

04-1235-CD
DEBRA RINE VS. T-N-T CARPORTS, INC

Debra Rine vs TNT Carports
2004-1235-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 04-1235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

PRAECIPE FOR WRIT OF SUMMONS

To: The Prothonotary of Clearfield County

Please issue a Writ of Summons against the defendant T-N-T Carports, Inc. in the above-referenced matter.

Respectfully submitted,


Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

Attorneys for Plaintiff
Debra Rine

838231

EGK
FILED Atty pd.85.00
m/12/07 BH 1CC & 1writ
AUG 12 2004 to Atty

William A. Shaw
Prothonotary/Clerk of Courts

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

Copy

SUMMONS

Debra Rine

Vs.

NO.: 2004-01235-CD

T-N-T Carports, Inc.

TO: **T-N-T CARPORTS, INC.**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/12/2004

William A. Shaw
Prothonotary

Issuing Attorney:
Matthew W. Fuchs
100 State Street, Suite 700
Erie, PA 16507-1459
(814) 870-7612

DEBRA RINE,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY, PENNSYLVANIA
)
v.)
) CIVIL ACTION - LAW
T-N-T CARPORTS, INC.)
Defendants) NO. 2004-01235-CD

AFFIDAVIT OF SERVICE

Before me, a Notary Public, personally appeared Matthew W. Fuchs, who being duly sworn according to the law, deposes and states that:

1. On August 20, 2004 I served T-N-T Carports, Inc. with the foregoing Writ of Summons, by prepaid Certified Mail, Return Receipt Requested, addressed as follows:

Q T-N-T Carports, Inc.
2344 Turkey Ford Road
Mt. Airy, NC 27030

2. Copies of the sender's receipt and signed return receipt (Certified Mail Receipt No. 71603901984260545796) are attached hereto as Exhibit A.

3. Copy of the Writ of Summons is attached hereto as Exhibit B.

4. This Affidavit constitutes proof of service.

FILED
m/125/04
SEP 03 2004
cc

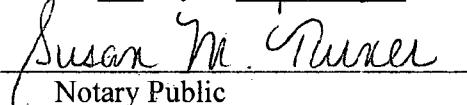
William A. Shaw
Prothonotary/Clerk of Courts

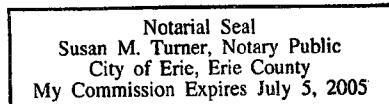
Respectfully submitted,


Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

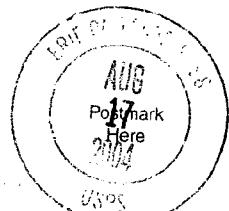
Attorneys for Plaintiff
Debra Rine

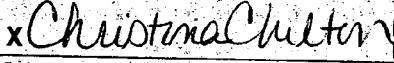
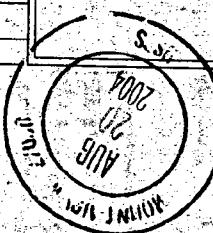
Sworn to and subscribed before
me this 15th day of September, 2004


Susan M. Turner
Notary Public



7160 3901 9842 6054 5796

| | | | |
|---|--|---|---|
| US Postal Service Certified Mail Receipt <i>Domestic Mail Only</i> <i>No Insurance</i> <i>Coverage Provided</i> | | Postage \$.37 Certified Fee 2.30 Return Receipt Fee (Endorsement Required) 1.75 Restricted Delivery Fee (Endorsement Required) — Total Postage & Fees \$ 4.42 |  |
| Sent To: | | | |
| <p style="text-align: center;">T-N-T- Carports, Inc. 2344 Turkey Ford Road Mt. Airy, NC 27030</p> | | | |
| PS Form 3800, January 2003 | | US Postal Service | Certified Mail Receipt |
| SMT 06000 5421C | | | 2 |

| | | | |
|---|--|---|---------------------|
| 2. Article Number | | COMPLETE THIS SECTION ON DELIVERY | |
|  | | A. Received by (Please Print Clearly) | B. Date of Delivery |
| 7160 3901 9842 6054 5796 | | C. Signature | |
| 3. Service Type CERTIFIED MAIL | |  | |
| 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | | D. Is delivery address different from item 1? If YES, enter delivery address below: | |
| 1. Article Addressed to: | | <input type="checkbox"/> Agent <input type="checkbox"/> Addressee  13 28 2004 | |
| PS Form 3811, January 2003 | | Domestic Return Receipt | |

EXHIBIT

tabbles'

A

AUG 1 2004

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

SUMMONS

Debra Rine

Vs.

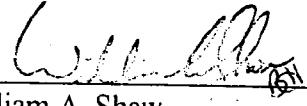
NO.: 2004-01235-CD

T-N-T Carports, Inc.

TO: **T-N-T CARPORTS, INC.**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/12/2004



William A. Shaw

Prothonotary

Issuing Attorney:
Matthew W. Fuchs
100 State Street, Suite 700
Erie, PA 16507-1459
(814) 870-7612

EXHIBIT

tabbed

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, 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 THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY, AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT, OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA
(814)-765-2641 ext. 50-51

FILED *Shaw*

SEP 24 2004
12:10 PM
William A. Shaw
Prothonotary/Clerk of Courts

No 4/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

| | | |
|-----------------------------------|---|--------------------|
| DEBRA RINE, Plaintiff |) | CIVIL ACTION - LAW |
| |) | |
| |) | |
| v. |) | NO. 2004-01235-CD |
| |) | |
| T-N-T CARPORTS, INC. Defendant |) | |
| |) | |

COMPLAINT

Plaintiff Debra Rine, by her attorneys, MacDonald, Illig, Jones & Britton LLP, files this Complaint against defendant T-N-T Carports, Inc., stating as follows:

1. Plaintiff Debra Rine is an adult individual residing at 169H Laural Run Road, Pennfield, Pennsylvania 15849.
2. Defendant T-N-T Carports, Inc. (hereinafter "TNT") is believed to be a corporation organized and existing under the laws of the State of North Carolina, and is qualified to do business in Pennsylvania, with its principle place of business at 2344 Turkey Ford Road, Mount Airy, North Carolina 27030.
3. At all times relevant to this dispute, defendant TNT was engaged in the business of designing, manufacturing, assembling, installing, distributing, selling and/or supplying metal carports. These carports were sold and marketed to the general public in Clearfield County and other counties across northwest and central Pennsylvania.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

| | | |
|----------------------|---|--------------------|
| DEBRA RINE, |) | CIVIL ACTION - LAW |
| Plaintiff |) | |
| |) | |
| |) | |
| v. |) | NO. 2004-01235-CD |
| |) | |
| T-N-T CARPORTS, INC. |) | |
| Defendant |) | |

COMPLAINT

Plaintiff Debra Rine, by her attorneys, MacDonald, Illig, Jones & Britton LLP, files this Complaint against defendant T-N-T Carports, Inc., stating as follows:

1. Plaintiff Debra Rine is an adult individual residing at 169H Laural Run Road, Pennfield, Pennsylvania 15849.
2. Defendant T-N-T Carports, Inc. (hereinafter "TNT") is believed to be a corporation organized and existing under the laws of the State of North Carolina, and is qualified to do business in Pennsylvania, with its principle place of business at 2344 Turkey Ford Road, Mount Airy, North Carolina 27030.
3. At all times relevant to this dispute, defendant TNT was engaged in the business of designing, manufacturing, assembling, installing, distributing, selling and/or supplying metal carports. These carports were sold and marketed to the general public in Clearfield County and other counties across northwest and central Pennsylvania.

