

04-1597-CD  
WILLIAM J. JONES, et al. vs. CABELAS'S, et al.

William Jones et al vs Cabelas's  
2004-1597-CD

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

No. 04 - 1597 - CD

Type of Pleading:

**PRAECIPE FOR WRIT  
OF SUMMONS**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** *10/10/04*  
*01/10/04* *to SHff*  
OCT 14 2004 *Atty. 10.20.00*  
William A. Snaw  
Prothonotary/Clerk of Courts

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

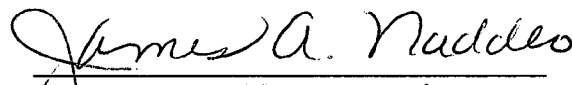
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No. 04 - - CD

**PRAECIPE TO ISSUE WRIT OF SUMMONS**

To the Prothonotary:

Please issue a Writ of Summons against Cabela's, One  
Cabela Drive, Sidney, Nebraska 69160-9555 and Summit  
Specialties, Inc., 715 Summit Drive, Decatur, Alabama 35601.

  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

Dated: October 13, 2004

JAMES A. NADDEO  
ATTORNEY AT LAW  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED

OCT 14 2004

James A. Staw  
Prothonotary Clerk of Courts

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

**COPY**

**SUMMONS**

**William J. Jones and  
Cindy L. Jones, husband and wife**

**Vs.**

**NO.: 2004-01597-CD**

**Cabelas's and  
Summit Specialities, Inc.**

**TO: CABELAS'S  
SUMMIT SPECIALITIES, 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: 10/14/2004

---

William A. Shaw  
Prothonotary

Issuing Attorney:

James A. Naddeo  
P.O. Box 552  
Clearfield, PA 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

JONES, WILLIAM & CINDY L.

VS.

CABELAS'S and SUMMIT SPECIALITIES, INC.

SUMMONS

Sheriff Docket # 16454

04-1597-CD

**SHERIFF RETURNS**

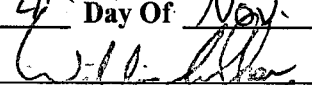
NOW OCTOBER 19, 2004 MAILED THE WITHIN SUMMONS TO CABELAS'S, DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 5603 AT ONE CABELA DRIVE, SIDNEY, NEBRASKA 69160-9555 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN SIGNED BY AGENT FOR DEFENDANT. DATE OF RECEIPT IS UNKNOWN.

NOW OCTOBER 25, 2004 SERVED THE WITHIN SUMMONS ON SUMMIT SPECIALITIES INC., DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 6242 AT 715 SUMMIT DRIVE, DECATUR, ALABAMA 35601 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY AGENT FOR DEFENDANT.

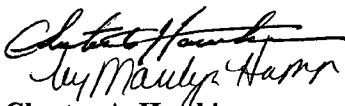
**Return Costs**

Cost	Description
33.21	SHERIFF HAWKINS PAID BY: ATTY CK# 16608
20.00	SURCHARGE PAID BY: ATTY CK# 16609

**Sworn to Before Me This**

4<sup>th</sup> Day Of Nov 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED** E6K  
01/12:49/0N  
NOV 04 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

No. 04 - 1597 - CD

Type of Pleading:

**COMPLAINT**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** 4CC  
01/11/1937  
AUG 09 2005 @  
Amy Naddeo

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,

Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,

Defendants

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No. 04 - - CD

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  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982



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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,

Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,

Defendants

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No. 04 - - CD

**COMPLAINT**

AND NOW COMES Plaintiffs, WILLIAM J. JONES and CINDY L. JONES, and  
by and through their attorney, James A. Naddeo, Esquire, set forth the following:

1. Plaintiffs are William J. Jones and Cindy L. Jones, husband and wife, who  
reside at 1389 Troy Hawk Run Highway, Philipsburg, Pennsylvania 16866.
2. That Defendant, Cabela's, is a Corporation with its principal place of business  
located at One Cabela Drive, Sidney, Nebraska 69160-9555. At all times material hereto,  
Defendant did business in Pennsylvania.
3. Defendant, Summit Specialties, Inc., is a Corporation with its principal place of  
business located at 715 Summit Drive, Decatur, Alabama 35601. At all times material  
hereto, Defendant did business in Pennsylvania.
4. At all times material hereto, the Defendants were in the business of supplying,  
distributing, manufacturing and/or selling tree stands. In furtherance of such business,  
Defendants acted by and through its agents and/or servants and/or employees who in turn  
were acting within the scope and course of their employment.

5. Prior to October 26, 2002, Plaintiff William J. Jones purchased a tree stand from Cabela's that was manufactured by Summit Specialties on October 27, 2001.

6. On October 26, 2002, Plaintiff William J. Jones was utilizing the tree stand when it collapsed causing him to fall to the ground.

7. As a result of the collapse of the tree stand and consequential fall to the ground, Plaintiff William J. Jones sustained injuries including a herniated disc of the lumbar spine requiring multiple surgeries.

