

03-49-CD

Kerry E. Coble vs. Ceramic Fiber Technologies, Inc.

Date: 12/16/2004

Clearfield County Court of Common Pleas

User: ALOVETTE

Time: 02:17 PM

ROA Report

Page 1 of 1

Case: 2003-00049-CD

Current Judge: Paul E. Cherry

Kerry E. Coble vs. Ceramic Fiber Technologies, Inc.

Civil Other

Date		Judge
1/13/2003	Filing: Writ of Summons Paid by: Tucker Arensberg (S. Greecher) Receipt number: 1853971 Dated: 01/13/2003 Amount: \$85.00 (Check) ! CC to Shff with 1 Writ. 1 Writ to Atty.	No Judge ✓ <i>ATL</i>
2/11/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓ <i>ATL</i>
3/22/2004	Complaint. filed by, s/Stephen M. Greecher, Jr., Esquire no cc	No Judge ✓ <i>ATL</i>
4/21/2004	Preliminary Objections. filed by, s/David P. King, Esquire 2 cc to Atty	No Judge ✓ <i>ATL</i>
5/13/2004	Reply To Preliminary Objections. filed by, s/Stephen M. Greecher, Jr., Esquire Verification s/Kerry E. Coble Certificate of Service 1 cc to Atty	No Judge ✓ <i>ATL</i>
5/26/2004	ORDER, AND NOW, this 26th day of May, 2004, re: Argument on Defendant's Preliminary Objections scheduled for the 30th day of June, 2004, at 10:30 a.m., in Courtroom No. 2. by the Court, s/PEC,J. 2 cc to Atty Greecher w/notice	Paul E. Cherry ✓ <i>ATL</i>
7/1/2004	Order, AND NOW, this 30th day of June, 2004, date set for Argument with regard to Defendant's Preliminary Objections and David P. King, Esq., counsel for Defendant having failed to appear, Court being advised that Attorney King was not provided with due and proper notice of said hearing, Order that hearing be and is hereby rescheduled to the 19th day of July, 2004, at 1:00 p.m. in Courtroom No. 2. BY THE COURT: /s/Paul E. Cherry, Judge Two CC Attorney Greecher One CC Attorney King	Paul E. Cherry ✓ <i>ATL</i>
7/12/2004	Affidavit of Service, And Now, this 9th day of July, 2004, Order of Judge Paul E Cherry, dated June 30, 2004, scheduling the Argument regarding Defendant's Preliminary Objections, by US Mail, postage prepaid, on July 9, 2004. To: David P King, Esquire, 23 Beaver Drive, PO Box 1016, DuBois, PA 15801. Jacquelyn Zettlemoyer, filed.	Paul E. Cherry ✓ <i>ATL</i>
	Affidavit of Service, And Now this 9th Day of July, 2004, After original attempt of Service of March 19, 2004 was returned by the Post Office marked "Not Deliverable as Addressed, Unable to Forward," service of the Complaint was made on March 26, 2004, by US Mail, first class, postage pre-paid to: Ceramic Fiber Technologies, Inc., 467 Hubler Rd, DuBois, PA 15801. Filed by Jacquelyn Zettlemoyer.	Paul E. Cherry ✓ <i>ATL</i>
7/20/2004	Order, filed cert. to Atty. King & Greecher NOW, this 19th day of July, 2004, RE: Briefs to be filed.	Paul E. Cherry ✓ <i>ATL</i>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CIVIL COVER SHEET

03-49-CD

PLAINTIFF

KERRY E. COBLE

ADDRESS:

605 Linwood Street
New Cumberland, Cumberland County,
Pennsylvania 17070

VS. DEFENDANT

CERAMIC FIBER TECHNOLOGIES, INC.

ADDRESS:

101 East DuBois Avenue
DuBois, Clearfield County, Pennsylvania
15801-3113

Document to be filed:

**PRAECIPE FOR WRIT OF SUMMONS
WRIT OF SUMMONS**

Filed on behalf of Plaintiff, KERRY E. COBLE

Counsel of Record for Plaintiff:

TUCKER ARENSBERG & SWARTZ

Stephen M. Greecher, Jr.
Pa. I.D. No. 36803
111 North Front Street
P. O. Box 889
Harrisburg, PA 17108-0889
Telephone: (717) 234-4121
Facsimile: (717) 232-6802

55817

FILED

JAN 13 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

KERRY E. COBLE, An Adult Individual,	:	CIVIL ACTION - LAW
Plaintiff	:	CIVIL ACTION NO.:
vs.	:	
CERAMIC FIBER TECHNOLOGIES, INC.,	:	
Defendant	:	

PRAECIPE FOR WRIT OF SUMMONS

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please issue a Writ of Summons on behalf of Plaintiff, Kerry E. Coble, and against Defendant Ceramic Fiber Technologies, Inc.

(2) Writ of Summons shall be issued and forwarded to:
(1) Attorney (1) Sheriff

Tucker Arensberg & Swartz

By: 

Stephen M. Greecher, Jr.

Pa. I.D. No. 36803

111 North Front Street

P. O. Box 889

Harrisburg, PA 17108-0889

(717) 234-4121

1/10/03

FILED

Atty pd.

85.00

~~31~~ JAN 11 11:11 AM
JAN 13 2003

1cc SAff w/ 1cont

1 cont to Atty

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

KERRY E. COBLE, An Adult Individual,

Plaintiff

vs.