4. Three (3) years ago, approximately February 2001, plaintiff Rine purchased a carport manufactured by defendant TNT, whose employees and/or agents also installed the carport.

5. Plaintiff Rine based her decision to purchase the carport on representations by defendant TNT and its agents that the product was fit for use in central Pennsylvania. Specifically, she relied on literature from defendant TNT which indicated that the carport could withstand heavy loads.

6. On February 6, 2004, after a moderate snowfall, the carport collapsed.

7. The collapse occurred when the two (2) metal screws connecting the carport's collar tie and main bent sheared through the collar tie, causing the main bent to buckle under the weight of the newly accumulated snow. The screws were positioned only 1/4" from the connection of the collar tie and main bent. This distance was insufficient to prevent the screws from shearing through the collar tie.

8. The roof of the carport was comprised of ribbed metal sheets that ran the length of the structure and prohibited the accumulated snow from sliding off onto the ground.

9. At the time of the collapse, the snow load on the roof of the carport was approximately 15 psf (pounds per square foot). Roof structures in the region are required to support a minimum snow load of 21 psf. *See* Section 1608.5 of the Building Officials and Code Administrators Basic/National Property Maintenance Code ("the BOCA Code").

10. Defendant TNT either knew or should have known that the carport could not support normally expected snow loads for the region.

COUNT I - BREACH OF WARRANTY

11. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 10 as if fully set forth herein.

12. Defendant TNT expressly and/or impliedly warranted that the carport was merchantable and fit for a particular purpose.

13. Defendant TNT breached said warranties by selling, distributing and/or supplying the carport in a defective condition as described in Paragraphs 7 through 10 above.

14. As a direct and proximate result of defendant TNT's breach, plaintiff Rine has sustained damages in the amount of \$3,111.60, representing the cost to replace the carport plus consequential damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$3,111.60 plus interest and costs of suit.

COUNT II - VIOLATIONS OF PENNSYLVANIA'S UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

15. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 14 as if fully set forth herein.

16. Defendant TNT, as a result of the conduct described above, has committed violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"). 73 P.S. §§ 201-1-209-6. Specifically, defendant TNT has violated the following subsections of 73 P.S. § 201-2(4):

(v) Representing that goods or services have . . . characteristics, ingredients, uses, benefits or quantities that they do not have . . .;

....

(vii) Representing that goods or services are of a particular standard, quality or grade or that goods are of a particular style or model, if they are of another;

....

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

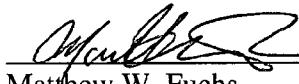
17. 73 P.S. § 201-9.2 authorizes this Court to award up to three times plaintiff's actual damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$6,924.00 plus interest and costs of suit.

A JURY TRIAL IS DEMANDED AS TO ALL ISSUES

Respectfully submitted,

| |
|---|
| CERTIFICATE OF SERVICE |
| I hereby certify that a copy of this document was served upon all other parties appearing of record by First-Class United States Mail sent on <u>9/22</u> , 2004. |
|  |


Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

Attorneys for Plaintiff
Debra Rine

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

VERIFICATION

I, Debra Rine, hereby depose and state that I am the plaintiff herein and that the averments set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: 8/13/04


Debra Rine

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED
m 11:31 AM
OCT 28 2004
cc

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,)
vs.)
T-N-T CARPORTS, INC.)
Plaintiff,)
Defendant.)
NO. 2004-01235-CD

PRAECIPE FOR APPEARANCE

TO: William Shaw, Prothonotary,

Please enter the Appearance of Robert W. Deer, Esquire, Jennifer M. Swistak, Esquire and the firm of Deer & Associates on behalf of the defendant, T-N-T Carports, Inc., in the above captioned matter.

JURY TRIAL DEMANDED

Respectfully submitted,

DEER & ASSOCIATES

Robert W. Deer
Robert W. Deer, Esquire
Attorney for T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praeclipe for Appearance has been served on counsel for or the party indicated:

(check all that apply)

Plaintiff/Counsel Defendant/Counsel Original Defendant

Additional Defendant Other (specify) _____

on the 26th day of October, 2004, by the following means:

(Check all that apply): First Class Mail/Postage Prepaid.

- Certified Mail, Return Receipt Requested.
 - Hand Delivery.
 - Facsimile transmission (fax number _____).
 - e-mail to: _____ (e-mail address).

at the following address(es):

Matthew W. Fuchs, Esquire
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1498

Respectfully submitted,

DEER & ASSOCIATES

Robert W. Deer, Esquire
Attorney for T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
)
v.) NO. 2004-01235-CD
)
)
T-N-T CARPORTS, INC.)
Defendant)

NOTICE

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA
(814)-765-2641 ext. 50-51

664 **FILED** NO. 664
NOV 29 2004
M 1:23 PM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

FIRST AMENDED COMPLAINT

Plaintiff Debra Rine, by her attorneys, MacDonald, Illig, Jones & Britton LLP, files this First Amended Complaint against defendant T-N-T Carports, Inc., stating as follows:

1. Plaintiff Debra Rine is an adult individual residing at 169H Laurel Run Road, Pennfield, Pennsylvania 15849.
2. Defendant T-N-T Carports, Inc. (hereinafter "TNT") is believed to be a corporation organized and existing under the laws of the State of North Carolina, and is qualified to do business in Pennsylvania, with its principle place of business at 2344 Turkey Ford Road, Mount Airy, North Carolina 27030.
3. At all times relevant to this dispute, defendant TNT was engaged in the business of designing, manufacturing, assembling, installing, distributing, selling and/or supplying metal carports. These carports were sold and marketed to the general public in Clearfield County and other counties across northwest and central Pennsylvania.
4. Three (3) years ago, approximately February 2001, plaintiff Rine purchased a carport manufactured by defendant TNT, whose employees and/or agents also installed the carport. Plaintiff, at this time, is unable to locate a copy of the Purchase Agreement relating to

the sale of the carport. Plaintiff agrees to produce a copy of the Purchase Agreement if and when it is discovered.

5. Plaintiff Rine based her decision to purchase the carport on express and/or implied representations by defendant TNT that the product was merchantable and fit for use in central Pennsylvania (hereinafter "the region").

6. Specifically, plaintiff relied on the fact that defendant TNT, an experienced designer and manufacturer of carports, marketed and sold the product in the region, which is accustomed to heavy snowfall.

7. Plaintiff further relied on a brochure published by or at the request of defendant TNT, which depicted eleven (11) adult men standing on the roof of a TNT carport, demonstrating the product's ability to withstand heavy loads. A true and correct copy of the brochure is attached hereto as Exhibit A.

8. Based on these express and/or implied representations by defendants, plaintiff Rine reasonably expected that the carport could withstand normally expected weather conditions for the region.

9. On February 6, 2004, after a moderate snowfall, the carport collapsed.

10. The collapse occurred when the two (2) metal screws connecting the carport's collar tie and main bent sheared through the collar tie, causing the main bent to buckle under the weight of the newly accumulated snow. The screws were positioned only 1/4" from the connection of the collar tie and main bent. This distance was insufficient to prevent the screws from shearing through the collar tie.

11. The roof of the carport was comprised of ribbed metal sheets that ran the length of the structure and prohibited the accumulated snow from sliding off onto the ground.

