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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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RICKY A. REITZ and  
BRENDA REITZ, his wife,  
Plaintiffs

vs.

WAL-MART STORES, INC.,  
Defendant

Civil Division

No. 07-698-CD

Type of Pleading: Complaint

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Nathan W. Karn, Sr., Esq.  
Pennsylvania I.D. No: 86068

Evey, Black, Dorezas, Magee, Levine  
Rosensteel & Mauk, LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

(814) 695-7581

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**FILED** *Any pd.*  
*3/11/2007*  
MAY 02 2007 *85.00*  
*Wm* *ICC Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts

RICKY A. REITZ and  
BRENDA REITZ, his wife,  
Plaintiffs  
v.  
WAL-MART STORES, INC.,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA  
:  
: NO.  
:  
: CIVIL DIVISION - LAW  
:

NOTICE

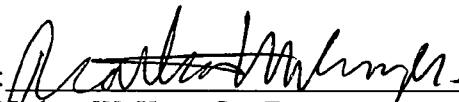
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses 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, 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.

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

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

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP

By:   
Nathan W. Karn, Sr., Esq.  
Attorney for Plaintiff  
401 Allegheny St., P. O. Box 415  
Hollidaysburg, PA 16648  
(814) 695-7581  
Pa. I.D.# 86068

RICKY A. REITZ and	:	IN THE COURT OF COMMON PLEAS
BRENDA REITZ, his wife,	:	OF CLEARFIELD COUNTY,
Plaintiffs	:	PENNSYLVANIA
	:	
v.	:	NO.
	:	
WAL-MART STORES, INC.,	:	CIVIL DIVISION - LAW
Defendant	:	

### COMPLAINT

AND NOW, comes the Plaintiffs, RICKY A. REITZ AND BRENDA REITZ, his wife, by and through their attorneys, Evey, Black, Dorezas, Magee, Levine, Rosensteel & Mauk, LLP, and files the following Complaint:

1.

Plaintiffs, Ricky A. Reitz and Brenda Reitz, his wife, are adult individuals residing at 597 Mountain Run Road, Dubois, Pennsylvania 15801.

2.

Defendant, WAL-MART STORES, INC., is an Arkansas corporation with an address of Bentonville, Arkansas 72716-8611, which is authorized to do business in the Commonwealth of Pennsylvania.

3.

Wal-Mart Stores, Inc., operates a Wal-Mart at 20 Industrial Drive, Dubois, Pennsylvania 15801.

4.

On or about the year 2004, Plaintiffs purchased an Azoo Air Pump 9500 manufactured by the Tiakong Trading Corp. of Tiawan and according to the Tiakong Trading Corp. website, is distributed by various U.S. companies to the Defendant's Wal-Mart store in Dubois.

5.

It is unknown which distributor provided the Azoo Air Pump 9500 to Defendant.

6.

On or about February 20, 2006, the Air Pump system failed causing the pump hose to detach and allowing water to leak upon the hardwood floor and damaging the same so as to require the floor to be replaced.

7.

The Azoo Air Pump 9500 leaked water from the fish tank upon Plaintiffs' floor due to a fatigue fracture at one of the air outlet ports and due to corrosion and oxidation of the internal electronic components which prevented proper electrical operation.

8.

The foregoing problems with the Azoo Air Pump 9500 are the result of the following:

- a. The air pump was negligently designed so as to allow for a fatigue loading at the outlet port resulting in a fatigue fracture at the outlet port, which ultimately resulted in the hose acting as a siphon to remove the water from the aquarium despite the fact the air pump had not been used very long;
- b. The air pump was negligently designed so as to allow moisture and/or air to corrode and oxidize the internal electronic component resulting in improper electrical operation;
- c. The air pump was negligently manufactured so as to have a small hole or notch at a place of stress concentration, which resulted in fatigue loading;
- d. The air pump was negligently manufactured so that the air pump was not properly sealed to avoid moisture and corrosion from affecting the internal electronic components;
- e. The air pump was negligently inspected so as to fail to find a small hole or notch at a place of stress concentration, which resulted in fatigue loading; and
- f. The air pump was negligently inspected to insure that the air pump was properly sealed so as to avoid moisture and corrosion from affecting the internal electronic components.

9.

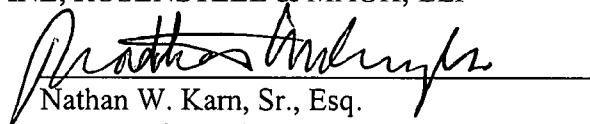
As a result of the aforesaid negligence, Plaintiffs suffered damage to their property as set forth above resulting in repairs in the amount of Five Thousand Eight Hundred Ninety Dollars and Nineteen Cents (\$5,890.19).

WHEREFORE, Plaintiffs claim damages of Defendant, Wal-Mart Stores, Inc., in the amount of Five Thousand Eight Hundred Ninety Dollars and Nineteen Cents (\$5,890.19), together with costs of suit.

Respectfully Submitted,

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP

BY:

A handwritten signature in dark ink, appearing to read "Nathan W. Kam, Sr.", is written over a horizontal line.

Nathan W. Kam, Sr., Esq.

Attorney for Plaintiffs

PA I.D. # 86068


401 Allegheny Street


Hollidaysburg, Pennsylvania

(814) 695-7581

VERIFICATION

The undersigned, Ricky A. Reitz and Brenda Reitz, his wife, aver that the statements of fact contained in the foregoing Complaint are true and correct to the best of their knowledge, information and belief, and are made subject to the penalties of 18 Pa. Con. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

  
Ricky A. Reitz

  
Brenda Reitz

DATED: 4/16/2007



FILED

MAY 02 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

RICKY A. REITZ and  
BRENDA REITZ, h/w  
Plaintiffs,

v.

WAL-MART STORES EAST, LP  
Defendant.

CIVIL DIVISION

NO. 07-698-CD

**ANSWER WITH NEW MATTER**

Filed on Behalf of Defendant  
Counsel of Record for this Party:

Angela M. Heim, Esquire  
PA ID: 75952

**RAWLE & HENDERSON LLP**  
The Henry W. Oliver Bldg.  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222  
(412) 261-5700  
FAX: (412) 261-5710

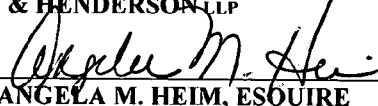
**FILED** *mcc*  
*m/11:21/07*  
**JUN 11 2007** *CR*

William A. Shaw  
Prothonotary/Clerk of Courts

**TO ALL PARTIES:**

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

**RAWLE & HENDERSON LLP**

By   
**ANGELA M. HEIM, ESQUIRE**  
Attorneys for Defendant,  
Wal-Mart Stores East LP

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

RICKY A. REITZ and	:	CIVIL DIVISION
BRENDA REITZ, h/w	:	
Plaintiffs,	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES EAST, LP	:	
Defendant.	:	

**ANSWER WITH NEW MATTER**

Defendant, Wal-Mart Stores East, LP, by and through its attorneys, Rawle & Henderson LLP, hereby answers plaintiff's Complaint and asserts New Matter as follows:

1. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of averments set forth in paragraph 1 of the Complaint and, therefore, denies same and demands strict proof thereof.

2. Denied as stated. Defendant is a foreign limited partnership established in the State of Delaware with a principal place of business in the State of Arkansas. It is admitted, however, that defendant is authorized to do business in the Commonwealth of Pennsylvania.

3. Admitted.

4. After reasonable investigation, defendant is without knowledge or information sufficient to form a believe as to the truth of the averments set forth in paragraph 4 of the

Complaint regarding the contents of the website of Tai Kong Trading Corp., and, therefore, denies same and demands strict proof thereof. However, it is denied that the Azoo Air Pump 9500, which is purportedly manufactured by the Tai Kong Trading Corp., is distributed to the defendant for sale at any of its stores, including the store at 20 Industrial Drive, Dubois, Pennsylvania, by any U.S. or foreign companies

5. It is denied that the Azoo Air Pump 9500, which is purportedly manufactured by the Tai Kong Trading Corp., is distributed to the defendant for sale at any of its stores, including the store at 20 Industrial Drive, Dubois, Pennsylvania, by any U.S. or foreign companies.

6. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 6 of the Complaint and, therefore, denies same and demands strict proof thereof.

7. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 7 of the Complaint and, therefore, denies same and demands strict proof thereof.

8. After reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, subparagraphs (a) through (f), of the Complaint and, therefore, denies same and demands strict proof thereof. By way of further answer, however, defendant did not and does not sell the Azoo Air Pump 9500 at any of its stores, including its store in Dubois, Pennsylvania. Additionally, it is denied that defendant was negligent in any manner relative to this Complaint.

9. It is denied that defendant was negligent in any manner relative to this Complaint. After reasonable investigation, defendant is without knowledge or information

sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 9 of the Complaint and, therefore, denies same and demands strict proof thereof at trial.

**NEW MATTER**

10. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

11. The negligence claims set forth in the Complaint are barred, in whole or in part, by the comparative and/or contributory negligence of the plaintiffs.

12. The damages alleged in the Complaint were not caused by any acts or omissions of defendant Walmart.

13. Defendant did not sell the Azoo Air Pump 9500 at any time relative to this Complaint.

14. Defendant has never manufactured any air pumps, including the Azoo Air Pump 9500.

15. Defendant did not distribute the Azoo Air Pump 9500 at issue in this matter.

16. To the extent the plaintiffs can prove that they purchased the Azoo Air Pump 9500 at the Wal-Mart store in Dubois, Pennsylvania, which averment is denied, then any damages caused therefrom were solely the result of the product having been changed, altered or modified in a condition substantially different from when it left the control of defendant.

17. To the extent plaintiffs can prove that they purchased the Azoo Air Pump 9500 from the Wal-Mart store in Dubois, Pennsylvania, which averment is specifically denied, defendant avers that the product was safe for normal operation and was not in any sense defective or unreasonably dangerous.

18. To the extent the plaintiffs can prove that the Azoo Air Pump 9500 caused any damage to their property, said damages were solely the result of plaintiffs' misuse or abuse of the product.

19. To the extent the plaintiffs can prove that the Azoo Air Pump 9500 caused any damage to their property, said damage was caused by plaintiffs' failure to use the product in accordance with the products warnings and/or instructions.

20. In the event the plaintiffs prove that the subject air pump was defective, any such alleged defect was neither a substantial nor proximate cause of the damage to the plaintiffs' property.

21. The plaintiffs did not purchase the Azoo Air Pump 9500 identified in the Complaint from defendant.

WHEREFORE, defendant demands judgment in its favor, and against the plaintiffs, together with attorneys' fees, interests and other costs as allowed by law.