CERAMIC FIBER TECHNOLOGIES, INC.,

Defendant

: CIVIL ACTION - LAW

: CIVIL ACTION NO.: 03-49-CJ

WRIT OF SUMMONS CIVIL ACTION

TO: DEFENDANT CERAMIC FIBER TECHNOLOGIES, INC.

You are notified that the Plaintiff Kerry E. Coble has commenced an action against you which you are required to Defend.

Prothonotary

Dated: 11/13/03

By: _____
~~Deputy~~

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13535

COBLE, KERRY E.

03-49-CD

VS.

CERAMIC FIBER TECHNOLOGIES INC.

PRAECIPE & WRIT OF SUMMONS

SHERIFF RETURNS

NOW JANUARY 20, 2003 AT 9:30 AM EST SERVED THE WITHIN PREACIPE &
WRIT OF SUMMONS ON CERAMIC FIBER TECHNOLOGIES INC., DEFENDANT AT
SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO GARY COBLE, OWNER A TRUE AND
ATTESTED COPY OF THE ORIGINAL PRAECIPE & WRIT OF SUMMONS AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
30.72	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

1st Day Of Feb 2003
William A. Shaw

Witness
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED

FEB 11 2003

0/11:30 AM.

William A. Shaw
Prothonotary

Page 1 of 1

FILED

MAR 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

KERRY E. COBLE, an Adult Individual,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY,
	:	PENNSYLVANIA
v.	:	
	:	CIVIL ACTION NO. 03-49-CD
CERAMIC FIBER TECHNOLOGIES, INC.,	:	
Defendant	:	CIVIL ACTION - LAW

NOTICE TO DEFEND AND CLAIM RIGHTS

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 765-2641, Ext. 5982

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte enforma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus pro- piedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABODAGO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN

PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA
ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 765-2641, Ext. 5982

TUCKER ARENSBERG, P.C.

By: 

Stephen M. Greener, Jr.,
Supreme Court I.D. No. PA-36803
111 North Front Street
P. O. Box 889
Harrisburg, PA 17108-0889
(717) 234-4121
ATTORNEYS FOR PLAINTIFF

DATE: March 19, 2004
67214.1

KERRY E. COBLE, an Adult Individual,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY,
	:	PENNSYLVANIA
v.	:	
	:	CIVIL ACTION NO. 03-49-CD
CERAMIC FIBER TECHNOLOGIES, INC.,	:	
Defendant	:	CIVIL ACTION - LAW

COMPLAINT

1. Plaintiff is Kerry E. Coble, an adult individual residing at 605 Linwood Street, New Cumberland, PA 17070.

2. Defendant, Ceramic Fiber Technologies, Inc. (hereinafter "C.F.T., Inc."), is a corporation with its offices located at 101 East DuBois Avenue, DuBois, PA 15801.

COUNT I

3. On or about June 4, 1993, Kerry E. Coble began employment with C.F.T., Inc. as a sales engineer. He entered into an Employment Agreement, a copy of which is attached hereto as Exhibit "A".

4. The Employment Agreement provided at paragraph 2, "[t]his Contract shall be in effect until it is terminated by either party upon thirty (30) days written notice to the other party for any or no reason."

5. At paragraph 3, the Employment Agreement sets forth a two (2) year noncompete provision.

6. According to the Employment Agreement attached hereto as Exhibit "A", Kerry Coble was paid compensation initially at the monthly rate of three thousand four hundred sixty-six dollars (\$3,466.00) and, in addition, was to be reimbursed "his reasonable and necessary travelling and business expenses incurred in the Corporation's business as may from time to time be approved by the Corporation".

7. At all times relevant hereto, Kerry Coble fulfilled his obligations under the Employment Agreement attached hereto as Exhibit "A" fully, faithfully and satisfactorily.

8. Before the conclusion of 1993, Kerry Coble's first year of employment, he had been named Vice President for Sales of C.F.T., Inc. and received compensation through the C.F.T., Inc. Incentive Program in addition to his monthly salary.

9. On or about November 9, 1998, Kerry Coble and C.F.T., Inc. entered into a letter agreement that modified the June 4, 1993 Employment Agreement. A true and correct copy of the letter of November 9, 1998 is attached hereto as Exhibit "B".

10. As of November 9, 1998, the monthly salary of Kerry Coble was \$3,466.00, and he also received compensation through the C.F.T., Inc. Profit Sharing Plan which was formerly the Incentive Plan and C.F.T., Inc. had previously adopted a 401k Plan of which Kerry Coble was a member.

11. The letter of November 9, 1998 states in part:

You have been identified as one of our key salaried personnel. You can expect to be a survivor of whatever we face or 'Go down with the ship.' You can also expect to share the pain that is associated with the rough ride.

The Board is asking you to voluntarily take the following time off without pay.

Nov. 29th through Dec. 12th (14 days)
Dec. 27th through Jan. 9th (14 days)

12. Kerry Coble agreed to the terms of November 9, 1998 letter proposed by C.F.T., Inc., thereby modifying the Employment Agreement of June 4, 1993.

13. Pursuant to the November 9, 1998 letter agreement, Kerry Coble was promised that he would be a "survivor of whatever we faced or 'go down with the ship'," and therefore was promised that he would remain an employee of C.F.T., Inc. as long as it remained in business. In exchange for that promise, Kerry Coble agreed to "share the pain" and agreed to take twenty-

eight (28) days leave without pay and continue employment with C.F.T., Inc. with the terms of his employment modified as set forth in November 9, 1998, letter agreement.