12. At the time of the collapse, the snow load on the roof of the carport was approximately 15 psf (pounds per square foot). Roof structures in the region are required to support a minimum snow load of 21 psf. *See* Section 1608.5 of the Building Officials and Code Administrators Basic/National Property Maintenance Code (" the BOCA Code").

13. Defendant TNT either knew or should have known that the carport could not support normally expected snow loads for the region.

COUNT I - BREACH OF WARRANTY

14. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 13 as if fully set forth herein.

15. As described in Paragraphs 5 through 7 above, defendant TNT expressly and/or impliedly warranted that the carport was merchantable and fit for a particular purpose--use in central Pennsylvania.

16. Defendant TNT breached said warranties by selling, distributing and/or supplying the carport in a defective condition as described in Paragraphs 10 through 13 above.

17. As a direct and proximate result of defendant TNT's breach, plaintiff Rine has sustained damages in the amount of \$3,111.60, representing the cost to replace the carport plus consequential damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$3,111.60 plus interest and costs of suit.

COUNT II - VIOLATIONS OF PENNSYLVANIA'S UNFAIR
TRADE PRACTICES AND CONSUMER PROTECTION LAW

18. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 17 as if fully set forth herein.

19. Defendant TNT purposely failed to disclose to plaintiff Rine that the carport could collapse if exposed to normally expected snow loads for the region.

20. This potential for collapse constitutes a dangerous and latent condition which defendant TNT had a duty to disclose.

21. The purpose of defendant TNT's nondisclosure of the condition was to induce plaintiff Rine to purchase the carport.

22. Because of defendant TNT's nondisclosure of the condition, plaintiff Rine, in purchasing the carport, reasonably expected that it was structurally sound and could withstand normally expected weather conditions for the region.

23. Defendant TNT, as a result of the conduct described above, has committed violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"). 73 P.S. §§ 201-1-209-6. Specifically, defendant TNT has violated the following subsections of 73 P.S. § 201-2(4):

(v) Representing that goods or services have . . . characteristics, ingredients, uses, benefits or quantities that they do not have . . .;

....

(vii) Representing that goods or services are of a particular standard, quality or grade or that goods are of a particular style or model, if they are of another;

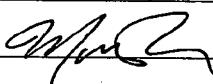
....

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

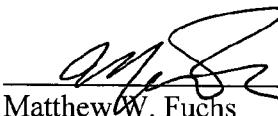
17. 73 P.S. § 201-9.2 authorizes this Court to award up to three times plaintiff's actual damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$6,924.00 plus interest and costs of suit.

A JURY TRIAL IS DEMANDED AS TO ALL ISSUES

| |
|--|
| CERTIFICATE OF SERVICE |
| I hereby certify that a copy of this document was served upon all other parties appearing of record by First-Class United States Mail sent on <u>11/24</u> , 2004. |
|  |

Respectfully submitted,



Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

Attorneys for Plaintiff
Debra Rine

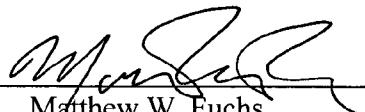
IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
v.)
T-N-T CARPORTS, INC.) NO. 2004-01235-CD
Defendant)

ATTORNEY VERIFICATION

Matthew W. Fuchs, Esquire, the undersigned, states that he is the attorney for Debra Rine, herein and that he is authorized to make this Verification on behalf of Debra Rine, that the facts set forth in the foregoing First Amended Complaint are true and correct, not of his own knowledge, but from information supplied to him, that the purpose of this Verification is to expedite the litigation, and that a Verification of Debra Rine will be supplied if demanded, all subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: 11/24/04



Matthew W. Fuchs

Ten-T Carports & Buildings

Competitive Prices

Quality Construction

On Your Level Land

2 1/4" 12 Gauge Legs

Corner Braces

Center Braces

Trim For Finish

13 Custom Colors

Custom Sizes

Certified Carports Available
Anchors For Ground

12 & 14 Gauge Metal

Mobile Home Doors

Windows

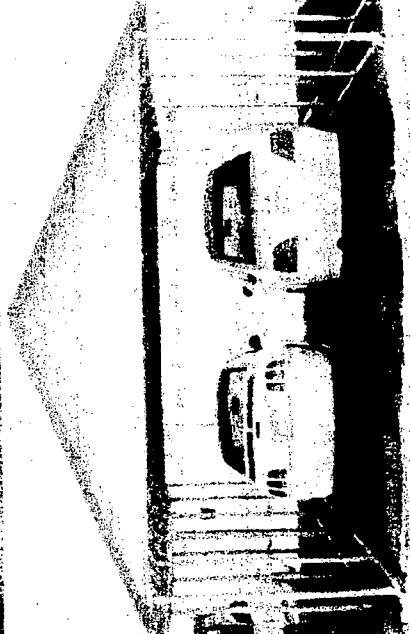
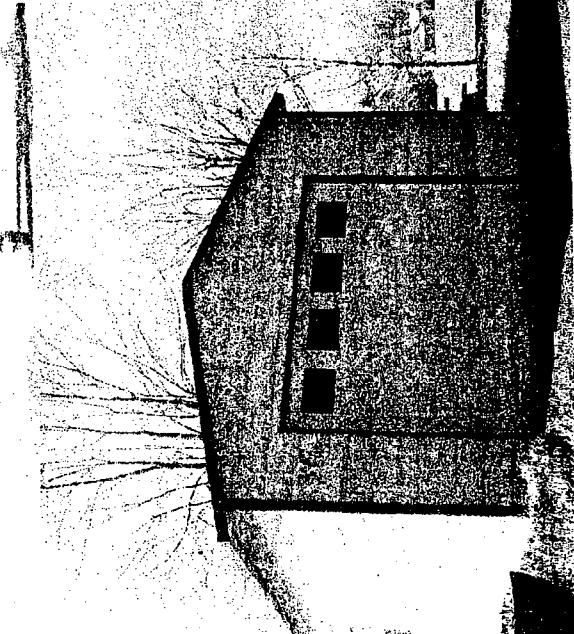
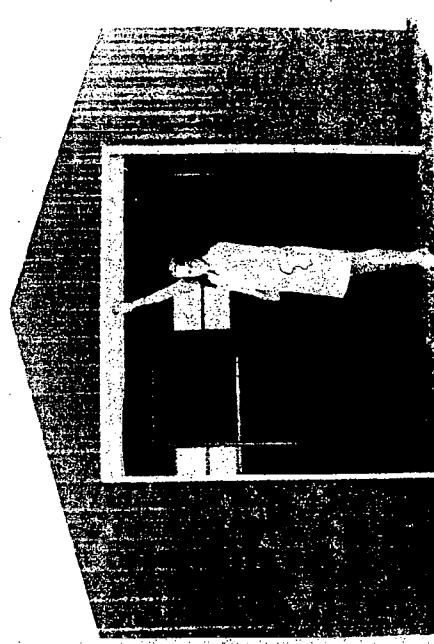
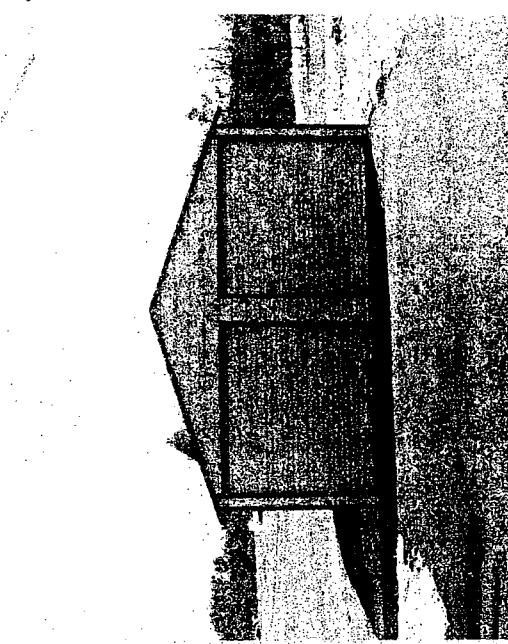
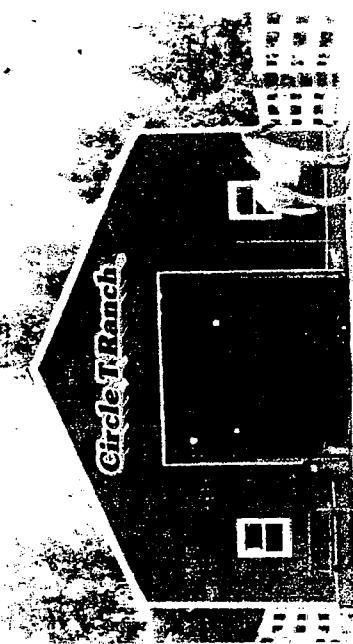
Garage Doors 5 Sizes