**RAWLE & HENDERSON LLP**

By: 

Angela M. Heim, Esquire  
Attorney for Defendant,  
Wal-Mart Stores East LP

Date: 6-8-07

**VERIFICATION**

I, ANGELA M. HEIM, ESQUIRE, hereby states that she is an associate at the law firm of Rawle & Henderson, LLP, attorneys for defendant, Wal-Mart Stores East LP, and that she is authorized to make this Verification on behalf of said defendant. The undersigned verifies that the statements made in the foregoing Answer are true and correct to the best of her knowledge, information, and belief. The undersigned understands that the statements set forth in said pleading are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
ANGELA M. HEIM, ESQUIRE

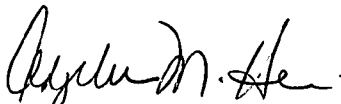
DATE: 6-8-07

**CERTIFICATION OF SERVICE**

I, Angela M. Heim, Esquire, do hereby certify that on today's date, a true and correct copy of the foregoing defendant's Answer to plaintiffs' Complaint With New Matter has been sent by U.S. first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Nathan W. Karn, Sr., Esq.  
Evey, Black, Dorezas, Magee,  
Levine, Rosensteel & Mauk LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648  
*Attorneys for Plaintiff*

RAWLE & HENDERSON LLP

By:   
Angela M. Heim, Esquire  
Attorney for Defendant,  
Wal-Mart Stores East, LP

DATE: 6-8-07



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

RICKY A. REITZ and	:	CIVIL DIVISION
BRENDA REITZ, h/w	:	
Plaintiffs,	:	
v.	:	NO. 07-698-CD
WALMART STORES, INC.	:	
Defendant.	:	<b><u>STIPULATION TO EXTEND TIME TO ANSWER COMPLAINT</u></b>

Filed on Behalf of Defendant  
Counsel of Record for this Party:

Angela M. Heim, Esquire  
PA ID: 75952

**RAWLE & HENDERSON**  
Henry W. Oliver Bldg.  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222  
(412) 261-5700  
FAX: (412) 261-5710

**FILED** <sup>NO CC</sup>  
JUN 11 2007 <sup>GR</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

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

RICKY A. REITZ and	:	CIVIL DIVISION
BRENDA REITZ, h/w	:	
Plaintiffs,	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES, INC.	:	
Defendant.	:	

**STIPULATION FOR EXTENSION OF TIME TO ANSWER COMPLAINT**

Plaintiffs Ricky A. Reitz and Brenda Reitz, and defendant Wal-Mart Stores East, LP, incorrectly identified in the Complaint as Wal-Mart Stores, Inc., by and through their undersigned attorneys, hereby Stipulate that defendant shall have an extension to file an answer to the Complaint, said extension to expire on June 15, 2007.

**EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP**

By: \_\_\_\_\_

Nathan W. Karn, Sr., Esquire  
Attorney for Plaintiffs,  
Ricky A. Reitz and Brenda Reitz

P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

Date: June 4, 2007

**RAWLE & HENDERSON LLP**

By: \_\_\_\_\_

Angela M. Heim, Esquire  
Attorney for Defendant,  
Wal-Mart Stores East LP

The Henry W. Oliver Building  
Suite 1000, 535 Smithfield Street  
Pittsburgh, PA 15222

Date: 6-8-07

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

RICKY A. REITZ and  
BRENDA REITZ, h/w

Plaintiffs,

v.

WALMART STORES, INC.

Defendant.

CIVIL DIVISION

NO. 07-698-CD

**STIPULATION TO AMEND  
NAME OF DEFENDANT**

Filed on Behalf of Defendant  
Counsel of Record for this Party:

Angela M. Heim, Esquire  
PA ID: 75952

**RAWLE & HENDERSON LLP**  
Henry W. Oliver Bldg.  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222  
(412) 261-5700  
FAX: (412) 261-5710

**FILED**  
m711:2101 No ec  
JUN 11 2007 (GR)

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

RICKY A. REITZ and  
BRENDA REITZ, h/w  
Plaintiffs,  
v.  
WAL-MART STORES, INC.  
Defendant.

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CIVIL DIVISION  
  
NO. 07-698-CD

**STIPULATION TO CHANGE THE CAPTION TO AMEND NAME OF DEFENDANT**

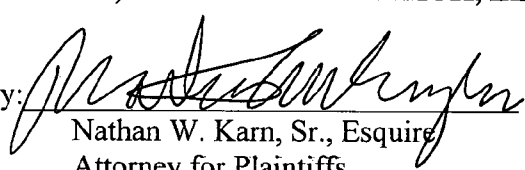
Plaintiffs Ricky A. Reitz and Brenda Reitz, and defendant Wal-Mart Stores East, LP, incorrectly identified in the Complaint as Wal-Mart Stores, Inc., by and through their undersigned attorneys, hereby stipulate that the caption shall be amended to name the correct Wal-Mart entity as the defendant as follows:

RICKY A. REITZ and  
BRENDA REITZ, h/w  
Plaintiffs,  
v.  
WAL-MART STORES EAST, LP,  
Defendant.

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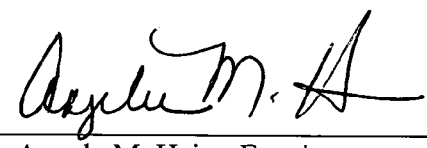
CIVIL DIVISION  
  
NO. 07-698-CD

**EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP**

By:   
Nathan W. Karn, Sr., Esquire  
Attorney for Plaintiffs,  
Ricky A. Reitz and Brenda Reitz  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

Date: 6-5-07

**RAWLE & HENDERSON LLP**

By:   
Angela M. Heim, Esquire  
Attorney for Defendant,  
Wal-Mart Stores East L  
The Henry W. Oliver Building  
Suite 1000, 535 Smithfield Street  
Pittsburgh, PA 15222

Date: 6-8-07

**FILED**

**JUN 11 2007**

**William A. Shaw**  
Prothonotary/Clerk of Courts

23

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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RICKY A. REITZ and  
BRENDA REITZ, his wife,  
Plaintiffs

vs.

WAL-MART STORES EAST, LP  
Defendant

Civil Division

No. 07-698-CD

Type of Pleading:  
REPLY TO NEW MATTER

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Nathan W. Karn, Sr., Esq.  
Pennsylvania I.D. No: 86068

Evey, Black, Dorezas, Magee, Levine  
Rosensteel & Mauk, LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

(814) 695-7581

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**FILED**  
mtt:4/20/10 cc  
JUN 26 2007 @

William A. Shaw  
Prothonotary/Clerk of Courts

RICKY A. REITZ and	:	IN THE COURT OF COMMON PLEAS
BRENDA REITZ, his wife,	:	OF CLEARFIELD COUNTY,
Plaintiffs	:	PENNSYLVANIA
	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES EAST, LP,	:	CIVIL DIVISION - LAW
Defendant	:	

**REPLY TO NEW MATTER**

AND NOW, comes the Plaintiffs, Ricky A. Reitz and Brenda Reitz, his wife, by and through their counsel, NATHAN W. KARN, SR., ESQUIRE, of the law firm EVEY, BLACK, DOREZAS, MAGEE, LEVINE, ROSENSTEEL & MAUK LLP, and file the following Reply to New Matter as follows:

10. This is a legal conclusion for which no response is required.
11. This is a legal conclusion for which no response is required.
12. This is a legal conclusion for which no response is required. To the extent a response is deemed necessary, it is specifically denied that Wal-Mart is not legally responsible for the damages as pled in the Complaint, and the entire Complaint is incorporated herein as though set forth at length. Strict proof is demanded at the time of trial.

13. Denied. It is specifically denied that Defendant did not sell the Azoo Air Pump 9500 to the Plaintiffs. Plaintiffs purchased the Azoo Air Pump 9500 from the Defendant's store in Dubois. Strict proof is demanded at the time of trial.

14. Admitted.

15. Denied. It is specifically denied that Defendant did not distribute the Azoo Air Pump 9500 to the Plaintiffs. Plaintiffs purchased the Azoo Air Pump 9500 from the Defendant's store in Dubois. Strict proof is demanded at the time of trial.

16. This is a legal conclusion for which no response is required. To the extent a response is deemed necessary, it is specifically denied that Plaintiffs, or anyone under their authority and control, changed, altered or modified the Azoo Air Pump 9500 in any manner. Strict proof is demanded at the time of trial.

17. This is a legal conclusion for which no response is required. To the extent a response is deemed necessary, it is specifically denied that the product was safe for normal operation and was not, in any sense, defective or unreasonably dangerous for the reasons set forth in the Complaint, which are incorporated herein as though set forth at length. Strict proof is demanded at the time of trial.

18. This is a legal conclusion for which no response is required. To the extent a response is deemed necessary, it is specifically denied that Plaintiffs, or anyone under their authority and control, misused or abused the Azoo Air Pump 9500 in any manner. Strict proof is demanded at the time of trial.

19. This is a legal conclusion for which no response is required. To the extent a response is deemed necessary, it is specifically denied that Plaintiffs, or anyone under their



authority and control, failed to use the products in accordance with the products warnings and/or instructions. Strict proof is demanded at the time of trial.

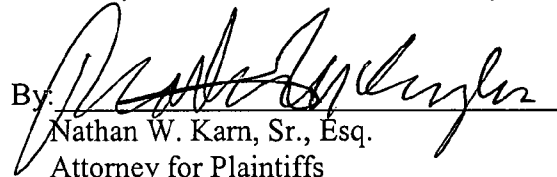
20. This is a legal conclusion for which no response is required.

21. Denied. It is specifically denied that Defendant did not sell the Azoo Air Pump 9500 to the Plaintiffs. Plaintiffs purchased the Azoo Air Pump 9500 from the Defendant's store in Dubois. Strict proof is demanded at the time of trial.

WHEREFORE, Plaintiffs claim damages of Defendant, Wal-Mart Stores East, LP, in the amount of Five Thousand Eight Hundred Ninety Dollars and Nineteen Cents (\$5,890.19), together with costs of suit.

Respectfully Submitted,

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP

By:   
Nathan W. Karn, Sr., Esq.

Attorney for Plaintiffs

PA I.D. # 86068

401 Allegheny Street

Hollidaysburg, Pennsylvania

(814) 695-7581

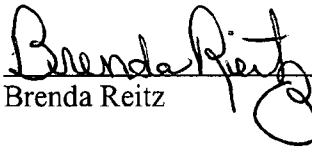
### VERIFICATION

The undersigned avers that the statements of fact contained in the foregoing Reply to New Matter are true and correct to the best of their knowledge, information and belief, and are made subject to the penalties of 18 Pa. Con. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

6-14-2007  
Date

  
\_\_\_\_\_  
Ricky A. Reitz

6/19/2007  
Date

  
\_\_\_\_\_  
Brenda Reitz

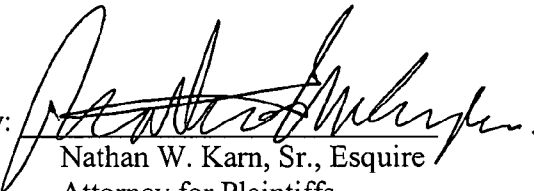
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on the  
25<sup>th</sup> day of June, 2007 by U.S. Mail, first class, postage prepaid,  
addressed to the following:

Angela M. Heim, Esquire  
Rawle & Henderson LLP  
The Henry W. Oliver Bldg.  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222

EVEY, BLACK, DOREZAS, MAGEE  
LEVINE, ROSENSTEEL & MAUK LLP

By:

  
Nathan W. Karn, Sr., Esquire  
Attorney for Plaintiffs  
Pennsylvania I.D. No.: 86068

CMA

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

---

RICKY A. REITZ and  
BRENDA REITZ, his wife,  
Plaintiffs

Civil Division

No. 07-698-CD

vs.

Type of Pleading:  
CERTIFICATE OF READINESS

WAL-MART STORES EAST, LP  
Defendant

Filed on Behalf of Plaintiffs

Counsel of Record for this Party:

Nathan W. Karn, Sr., Esq.  
Pennsylvania I.D. No: 86068

Evey, Black, Dorezas, Magee, Levine  
Rosensteel & Mauk, LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

(814) 695-7581

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**FILED** 1cc Atty Karn  
JUL 05 2007 Atty pd.  
20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

RICKY A. REITZ and	:	IN THE COURT OF COMMON PLEAS
BRENDA REITZ, his wife,	:	OF CLEARFIELD COUNTY,
Plaintiffs	:	PENNSYLVANIA
	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES	:	
EAST, LP,	:	CIVIL DIVISION - LAW
Defendant	:	

**CERTIFICATE OF READINESS**

On behalf of Ricky A. Reitz and Brenda A. Reitz, his wife, Plaintiffs

1. Type of Trial: \_\_\_\_\_ jury \_\_\_\_\_ non-jury XX arbitration

1a. Amount in Controversy:

_____	\$2,000 or less
_____	more than \$2,000 but less than \$5000
<u>XX</u>	\$5,000 to \$10,000
_____	more than \$10,000

2. Estimated Trial Time: \_\_\_\_\_ day(s)  
or for Arbitrations: 2 hours \_\_\_\_\_ minutes

3. Consolidation: \_\_\_\_\_ yes XX no  
Date Consolidated:

4. Minor Party in the Case: N/A

5. Counsel Responsible for Case:

For the Plaintiffs: Nathan W. Karn, Sr., Esquire

For the Defendant: Angela M. Heim, Esquire

I certify on behalf of that all pleadings have been filed, all preliminary motions and objections have been disposed of, all discovery has been completed, all medical examinations have occurred and that the case is ready in all respects for trial.