14. Obtaining a promise of continued employment with C.F.T., Inc. as long as it remained in business was important to Kerry Coble since he was otherwise an employee at will subject to dismissal at any time and then subject to the 2-year noncompete provision of the June 4, 1993 employment agreement. Therefore, Kerry Coble was willing to sacrifice for the company, take the time off without pay as requested, and face further sacrifices as needed in exchange for obtaining the continued employment with the company as long as it remained in business.

15. Kerry Coble was asked to and agreed to voluntarily take twenty-eight (28) days off without pay so that he would not and he did not seek unemployment compensation benefits.

16. The November 9, 1998 letter agreement is a writing signed by Kerry Coble, as well as by C.F.T., Inc., and, therefore, the agreement of November 9, 1998 complies with the provisions of the June 4, 1993 Employment Agreement which states that the June 4, 1993 Employment Agreement "shall not be modified unless in writing by a document signed by both parties."

17. Kerry Coble again shared the pain of the company at the end of 1998, in that he did not receive any profit sharing distribution, consistent with the letter of November 9, 1998, pursuant to which Kerry Coble understood that he could expect to "share the pain" of C.F.T., Inc. in exchange for being a survivor and continuing in employment as long as C.F.T., Inc. remained in business.

18. Kerry Coble continued in the employment of C.F.T., Inc., faithfully and satisfactorily performing his obligations through and including mid-January 2001.

19. On or about January 13 and 16, 2001, Kerry Coble was informed that his employment with C.F.T., Inc. was being terminated.

20. Consistent with the understanding reached in the letter of November 9, 1998, Kerry Coble again offered to "share the pain," he offered to be laid off, he offered to work for free for a period of time, he offered to work on a commission only basis foregoing a salary. All of these offers were rejected by C.F.T., Inc.

21. A letter dated January 24, 2001 was mailed to Kerry Coble advising him in writing of the termination of his employment. Kerry Coble's final paycheck from C.F.T., Inc. was February 15, 2001. A true and correct copy of the letter of January 24, 2001 is attached hereto as Exhibit "C".

22. Kerry Coble was also advised that C.F.T., Inc. expected that he would comply with the two-year noncompete provisions in the agreement of June 4, 1993. Kerry Coble did so comply with the noncompete provisions.

23. The termination of Kerry Coble's employment with C.F.T., Inc. was in breach of the contract entered into between Kerry Coble and C.F.T., Inc., and in particular the terms of the letter agreement of November 9, 1998.

24. C.F.T., Inc. remained in business subsequent to January 13 and 16 2001 and February 15, 2001 and continues in business to the present time. The termination of Kerry Coble's employment with C.F.T., Inc. was a breach of the provisions of the November 9, 1998 letter agreement that provided that Kerry Coble would remain an employee of C.F.T., Inc. and be a "survivor of whatever we face or 'Go down with the ship'," that is, remain an employee of C.F.T., Inc. as long as it remained in business.

25. C.F.T., Inc. did not have cause or just cause for the termination of Kerry Coble's employment and based on the November 9, 1998 letter agreement, so long as C.F.T., Inc.

remained in business, the economic performance of C.F.T., Inc. could not be cause for the termination of Kerry Coble's employment.

26. As a result of the aforesaid breach of contract by C.F.T. Inc., Kerry Coble has suffered damages as follows:

- (a) Loss of earnings;
- (b) Loss of compensation paid through the profit sharing plan;
- (c) Loss of the benefits of his employment with C.F.T., Inc., including the C.F.T., Inc. 401(k) Plan, contributions to the C.F.T., Inc. 401(k) Plan, vesting in the C.F.T., Inc. 401(k) Plan, contributions to the Social Security account of Kerry Coble.

WHEREFORE, Plaintiff Kerry Coble, demands that judgment be entered in his favor against Defendant Ceramic Fiber Technologies, Inc., in an amount in excess of the limits for compulsory arbitration plus interest and costs of suit and such other relief to which he is entitled under applicable law.

COUNT II

27. The allegations of paragraphs 1 through 26 are incorporated herein by reference.

28. In the alternative, the Agreement of November 9, 1998 provided that Kerry Coble would remain employed by C.F.T., Inc. for a reasonable time in exchange for the consideration that he gave in accordance with the letter of November 9, 1998, and for the sacrifice he made thereafter.

29. Under the circumstances, a reasonable time of continued employment had not expired as of the time that Kerry Coble was terminated from his employment.

30. As a result of the aforesaid breach of contract by C.F.T. Inc., Kerry Coble has suffered damages as follows:

- (a) Loss of earnings;
- (b) Loss of compensation paid through the profit sharing plan;
- (c) Loss of the benefits of his employment with C.F.T., Inc., including the C.F.T., Inc. 401(k) Plan, contributions to the C.F.T., Inc. 401(k) Plan, vesting in the C.F.T., Inc. 401(k) Plan, contributions to the Social Security account of Kerry Coble.

WHEREFORE, Plaintiff Kerry Coble, demands that judgment be entered in his favor against Defendant Ceramic Fiber Technologies, Inc., in an amount in excess of the limits for compulsory arbitration plus interest and costs of suit and such other relief to which he is entitled under applicable law.

TUCKER ARENSBERG, P.C.

By: 

Stephen M. Greecher, Jr.
Supreme Court I.D. No. PA-36803
111 North Front Street
P. O. Box 889
Harrisburg, PA 17108-0889
(717) 234-4121
ATTORNEYS FOR PLAINTIFF

DATED: March 19, 2004
65075.1

June 4, 1993

EMPLOYMENT AGREEMENT

With KERRY COBLE
Telephone: 717-774-5472
Social Security No.: 164-40-8592
Date of Birth: July 13, 1950

CERAMIC FIBER TECHNOLOGIES, INC. hereinafter referred to as "the corporation", hereby employs Kerry Coble hereinafter referred to as "employee", as Sale Engineer to serve and perform such duties at such times and places in the manner as the cooperation may from time to time direct.

