

04-2003-CD
HORIZON PUBLICATIONS, INC. vs. NICOLE WILSONCROFT

Date: 05/18/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:14 AM

ROA Report

Page 1 of 1

Case: 2004-02003-CD

Current Judge: Fredric Joseph Ammerman

Horizon Publications, Inc. vs. Nicole Wilsoncroft

Civil Other

Date	Selected Items	Judge
04/24/2006	Order NOW, this 21st day of April, 2006 following Pre-Trial Conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows: 1. Non-Jury Trial is scheduled for Thursday, May 18, 2006 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 2. The Court notes that the Plaintiff has withdrawn any request for relief of in the form of economic damages. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: P. Colavecchi and Noble.	Fredric Joseph Ammerman
04/28/2006	Motion For Continuance, filed by s/ Paul Colavecchi, Esquire. 1CC to Atty	Fredric Joseph Ammerman
05/03/2006	Reply to Motion for Continuance, filed by s/ Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
	Rescheduling Order, NOW, this 2nd day of May, 2006, Ordered that trial scheduled for May 18, 2006 at 9:00 a.m. be rescheduled to the 26th of May, 2006, at 9:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman	Fredric Joseph Ammerman

Date: 09/15/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 11:56 AM

ROA Report

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Case: 2004-02003-CD

Current Judge: Fredric Joseph Ammerman

Horizon Publications, Inc. vs. Nicole Wilsoncroft

Civil Other

Date		Judge
12/20/2004	New Case Filed.	No Judge
	X Filing: Civil Complaint Paid by: Colavecchi, Paul (attorney for Horizon Publications, Inc.) Receipt number: 1892374 Dated: 12/20/2004 Amount: \$85.00 (Check) 3 CC to Atty.	No Judge
01/24/2005	X Answer and New Matter filed by s/ Theron G. Noble, Esquire. No CC	No Judge
01/26/2005	X First Amended Complaint, filed by s/ Paul Colavecchi, Esquire. 2CC Atty P. Colavecchi	No Judge
02/04/2005	X Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm \$30.37 Sheriff Hawkins paid by Attorney	No Judge
02/09/2005	X Stipulation, filed. By s/ Paul Colavecchi, Esquire. No CC	No Judge
02/10/2005	X Reply To New Matter, filed by s/ Paul Colavecchi, Esquire. 2CC to Atty	No Judge
07/22/2005	X Motion to Compel Answers to Interrogatories Directed to Defendant, Nicole Wilsoncroft, filed by s/Paul Colavecchi, Esq. Three CC Attorney P. Colavecchi	No Judge
07/27/2005	X Rule, this 26th day of July, 2005, upon consideration of the foregoing Motion to Compel Answers to Interrogatories Directed to Defendant, a Rule is issued upon the defendant. Rule Returnable the 23rd day of August, 2005 at 9:00 a.m. at the Clfd. Co. Courthouse, Courtroom Number 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3cc Atty P. Colavecchi	Fredric Joseph Ammerman
07/29/2005	X Praecipe to Withdraw Motion to Compel Answers to Interrogatories Directed to Defendant, filed by s/Paul Colavecchi, Esq. Two CC Attorney P. Colavecchi	Fredric Joseph Ammerman
08/19/2005	X Motion to Compel Answers to Interrogatories, filed by s/Paul Colavecchi, Esq. Two CC Atty Colavecchi	Fredric Joseph Ammerman
08/23/2005	X Rule, this 23rd day of August, 2005, upon consideration of the Motion to Compel Answers to Interrogatories Directed to Def., a Rule is issued upon the Defendant. Rule Returnable the 20th day of September, 2005 at 9:00 a.m. at the Clfd. Co. Courthouse, Courtroom Number 1. By The Court: /s/ Fredric Ammerman, Pres. Judge. 2CC Atty P. Colavecchi	Fredric Joseph Ammerman
09/07/2005	X Motion To Compel, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
	X Motion For Continuance, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
	X Reply To Motion To Compel, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
09/08/2005	X Rule To Show Cause, NOW, this 8th day of September, 2005, upon consideration of the Defendant's Motion to Compel, Rule is issued upon Plaintiff. Rule Returnable for filing written response is set for the 28th day of Sept., 2005 and argument on the Motion set for the 3rd day of October, 2005 at 11:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty Noble	Fredric Joseph Ammerman
09/09/2005	X Order AND NOW this 8th day of September 2005, Defendant's request for a continuance, as to the argument scheduled for September 20, 2005, commencing at 9:00 a.m., concerning Plaintiff's Motion to Compel is hereby GRANTED. The same is re-scheduled for the 3rd of October 2005, commencing at 11:00 a.m. BY THE COURT: /s/ Fredric J. Ammerman. 2CC Atty Noble.	Fredric Joseph Ammerman
09/12/2005	X Plaintiff's Reply to New Matter, filed by s/ Paul Colavecchi Esq. 2CC Atty.	Fredric Joseph Ammerman

Civil Other	
Date	Judge
02/08/2005 ✓	Fredric Joseph Ammerman
Sandra J. Shomo, on the 8th day of Feb., 2005, upon Suzanne Bigelow-Cherry, Esquire. Filed by s/ James A. Naddo, Esquire. No CC	
Certificate of Service, certified copy of Notice of Taking Deposition of James E. Shomo, on the 8th day of Feb., 2005, upon Suzanne Bigelow-Cherry, Esquire, and James E. Shomo. Filed by s/ James A. Naddo, Esquire. No CC	
04/12/2005 ✓	Fredric Joseph Ammerman
Certificate of Service Notice of Taking Deposition of Sandra J. Shomo on 12th day of April, 2005. Filed by s/ James A. Naddo, Esq. No CC	
06/06/2005 ✓	Fredric Joseph Ammerman
Motion For Summary Judgment, filed by s/James A. Naddo, Esquire. 1CC Atty. Naddo	
Praecipe to File Deposition as Part of Record, filed by s/ James A. Naddo, Esquire. No CC	
06/09/2005	Fredric Joseph Ammerman
Deposition Transcript of Sandra J. Shomo, May 9, 2005, filed.	
06/09/2005	Fredric Joseph Ammerman
Order, NOW, this 9th day of June, 2005, it is the ORDER of this Court that Plaintiff's Motion for Summary Judgment is scheduled for the 13th day of July, 2005 at 2:00 p.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Naddo	
06/27/2005	Fredric Joseph Ammerman
Defendant's Reply to Plaintiff's Motion for Summary Judgment, filed by s/ Suzanne Bigelow-Cherry, Esquire. No CC	

Date: 03/02/2006

Clearfield County Court of Common Pleas

User: LBENDER

Time: 03:33 PM

ROA Report

Page 1 of 1

Case: 2004-02003-CD

Current Judge: Fredric Joseph Ammerman

Horizon Publications, Inc. vs. Nicole Wilsoncroft

Civil Other

Date	Selected Items	Judge
09/14/2005	✓ Answer to Defendant's Motion to Compel filed by s/ Paul Colavecchi Esq. 3CC Atty P. Colavecchi.	Fredric Joseph Ammerman
09/15/2005	✓ Certificate of Service, filed. I did mail a true and correct copy of the September 8th ORDERS entered upon Defendant's Motion to Compel and Motion for Continuance to Paul Colavecchi Esq., on September 14, 2005, filed by s/ Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
10/05/2005	✓ Order NOW, this 3rd day of October, 2005, following argument on the Defendant's Motion to Compel filed on September 7, 2005, it is the ORDER of this Court as follows: Plaintiff's Motion in regard to criminal record information on David Radler is hereby granted, and regard to the second issue contained therein, the Plaintiff shall provide the Defense with a true and correct copy of the asset purchase agreement dated April 5, 2004, but shall be permitted to redact the consideration provisions as set forth in paragraph 2, page 3. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: P. Colavecchi and Noble.	Fredric Joseph Ammerman
	✓ Order NOW, this 3rd day of October, 2005, following argument on the Motion to Compel Answers to Interrogatories filed on August 19, 2005, on behalf of the Plaintiff; the Court believing that the information requested is relevant concerning the action involving claims of noncompetition, it is the ORDER of this Court that said Motion be and is hereby granted and the Defendant provide full and complete answers to Interrogatories 12-A and 32-A, B and C. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: P. Colavecchi and Noble.	Fredric Joseph Ammerman
01/30/2006	✓ Certificate of Readiness filed by Atty Colavecchi no cert. copies. copy to C/A Request for 1 day of Non Jury Trial.	Fredric Joseph Ammerman

Date: 02/02/2006

Clearfield County Court of Common Pleas

User: LBENDER

Time: 11:38 AM

Hearings by Judge

Page 1 of 3

CT COMMON PLEAS, Prothonotary CT Location Only

All Case Types

From 02/06/2006 08:00 AM to 02/10/2006 05:00 PM

Paul E. Cherry

Begin Date and Time End Date and Time

02/07/2006 09:00 AM 02/07/2006 11:00 AM

Appointment Description: In re: Adoption of Dakota Gordon
No. 2936

02/08/2006 08:30 AM 02/08/2006 04:00 PM

Appointment Description: DRO DuBois Office

02/08/2006 09:00 AM 02/08/2006 12:00 PM **Michael J. Lynch vs. Gabrielle B. Lynch**

Case: 2002-00415-CD

Mediation Conference

Courtroom:

Plaintiff: Lynch, Michael J.

Attorney: Milgrub, Richard H.

Defendant: Lynch, Gabrielle B.

Days to Speedy Trial:

Speedy Trial Date:

Attorney: Ryan, John R.

Attorney: Shaw, Jennifer L.

02/09/2006 09:00 AM 02/09/2006 09:00 AM **Chasidy R. Jensen vs. Justin T. Fishel**

Case: 2006-00027-CD

Custody Conference

Courtroom:

Plaintiff: Jensen, Chasidy R.

Attorney: Robbins, Laura Esq

Defendant: Fishel, Justin T.

Days to Speedy Trial:

Speedy Trial Date:

02/09/2006 10:00 AM 02/09/2006 10:00 AM **Betty D. Demkovs. Earl Iraca**

Case: 2005-01572-CD

Pre-Trial Conference

Courtroom:

Hearing on Motion for Partition of Real Estate

Plaintiff: Demko, Betty D.

Attorney: Gearhart, R. Denning

Defendant: Iraca, Earl

Days to Speedy Trial:

Speedy Trial Date:

Attorney: Mason, David C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3 CC
10/31/03 6:01 PM
DEC 20 2004
William A. Shaw
Prothonotary/Clerk of Courts
Atty Colavecchi
Atty pd. 85.00

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - - CD
NICOLE WILSONCROFT, :
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.

DAVID S. MOHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-261 (Ext. 5982)

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - - CD
NICOLE WILSONCROFT, :
Defendant :

COMPLAINT

Horizon Publications, Inc., Plaintiff in the above-captioned action, through its Attorney, Paul Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is Horizon Publications, Inc., a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principle place of business at 1120 North Carbon, Suite 100, Marion, Illinois, 62959.

2. Defendant is Nicole Wilsoncroft, an individual, having a mailing address of 416 Bigler Avenue, Clearfield, Pennsylvania, 16830.

3. At all relevant times, Plaintiff has been in the business of newspaper printing and advertising in the Elk County and Clearfield County environs, areas and jurisdiction. Beginning on

July 18, 2003 and continuing until on or about April 5, 2004, Defendant was employed by Ogden Newspapers of Pennsylvania, Inc. as an advertising representative and worked on a publication entitled the "Ultimate Shopper".

4. While in the employ of Ogden Newspapers of Pennsylvania, Inc., Defendant executed an Employment Agreement dated July 18, 2003, a copy of which is attached hereto marked Exhibit "A".

5. The Employment Agreement dated July 18, 2003 between Defendant and Ogden Newspapers of Pennsylvania, Inc. included a non-competition provision in Paragraph 6 which states:

"6. Noncompetition. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement for any reason or for no reason at all (the "Noncompetition Period"), Employee shall not engage directly or indirectly within one hundred fifty (150) miles of the main United States Post Office of Ridgway, Pennsylvania, whether as principal or as agent, officer, director, employee, franchise, consultant, shareholder, or otherwise, alone or in association with any other person, corporation or the entity in any business with a revenue stream derived from advertising and/or any other business engaged in a business similar to that conducted by Company."

6. In April of 2004, Plaintiff acquired certain assets from Ogden Newspapers of Pennsylvania, Inc.; specifically, the business of the Ultimate Shopper publication. In connection with the Asset Purchase Agreement between Plaintiff and Ogden Newspapers of Pennsylvania, Inc., Plaintiff purchased certain Employment Agreements by and between Ogden Newspapers of Pennsylvania, Inc. and the employees of the Ultimate Shopper.

7. At the time of acquisition, Plaintiff did not offer employment to all employees of Ogden Newspapers of Pennsylvania, Inc. who worked on the Ultimate Shopper publication. Those who were not offered employment signed separate agreements in which they agreed to receive payment of their salary for six (6) months with the condition that they were still obligated under the noncompetition clause of their Employment Agreement with Ogden Newspapers of Pennsylvania, Inc. The Defendant was not offered employment by Plaintiff and she signed one of the aforementioned agreements.

8. An Agreement and General Release between HPC of Pennsylvania, Shop-Right, Ultimate Shopper, and/or any related or affiliated companies and Defendant was executed on April 9, 2004 by

Defendant. Pursuant to said Agreement, Defendant acknowledged that she ".....is and will continue to be bound by a certain noncompetition agreement signed on July 18, 2004" and paid "....an amount equal to six months salary minus all standard deductions as required for FICA, federal and state withholding". A copy of said Agreement and General Release is attached hereto marked Exhibit "B".

9. Some time after April 9, 2004 and within six (6) months from that time, Defendant acting on her own behalf began engaging in business activities which are in direct violation of the Agreement under which she agreed to be bound. Defendant accepted employment with "The Big Book" and has been seeking advertisements for said employer well within the one hundred fifty (150) mile radius as specified in said Agreement.

10. Further, in addition to working in the field of advertising within the one hundred fifty (150) mile radius, Defendant has been soliciting clients of Plaintiff.

11. Upon information and belief, Defendant continues to compete with Plaintiff in the same geographical area in which she agreed not to conduct business pursuant to the noncompete agreement.

12. Plaintiff will suffer irreparable harm and injury and if the actions of Defendant are not enjoined, including but not limited to, the loss of clients, profits, business reputation and market share.

**COUNT I
BREACH OF CONTRACT**

Paragraphs 1 through 12 are incorporated herein by reference thereto.

13. Upon information and belief, Defendant continues to compete with Plaintiff in the same geographical area which she was assigned pursuant to her contract of employment.

14. Defendant's actions, as described above, constitute material breaches of Paragraph 6 of her Employment entered into on July 18, 2003 and breaches Paragraph 3 of the Agreement and General Release entered into on April 9, 2004.

15. As a result of said actions, Plaintiff has suffered and will continue to suffer immediate and irreparable harm for which Plaintiff has no adequate remedy of law.