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK LLP

Date: July 3, 2007

By: 

Nathan W. Karn, Sr.

Attorney for Plaintiffs

PA ID # 86068

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on the 3<sup>rd</sup> day of July, 2007, by United States Mail, postage prepaid, addressed to the following:

Angela M. Heim, Esquire  
Rawle & Henderson LLP  
The Henry W. Oliver Bldg.  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK, LLP

By: 

Nathan W. Karn, Sr., Esq.  
Attorney for Plaintiffs  
PA ID # 86068

FILED

JUL 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts



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

RICKY A. REITZ and BRENDA REITZ, :  
His Wife :

vs. :

No. 07-698-CD  
:

WAL-MART STORES EAST, LP  
:

**ORDER**

NOW, this 19<sup>th</sup> day of July, 2007, it is the ORDER of the Court that the  
above-captioned matter is scheduled for Arbitration on **Thursday, September 6, 2007 at**  
**1:00 P.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse,  
Clearfield, PA. The following have been appointed as Arbitrators:

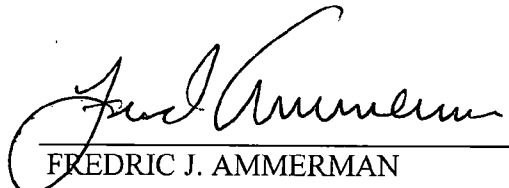
Joseph Colavecchi, Esquire, Chairman

Richard H. Milgrub, Esquire

Barbara Hugney-Shope, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven  
(7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court**  
**Administrator's Office and copies to opposing counsel and each member of the Board of**  
**Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form  
in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 6cc  
JUL 20 2007 CIA

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Ricky A. Reitz and Brenda Reitz  
vs.  
Wal-Mart Stores East, LP

No. 2007-00698-CD


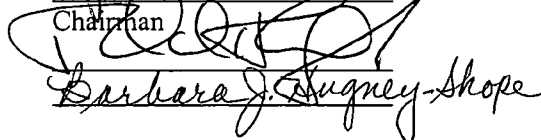
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 6th day of September, 2007, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

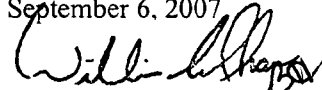
Joseph Colavecchi, Esq.

Richard H. Milgrub, Esq.

Barbara J. Hugney-Shope, Esq.

  
Chairman  
  
Barbara J. Hugney-Shope

Sworn to and subscribed before me this  
September 6, 2007


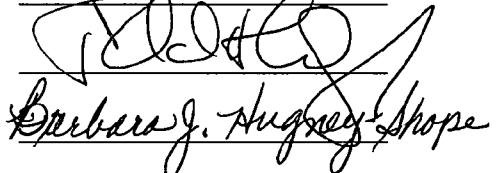
  
Prothonotary

FILED Notice to  
012:1064 Atty's  
SEP 06 2007 Karn, Heim  
William A. Shaw  
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 6th day of September, 2007, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Verdict for Defendant


  
Chairman  
  
Barbara J. Hugney-Shope

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 6th day of September, 2007, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

  
Prothonotary  
By \_\_\_\_\_

COPY

Ricky A. Reitz and Brenda Reitz

Vs.

Wal-Mart Stores East, LP

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2007-00698-CD  
:

NOTICE OF AWARD

TO: ANGELA M. HEIM, ESQ.

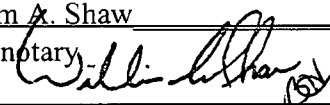
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2007 and have awarded:

Verdict for Defendant

William A. Shaw

Prothonotary

By



September 6, 2007

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COPY

Ricky A. Reitz and Brenda Reitz

Vs.

Wal-Mart Stores East, LP

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2007-00698-CD  
:

NOTICE OF AWARD

TO: NATHAN W. KARN, ESQ

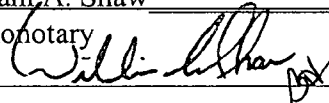
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2007 and have awarded:

Verdict for Defendant

William A. Shaw

Prothonotary

By



September 6, 2007

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102755  
NO: 07-698-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: RICKY A. REITZ and BRENDA REITZ  
vs.  
DEFENDANT: WAL-MART STORES, INC

SHERIFF RETURN

NOW, May 09, 2007 AT 11:47 AM SERVED THE WITHIN COMPLAINT ON WAL-MART STORES, INC.  
DEFENDANT AT 20 INDUSTRIAL DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO  
SARA HUMMEL, ASSISTANT MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	EVEY	28638	10.00
SHERIFF HAWKINS	EVEY	28638	36.82

FILED

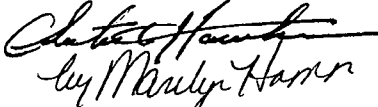
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OCT 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
Chester A. Hawkins  
Sheriff



## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

# LEVEL II INVESTIGATION REPORT

Claim No. 38P787630  
DPI File No. 2006-05-53079

Type of product examined  
by laboratory investigation: Aquarium Pump

From the Residence of: MR./MRS. REITZ

Manufacturer, Distributor  
or Retailer of Product: AQUATIC ECO-SYSTEMS INC.  
ATTN:  
2395 APOPKA BLVD.

Phone: APOPKA FL, 32703  
Fax: 877-347-4788

Report prepared for

*Redacted*

To the best of DPI's knowledge, the manufacturer/distributor information provided herein is correct concerning the product inspected. It is the responsibility of our clients and/or their representatives to ascertain ownership/acquisition status as DPI cannot file for a motion of discovery or render legal services. - Please read the full report.

Claim No. 38P787630

DPI File No. 2006-05-53079



#### HISTORY:

The information received on the claim form stated, "Plastic nipple on end of hose broke causing hose to detach from pump causing pump to siphon water from fish tank."

#### VISUAL EXAMINATION:

- A blue polymeric aquarium air pump was received as evidence for inspection.
- The air pump had an attached power cord, two outlet air ports, and a variable control knob for air flow control.
- It was a 3-6W electronic control pump with maximum pressure of 0.28 kg/cm<sup>2</sup> and a flow rate of 100-400L.
- The pump was marked AZOO 9500.
- The product packaging was marked AZOO AIR PUMP 9500 and the directions for use stated, "...please hang on the AZOO AIR PUMP higher than the water level of aquarium to avoid the water return. If the AZOO AIR PUMP is installed below the water level, please connect with the AZOO SAFTY VALVE to avoid the water return."
- This is an AZOO brand air pump that was manufactured and/or distributed by Taikong Corporation. Per DPI's Research Department, Aquatic Eco-Systems is a U.S. distributor of this pump.
- The product failed due to a fractured air outlet hub.
- The physical characteristics were typical of a fatigue fracture due to fatigue loading.
- Even with the pump installed higher than the water level in the aquarium, when the hub fractured, the remnants of the hub and the elastomer air supply line would drop below the level of water in the aquarium and siphoning would occur.

#### TESTING PROCEDURES & RESULTS:

- The pump was connected to a 115 VAC power source with an amp meter attached to the power cord.
- The pump did not run and there was no current flow through the power cord.
- The cover of the pump was removed for component inspection.
- Generalized oxidation and corrosion were observed with the control circuit board heavily affected. This condition would have prevented the pump from working.
- This pump failed to perform as designed due to corrosion and oxidation of the electronic components.

#### ENCLOSURES: Photos 01-16

- 01: DPI's evidence tag
- 02: Evidence in the "as-received" condition
- 03: Pump markings

1039 E In-Country Blvd. 800.855.8220  
O'Fleur Springs, TN 37643 955.492.6480  
www.dpi-inc.com 885.462.8477 Fax

Diversified Product Inspections, Inc.

Page 2 of 3

- 04-06: Packaging markings and directions for use
- 07: Output air ports
- 08: Output control knob
- 09-11: Fractured outlet hub
- 12: Test set-up
- 13: Test
- 14: Disassembly
- 15-16: Corroded/oxidized components

## CONCLUSION

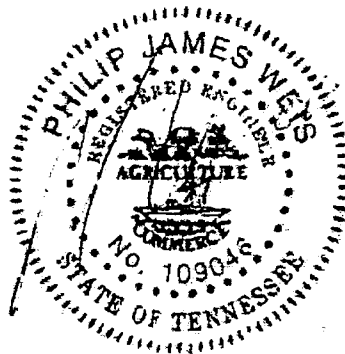
Based on the examination and testing performed by DPI, this aquarium air pump failed to provide the services for which it was designed. This product failure resulted in the siphoning of water out of the aquarium and subsequent damage to the insured's property. This product failure was a result of a fatigue fracture of one of the air outlet ports that caused the supply line to drop below the level of the water in the aquarium and thus the resulting siphoning.

The outlet port failed due to a fracture caused by fatigue loading. Fatigue loading is a repetitive cycling of a load on a part or component through normal use. The general characteristic is that a crack will begin at a stress concentration, such as a small hole or notch, and will progress when the loading is in the right direction and of sufficient magnitude to allow the crack to advance. This results in a fracture with a surface that has steps to mark the progression of the crack with time. Two common names for these steps are "chevron" and "river" markings. The fatigue crack can progress to reduce the load bearing cross section without being visible. When the section is reduced sufficiently for the stress to exceed the tensile strength, the remainder of the section will abruptly fail by overstressing. This portion of the fracture appears fresh and can be identified. This was a product failure due to a fatigue fracture occurring as a result of routine service.

In addition, this air pump failed to operate as designed due to corrosion and oxidation of the internal electronic components, which prevented proper electrical operation. Please refer to the first page of this report for information regarding the manufacturer and/or distributor.

If you have any questions regarding this claim, please contact the Customer Service Department at (865) 482-8480, extensions 130, 116 or 117.

