

04-25-CD
TIMOTHY J. BRITTON, et al. vs. GEORGE A SALINE, et al.

Britton Const., et al vs. George Saline, et al
2004-25-CD

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants

No. 2004- 25 -CD

Type of Case:
Civil

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:
Peter F. Smith
Supreme Court ID #34291
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

JAN 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMOTHY J. BRITTON d/b/a	:		
TIM BRITTON CONSTRUCTION	:	No. 2004-	-CD
SERVICES,	:		
	:		
Plaintiff	:		
	:		
vs.	:		
	:		
GEORGE A. SALINE and RANDY J.	:		
MITCHELL t/d/b/a RAK COMPUTER	:		
ASSOCIATES, and KIMBERLY S.	:		
ELTRINGHAM,	:		
	:		
Defendants	:		
	:		

NOTICE TO DEFEND

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

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

David S. Meholic
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, P A 16830
(814) 765-2641

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

TIMOTHY J. BRITTON d/b/a	:		
TIM BRITTON CONSTRUCTION	:	No. 2004-	-CD
SERVICES,	:		
Plaintiff	:		
	:		
vs.	:		
	:		
GEORGE A. SALINE and RANDY J.	:		
MITCHELL t/d/b/a RAK COMPUTER	:		
ASSOCIATES, and KIMBERLY S.	:		
ELTRINGHAM,	:		
Defendants	:		
	:		

COMPLAINT

COMES NOW, the Plaintiff, TIMOTHY J. BRITTON d/b/a TIM BRITTON CONSTRUCTION SERVICES, by its Attorney, Peter F. Smith, who states in support of this complaint:

1. The Plaintiff is TIMOTHY J. BRITTON d/b/a TIM BRITTON CONSTRUCTION SERVICES with business office at 109 Main Street, Falls Creek, Jefferson County, Pennsylvania 15840.

2. The names of the first two Defendants are GEORGE A. SALINE and RANDY J. MITCHELL, who do business as RAK COMPUTER ASSOCIATES, with principal office at 533 East DuBois Avenue, P. O. Box 231, DuBois, Pennsylvania 15801. Mr. Mitchell resides at R.R. 1 Box 338, Grampian, PA 16838. Mr. Saline's home address is unknown.

3. The name of the third Defendant is KIMBERLY S. ELTRINGHAM, whose last known address is R.R. 1, Brockport, Pennsylvania 15823.

4. On or about January 14, the parties entered an agreement under which RAK would

provide on-site support for multiple computer questions and problems relating to Mr. Britton's computer system at his business. A true and correct copy of this writing is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

5. Pursuant to this agreement, RAK sent its technician Kimberly S. Eltringham to Mr. Britton's place of business on January 14, 2003.

6. RAK presented itself to the Plaintiff and the public as an expert in installation, repair and maintenance of computer hardware and software systems.

7. RAK's employee Kimberly S. Eltringham was requested to create a new shortcut that would appear on Mr. Britton's personal desktop unit to the Quickbooks files on his business' computer network server.

8. Mr. Britton maintained the entire financial records for his business in various Quickbooks files which were all part of the Quickbooks program installed on his computer network.

9. In order to do this, Ms. Eltringham explained that she had to delete the existing shortcut.

10. Ms. Eltringham proceeded to delete what she believed to be only a shortcut, but in reality she deleted the entire Quickbooks data folder for Mr. Britton's business from the entire network.

11. RAK's technician realized her mistake after it was too late to prevent it. Ms. Eltringham first said that nothing could be done to repair her mistake. She then attempted to correct it by reinstalling a back-up which she had been informed was six months old.

12. The installation of six month old back-up data overwrote the data which Ms. Eltringham incorrectly deleted. Thus, the incorrectly deleted data became irretrievable even with

the use of data restoration programs.

13. The errors and omissions which RAK's technician committed proximately caused the deletion of Mr. Britton's essential business data and was negligent for the following reasons:

- A. The technician commenced her work before assuring herself that a current and complete back-up of programs and data on Mr. Britton's computer network had been performed and was safely preserved;
- B. She undertook to create a new shortcut without a thorough understanding of the Quickbooks and Microsoft Windows programs and did not pay careful attention to what she was actually deleting and thus, deleted the data rather than just the shortcut to it;
- C. Rather than risking further damage and correctly assessing her error and formulating an appropriate solution, RAK's technician restored an old back-up with out-dated data;
- D. Notwithstanding the fact that RAK's technician knew the back-up was dated, she proceeded to install it anyhow;
- E. RAK's technician either did not know, failed to realize or disregarded that installation of the old back-up would overwrite the incorrectly deleted data thus making its later retrieval and restoration impossible;
- F. RAK's technician failed to fully and adequately disclose her error to Tim Britton and his employees, she stated that "the files just disappeared";
- G. RAK's technician did not tell them that she attempted to install an old back-up until after she had made the attempt;
- H. RAK's technician did not apprise Mr. Britton and his employees of the risks inherent in her attempt at restoration;
- I. RAK's technician was not sufficiently trained to undertake these services for Tim Britton;
- J. RAK's technician was not adequately supervised;
- K. RAK's technician did not realize the limitations of her own knowledge and skills.

14. RAK is liable for the negligence of its employees under the Doctrine of Respondeate Superior.

15. The negligent deletion of Mr. Britton's business data disrupted his operations for four months following this incident.

16. The negligent deletion of Mr. Britton's business data compelled him and his staff to completely rebuild the deleted files by reentering the deleted data on a line-by-line, invoice-by-invoice, record-by-record, day-by-day basis for the period of July 9, 2002 to January 14, 2003.