16. Said wrongful acts will continue unless enjoined.

WHEREFORE, Plaintiff demands judgment against Defendant and relief as follows:

- a. Permanent injunctive relief enjoining Defendant's continuing violation of the Agreement and General Release with Plaintiff and continued contact with Plaintiff's customers; and
- b. An award of reasonable attorney's fees and costs; and
- c. Such other relief as this Honorable Court deems appropriate.

COUNT II

TORTIOUS INTERFERENCE WITH CONTRACT

Paragraphs 1 through 16 are incorporated herein by reference thereto.

17. Upon information and belief, Defendant's actions have encouraged and persuaded other former employees of Ogden Newspapers of Pennsylvania, Inc. who are also bound by an identical agreement to circumvent the noncompete provisions of their contracts with Plaintiff.

18. Said acts of Defendant continue to be without privilege, or otherwise wrongful and tortious are in complete disregard of the

rights of Plaintiff and are intended to only benefit Defendant, to the complete detriment of Plaintiff.


19. As a result of said actions of Defendant, Plaintiff has suffered and will continue to suffer immediate and irreparable harm for which Plaintiff has no adequate remedy of law. Said wrongful acts will continue unless enjoined.

WHEREFORE, Plaintiff demands judgment against Defendant and relief as follows:

a. Permanent injunctive relief enjoining Defendant's continued tortious interference with Plaintiff's contractual relations;

b. An award of reasonable attorney's fees and costs;
and

c. Such other relief as this Honorable Court deems appropriate.

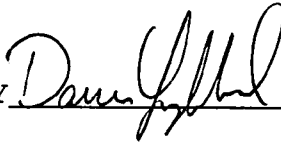

PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
814/765-1566

VERIFICATION

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

HORIZON PUBLICATIONS, INC.

BY

A handwritten signature in dark ink, appearing to read "Daniel J. [unclear]", written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL ACTION No. 04- -CD	
HORIZON PUBLICATIONS, INC. Plaintiff	vs.
NICOLE WILSONCROFT Defendant	
C O M P L A I N T	
NOTICE TO DEFENDANT: YOU are hereby notified that you are required to file an answer to the within Complaint within twenty (20) days after service upon you or judgment may be entered against you.	
PAUL COLAVECCHI, ESQUIRE Attorney for Plaintiff	
COLAVECCHI RYAN & COLAVECCHI ATTORNEYS AT LAW 221 EAST MARKET STREET (ACROSS FROM COURTHOUSE) P. O. BOX 131 CLEARFIELD, PA 16830	

FILED

DEC 20 2004

William A Shaw
 Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

No. 04- 2003 -CD

Type of Pleading:

ANSWER & NEW MATTER

Filed By:

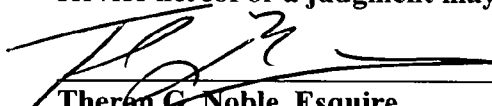
Defendant

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

To: Horizon Publication, Inc., Plaintiff

**You are hereby notified to file a written response to the enclosed
ANSWER & NEW MATTER within twenty (20) days from
service hereof or a judgment may be entered against you.**


Theron G. Noble, Esquire
Attorney for Defendant

FILED 616
10/1/16
JAN 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

1. After reasonable investigation, the same can not either be admitted or denied and strict proof is demanded at time of trial.
2. Admitted, denied in part. Defendant's current address is 910 Village Road, Clearfield, Clearfield County, Pennsylvania 16830. All else is ADMITTED.
3. Admitted in part, Denied in part. Defendant believes and therefore avers that she was employed by The Ultimate Shopper, Inc., during July 18, 2003 through April 5, 2004, the time frame referenced, being a separate entity owned wholly by Ogden Newspapers of Pennsylvania, Inc.. All else is admitted.
4. Admitted in part, Denied in part. First, as above stated, Defendant believes she was in fact employed by the Ultimate Shopper, Inc., not Ogden Newspapers of Pennsylvania, Inc., during the above referenced time frame. Secondly, on the copy of the Civil Complaint provided to Defendant no such copy was attached. Defendant does admit that she did sign such an agreement, but since no copy was attached can not admit as herein stated.
5. Admitted.

6. After reasonable investigation, the same can not be admitted nor denied and strict proof of the same is demanded at time of trial. By way of further response, Defendant does not contest that Plaintiff entered into some type of transaction with either Ogden Newspapers of Pennsylvania, Inc., and/or The Ultimate Shopper, Inc., during the relevant time period in that Plaintiff assumed control of The Ultimate Shopper's business. However, Defendant was not privy as to the exact nature or structure of said transaction and is therefore unable for purposes of this litigation to admit or deny the details of that transaction.

7. Admitted in part, denied in part. As to this answering defendant, she admits that she was not offered employment and was asked to sign, and did sign a General Release with Plaintiff. Defendant is unable to respond as to what transpired with other employees.

8. In that no Exhibit "B" was attached to the copy of the Civil Complaint provided to Defendant, she can not admit for purposes of this litigation that what was attached, if anything, to the original complaint, is a true and correct copy of the Agreement signed by Defendant. By way of further response, Defendant would note that if Plaintiff produces or has produced a true and correct copy of said Agreement, the same would speak for itself such that no response would be needed in any event.

9. Denied. It is strictly denied that Defendant has violated any such agreement and strict proof of the same is demanded at time of trial. It is Admitted that Defendant accepted employment with "The Big Book" and is working on the same within the 150 mile radius.

10. After reasonable investigation, Defendant is unable to admit or deny the same and strict proof of the same is demanded at time of trial. By way of further response, although it is true that some of the advertisers in "The Big Book" also advertised in "The Ultimate Shopper" when Defendant was so employed, given her lack of involvement with The Ultimate Shopper since her termination she does not know whether they are current advertisers as herein alleged. As such, strict proof of the same is demanded at time of trial.

11. Denied. It is strictly denied that The Big Book, Defendant's current employer, competes with Plaintiff. Strict proof of the same is demanded at time of trial.

12. Denied. In that there is not a competition between The Big Book and The Ultimate Shopper, it is strictly denied that Defendant's action will cause Plaintiff to suffer any damages let alone the damages as set forth herein. Strict proof of the same is demanded at time of trial.

Count I: Breach of Contract

13. Denied. As before, Defendant denies that The Big Book and The Ultimate Shopper compete

with one another. Strict proof of the same is demanded at time of trial.

14. Denied. For the reasons set forth herein, it is strictly Denied that Defendant has either breached, or materially breached, the agreements. Strict proof of the same is demanded at time of trial.

15. Denied. In that there is not a competition between The Big Book and The Ultimate Shopper, it is strictly denied that Defendant's action will cause Plaintiff to suffer any damages let alone irreparable damages as claimed herein. Strict proof of the same is demanded at time of trial.

16. Denied. It is Denied that the same are "wrongful" acts. Strict proof of the same is demanded at time of trial.

WHEREFORE, Defendant requests as follows:

A) Plaintiff's request for injunctive relief be denied;

B) She be awarded her reasonable attorney's fees;

C) Costs of suit; and

D) Any other relief deemed equitable by this Honorable Court.

Count II: Tortious Interference with Contract

17. Denied. Defendant has neither encouraged nor persuaded others to circumvent any agreement with Plaintiff. Strict proof of the same is demanded at time of trial.

18. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, it is strictly denied that Defendant has in any way acted wrongfully or tortiously and strict proof is demanded at time of trial.

19. Denied. As before, it is strictly denied that Plaintiff has in any way suffered any harm, let alone irreparable harm, by the actions of Defendant. Strict proof of the same is demanded at time of trial.

WHEREFORE, Defendant requests as follows:

- A) Plaintiff's request for injunctive relief be denied;**
- B) She be awarded her reasonable attorney's fees;**
- C) Costs of suit; and**
- D) Any other relief deemed equitable by this Honorable Court.**

NEW MATTER

- 20. Shortly after Defendant was terminated by the Plaintiff, she was offered employed with a car dealership in the Clearfield Area, wherein Defendant would primarily be a car salesman and would also be in charge of doing the lay out of advertisements for the dealership.
- 21. Upon being so offered such employment, she contacted Plaintiff and inquired whether the same would be permissible.
- 22. Plaintiff informed Defendant that since she would be doing "advertisement" she could not be so employed.
- 23. That, upon information and belief, Plaintiff lacks standing and or privity of contract to assert contractual rights which belong to Ogden Newspapers of Pennsylvania, Inc..
- 24. That the agreement between Defendant and Ogden Newspapers of Pennsylvania, Inc., which is claimed to have been assigned to Plaintiff, requires that Defendant not compete with Ogden.
- 25. Since Ogden is no longer in the business, Defendant is not competing with Ogden.
- 26. Furthermore, even if Ogden were still in their business, or if Plaintiff has some how been assigned the contractual benefit which belongs to Ogden, Defendant's acts are in no way competitive with those of the Ultimate Shopper and therefore Plaintiff has not suffered any damages as herein alleged or which were intended to be prevented by the contract with Ogden Newspapers of Pennsylvania, Inc..

27. That the agreement with Ogden Newspapers of Pennsylvania, Inc., fails for lack of consideration and or inadequate consideration.

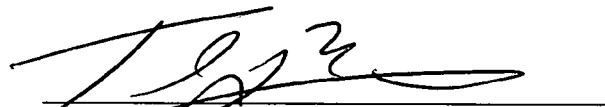
28. That the Agreements signed by Defendant are unenforceable in that the activity which is restricted, "...in any business with a revenue stream derived from advertising...", renders her unemployable in any business as any business derives revenue from advertising and are therefore unreasonable given the broad nature of the restricted activity.

29. That the territorial limit, that of 150 radius, is extremely and unduly restrictive such that the same can not be enforced.

WHEREFORE, Defendant requests as follows:

- A) Plaintiff's request for injunctive relief be denied;**
- B) She be awarded her reasonable attorney's fees;**
- C) Costs of suit; and**
- D) Any other relief deemed equitable by this Honorable Court.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

Nicole K. Wilsoncroft
Nicole Wilsoncroft, Defendant

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

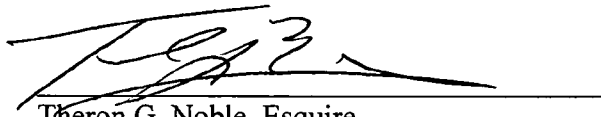
No. 04- 2003 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire of Ferraraccio & Noble, counsel for defendant, does hereby certify this 21st day of January, 2005, that I did mail a true and correct copy of Defendant's ANSWER & NEW MATTER to the below indicated person, at said address, being counsel of record for the Plaintiff, by depositing the same in the United States Mail, first class, postage prepaid:

Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

FIRST AMENDED COMPLAINT

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED⁶⁴
JAN 26 2004
013:19/01
Att'y P. Colavecchi

William A. Shaw
Prothonotary, Clerk of Courts

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
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.

DAVID S. MOHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-261 (Ext. 5982)

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

FIRST AMENDED
COMPLAINT

Horizon Publications, Inc., Plaintiff in the above-captioned action, through its Attorney, Paul Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is Horizon Publications, Inc., a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principle place of business at 1120 North Carbon, Suite 100, Marion, Illinois, 62959.

2. Defendant is Nicole Wilsoncroft, an individual, having a mailing address of 416 Bigler Avenue, Clearfield, Pennsylvania, 16830.

3. At all relevant times, Plaintiff has been in the business of newspaper printing and advertising in the Elk County and Clearfield County environs, areas and jurisdiction. Beginning on

July 18, 2003 and continuing until on or about April 5, 2004, Defendant was employed by Ogden Newspapers of Pennsylvania, Inc. as an advertising representative and worked on a publication entitled the "Ultimate Shopper".

4. While in the employ of Ogden Newspapers of Pennsylvania, Inc., Defendant executed an Employment Agreement dated July 18, 2003, a copy of which is attached hereto marked Exhibit "A".

5. The Employment Agreement dated July 18, 2003 between Defendant and Ogden Newspapers of Pennsylvania, Inc. included a non-competition provision in Paragraph 6 which states:

"6. Noncompetition. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement for any reason or for no reason at all (the "Noncompetition Period"), Employee shall not engage directly or indirectly within one hundred fifty (150) miles of the main United States Post Office of Ridgway, Pennsylvania, whether as principal or as agent, officer, director, employee, franchise, consultant, shareholder, or otherwise, alone or in association with any other person, corporation or the entity in any business with a revenue stream derived from advertising and/or any other business engaged in a business similar to that conducted by Company."

6. In April of 2004, Plaintiff acquired certain assets from Ogden Newspapers of Pennsylvania, Inc.; specifically, the business of the Ultimate Shopper publication. In connection with the Asset Purchase Agreement between Plaintiff and Ogden Newspapers of Pennsylvania, Inc., Plaintiff purchased certain Employment Agreements by and between Ogden Newspapers of Pennsylvania, Inc. and the employees of the Ultimate Shopper.

7. At the time of acquisition, Plaintiff did not offer employment to all employees of Ogden Newspapers of Pennsylvania, Inc. who worked on the Ultimate Shopper publication. Those who were not offered employment signed separate agreements in which they agreed to receive payment of their salary for six (6) months with the condition that they were still obligated under the noncompetition clause of their Employment Agreement with Ogden Newspapers of Pennsylvania, Inc. The Defendant was not offered employment by Plaintiff and she signed one of the aforementioned agreements.

8. An Agreement and General Release between HPC of Pennsylvania, Shop-Right, Ultimate Shopper, and/or any related or affiliated companies and Defendant was executed on April 9, 2004 by

Defendant. Pursuant to said Agreement, Defendant acknowledged that she ".....is and will continue to be bound by a certain noncompetition agreement signed on July 18, 2004" and paid "....an amount equal to six months salary minus all standard deductions as required for FICA, federal and state withholding". A copy of said Agreement and General Release is attached hereto marked Exhibit "B".

9. Some time after April 9, 2004 and within six (6) months from that time, Defendant acting on her own behalf began engaging in business activities which are in direct violation of the Agreement under which she agreed to be bound. Defendant accepted employment with "The Big Book" and has been seeking advertisements for said employer well within the one hundred fifty (150) mile radius as specified in said Agreement.

10. Further, in addition to working in the field of advertising within the one hundred fifty (150) mile radius, Defendant has been soliciting clients of Plaintiff.

11. Upon information and belief, Defendant continues to compete with Plaintiff in the same geographical area in which she agreed not to conduct business pursuant to the noncompete agreement.

12. Plaintiff will suffer irreparable harm and injury and if the actions of Defendant are not enjoined, including but not limited to, the loss of clients, profits, business reputation and market share.

**COUNT I
BREACH OF CONTRACT**

Paragraphs 1 through 12 are incorporated herein by reference thereto.

13. Upon information and belief, Defendant continues to compete with Plaintiff in the same geographical area which she was assigned pursuant to her contract of employment.