**COUNT I**  
**NEGLIGENCE**

**Plaintiff William J. Jones v. Defendants Cabela's and Summit Specialties, Inc.**

8. Plaintiff incorporates by reference Paragraphs 1 through 7 of his Complaint with the same force and effect as through set forth at length.

9. All of the resultant losses, injuries and damages sustained by Plaintiff William J. Jones resulted directly and proximately from the reckless, wanton or negligent conduct of Defendants Cabela's and/or Summit Specialties, Inc. in the following particulars:

(a) failing to furnish the tree stand with adequate or proper warning of the danger of its tendency to collapse;

(b) failing to properly and/or adequately provide protective devices and/or safety feature on the tree stand to prevent such injuries; and/or

(c) failing to properly design the tree stand in order to avoid such injuries; and/or

(d) failing to adequately assemble and fabricate the tree stand in order to provide a safe tree stand; and/or

(e) failing to properly an/or adequately manufacture the tree stand in order to provide a safe tree stand; and/or

(f) failing to provide adequate warnings and/or cautions and/or directions concerning the limitations of the tree stand; and/or

(g) failing to properly and/or adequately design and/or fabricate and/or manufacture and/or sell and/or label and/or supply the tree stand in a safe condition; and/or

(h) failing to adequately and/or properly test and/or inspect the tree stand in order to provide a safe tree stand; and/or

(i) failing to provide and/or establish and or follow proper and/or adequate quality control methods in the manufacture of the tree stand so as to provide a safe tree stand; and/or

(j) failing to keep abreast of the state of the art in science, engineering and specific industry in connection with the design of the tree stand; and/or

(k) failing to disclose to purchasers or users that the tree stand was defectively and/or unreasonably designed, thereby making it dangerous to use; and/or

(l) failing to properly and/or adequately mark the product so that users would be aware that the support struts on the tree stand were welded to together; and/or

(m) failing to properly design and/or manufacture the tree stand to insure that the tree stand would not collapse; and/or

(n) failing to adequately, properly and/or completely supervise its personnel in the manufacture and assembly of the product; and/or

(o) failing to properly and/or adequately test or inspect the product in order to insure it proper working condition and/or stability; and/or

(p) failing to use that degree of care, skill, foresight and caution required under the circumstances and/or by the law of the Commonwealth of Pennsylvania.

10. As a direct and proximate result of the reckless, wanton or negligent conduct of Defendant Summit Specialties, Inc., Plaintiff William J. Jones has suffered the injuries set forth in Paragraph 7 above.

11. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones suffered and/or suffers and/or will continue to suffer from physical and/or mental anguish, pain, suffering and inconvenience.

12. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has suffered and may continue to suffer shock and injury to the nerves and the nervous system, and has suffered and may continue to suffer emotional distress.

13. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has been deprived and may continue to be deprived of the ordinary pleasures of life.

14. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has been compelled and/or is compelled and/or may continue to be compelled to expend monies for medical aid, medicines and the like.

15. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has suffered and/or continues to suffer and/or may, in the future, suffer a loss of earnings and his earning power has been and/or may be diminished and lessened.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.

**COUNT II**  
**BREACH OF WARRANTY**

**Plaintiff William J. Jones v. Defendants Cabela's and Summit Specialties, Inc.**

16. Plaintiff William J. Jones hereby incorporates by reference Paragraphs 1 through 15 with the same force and effect as if set forth at length.

17. All of the resultant losses, damages and injuries sustained by Plaintiff resulted directly and proximately from Defendant Summit Specialties, Inc. breach of express and/or implied warranties of merchantability of fitness for a particular purpose in the following particulars:

(a) Defendants did not have the tree stand adequately, properly and/or timely tested prior to its use; and/or

(b) the tree stand was not of fair, average quality in the trade in which Defendants dealt; and/or

(c) the tree stand was not fit for the ordinary purpose for which the product is customarily used; and/or

(d) the Defendants knew or should have known that the tree stand was dangerous and likely to cause damage to users; and/or

(e) the tree stand was not of merchantable quality and was not in conformity, insofar as safety is concerned, with products used in a normal course of business; and/or

(f) the Defendants knew or should have known that in order to make the tree stand safe for use, it should have been provided with appropriate safety devices and/or safety feature; and/or

(g) the Defendants knew or should have known, that due to the inherently dangerous nature of the design of the product, they should have provided warnings on the tree stand to protect users; and/or

(h) that the product was not properly and adequately tested and/or inspected by the Defendants in order to provide a safe product; and/or

(i) the Defendants did not provide, establish or follow proper and adequate quality control methods in the manufacture of the tree stand so as to provide a safe product; and/or

(j) the Defendants did not keep abreast of the state of the art in the science and engineering of the industry involving labeling and/or construction of the tree stand; and/or

(k) the Defendants did not disclose to the users of the tree stand, such as Plaintiff William J. Jones, that the product was defectively and/or unreasonably designed, thereby making the tree stand dangerous to use; and/or