17. The average hourly rate of the employees who reentered this data for Mr. Britton is \$17.50 which includes benefits, taxes and related employer expenses.

18. An itemization of the time dedicated by Mr. Britton's employees to the restoration of the incorrectly deleted data and the value of those services is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

19. Mr. Britton also retained the services of 3X Software Development, which specializes in network consulting services, to assist him and his staff in correcting this problem.

20. Counsel for Mr. Britton advised RAK of this problem and Mr. Britton's expectation that RAK would compensate him for his losses in this regard. A true and correct copy of counsel's February 14, 2003 letter in this regard is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 3.

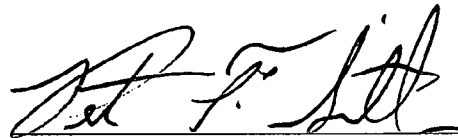
21. RAK responded by its counsel who denied RAK's responsibility for this problem.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendants in the amount of \$12,985.79 together with interest at the statutory rate and costs.

Respectfully submitted,

Date:

1/6/04

A handwritten signature in black ink, appearing to read "Peter F. Smith", written over a horizontal line.

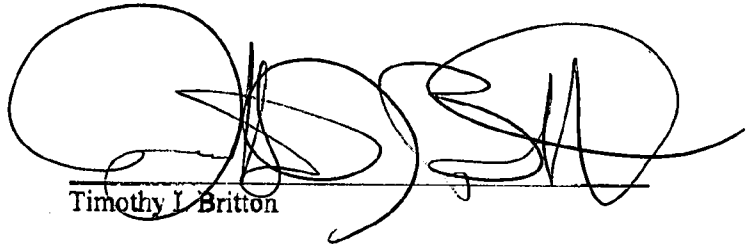
Peter F. Smith, Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint 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.

Dated:

Jan 5, 2004



Timothy L. Britton

- ✓ Franklin Covey software not linked to Tim's ^{RELEAS} Computer.
- ✓ Email on design computer not working properly.
- ✓ Counter computer needs to show standard desktop and not go blank. NOT DONE
- Would like advise on best way of backing up data weekly. NOT DONE
- Tim's computer not able to access the ^{scan} hard drives of the other computers. L
(ADD SHORTCUTS) Sales - ~~Ar~~ Design not on network
- Check all network connections LATER
- Give us info on how to check our network connections. NOT DONE

✓ MWRd Sales No Scrub

All COMPUTERS w SHORTCUTS TO OTHER HARDWARES
EXCEPT Tim/AHD ACCOUNTING

Tim short cut TO QB Pro ^{BE} TBC

C:\Program File\Frank-Covey/
Planner/Tim Britton

Weekly Expenditure In Loss of Accounting Data

<u>Date</u>	<u>Hours</u>	<u>Job</u>
<u>Connie's Time</u>		
1/14/03	2 hours	Assisting Kim
1/18/03	3 ½ hours	Finding copies of checks, invoices and necessary info to process W2's, 1099's and workman's compensation data
1/25/03	6 hours	Process W2's, 1099's and workman's compensation audits.
1/27/03	3 ½ hours	Process 1099's
1/27/03	½ hour	Meeting with Tim concerning problems
1/28/03	½ hour	Phone calls to retrieve data and entering missing data for 1099's
2/03/03	1 ½ hours	Meeting with Tim concerning problems
2/03/03	½ hour	Meeting with Tim concerning solutions to problems
<u>Judy's Time</u>		
1/25/03	1 hour	Typing letter
1/27/03	½ hour	Meeting with Tim concerning problems
1/28/03	2 hours	Pulling data from files
1/29/03	2 hours	Pulling data and typing letter to attorney
1/30/03	1 hour	Pulling data from files
1/31/03	1 hour	Pulling data from files
2/03/03	1 ½ hours	Meeting with Tim concerning problems
<u>Kristen's Time</u>		
1/22/03	2 ¼ hours	Writing checks by hand
1/24/03	2 hours	Entering checks in ledger and writing checks by hand
1/27/03	½ hour	Meeting with Tim concerning problems
1/28/03	½ hour	Writing checks by hand
1/30/03	2 ¾ hours	Writing checks by hand
2/03/03	1 ½ hours	Meeting with Tim concerning problems
2/03/03	½ hour	Meeting with Tim concerning solutions to problems
2/03/03	1 hour	Worked with Karen on computer
2/04/03	5 ½ hours	Worked with Karen on computer
<u>Karen's Time</u>		
2/03/03	5 hours	Rebuilding files
2/04/03	8 ¾ hours	Rebuilding files
2/05/03	8 ¾ hours	Rebuilding files
2/06/03	5 ¾ hours	Rebuilding files
2/07/03	11 ¾ hours	Rebuilding files
2/10/03	10 ¾ hours	Rebuilding files
2/11/03	8 hours	Rebuilding files
2/12/03	10 ¼ hours	Rebuilding files

Total Hours 112 ½ hours x \$17.50 = \$1,968.75

Weekly Expenditure In Loss of Accounting Data

<u>Date</u>	<u>Hours</u>	<u>Job</u>
<u>Nikki's Time</u> <i>NIKKI EMERICK - NOT AN Employee</i>		
1/15/03	1 hour	Discussion with Tim
1/18/03	1 hour	Trying to find lost file
1/25/03	1 hour	Trying to find lost file
1/27/03	1 hour	Meeting with Tim
2/07/03	2 hours	Setting up new computer
2/08/03	2 hours	Setting up new computer
Total	8 hours x \$45.00 = \$360.00	