A-Roof

Carport Roof

Visa/Mastercard accepted

More designs not shown



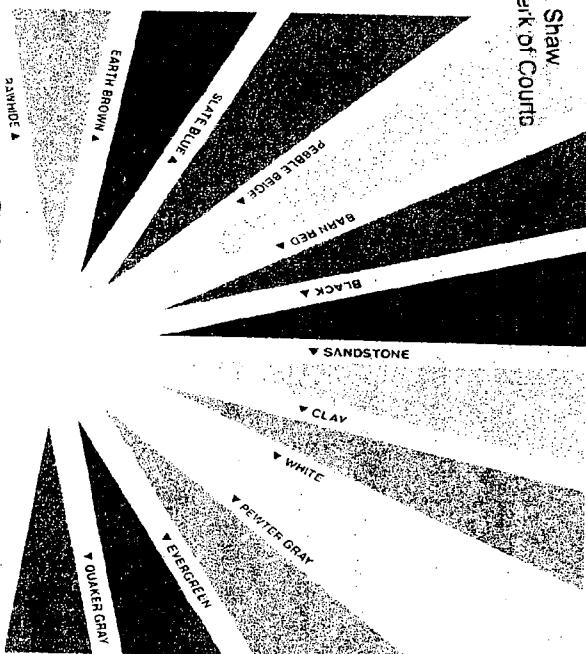
Ten-T Carports & Buildings



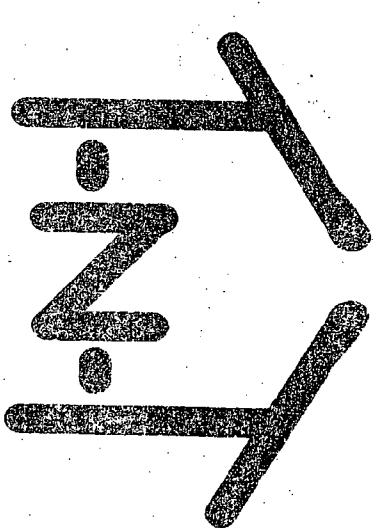
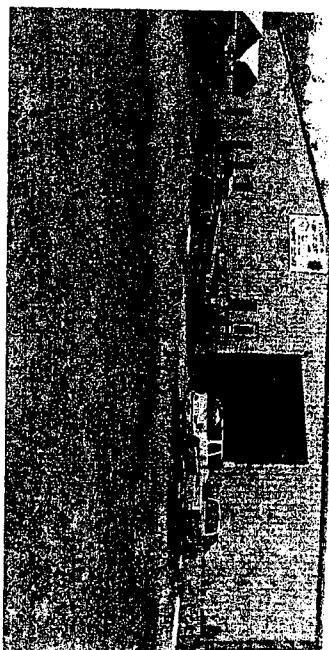
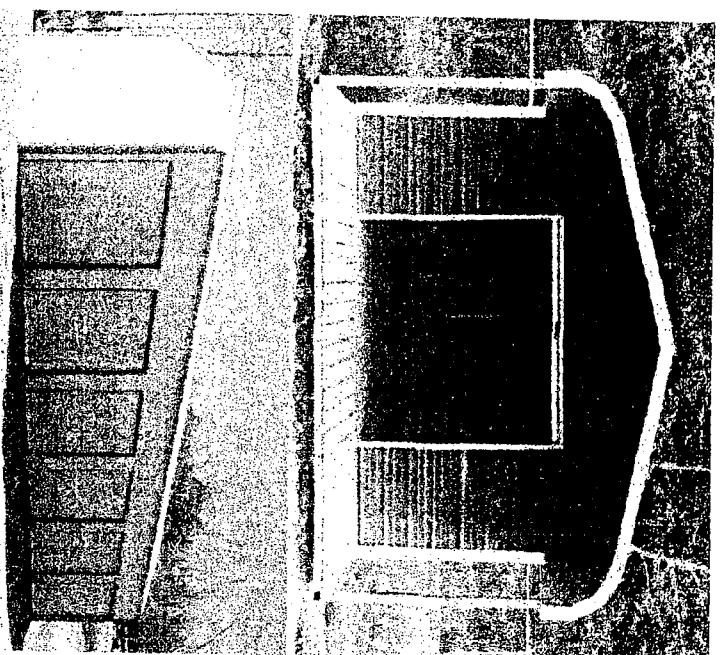
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William A. Shaw
Prothonotary/Clerk of Courts



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Ten-T
Carports
&
Buildings

1050 Worth St
Mt. Airy NC 27030

1-800-597-3597
1-336-789-3818

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
)
 Plaintiff,) No. 2004-01235-CD
)
 vs.)
)
 T-N-T CARPORTS, INC.)
)
 Defendant.)

CERTIFICATE OF SERVICE

I, Jennifer M. Swistak, Esquire, hereby certify that the original and one copy of the DEFENDANT'S FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS was served upon the Plaintiff's counsel of record by U.S. Mail, postage prepaid, on the 24th day of November, 2004, at the following address:

Matthew W. Fuchs, Esquire
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1498

Respectfully submitted,

DEER & ASSOCIATES



Jennifer M. Swistak, Esquire
Attorney for Defendant,
T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) NO. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.,)
Defendant) PRELIMINARY OBJECTIONS TO
) PLAINTIFF'S COMPLAINT
)
) Filed on behalf of Defendant:
) T-N-T Carports, Inc.
)
) Counsel of Record for Defendant:
)
) Robert W. Deer, Esquire
) PA I. D. No. 35174
)
) Jennifer M. Swistak, Esquire
) PA I.D. No. 75959
)
) DEER & ASSOCIATES
) Firm No. 103
) 101 Smithfield Street
) Pittsburgh, PA 15222
) (412) 261-5771
) FAX (412) 232-0898
)
)
) Counsel of Record for Plaintiff:
)
) Matthew W. Fuchs, Esquire
) MacDonald, Illig, Jones & Britton,
) LLP
) 100 State Street, Suite 700
) Erie, PA 16507-1498
) (814) 870-7600
)
)
) JURY TRIAL DEMANDED

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NOV 12 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|----------------------|---|--------------------|
| DEBRA RINE, |) | CIVIL ACTION - LAW |
| |) | |
| Plaintiff, |) | No. 2004-01235-CD |
| |) | |
| vs. |) | |
| |) | |
| T-N-T CARPORTS, INC. |) | |
| |) | |
| Defendant. |) | |

**PRELIMINARY OBJECTIONS TO
COMPLAINT IN CIVIL ACTION**

AND NOW, comes the Defendant, T-N-T Carports, Inc., by and through its attorneys, DEER & ASSOCIATES, Robert W. Deer, Esquire and Jennifer M. Swistak, Esquire, and files the within PRELIMINARY OBJECTIONS TO COMPLAINT IN CIVIL ACTION, averring as follows:

1. This action arises from an incident that is alleged to have occurred on February 6, 2004 involving a carport owned by the Plaintiff and manufactured by the Defendant.
2. The Plaintiff initiated this action by Writ of Summons issued on August 12, 2004.
3. The Plaintiff subsequently filed a Complaint in Civil Action on September 24, 2004.