(l) the Defendants knew or should have known that Plaintiff William J. Jones was relying upon the expertise of the Defendant in designing, fabricating, manufacturing, labeling and/or supplying the tree stand; and/or

(m) in expressly or impliedly warranting that the tree stand was properly and/or adequately tested and inspected when the same was properly and/or adequately tested and inspected when the same was not true; and/or

(n) in expressly or impliedly warranting that the tree stand was safe for use; and/or

(o) in expressly or impliedly misrepresenting that the tree stand was safe for use; and/or

(p) in expressly or impliedly warranting that the tree stand that the tree stand was safe for use in compliance with the safety standards of the industry and of the federal government and the state, county and city governments insofar as said safety standard govern the design, fabrication and manufacture of said products.

18. As a direct and proximate result of the breach of these express and/or implied warranties, Plaintiff William J. Jones has suffered the injuries set forth in Paragraph 7 above and damages as set forth in Paragraphs 11 through 15 above.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.

**COUNT III**  
**STRICT LIABILITY**

**Plaintiff William J. Jones v. Cabela's and Summit Specialties, Inc.**

19. Plaintiff William J. Jones hereby incorporates paragraphs 1 through 18 of this Complaint with the same force and effect as though set forth at length.

20. All of the resultant losses, damages and injuries sustained by Plaintiff resulted directly and proximately from the conduct of Defendants subjecting themselves to strict liability in the following particulars:

(a) In the regular course of manufacturing, designing and fabricating the tree stand, Defendant Summit Specialties, Inc., failed to properly and adequately design, manufacture and fabricate the tree stand; and

(b) Defendant Summit Specialties, Inc., in regular course of manufacturing, designing, fabricating and inspecting the tree stand, placed the product in a factory in an unreasonably dangerous condition; and

(c) Defendant Cabela's, in regular course of selling and inspecting the tree stand, placed the defective product on the market in an unreasonably dangerous condition; and

(d) The aforementioned tree stand was defective when it left the control of the Defendants in that it was not safe for the reasonably foreseeable and intended use; and

(e) The defective condition of the product directly and proximately caused the tree stand to collapse injuring Plaintiff William J. Jones as described in Paragraph 7 above;

(f) at the time of the accident, Plaintiff was using the product as intended by Defendant.

21. As a result of the above injuries, Plaintiff sustained the damages set forth in Paragraphs 11 through 15 above.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.



**COUNT IV**  
**LOSS OF CONSORTIUM**

**Plaintiff Cindy L. Jones v. Defendants Cabela's and Summit Specialties, Inc.**

22. Plaintiff Cindy L. Jones incorporates by reference Paragraphs 1 through 21 of this Complaint with the same force and effect as if set forth at length.

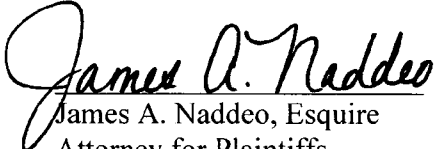
23. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been and/or may be compelled to expend monies for medical aid, medicines and the like in an effort to cure him.

24. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been compelled to expend monies for hiring help to perform the duties of the household previously performed by her husband.

25. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been and/or will be deprived of her husband's aid, comfort, society, companionship and affection.

26. As a direct and proximate result of the injuries to her husband, Plaintiff Cindy L. Jones has suffered and/or continues to suffer from her husband's loss of earnings and/or earning capacity and/or may in the future suffer from his loss of earnings and/or earning capacity.

WHEREFORE, Plaintiff Cindy L. Jones claims of Defendants, Cabela's and Summit Specialties, Inc., damages in an amount in excess of \$25,000, exclusive of interests and costs.

  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,

Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,

Defendants

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No. 04 - - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Complaint  
was served on the following and in the following manner on the 9th day of August, 2005:

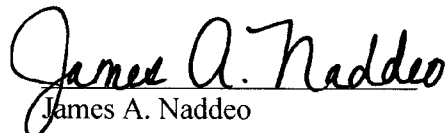
First-Class Mail, Postage Prepaid

And by

Certified Mail, Addressee Only, Return Receipt Requested

Cabela's  
One Cabela Drive  
Sidney, Nebraska 69160-9555

Summit Specialties, Inc.  
715 Summit Drive  
Decatur, Alabama 35601

  
James A. Naddeo  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) ss.

Before me, the undersigned officer, personally appeared WILLIAM J. JONES, who being duly sworn according to law, depose and state that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

William J. Jones  
William J. Jones

SWORN and SUBSCRIBED before me this 9<sup>th</sup> day of August, 2005.