<u>Tim's Time</u>		
1/14/03	5 hours	2 hours during day trying to save computer file. Huge interruption to normal business operations. 3 hours in evening looking over files.
1/15/03	2 hours	1 hour discussion with Nikki. 1 hour working on how to pay invoices.
1/16/03	½ hour	½ hour shut down computer
1/17/03	1 ½ hours	Major interruptions. Had to obtain bank balances. Had to do payroll manually. Lost 2 sales because we lost our appointment schedule in computer
1/18/03	5 hours	Working with Bob Wachob
1/20/03 to 1/25/03	5 hours	Various hours meeting to discuss problems with computer experts
1/27/03	1 ½ hours	Meeting with team
1/28/03 to 1/29/03	2 hours	Working on how to input missing data
1/30/03		Hired employer/set up orientation
2/03/03	2 ½ hours	Meeting with team to review and update new employee
2/04/03	2 hours	Working with Nikki
2/08/03	2 hours	Working with Nikki
Total	29 hours x \$65.00 = \$1,885.00	

Office Equipment

Gateway Computer \$672.04

GRAND TOTAL TO DATE **\$4,885.79**

To Whom It May Concern:

Since my hire date on March 3, 2003 the following is a list of the hours I have devoted to rebuilding on the lost 2002-2003 data on our Quickbooks accounting program:

3-Mar -	7-Mar	27
10-Mar -	14-Mar	38
17-Mar -	21-Mar	31
24-Mar -	28-Mar	33
31-Mar -	4-Apr	34
7-Apr -	11-Apr	31
14-Apr -	18-Apr	30
21-Apr -	25-Apr	27
28-Apr -	2-May	25
5-May -	9-May	20
12-May -	16-May	18
19-May -	23-May	10

324 @ \$25.00/hr. \$ 8,100.00

This represents a final bill for this project.

Joseph A. Grecco

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

February 14, 2003

CERTIFIED MAIL
NO. 7001 1940 0001 9406 0792

Rak Computer Associates
ATTN: Randy Mitchell
533 East DuBois Ave.
P. O. Box 231
DuBois, PA 15801

RE: Tim Britton Construction Services

Dear Mr. Mitchell:

I write to you on behalf of my client Tim Britton Construction Services. I had a lengthy telephone conversation with Tim January 27. He explained the events and circumstances leading up to the deletion of his business records for the period commencing July 1, 2002 by one of your employees.

This data must be re-entered into Tim's computers. Each individual item of information must be retrieved from a paper file. The process will be extremely time consuming. This has and will divert Tim and his employees from their regular responsibilities. This disruption of Mr. Britton's computer system interferes with this year's operations, including but not limited to, the pricing and bidding of upcoming new projects.

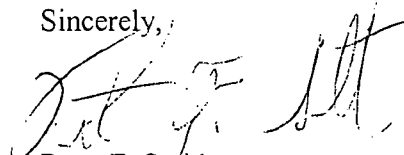
My client believes that the data loss is the direct result of your employee's negligence for which Rak Computer Associates is legally responsible. My client will commence restoration of the data immediately. It will itemize the expenses associated with this process and send you a bill when the job is completed.

My client will credit your invoice to it for \$402.30 against the total which Rak Computer Associates owes it as a result of this incident.

Rak Computer Associates
Attn: Randy Mitchell
February 14, 2003
Page Two

I suggest you show this letter to your general or professional liability insurance carrier and to your attorney.

Sincerely,



Peter F. Smith

PFS/hab

cc: Tim Britton Construction Services

FILED
01/10/10
JAN 07 2004
Atty pd. 8500
3005AFF
ICE Atty Smith

RECEIVED
JAN 07 2004

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

CIVIL ACTION - LAW

Number 2004 - 25 C.D.

Type of Case: Civil Division

Type of Pleading: Appearance

Filed on behalf of: Defendants

Counsel of Record for this Party:

Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

JAN 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
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*
* Number 2004 - 25 C.D.

APPEARANCE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Enter our Appearance on behalf of the Defendants, GEORGE A. SALINE and RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES, and KIMBERLY S. ELTRINGHAM, in regard to the above-captioned matter.

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for Defendants

Dated: January 23, 2004

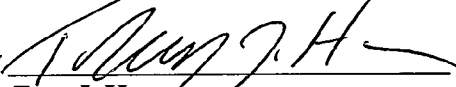
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Appearance was served on the 23rd day of January, 2004, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Peter F. Smith, Esq.
30 South Second Street
PO Box 130
Clearfield, PA 16830

DENNISON, DENNISON & HARPER

By


Troy J. Harper
Attorneys for Defendants

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

CIVIL ACTION - LAW

Number 2004 - 25 C.D.

Type of Case: Civil Division

Type of Pleading: Answer, New
Matter and Counterclaim

Filed on behalf of: Defendants

Counsel of Record for this Party:
Troy J. Harper
Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

FEB 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
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* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
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* Number 2004 - 25 C.D.

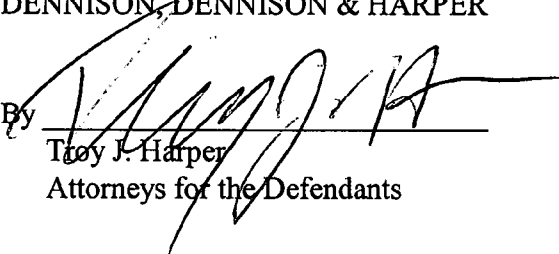
NOTICE TO PLEAD

TO: The Plaintiff:

You are hereby notified to plead to the within New Matter and Counterclaim within
twenty (20) days from service hereof or a default judgment may be entered against you.