A true and correct copy of the Plaintiff's Complaint is attached hereto as Exhibit A.

4. The Complaint alleges that the Defendant sold a defective product and therefore breached express and/or implied warranties, and violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTP/CPL"). (Complaint, ¶ 13, 16).

5. The Complaint alleges that after a moderate snowfall, the Plaintiff's carport collapsed when two metal screws connecting the carport's collar tie and main bent sheared through the collar tie, causing the main bent to buckle. (Complaint, ¶ 6-7).

6. The Complaint further alleges that the carport roof was comprised of ribbed metal sheets that ran the length of the structure and prohibited accumulated snow from sliding off onto the ground. (Complaint, ¶ 8).

7. The Plaintiff seeks damages for the cost of replacing the carport, plus consequential damages. (Complaint, ¶ 14).

COUNT I

**MOTION TO STRIKE FOR
LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)**

8. The Defendant hereby incorporates Paragraphs 1 through 7 of the within pleading as if same were more fully set forth herein at length.

9. Preliminary objections may be filed to any pleading raising the issue of legal insufficiency of a pleading (demurrer). Pa.R.C.P. 1028(a)(4).

10. Count I of the Plaintiff's Complaint presents a cause of action for breach of an expressly and/or implied warranty for merchantability and fitness for a particular use. (Complaint, ¶ 12).

11. A complaint for breach of warranty should disclose the nature of the warranty, set forth its terms, state when, by whom and by what authority it was made, whether the warranty was written or oral, its breach and the damages resulting therefrom, in a clear and explicit manner, with terms that are neither vague or evasive. 32 Pennsylvania Law Encyclopedia, Sales, § 294.

12. The Plaintiff pleads that the Defendant and its agents represented that the carport was fit for use in Central Pennsylvania and literature indicated that the carport could withstand heavy loads. (Complaint, ¶ 5). No further factual allegations were pled as to the nature and extent of any warranties made by the Defendant.

13. An express warranty by a seller is created by:

- (1) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.

- (2) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.
- (3) Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.

13 Pa.C.S.A. § 2313.

14. Unless excluded or modified, a warranty that goods shall be merchantable is implied in a contract for the sale of such goods if the seller is a merchant with respect to goods of that kind. 13 Pa.C.S.A. § 2314(a).

15. Goods are merchantable if the goods:

- (1) pass without objection in the trade under the contract description;
- (2) in the case of fungible goods, are of fair average quality within the description;
- (3) are fit for the ordinary purposes for which such goods are used;
- (4) run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved;
- (5) are adequately contained, packaged, and labeled as the agreement may require; and,
- (6) conform to the promises or affirmations of fact made on the container or label, if any.

13 Pa.C.S.A. § 2314(b).

16. Unless excluded or modified, an implied warranty that the goods shall be fit for a particular purpose is created when the seller, at the time of contracting, has reason to know (1) any particular purpose for which the goods are required; and, (2) that the buyer is relying on the skill or judgment of the seller to select or furnish suitable goods. 13 Pa.C.S.A. § 2315.

17. The Plaintiff's Complaint fails to plead the essential elements for a cause of action for breach of express warranty, breach of implied warranty of merchantability and/or implied warranty of fitness for a particular purpose.

WHEREFORE, the Defendant, T-N-T Carports, Inc., respectfully requests that this Honorable Court dismiss Count I of the Plaintiff's Complaint for legal insufficiency in pleading a cause of action for breach of warranty.

COUNT II

**MOTION TO STRIKE FOR
LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)**

18. The Defendant hereby incorporates Paragraphs 1 through 17 of the within pleading as if same were more fully set forth herein at length.

19. Count II of the Plaintiff's Complaint alleges that the Defendant violated the Pennsylvania UTP/CPL, as set forth at 73 P.S. §§ 201-1 - 209-6. (Complaint, ¶ 16).

20. While the Plaintiff's Complaint alleges violations of the UTP/CPL by representations that the goods had characteristics, ingredients, uses, benefits or quantities that they did not have; by representations that the goods were of a particular standard, quality or grade, or that the goods were of a particular style or model, when they were of another; and that the Defendant engaged in other fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding, in violation of 73 P.S. § 201-2(4)(v), (vii) & (xxi), the Complaint is devoid of factual allegations to form the basis of this cause of action.

21. To the extent that the Plaintiff's UTP/CPL claims are based on fraud, the Plaintiff is required to plead the following elements of fraud with particularity:

- (1) a misrepresentation;
- (2) a fraudulent utterance thereof;
- (3) an intention by the maker to induce the recipient thereby;
- (4) justifiable reliance by the recipient on the misrepresentation; and,
- (5) damage to the recipient as a proximate result of the misrepresentation.

Bash v. Bell Telephone Co. of Pa., 411 Pa. Super. 347, 358-359, 601 A.2d 825, 831 (1992).

22. Rather than pleading factual allegations for fraud, the Plaintiff relies solely upon her allegation that the product was defective, which is insufficient for a fraud claim.

23. To the extent that the Plaintiff's UTP/CPL claims are based on breach of warranty, the Plaintiff fails to plead the elements for a cause of action for breach of warranty, as set forth above.

WHEREFORE, the Defendant, T-N-T Carports, Inc., respectfully requests that this Honorable Court dismiss Count II of the Plaintiff's Complaint for legal insufficiency in pleading a cause of action for violation of the Pennsylvania UTP/CPL.

COUNT III

MOTION TO STRIKE FOR FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT

24. The Defendant hereby incorporates Paragraphs 1 through 23 of the within pleading as if same were more fully set forth herein at length.

25. Preliminary objections may be filed to any pleading raising the issue of the failure of the pleading to conform to law or rule of court. Pa.R.C.P. 1028(a)(2).

26. Rule 1019(i) of the Pennsylvania Rules of Civil Procedure requires that a pleading state specifically whether a claim or defense is based upon a writing, and if so, the pleader must attach a copy of the writing, or the material part of the writing, to the pleading. If the writing or a copy is not accessible to the pleader, the pleader must state the same along with the reason the writing is not accessible. In that instance, the pleader must set forth in the pleading the substance of the writing.

27. The basis for the Plaintiff's cause of action for breach of warranty, as well as her cause of action for violation of the Pennsylvania UTP/CPL, is the sale of the carport to the Plaintiff, however, the Plaintiff fails to attach a copy of the sales contract to her Complaint.