14. Defendant's actions, as described above, constitute material breaches of Paragraph 6 of her Employment entered into on July 18, 2003 and breaches Paragraph 3 of the Agreement and General Release entered into on April 9, 2004.

15. As a result of said actions, Plaintiff has suffered and will continue to suffer immediate and irreparable harm for which Plaintiff has no adequate remedy of law.

16. Said wrongful acts will continue unless enjoined.

WHEREFORE, Plaintiff demands judgment against Defendant and relief as follows:

- a. Permanent injunctive relief enjoining Defendant's continuing violation of the Agreement and General Release with Plaintiff and continued contact with Plaintiff's customers; and
- b. An award of reasonable attorney's fees and costs; and
- c. Such other relief as this Honorable Court deems appropriate.

COUNT II

TORTIOUS INTERFERENCE WITH CONTRACT

Paragraphs 1 through 16 are incorporated herein by reference thereto.

17. Upon information and belief, Defendant's actions have encouraged and persuaded other former employees of Ogden Newspapers of Pennsylvania, Inc. who are also bound by an identical agreement to circumvent the noncompete provisions of their contracts with Plaintiff.

18. Said acts of Defendant continue to be without privilege, or otherwise wrongful and tortious are in complete disregard of the

rights of Plaintiff and are intended to only benefit Defendant, to the complete detriment of Plaintiff.


19. As a result of said actions of Defendant, Plaintiff has suffered and will continue to suffer immediate and irreparable harm for which Plaintiff has no adequate remedy of law. Said wrongful acts will continue unless enjoined.

WHEREFORE, Plaintiff demands judgment against Defendant and relief as follows:

a. Permanent injunctive relief enjoining Defendant's continued tortious interference with Plaintiff's contractual relations;

b. An award of reasonable attorney's fees and costs;
and

c. Such other relief as this Honorable Court deems appropriate.


PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
814/765-1566

VERIFICATION

I, Paul Colavecchi, Esquire, Attorney and Agent for Horizon Publications, Inc., verify that the statements made in this First Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



PAUL COLAVECCHI, ESQUIRE

JUL 18. 2003 11:38AM

STEPTOE&JOHNSON CLKG

NO. 6598 P. 2/43

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between NICOLE WILSONCROFT, an individual residing at 4116 Bigler Avenue Clearfield PA 16830 ("Employee") and OGDEN NEWSPAPERS OF PENNSYLVANIA, INC. ("Company"), as of the 18th day of July, 2003.

WHEREAS, Company was formed for the purpose of engaging in a publishing business (the "Company"); and

WHEREAS, Company desires to hire Employee; and

WHEREAS, Employee desires to accept employment with the Company; and

WHEREAS, the parties desire to set forth their agreement in writing.

NOW, THEREFORE, with the foregoing recitals incorporated by reference and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Employment. The Company hereby agrees to employ Employee, and Employee hereby accepts such employment, subject to the terms and conditions set forth herein.
2. Duties. Employee shall devote his/her full working time, efforts and attention to discharging his/her duties and responsibilities under this Agreement. Employee shall perform such duties as determined from time-to-time by the Company. Employee shall comply with all laws, rules and regulations applicable to the Company and with the Company's policies, as adopted from time-to-time.

CL3632161

EXHIBIT "A"

JUL 18. 2003 11:39AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 3/43

3. Compensation and Benefits.

(a) Salary. The Company shall pay to Employee for performance of all duties under this Agreement a starting weekly salary of _____
(\$ 550.00) (the "Salary"), which amount may be increased or decreased from time-to-time.

(b) Additional Compensation. Employee shall be paid commissions in accordance with the Company's commission policies as announced from time to time.

(c) Holidays and Vacation. Employee shall be entitled to paid vacation and paid holidays in accordance with Company policy.

(d) Other Benefits. The Company may allow for Employee to participate in such of the Company's fringe benefit plans, if any, including any health insurance coverage plan, as provided in such plans and as such plans may or may not exist or may be adopted or modified from time to time.

(e) Withholding Taxes. All compensation paid to Employee hereunder shall be subject to applicable withholding and employment taxes.

4. Termination. This Agreement may be terminated by the Company or Employee at any time, without prior notice, Employee being an "at will" employee of the Company.

5. Confidential Information. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement, for any reason or for no reason at all, Employee (i) shall not divulge to others or use for his/her own benefit or the benefit of any other person, partnership, firm or corporation, any confidential information obtained during Employee's employment relating to the Company's business and operations, including, without limitation, confidential information involving strategy,

JUL. 18. 2003 11:41AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 4/43

advertiser lists, lists of prospective advertisers, employee lists, number and location of sales representatives, new and existing programs and services, prices and terms, and any other proprietary information as may exist or be developed from time to time (hereafter "Confidential Information"); and (ii) shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Company to leave the Company for any reason whatsoever, or hire any employee of the Company, nor take any action which might divert from the Company any opportunity which would be within the scope of any present or future business of the Company, or any entity related thereto.

6. Noncompetition. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement for any reason or for no reason at all (the "Noncompetition Period"), Employee shall not engage directly or indirectly within one hundred fifty (150) miles of the main United States Post Office of Ridgway, Pennsylvania, whether as principal or as agent, officer, director, employee, franchise, consultant, shareholder, or otherwise, alone or in association with any other person, corporation or the entity in any business with a revenue stream derived from advertising and/or any other business engaged in a business similar to that conducted by Company.

7. Remedy for Breach. In view of the foregoing, Employee expressly agrees that any breach or threat of breach of any of the restrictive covenants set forth in this Agreement by him/her shall entitle the Company, in addition to any other legal remedies available to it, to apply to any court for an injunction, temporary and/or permanent, to prevent any violation of this Agreement, and Employee recognizes, acknowledges and agrees that such injunction would be necessary to protect the Company's interests. In the event it is necessary for the Company to sue to enforce the provisions of this Agreement, the applicable period of such restriction shall be extended

JUL 18. 2003 11:43AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 5/43

by a period of time equal to the duration of such litigation. The Company shall also be entitled to recover the costs of prosecuting any such action, including, but not limited to, reasonable attorneys' fees. Notwithstanding anything to the contrary in this Agreement or otherwise, it is further understood and agreed that in the event any part of the aforesaid restrictions should be held invalid by any court of competent jurisdiction, the aforesaid restrictions shall not be deemed invalid in whole but shall be revised to the extent that would then be the maximum scope and duration which shall be legally enforceable and Employee hereby consents to the enforcement of such limitation as so modified.

2. Disclosure to Future Employers. It is understood and agreed that during the period of employment with the Company and for a period of two (2) years thereafter (or for any such additional period required by extension of the time period of Employee's restrictions in accordance with this Agreement), Employee shall make full and complete disclosure of the existence of the restrictive provisions set forth in this Agreement to all prospective employers with whom Employee may discuss possible employment but shall keep all other provisions of this Agreement confidential. Employee agrees that for a two (2) period following her employment (or for any such additional period required by extension of the time period of Employee's restrictions in accordance with this Agreement), Employee shall advise the Company of any employment, consulting, or other business ventures engaged in by him/her, whether directly or indirectly, and shall supply to the Company such information as the Company may deem necessary to determine whether Employee is violating the confidentiality provisions contained in this Agreement.

JUL 18. 2003 11:44AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 6/43

9. Miscellaneous.

(a) Amendments. This Agreement may be amended only by a writing signed by each of the parties.

(b) Assignment. Employee shall not assign, pledge or otherwise transfer any of his/her rights, interests or obligations hereunder without the written consent of the Company.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements relating to such subject matter.

(d) Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of the said Commonwealth.

(e) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given (i) three business days after being sent, postage prepaid, via first class mail, (ii) one business day after being sent via first class mail, (ii) one business day after being sent via a reputable overnight courier service, (iii) upon delivery if delivered by hand or (iv) upon confirmation, if sent by telecopier. All such communications not hand delivered shall be sent to the Company's principal business address or to the address of Employee's personal residence as reflected in the personnel records of the Company, as the case may be.

(f) Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision be held invalid by a court having jurisdiction of the parties to this Agreement, such provision shall be deleted from

JUL. 18. 2003 11:46AM

STEPTOE&JOHNSON CLKG

NO. 6598

P. 7/43

the Agreement and the Agreement shall be construed to give effect to the remaining provisions thereof.

(g) Waiver. No waiver of a breach of, or of a default under, any of the terms and conditions of this Agreement, nor its failure on one or more occasions, to enforce any of the terms and conditions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as to the waiver of any such terms and conditions, rights or privileges hereunder.

(h) Headings. All headings of the sections of this Agreement have been inserted for convenience or reference only, are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, estates, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first set forth above.

OGDEN NEWSPAPERS OF PENNSYLVANIA, INC.

By:

Its

Publisher

EMPLOYEE:

Nicole Wilsoncroft
Nicole Wilsoncroft

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (referred to as "Agreement") made this 5th day of April, 2004, by and between NICOLE WILSONCROFT (referred to as "Wilsoncroft") and HPC OF PENNSYLVANIA, SHOP-RIGHT, ULTIMATE SHOPPER AND/OR ANY RELATED OR AFFILIATED COMPANIES (collectively referred to as "Horizon").

WHEREAS, by an Asset Purchase Agreement dated of even date, Horizon purchased the business of *The Ultimate Shopper* (the "Publication")

WHEREAS, Horizon will not be offering employment to Wilsoncroft.

IN CONSIDERATION of the mutual promises contained in this Agreement, it is agreed as follows:

1. Wilsoncroft, in consideration of the benefits described in this Agreement:

(a) Acknowledges that no employment relationship or affiliation has ever existed between Wilsoncroft and Horizon and understands and agrees that employment will not be offered, and

(b) As a material inducement for Horizon to enter into this Agreement, Wilsoncroft will cooperate fully with Horizon during the transition period of merging Shop-Right and the Ultimate Shopper. Wilsoncroft further agrees that he or she will assist as requested, in any manner, to preserve the relationship between Horizon and its' customers; and will refrain from contacting any such customers except as requested by Horizon. Wilsoncroft hereby irrevocably and unconditionally releases and discharges Horizon, all related corporate entities, successors and assigns, and their officers, employees, representatives, agents or attorneys from any and all claims, liabilities, obligations, promises, agreements, causes of action (including claims for attorneys fees and costs) related to Horizon's decision to not offer employment to Wilsoncroft, including claims of race, color, religion, sex, national origin, handicap, age or AIDS discrimination and retaliation under state or federal law.

(c) Acknowledges that Wilsoncroft is and will continue to be bound by a certain noncompetition agreement signed on July 18, 2003. A copy of said noncompetition agreement is attached hereto.

2. In full consideration of Wilsoncroft's execution of this Agreement, and Wilsoncroft's agreement to be legally bound by its terms, Horizon shall pay to Wilsoncroft an amount equal to six months salary minus all standard deductions as required for FICA, federal and state withholding. Payment of said consideration will be made in four equal installments, the first to be received within 10 days from the date of this Agreement with the final three payments to fall on the last day of each succeeding month.

3. Wilsoncroft agrees and acknowledges that this Agreement is not and shall not be construed a violation of any federal, state or local statute or regulation, or any duty owed by Horizon, and this Agreement is made voluntarily to provide an amicable conclusion of Wilsoncroft's relationship with Publication.

4. Wilsoncroft agrees that the terms of this Agreement will not be communicated or disclosed to any other persons, with the exception of members of Wilsoncroft's immediate family and personal attorney.

5. Wilsoncroft certifies that Wilsoncroft has read the terms of this Agreement; that this Agreement has been discussed with an attorney of Wilsoncroft's choice; and the terms and effects of the Agreement are understood.

6. This Agreement may be executed by facsimile transmitted signature and execution of this Agreement may be proven by compilation of original, photostatic, or facsimile copies of the Agreement and the signature of the parties.

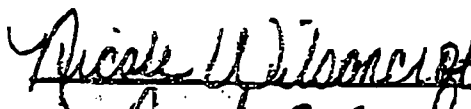
7. This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

Executed this 5th day of April 2004.

HPC OF PENNSYLVANIA, SHOP-RIGHT,
ULTIMATE SHOPPER AND/OR
AFFILIATED COMPANIES

BY 

NICOLE WILSONCROFT


April 9, 2004

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 04-2003-CD

HORIZON PUBLICATIONS, INC.
Plaintiff

vs.

NICOLE WILSONCROFT
Defendant

FIRST AMENDED COMPLAINT

NOTICE TO DEFENDANT:

YOU are hereby notified that
you are required to file an
Answer to the within Complaint
within twenty (20) days after
service upon you or judgment
may be entered against you.

PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff

COLAVECCHI & COLAVECCHI

ATTORNEYS AT LAW

221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

FILED
JAN 23 2004
CLEARFIELD COUNTY CLERK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100076
NO: 04-2003-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: HORIZON PUBLICATIONS INC.
vs.
DEFENDANT: NICOLE WILSONCROFT

SHERIFF RETURN

NOW, January 07, 2005 AT 4:30 PM SERVED THE WITHIN COMPLAINT ON NICOLE WILSONCROFT
DEFENDANT AT 920 VILLAGE ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
NICOLE WILSONCROFT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
019:13001
FEB 04 2005
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	COLAVECCHI	8096	10.00
SHERIFF HAWKINS	COLAVECCHI	8095	20.37

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

STIPULATION

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED *OK*

03-24-05 NOCC

FEB 09 2005

William A. Shaw
Prothonotary

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

STIPULATION

NOW COMES, Paul Colavecchi, Esquire, Attorney for Horizon Publications, Plaintiff, and Theron G. Noble, Attorney for Nicole Wilsoncroft, Defendant, and stipulate as follows:

1. The Plaintiff and Defendant are parties to a civil action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to the above term and number.
2. A Complaint was filed on behalf of Plaintiff by Paul Colavecchi, Esquire on December 20, 2004.
3. Exhibit A and Exhibit B referred to in Paragraph 4 and Paragraph 8 of the Complaint were not attached at the time of filing with the Court.

4. Counsel for said parties hereby agree and stipulate to the filing of a First Amended Complaint to include the following exhibits, only:

a. Employment Contract Agreement dated July 18, 2003 between Ogden Newspapers of Pennsylvania, Inc. and Nicole Wilsoncroft.

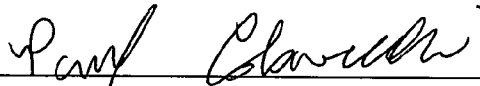
b. Agreement and General Release between HPC of Pennsylvania, Shop-Right, Ultimate Shopper, and/or any related or affiliated companies, dated April 9, 2004 and Nicole Wilsoncroft.

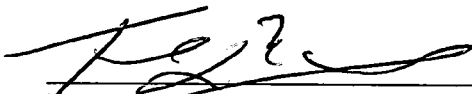
5. An Answer and New Matter was filed by Theron G. Noble, Attorney for Defendant, on or about January 21, 2005.

6. Counsel for said parties agree and stipulate that no further reply is required by Defendant to the First Amended Complaint.