Inspector: John Michener  
Investigator: Philip Weiss



5/15/06  
Date: 5/10/2006

Date: 5/10/2006

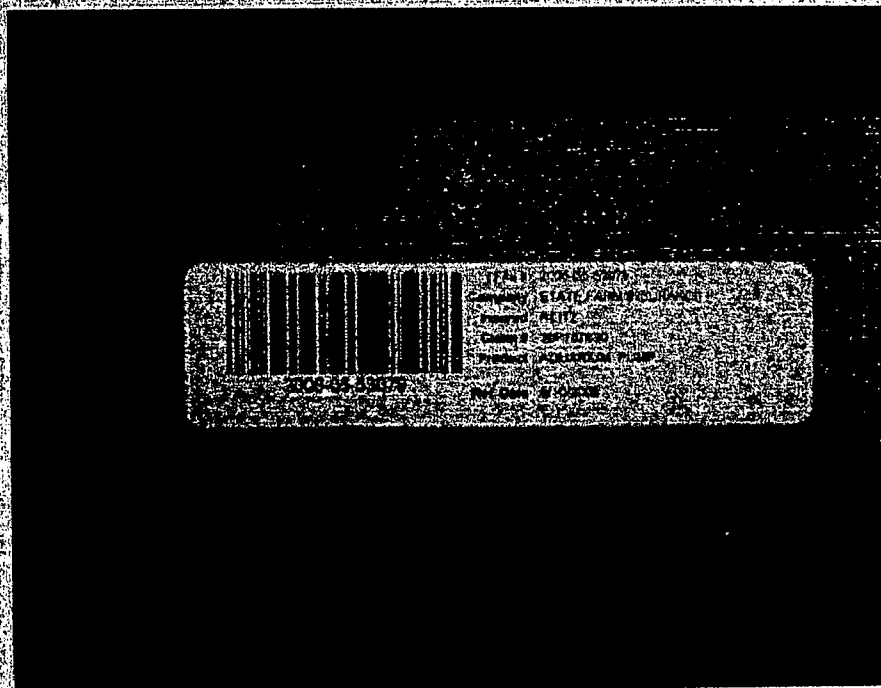




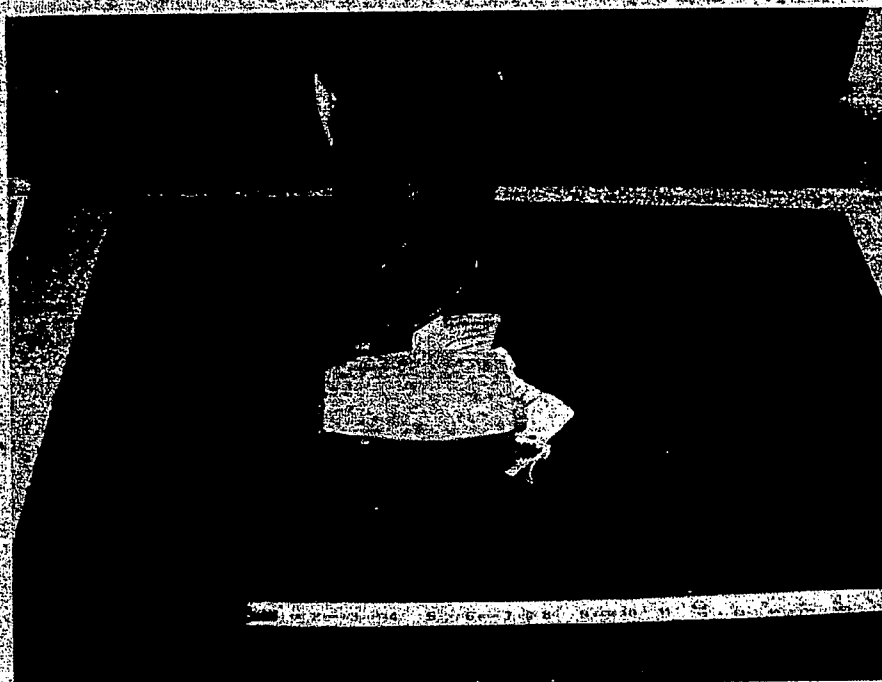
# Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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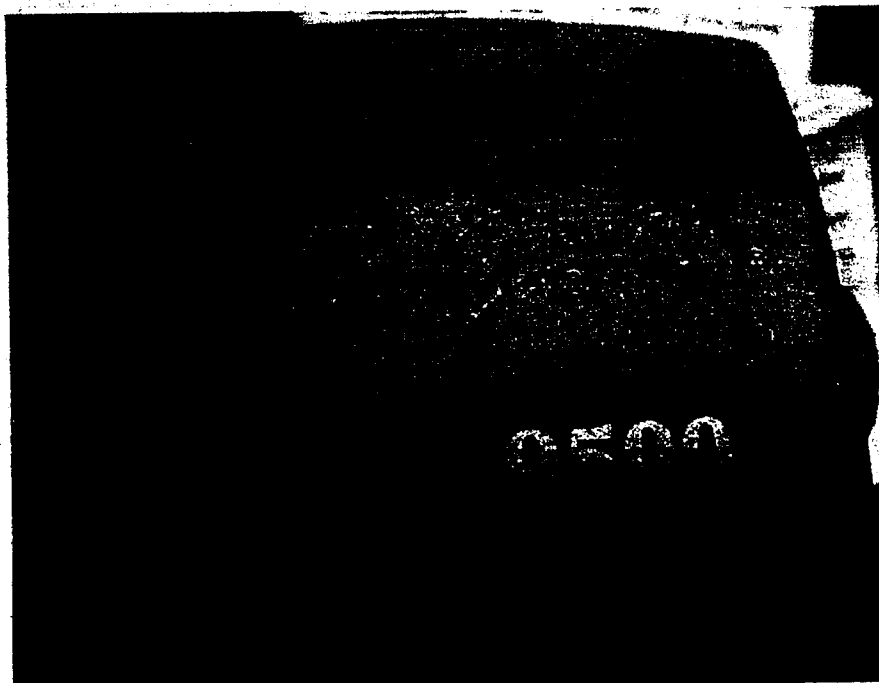
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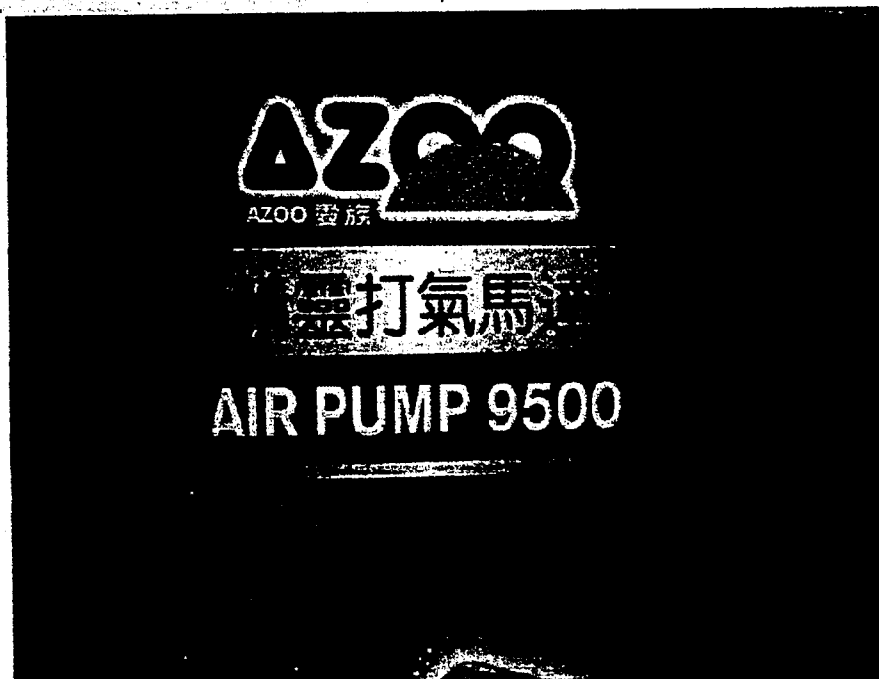
## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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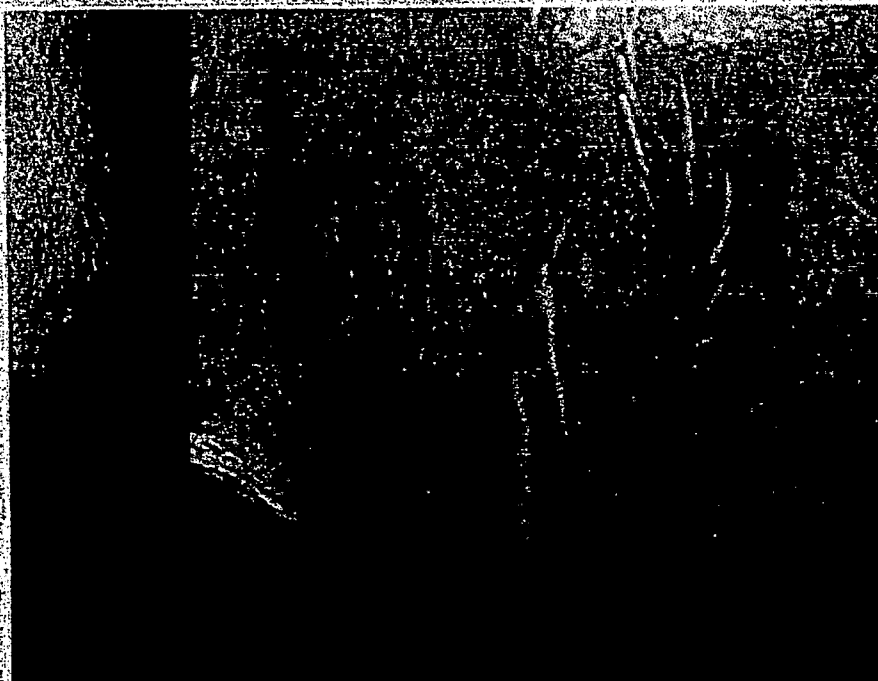
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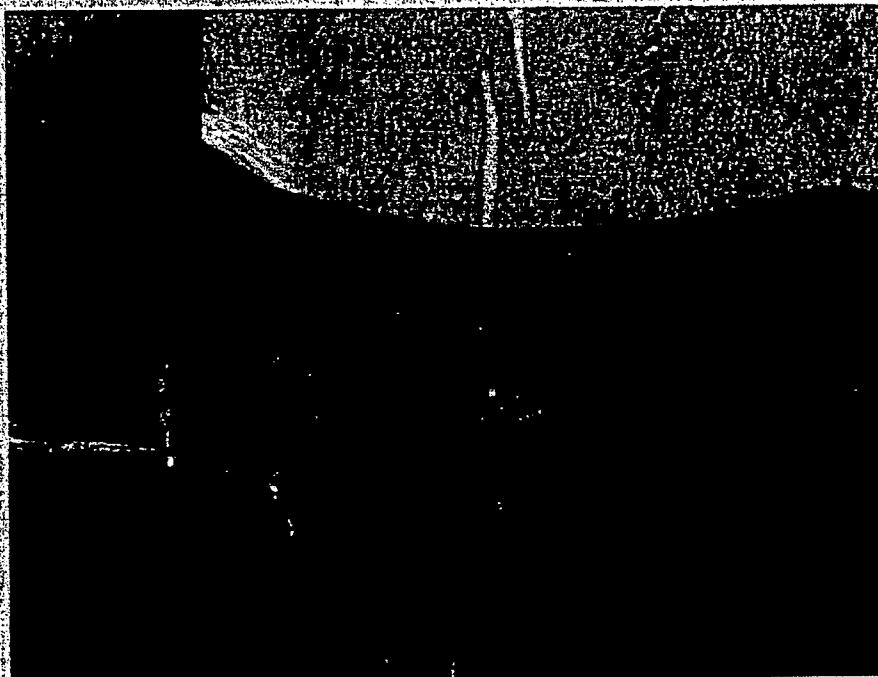
# Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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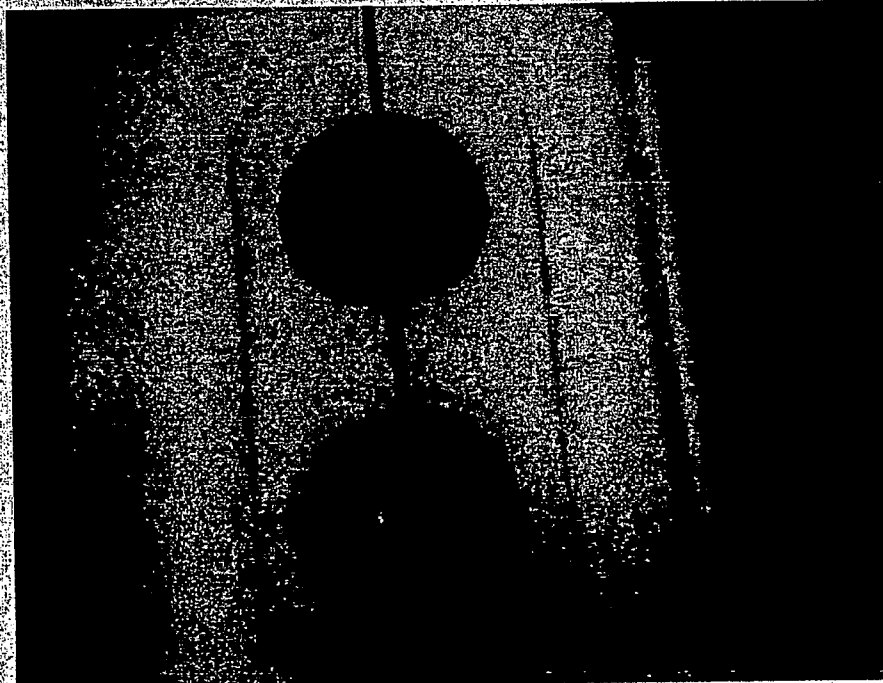
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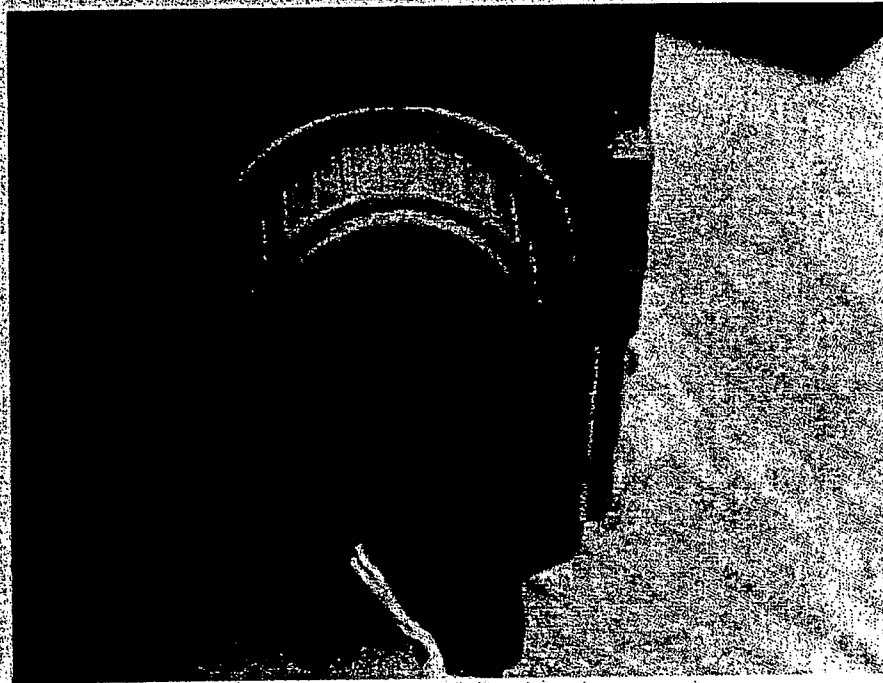
# Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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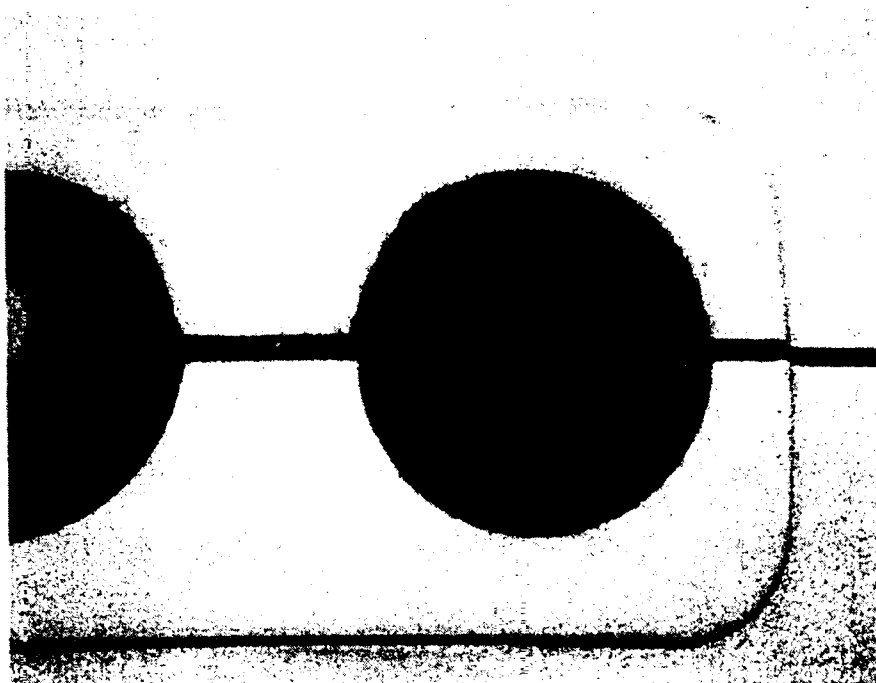
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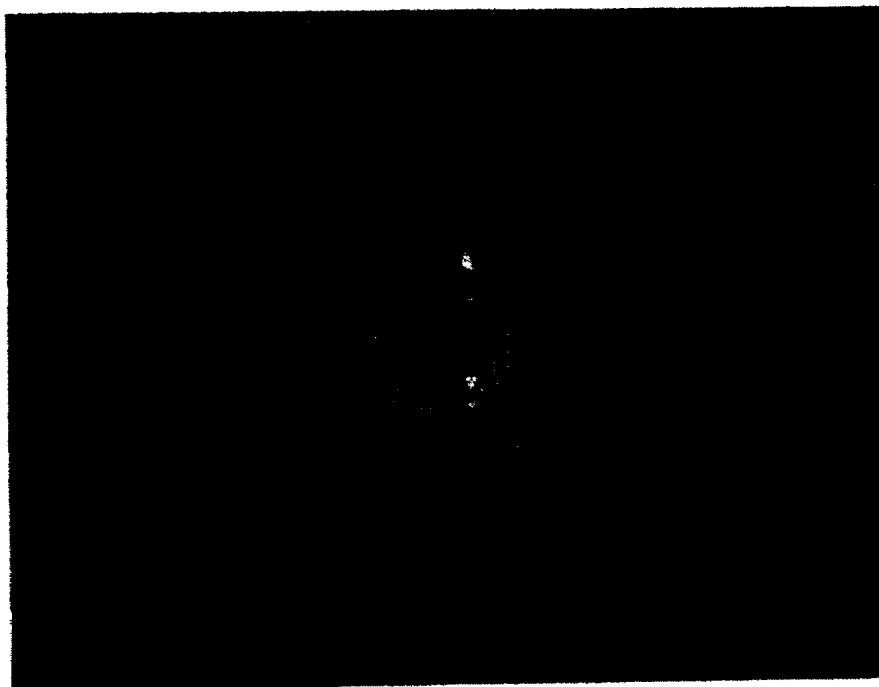
## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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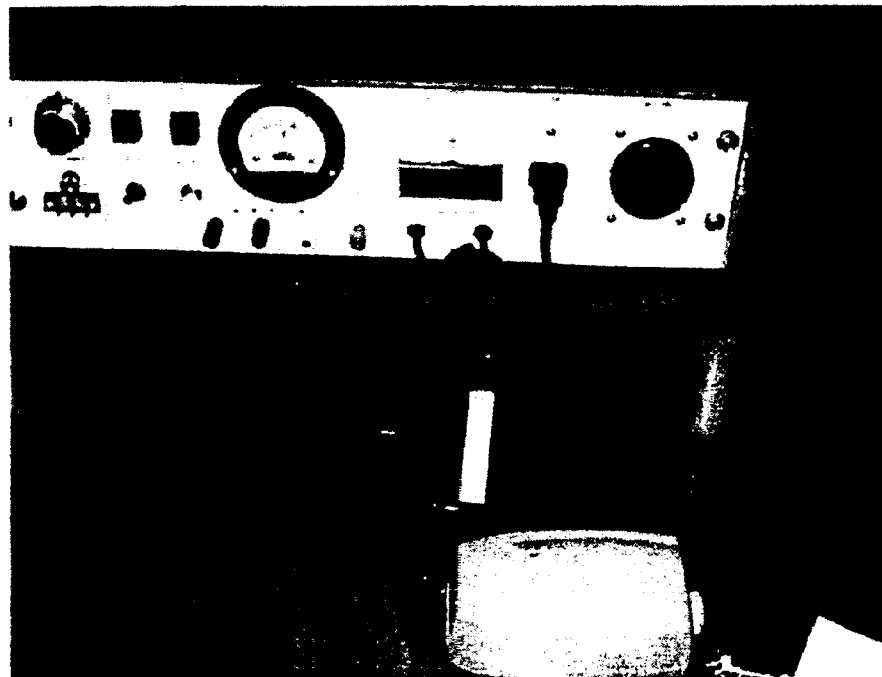
## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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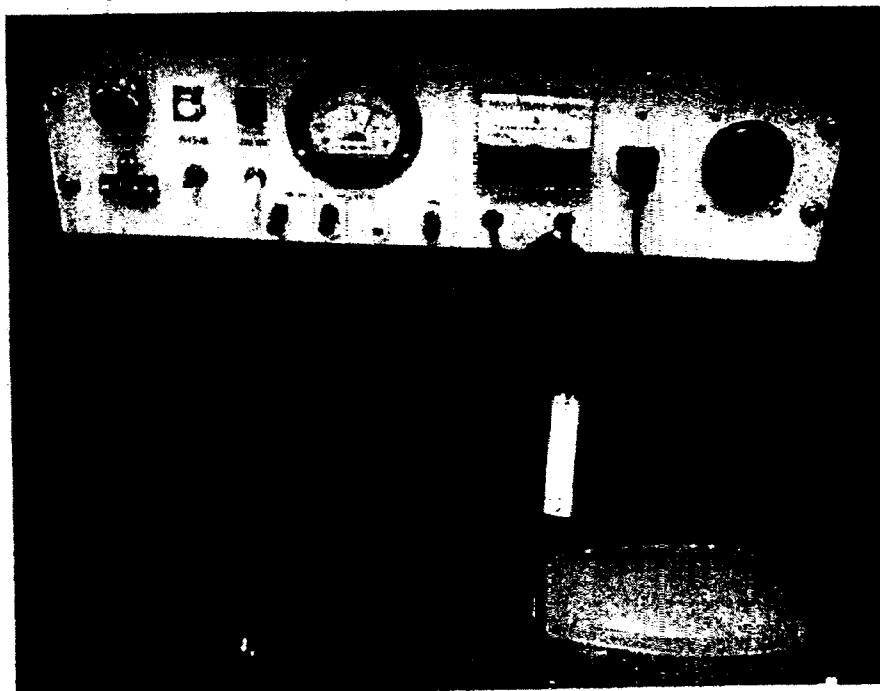
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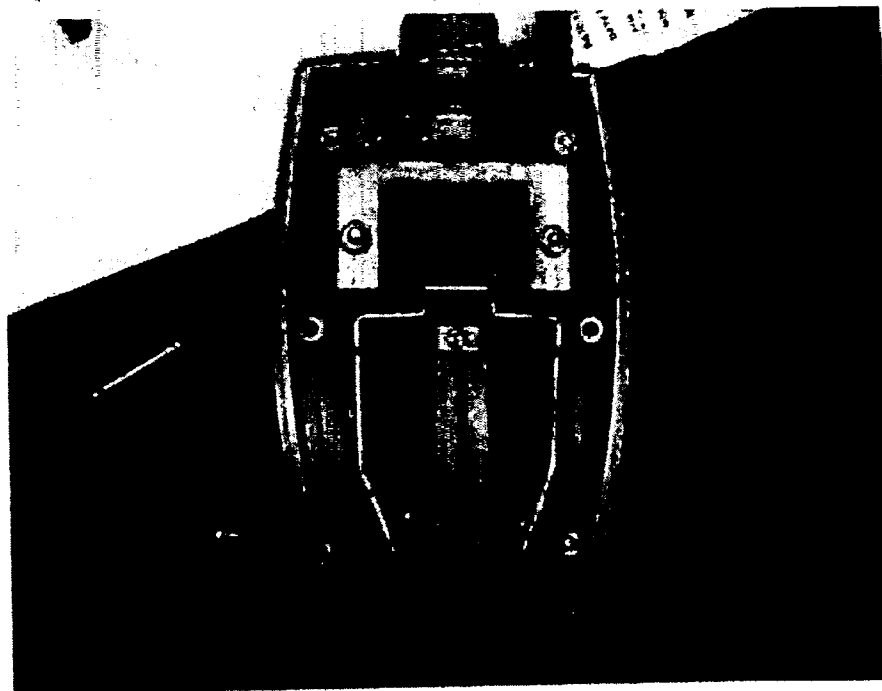
## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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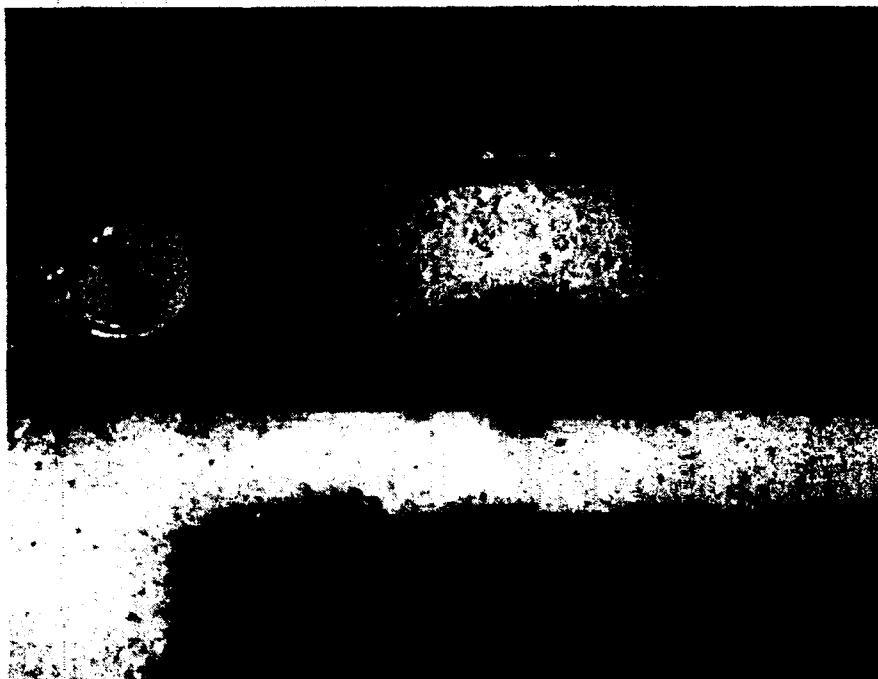
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## Diversified Product Inspections, Inc.