Linda C. Lewis

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires July 25, 2007

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CABELAS'S  
One Cabela Drive  
Sidney, Nebraska 69160-9555

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5603

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd ST. Suite 116  
Clearfield, Pa. 16830

16454



7002 3150 0000 7854 5603

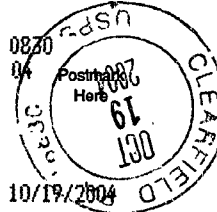
**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

SIDNEY NE 69160

**OFFICIAL USE**

Postage	\$ \$0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ \$4.42



Sent To	
CABELAS, A	
Street, Apt. No.; or PO Box No. One Cabela Drive	
City, State, ZIP+4 Sidney, Nebraska 69160-9555	

PS Form 3800, June 2002

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

### **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

16454

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

SUMMIT SPECIALITIES INC.  
715 Summit Drive  
Decatur, Alabama 35601

## 2. Article Number

(Transfer from service label)

7002 3150 0000 7854 6242

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X

Joyce B. Nabors

☐ Agent☐ Addressee

## B. Received by (Printed Name)

JOYCE B. NABORS

## C. Date of Delivery

10/25/02

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes



UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830

16454

02



7002 3150 0000 7854 6242

**U.S. Postal Service<sup>™</sup>**  
**CERTIFIED MAIL<sup>™</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

DECATUR AL 35601

Postage	\$ 0.37	0830 04 Postmark Here NOV 18 2004
Certified Fee	\$2.30	
Return Receipt Fee (Endorsement Required)	\$1.75	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 4.42	

Sent To

SUMMIT SPECIALITIES INC

Street, Apt. No.;

or PO Box No.

715 Summit Drive

City, State, ZIP+4

Decatur, Alabama 35601

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

16454

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

**FILED**

**AUG 09 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

No. 04 - 1591 CD

Type of Pleading:

**Certificate of Service**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

*plw:3a51*  
AUG 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Cabela's  
One Cabela Drive  
Sidney, Nebraska  
69160-9555

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X Russell W. Wood ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

Russell Wood

## C. Date of Delivery

8/12

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☒ Yes

## 2. Article Number

(Transfer from service label)

7003 3110 0001 9382 9573

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Summit Specialties, Inc.  
715 Summit Drive  
Decatur, Alabama 35601

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X [Signature] ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

John W. W. W.

## C. Date of Delivery

8-12-01

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☒ Yes

## 2. Article Number

(Transfer from service label)

7003 3110 0001 9382 9580

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

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No. 04 - - CD

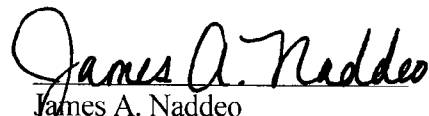
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Complaint  
was served on the following and in the following manner on the 12th day of August, 2005:

Certified Mail, Addressee Only, Return Receipt Requested

Cabela's  
One Cabela Drive  
Sidney, Nebraska 69160-9555

Summit Specialties, Inc.  
715 Summit Drive  
Decatur, Alabama 35601

  
James A. Naddeo  
Attorney for Plaintiffs

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

**FILED**

**AUG 16 2005**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

WILLIAM J. JONES and CINDY L. JONES, CIVIL DIVISION  
husband and wife,

*Plaintiffs,*

v.

No. 04-1597-CD

CABELA'S and SUMMIT SPECIALTIES,  
INC.

*Defendants.*

**PRAECIPE FOR APPEARANCE**

Filed on behalf of Defendant, Cabela's

Counsel of record for this party:

Victor J. Sullivan, Jr., Esquire  
Pa. ID #19981

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN  
2900 US Steel Tower  
600 Grant Street  
Pittsburgh, PA 15219

412-803-1140

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**FILED** <sup>NO</sup> <sub>CC</sub>  
m/1:33/61  
AUG 24 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM J. JONES and CINDY L. JONES,  
husband and wife,

*Plaintiffs,*

No. 04-1597-CD

v.

CABELA'S and SUMMIT SPECIALTIES,  
INC.

*Defendants.*

**PRAECIPE FOR APPEARANCE**

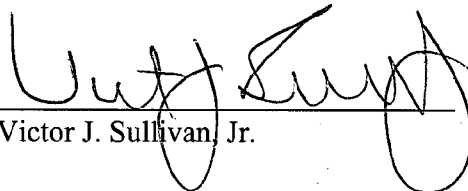
TO: PROTHONOTARY

Please enter my appearance on behalf of the Defendant Cabela's in the above-referenced matter and mark the docket accordingly.

Respectfully submitted,

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

By:

  
Victor J. Sullivan, Jr.

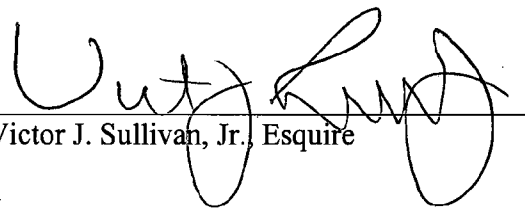
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praeceptum for Appearance was served by U. S. Mail, First Class, postage pre-paid, this 27 day of August 2005, on the below listed:

James A. Naddeo, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830

Risk Manager  
Summit Specialties, Inc.  
715 Summit Drive  
Decatur, AL 35601

By:

  
Victor J. Sullivan, Jr., Esquire

RAWLE & HENDERSON LLP  
By: Peter A. Lentini  
Suite 200, 40 Lake Center Executive Park  
401 Route 73 North  
Marlton, NJ 08053  
(856) 596-4800

Attorneys for Defendants, Cabela's and  
Summit Specialties, Inc.