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for the Defendants

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
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*
* Number 2004 - 25 C.D.

ANSWER, NEW MATTER AND COUNTERCLAIM

AND NOW, comes the Defendants, GEORGE A. SALINE and RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES, and KIMBERLY S. ELTRINGHAM, by their attorneys, Dennison, Dennison & Harper, who file the following Answer, New Matter and Counterclaim in response to the Plaintiffs' Complaint:

1. Admitted.

2. Admitted. By way of additional response, the Defendant, Randy Mitchell's, new 911 designated address is 7109 Irshstown Road, Grampian, Pennsylvania, and the Defendant, George A. Saline's, address is 500 Mercer Street, Ridgway, Pennsylvania.

3. Admitted. By way of additional response, the Defendant, Kimberly S. Eltringham's, new 911 designated address is 42 Cross Roads, Brockport, Pennsylvania.

4. The averments of Paragraph 4 of the Plaintiff's Complaint are denied as stated. On the contrary, the Plaintiff and Defendants never entered into any written agreement. Rather, prior

to or on January 14, 2003, the Plaintiff, or his representative, prepared a list of computer issues related to his computer system at his business and provided the list to the Defendant, RAK Computer Associates. He requested that someone from RAK Computer Associates come to the Plaintiff's business to review the issues and attempt to resolve the same. It is specifically denied that the writing attached to the Complaint as Exhibit 1 is a written contract or otherwise incorporates the terms of any agreement between the parties but rather is in part the list prepared by the Plaintiff referenced herein. Moreover, it is specifically denied that Exhibit 1 is in the state that it was upon initial presentation to the Defendant, RAK Computer Associates, or after the RAK representative left the Plaintiff's place of business on January 14, 2003.

5. The averments of Paragraph 5 that the Defendant, RAK Computer Associates, sent its technician, Kimberly S. Eltringham, to the Plaintiff's place of business on January 14, 2003, are admitted. The remaining averments of Paragraph 5 are denied, and the averments of Paragraph 4 of this Answer are incorporated herein by reference thereto.

6. Denied as stated. On the contrary, the Defendant, RAK Computer Associates, held itself out to the Plaintiff and the public as an expert in certain aspects of installation, repair and maintenance of computer hardware and software.

7. The averments of Paragraph 7 of the Plaintiff's Complaint are denied as stated, and it is specifically denied that the Quickbook files were located on a computer network server. On the contrary, the RAK Computer Associates employee, Kimberly S. Eltringham, was requested to create a new shortcut that would appear on Mr. Britton's workstation to access Quickbook's files on his business's computer network which did not include a network server.

8. The averments of Paragraph 8 of the Plaintiff's Complaint are admitted only insofar as there was a Quickbook's program installed on the Plaintiff's network with associated files. With respect to the remaining averments of Paragraph 8 of the Plaintiff's Complaint, after reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

9. Admitted.

10. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, deleted only a shortcut and did not delete any Quickbook data folder.

11. The averment of Paragraph 11 of the Plaintiff's Complaint that the Defendant, Kimberly S. Eltringham, made a mistake is denied. On the contrary, the Defendant, Kimberly S. Eltringham, did not make a mistake and only deleted a shortcut and, in further response, the averments of Paragraph 10 of this Answer are incorporated herein by reference thereto. The averments of Paragraph 11 of the Plaintiff's Complaint that the Defendant, Kimberly S. Eltringham, reinstalled a back-up which contained data that was six months old is admitted. However, by way of additional response, it is denied that said reinstallation was necessitated by any mistake made by the Defendant, Kimberly S. Eltringham. Further, the decision to reinstall the data that was six months old was agreed to by the Plaintiff and his representative prior to the reinstallation.

12. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, did not make a mistake and, in further response, the averments of Paragraphs 10 and 11 of this Answer are incorporated herein by reference thereto. Moreover, it specifically denied that the installation

overwrote any data as said installation was done in a manner to prevent any overwriting of any other data.

13. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, was not negligent in any respect, and she acted with due care and caution at all times material hereto and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

A. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, was not engaged on January 14, 2003, to perform any back-up of the Plaintiff's files or programs as she had previously instructed the Plaintiff and his representative on the procedure to back up files and instructed them on performing the same, and the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

B. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, only deleted a shortcut, and the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

C. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, only deleted a shortcut, and the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

D. Denied and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

E. Denied and, in further response the averments of Paragraphs 11 and 12 of this Answer are incorporated herein by reference thereto

F. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, did not make an error, and the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

G. Denied and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

H. Denied and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

I. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, was sufficiently trained to remove a shortcut from a computer and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

J. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, was sufficiently trained and experienced to remove a shortcut from a computer and, therefore, direct supervision was unnecessary. In addition, in further response hereto, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

K. Denied. On the contrary, the Defendant, Kimberly S. Eltringham, was sufficiently trained and experienced to remove a shortcut from a computer and, in further response, the averments of Paragraphs 10, 11 and 12 of this Answer are incorporated herein by reference thereto.

14. The averments of Paragraph 14 of the Plaintiff's Complaint constitute conclusions of law, and no response is required. By way of additional response, the averments of Paragraphs 10, 11, 12, and 13 of this Answer are incorporated herein by reference thereto.