28. Additionally, Paragraph 5 of the Plaintiff's Complaint refers to literature which the Plaintiff alleges to have relied upon in making her decision to purchase the carport, but again, the Plaintiff fails to attach this literature to the Compliant.

29. The sales contract for the carport and the literature which the Plaintiff claims to have relied upon in making her decision to purchase the carport are material writings forming the basis for Counts I and II of the Plaintiff's Complaint.

WHEREFORE, the Defendant, T-N-T Carports, Inc., respectfully requests that this Honorable Court dismiss Counts I and II of the Plaintiff's Complaint for the failure of the pleading to conform to Pa.R.C.P. 1019(i).

COUNT IV

MOTION FOR MORE SPECIFIC PLEADING

30. The Defendant hereby incorporates Paragraphs 1 through 29 of the within pleading as if same were more fully set forth herein at length.

31. Preliminary objections may be filed to any pleading raising the issue of insufficient specificity in a pleading. Pa.R.C.P. 1028(a)(3).

32. In the event that Count I of the Plaintiff's Complaint is not dismissed on the basis of legal insufficiency or the Plaintiff's failure to attach copies of material writings to the Complaint, then the Defendant seeks a more specific pleading with respect to the cause of action for breach of warranty set forth in Count I.

33. The Plaintiff's Complaint fails to state with sufficient specificity the elements for a cause of action for breach of express warranty, breach of implied warranty of merchantability, and/or breach of implied warranty of fitness.

WHEREFORE, the Defendant, T-N-T Carports, Inc., respectfully requests that this Honorable Court grant the Defendant's request for a more specific pleading with respect to Count

I of the Plaintiff's Complaint, and direct the Plaintiff to file a more specific pleading within twenty (20) days.

COUNT V

MOTION FOR MORE SPECIFIC PLEADING

34. The Defendant hereby incorporates Paragraphs 1 through 33 of the within pleading as if same were more fully set forth herein at length.

35. In the event that Count II of the Plaintiff's Complaint is not dismissed on the basis of legal insufficiency or the Plaintiff's failure to attach copies of material writings to the Complaint, then the Defendant seeks a more specific pleading with respect to the cause of action for violation of the Pennsylvania UTP/CPL set forth in Count II.

35. The Plaintiff also fails to plead with specificity any factual allegations which give rise to violations of the Pennsylvania UTP/CPL, as alleged in Count II of the Plaintiff's Complaint.

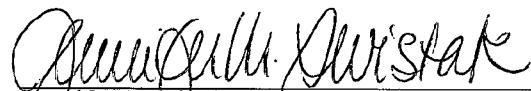
36. While the Plaintiff's Complaint cites three subsections of the UTP/CPL that the Defendant allegedly violated, those being 73 P.S. § 201-2(4)(v), (vii) & (xxi), the Plaintiff has failed to state any factual allegations to support these violations.

37. To the extent that the Plaintiff's cause of action under the UTP/CPL relies on fraud or misrepresentation, the Plaintiff has failed to plead with sufficient specificity the elements of a cause of action for fraud. Instead, the Plaintiff makes general allegations with no factual basis for same.

WHEREFORE, the Defendant, T-N-T Carports, Inc., respectfully requests that this Honorable Court grant the Defendant's request for a more specific pleading with respect to Count II of the Plaintiff's Complaint, and direct the Plaintiff to file a more specific pleading within twenty (20) days.

Respectfully submitted,

DEER & ASSOCIATES



Jennifer M. Swistak, Esquire
Attorney for Defendant,
T-N-T Carports, Inc.

(

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

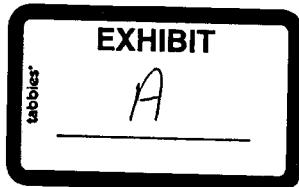
DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

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 THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY, AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT, OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA
(814)-765-2641 ext. 50-51



X5.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.)) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

COMPLAINT

Plaintiff Debra Rine, by her attorneys, MacDonald, Illig, Jones & Britton LLP, files this
Complaint against defendant T-N-T Carports, Inc., stating as follows:

1. Plaintiff Debra Rine is an adult individual residing at 169H Laural Run Road, Pennfield, Pennsylvania 15849.
2. Defendant T-N-T Carports, Inc. (hereinafter "TNT") is believed to be a corporation organized and existing under the laws of the State of North Carolina, and is qualified to do business in Pennsylvania, with its principle place of business at 2344 Turkey Ford Road, Mount Airy, North Carolina 27030.
3. At all times relevant to this dispute, defendant TNT was engaged in the business of designing, manufacturing, assembling, installing, distributing, selling and/or supplying metal carports. These carports were sold and marketed to the general public in Clearfield County and other counties across northwest and central Pennsylvania.

4. Three (3) years ago, approximately February 2001, plaintiff Rine purchased a carport manufactured by defendant TNT, whose employees and/or agents also installed the carport.

5. Plaintiff Rine based her decision to purchase the carport on representations by defendant TNT and its agents that the product was fit for use in central Pennsylvania. Specifically, she relied on literature from defendant TNT which indicated that the carport could withstand heavy loads.

6. On February 6, 2004, after a moderate snowfall, the carport collapsed.

7. The collapse occurred when the two (2) metal screws connecting the carport's collar tie and main bent sheared through the collar tie, causing the main bent to buckle under the weight of the newly accumulated snow. The screws were positioned only 1/4" from the connection of the collar tie and main bent. This distance was insufficient to prevent the screws from shearing through the collar tie.

8. The roof of the carport was comprised of ribbed metal sheets that ran the length of the structure and prohibited the accumulated snow from sliding off onto the ground.

9. At the time of the collapse, the snow load on the roof of the carport was approximately 15 psf (pounds per square foot). Roof structures in the region are required to support a minimum snow load of 21 psf. *See* Section 1608.5 of the Building Officials and Code Administrators Basic/National Property Maintenance Code ("the BOCA Code").

10. Defendant TNT either knew or should have known that the carport could not support normally expected snow loads for the region.

COUNT I - BREACH OF WARRANTY

11. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 10 as if fully set forth herein.

12. Defendant TNT expressly and/or impliedly warranted that the carport was merchantable and fit for a particular purpose.

13. Defendant TNT breached said warranties by selling, distributing and/or supplying the carport in a defective condition as described in Paragraphs 7 through 10 above.

14. As a direct and proximate result of defendant TNT's breach, plaintiff Rine has sustained damages in the amount of \$3,111.60, representing the cost to replace the carport plus consequential damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$3,111.60 plus interest and costs of suit.

COUNT II - VIOLATIONS OF PENNSYLVANIA'S UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

15. Plaintiff Rine incorporates by reference all of the averments set forth in Paragraphs 1 through 14 as if fully set forth herein.

16. Defendant TNT, as a result of the conduct described above, has committed violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"). 73 P.S. §§ 201-1-209-6. Specifically, defendant TNT has violated the following subsections of 73 P.S. § 201-2(4):

(v) Representing that goods or services have . . . characteristics, ingredients, uses, benefits or quantities that they do not have . . .;

.....

(vii) Representing that goods or services are of a particular standard, quality or grade or that goods are of a particular style or model, if they are of another;

.....

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

17. 73 P.S. § 201-9.2 authorizes this Court to award up to three times plaintiff's actual damages.

WHEREFORE plaintiff Rine demands judgment against defendant TNT in the amount of \$6,924.00 plus interest and costs of suit.