The employee agrees to faithfully perform the duties assigned to him to the best of his ability, to devote his full and undivided business time to the transaction of the corporation's business, to make to the corporation prompt, complete and accurate reports of his work and expenses, to promptly remit to the corporation all moneys of the company collected by him or coming into his possession and not to engage or be engaged or to be interested in any other business during the existence of this contract.

In consideration of such service, the corporation agrees to pay the employee compensation which the employee and corporation shall from time to time agree upon and which shall initially be at the rate of \$3466.00 per month before taxes and his reasonable and necessary traveling and business expenses incurred in the corporation's business as may from time to time be approved by the corporation. The employee's initial rate of compensation shall not be reduced unless agreed by the parties.

In further consideration of such services, the corporation agrees that :

1. The employee, from time to time, may be eligible to be paid a bonus and/or incentive compensation as may be determined in the sole and exclusive judgment of the corporation.

2. This contract shall be in effect until it is terminated by either party upon thirty (30) days written notice to the other party for any or no reason.

3 Employee agrees that during the term of this employee agreement, and after the termination of this Agreement, for any reason, the employee, for a for a period of two year period, will not engage himself in any business which is competitive to that corporation. Specifically, during the period of employment and for the two-year period following termination, the employee shall not be interested directly or indirectly, in any manner, as a partner, officer, director, stockholder, advisor, employee, or in any other capacity in any other business similar to the corporation's business or in any allied trade. Employee agrees that during the term of this employment agreement, and for a period of two years after the end of such term, employee will not disclose any information or data concerning business

EXHIBIT "A"

or customer of employer, disclosed to or acquired by employee in confidence at any time during the term of this employment agreement.


This restriction upon the employee's future possible competitive employment shall relate only to the corporation's business in such states where the corporation has made sales or made sales presentations during the time of the employee's employment by the corporation.

4. All ideas, inventions, and other developments or improvements conceived or reduced to practice by employee, alone or with others, during the term of this employment agreement, whether or not during working hours, that are within the scope of employer's business operations or that relate to employer. Employee agrees to assist employer, at its expense, to obtain patents on any such patentable ideas, inventions, and other developments, and agrees to execute all document necessary to obtain such patents in the name of the employer.

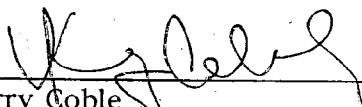
5. The parties agree that the employee does not now have any interest in ownership of the corporate stock and shall not have any interest in ownership of corporate stock unless the parties modify this agreement in writing signed by both parties.

6. The parties agree that the terms and conditions of this employee agreement shall be construed under and governed by the laws of the State of Pennsylvania and shall not be modified unless in writing by a document signed by both parties.

CERAMIC FIBER TECHNOLOGIES, INC.

BY: 
GARY L. COBLE, PRESIDENT

DATE: June 4 1993


Kerry Coble

DATE: 6-4-93



C.F.T., Inc.

CERAMIC FIBER TECHNOLOGIES, Inc.

101 EAST DUBOIS AVE.
DUBOIS, PA 15801-3113

PHONE: (800) 323-4462
FAX: (814) 371-1979

Nov. 9, 1998

To Kerry Coble

The Board of Directors is monitoring the present economic status of the steel industry. There exists sufficient evidence to indicate that the industry has entered a recessionary period which may be both deep and prolonged.

We have as you know been forced to lay off personnel at the manufacturing facility. This is in response to the sudden lack of work coming into our plant.

Our short term plan is to continue to lay off at the plant as required, to expend extra effort to bring into our shop new work "now", and to explore other cost cutting measures. We are in a survival mode.

You have been identified as one of our key salaried personnel. You can expect to be a survivor of whatever we face or "Go down with the ship." You can also expect to share the pain that is associated with the rough ride.

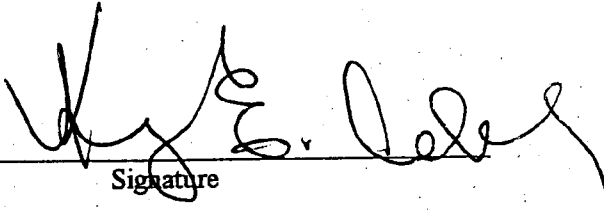
The board is asking you to voluntarily take the following time off without pay.

Nov. 29th through Dec. 12th (14 days)
Dec. 27th through Jan. 9th (14 days)

These "Stand Down" periods effect four consecutive pay periods. The Board will spread the effects over these periods resulting in .55 x regular pay for each of the following paychecks:

30 November 1998
15 December 1998
31 December 1998
15 January 1998

I have read, understood, and agree


Signature

Very truly yours,

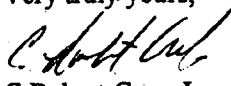

C. Robert Conn Jr.
President

EXHIBIT "B"

Paychecks would be for the following amounts:

Kerry Coble

\$ 953.15	Gross
\$ 47.66	401K
\$ 0.00	Local
\$ 309.00 you have the extra \$213 taken out of your paychecks What	Federal Withholding do you want to do?
\$ 59.09	Social Security
\$ 13.82	Medicare
26.69	State Tax
\$496.89	Net Amount



C.F.T., Inc.