WHEREFORE, Counsel for said parties set their hands and seals this 3 day of February, 2005.

WITNESS:

 (SEAL)
PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff

 (SEAL)
THERON G. NOBLE, ESQUIRE
Attorney for Defendant

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

FEB 10 2005

01/31/05
William A. Shaw

Prothonotary/Clerk of Courts

2 CENTS TO ATT

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

REPLY TO NEW MATTER

NOW COMES, Horizon Publications, Inc., Plaintiff above named, and through its Attorney, Paul Colavecchi, Esquire, files its Reply to the New Matter of Defendant and respectfully avers as follows:

20. Denied in part. It is denied that Defendant was terminated by the Plaintiff. Plaintiff lacks sufficient knowledge and information to provide an answer as to whether or not Defendant was offered employment with a car dealership in the Clearfield area and what those job duties would entail.

21. Denied. On the contrary, Defendant never contacted Plaintiff to inquire whether the same would be permissible.

22. Denied. On the contrary, Defendant was never informed she could not accept employment from any employer.

23. This is a statement of law and does not require a response at this time.

24. It is admitted that Defendant signed a Non-Compete Agreement with Ogden Newspapers of Pennsylvania, Inc., however, Defendant signed an Agreement and General Release with Plaintiff in which she contracted to continue to be bound by the noncompete clause in the contract with Ogden Newspapers of Pennsylvania, Inc. Further, the Agreement was assigned to Plaintiff putting the Plaintiff in Ogden's shoes, and Defendant signed an Agreement and General Release with Plaintiff contracting her to continue to be bound by the noncompete agreement in exchange for six months of wages.

25. Admitted. However, the issue is the Agreement and General Release in which Defendant agreed and contracted not to compete with Plaintiff.

26. Denied. On the contrary, Defendant is violating the terms of the Agreement and General Release with Defendant. In Paragraph 1(c) of the Agreement and General Release, Defendant agreed to be bound by the noncompete clause set forth in the Employment Agreement with Ogden Newspapers of Pennsylvania, Inc.

27. Denied. The Agreement in question is the Agreement and General Release between Plaintiff and Defendant for which a specified sum of money was paid to Defendant by Plaintiff.

28. It is denied the Agreements are unenforceable. It is further denied that the Agreements make the Defendant unemployable.

29. This is a statement of law and does not require a response.

WHEREFORE, Plaintiff requests that the New Matter of Defendant be dismissed and judgment rendered in favor of Plaintiff.

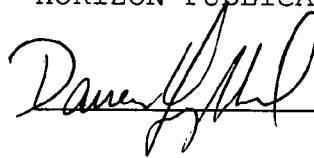


PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

HORIZON PUBLICATIONS, INC.

A handwritten signature in cursive script, appearing to read "Daniel J. Miller", is written over a horizontal line.

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


HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 9, 2005, a true and correct copy of Plaintiff's Reply to New Matter of Defendant in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

DATE: 2-9-05

BY: 
PAUL COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

MOTION TO COMPEL ANSWERS TO
INTERROGATORIES DIRECTED TO
DEFENDANT, NICOLE WILSONCROFT

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
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& COLAVECCHI
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COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3cc
9/3/4761
JUL 22 2005
William A. Shaw
Prothonotary/Clerk of Courts
Atty P. Colavecchi

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

MOTION TO COMPEL ANSWERS TO INTERROGATORIES
DIRECTED TO DEFENDANT, NICOLE WILSONCROFT

1. Plaintiff, Horizon Publications, Inc., through its Attorney, Paul Colavecchi, Esquire, served Interrogatories for Answer by Defendant, Nicole Wilsoncroft, on her Attorney, Theron G. Noble, Esquire, on May 19, 2005.

2. Pursuant to Pennsylvania Rule of Civil Procedure 4006, the answering party shall serve a copy of the answers, and objections if any, within thirty (30) days after service of the Interrogatories.

3. As of this date, Defendant has not served Answers to Interrogatories on attorney for Plaintiff, exceeding the time limit of thirty (30) days.

4. Plaintiff seeks an Order from the Court compelling Defendant to supply answers to the Interrogatories, and to pay reasonable attorney's fees for the necessity of filing this Motion.

WHEREFORE, Plaintiff files this Motion seeking an Order compelling Defendant to answer said Interrogatories and pay reasonable attorney's fees incurred in filing this Motion.

Paul Colavecchi

PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

7-21-05

Date

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

RULE

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
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FILED 300
JUL 27 2005
Atty P. Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

R U L E

AND NOW, this 26th day of July, 2005, upon consideration of the foregoing Motion to Compel Answers to Interrogatories Directed to Defendant, a Rule is hereby issued upon the Defendant, Nicole Wilsoncroft, to Show Cause why the Motion should not be granted.

Rule Returnable the 23rd day of August, 2005, at 9:00 o'clock A.M. at the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:



JUDGE

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

CIVIL DIVISION

No. 04 - 2003 - CD

Vs.

NICOLE WILSONCROFT,
Defendant

PRAECIPE TO WITHDRAW MOTION
TO COMPEL ANSWERS TO
INTERROGATORIES DIRECTED TO
DEFENDANT

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

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JUL 29 2005
William A. Stow
Prothonotary Clerk of Courts

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

HORIZON PUBLICATIONS, INC., :
Plaintiff : No. 04 - 2003 - CD
Vs. :
NICOLE WILSONCROFT, :
Defendant :

**PRAECIPE TO WITHDRAW MOTION TO
COMPEL ANSWERS TO INTERROGATORIES
DIRECTED TO DEFENDANT**

TO: WILLIAM SHAW, PROTHONOTARY

Please withdraw the Motion to Compel Answers to
Interrogatories Directed to Defendant, Nicole Wilsoncroft, filed in
the above-captioned.



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff

7-27-05

Date

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

MOTION TO COMPEL ANSWERS TO
INTERROGATORIES

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

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AUG 19 2005 P. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

MOTION TO COMPEL ANSWERS TO INTERROGATORIES

1. Plaintiff, Horizon Publications, Inc., filed a Complaint against Defendant, Nicole Wilsoncroft, alleging violation of a Noncompetition Agreement which was part of an Agreement and General Release executed by both parties on or about April 5, 2004. Copies of said agreements being attached hereto marked Exhibit "A".

2. Thereafter, Plaintiff filed a First Amended Complaint on January 26, 2005.

3. Plaintiff served Interrogatories on Defendant on or about May 19, 2005. Answers to said Interrogatories were served on attorney for Plaintiff on or about July 21, 2005.. Said Interrogatories being attached hereto marked Exhibit "B".

4. Plaintiff asked in Question 12 and 12a the following:

"As part of your employment with the Ultimate Shopper, was it part of your job to solicit advertisement for the Ultimate Shopper? If the answer is in the affirmative, please list the name and address of your clients".

5. Defendant objected to listing the names and addresses of the clients without permission from Ogden Newspapers or a court order.

6. Question 32 a, b, and c, asked the following:

"Do you solicit advertising for the Big Book? If the answer is in the affirmative, please state how many clients you have, names and addresses of your clients, and what area you solicit advertisers".

7. Defendant objected to answer this question based on the fact that it seeks confidential privileged information which was not hers to divulge.

8. Plaintiff files this Motion to Compel Answers to Interrogatories based on the fact that Questions 12 (a) and 32 (a) (b) and (c) are discoverable information pursuant to Pa. Rule of Civil Procedure 4003.1(b).

9. The basis for Defendant's objections to Questions 12(a) and 32 (a) (b) and (c) are without merit. The Defendant is not subjecting herself to a cause of action by Ogden Newspapers by disclosing the names of her clients that she had while working on a publication called the Ultimate Shopper because said publication

was sold to the Plaintiff in this cause of action. Further, the information requested is not subject to any privilege pursuant to the rules of evidence.

10. The information sought in Questions 32 (a) (b) and (c) is discoverable and not subject to any privilege under the rules of evidence.

11. The Defendant is subject to immunity by disclosing facts to a tribunal.

WHEREFORE, Plaintiff seeks an Order compelling Defendant to provide answers to said questions within thirty (30) days from the date of hearing.



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

JUL 18. 2003 11:38AM

STEPTOE&JOHNSON CLKG

NO. 6598

P. 2/43

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between NICOLE WILSONCROFT, an individual residing at 4116 Bigler Avenue Clearfield PA 16830 ("Employee") and OGDEN NEWSPAPERS OF PENNSYLVANIA, INC. ("Company"), as of the 18th day of July, 2003.

WHEREAS, Company was formed for the purpose of engaging in a publishing business (the "Company"); and

WHEREAS, Company desires to hire Employee; and

WHEREAS, Employee desires to accept employment with the Company; and

WHEREAS, the parties desire to set forth their agreement in writing.

NOW, THEREFORE, with the foregoing recitals incorporated by reference and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Employment. The Company hereby agrees to employ Employee, and Employee hereby accepts such employment, subject to the terms and conditions set forth herein.
2. Duties. Employee shall devote his/her full working time, efforts and attention to discharging his/her duties and responsibilities under this Agreement. Employee shall perform such duties as determined from time-to-time by the Company. Employee shall comply with all laws, rules and regulations applicable to the Company and with the Company's policies, as adopted from time-to-time.

CL8652161

EXHIBIT "A"

JUL 18. 2003 11:39AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 3/43

3. Compensation and Benefits.

(a) Salary. The Company shall pay to Employee for performance of all duties under this Agreement a starting weekly salary of _____
(\$ 550.00) (the "Salary"), which amount may be increased or decreased from time-to-time.

(b) Additional Compensation. Employee shall be paid commissions in accordance with the Company's commission policies as announced from time to time.

(c) Holidays and Vacation. Employee shall be entitled to paid vacation and paid holidays in accordance with Company policy.

(d) Other Benefits. The Company may allow for Employee to participate in such of the Company's fringe benefit plans, if any, including any health insurance coverage plan, as provided in such plans and as such plans may or may not exist or may be adopted or modified from time to time.

(e) Withholding Taxes. All compensation paid to Employee hereunder shall be subject to applicable withholding and employment taxes.

4. Termination. This Agreement may be terminated by the Company or Employee at any time, without prior notice, Employee being an "at will" employee of the Company.

5. Confidential Information. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement, for any reason or for no reason at all, Employee (i) shall not divulge to others or use for his/her own benefit or the benefit of any other person, partnership, firm or corporation, any confidential information obtained during Employee's employment relating to the Company's business and operations, including, without limitation, confidential information involving strategy,

JUL 18. 2003 11:41AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 4/43

advertiser lists, lists of prospective advertisers, employee lists, number and location of sales representatives, new and existing programs and services, prices and terms, and any other proprietary information as may exist or be developed from time to time (hereafter "Confidential Information"); and (ii) shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Company to leave the Company for any reason whatsoever, or hire any employee of the Company, nor take any action which might divert from the Company any opportunity which would be within the scope of any present or future business of the Company, or any entity related thereto.

6. Noncompetition. Employee expressly covenants and agrees that while employed and during the two (2) years immediately following the termination of this Agreement for any reason or for no reason at all (the "Noncompetition Period"), Employee shall not engage directly or indirectly within one hundred fifty (150) miles of the main United States Post Office of Ridgway, Pennsylvania, whether as principal or as agent, officer, director, employee, franchise, consultant, shareholder, or otherwise, alone or in association with any other person, corporation or the entity in any business with a revenue stream derived from advertising and/or any other business engaged in a business similar to that conducted by Company.

7. Remedy for Breach. In view of the foregoing, Employee expressly agrees that any breach or threat of breach of any of the restrictive covenants set forth in this Agreement by him/her shall entitle the Company, in addition to any other legal remedies available to it, to apply to any court for an injunction, temporary and/or permanent, to prevent any violation of this Agreement, and Employee recognizes, acknowledges and agrees that such injunction would be necessary to protect the Company's interests. In the event it is necessary for the Company to sue to enforce the provisions of this Agreement, the applicable period of such restriction shall be extended

JUL 18. 2003 11:43AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 5/43

by a period of time equal to the duration of such litigation. The Company shall also be entitled to recover the costs of prosecuting any such action, including, but not limited to, reasonable attorneys' fees. Notwithstanding anything to the contrary in this Agreement or otherwise, it is further understood and agreed that in the event any part of the aforesaid restrictions should be held invalid by any court of competent jurisdiction, the aforesaid restrictions shall not be deemed invalid in whole but shall be revised to the extent that would then be the maximum scope and duration which shall be legally enforceable and Employee hereby consents to the enforcement of such limitation as so modified.

8. Disclosure to Future Employers. It is understood and agreed that during the period of employment with the Company and for a period of two (2) years thereafter (or for any such additional period required by extension of the time period of Employee's restrictions in accordance with this Agreement), Employee shall make full and complete disclosure of the existence of the restrictive provisions set forth in this Agreement to all prospective employers with whom Employee may discuss possible employment but shall keep all other provisions of this Agreement confidential. Employee agrees that for a two (2) period following her employment (or for any such additional period required by extension of the time period of Employee's restrictions in accordance with this Agreement), Employee shall advise the Company of any employment, consulting, or other business ventures engaged in by him/her, whether directly or indirectly, and shall supply to the Company such information as the Company may deem necessary to determine whether Employee is violating the confidentiality provisions contained in this Agreement.

JUL 18. 2003 11:44AM STEPTOE&JOHNSON CLKG

NO. 6598 P. 6/43

9. Miscellaneous

(a) Amendments. This Agreement may be amended only by a writing signed by each of the parties.

(b) Assignment. Employee shall not assign, pledge or otherwise transfer any of his/her rights, interests or obligations hereunder without the written consent of the Company.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements relating to such subject matter.

(d) Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of the said Commonwealth.

(e) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given (i) three business days after being sent, postage prepaid, via first class mail, (ii) one business day after being sent via first class mail, (ii) one business day after being sent via a reputable overnight courier service, (iii) upon delivery if delivered by hand or (iv) upon confirmation, if sent by telecopier. All such communications not hand delivered shall be sent to the Company's principal business address or to the address of Employee's personal residence as reflected in the personnel records of the Company, as the case may be.

(f) Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision be held invalid by a court having jurisdiction of the parties to this Agreement, such provision shall be deleted from

JUL 18. 2003 11:46AM STEPTOE&JOHNSON CLK6

NO. 6598 P. 7/43

the Agreement and the Agreement shall be construed to give effect to the remaining provisions thereof.

(g) Waiver. No waiver of a breach of, or of a default under, any of the terms and conditions of this Agreement, nor its failure on one or more occasions, to enforce any of the terms and conditions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as to the waiver of any such terms and conditions, rights or privileges hereunder.

(h) Headings. All headings of the sections of this Agreement have been inserted for convenience or reference only, are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, estates, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first set forth above.

OGDEN NEWSPAPERS OF PENNSYLVANIA, INC.