A JURY TRIAL IS DEMANDED AS TO ALL ISSUES

Respectfully submitted,


Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

Attorneys for Plaintiff
Debra Rine

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

VERIFICATION

I, Debra Rine, hereby depose and state that I am the plaintiff herein and that the averments set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated:

8/13/04

Debra Rine

Debra Rine

X5.7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

CERTIFICATE OF SERVICE

I, Jennifer M. Swistak, hereby certify that a true and correct copy of the within PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT IN CIVIL ACTION was served upon the Plaintiff's counsel of record on the 12th day of November, 2004, by U.S. Mail, postage prepaid, at the following address:

Matthew W. Fuchs, Esquire
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1498

Respectfully submitted,

DEER & ASSOCIATES



Jennifer M. Swistak, Esquire
Attorney for Defendant,
T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

ORDER OF COURT

AND NOW, to-wit, this _____ day of _____, 200____, upon consideration of the Defendant's Preliminary Objections to Plaintiff's Complaint in Civil Action, it is hereby ORDERED, ADJUDGED and DECREED that Counts I, II and III of the Defendant's Preliminary Objections are GRANTED and Counts I and II of the Plaintiff's Complaint are DISMISSED for legal insufficiency and the Plaintiff's failure to attach material writings to the Complaint. In the alternative, it is hereby ORDERED, ADJUDGED and DECREED that Counts IV and V the Defendant's Preliminary Objections are GRANTED and the Plaintiff is directed to file a more specific pleading with respect to the causes of action for breach of warranty and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law within twenty (20) days.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) NO. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.,)
Defendant.) ANSWER AND NEW MATTER
) TO AMENDED COMPLAINT

) Filed on behalf of Defendant:
T-N-T Carports, Inc.

) Counsel of Record for Defendant:
Robert W. Deer, Esquire
PA I. D. No. 35174

) Jennifer M. Swistak, Esquire
PA I.D. No. 75959

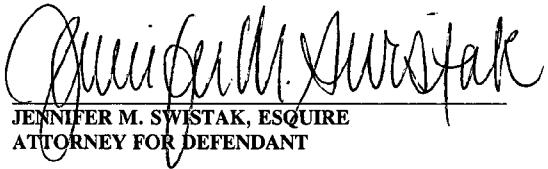
) DEER & ASSOCIATES
Firm No. 103
101 Smithfield Street
Pittsburgh, PA 15222
(412) 261-5771
FAX (412) 232-0898

) Counsel of Record for Plaintiff:
Matthew W. Fuchs, Esquire
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1498
(814) 870-7600

NOTICE TO PLEAD

TO: DEBRA RINE, PLAINTIFF

YOU ARE HEREBY NOTIFIED THAT YOU ARE
REQUIRED TO FILE A RESPONSE TO THE WITHIN
NEW MATTER WITHIN TWENTY (20) DAYS OF
SERVICE ON YOU OR A JUDGMENT MAY BE
ENTERED AGAINST YOU.


JENNIFER M. SWISTAK, ESQUIRE
ATTORNEY FOR DEFENDANT

6/6 FILED NO
m 11/13/04 cc
FEB 14 2005

JURY TRIAL DEMANDED

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

ANSWER AND NEW MATTER TO AMENDED COMPLAINT

AND NOW, comes the Defendant, T-N-T Carports, Inc., by and through its attorneys, DEER & ASSOCIATES, Robert W. Deer, Esquire and Jennifer M. Swistak, Esquire, and files the within ANSWER AND NEW MATTER TO AMENDED COMPLAINT, averring as follows:

1. The allegations set forth in paragraph one (1) of the Plaintiff's Amended Complaint are admitted.
2. The allegations set forth in paragraph two (2) of the Plaintiff's Amended Complaint are admitted in part and denied in part. The Defendant admits it is a corporation organized and existing under the laws of the State of North Carolina. The Defendant further admits that it is qualified to do business in Pennsylvania. The Defendant denies that its principle place of business is at 2344 Turkey Ford Road, Mount Airy, North Carolina 27030. The Defendant's actual principle place of business is at 1050 Worth Street, Mount Airy, North Carolina 27030.
3. The allegations set forth in paragraph three (3) of the Plaintiff's Amended Complaint are admitted in part and denied in part. It is admitted that the Defendant was in the business of designing, manufacturing, distributing, selling and supplying metal carports. It is denied that the Defendant was in the business of assembling and installing metal carports. It is admitted that these carports were sold and marketed to the general public in Clearfield County and other counties across northwest and central Pennsylvania during certain time periods. It is denied that these carports were sold and marketed to the general public in Clearfield County and other

counties across northwest and central Pennsylvania at all times relevant to the Plaintiff's Amended Complaint.

4. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph four (4) of the Plaintiff's Amended Complaint, and the same are therefore denied.

5. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph five (5) of the Plaintiff's Amended Complaint, and the same are therefore denied.

6. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph six (6) of the Plaintiff's Amended Complaint, and the same are therefore denied.

7. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph seven (7) of the Plaintiff's Amended Complaint, and the same are therefore denied.

8. The allegations set forth in paragraph eight (8) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

9. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph nine (9) of the Plaintiff's Amended Complaint, and the same are therefore denied.

10. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations set forth in paragraph ten (10) of the Plaintiff's Amended Complaint, and the same are therefore denied.

11. The allegations set forth in paragraph eleven (11) of the Plaintiff's Amended Complaint are admitted in part and denied in part. It is admitted that the roof of the carport is

comprised of metal sheets that ran the length of the carport. It is denied that the roof of the carport prohibited accumulated snow from sliding off onto the ground.

12. To the extent that the allegations set forth in paragraph twelve (12) of the Plaintiff's Amended Complaint contain conclusions of law, no response is required. As for the remaining allegations, after reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of these allegations, and the same are therefore denied.

13. The allegations set forth in paragraph thirteen (13) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

COUNT I - BREACH OF WARRANTY

14. Paragraph fourteen (14) of the Plaintiff's Amended Complaint is an incorporation paragraph to which no response is required. To the extent that a response is necessary, the Defendant hereby incorporates by reference paragraphs one (1) through thirteen (13) of the within Answer as if the same were more fully set forth herein at length.

15. The allegations set forth in paragraph fifteen (15) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

16. The allegations set forth in paragraph sixteen (16) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

17. To the extent that the allegations set forth in paragraph seventeen (17) of the Plaintiff's Amended Complaint contain conclusions of law, no response is required. As for the remaining allegations, after reasonable investigation, the Defendant is without sufficient knowledge

or information to form a belief as to the truth or falsity of the allegations, and the same are therefore denied.

WHEREFORE, the Defendant, T-N-T Carports, Inc., denies any and all liability and respectfully requests that this Honorable Court enter judgment in its favor and against the Plaintiff.

JURY TRIAL DEMANDED.

COUNT II - VIOLATIONS OF PENNSYLVANIA'S UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

18. Paragraph eighteen (18) of the Plaintiff's Amended Complaint is an incorporation paragraph to which no response is required. To the extent that a response is necessary, the Defendant hereby incorporates by reference paragraphs one (1) through seventeen (17) of the within Answer is if the same were more fully set forth herein at length.

19. The allegations set forth in paragraph nineteen (19) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

20. The allegations set forth in paragraph twenty (20) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

21. The allegations set forth in paragraph twenty-one (21) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

22. The allegations set forth in paragraph twenty-two (22) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

23. The allegations set forth in paragraph twenty-three (23) and its component sub-parts, of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

24. The allegations set forth in the second numbered paragraph seventeen (17) of the Plaintiff's Amended Complaint contain conclusions of law to which no response is required. To the extent that a response is necessary, these allegations are denied.