CERAMIC FIBER TECHNOLOGIES, Inc.

101 EAST DUBOIS AVE.
DUBOIS, PA 15801-3113

PHONE: (800) 323-4462
FAX: (814) 371-1979

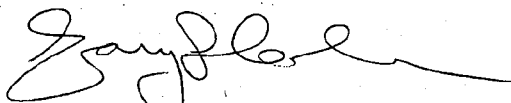
January 24, 2001

Mr. Kerry Coble
605 Linwood Street
New Cumberland, PA 17070

This is to confirm our conversations of January 13 and January 16, 2001 where by you were informed that your position at C.F.T., Inc. was being eliminated, as the result of the dramatic turn down in the steel industry. You will be mailed your final paycheck on February 15, 2001.

You are asked to co-ordinate your activities during these last weeks with Rob Conn.

Sincerely



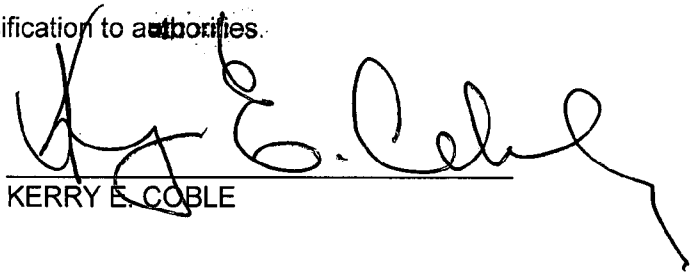
Gary L. Coble

EXHIBIT "C"

VERIFICATION

I, KERRY E. COBLE, Plaintiff, acknowledge that the facts stated in the foregoing document are true and correct to the best of my knowledge, information and belief.

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



A handwritten signature in black ink, appearing to read 'Kerry E. Coble', is written over a horizontal line. The signature is fluid and cursive.

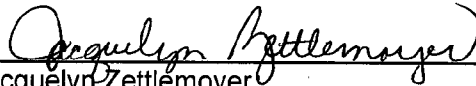
KERRY E. COBLE

CERTIFICATE OF SERVICE

AND NOW, this 19th day of MARCH, 2004, I, Jacquelyn Zettlemoyer, Secretary to Stephen M. Greecher, Jr., Esquire, for the law firm, TUCKER ARENSBERG, P.C., attorneys for Plaintiff, hereby certify that I have this day served the within document by depositing a true and correct copy of the same in the United States Mail, first class, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Ceramic Fiber Technologies, Inc.
101 East DuBois Avenue
DuBois, PA 15801
DEFENDANT
(CERTIFIED MAIL/RETURN RECEIPT REQUESTED
#7002 2410 0001 2367 1655)

David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801



Jacquelyn Zettlemoyer

FILED No
01:33 PM
MAR 22 2004
cc
KED

William A. Shaw
Prothonotary/Clerk of Courts

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

KERRY E. COBLE, an Adult
Individual,

Plaintiff

vs.

CERAMIC FIBER TECHNOLOGIES,
INC.,

Defendant

NO. 03-49-C.D.

Type of Case: Civil

Type of Pleading: Preliminary
Objections

Filed on behalf of: Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

Stephen M
Greeder, Jr.

PO Box 889

Larrsburg 17108

FILED

APR 21 2004

m110:3512cc atty
William A. Shaw
Prothonotary/Clerk of Courts

Cr
K2

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

KERRY E. COBLE, an Adult Individual, :
Plaintiff :
vs. : NO. 03-49-C.D.
CERAMIC FIBER TECHNOLOGIES, INC., :
Defendant :

NOTICE

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 these Preliminary Objections 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 these Preliminary Objections or for any other claim or relief requested by the Defendant. 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

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

KERRY E. COBLE, an Adult Individual, :
Plaintiff :
vs. : NO. 03-49-C.D.
CERAMIC FIBER TECHNOLOGIES, INC., :
Defendant :

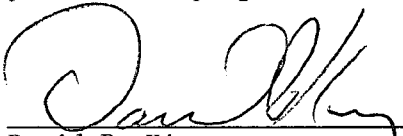
PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, CERAMIC FIBER TECHNOLOGIES, INC.,
through their Attorney, David P. King, and files the following Preliminary
Objections:

PRELIMINARY OBJECTION I

1. Plaintiff acknowledges in the Complaint that he was an employee
"at will".
2. Plaintiff further alleges that he was subject to an Employment
Agreement (Exhibit A) allowing for a thirty day written notice prior to
termination.
3. The Plaintiff further alleges that the letter of November 9, 1998,
(Exhibit B) was a whole new contract guaranteeing him employment for his life
or the life of the company, whichever should terminate first.
4. The above is a conclusion of law, not based on facts, which is
legally insufficient to state a cause of action for which the Courts of
Pennsylvania can grant relief.
5. The Plaintiff continued to be an "at will" employee subject only
to the thirty day termination provision of his Employment Agreement
(Exhibit A).

WHEREFORE, Defendant demurs to Plaintiff's Complaint, and requests your Honorable Court to dismiss Plaintiff's Complaint with prejudice.


David P. King
Attorney for Defendant

PRELIMINARY OBJECTION II

1. Defendant restates Paragraphs 1 through 5 above as set forth in Preliminary Objection I.

2. The Employment Agreement (Exhibit A) allows for a modification if in writing by both of the parties. This is as set forth in Paragraph 6 of said Employment Agreement.