WILLIAM J. JONES and )  
CINDY L. JONES, husband and wife, )

Plaintiffs )

**COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY**

**CIVIL ACTION - LAW**

**No.: 2004-01597-CD**

v. )

CABELA'S and )  
SUMMIT SPECIALTIES, INC., )

Defendants, )

**PRAECIPE TO FILE NOTICE OF REMOVAL**

TO THE PROTHONOTARY:

Pursuant to 28 U.S.C. § 1446(d), defendants Cabela's and Summit Specialties, Inc.,  
hereby file a certified copy of the Notice of Removal that was filed in the United States District  
Court for the Western District of Pennsylvania on the 7th day of September, 2005.

RAWLE & HENDERSON, LLP

By:



Peter A. Lentini, Esquire

I.D. # 50018

Attorneys for Defendants, Cabela's  
and Summit Specialties, Inc.

40 Lake Center Executive Park - Suite 200

401 Route 73 North

Marlton, NJ 08053

856-797-8915

**FILED** *no cc*  
*mjl:596/*  
**SEP 12 2005**  
*lm*  
William A. Shaw  
Prothonotary/Clerk of Courts

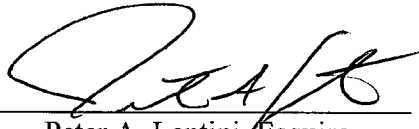
**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Praecipe to File Notice of Removal was served upon the following counsel of record by overnight mail, postage prepaid:

**Plaintiff's Counsel:**

James A. Naddeo, Esquire  
207 E Market Street  
P.O. Box 552  
Clearfield, PA 16830

RAWLE & HENDERSON LLP

By:   
Peter A. Lentini, Esquire  
I.D. # 50018  
Attorneys for Defendants, Cabela's  
and Summit Specialties, Inc.

40 Lake Center Executive Park  
Suite 200  
401 Route 73 North  
Marlton, NJ 08053  
856-797-8915

Date: 9/7/05

---

**EXHIBIT “A”**

# RAWLE & HENDERSON LLP



PETER A. LENTINI  
856-797-8915  
plentini@rawle.com

The Nation's Oldest Law Office • Established in 1783

[www.rawle.com](http://www.rawle.com)

40 LAKE CENTER EXECUTIVE PARK  
SUITE 200, 401 ROUTE 73 NORTH  
MARLTON, NJ 08053

TELEPHONE: (856) 596-4800  
FACSIMILE: (856) 596-6164

September 7, 2005

Clerk's Office  
United States District Court  
Western District of Pennsylvania  
Johnstown Division  
Penn Traffic Building  
319 Washington Street  
Johnstown, PA 15901

Re: William J. Jones and Cindy L. Jones, husband and wife, Plaintiffs  
vs. Cabela's and Summit Specialties, Inc., Defendants  
Circuit Court of Common Pleas of Clearfield County, Pennsylvania  
No.: 2004-91597-CD  
Our File No. 715942

Dear Sir/Madam:

Enclosed for filing please find an original and one copy of defendants Cabela's and Summit Specialties, Inc.'s Notice of Removal, along with my firm's draft in the amount of \$250.00 to cover the filing fee regarding the above noted matter.

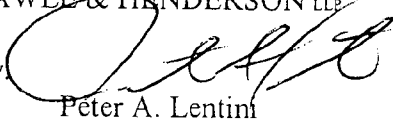
Kindly file the above document and return a file stamped copy to my office in the self addressed stamped envelope that I have provided for you.

Please do not hesitate to contact the undersigned should you have any questions.

Very truly yours,

RAWLE & HENDERSON LLP

By:

  
Peter A. Lentini

PAL/slr

Enclosures

cc: James A. Naddeo, Esquire (w/encl.)

1198024 v.1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

WILLIAM J. JONES and  
CINDY L. JONES, husband and wife,

Plaintiffs

v.

CABELA'S and  
SUMMIT SPECIALTIES, INC.

Defendants,

CIVIL ACTION NO: \_\_\_\_\_

JURY TRIAL DEMANDED

**NOTICE OF REMOVAL**

Defendants Cabela's and Summit Specialties, Inc., by their attorneys, Rawle & Henderson, LLP, hereby removes this case to the United States District Court for the Western District of Pennsylvania, pursuant to 28 U.S.C. §§ 1332 and 1441 and, in support of this Removal Petition, avers as follows:

1. Plaintiff commenced a civil action on August 9, 2005, by filing a complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, entitled William J. Jones and Cindy L. Jones v. Cabela's, et al. and docketed as No.: 2004-91597-CD. The complaint was served on Cabela's and Summit Specialties, Inc. on or about August 11, 2005. This Notice of Removal is being filed less than 30 days from the date the complaint was served. The documents attached hereto as Exhibit "A" constitute all of the pleadings, process and other papers served upon defendants in this action.