Forensic Investigations & Product Failure Analysis

Pictures of evidence involved in claim no: 2006-05-53079



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## John H. Mitchell Jr.

1059 East Tri-County Blvd.  
Oliver Springs, TN 37840  
Work: (865) 482-8480

### WORK HISTORY:

- 
- 3/2002-9/2006      *Diversified Products Inc.*      Senior Inspector      Oak Ridge, TN  
Essential functions include following established inspection protocols, evaluate and photograph evidence, prepare written technical reports, proper non-destructive evidence handling, including chain of custody. Perform digital photography, assist other laboratory personnel in performing inspections, and retrieve and review evidence for adjusters and attorneys. Instrumental in implementing standard inspection templates to decrease inspection times and increase productivity. Reorganized inspection protocols to increase productivity. Instigated and assisted on research of product failures due to material strengths and defects with in-house PhD Engineer. Implemented updated inspection protocols and initiated new templates for product inspections to increase productivity and decrease overhead. Driving force behind updating technical reports to include engineering research on materials.
- 
- 7/99-6/2002      *Technological Horizons Enterprises*  
Vice-President Sales and Marketing/Field Service Engineer      Dalton, GA  
Director of Sales and Marketing responsible for the initiation and direction of strategies for Service Company relative to nuclear medicine, ultrasound, and asset management for hospitals and medical clinics. Report to the President on sales, customer satisfaction issues and company wide goals. Ensured timely and efficient service to our customers. Performed field service on nuclear medicine equipment and ultrasound equipment which included equipment trouble shooting and diagnosis, replacement of failed components, and preventive maintenance calls under the guidance of the senior field service engineer.
- 3/97-6/99      *John Deere Health Care*      Account Representative/Knoxville Ops  
Account Representative in sales and marketing in five counties surrounding the Knoxville area. Participated in the introduction of a new product including marketing and sales strategies.
- 1/97-3/97      *Whirlpool, Inc.*      Commercial Credit Department      Knoxville, TN  
Responsible for the posting of appliances to floor plans for distributors of Whirlpool products. Tracing and troubleshooting of bulk order deliveries and the appropriate documentation.
- 5/86-12/96      *Mediq Imaging Inc. /National Medical Care Inc*  
Vice President/General Manager-Southeast Region  
Responsible for all aspects of the diagnostic medical service division in the southeast region which include: Marketing, budgeting, expense, material control, new account start-up, training, evaluation, direct customer interface, auditing and compliance, billing, sales contract negotiation with both customer and vendors. 56 regional employees, retained 90% customers for 10 years, maintained less than 3% employee turnover.
- 8/84-5/86      *CuraCare, Inc.*  
Area Manager/Cardiovascular Technologist      Modesto, CA  
Promoted to area manager in six months for North and South Carolina responsibilities included budgeting, operations, and training of the division.  
Involvement in sales and marketing on self-initiative.

**ACHIEVEMENTS:** Graduated with High Honors at UT, Phi Eta Sigma Honor Society  
Initiated and directed Nuclear Medicine program Southeast Region  
Directed/Produced National Nuclear Medicine sales and marketing plan.

**EDUCATION:**

University of Tennessee	Bachelor of Science	1981-1984
	Microbiology, with honors	
University of Tennessee	Work in Masters	1984
Grossmont College	Associate of Science	1973-1974
	Bio-Medical Technology, electronics and instrumentation, with honors	
Naval School of Health Sciences	Cardiopulmonary Dip.	1973-1974
	Graduated number 1 out of a class of 11.	

**ATTRIBUTES:** Dedicated, Detail-oriented, Effective communicator, Positive attitude,  
Team player, Excellent Management/Coaching Skills

---

**Philip J. Weis**  
1059 E. Tri-County Blvd  
Oliver Springs, TN 37840  
865-482-8480

## **Professional History**

### **Professional Engineering and Management Consulting Services: 2005 to Present**

#### **Diversified Product Inspections**

##### **Oliver Springs, Tn**

Full time staff Professional Engineer responsible for forensic investigation procedures, report quality, and authoring of Level-II and Level-III reports. Responsible for deposition, court appearances and activities to support customer subrogation activities. Authored 200 Level-III Engineering report conclusions in 2005, 2006

### **Vice President/General Manager • Dana Corp: Motors and Controls Division. 1997 to 2004**

#### **Reports to: SBU President**

Directly responsible for Warner Electric Motors and Controls Division with operations in Mexico, Europe and U.S. Full P&L, manufacturing, sales and marketing, product development and research responsibility.

Information Systems, Human Resources, etc. The challenge in this position was to improve profitability, quality, customer satisfaction, and to exceed the market growth rate.

In 2000 the Warner Electric Industrial operations were divested; the balance of the Motors and Controls Division related to the Automotive Market was retained with annual sales of \$100mm.

- Managed the Division's sales growth at 6.1% annually exceeding the Industrial Production Growth rate of roughly 3%; increased profits by more than 100% over a three year period through restructuring and cost reduction; profitability exceeded corporate goals.
- Increased Division total quality results by more than 200% over a four year period.
- Reduced the total SGA budget by 5% through a restructure of Industrial Sales and Marketing activities.
- Improved gross margin at the largest Industrial plant 7 percentage points over a four year period.
- Oversaw a restructuring after the acquisition of Echlin resulting in five facilities being consolidated into two and two locations being sold.
- Division's largest vehicular plant (Chihuahua, Mexico) produces 100% of Ford's cruise control modules. This facility recently completed 74 weeks of zero defective parts per million (previous record was 24 weeks).
- Launched Ford's first Electronic Throttle Control unit at the El Paso facility in 1999.
- Introduced ten new industrial products in the last 18 months.
- Key participant in preparation, planning and execution of the sale of Warner Electric, a divestiture of \$350M. Personally coordinated the transition planning to the new owner. In March of 2000.

### **Vice President/General Manager • Dana Corp: Warner Electric linear & Electronics Division • 1995 to 1997**

#### **Reported to: Industrial SBU President**

Responsible for the establishment of the Ann Arbor Division, including Manufacturing, Sales and Marketing, HIR, I/S, and Research and Development activities with \$125M in sales and full P&L responsibility.

- A new Division office and R&D center were established in Ann Arbor, Michigan
- More than 20 patents were granted in a two year period
- Industrial Sales and Marketing processes were established in Ann Arbor for all aspects of OEM and Distribution sales and marketing efforts
- New product development processes were established Division wide
- The largest Industrial plant was completely restructured including a new plant layout that freed up 40,000 sq. ft., a new I/S system was installed, the physical plant improved, and key bottleneck processes eliminated.
- A smaller Industrial plant was closed and all assets, products moved into the renovated larger facility mentioned above; the vacant facility was closed, all personnel issues resolved in a positive manner and the property sold at a gain to book.

- European Motors and Controls manufacturing operations and Sales/Marketing responsibilities were added to the L&E Division( revenues of \$15mm)

**General Manager • Dana Corp: Warner Electric Linear & Electronics Division, Toledo • 1994 to 1995**

**Reported to:** Industrial SBU President

Responsible for creation and implementation of a new Division with \$105M in sales as part of Dana's Industrial Strategic Business Unit. Oversaw personnel hiring and establishing all Division level positions. Managed all operations with full P&L responsibility, except direct reporting of the Distribution Sales force which remained part of a larger sales force. This was the first GM position and the challenge was to integrate a sizable previous acquisition into Dana and the Industrial SBU while improving profitability and customer service.

- As a new Division, personnel for all key functions were recruited personally, hired and key processes established, offices established.
- 34 key measurables were identified and tracked monthly Division-wide
- An OEM sales force was established with the goal of growing direct sales
- International sales improvement efforts were established with European and S. American Industrial groups within Dana
- Delivery performance increased from 70's to 97%
- Profitability exceeded plan for 1994 and 1995
- Named a National Baldrige Examiner the second year

**North American Quality Director - Dana Corp: 1992 to 1994**

**Reported to:** North American President

Responsible for launching a company-wide Baldrige-based quality initiative with 19 Divisions participating; by 1993 all North American Divisions were participating.

- This initiative is currently in place company-wide; a Dana Division won the National Baldrige Quality Award in 1997 and four more received site visits
- Was one of two people in Dana to ever receive a special award for "Quality Excellence" that was chosen by Quality managers all across Dana Corporation for creation of the DQLP Process
- Training and education classes were created and conducted all across Dana to rapidly deploy the Baldrige Quality criteria
- Continuous work with Dana Senior management to create approval and support
- Continuous work with plant and division management to support the Quality Process all across Dana Corporation
- I was named a National Baldrige Examiner for the first time

**Manager, Computer Services • Dana Corp: 1990 to 1992**

**Reported to:** Corp. Vice President

The task in this assignment was to bring operational analysis and a manufacturing measurement/quality systems and thought process to a large Corporate Staff operation. My recent large plant restructuring experience was valuable in this effort.