3. The letter of November 9, 1998 (Exhibit B) is at most a modification to the Employment Agreement.

4. It is clear that under the Employment Agreement (Exhibit A), the Defendant had the right to terminate Plaintiff's employment with thirty days' notice. See Paragraph 2 thereof.

5. The letter of November 9, 1998 (Exhibit B) does not affect, as a matter of law, the Defendant's right to terminate the employment of Plaintiff.

6. The letter of November 9, 1998 (Exhibit B) states in part:

You have been identified as one of our key salaried personnel. You can expect to be a survivor of whatever we face or "Go down with the ship." You can also expect to share the pain that is associated with the rough ride.

7. Such language cannot be construed to have rescinded the original Agreement, as to interpret the above as such would be contrary to the clear meaning of such language.

8. Such language was only stating at best, or at the worst, that if Plaintiff did not take a voluntary layoff, he may have to be terminated as per the original and only Employment Agreement that existed.

9. Other key employees were given the same type of letter as that received by the Plaintiff dated November 9, 1998 (Exhibit B).

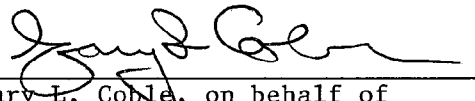
WHEREFORE, Defendant demurs to Plaintiff's Complaint, as a fair interpretation of matters pled by the Plaintiff do not allow for recovery or do they state a cause of action for which relief can be given.

A handwritten signature in dark ink, appearing to read 'David P. King', is written over a horizontal line.

David P. King
Attorney for Defendant

I verify that the statements made in these Preliminary Objections are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: April 15, 2004



Gary L. Coble, on behalf of
Ceramic Fiber Technologies, Inc.
Defendant

FILED

MAY 13 2004

William A. Shaw
Prothonotary

KERRY E. COBLE, an Adult Individual,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY,
	:	PENNSYLVANIA
v.	:	
	:	CIVIL ACTION NO. 03-49-CD
CERAMIC FIBER TECHNOLOGIES, INC.,	:	
Defendant	:	CIVIL ACTION - LAW

REPLY TO PRELIMINARY OBJECTIONS

AND NOW comes the Plaintiff, Kerry E. Coble, by and through his attorneys, Tucker Arensberg, P.C., and files the following Reply to Preliminary Objections:

REPLY TO PRELIMINARY OBJECTION I

1. Denied. The Complaint speaks for itself. Plaintiff alleges that the status of employment was changed in accordance with the November 9, 1998 letter and thereafter he was no longer an "at will" employee.
2. Denied. The Complaint speaks for itself. Plaintiff alleges that the Employment Agreement was changed based on the terms of the letter of November 9, 1998, he was no longer an "at will" employee, the termination provisions of the contract were amended by the November 9, 1998 letter, and Plaintiff could no longer be terminated with merely thirty (30) days' written notice.
3. Denied. The allegation of Paragraph 3 does not accurately set forth what the Complaint states. The Complaint speaks for itself.
4. The allegation of Paragraph 4 states a conclusion of law to which no response is required. The Complaint states a cause of action.
5. The allegation of Paragraph 5 states a conclusion of law to which no response is required. As set forth in the Complaint, Plaintiff was no longer an employee "at will" pursuant to

the terms of the letter of November 9, 1998, and he was not subject to a 30-day termination provision.

WHEREFORE, Plaintiff requests that this Honorable Court deny Defendant's demurrer and direct Defendant to answer the Complaint.

REPLY TO PRELIMINARY OBJECTION II

1. The replies to Paragraphs 1 through 5 above are incorporated herein by reference.

2. Admitted.

3. The allegation of Paragraph 3 states a conclusion of law to which no response is required. The November 9, 1998 letter did modify the Employment Agreement such that Plaintiff was no longer an employee "at will" and was not subject to termination as set forth in the Employment Agreement.

4. The allegation of Paragraph 4 states a conclusion of law to which no response is required. Pursuant to the letter of November 9, 1998, Mr. Coble was no longer an employee "at will" and could not be terminated from his employment with merely 30-days' written notice.

5. The allegation of Paragraph 5 states a legal conclusion to which no response is required. The letter of November 9, 1998 did affect the Defendant's right to terminate the employment of Plaintiff.

6. It is admitted that Paragraph 6 accurately quotes from the November 9, 1998 letter.

7. The allegation of Paragraph 7 states a conclusion of law to which no response is required. Further, as set forth in the Complaint, the letter of November 9, 1998 is more extensive than the language quoted in Paragraph 6 and consideration was given for the change in the employment relationship existing between Plaintiff and Defendant such that Plaintiff was

no longer an employee "at will" and he was not subject to termination in accordance with the original Employment Agreement.

8. The allegation of Paragraph 8 states a conclusion of law to which no response is required. As set forth in the Complaint, the employment status of the Plaintiff was changed by the letter of November 9, 1998 and the consideration therefor, such that Plaintiff was no longer an employee "at will" subject to termination as set forth in the original Employment Agreement.

9. The allegation of Paragraph 9 requires no response. Whether other key employees were given the same type of letter does not determine whether Plaintiff has set forth a cause of action entitling him to the relief requested.

WHEREFORE, Plaintiff requests that this Honorable Court deny Defendant's demurrer and direct Defendant to answer the Complaint.

TUCKER ARENSBERG, P.C.