2. This is a civil action arising out of the plaintiff's alleged use of a product manufactured by Summit Specialties, Inc. and sold by Cabela's. A copy of plaintiff's complaint is attached and marked Exhibit "A."



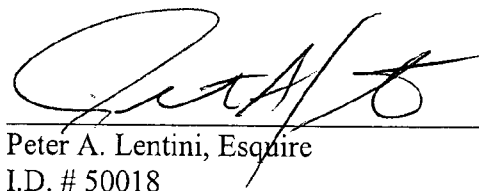
2. According to plaintiff's complaint, plaintiffs are residents of Phillipsburg, Pennsylvania.
3. Defendant Summit Specialties, Inc. is an Alabama corporation with its principal place of business in Decatur, Alabama.
4. Defendant Cabela's is a Nebraska corporation with its principal place of business in Sidney, Nebraska.
5. The amount in controversy exceeds \$75,000.00.
6. Jurisdiction is proper in this court pursuant to 28 U.S.C. § 1332 (a).
7. Diversity of citizenship existed at the time that the accident sought to be removed was commenced and continues through the time of the filing of this notice, such that defendant is entitled to removal pursuant to 28 U.S.C. § 1332, §1441 as amended and 28 U.S.C. § 1446.

WHEREFORE, the above-captioned action now pending in the Court of Common Pleas of Clearfield County, Pennsylvania, is removed therefrom to this Court.

Respectfully submitted,

RAWLE & HENDERSON, LLP

By:



Peter A. Lentini, Esquire

I.D. # 50018

Attorneys for Defendants, Cabela's  
and Summit Specialties, Inc.

40 Lake Center Executive Park  
Suite 200  
401 Route 73 North  
Marlton, NJ 08053  
856-797-8915

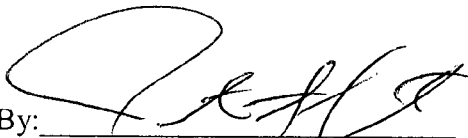
**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Praecipe to File Notice of Removal was served upon the following counsel of record by overnight mail, postage prepaid:

**Plaintiff's Counsel:**

James A. Naddeo, Esquire  
207 E Market Street  
P.O. Box 552  
Clearfield, PA 16830

RAWLE & HENDERSON LLP

By: 

Peter A. Lentini, Esquire  
I.D. # 50018  
Attorneys for Defendants, Cabela's  
and Summit Specialties, Inc.

40 Lake Center Executive Park  
Suite 200  
401 Route 73 North  
Marlton, NJ 08053  
856-797-8915

Date: 9/7/05

---

**EXHIBIT “A”**

F

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

No. 04 - <sup>1597</sup> - CD

Type of Pleading:

**COMPLAINT**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this party:

James A. Naddco, Esq.  
Pa I.D. 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

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

AUG 09 2005

Attest:

*James A. Naddco*  
Prothonotary/  
Clerk of Courts

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,

Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,

Defendants

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No. 04 - - CD

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  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,

Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,

Defendants

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No. 04 - - CD

**COMPLAINT**

AND NOW COMES Plaintiffs, WILLIAM J. JONES and CINDY L. JONES, and  
by and through their attorney, James A. Naddeo, Esquire, set forth the following:

1. Plaintiffs are William J. Jones and Cindy L. Jones, husband and wife, who  
reside at 1389 Troy Hawk Run Highway, Philipsburg, Pennsylvania 16866.
2. That Defendant, Cabela's, is a Corporation with its principal place of business  
located at One Cabela Drive, Sidney, Nebraska 69160-9555. At all times material hereto,  
Defendant did business in Pennsylvania.
3. Defendant, Summit Specialties, Inc., is a Corporation with its principal place of  
business located at 715 Summit Drive, Decatur, Alabama 35601. At all times material  
hereto, Defendant did business in Pennsylvania.
4. At all times material hereto, the Defendants were in the business of supplying,  
distributing, manufacturing and/or selling tree stands. In furtherance of such business,  
Defendants acted by and through its agents and/or servants and/or employees who in turn  
were acting within the scope and course of their employment.

5. Prior to October 26, 2002, Plaintiff William J. Jones purchased a tree stand from Cabela's that was manufactured by Summit Specialties on October 27, 2001.

6. On October 26, 2002, Plaintiff William J. Jones was utilizing the tree stand when it collapsed causing him to fall to the ground.

7. As a result of the collapse of the tree stand and consequential fall to the ground, Plaintiff William J. Jones sustained injuries including a herniated disc of the lumbar spine requiring multiple surgeries.

**COUNT I**  
**NEGLIGENCE**

**Plaintiff William J. Jones v. Defendants Cabela's and Summit Specialties, Inc.**

8. Plaintiff incorporates by reference Paragraphs 1 through 7 of his Complaint with the same force and effect as through set forth at length.