By: 

Is Publisher

EMPLOYEE:


Nicole Wilsoncroft

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (referred to as "Agreement") made this 5th day of April, 2004, by and between NICOLE WILSONCROFT (referred to as "Wilsoncroft") and HPC OF PENNSYLVANIA, SHOP-RIGHT, ULTIMATE SHOPPER AND/OR ANY RELATED OR AFFILIATED COMPANIES (collectively referred to as "Horizon").

WHEREAS, by an Asset Purchase Agreement dated of even date, Horizon purchased the business of *The Ultimate Shopper* (the "Publication")

WHEREAS, Horizon will not be offering employment to Wilsoncroft.

IN CONSIDERATION of the mutual promises contained in this Agreement, it is agreed as follows:

1. Wilsoncroft, in consideration of the benefits described in this Agreement:
 - (a) Acknowledges that no employment relationship or affiliation has ever existed between Wilsoncroft and Horizon and understands and agrees that employment will not be offered, and
 - (b) As a material inducement for Horizon to enter into this Agreement, Wilsoncroft will cooperate fully with Horizon during the transition period of merging Shop-Right and the Ultimate Shopper. Wilsoncroft further agrees that he or she will assist as requested, in any manner, to preserve the relationship between Horizon and its' customers; and will refrain from contacting any such customers except as requested by Horizon. Wilsoncroft hereby irrevocably and unconditionally releases and discharges Horizon, all related corporate entities, successors and assigns, and their officers, employees, representatives, agents or attorneys from any and all claims, liabilities, obligations, promises, agreements, causes of action (including claims for attorneys fees and costs) related to Horizon's decision to not offer employment to Wilsoncroft, including claims of race, color, religion, sex, national origin, handicap, age or AIDS discrimination and retaliation under state or federal law.
 - (c) Acknowledges that Wilsoncroft is and will continue to be bound by a certain noncompetition agreement signed on July 18 2003. A copy of said noncompetition agreement is attached hereto.

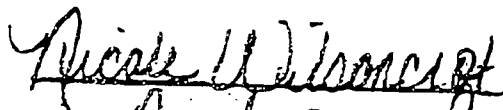
2. In full consideration of Wilsoncroft's execution of this Agreement, and Wilsoncroft's agreement to be legally bound by its terms, Horizon shall pay to Wilsoncroft an amount equal to six months salary minus all standard deductions as required for FICA, federal and state withholding. Payment of said consideration will be made in four equal installments, the first to be received within 10 days from the date of this Agreement with the final three payments to fall on the last day of each succeeding month.
3. Wilsoncroft agrees and acknowledges that this Agreement is not and shall not be construed a violation of any federal, state or local statute or regulation, or any duty owed by Horizon, and this Agreement is made voluntarily to provide an amicable conclusion of Wilsoncroft's relationship with Publication.
4. Wilsoncroft agrees that the terms of this Agreement will not be communicated or disclosed to any other persons, with the exception of members of Wilsoncroft's immediate family and personal attorney.
5. Wilsoncroft certifies that Wilsoncroft has read the terms of this Agreement; that this Agreement has been discussed with an attorney of Wilsoncroft's choice; and the terms and effects of the Agreement are understood.
6. This Agreement may be executed by facsimile transmitted signature and execution of this Agreement may be proven by compilation of original, photostatic, or facsimile copies of the Agreement and the signature of the parties.
7. This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

Executed this 5th day of April 2004.

HPC OF PENNSYLVANIA, SHOP-RIGHT,
ULTIMATE SHOPPER AND/OR
AFFILIATED COMPANIES

BY 

NICOLE WILSONCROFT


April 9, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04-2003-CD

INTERROGATORIES FOR ANSWER BY
DEFENDANT

File on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

(814) 765-1566

1. State the following:

- a. Your full name; Nicole Renee Wilsoncroft
- b. Your present home address; 910 Village Road
Clearfield, PA 16830
- c. How long have you resided at your present address? November 2004

2. Did you previously reside at 410 Bigler Avenue, Clearfield, Pennsylvania

No

e. From what date to what date did you reside at 410 Bigler Avenue, Clearfield, Pennsylvania?

N/A

3. What is your date of birth?

February 14, 1972

4. Please state your educational background:

- a. Where did you attend high school; Clearfield Area High School
- b. What year did you graduate? 1990
- c. Did you go to college or receive any postsecondary education?

yes

1. State name of college or education source:

Clearfield Vocational Technical

2. What was your major?

Marketing and Distribution

3. What year did you graduate or receive additional education?

1988 – 1990

5. State any training you received in the field of advertising and any certification received in this field.

Ms. Wilsoncroft received a diploma in marketing and distribution in 1990 from Clearfield Vocational Technical School.

As to training – she received training in the field of advertising while employed by the DuBois Courier Express.

6. Please set forth your employment history beginning with graduation from high school/college to the present date.

Ms. Wilsoncroft, since graduation from high school, has been employed by the DuBois Courier Express, Ridgway Record/Shop Right, Bargain Sheet, Ultimate Shopper and the Big Book.

7. Were you employed by Ogden Newspapers on or about July 18, 2003?

It is unknown whether or not Ms. Wilsoncroft was employed by Ogden Newspapers on or about July 18, 2003 in that her pay checks reflect that she was paid by the Ultimate Shopper, Inc. As such, Ms. Wilsoncroft is not in a position to claim ownership of the Ultimate Shopper, Inc. by and on behalf of Ogden Newspapers. However, for purposes of providing the herein requested information and without affirmation of a fact which is unknown to Ms. Wilsoncroft, the following information is also provided:

If the answer in the affirmative, please state:

a. The position for which you were hired?

For the Ultimate Shopper, Inc., Ms. Wilsoncroft was hired as the general manager/sales representative.

b. The name of the person who interviewed you?

None

c. Was the interviewer an employee of Ogden Newspapers?

N/A

d. What duties did you perform for Ogden Newspapers?

Those typical of a general manager for a small publication which generally included selling advertisement, proofing ads, management functions associated with the sales team, design advertisement, pagination of the publication, etc.

e. Dates of employment with Ogden Newspapers.

Ms. Wilsoncroft received a paycheck from the Ultimate Shopper, Inc., from May 03 through April 04.

f. State the rate of salary or compensation received for your employment with Ogden Newspapers?

While employed by the Ultimate Shopper, Inc., Ms. Wilsoncroft received a salary of \$550.00 per week.

8. Were you employed by The Ultimate Shopper?

As in response to interrogatory #7, Ms. Wilsoncroft believes that her actual employer was the Ultimate Shopper, Inc., again not knowing the exact legal relationship between the Ultimate Shopper, Inc. and Ogden Newspapers. As previously stated, the information herein requested was provided in response to interrogatory #7.

If the answer is in the affirmative, please state:

a. The position for which you were hired?

b. The name of the person who interviewed you?

c. Was the interviewer an employee of Ogden Newspapers?

d. What duties did you perform for The Ultimate Shopper?

e. Dates of employment with the Ultimate Shopper.

f. State the rate of salary or compensation received for your employment with The Ultimate Shopper.

9. Is the Ultimate Shopper a publication owned by Ogden Newspapers?

In response hereto, Ms. Wilsoncroft interprets this question as being "Was the Ultimate Shopper a publication owned by Ogden Newspapers between the period July 18, 03 and April 04." As to that question, Ms. Wilsoncroft is without firsthand information as to the exact legal relationship between the Ultimate Shopper and Ogden Newspapers, but in the spirit of open and frank discovery does state that there was obviously some time of relationship between the two entities and that relationship was such that Ogden Newspapers appeared to be in a position of control over the Ultimate Shopper.

**Please refer to Exhibit "A" to answer Question 10
Through Question 17**

10. Did you enter into an Employment Agreement dated July 18, 2003 with Ogden Newspapers?

Yes.

11. Was there a non-competition clause included in said agreement?

Yes.

If the answer is in the affirmative, please state:

a. Do you agree that Paragraph 6 of said agreement is a non-competition clause?

Said Agreement speaks for itself. By way of further response, Ms. Wilsoncroft acknowledges that there is a title paragraph by the name "non-competition"

b. Set forth your understanding of the terms of this non-competition clause.

Ms. Wilsoncroft understood clause 6 of her Employment Agreement entitled "non-competition", to mean that at the discretion of Ogden Newspapers/The Ultimate Shopper, for a period of two years following her employment, she could not be employed in selling advertisement for a weekly, distributed at no charge to the receiver publication, known within the industry as a "rag."

c. Set forth what you agreed to by signing the agreement, including the non-competition clause.

Ms. Wilsoncroft agreed to be bound by the terms and conditions of the Employment Agreement.

d. Set forth the reasons it is your belief you are legally bound b the non-competition clause in any way or manner.

Because Ms. Wilsoncroft freely executed the Agreement and received adequate consideration.

e. Set forth the reasons it is your belief you are not legally bound by the non-competition clause.

Ms. Wilsoncroft interprets this question to mean why she believes that she can be employed by the Big Book such that this Plaintiff, being Horizon Publications, Inc., is not entitled to the relief that it seeks. First and foremost, as previously stated the July 18, 2003 Agreement means that Ms. Wilsoncroft cannot compete against Ogden Newspapers interest in The Ultimate Shopper at Ogden's Newspapers discretion. In this particular instance, Horizon Publications, Inc., is trying to receive a benefit, i.e. keep Ms. Wilsoncroft from competing against Horizon, which was not a term nor even an intended benefit of the July 18, 2003 Agreement. Furthermore, the "non-competition" clause really is a clause to be enforced at the discretion of Ogden Newspapers, which is not a party to this litigation, nor has it in any manner expressed a desire or a concern that it's interest are being interfered with by Ms. Wilsoncroft's employment with the Big Book. Secondly, under Pennsylvania law, an anti-trust act to restrict competition, being herein referred to as a non-competition clause, is only applicable when the terms thereof are very narrowly enforced as it relates to geographic location, the time period, and the nature of the activity being restricted. In this situation, Ms. Wilsoncroft believes that the time period sought to being restricted, i.e. two years, is over broad, as is the geographic area. Most importantly, Ms. Wilsoncroft believes that the nature of the activity sought to be restricted, "employment...[by any] entity in any business with a revenue stream derived from advertising, renders her virtually unemployable by any business in that all businesses attempt to derive a revenue stream from advertising." For instance, Ms. Wilsoncroft could not even be employed as a legal secretary, which obviously has no nexus to the activities performed by her employment with Ogden Newspapers/The Ultimate Shopper, in that lawyers advertise and therefore derive a revenue stream for advertising. As such, this "non-competition" clause must be interpreted under Pennsylvania law to a reasonable restriction and in that her current employment in no way interferes or hinders The Ultimate Shopper, she is not in violation of said

clause. Lastly, the relief sought by Plaintiff in this case would only be appropriate in the event it is able to show that it is suffering actual harm from the activities/current employment by Ms. Wilsoncroft and Ms. Wilsoncroft believes that this Plaintiff is unable to do so.

f. Do you agree that the non-competition clause states that you agreed not to work for another employer of a similar business within 150 miles from Ridgway Post Office which derived a revenue stream from advertising?

Again, said Agreement speaks for itself and furthermore we believe that our answer to subpart e. adequately addresses the issues that are at play concerning clause 6 of the Employment Agreement.

g. Do you agree that the non-competition clause sets forth that you cannot work for a similar business within two years following your termination of your employment with Ogden Newspapers/The Ultimate Shopper?

Again, said Agreement speaks for itself, but by way of further answer we respond no to this in that no where in said Agreement is The Ultimate Shopper, Inc. anywhere referenced.

h. Do you agree that Ogden Newspapers/The Ultimate Shopper derive revenue from advertising?

Yes, as to all businesses.

12. As part of your employment with The Ultimate Shopper, was it part of your job to solicit advertisers for the Ultimate Shopper? If the answer is in the affirmative, please

As previously stated, as general manager of The Ultimate Shopper, Inc., one of Ms. Wilsoncroft's primary duties was the generation of advertising,

a. List the names and addresses of your clients.

As per Paragraph 5 of the July 18, 2003 Agreement, Ms. Wilsoncroft agreed to not divulge to others confidential information concerning her employment with Ogden Newspapers. In that, this Plaintiff is not Ogden Newspapers we feel that Ogden Newspapers could have a cause of action against Ms. Wilsoncroft in the event she now revealed the information herein requested to this party. As such, Ms. Wilsoncroft refuses to give this information without either (i) Horizon Publication, Inc., production of permission by Ogden Newspaper for such information; or (ii) a court order.

13. What was the radius you traveled to solicit advertisers for the Ultimate Shopper?

Approximately 30 miles

14. Were you aware that the Ultimate Shopper was being purchased by Horizon Publications on or about April of 2004?

As written, this question implies that the Plaintiff is seeking information of whether Ms. Wilsoncroft was aware that Horizon Publications, Inc. was in the process of buying The Ultimate Shopper prior to the purchase. As such, the answer is no that Ms. Wilsoncroft was informed of the purchase only after it had been completed.

15. Were you offered employment with Horizon Publications? Or was your employment terminated? If terminated, please state date of termination.

Ms. Wilsoncroft was not offered employment with Horizon Publications, Inc. and her employment was terminated. Either April 4 or 5 of 2004.

16. Do you agree that Paragraph 7 of the Employment Agreement set forth that Ogden Newspaper is entitled to recover the cost of prosecuting any action, including but not limited to reasonable attorney's fees if the non-competition clause is breached?

Said Agreement and Paragraph 7 thereof speak for itself. By way of further response, Ms. Wilsoncroft notes that Ogden Newspaper and only Ogden Newspaper is entitled to the benefit of the Employment Agreement dated July 18, 2003 including the right to recover attorneys fees in the event that Ogden Newspaper is successful in litigation to enforce the benefit of it's bargain in said Agreement.

17. Is it in your opinion that you are legally bound by Paragraph 7?

If the answer is in the negative, please cite the reasons why it is your opinion you are not bound by this paragraph.

As to Ogden Newspaper, yes.

**Please refer to Exhibit "B" to answer Question 18
Through Question 39**

18. Did you sign the Agreement and General Release with Horizon Publications in April of 2004?

Yes.

19. Do you agree that pursuant to Paragraph 1 (c) of the Agreement and General Release that you agreed to continue to be bound by the non-competition clause as per your agreement with Ogden Newspapers?

Ms. Wilsoncroft admits that on the 5th day of April, 2004 she affirmed to Horizon Publications, Inc., that she would continue to honor her agreement with Ogden Newspapers, i.e. she would not compete against Ogden Newspaper. By way of further response, and to be perfectly clear, Ogden Newspaper does not own The Ultimate Shopper and therefore, Ms. Wilsoncroft cannot be competing against Ogden Newspaper's ownership interest in The Ultimate Shopper at this time.

20. Is it your opinion that by signing the Agreement and General Release that you are legally bound under the non-competition clause and your agreement with Ogden Newspapers?