- Reorganized the 110 person Corporate Information Systems group into customer-focused teams; reduced manpower by 5%; increased uptime by 18%; and increased customer service levels dramatically with reduced capital requirements.
- Decreased global batch processing errors by 73% in less than one year; changed flat-rate billing structure to usage-based system; reduced floor space and leasing costs by 19%.
- Named National Data Center Manager of the Year runner-up.

**Plant Manager • 1987 to 1990: Dana Corp**

**Reported to:** Division VP & GM

- Responsible for downsizing, closing, and moving a 1.4 million square foot plant to a new facility in 18 months which dramatically improved quality, finances and delivery. Outsourced and sold major manufacturing sections.
- Personally responsible for both old plant closure and new plant start-up, plus day-to-day operational issues and serving customer
- Personally managed asset liquidations, EPA closure of plant,
- Oversaw the rebuild of more than 700 machine tools assets for restructuring; negotiated the closure and bargaining unit labor contracts.
- Relocated the UAW facility with uninterrupted customer service and no labor issues.
- New facility received QA-70 and Q-1 Quality awards from top two customers within 6 months

**Manager Computer Aided Engineering • Dana Corp: 1983 to 1987**

**Reported to:** Technical Director

- Launched the Computer Aided Engineering Operation which provided state-of-the-art services to Dana. Computer Aided Engineering systems were evaluated, purchased and implemented in CAD, CAM and CIM. Oversaw personnel recruitment, hiring and training.
- Began generating manufacturing tools, dies and patterns directly from CAD databases within 12 months, a leading edge operation in 1984.
- Implemented an entry level engineering internship program.

**Chief Engineer/Quality Manager • Dana Corp: 1980 to 1983**

- Directly responsible for both engineering and quality of the \$50mm Power Take-Off product line, a profitable and successful line with roughly 80% market share in North America.
- Supervised all engineering, plant quality and shop floor personnel and functions.
- Restructured all quality operations, introduced computerized inspection equipment, and established a modernized Metallurgical Tools Laboratory.
- Initiated and supervised major design-related cost reduction efforts.
- Personally managed foreign affiliate and technical agreement relationships in Europe, S. America, and Asia

**Chief Engineer • Dana Corp: 1975 to 1980**

- Responsible for major engineering design calculations and the establishment of sophisticated life prediction calculations for all products
- Established state-of-art computerized gearing calculation capability
- Oversaw all foreign affiliates and license agreements, including Europe, S. America, and Asia
- Established an extensive Testing Laboratory.

**Project Engineer • Dana Corp: 1972 to 1975**

**Test Engineer • Dana Corp: 1969 to 1972**

**Education**

THE UNIVERSITY OF TOLEDO, Toledo, OH  
M.S., Mechanical Engineering, 1970  
B.S., Mechanical Engineering, 1969

**Additional Education:**

Advanced Management Program, University of Michigan  
ISO9000 Lead Assessment Seminar  
Dale Carnegie Strategic Presentations  
Dale Carnegie

## **Licensure & Certifications**

States of Michigan, Ohio & Tennessee, Professional Engineer License  
ASQC Certified Quality Engineer  
Baldrige National Examiner 1994, 1995  
Licensed Residential Builder in the state of Michigan

## **Professional Memberships**

Society of Automotive Engineers  
American Society for Quality Control

---

P#2

Redacted

Estimate: 38-P787-630  
Redacted REITZ, RICKY  
Property: 597 MOUNTAIN RUN RD  
DU BOIS, PA 15801-7037  
Home: (814) 375-0185

Type of Loss: Water Damage

Redacted  
Price List: PAALSF6A1

Restoration/Service/Remodel  
F = Factored In, D = Do Not Apply

Date of Loss: 02/17/2006

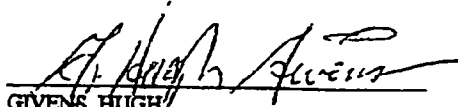
Date Inspected: 02/23/2006

### Summary for Water Damage

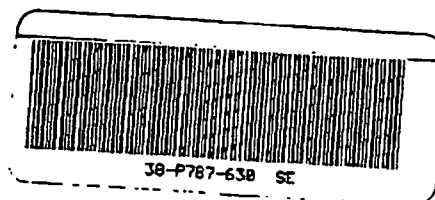
Line Item Total				5,280.96
Material Sales Tax	@	6.000% x	2,355.12	141.31
Subtotal				5,422.27
Overhead	@	10.0% x	5,422.27	542.23
Profit	@	10.0% x	5,422.27	542.23
Replacement Cost Value (Including Overhead and Profit)				6,506.73
Less Depreciation (Including Taxes)				(513.78)
Less Overhead and Profit on Depreciation				(102.76)
Less Deductible				(500.00)
Net Actual Cash Value Payment				\$5,390.19

### Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	513.78
Overhead and Profit on Recoverable Depreciation	102.76
Total Maximum Additional Amount Available If Incurred	616.54
Total Amount of Claim If Incurred	\$6,006.73

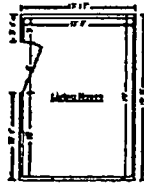
  
GIVENS, HUGH  
(814) 238-2965

Redacted



Redacted

## Main Level



Room: Living Room

Ceiling Height: 8'

516.00 SF Walls  
767.75 SF Walls & Ceiling  
64.50 LF Ceil. Perimeter

251.75 SF Ceiling  
251.75 SF Floor  
64.50 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
R&R Engineered wood flooring - High grade	251.75 SF	12.13	3,053.73	458.06	2,595.67
R&R Add for glued down application over wood substrate	251.75 SF	2.67	672.18		672.18
Underlayment - 1/4" lauan/mahogany plywood	251.75 SF	1.21	304.62		304.62
R&R Baseboard - 4 1/4" stain grade	45.50 LF	3.56	161.99	24.30	137.69
Stain & finish baseboard	45.50 LF	0.85 D	38.68	5.80	32.88
R&R Trim board - 1" x 4" - installed (hardwood - oak or =)	6.00 LF	3.72	22.32	2.23	20.09
Finish Carpentry - General Laborer - per hour	1.00 HR	25.67	25.67		25.67
Additional labor to customize transition strip to meet the varying floor height between the kitchen and living room.					
Stain & finish trim	6.00 LF	0.86 D	5.16	0.52	4.64
Content Manipulation charge - per hour	3.50 HR	25.67	89.85	3.59	86.26
Labor to drain fish tank in order to move fish tank stand. Labor to disconnect and reset computer and time to remove TV and furnishings.					
Detach & Reset Cabinetry - lower (base) units - High grade	7.33 LF	45.95	336.81		336.81
Detach & Reset Countertop - Flat laid plastic laminate	7.33 LF	12.92	94.70		94.70
Haul debris - per pickup truck load - including dump fees	1.00 EA	112.71	112.71		112.71



REITZ, RICKY

*Redacted*

03/03/2006

## CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Room Totals: Living Room			4,918.42	494.50	4,423.92
Area Totals: Main Level					
516.00 SF Walls	251.75 SF Ceiling			767.75 SF Walls and Ceiling	
251.75 SF Floor	273.69 Total Area			64.50 LF Floor Perimeter	
251.75 Floor Area	67.17 Exterior Perimeter of Walls			64.50 LF Ceil. Perimeter	
37.33 Exterior Wall Area				516.00 Interior Wall Area	
Area Items Total: Main Level			4,918.42	494.50	4,423.92
Line Item Subtotals: 38-P787-630			4,918.42	494.50	4,423.92

## Adjustments for Base Service Charges

## Adjustment

Carpenter - Finish, Trim/Cabinet	124.36
Flooring Installer	125.42
Wood Flooring Installer	112.76
Total Adjustments for Base Service Charges:	362.54
Line Item Totals: 38-P787-630	5,280.96
	494.50
	4,786.46

## Grand Total Areas:

516.00 SF Walls	251.75 SF Ceiling	767.75 SF Walls and Ceiling
251.75 SF Floor		64.50 LF Floor Perimeter
		64.50 LF Ceil. Perimeter
251.75 Floor Area	273.69 Total Area	516.00 Interior Wall Area
37.33 Exterior Wall Area	67.17 Exterior Perimeter of Walls	

Arbitration  
9/6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

---

---

RICKY A. REITZ and  
BRENDA REITZ, his wife,  
Plaintiffs

vs.

WAL-MART STORES EAST, LP  
Defendant

Civil Division

No. 07-698-CD

Type of Pleading:  
PRE-TRIAL STATEMENT

Filed on Behalf of Plaintiffs

Counsel of Record for this Party:

Nathan W. Karn, Sr., Esq.  
Pennsylvania I.D. No: 86068

Evey, Black, Dorezas, Magee, Levine  
Rosensteel & Mauk, LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648-0415

(814) 695-7581

---

RECEIVED

AUG 29 2007

Court Administrator's  
Office

RICKY A. REITZ and	:	IN THE COURT OF COMMON PLEAS
BRENDA REITZ, his wife,	:	OF CLEARFIELD COUNTY,
Plaintiffs	:	PENNSYLVANIA
	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES	:	
EAST, LP,	:	CIVIL DIVISION - LAW
Defendant	:	

### **PRE-TRIAL STATEMENT**

AND NOW, comes the Plaintiffs, Ricky A. Reitz and Brenda Reitz, and by their attorney, Nathan W. Karn, Sr., Esquire, of the law firm Evey, Black, Dorezas, Magee, Levine, Rosensteel & Mauk LLP, and files the following Pre-Trial Statement, as follows:

**A. Statement of the Case**

Plaintiffs purchased a fish tank air pump from Wal-Mart which had a defect, causing water to leak upon a manufactured wood floor. As a result of the water leaking onto the floor, the floor was damaged.

**B. Citation to Applicable Cases or Statues**

The Pennsylvania Supreme Court adopted Section 402A of the Restatement Second of Torts in the case of Webb v. Zern, 220 A.2d 853 (1966). In its holding, the Supreme Court

indicated that a Plaintiff in a products liability case has the burden of proving:

1. The Defendant sold the product in the defective condition, unreasonably dangerous to the user or consumer or his personal property.
2. The product reached the consumer without substantial change.
3. The defect was the proximate cause of Plaintiffs' injuries.

For a summary, see 1 West's Pa. Forms Section 13:0.

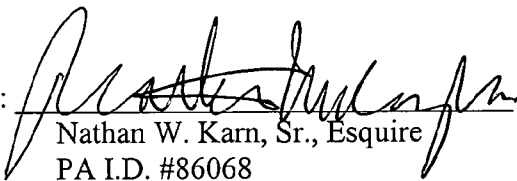
**C. List of Witnesses**

Plaintiffs reserve the right to call any or all of the following witnesses: Ricky A. Reitz and Brenda Reitz.

**D. Statement of Damages**

Plaintiffs are seeking the sum of Five Thousand Eight Hundred Ninety Dollars and Nineteen Cents (\$5,890.19) for said damages. A copy of the estimate is attached.