9. All of the resultant losses, injuries and damages sustained by Plaintiff William J. Jones resulted directly and proximately from the reckless, wanton or negligent conduct of Defendants Cabela's and/or Summit Specialties, Inc. in the following particulars:

(a) failing to furnish the tree stand with adequate or proper warning of the danger of its tendency to collapse;

(b) failing to properly and/or adequately provide protective devices and/or safety feature on the tree stand to prevent such injuries; and/or

(c) failing to properly design the tree stand in order to avoid such injuries; and/or

(d) failing to adequately assemble and fabricate the tree stand in order to provide a safe tree stand; and/or

(c) failing to properly an/or adequately manufacture the tree stand in order to provide a safe tree stand; and/or

(f) failing to provide adequate warnings and/or cautions and/or directions concerning the limitations of the tree stand; and/or

(g) failing to properly and/or adequately design and/or fabricate and/or manufacture and/or sell and/or label and/or supply the tree stand in a safe condition; and/or

(h) failing to adequately and/or properly test and/or inspect the tree stand in order to provide a safe tree stand; and/or

(i) failing to provide and/or establish and or follow proper and/or adequate quality control methods in the manufacture of the tree stand so as to provide a safe tree stand; and/or

(j) failing to keep abreast of the state of the art in science, engineering and specific industry in connection with the design of the tree stand; and/or

(k) failing to disclose to purchasers or users that the tree stand was defectively and/or unreasonably designed, thereby making it dangerous to use; and/or

(l) failing to properly and/or adequately mark the product so that users would be aware that the support struts on the tree stand were welded to together; and/or

(m) failing to properly design and/or manufacture the tree stand to insure that the tree stand would not collapse; and/or

(n) failing to adequately, properly and/or completely supervise its personnel in the manufacture and assembly of the product; and/or



(o) failing to properly and/or adequately test or inspect the product in order to insure it proper working condition and/or stability; and/or

(p) failing to use that degree of care, skill, foresight and caution required under the circumstances and/or by the law of the Commonwealth of Pennsylvania.

10. As a direct and proximate result of the reckless, wanton or negligent conduct of Defendant Summit Specialties, Inc., Plaintiff William J. Jones has suffered the injuries set forth in Paragraph 7 above.

11. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones suffered and/or suffers and/or will continue to suffer from physical and/or mental anguish, pain, suffering and inconvenience.

12. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has suffered and may continue to suffer shock and injury to the nerves and the nervous system, and has suffered and may continue to suffer emotional distress.

13. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has been deprived and may continue to be deprived of the ordinary pleasures of life.

14. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has been compelled and/or is compelled and/or may continue to be compelled to expend monies for medical aid, medicines and the like.

15. As a direct and proximate result of the injuries sustained, Plaintiff William J. Jones has suffered and/or continues to suffer and/or may, in the future, suffer a loss of earnings and his earning power has been and/or may be diminished and lessened.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.

**COUNT II**  
**BREACH OF WARRANTY**

**Plaintiff William J. Jones v. Defendants Cabela's and Summit Specialties, Inc.**

16. Plaintiff William J. Jones hereby incorporates by reference Paragraphs 1 through 15 with the same force and effect as if set forth at length.

17. All of the resultant losses, damages and injuries sustained by Plaintiff resulted directly and proximately from Defendant Summit Specialties, Inc. breach of express and/or implied warranties of merchantability of fitness for a particular purpose in the following particulars:

(a) Defendants did not have the tree stand adequately, properly and/or timely tested prior to its use; and/or

(b) the tree stand was not of fair, average quality in the trade in which Defendants dealt; and/or

(c) the tree stand was not fit for the ordinary purpose for which the product is customarily used; and/or

(d) the Defendants knew or should have known that the tree stand was dangerous and likely to cause damage to users; and/or

(e) the tree stand was not of merchantable quality and was not in conformity, insofar as safety is concerned, with products used in a normal course of business; and/or

(f) the Defendants knew or should have known that in order to make the tree stand safe for use, it should have been provided with appropriate safety devices and/or safety feature; and/or

(g) the Defendants knew or should have known, that due to the inherently dangerous nature of the design of the product, they should have provided warnings on the tree stand to protect users; and/or

(h) that the product was not properly and adequately tested and/or inspected by the Defendants in order to provide a safe product; and/or

(i) the Defendants did not provide, establish or follow proper and adequate quality control methods in the manufacture of the tree stand so as to provide a safe product; and/or

(j) the Defendants did not keep abreast of the state of the art in the science and engineering of the industry involving labeling and/or construction of the tree stand; and/or

(k) the Defendants did not disclose to the users of the tree stand, such as Plaintiff William J. Jones, that the product was defectively and/or unreasonably designed, thereby making the tree stand dangerous to use; and/or

(l) the Defendants knew or should have known that Plaintiff William J. Jones was relying upon the expertise of the Defendant in designing, fabricating, manufacturing, labeling and/or supplying the tree stand; and/or

(m) in expressly or impliedly warranting that the tree stand was properly and/or adequately tested and inspected when the same was properly and/or adequately tested and inspected when the same was not true; and/or

(n) in expressly or impliedly warranting that the tree stand was safe for use; and/or

(o) in expressly or impliedly misrepresenting that the tree stand was safe for use; and/or

(p) in expressly or impliedly warranting that the tree stand that the tree stand was safe for use in compliance with the safety standards of the industry and of the federal government and the state, county and city governments insofar as said safety standard govern the design, fabrication and manufacture of said products.