Again, Horizon Publication's, Inc. interpretation of the July 18, 2003 Agreement, is that Ms. Wilsoncroft agreed to not compete against Horizon Publication. However, no where in the July 18, 2003 Agreement did Ms. Wilsoncroft agree, nor was it ever even contemplated that Ms. Wilsoncroft was waiving her rights under the Constitution and pursuant to various federal anti-trust statutes to compete against Horizon Publication.

If the answer is in negative, please state your reasons for not being legally bound by the non-competition clause of the Agreement and General Release.

21. Do you agree that Horizon Publications, Inc. agreed to pay you your salary for a period of six months?

Yes.

22. State your opinion as to why Horizon Publications, Inc. agreed to pay you a salary for a period of six months.

Although this question clearly calls for Ms. Wilsoncroft to speculate as to the business practices of Horizon Publications, which we note is very difficult to do given to it's absurd interpretation of the July 18, 2003 Agreement as previously stated, we will accept this opportunity to state that the payment of the six month salary to Ms. Wilsoncroft made sense for Horizon Publications to (i) not antagonize Ms. Wilsoncroft, who has had previous success and when the end of the two year period is over looks forward to continued success in the "rag" business; and (ii) to avoid litigation over other potential issues which required a release. By way of further answer, although we are not at this time privy to the Agreements between Horizon Publications and Ogden Newspapers, the payment to Ms. Wilsoncroft may also have been required by Ogden Newspapers for (i) compensation to a valued employee; (ii) and affirmation of the benefit to Ogden that it was to receive under the July 18, 2003 Agreement.

23. Did you refuse the offer of Horizon Publications, Inc. to pay your salary for six months?

No

24. Did Horizon Publications, Inc. pay your salary for six months?

Yes.

If the answer is in the affirmative, please state:

a. State the amount of salary or compensation received.

\$550.00 per week

b. State the date or dates on which you received said salary or compensation

Ms. Wilsoncroft is not able to specify the dates of which she received the money but that she would state that she received the six month salary in four equal payments within four months of April 9, 2004.

25. In Paragraph 23 and 24 of your New Matter, you are claiming that you never had an agreement with Horizon Publications, Inc.?

No.

26. Is it your position that Horizon Publications, Inc. cannot assert the non-competition agreement against you which you originally signed with Ogden Newspapers?

If the answer is in the affirmative, please state the reasons for this opinion.

Yes. First, the right to assert the benefits of Paragraph 6 entitled "non-competition," per the July 18, 2003 rightfully belongs to and only Ogden Newspapers.

As to other reasons that we believe Plaintiff is not entitled to the relief it seeks, we have supplied those reasons previously herein.

27. Did you contact a representative of Horizon Publications, Inc. and ask if accepting employment with a car dealership in the Clearfield area would violate the non-competition agreement?

Yes.

If the answer is in the affirmative, please state:

a. Name of the representative of Horizon Publications, Inc.?

Ms. Wilsoncroft contacted who she believes was the CEO of Horizon Publications at that time, Mr. Radler.

- b. State the substance of the communications.

Ms. Wilsoncroft informed the representative of Horizon Publications that she had been offered a job with Butler Automotive, a dealership located in the Clearfield area, to sell vehicles and do its workups for display advertisements. Ms. Wilsoncroft was informed in this conversation that she could not accept the job. In further discussion Ms. Wilsoncroft pointed out that she would be most likely procure advertisement for Butler Automotive in Horizon Publication's Publication at which point she was informed they didn't care, and she was instructed not to accept even that employment, and in fact was told they would not even accept her ads.

28. Are you employment at the present time with The Big Book?

Yes.

If the answer is in the affirmative, please state:

- a. Full name and address of employer:

College Publications and Big Book Directory Publications. 1000
Conshohocken Road, Conshohocken, PA 19428

- b. Date of Employment:

June 28, 2004

- c. State your position or title:

Account Representative

- d. State your job description and duties:

To obtain and maintain advertising clients for the Big Book Directory, being a phone book with "yellow page" type advertising.

- e. State the rate of salary or compensation you receive.

We object to this as being wholly irrelevant and immaterial, without waiving the same objection, we disclose that Ms. Wilsoncroft now receives approximately \$430.00 in salary per week plus commission.

f. Are your job duties the same as your employment with The Ultimate Shopper?

No.

29. Did you contact Horizon Publications, Inc. prior to accepting employment with The Big Book to ask if it would be permissible?

No.

a. If the answer is negative, please cite reasons for not contacting Horizon Publications, Inc.

First of all, for the reasons herein stated Ms. Wilsoncroft was under no obligation to contact Horizon Publication concerning any contemplated employment activities which is the initial basis as to why she did not contact them. Furthermore, given the hostility evidenced by Plaintiff toward Ms. Wilsoncroft and its unreasonableness in not permitting her to even accept a job as a car salesman, she felt it was futile at best to continue communication with Plaintiff as is further evidenced from the stating to her that they would not even accept her advertising dollars.

b. If the answer is affirmative, please state the name of the representative from Horizon Publications, Inc. and the substance of the communication.

30. What type of organization is The Big Book?

An independent phone directory.

31. Does The Big Book derive income from advertising?

Yes. As do all businesses.

32. Do you solicit advertising for The Big Book?

As previously stated herein, yes

If the answer is in the affirmative, please state:

- a. How many clients do you have?
- b. State the names and addresses of your clients
- c. What areas do you solicit advertisers?

As to subparts a, b, and b, Ms. Wilsoncroft objects to the information herein requested on the basis that it seeks confidential and privileged information which is not hers to divulge. Furthermore, attached hereto is a letter from John Arafanell, general manager and publisher of the Big Book Directories, indicating that it is his desire for Ms. Wilsoncroft to not divulge that information

33. Is the Big Book office located within 150 miles of the Ridgway Post Office?

No.

34. Have you solicited clients to advertise in The Big Book who you solicited to advertise with Ogden Newspapers and/or The Ultimate Shopper?

Yes.

35. Do you presently do business with former or current advertisers of Ogden Newspapers/The Ultimate Shopper?

Yes.

36. Did you encourage former employees of Ogden Newspapers and/or The Ultimate Shopper to work in the advertising field within the restricted 150 mile radius.

No.

37 Was Yvonne Beaver employed by Ogden Newspapers/The Ultimate Shopper while you were employed at said business?

Yes.

38. Have you had contact with Yvonne Beaver since your employment with said business?

Yes.

39. Pursuant to Paragraph 26 of your New Matter, is it your position that The Big Book does not compete with The Ultimate Shopper?

Yes. In further response hereto, Ms. Wilsoncroft will attempt to answer this in a succinct manner without a dissertation in economics to which this question could really lead, but primarily The Ultimate Shopper is what is in the area of the "top of the mind" advertising, while the Big Book Directory is considered in the "secondary" type advertising market. As a conclusion to this response, the lack of competition with these types of media, it is very unlikely that any business would make a decision to not advertise in either The Ultimate Shopper or the Big Book Directory because it has selected the other in which to place advertisement. As such, Ms. Wilsoncroft absolutely believes that under no circumstances is her employment with the Big Book Directory in competition with Hozizon Publication, to whom she owes no obligation of a no-compete in any event.

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

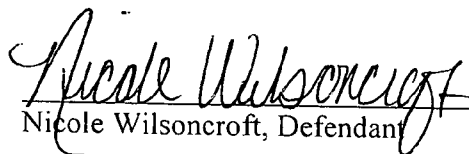
No. 04- 2003 -CD

VERIFICATION

I, Nicole Wilsoncroft, Defendant, does hereby swear and affirm that I have read the foregoing ANSWER TO INTERROGATORIES and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to : authorities and subject to the penalties of 18 Pa.C.S.A. 4901.

So made this 17th day of July, 2005.

By,


Nicole Wilsoncroft, Defendant

Cx

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

RULE

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 2cc
01:46:01 AM
AUG 23 2005 P. Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

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

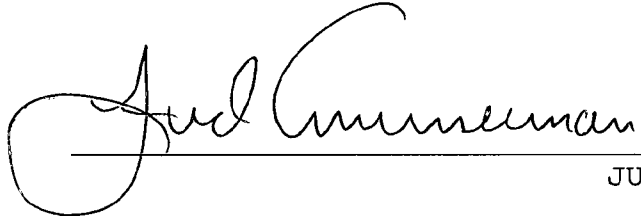
HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

R U L E

AND NOW, this 23rd day of August, 2005, upon consideration of the foregoing Motion to Compel Answers to Interrogatories Directed to Defendant, a Rule is hereby issued upon the Defendant, Nicole Wilsoncroft, to Show Cause why the Motion should not be granted.

Rule Returnable the 20th day of September, 2005, at 9:00 o'clock A.M. at the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:


JUDGE

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

:

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No. 04- 2003 -CD

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Type of Pleading:

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MOTION TO COMPEL

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Filed By:

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Defendant

:

Counsel of Record:

:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

:

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William A. Shaw
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

No. 04- 2003 -CD

RULE TO SHOW CAUSE

Now, this 8th day of September, 2005, upon consideration of the attached Defendant's MOTION TO COMPEL, a RULE is hereby issued upon the Plaintiff to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 28th day of September, 2005 and argument on the MOTION set for the 3rd day of October, 2005, at 11:00, A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

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By The Court,

Frederick J. Connerman
Judge...

William A. Shaw
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC.,)	
)	
PLAINTIFF,)	
)	No. 04- <u>2003</u> -CD
v.)	
)	
NICOLE WILSONCROFT,)	
)	
DEFENDANT.)	

DEFENDANT'S MOTION TO COMPEL

AND NOW, comes the Defendant, Nicole Wilsoncroft, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION TO COMPEL:

1. That defendant propounded discovery requests on Plaintiff, consisting of Interrogatories and Requests for Production of Documents.
2. That Defendant inquired about the criminal records of two key employees of Plaintiff, to which Plaintiff objected. See Exhibit "A".
3. That the same is potentially relevant in that each are expected to be witnesses for the Plaintiff, or as on cross-examination by the Defendant, and as such their credibility will be at issue and therefore their criminal records would be relevant information.
4. That Defendant also sought documents associated with the purported purchase of "The Ultimate Shopper" by Plaintiff from Ogden Newspapers, Inc. See Exhibit "B".

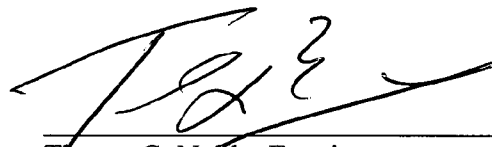
5. That Plaintiff objected to the same as (i) not being relevant and (ii) too burdensome to produce.

6. That the same is relevant in that Plaintiff claim that Ms. Wilsoncroft signed an employment agreement with her former employer, Ogden Newspapers, Inc., containing the covenant not to compete which Plaintiff now seeks to enforce. As such, Ms. Wilsoncroft has the absolute right to determine what if any interest Plaintiff obtained from its purchase from Ogden Newspaper, Inc., if it obtained any right at all.

WHEREFORE, Defendant Nicole Wilsoncroft requests that this Court Order Plaintiff to produce:

- 1) Response to Interrogatories 3 and 5; and
- 2) Documents responsive to Request for Production No. 2.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

1. Identify the person whom is responding to this discovery request on behalf of the Plaintiff, as well as his relationship to Plaintiff.

Answer Darren Youngblood is responding to this discovery request on behalf of the Plaintiff. Mr. Youngblood is employed by Plaintiff as corporate paralegal.

2. Was a BJ Reily employed or affiliated with Plaintiff in any manner? If so, identify his position(s) with Plaintiff, the dates of this relationship and his current address, or last known address and the last date it was known to be valid.

Answer Mr. Riley is employed by Plaintiff as chief operating officer. His employment began in September, 1999 and has been continuously employed. Mr. Riley's address is 927 West Connexion Way, Columbia City, Indiana, 46725. This information is valid as of the date of this response.

3. Was BJ Reily either arrested or convicted for any criminal offense in the last three (10) years? If so, please state the nature of all charges and the final disposition of said charges as well identifying the Court in which said prosecution occurred.

Answer Objection. The information sought is irrelevant and does not appear to be reasonably calculated to lead to discovery of admissible evidence. Further, pursuant to Rule 4011 of Pa. C.P., said evidence is beyond the scope of discovery as set forth in Rule 4003.1.

4. Was Mr. Radler employed or affiliated with Plaintiff in any manner? If so, identify his position(s) with Plaintiff, the dates of this relationship and his current address, or last known address and the last date it was known to be valid.

Answer Mr. Radler holds the position of President for the Plaintiff and is the majority stockholder of Plaintiff. Mr. Radler's relationship with Plaintiff began since its inception in 1999 and has been continuous. Mr. Radler's current address is 1827 West 5th Avenue, Second Floor, Vancouver, BC Canada. This information is valid as of the date of this response.

5. Was Mr. Radler either arrested or convicted for any criminal offense in the last three (10) years? If so, please state the nature of all charges and the final disposition of said charges as well identifying the Court in which said prosecution occurred.

Answer Objection. The information sought is irrelevant and does not appear to be reasonably calculated to lead to discovery of admissible evidence. Further, pursuant to Rule 4011 of Pa. C.P., said evidence is beyond the scope of discovery as set forth in Rule 4003.1.

6. Please identify all of Plaintiff's business interests, the nature of these interests, and names under which it operates in the Clearfield, Centre, Jefferson and Elk Counties area.

The only business interest Plaintiff operates in all the counties listed is a weekly shopper publication called the "Shop Right Ultimate Shopper". The nature of the business is to derive revenue from the sale of advertising space in the publication. However, Plaintiff has other interests which operate in at least one of the listed counties. The nature of the business is the same as described above. The names of the businesses are as follows: the "Ridgway Record"; the "Punxsutawney Spirit"; "Jefferson County Neighbors"; the "Daily Press"; and "Old Favorites, New Finds".

REQUEST FOR PRODUCTION OF DOCUMENTS

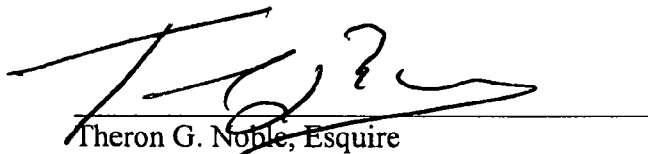
Defendant hereby demands production of the following documents, pursuant to

Pa.R.Civ.P. 4000, et.seq., within thirty (30) days as follows:

1. True and correct copies of all documents, including but not limited to letters, memorandums, contracts and agreements, between Plaintiff and Ogden Newspapers of Pennsylvania, Inc., during the calendar year 2004; and Objection. Pursuant to Pa. Rule of Civil Procedure 4011.c the requested materials are beyond the scope of discovery as set forth in Rule 4003.1.**
2. Any other document which is referenced in any of your responses to the preceding Interrogatories.


Agreement with Ogden Newspapers
AGreement with Horizon Publications, Inc.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Defendant
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

** Further, pursuant to Rule Pa. C.P. Rule 4011.e, production of requested documents would require the making of an unreasonable investigation by the deponent.