WHEREFORE, the Defendant, T-N-T Carports, Inc., denies any and all liability and respectfully requests that this Honorable Court enter judgment in its favor and against the Plaintiff.

JURY TRIAL DEMANDED.

NEW MATTER

25. The Defendant hereby incorporates paragraphs one (1) through twenty-four (24) of the within Answer as if same were more fully set forth herein at length.

26. The Plaintiff's claims are barred and/or limited by reason of and in accordance with the applicable statute of limitations.

27. The Plaintiff's claims are barred and/or limited by reason of impossibility of performance.

28. The Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

29. To the extent that discovery so reveals, at all times material hereto, the Plaintiff or other third persons, parties, entities or corporations failed to properly maintain, use and/or care for the involved product described in the Plaintiff's Complaint.

30. The Plaintiff's damages, if any, were caused by an Act of God over which the Defendant had no control.

31. To the extent that discovery so reveals, the Plaintiff's damages, if any, were caused by superceding causes, including but not limited to the actions or inactions of the Plaintiff or other

third persons, parties, entities or corporations for which the Defendant can be held neither responsible or liable.

32. To the extent that the involved product described in the Plaintiff's Complaint was misused, abused, altered and/or in a condition substantially changed after it left the hands of the Defendant, the Defendant can be held neither responsible nor liable.

33. To the extent that discovery so reveals, the Defendant is not responsible for the Plaintiff's failure to mitigate the damages set forth in her Complaint.

34. To the extent that any damages allegedly sustained by the Plaintiff pre-existed the date of the incident, these damages are not recoverable in the within action.

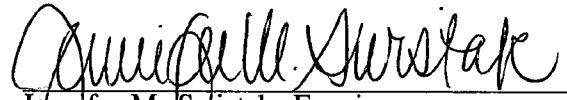
35. The Plaintiff's damages, if any, were caused by the Plaintiff's failure to obtain proper authorizations, building permits and/or any other required permits for erection of the carport.

WHEREFORE, the Defendant, T-N-T Carports, Inc., denies any and all liability and respectfully requests that this Honorable Court enter judgment in its favor and against the Plaintiff.

JURY TRIAL DEMANDED.

Respectfully submitted,

DEER & ASSOCIATES



Jennifer M. Swistak, Esquire
Attorney for Defendant,
T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

VERIFICATION

I, Joan Belton, an authorized representative of T-N-T Carports, Inc., hereby depose and say that the facts set forth in the foregoing ANSWER AND NEW MATTER TO AMENDED COMPLAINT are true and correct to the best of my knowledge and understanding. I understand that our statements are made subject to 18 Pa. C.S. ' 4904 relating to criminal penalties for unsworn falsifications to authorities.

2-3-05
Date

Joan Belton
Treasurer, T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

CERTIFICATE OF SERVICE

I, Jennifer M. Swistak, hereby certify that a true and correct copy of the within ANSWER AND NEW MATTER TO AMENDED COMPLAINT was served upon the Plaintiff's counsel of record on the 9/11 day of February, 2005, by U.S. Mail, postage prepaid, at the following address:

Matthew W. Fuchs, Esquire
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1498

Respectfully submitted,

DEER & ASSOCIATES


Jennifer M. Swistak, Esquire
Attorney for Defendant,
T-N-T Carports, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,
Plaintiff

v.
T-N-T CARPORTS, INC.
Defendant

) CIVIL ACTION - LAW
)
)
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NO. 2004-01235-CD
)
)

FILED
6K REC 11/08/04 NOCC

FEB 17 2005

William A. Shaw
Prothonotary

REPLY TO NEW MATTER

Plaintiff Debra Rine, by her attorneys, MacDonald, Illig, Jones & Britton LLP, files this
Reply to New Matter, stating as follows:

25. Paragraph 25 is an incorporation paragraph to which no response is required.
26. The averments of paragraph 26 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 26 are denied.
27. The averments of paragraph 27 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 27 are denied.
28. The averments of paragraph 28 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 28 are denied.
29. The averments of paragraph 29 are denied.

30. The averments of paragraph 30 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 30 are denied.

31. The averments of paragraph 31 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 31 are denied.

32. The averments of paragraph 32 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 32 are denied.

33. The averments of paragraph 33 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 33 are denied.

34. The averments of paragraph 34 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 34 are denied.

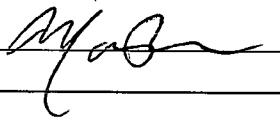
35. The averments of paragraph 35 constitute legal conclusions to which no response is required. To the extent that a response may be required, the averments of paragraph 35 are denied.

WHEREFORE plaintiff Rine demands judgment against defendant T-N-T in the amount of \$6,924.00 plus interest and costs of suit.

A JURY TRIAL IS DEMANDED AS TO ALL ISSUES

CERTIFICATE OF SERVICE

I hereby certify that a copy of this document
was served upon all other parties appearing
of record by First-Class United States Mail
sent on 2/15, 2005.



Respectfully submitted,


Matthew W. Fuchs
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7612

Attorneys for Plaintiff
Debra Rine

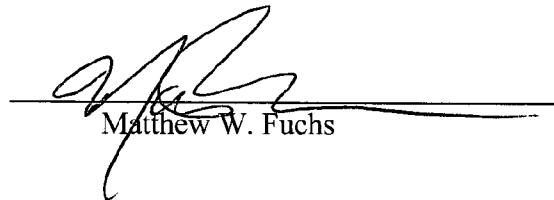
IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

ATTORNEY VERIFICATION

Matthew W. Fuchs, Esquire, the undersigned, states that he is the attorney for Debra Rine, herein and that he is authorized to make this Verification on behalf of Debra Rine, that the facts set forth in the foregoing Reply to New Matter are true and correct, not of his own knowledge, but from information supplied to him, that the purpose of this Verification is to expedite the litigation, and that a Verification of Debra Rine will be supplied if demanded, all subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: 2/15/05



Matthew W. Fuchs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff)
)
v.) NO. 2004-01235-CD
)
T-N-T CARPORTS, INC.)
Defendant)

VERIFICATION

I, Debra Rine, hereby depose and state that I am the plaintiff herein and that the averments set forth in the foregoing First Amended Complaint are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: 12/8/04

Debra L Rine
Debra Rine

FILED

6th FEB 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to file

FILED

FEB 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBRA RINE,) CIVIL ACTION - LAW
Plaintiff,) No. 2004-01235-CD
vs.)
T-N-T CARPORTS, INC.)
Defendant.)

PRAECIPE TO SETTLE AND DISCONTINUE

TO: WILLIAM SHAW, PROTHONOTARY

Kindly mark the above-referenced case SETTLED AND DISCONTINUED WITH PREJUDICE.

Respectfully submitted,

MACDONALD, ILLIG, JONES & BRITTON, LLP


Matthew W. Fuchs, Esquire
Attorney for Plaintiff,
Debra Rine

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Debra Rine

Vs.
T-N-T Carports, Inc.

No. 2004-01235-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 2, 2005, marked:

Settled and Discontinued with Prejudice

Record costs in the sum of \$85.00 have been paid in full by MacDonald, Illig, Jones & Britton, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of May A.D. 2005.

William A. Shaw, Prothonotary