EVEY, BLACK, DOREZAS, MAGEE,  
LEVINE, ROSENSTEEL & MAUK LLP

By:   
Nathan W. Karn, Sr., Esquire  
PA I.D. #86068  
Attorney for Plaintiffs,  
Ricky A. Reitz and Brenda Reitz

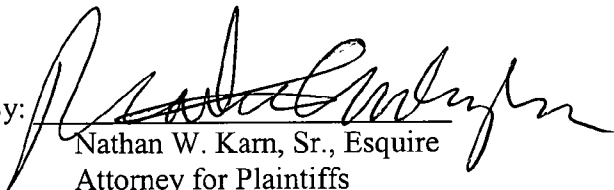
Dated: August 28, 2007

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on the 28<sup>th</sup> day of August, 2007 by U.S. Mail, first class, postage prepaid, addressed to the following:

Angela M. Heim, Esquire  
RAWLE & HENDERSON LLP  
The Henry W. Oliver Building  
535 Smithfield Street  
Suite 1000  
Pittsburgh, PA 15222

EVEY, BLACK, DOREZAS, MAGEE  
LEVINE, ROSENSTEEL & MAUK LLP

By:   
Nathan W. Karn, Sr., Esquire  
Attorney for Plaintiffs  
Pennsylvania I.D. No.: 86068

Redacted

Estimate: 38-P787-630  
Redacted REITZ, RICKY  
Property: 597 MOUNTAIN RUN RD  
DU BOIS, PA 15801-7037  
Home: (814) 375-0185

Type of Loss: Water Damage

Redacted  
Price List: PAALSF6A1

Restoration/Service/Remodel

F = Factored In, D = Do Not Apply

Date of Loss: 02/17/2006

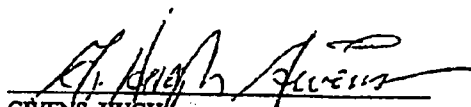
Date Inspected: 02/23/2006

### Summary for Water Damage

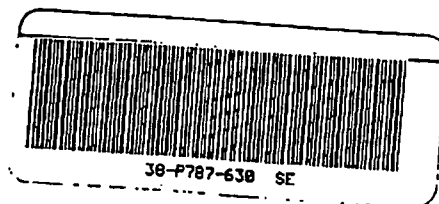
Line Item Total				5,280.96
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Subtotal				5,422.27
Overhead	@	10.0% x	5,422.27	542.23
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Less Depreciation (Including Taxes)				(513.78)
Less Overhead and Profit on Depreciation				(102.76)
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GIVENS, HUGH  
(814) 238-2965

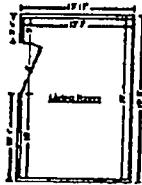
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03/03/2006

## Main Level



Room: Living Room

Ceiling Height: 8'

516.00 SF Walls  
767.75 SF Walls & Ceiling  
64.50 LF Ceil. Perimeter

251.75 SF Ceiling  
251.75 SF Floor  
64.50 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
R&R Engineered wood flooring - High grade	251.75 SF	12.13	3,053.73	458.06	2,595.67
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Stain & finish baseboard	45.50 LF	0.85 D	38.68	5.80	32.88
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Additional labor to customize transition strip to meet the varying floor height between the kitchen and living room.					
Stain & finish trim	6.00 LF	0.86 D	5.16	0.52	4.64
Content Manipulation charge - per hour	3.50 HR	25.67	89.85	3.59	86.26
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Detach & Reset Countertop - Flat laid plastic laminate	7.33 LF	12.92	94.70		94.70
Haul debris - per pickup truck load - including dump fees	1.00 EA	112.71	112.71		112.71

REITZ, RICKY

*Redacted*

03/03/2006

CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
<b>Room Totals: Living Room</b>			<b>4,918.42</b>	<b>494.50</b>	<b>4,423.92</b>
<b>Area Totals: Main Level</b>					
516.00 SF Walls	251.75 SF Ceiling	767.75 SF Walls and Ceiling			
251.75 SF Floor	273.69 Total Area	64.50 LF Floor Perimeter			
251.75 Floor Area	67.17 Exterior Perimeter of Walls	64.50 LF Ceil. Perimeter			
537.33 Exterior Wall Area		516.00 Interior Wall Area			
<b>Area Items Total: Main Level</b>			<b>4,918.42</b>	<b>494.50</b>	<b>4,423.92</b>
<b>Line Item Subtotals: 38-P787-630</b>			<b>4,918.42</b>	<b>494.50</b>	<b>4,423.92</b>
<b>Adjustments for Base Service Charges</b>					
					<b>Adjustment</b>
Carpenter - Finish, Trim/Cabinet					124.36
Flooring Installer					125.42
Wood Flooring Installer					112.76
<b>Total Adjustments for Base Service Charges:</b>					<b>362.54</b>
<b>Line Item Totals: 38-P787-630</b>			<b>5,280.96</b>	<b>494.50</b>	<b>4,786.46</b>

**Grand Total Areas:**

516.00 SF Walls	251.75 SF Ceiling	767.75 SF Walls and Ceiling
251.75 SF Floor		64.50 LF Floor Perimeter
		64.50 LF Ceil. Perimeter
251.75 Floor Area	273.69 Total Area	516.00 Interior Wall Area
537.33 Exterior Wall Area	67.17 Exterior Perimeter of Walls	

38-P787-630

Page: 3





401-03 ALLEGHENY STREET  
P. O. BOX 415  
HOLLIDAYSBURG, PA 16648  
(814) 695-7581  
FAX: (814) 695-1750

ROARING SPRING OFFICE:  
99 NASON DRIVE  
P. O. BOX 5  
ROARING SPRING, PA 16673  
(814) 224-5162

## ATTORNEYS

REPLY TO HOLLIDAYSBURG OFFICE

CLYDE O. BLACK, II      BENJAMIN I. LEVINE, JR.  
J. MICHAEL DOREZAS      MICHAEL B. MAGEE  
AMY ORR ROSENSTEEL      KATHY J. MAUK  
WILLIAM R. BRENNER      NATHAN W. KARN, SR.  
JEFFREY A. MURICEAK

WWW.EVEYBLACK.COM

MERLE K. EVEY  
OF COUNSEL

August 27, 2007

David S. Meholick  
Clearfield County Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

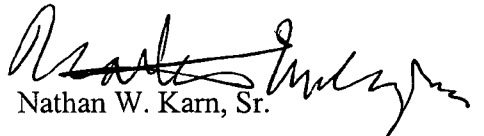
*In re: Reitz v. Wal-Mart Stores East, LP*  
*No. 07-698-CD*

Dear Mr. Meholick:

I represent the Plaintiffs, Ricky A. Reitz and Brenda Reitz, in the above matter which is scheduled for arbitration for September 6, 2007. Enclosed please find Plaintiffs' Pre-Trial Statement.

Thank you for your attention to this matter.

Sincerely,

  
Nathan W. Karn, Sr.

NWK/man

Enclosure

cc: Angela M. Heim, Esquire (w/encl.)  
Joseph Colavecchi, Esquire (w/encl.)  
Richard H. Milgrub, Esquire (w/encl.)  
Barbara Hugney-Shope, Esquire (w/encl.)

## 2132775-1

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

RICKY A. REITZ and	:	CIVIL DIVISION
BRENDA REITZ, h/w	:	
Plaintiffs,	:	
v.	:	NO. 07-698-CD
	:	
WAL-MART STORES EAST, LP	:	
Defendant.	:	

**DEFENDANT'S LOCAL RULE 1306A PRE-TRIAL STATEMENT**

Defendant, Wal-Mart Stores East LP ("Wal-Mart"), by and through its attorneys, Rawle & Henderson LLP, hereby submits its Local Rule 1306A Pre-Trial Statement for the arbitration, currently scheduled for September 6, 2007, as follows:

**A. Brief Statement of the Case/Defense**

Plaintiffs allege that at some point in 2004, they purchased an Azoo Air Pump 9500, which was manufactured by Taikong Trading Corp. (a Taiwanese corporation) and purportedly distributed in the United States by Aquatic Eco-Systems, Inc., for use on their aquarium; they claim they purchased this air pump from the Wal-Mart store in Dubois, Pennsylvania. Plaintiffs' further allege that the air pump failed causing water to leak and cause damage to their floors. Significantly, plaintiffs have not named Taikong Trading Corp. or Aquatic Eco-Systems, Inc., as defendants in this lawsuit.

Wal-Mart's sole liability defense for purposes of the arbitration is that iT simply did not sell this air pump. Despite plaintiffs' contention that they purchased the subject air pump from Wal-Mart, Wal-Mart has never sold Azoo air pumps. (This defense was set forth in Wal-Mart Answer to the Complaint with New Matter.) Wal-Mart also checked the UPC number (4 714954 152345) on a picture of the air pump box produced by the plaintiffs and has confirmed

that this UPC number has never appeared anywhere on its product list. Significantly, plaintiffs have never produced a receipt or any other documentary evidence to prove purchase of the air pump from Wal-Mart, and plaintiffs' counsel has advised that the box is no longer available either.

**B. Citation to Applicable Cases or Statutes**

Not applicable.

**C. List of Witnesses**

Paul Brown, Manager of the Dubois Wal-Mart store, will testify as a representative of Wal-Mart at the arbitration.

**D. Statement of Damages**

Plaintiffs are claiming total damages in the amount of \$6,006.73. However, Wal-Mart believes and, therefore, avers that the actual amount paid to repair the floor at issue was less than the claimed amount. Also, there is a question as to whether the costs listed on a quotation produced by the plaintiffs represent the costs to return the floor to its pre-incident state – plaintiffs claim that the unit cost for the hard wood floors alone is \$12.13 per square foot with installation being an additional cost. (Plaintiffs are presently preparing discovery responses; as such, defendant may supplement this section of the Pre-Trial Statement after such responses are received.)

**RAWLE & HENDERSON LLP**

By: \_\_\_\_\_  
Angela M. Heim, Esquire  
Attorney for Defendant,  
Wal-Mart Stores East LP

Date: August 22, 2007

**CERTIFICATION OF SERVICE**

I, Angela M. Heim, Esquire, do hereby certify that on today's date, a true and correct copy of the foregoing defendant's Local Rule 1306A Pretrial Statement has been sent by U.S. first-class mail, postage prepaid, upon all attorneys of record, addressed as follows:

Nathan W. Karn, Sr., Esq.  
Evey, Black, Dorezas, Magee,  
Levine, Rosensteel & Mauk LLP  
P.O. Box 415  
401 Allegheny Street  
Hollidaysburg, PA 16648  
*Attorneys for Plaintiff*

RAWLE & HENDERSON LLP

By: Angela M. Heim  
Angela M. Heim, Esquire  
Attorney for Defendant,  
Southeastern Pennsylvania  
Wal-Mart Stores East, LP

DATE: August 22, 2007

# RAWLE & HENDERSON LLP



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ANGELA M. HEIM  
215-575-4241  
aheim@rawle.com

THE HENRY W. OLIVER BUILDING  
SUITE 1000, 535 SMITHFIELD ST.  
PITTSBURGH, PA 15222

TELEPHONE: (412) 261-5700  
FACSIMILE: (412) 261-5710

August 22, 2007

Court of Common Pleas of Clearfield County  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

Attn: David S. Meholick, Court Administrator

**Re: Reitz, h/w v. Wal-Mart Stores East, LP**  
**CCP, Clearfield County, No.: 07-698-CD**  
**Our File No.: 101,194**

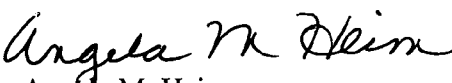
Dear Mr. Meholick:

I represent Defendant Wal-Mart Stores East, LP, in the above-captioned matter which is scheduled for arbitration for September 6, 2007. Enclosed please find Defendant's Local Rule 1306A Pre-Trial Statement.

Thank you for your attention to this matter.

Very truly yours,

RAWLE & HENDERSON LLP

By:   
Angela M. Heim

AMH/mm  
Enclosure

cc: Nathan W. Karn, Sr., Esquire (w/ encl.)  
Joseph Colavecchi, Esquire (w/ encl.)  
Richard M. Milgrub, Esquire (w/ encl.)  
Barbara Hugney-Shope, Esquire (w/ encl.)

2133772-1