15. The averments of Paragraph 15 of the Plaintiff's Complaint alleging that there was a negligent deletion of data are denied and, in further response, the averments of Paragraph 10, 11, 12 and 13 are incorporated herein by reference thereto. With respect to the remaining averments of Paragraph 15 of the Plaintiff's Complaint, after reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

16. The averments of Paragraph 16 of the Plaintiff's Complaint alleging that there was a negligent deletion of data are denied and, in further response, the averments of Paragraph 10, 11, 12 and 13 are incorporated herein by reference thereto. With respect to the remaining averments of Paragraph 16 of the Plaintiff's Complaint, after reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

17. After reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments of Paragraph 17 of the Plaintiff's Complaint, and said averments are therefore denied. By way of additional response, the averments of Paragraphs 10, 11, 12 and 13 are incorporated herein by reference thereto.

18. The averments of Paragraph 18 of the Plaintiff's Complaint alleging that there was an incorrect deletion of data are denied and, in further response, the averments of Paragraph 10, 11, 12 and 13 are incorporated herein by reference thereto. With respect to the remaining averments of Paragraph 18 of the Plaintiff's Complaint, after reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments,

and said averments are therefore denied.

19. To the extent that Paragraph 19 of the Plaintiff's Complaint alleges that any "problem" was the result of any conduct by the Defendants, said averments are denied, and the Defendants acted with due care and caution at all times material hereto and, in further response, the averments of Paragraphs 10, 11, 12 and 13 are incorporated herein by reference thereto. With respect to the remaining averments of Paragraph 19 of the Plaintiff's Complaint, after reasonable investigation, the Defendants are without sufficient knowledge and information to form a belief as to the truth of the averments, and said averments are therefore denied.

20. To the extent that Paragraph 20 of the Plaintiff's Complaint alleges that any "problem" was the result of any conduct by the Defendants or that the defendants are otherwise responsible for any "problem", said averments are denied, and the Defendants acted with due care and caution at all times material hereto and in further response, the averments of Paragraphs 10, 11, 12 and 13 are incorporated herein by reference thereto. The averment of Paragraph 20 of the Plaintiff's Complaint that counsel for the Plaintiff sent the Defendants a letter dated February 14, 2003, and that a copy of said letter is attached as Exhibit 3 is admitted.

21. Admitted.

WHEREFORE, the Defendants, GEORGE A. SALINE and RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES, and KIMBERLY S. ELTRINGHAM, demand judgment in their favor and against the Plaintiff. **JURY TRIAL DEMANDED.**

NEW MATTER

22. The Plaintiff has failed to state a cause of action upon which relief may be granted.

23. The alleged damages and/or losses sustained by the Plaintiff were caused or contributed to, in whole or in part, by persons or entities other than the Defendants, George A. Saline and Randy J. Mitchell, t/d/b/a RAK Computer Associates, and Kimberly S. Eltringham, and over whom the said Defendants had no control, and for whose actions the said Defendants are not liable.

WHEREFORE, the Defendants, GEORGE A. SALINE and RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES, and KIMBERLY S. ELTRINGHAM, demand judgment in their favor and against the Plaintiff. **JURY TRIAL DEMANDED.**

COUNTERCLAIM

24. The Defendants/crossclaimants are George A. Saline and Randy J. Mitchell, t/d/b/a, RAK Computer Associates, a partnership, with business offices located at 533 East DuBois Avenue, DuBois, Clearfield County, Pennsylvania (hereinafter "RAK Computer Associates").

25. The Plaintiff, Tim Britton is an adult individual who owns and operates business as a sole proprietorship known as Tim Britton Construction Services with business offices located at 109 Main Street, Falls Creek, Clearfield County, Pennsylvania.

26. RAK Computer Associates, is engaged in the business of, among other things, selling, installing and maintaining computers, computer systems and computer programs.

27. At the special insistence and request of the Plaintiff, Tim Britton, t/d/b/a Tim Britton Construction Services, RAK Computer Associates, through its employees, provided services

related to troubleshooting computer problems and transferring files from one computer to another at the Plaintiff's place of business.

28. The aforementioned services were performed by employees and/or representatives of RAK Computer Associates on or about on December 20, 2002; January 15, 2003; January 29, 2003; and February 27, 2003.

29. RAK Computer Associates submitted invoices to the Plaintiff for the services performed on the above-mentioned dates, and copies of said invoices are attached hereto collectively as Exhibit A and made part hereof.

30. The prices charged by RAK Computer Associates for the services performed were the fair and reasonable charges for the services.

31. To date, the Plaintiff has failed to make payment for the services performed by the RAK Computer Associates.

32. The amount due and owing to RAK Computer Associates for the services performed is One Thousand One Hundred Thirty-six and 85/100 Dollars (\$1,136.85).

WHEREFORE, RAK Computer Associates demands judgment against the Plaintiff, Tim Britton, t/d/b/a Tim Britton Construction Services, in the amount of One Thousand One Hundred

Thirty-six and 85/100 Dollars (\$1,136.85) together with interest at the legal rate and court costs.

JURY TRIAL DEMANDED.