18. As a direct and proximate result of the breach of these express and/or implied warranties, Plaintiff William J. Jones has suffered the injuries set forth in Paragraph 7 above and damages as set forth in Paragraphs 11 through 15 above.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.

**COUNT III**  
**STRICT LIABILITY**

**Plaintiff William J. Jones v. Cabela's and Summit Specialties, Inc.**

19. Plaintiff William J. Jones hereby incorporates paragraphs 1 through 18 of this Complaint with the same force and effect as though set forth at length.

20. All of the resultant losses, damages and injuries sustained by Plaintiff resulted directly and proximately from the conduct of Defendants subjecting themselves to strict liability in the following particulars:

(a) In the regular course of manufacturing, designing and fabricating the tree stand, Defendant Summit Specialties, Inc., failed to properly and adequately design, manufacture and fabricate the tree stand; and

(b) Defendant Summit Specialties, Inc., in regular course of manufacturing, designing, fabricating and inspecting the tree stand, placed the product in a factory in an unreasonably dangerous condition; and

(c) Defendant Cabela's, in regular course of selling and inspecting the tree stand, placed the defective product on the market in an unreasonably dangerous condition; and

(d) The aforementioned tree stand was defective when it left the control of the Defendants in that it was not safe for the reasonably foreseeable and intended use; and

(e) The defective condition of the product directly and proximately caused the tree stand to collapse injuring Plaintiff William J. Jones as described in Paragraph 7 above;

(f) at the time of the accident, Plaintiff was using the product as intended by Defendant.

21. As a result of the above injuries, Plaintiff sustained the damages set forth in Paragraphs 11 through 15 above.

WHEREFORE, Plaintiff William J. Jones claims of Defendants Cabela's and Summit Specialties, Inc. damages in an amount in excess of \$25,000, exclusive of interests and costs.

COUNTY IV  
LOSS OF CONSORTIUM

Plaintiff Cindy L. Jones v. Defendants Cabela's and Summit Specialties, Inc.

22. Plaintiff Cindy L. Jones incorporates by reference Paragraphs 1 through 21 of this Complaint with the same force and effect as if set forth at length.

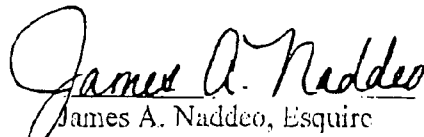
23. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been and/or may be compelled to expend monies for medical aid, medicines and the like in an effort to cure him.

24. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been compelled to expend monies for hiring help to perform the duties of the household previously performed by her husband.

25. As a result of the injuries to her husband, Plaintiff Cindy L. Jones has been and/or will be deprived of her husband's aid, comfort, society, companionship and affection.

26. As a direct and proximate result of the injuries to her husband, Plaintiff Cindy L. Jones has suffered and/or continues to suffer from her husband's loss of earnings and/or earning capacity and/or may in the future suffer from his loss of earnings and/or earning capacity.

WHEREFORE, Plaintiff Cindy L. Jones claims of Defendants, Cabela's and Summit Specialties, Inc., damages in an amount in excess of \$25,000, exclusive of interests and costs.

  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

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

WILLIAM J. JONES and  
CINDY L. JONES, husband  
and wife,  
Plaintiffs

vs.

CABELAS'S and SUMMIT  
SPECIALTIES, INC.,  
Defendants

\*  
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\*  
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\*

No. 04 - - CD

CERTIFICATE OF SERVICE

I, James A. Naddco, Esquire, do hereby certify that a certified copy of Complaint  
was served on the following and in the following manner on the 9th day of August, 2005:

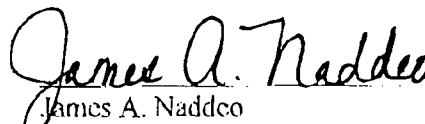
First-Class Mail, Postage Prepaid

And by

Certified Mail, Addressee Only, Return Receipt Requested

Cabela's  
One Cabela Drive  
Sidney, Nebraska 69160-9555

Summit Specialties, Inc.  
715 Summit Drive  
Decatur, Alabama 35601

  
James A. Naddco  
Attorney for Plaintiffs

Before me, the undersigned officer, personally appeared WILLIAM J. JONES, who being duly sworn according to law, depose and state that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

William J. Jones  
William J. Jones

SWORN and SUBSCRIBED before me this 9<sup>th</sup> day of August, 2005.

Anna C. Lee