By: 

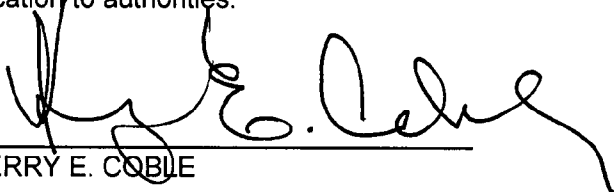
Stephen M. Greecher, Jr.
Attorney I.D. No. 36803
111 North Front Street
P. O. Box 889
Harrisburg, PA 17108-0889
(717) 234-4121
ATTORNEYS FOR PLAINTIFF

DATE: May 12, 2004
68522.1

VERIFICATION

I, KERRY E. COBLE, Plaintiff, acknowledge that the facts stated in the foregoing document are true and correct to the best of my knowledge, information and belief.

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



KERRY E. COBLE

KERRY E. COBLE, an Adult Individual,
Plaintiff

v.

CERAMIC FIBER TECHNOLOGIES, INC.,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION NO. 03-49-CD

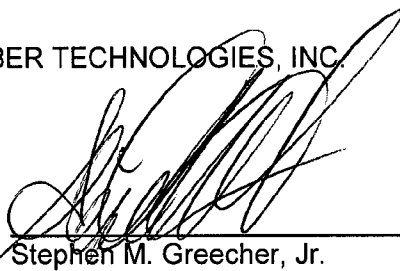
CIVIL ACTION - LAW

CERTIFICATE OF SERVICE

AND NOW, this 12th day of MAY, 2004, I, Stephen M. Greecher, Jr., Esquire, for
the law firm, TUCKER ARENSBERG, P.C., attorneys for Plaintiff, hereby certify that I have this
day served the within document by depositing the same in the United States Mail, first class,
postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801

ATTORNEY FOR CERAMIC FIBER TECHNOLOGIES, INC.



Stephen M. Greecher, Jr.

FILED

M 12:03 PM 100th St

MAY 13 2004

Co
KDY

William A. Shaw
Prothonotary

CA

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

KERRY E. COBLE, an Adult
Individual

vs.

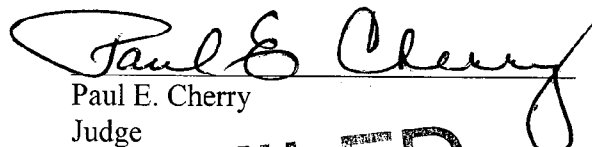
No. 03-49-CD

CERAMIC FIBER TECHNOLOGIES,
INC.

ORDER

AND NOW, this 26 day of May, 2004, upon consideration of Defendant's Preliminary Objections in the above matter, it is the ORDER of the Court that argument on said Objections has been scheduled for the 30 day of June, 2004, at 10:30 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


Paul E. Cherry
Judge

FILED

MAY 26 2004

William A. Shaw
Prothonotary

FILED

6 3:33 AM

MAY 26 2004

[Signature]

Greene/notes

William A. Shaw
Prothonotary

CA

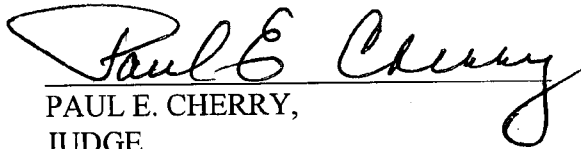
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

KERRY E. COBLE, an Adult Individual, :
Plaintiff :
V. : NO. 03-49-CD
: :
CERAMIC FIBER TECHNOLOGIES, :
Defendant :

ORDER

AND NOW, this 30th day of June, 2004, this being the date set for Argument with regard to Defendant's Preliminary Objections and David P. King, Esquire, counsel for Defendant, having failed to appear, the Court being advised that Attorney King was not provided with due and proper notice of said hearing, it is the ORDER of this Court that hearing be and is hereby rescheduled to the 19th day of July, 2004, at 1:00 o'clock P.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

JUL 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED *acc Atty Greacher,*
04/0016X
JUL 01 2004 *1 cc Atty King*

WAS
William A. Shaw
Prothonotary/Clerk of Courts

KERRY E. COBLE, an Adult Individual,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY,
	:	PENNSYLVANIA
v.	:	
	:	CIVIL ACTION NO. 03-49-CD
CERAMIC FIBER TECHNOLOGIES, INC.,	:	
Defendant	:	CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) ss:
 COUNTY OF DAUPHIN)

AND NOW, this 9th day of JULY, 2004, before me, a Notary Public in and for said Commonwealth and County, personally appeared JACQUELYN ZETTLEMOYER, known to me to be legal secretary to Stephen M. Greecher, Jr., attorney for Plaintiff in the above captioned action, who, being duly sworn according to law, deposes and says that after the original attempt of service of March 19, 2004 was returned by the Post Office marked "Not Deliverable as Addressed, Unable to Forward," service of the Complaint was made on March 26, 2004, by depositing a true and correct copy of the same in the United States mail, first class, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Ceramic Fiber Technologies, Inc.
 467 Hubler Road
 DuBois, PA 15801
 DEFENDANT
 (CERTIFIED MAIL/RETURN RECEIPT REQUESTED
 #7002 2410 0001 2367 1679)

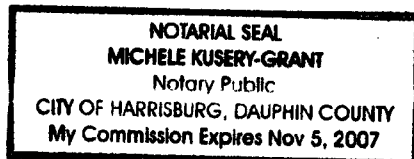
which service was completed on March 29, 2004, as evidenced by the attached Return Receipt Card.

Jacquelyn Zettlemoyer
 Jacquelyn Zettlemoyer

SWORN TO AND SUBSCRIBED before me, this 9 day of JULY, 2004.