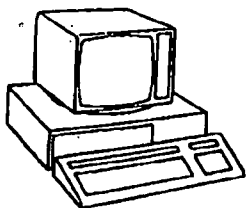
DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for Defendants

Feb 12 04 12:02p



RAK

COMPUTER ASSOCIATES

533 EAST DUBOIS AVENUE
P.O. Box 231
DUBOIS, PA 15801

814-371-1172

P.1



PHONE: (814) 371-5025
FAX # (814) 371-1172

NUMBER	DATE
18580	02/27/2003

* INVOICE *

BILL TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

ATTN: TIM

SHIP TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

ATTN:

TERMS:

NET 15 DAYS

*** PLEASE REMIT YELLOW COPY ***
*** WITH PAYMENT ***

CUSTOMER PO#

CUSTOMER NBR 487

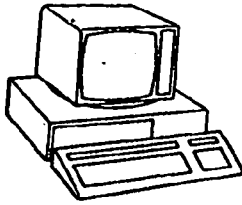
Quality Computer Supplies & Peripherals

ITEM	HRS/UNITS	PRICE \$/UNIT	DESCRIPTION		
1	4.00	65.00	ATTEMPT TO RECOVER BILLING FILES FROM FROM ACCOUNTING MACHINE (QUICKBOOKS, SATURN, MICROSOFT 98 NETWORK) 1/21/03 9-1 SANDY ON-SITE	15.50	276.50
			INVOICE AMOUNT DUE-----		1275.50

EXHIBIT

A

Feb 12 04 12:03p



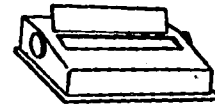
RAK

COMPUTER ASSOCIATES

533 EAST DUBOIS AVENUE
P.O. Box 231
DUBOIS, PA 15801

814-371-1172

P.2



PHONE: (814) 371-5025
FAX # (814) 371-1172

NUMBER	DATE
19500	01/28/2003

* INVOICE *

BILL TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

SHIP TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

TERMS:
NET 15 DAYS
** PLEASE REMIT YELLOW COPY **
** WITH PAYMENT **

CUSTOMER PO#
CUSTOMER NBR 487

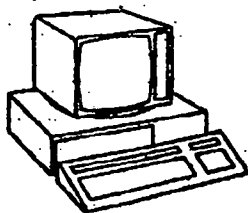
Quality Computer Supplies & Peripherals

ITEM	HRS/UNITS	PRICE HR/UNIT	DESCRIPTION	SALES TAX	EXTENSION
1	1.50	65.00	01/21/2003 RECONFIGURED SALES COMPUTER NETWORK SETTINGS SETUP DESIGN COMPUTER ON NETWORK DOWNLOAD WIN XP DRIVERS FOR XEROX WORKCENTER LASER AND SETUP COUNTER AND DESIGN P.L.'S TO PRINT TO XEROX INVOICE AMOUNT DUE-----	5.85	103.35 \$103.35

Feb 13 04 01:41p

814-371-1172

p.1



RAK

COMPUTER ASSOCIATES

533 EAST DUBOIS AVENUE
P.O. Box 231
DUBOIS, PA 15801



PHONE: (814) 371-5025
FAX # (814) 371-1172

18422	01/15/2003
-------	------------

* INVOICE *

BILL TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

SHIP TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

TERMS:	NET 15 DAYS
** PLEASE REMIT YELLOW COPY **	
**	WITH PAYMENT **

CUSTOMER PO#	
CUSTOMER NBR	487

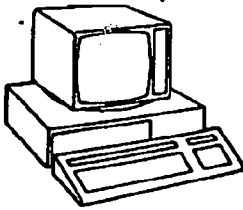
Quality Computer Supplies & Peripherals

QTY	UNIT PRICE	DESCRIPTION	AMOUNT	TOTAL
1	7.00	25.00	ONSITE SUPPORT FOR MULTIPLE COMPUTER QUESTIONS AND PROBLEMS ON 1/14-KIM.	27.30
			INVOICE AMOUNT DUE- ----)	462.30
				1462.30

Feb 12 04 12:03p

814-371-1172

p.4



RAK

COMPUTER ASSOCIATES

533 EAST DUBOIS AVENUE
P.O. Box 231
DUBOIS, PA 15801



PHONE: (814) 371-5025
FAX # (814) 371-1172

NUMBER	DATE
18354	12/20/2002

* I N V O I C E *

BILL TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

SHIP TO
TIM BRITTON CONSTRUCTION
109 MAIN STREET
FALLS CREEK, PA 15840

TERMS:
NET 15 DAYS
** PLEASE REMIT YELLOW COPY **
** WITH PAYMENT **

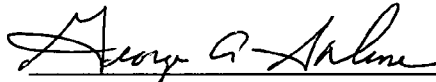
CUSTOMER PO#
CUSTOMER NBR 487


Quality Computer Supplies & Peripherals


ITEM	QTY/UNIT	PRICE PER UNIT	DESCRIPTION		
1	4.00	65.00	ONSITE SETUP OF NEW GATEWAY COMPUTER SYSTEM, TRANSFER FILES FROM OLD SYSTEM TO NEW COMPUTER SYSTEM ON 12/20-KIM.	15.60	275.60
			INVOICE AMOUNT DUE-----		1275.60

VERIFICATION

We verify that the averments made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.


George A. Saline


Randy J. Mitchell


Kimberly Eltringham

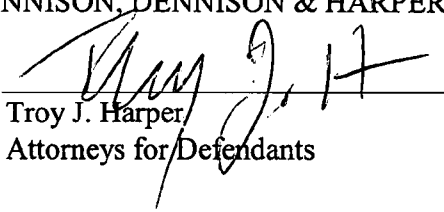
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Answer, New Matter and Counterclaim was served on the 17th day of February, 2004, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Peter F. Smith, Esq.
30 South Second Street
PO Box 130
Clearfield, PA 16830

DENNISON, DENNISON & HARPER

By


Troy J. Harper
Attorneys for Defendants

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants

No. 2004-25-CD

Type of Case:
Civil

Type of Pleading:
**Plaintiff's Answer to Defendants' New
Matter and Counterclaim**

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:
Peter F. Smith, Esquire
Supreme Court ID #34291
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