-  -
Exhibit "B"

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

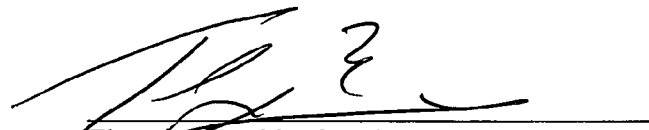
No. 04- 2003 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire of Ferraraccio & Noble, counsel for defendant, does hereby certify this 6th day of September, 2005, that I did mail a true and correct copy of Defendant's MOTION TO COMPEL to the below indicated person, at said address, being counsel of record for the Plaintiff, by depositing the same in the United States Mail, first class, postage prepaid:

Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

:

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No. 04- 2003 -CD

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Type of Pleading:

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**REPLY TO MOTION
TO COMPEL**

:

:

Filed By:

:

Defendant

:

Counsel of Record:

:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

:

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William A. Shaw
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC.,)	
)	
PLAINTIFF,)	
)	No. 04- <u>2003</u> -CD
v.)	
)	
NICOLE WILSONCROFT,)	
)	
DEFENDANT.)	

DEFENDANT'S REPLY TO MOTION TO COMPEL

AND NOW, comes the Defendant, Nicole Wilsoncroft, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows as her response to Plaintiff's MOTION TO COMPEL:

1. - 7. Admitted.
8. The same is a legal conclusion for which no response is required.
9. Denied. Although Plaintiff claims as such (that it purchased Ogden Newspaper, Inc.) it has failed to establish the same. In fact, Ms. Wilsoncroft sought such information in discovery but Plaintiff refused to provide the same, which is, in part, the basis for Defendant's MOTION TO COMPEL.
10. The same seeks confidential and proprietary information which does not belong to Ms. Wilsoncroft but to her employer, who has objected to Ms. Wilsoncroft divulging the same. (See Exhibit 1).

11. The same is a legal conclusion for which no response is required.

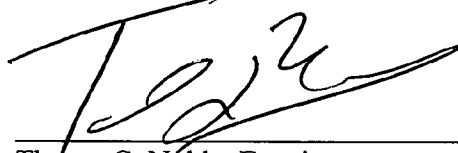
New Matter

12. Attached hereto as Exhibit "2", is Plaintiff's response to Interrogatories No. 7 & 8, wherein it was unable to identify one single customer it claimed was lost due to Ms. Wilsoncroft's violation of the covenant not to compete.

13. As the Court of Common Pleas of Clearfield County has ruled in a similar case, "...Plaintiff has f[a]iled to establish any harm resulting from Defendant's subsequent involvement with a competitor. The existence of a non-competition agreement clause in an employment contract only permits the employer to seek relief from the court. It does not guarantee relief. Since irreparable harm is a requirement and none exists in the instant case, this Court will not grant injunctive relief to the Plaintiff." See Frank M. Sheesley Co., v. Robert T. Kitchen and Kitchen Contracting (01-229-CD), citing Rollins Protective Services Company v. Shaffer, 557 A.2d 413 (1988).

14. That although Plaintiff might present some colorful right to the requested information, Ms. Wilsoncroft, for the reasons herein stated, also has an interest (actually that of her employer) to not disclose the information. In such situation, it is to the Court's judgment to decide which of these competing interests prevails. In this situation, Defendant would request that the Court also consider the Defendant's lack of ability to prevail on the merits.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

Big Book DIRECTORIES™

1000 Conshohocken Road, Fifth Floor, Conshohocken, Pennsylvania 19428

June 1, 2005

Ferraraccio & Noble
Attn: Theron Noble
301 East Pine St.
Clearfield, PA 16830

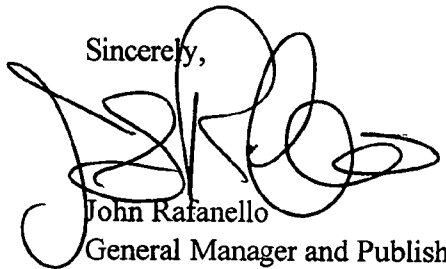
Dear Mr. Noble:

I have received a request from your client, Nicole Wilsoncroft, for the release of our confidential client information to a third party.

This letter is to inform you that the Big Book Directory declines the request.

If you should have any questions or concerns, I can be reached at (610) 940-1515 ext. 226.

Sincerely,



John Rafanello
General Manager and Publisher
Big Book Directories

amr

Defendant's Exhibit "1"

7. Identify all revenue lost by Plaintiff as a result of the alleged violation of the covenant not to compete by Defendant. Your response hereto shall include an identification of each customer as well as the approximate date when the revenue was lost, the amount of the revenue, the service or item which the customer elected not to purchase and exactly what role Plaintiff alleges that Ms. Wilsoncraft played in the loss of that revenue.

Answer: Damages are undeterminable at this point in time. As these Interrogatories are continuing, Plaintiff reserves the right to produce evidence of damages that may be determined at a reasonable time prior to trial. Plaintiff adds that it is not seeking damages for lost revenue, but rather is seeking specific performance of the non-competition provision in the contract.

8. In regards to your response to Interrogatory number 7, please identify each and every person known to you which has information supporting, or tending to support, your response stating the information and identifying the source of the information.

Answer Plaintiff is uncertain at this time as to any witnesses who will testify to lost revenues. As these Interrogatories are continuing, Plaintiff reserves the right to produce the names of witnesses at a reasonable time prior to trial.

Defendant's Exhibit "2"

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

:

: No. 04- 2003 -CD

:

:

:

Type of Pleading:

:

MOTION FOR CONTINUANCE

:

:

Filed By:

:

Defendant

:

Counsel of Record:

:

Theron G. Noble, Esquire

Ferraraccio & Noble

:

301 East Pine Street

Clearfield, PA 16830

:

(814)-375-2221

PA I.D.#: 55942

FILED ^{NO} ^{ec}
m16:47/61
SEP 07 2005 ^{6K}

William A. Shaw
Prothonotary/Clerk of Courts

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

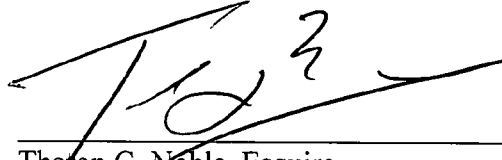
HORIZON PUBLICATIONS, INC.,)	
)	
PLAINTIFF,)	
)	
v.)	No. 04- <u>2003</u> -CD
)	
NICOLE WILSONCROFT,)	
)	
DEFENDANT.)	

MOTION FOR CONTINUANCE

AND NOW, comes the Defendant, Nicole Wilsoncroft, by and through her counsel of record,
Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her
MOTION FOR CONTINUANCE:

1. That presently before the Court is Plaintiff's MOTION TO COMPEL discovery responses.
2. That argument is scheduled to be held on September 20, 2005, at 9:00 A.M..
3. That Counsel for Ms. Wilsoncroft is scheduled to appear before Superior Court (in the matter of Hess v. Owens, et.al.) on the same date at 9:30 A.M.. It is impossible to appear at each of these proceedings and the other matter was previously scheduled.
4. That given the circumstances, counsel for Plaintiff was consulted and does not object to this request for continuance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

No. 04- 2003 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire of Ferraraccio & Noble, counsel for defendant, does hereby certify this 6th day of September, 2005, that I did mail a true and correct copy of Defendant's MOTION FOR CONTINUANCE to the below indicated person, at said address, being counsel of record for the Plaintiff, by depositing the same in the United States Mail, first class, postage prepaid:

Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

PLAINTIFF'S REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED acc Atty
9/21/05
SEP 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
 :
vs. : No. 04 - 2003 - CD
 :
NICOLE WILSONCROFT, :
Defendant :

PLAINTIFF'S REPLY TO NEW MATTER

12. It is admitted that Plaintiff did not identify a specific customer that it lost due to Defendant's violation of the non-competition clause. However, it should be noted that Plaintiff answered further that it reserved the right to produce any evidence of damages that may be determined at a reasonable time prior to trial and that it is not seeking monetary damages, but rather equitable relief.

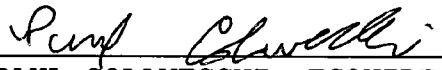
13. It is admitted that the Court of Common Pleas did make such a ruling in a similar case. However, the Defendant is making an incorrect analysis. The language cited in Rollins is referring to a Plaintiff who is seeking a Preliminary Injunction. The Plaintiff in this case is not seeking a Preliminary Injunction,

rather a permanent injunction forbidding the Defendant's continued violation of the noncompetition clause. The reasoning cited by Defendant is a misconception. "It is not the initial breach of a covenant which necessarily establishes the existence of irreparable harm, but rather the threat of the unbridled continuation of the violation in a resultant and calculable damage to the former employer's business that constitutes the justification for equitable intervention." Clifton vs. O'Connor, 338 Pa. Super. 246; 487 A.2d 947; 1985 "The covenant seeks to prevent more than just the sales that might result from the prohibited contact but also the covenant is designed to prevent a disturbance in a relationship that has been established between appellees and their accounts through prior dealings. It is the possible consequences of this unwarranted interference with customer relationships that is unascertainable and not capable of being fully compensated by money damages. It is for this reason we noted in Benninger vs. Carl Berke Associates, Inc., 445 Pa. 100, 103, 314 A.2d 296, 298 (1974) that where a covenant of this type meets the test of reasonableness, it is prima facie enforceable in equity."

Therefore, the main issue in this case will ultimately be a determination of whether the noncompetition clause at issue is reasonable in scope and duration.

14. It is admitted that the Plaintiff has a right to request the information. Defendant should be compelled to produce said information because it is discoverable under the Pennsylvania Rules of Evidence, it is vital to Plaintiff's case, and Plaintiff has no other means of getting said information.

Further, it is inappropriate at this time to request the Court to consider whether or not Defendant has a lack of ability to prevail on the merits.



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

ANSWER TO DEFENDANT'S MOTION TO
COMPEL

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3CC
013482/31 Amy
SEP 14 2005 P. Colavecchi
William A. Shaver
Prothonotary/Clerk of Courts

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

ANSWER TO DEFENDANT'S MOTION TO COMPEL

1. Admitted.

2. Admitted.

3. Admitted in part and denied in part. As of the present date, B.J. Riley will testify at the trial of this case. He has no criminal convictions. David Radler will not testify at the trial of this case. Therefore, said evidence of his criminal record is irrelevant.

4. Admitted.

5. Admitted.

6. Admitted. It is Plaintiff's position that the Employment Agreement between Ogden Newspapers and Defendant dated July 28, 2003 and the Agreement and General Release dated April 5, 2004 between Plaintiff and Defendant is evidence enough to determine what right the Plaintiff has to assert against Defendant. However,

upon consideration, Plaintiff is in the process of reviewing its file to determine what documentation it has pertaining to assets purchased from Ogden Newspapers.



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

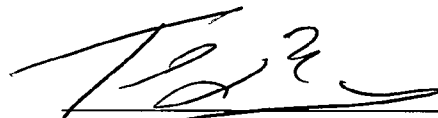
No. 04- 2003 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire of Ferraraccio & Noble, counsel for defendant, does hereby certify this 14th day of September, 2005, that I did mail a true and correct copy of the September 8th ORDERS entered upon Defendant's MOTION TO COMPEL and MOTION FOR CONTINUANCE to the below indicated person, at said address, being counsel of record for the Plaintiff, by depositing the same in the United States Mail, first class, postage prepaid:

Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED ^{no}cc
m/11:33 ^{OK}
SEP 15 2005
William A. Shaw
Prothonotary/Clerk of Courts

CA

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

HORIZON PUBLICATIONS, INC. :

-VS-

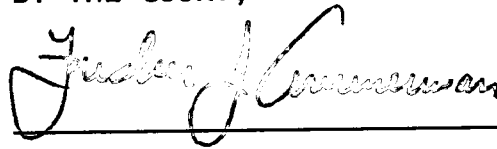
: No. 04-2003-CD

NICOLE WILSONCROFT :

O R D E R

NOW, this 3rd day of October, 2005, following argument on the Motion to Compel Answers to Interrogatories filed on August 19, 2005, on behalf of the Plaintiff; the Court believing that the information requested is relevant concerning the action involving claims of noncompetition, it is the ORDER of this Court that said Motion be and is hereby granted and the Defendant provide full and complete answers to Interrogatories 12-A and 32-A, B and C.

BY THE COURT,



President Judge

FILED

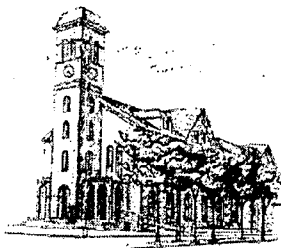
018-49/01
OCT 05 2005

ICC

Atty's: P. Colavecchi
Noble

LM

Wanda A. Shaw
Prothonotary Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

X_____ The Prothonotary's office has provided service to the following parties:

X_____ Plaintiff(s)/Attorney(s)

X_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

HORIZON PUBLICATIONS, INC. :

-VS-

: No. 04-2003-CD

NICOLE WILSONCROFT :

O R D E R


NOW, this 3rd day of October, 2005, following argument on the Defendant's Motion to Compel filed on September 7, 2005, it is the ORDER of this Court as follows:

1. The Plaintiff's Motion in regard to the criminal record information on David Radler is hereby granted. The Plaintiff shall provide the requested information on the said individual in regard to any criminal conviction for a crime involving criminal falsi and the conviction was within the last fifteen (15) years;

2. In regard to the second issue contained therein, the Plaintiff shall provide the Defense with a true and correct copy of the asset purchase agreement dated April 5, 2004, but shall be permitted to redact the consideration provisions as set forth in paragraph 2, page

3.

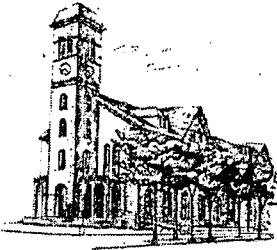
BY THE COURT,


President Judge

FILED

018:5481
OCT 05 2005

icc
Atty: P. Glavacchi
Noble



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☒ Plaintiff(s)/Attorney(s)

☒ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER	TYPE TRIAL REQUESTED	DATE PRESENTED	ESTIMATED TRIAL TIME
04 - 2003 - CD	() Jury (X) Non-Jury		
Date Complaint	() Arbitration	<u>1</u> Days	
Filed: 12/02/04			

PLAINTIFF(S)

HORIZON PUBLICATIONS, INC. ()

DEFENDANT(S)

NICOLE WILSONCROFT, ()

ADDITIONAL DEFENDANT(S)

Check Block if
a Minor is a
Party to the
Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Plaintiff

HORIZON PUBLICATIONS, INC.