Michele Kusery-Grant
 Notary Public

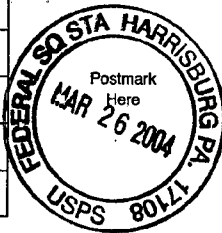
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FILED ND _{CC}
 JUL 12 2004
 William A. Shaw
 Prothonotary/Clerk of Courts

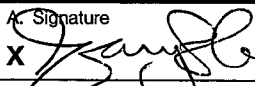
7002 2410 0001 2367 1679

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.29
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.34



Sent To CERAMIC FIBER TECHNOLOGIES INC	
Street, Apt. No., or PO Box No. 467 HUBLER RD	
City, State, ZIP+4 DUBOIS, PA 15801	

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) GARY L. CABLE C. Date of Delivery 3-29-04</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>CERAMIC FIBER TECHNOLOGIES 467 HUBLER RD. DUBOIS, PA 15801</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7002 2410 0001 2367 1679</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540
CABLE

KERRY E. COBLE, an Adult Individual,
Plaintiff

v.

CERAMIC FIBER TECHNOLOGIES, INC.,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION NO. 03-49-CD

CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
(
COUNTY OF DAUPHIN)

ss:

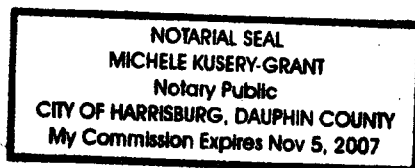
AND NOW, this 9th day of JULY, 2004, before me, a Notary Public in and for said Commonwealth and County, personally appeared JACQUELYN ZETTLEMOYER, known to me to be legal secretary to Stephen M. Greecher, Jr., attorney for Plaintiff in the above captioned action, who, being duly sworn according to law, deposes and says that she mailed the Order of Judge Paul E. Cherry, dated June 30, 2004, scheduling the Argument regarding Defendant's Preliminary Objections (a copy of which is attached hereto), by United States first-class mail, postage prepaid, on July 9, 2004, addressed to counsel for Defendant, David P. King, Esquire, 23 Beaver Drive, P. O. Box 1016, DuBois, PA 15801.

Jacquelyn Zettlemoyer
Jacquelyn Zettlemoyer

SWORN TO AND SUBSCRIBED before me, this 9 day of JULY, 2004.

Michele Kusery-Grant
Notary Public

70113.1



FILED No
m115801 CC
JUL 12 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

KERRY E. COBLE, an Adult Individual, :
Plaintiff :
V. : NO. 03-49-CD
: :
CERAMIC FIBER TECHNOLOGIES, :
Defendant :

ORDER

AND NOW, this 30th day of June, 2004, this being the date set for Argument with regard to Defendant's Preliminary Objections and David P. King, Esquire, counsel for Defendant, having failed to appear, the Court being advised that Attorney King was not provided with due and proper notice of said hearing, it is the ORDER of this Court that hearing be and is hereby rescheduled to the 19th day of July, 2004, at 1:00 o'clock P.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

/s/ Paul E. Cherry

PAUL E. CHERRY,
JUDGE

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

JUL 01 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KERRY E. COBLE

:

VS.

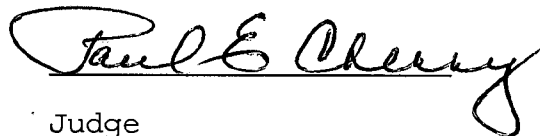
: NO. 03-49-CD

CERAMIC FIBER TECHNOLOGIES, INC.:

O R D E R

NOW, this 19th day of July, 2004, following argument on Preliminary Objections filed on behalf of Defendant, Ceramic Fiber Technologies, Incorporated, it is the ORDER of this Court that counsel provide the Court with briefs by no later than August 16, 2004, with counsel then having seven (7) days thereafter to file a reply brief.

BY THE COURT:


Judge

FILED

JUL 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

(Kurt)

rec. Atty's

Greches, King

①

Defn - 8-16-04
Replies - 8-23-04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

KERRY E. COBLE

:

VS.

: NO. 03-49-CD

CERAMIC FIBER TECHNOLOGIES, INC.:

O R D E R

NOW, this 19th day of July, 2004, following argument on Preliminary Objections filed on behalf of Defendant, Ceramic Fiber Technologies, Incorporated, it is the ORDER of this Court that counsel provide the Court with briefs by no later than August 16, 2004, with counsel then having seven (7) days thereafter to file a reply brief.

BY THE COURT:

Judge

CA

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

KERRY E. COBLE, an Adult Individual, :
PLAINTIFF, :
v. : No. 03-49-CD
CERAMIC FIBER TECHNOLOGIES, INC., :
Defendant. :

ORDER

AND NOW, this 16th day of December, 2004 after oral argument and the submission of briefs on Ceramic Fiber Technologies, Inc. (Defendant)'s Preliminary Objections, it is the Order of this Court that Defendant's Preliminary Objections are HEREBY GRANTED. In making its decision the Court examined all material facts set forth in the complaint and, for purposes of making its decision, admitted as true all inferences reasonably deducible therefrom. Price v. Brown, 545 Pa. 216, 680 A.2d 1149, 1151 (1996). After having done so, the Court has no doubt that the law says no recovery is possible, that Defendant's Preliminary Objections should be GRANTED and Plaintiff's complaint should be dismissed with prejudice.

By the Court

FILED
DEC 16 2004
6/21/04
William A. Shaw
Prothonotary/Clerk of Courts
2 sent to ATTY KING & GREENE
Judge 