Counsel of Record for Defendants:
Troy J. Harper, Esquire
Supreme Court ID #74753
Dennison, Dennison & Harper
293 Main Street
Brookville, PA 15825

FILED

MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMOTHY J. BRITTON d/b/a	:	
TIM BRITTON CONSTRUCTION	:	No. 2004- 25-CD
SERVICES,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
GEORGE A. SALINE and RANDY J.	:	
MITCHELL t/d/b/a RAK COMPUTER	:	
ASSOCIATES, and KIMBERLY S.	:	
ELTRINGHAM,	:	
Defendants	:	
	:	

PLAINTIFF'S ANSWER TO DEFENDANT'S NEW MATTER

COMES NOW, the Plaintiff, TIMOTHY J. BRITTON d/b/a TIM BRITTON CONSTRUCTION SERVICES, by its Attorney, Peter F. Smith, who states the following in response to Defendant's New Matter and Counterclaim:

1 - 21. Plaintiff adopts and incorporates by reference the averments of his complaint.

22. Denied as a statement of law to which no response is required.

23. Denied. The Defendants are wholly and solely responsible for the negligent deletion of Plaintiff's data.

WHEREFORE, Mr. Britton renews his prayer that judgment be entered in his favor and against the Defendants in the amount of \$12,985.79 together with interest at the statutory rate and costs.

PLAINTIFF'S ANSWER TO DEFENDANT'S COUNTERCLAIM

24. Admitted.

25. Admitted that Mr. Britton conducted business as a sole proprietorship at the time the events subject to this litigation occurred.

26. Admitted.

27. Admitted that Mr. Britton requested the Defendants to perform computer services but the description of those services in Defendants' paragraph 27 is denied as stated. The services provided are accurately described in paragraph 4 of the complaint and Plaintiff's Exhibit 1.

28. Admitted.

29. Admitted.

30. Denied because RAK did not properly provide the services requested. Therefore, RAK's request for compensation is unreasonable.

31. Denied as stated. To date, Plaintiff has refused to pay for the negligent services performed by RAK Computer Associates because they are not entitled to compensation for the reasons set forth in the complaint.

32. Denied that any amount is owing by Plaintiff to RAK for the reasons set forth in paragraph 31 and in the complaint.

WHEREFORE, Plaintiff prays that RAK Computer Associates' Counterclaim be denied.

Respectfully submitted,

Date:

3/9/04

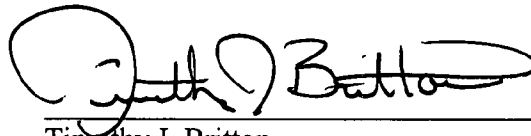

Peter F. Smith, Attorney for Plaintiff

VERIFICATION

I verify that the statements made in Plaintiff's Answer to Defendant's New Matter and Counterclaim 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.

Dated: _____

3-1-04

A handwritten signature in black ink, appearing to read "Timothy J. Britton", written over a horizontal line.

Timothy J. Britton

			<p>FILED <i>no cc</i> <i>0/10:35 AM</i> MAR 11 2004 <i>ES</i></p> <p>William A. Shaw Prothonotary/Clerk of Courts</p>	<p>PETER F. SMITH ATTORNEY 30 SOUTH SECOND STREET P.O. BOX 130 CLEARFIELD, PA. 16830</p>
--	--	--	---	---

PHOTOCOPIED BY: JAMES W. HARRIS, JR., CLEARFIELD, PA.

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants


No. 2004- 25-CD

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff, certify that I sent a true and correct copy of
PLAINTIFF'S ANSWER TO DEFENDANT'S NEW MATTER AND COUNTERCLAIM to
the Attorney for Defendants by U.S. First Class Mail, Postage Prepaid on March 10, 2004 at the
following address:

Troy J. Harper, Esquire
Dennison, Dennison & Harper
293 Main Street
Brookville, PA 15825

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: March 10, 2004

FILED

MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BRITTON, TIMOTHY J. d/b/a TIM BRITTON CONSTRUCTION SERVICES

Sheriff Docket #

15020

VS.

04-25-CD

SALINE, GEORGE A. & RANDY J. MITCHELL t/d/b/a

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 9, 2004 AT 10:25 AM SERVED THE WITHIN COMPLAINT ON KIMBERLY S. ELTRINGHAM, DEFENDANT AT EMPLOYMENT, 533 EAST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY ELTRINGHAM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

NOW JANUARY 9, 2004 AT 10:25 PM SERVED THE WITHIN COMPLAINT ON GEORGE A. SALINE t/d/b/a RAK COMPUTER ASSOCIATES, DEFENDANT AT EMPLOYMENT, 533 EAST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GEORGE SALINE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW JANUARY 9, 2004 AT 10:25 AM SERVED THE WITHIN COMPLAINT ON RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES, DEFENDANT AT EMPLOYMENT, 533 EAST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDY MITCHELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

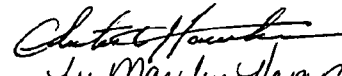
Cost	Description
44.05	SHERIFF HAWKINS PAID BY: PLFF. CK# 14359
30.00	SURCHARGE PAID BY: PLFF.

Sworn to Before Me This

11 Day Of March 2004


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

So Answers,


by Marilyn Hawkins
Chester A. Hawkins
Sheriff

FILED
0/3:10/1/2004
MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

CIVIL ACTION - LAW

Number 2004 - 25 C.D.

Type of Case: Civil Division

Type of Pleading: Certificate of Service

Filed on behalf of: Defendants

Counsel of Record for this Party:

Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

JUN 04 2004
m/2:00/c *KS*
William A. Shaw
Prothonotary
no c/c

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
*
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*
*
*
*
* Number 2004 - 25 C.D.

