$0.00	9.90%	9.900%
PURCHASES	\$4,218.73	.03493%	32	\$47.15	\$0.00	12.75%	12.750%
CASH ADVANCES	\$0.00	.04589%	32	* \$0.00	\$0.00	16.75%	16.750%

Cardmember News

If you have any questions regarding our Year 2000 readiness, please visit our Web-site at www.household.com. Household will make the Year 2000 transition a seamless and transparent one to our customers.

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010553

00077344

Page 1 of 1

Please enclose the bottom portion of your statement with your payment so that our address appears in the window.

3.



FILED

SEP 28 2001

RECEIVED
OCT 3 2001
McCarthy
William A. Shaw
Prothonotary
Pd. \$80.00

Decatty McCarthy

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11604

FERGUSON, JUDITH A.

01-1624-CD

VS.

GATTI HEALTH CARE INC.

COMPLAINT

SHERIFF RETURNS

**NOW OCTOBER 12, 2001 AT 10:08 AM DST SERVED THE WITHIN COMPLAINT
ON GATTI HEALTH CARE INC., DEFENDANT AT EMPLOYMENT, 213 BEAVER
DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
SANDY LOCKWOOD, P.I.C. A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

SERVED BY: SNYDER

Return Costs

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

FILED

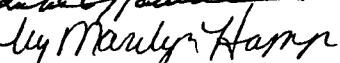
NOV 02 2001
01930 am
William A. Shaw
Prothonotary

✓
GRC

Sworn to Before Me This

2nd Day Of November 2001


So Answers,


by 
Chester A. Hawkins
Sheriff

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

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

JUDITH A. FERGUSON

Plaintiff,

No. 01-1624-CD

Code:

vs.

GATTI HEALTH CARE INC.,

Defendant.

**Praecipe to Settle and
Discontinue**

Filed on Behalf of Plaintiff
Judith A. Ferguson

Counsel of Record for
Plaintiff

Vera S. McAnulty, Esquire
Pa. I.D. 34514

1227 S. Braddock Avenue
Pittsburgh, PA 15218

Tel. No. (412) 371-8811
FAX No. (412) 247-4037

FILED

NOV 16 2001

**William A. Shaw
Notary Public**

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

JUDITH A. FERGUSON

Plaintiff,

01-1624-CD

Code:

vs.

GATTI HEALTH CARE INC.,

Defendant

Praecipe to Settle and Discontinue

To the Prothonotary, Clearfield County,

Kindly settle and discontinue the above-captioned case as to all parties. I certify that I have the authority to settle this matter on behalf of Plaintiff, Judith A. Ferguson. Thank you.

Date:

11/13/01



Vera S. McAnulty, Esq., for Plaintiff
Judith A. Ferguson

FILED NOCC
NOV 13 2001 2 Certificates
William A. Shaw
Prothonotary
to Amy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Judith A. Ferguson

Vs.
Gatti Health Care Inc.

No. 2001-01624-CD

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 November 16, 2001 marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Vera S. McAnulty, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of November A.D. 2001.

William A. Shaw, Prothonotary