12/20/04

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

more than
\$ 25,000

() yes (X) no

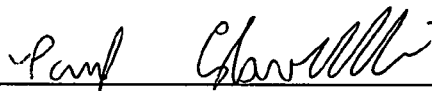
FILED

JAN 30 2006

W/1140/1007
William A. Shaw
Prothonotary/Clerk of Courts
No 9/c

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial; and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


PAUL COLAVECCHI, ESQUIRE

FOR THE PLAINTIFF

Paul Colavecchi, Esquire

221 E. Market St., Clearfield, PA 16830

TELEPHONE NUMBER

814/765-1566

FOR THE DEFENDANT

Theron G. Noble, Esquire

301 E. Pine Street, Clearfield, PA 16830

TELEPHONE NUMBER

814/375-2221

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

25

LA

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

HORIZON PUBLICATIONS, INC.,
Plaintiff

vs.

NICOLE WILSONCROFT,
Defendant

*
*
*
*
*
*

NO. 04-2003-CD

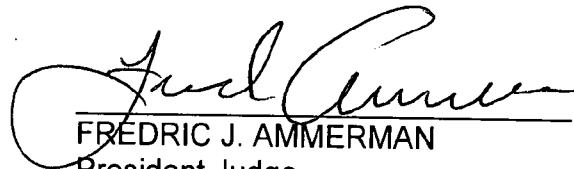
ORDER

NOW, this 21st day of April, 2006, following Pre-Trial Conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Non-Jury Trial is scheduled for **Thursday, May 18, 2006** commencing at **9:00 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

2. The Court notes that the Plaintiff has withdrawn any request for relief of in the form of economic damages.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

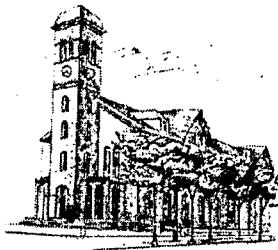
FILED

9/9:47 am

APR 24 2008

icc Atty P. Colavecchi
icc Atty Noble

William A. Shaw
Prothonotary



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary


Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 4-24-06

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

UA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

MOTION FOR CONTINUANCE

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED
APR 28 2006
0/2:15
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT to ATR

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

HORIZON PUBLICATIONS, INC. :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

MOTION FOR CONTINUANCE

NOW COMES, Paul Colavecchi, Esquire, Attorney for Plaintiff, Horizon Publications, Inc., and files this Motion for Continuance as follows:

1. A Pre-Trial Conference was scheduled in this action on April 4, 2006 at which time a trial was scheduled for May 18, 2006 at 9:00 a.m.

2. Petitioner was contacted by Darren Youngblood, a representative of Horizon Publications, Inc., and advised that a witness for the Plaintiff; namely, William J. Riley, is not available on the date scheduled for trial due to the fact that he will be attending his son's graduation.

3. Further, Darren Youngblood advised Counsel that he had not conveyed this information prior to the Pre-Trial because he had not checked with Mr. Riley regarding the dates he would be available to travel to Pennsylvania.

4. Darren Youngblood and William J. Riley are traveling from Illinois for the trial.

5. Petitioner spoke with the office of the Court Administrator and was advised that May 26, 2006 was still available. Therefore, Petitioner requests that the hearing be rescheduled from May 18, 2006 to May 26, 2006 to accommodate the schedule of William J. Riley to appear for the trial.

WHEREFORE, Petitioner requests that this Motion for Continuance be granted.



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
(814) 765-1566

April 28, 2006

DATE

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF,

v.

NICOLE WILSONCROFT,

DEFENDANT.

No. 04- 2003 -CD

Type of Pleading:

**REPLY TO MOTION FOR
CONTINUANCE**

Filed By:

Defendant

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED No CC.
m/10:55 am
MAY - 3 2008 (LM)

William A. Shaw
Prothonotary

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

HORIZON PUBLICATIONS, INC.,)	
)	
PLAINTIFF,)	
)	No. 04- <u>2003</u> -CD
v.)	
)	
NICOLE WILSONCROFT,)	
)	
DEFENDANT.)	

MOTION FOR CONTINUANCE

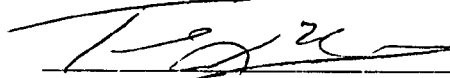
AND NOW, comes the Defendant. Nicole Wilsoncroft, by and through her counsel of record,
Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her
RESPONSE TO PLAINTIFF'S MOTION FOR CONTINUANCE:

1. That this matter is scheduled for trial on May 18th.
2. That a pre-trial conference was held on April 21st.
3. That as per local rules Ms. Wilsoncroft was present at the Courthouse and had provided her counsel with scheduling information.
4. Although Plaintiff's counsel was present its litigation representative did not attend.
5. That Plaintiff apparently did not do as the Court Administrator's office recommended to check with witness availability such that a trial date could be determined. (See Plaintiff's Motion for Continuance).

6. That Plaintiff claims one of its witnesses will not be able to attend due to his son's graduation. (See Plaintiff's Motion for Continuance).
7. That one can only believe that the graduation was scheduled well in advance such that this information was or should have been available to Plaintiff had it done as required by the Court Administrator's guidelines for the pre-trial conference.
8. That Defendant would be prejudiced by the delay in that (i) the two year limiting period contained in the covenant not to compete has expired and (ii) is only extended "during the period of litigation".
9. Defendant believes and therefore avers that the request for continuance is sought in bad faith for the sole purpose of extending Plaintiff's argument that the covenant not to compete should be further extended.

WHEREFORE, Defendant requests that Plaintiff's MOTION FOR CONTINUANCE be DENIED.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Defendant
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

HORIZON PUBLICATIONS, INC.,

PLAINTIFF.

v.

NICOLE WILSONCROFT,

DEFENDANT.

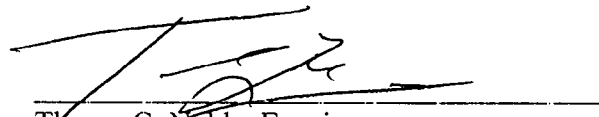
No. 04- 2003 -CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire of Ferraraccio & Noble, counsel for defendant, does hereby certify this 2nd day of May, 2006, that I did mail a true and correct copy of the Defendant's REPLY TO MOTION FOR CONTINUANCE, at said address, being counsel of record for the Plaintiff, by depositing the same in the United States Mail, first class, postage prepaid:

Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FERRARACCIO & NOBLE

301 East Pine Street
Clearfield, PA 16830
(814) 765-4990
(814) 375-2221
FAX: (814) 765-9377

Mr. William A. Shaw, Prothonotary
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

May 2, 2006

Re: Horizon Publications v. Wilsoncroft;
04-2003-CD
REPLY TO MOTION FOR CONTINUANCE

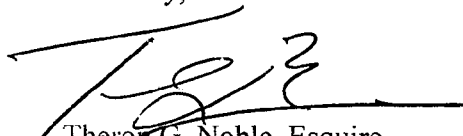
Dear Prothonotary:

Please find enclosed and file Defendant's REPLY TO MOTION FOR CONTINUANCE with a CERTIFICATE OF SERVICE. In accordance with the attached CERTIFICATE OF SERVICE, I have sent a true and correct copy therein indicated to the below listed persons under cover of this letter.

As always, thank you for assistance which is greatly appreciated.

With regards, I am

Sincerely,



Theron G. Noble, Esquire

tn/TGN w.encl.

cc: Ms. Nicole Wilsoncroft w.encl.

Paul Colavecchi, Esquire w.encl.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HORIZON PUBLICATIONS, INC.,
Plaintiff

Vs.

NICOLE WILSONCROFT,
Defendant

CIVIL DIVISION

No. 04 - 2003 - CD

RESCHEDULING ORDER

Filed on Behalf of:

Plaintiff, HORIZON
PUBLICATIONS, INC.

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 2cc
09:39/51 Amy Colavecchi
MAY 03 2006 (62)
William A. Shaw
Prothonotary/Clerk of Courts

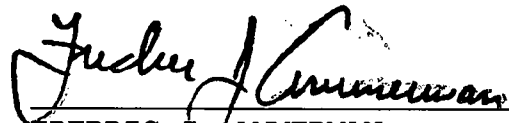
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

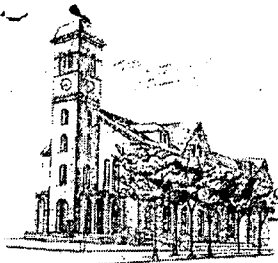
HORIZON PUBLICATIONS, INC. :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

RESCHEDULING ORDER

AND NOW, this 2ND day of MAY ^{FJK}~~April~~ 2006, upon request of the attorney for the Plaintiff concerning a continuation of the trial which is presently scheduled to be held on May 18, 2006 at 9:00 a.m., it is hereby ORDERED and DECREED that the trial will be rescheduled to be held on the 26th day of May, 2006, at 9:00 a.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 5/21/06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s)/Attorney(s)

☐ Defendant(s)/Attorney(s)

☐ Other

☐ Special Instructions:

CA

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

HORIZON PUBLICATIONS, INC. :

-VS-

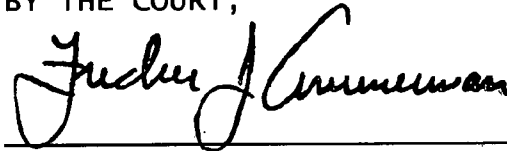
: No. 04-2003-CD

NICOLE WILSONCROFT :

O R D E R

NOW, this 26th day of May, 2006, following discussion as will appear of record, the Court hereby grants the Defendant's request for non-suit. The Plaintiff's Complaint is hereby dismissed.

BY THE COURT,



President Judge

FILED

MAY 26 2006

6/2:00(w) CR
William A. Shaw
Prothonotary/Clerk of Courts

2 CERO TO ATTY

P. COLANAUW
+

T. NOBIL

LAW OFFICES
COLAVECCHI & COLAVECCHI

221 EAST MARKET STREET

(Across from Courthouse)

P. O. BOX 131

CLEARFIELD, PENNSYLVANIA 16830

(814) 765-1566 or (800) 953-1566

JOSEPH COLAVECCHI
PAUL COLAVECCHI

FAX
(814) 765-4570

April 4, 2006

David S. Meholick
Court Administrator
Clearfield County Courthouse
Suite 228, 230 East Market Street
Clearfield, PA 16830

Attention: Ronda J. Wisor

In Re: Horizon Publications, Inc. vs. Nicole
Wilsoncroft; No. 04-2003-CD

Dear Ms. Wisor:

Enclosed please find a Pre-Trial Memorandum being submitted on behalf of Horizon Publications, Inc., Plaintiff in the above-captioned action.

Sincerely yours,

Paul Colavecchi

Paul Colavecchi

PC:lz
Enclosure

cc: Theron Noble, Esquire

*Bonnie,
for file
for Arbitration
TX
R*

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 5, 2006, a true and correct copy of a Pre-Trial Memorandum submitted on behalf of Plaintiff in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

DATE: 4-4-06

BY: Paul Colavecchi
PAUL COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

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

HORIZON PUBLICATIONS, INC., :
Plaintiff :
vs. : No. 04 - 2003 - CD
NICOLE WILSONCROFT, :
Defendant :

PRE-TRIAL MEMORANDUM

Paul Colavecchi, Esquire, Attorney for Horizon Publications, Inc., files this Pre-Trial Memorandum on behalf of Plaintiff and respectfully avers as follows:

BRIEF FACTUAL STATEMENT OF CLAIM:

Defendant, Nicole Wilsoncroft, had been employed by Ogden Newspapers from approximately July 19, 2003, continuing until approximately April 5, 2004. While in the employ of Ogden Newspapers, Defendant signed an Employment Agreement, including a Non-Competition Clause, setting forth that following her termination for any reason or no reason at all, she would agree not to engage directly or indirectly with a business or entity with the revenue stream derived from advertising or any business similar to that conducted by a company within 150 miles of the main United States Post Office of Ridgway, Pennsylvania.

In April of 2004, Plaintiff acquired certain assets from Ogden Newspapers, specifically, the business of The Ultimate Shopper. In connection with the Asset Purchase Agreement between Plaintiff and Ogden Newspaper, Plaintiff purchased the Employment Agreements by and between Ogden Newspapers and employees of The Ultimate Shopper. At the time of acquisition, Plaintiff did not offer employment to all employees of Ogden Newspapers who worked on The Ultimate Shopper publication. The Defendant was not offered employment by Plaintiff and signed an agreement in which she would receive her salary for six (6) months with the condition that she was obligated under the non-competition clause of the Employment Agreement with Ogden Newspapers. Thereafter, an Agreement and General Release between the Plaintiff and Defendant was executed on or about April 9, 2004 in which Defendant agreed to receive her salary for six (6) months and further agreed to continue to be bound by the Employment Agreement that she had signed with Ogden Newspapers which included a non-competition clause.

Some time after signing the agreement with the Plaintiff, Defendant began engaging in business activities which were in direct violation of the non-competition clause under which she agreed to be bound. Defendant accepted employment with The Big Book and had been seeking advertisers for The Big Book well within the 150 mile radius as specified in said agreement. Further, it

is believed that Defendant encouraged former employees of Ogden Newspapers to violate the non-competition clause. Plaintiff filed a Complaint seeking an injunction alleging breach of contract and tortuous interference with the contract.

LIST OF EXHIBITS:

Employment Agreement dated July 8, 2003

Asset Purchase Agreement between Horizon Publications, Inc. and Ogden Newspapers

Sales Agreement between Horizon Publications, Inc. and Ogden Newspapers

Agreement and General Release between Horizon Publications, Inc. and Nicole Wilsoncroft

Client List between Defendant and The Ultimate Shopper

Juanita, Mifflin and Perry Counties Client List with The Big Book

Clarion and Venango Counties Client List with The Big Book

Clearfield and Jefferson Counties Client List with The Big Book

Elk and Cameron Counties Client List with The Big Book

Common Clients with The Ultimate Shopper and The Big Book

NAMES AND ADDRESSES OF WITNESSES:

Darren Youngblood
Horizon Publications Inc.
1120 North Carbon, Suite 100
Marion, IL 62959

William J. Riley
Horizon Publications, Inc.
927 West Connexion Way
Columbia City, IN 46725

Lynn Rosetto
139 Stoney Lane
Ridgway, PA 15853

STATEMENT OF THE LEGAL THEORY:

The Defendant is in violation of a non-competition clause which in effect is a breach of contract. Plaintiff is relying on a body of case law which sets forth the enforceability of non-competition clauses between business and employees.

BRIEF DESCRIPTION OF DAMAGES CLAIMED:

Defendant is not seeking monetary damages. Defendant is seeking an injunction.

EXTRAORDINARY EVIDENCE

None Anticipated.

LIST OF STIPULATIONS:

None.

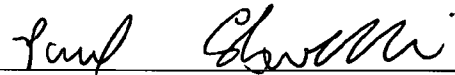
SPECIAL POINTS OF CHARGE:

None are anticipated.

ESTIMATED TIME FOR TRIAL:

One (1) Day.

Respectfully submitted,



PAUL COLAVECCHI, ESQUIRE
Attorney for Plaintiff
221 East Market Street
Clearfield, PA 16830
(814) 765-1566