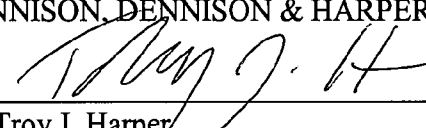
CERTIFICATE OF SERVICE

I certify that an original and two certified true and correct copies of the First Set of Interrogatories Directed to Plaintiff and an original and two certified true and correct copies of the First Set Request for Production of Documents Directed to Plaintiff were served on the 3rd of June, 2004, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Peter F. Smith, Esq.
30 South Second Street
PO Box 130
Clearfield, PA 16830

DENNISON, DENNISON & HARPER

By


Troy J. Harper
Attorneys for Defendants

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants

No. 2004-25-CD

FILED

01/12:3004
JUL 28 2004

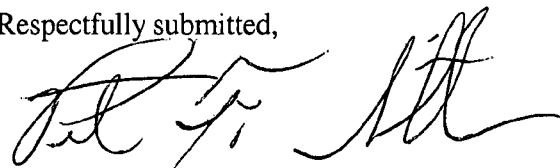
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff, certify that I sent **PLAINTIFF'S ANSWERS TO DEFENDANTS' FIRST SET OF INTERROGATORIES and DEFENDANTS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS** to the Attorney for Defendants by U.S. First Class Mail, Postage Prepaid on July 27, 2004 at the following address:

Troy J. Harper, Esquire
Dennison, Dennison & Harper
293 Main Street
Brookville, PA 15825

Respectfully submitted,



Date: July 27, 2004

Peter F. Smith
Attorney for Plaintiff

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants

No. 2004-25-CD

FILED

01/10:12/04
AUG 25 2004

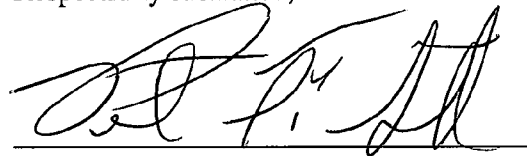
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent **INTERROGATORIES** and **REQUEST FOR PRODUCTION OF DOCUMENTS** directed to Defendants George A. Saline and Randy J. Mitchell t/d/b/a RAK Computer Associates and Kimberly S. Eltringham by U.S. First Class Mail to the attorney for the Defendants at the following address:

Troy J. Harper, Esquire
Dennison, Dennison & Harper
293 Main Street
Brookville, PA 15825

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: August 24, 2004

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

CIVIL ACTION - LAW

Number 2004 - 25 C.D.

Type of Case: Civil Division

Type of Pleading: Certificate of Service

Filed on behalf of: Defendants

Counsel of Record for this Party:

Troy J. Harper

Supreme Court Number: 74753

DENNISON, DENNISON & HARPER

293 Main Street

Brookville, Pennsylvania 15825

(814) 849-8316

FILED 64
NO
m/11:4004 CC
JAN 27 2005

William A. Shaw
Prothonotary/Clerk of Courts

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff,

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania
*
* Civil Action - Law
*
*
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*
*
*
*
* Number 2004 - 25 C.D.

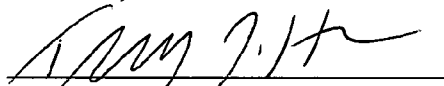
CERTIFICATE OF SERVICE

I certify that an original and one true and correct copy of the Responses and Objections to Request for Production of Documents Directed to Defendants and an original and one true and correct copy of the Answers and Objections to Interrogatories Directed to Defendants were served on the 25th day of January, 2005, by United States Mail, First Class, Postage Prepaid, addressed to the following:

Peter F. Smith, Esq.
30 South Second Street
PO Box 130
Clearfield, PA 16830

DENNISON, DENNISON & HARPER

By


Troy J. Harper

Attorneys for Defendants

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

TIMOTHY J. BRITTON d/b/a
TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs.

GEORGE A. SALINE and RANDY J.
MITCHELL t/d/b/a RAK COMPUTER
ASSOCIATES, and KIMBERLY S.
ELTRINGHAM,

Defendants

No. 2004-25-CD

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William A. Shaw
Prothonotary/Clerk of Courts
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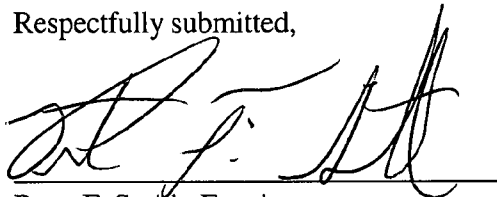
PRAECIPE

TO: William A. Shaw, Clearfield County Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter I appear and request that the case entered against GEORGE A. SALINE and RANDY J. MITCHELL t/d/b/a RAK COMPUTER ASSOCIATES and KIMBERLY S. ELTRINGHAM, be marked "**SETTLED, DISCONTINUED** and **TERMINATED**" with prejudice.


Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff
Supreme Court ID # 34291
P. O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: September 9, 2005

cc: Timothy J. Britton
Troy J. Harper, Esquire

 **COPY**

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

CIVIL DIVISION

**Tim Britton Construction
Tim Britton Construction**

Vs.

No. 2004-00025-CD

**George A. Saline
Randy J. Mitchell
RAK Computer Associates
Kimberly S. Eltringham**

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 September 9, 2005, marked:

Settled, Discontinued and Terminated with Prejudice

Record costs in the sum of \$85.00 have been paid in full by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of September A.D. 2005.

William A. Shaw, Prothonotary