

07-1162-CD
Snow King vs Joseph Anders et al

Snow King Inc vs Joseph Anders et al
2007-1162-CD

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

FILED

JUL 23 2007

o/10:45AM

William A. Shaw
Prothonotary/Clerk of Courts

No. 07-1162 -CD 4 URGENT

ATT

:
SNOW KING, INC.,
a Pennsylvania Corporation,

:
PLAINTIFF,

:
v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

:
DEFENDANTS.

:
Type of Pleading:

:
CIVIL COMPLAINT

:
Filed By:

:
PLAINTIFF

:
Counsel of Record:

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

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

)
SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07-_____ -CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
 PLAINTIFF,)
)
 v.)
 JOSEPH L. ANDERS, an adult individual,)
 and ELLEN PARSONS, an adult individual,)
)
 DEFENDANTS.)
)
 No. 07-_____ -CD

CIVIL COMPLAINT

**NOW COMES, Snow King, Inc., a Pennsylvania Corporation, by and through its
counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as
follows in support of its CIVIL COMPLAINT:**

The Parties

1. Plaintiff is Snow King, Inc., a duly formed and existing Pennsylvania Corporation with principal place of business located at 723 South Brady Street, DuBois, Clearfield County, Pennsylvania.
2. That first Defendant is Joseph L. Anders, upon information and belief, an adult individual who does, and at all material times did, reside at 507 Chestnut Street, St. Marys, Elk County, Pennsylvania, hereinafter referred to as "Anders".
3. That second Defendant is Ellen Parsons, upon information and belief, an adult individual who does, and at all material times did, reside at 507 Chestnut Street, St. Marys, Elk County, Pennsylvania, with first defendant "Anders", hereinafter referred to

as "Parsons".

Background

4. That on or about April 21, 2007, that the parties entered into a contract for the manufacturing and installation of custom windows for the defendants' residence.
5. That the salesman for the Plaintiff inadvertently failed to include sales tax in the price of the contract and returned a few days later to include the required sales tax and the parties re-executed said contract, with sales tax included, totaling \$3,678. A true and correct copy of said contract is attached hereto as Exhibit "A".
6. That Snow King, Inc., in anticipation of completing its requirements pursuant to said contract, manufactured and delivered the windows to be installed at the residence of Anders and Parsons.
7. That Snow King, Inc., received a letter from the Pennsylvania State Attorney General, dated May 22, 2007, which indicated that Anders and Parsons desired to rescind the contract. This was the first time that Snow King, Inc., became aware that either Defendant desired to rescind or otherwise terminate the contract for the manufacture or installation of the custom windows.
8. That by the time Snow King, Inc., received notice of Anders and Parsons intent to rescind and/or terminate said contract, the custom windows had been manufactured and delivered.
9. That the windows so manufactured and delivered are not only custom but unique such that they can not be reused by Plaintiff.

Count I: Breach of Contract

10. The averments of paragraphs 1 - 9, inclusive, are hereby incorporated as if again fully set forth at length.
11. That Anders and Parsons breached the contract by not permitting Snow King, Inc., to complete the installation of the custom windows so manufactured and delivered as part of this transaction and to pay the amount due on the contract.
12. That as a direct and proximate result of the breach of contract by Anders and Parsons, Snow King, Inc., has suffered damages which include its costs for the manufacture and delivery of the windows, the time expended by its salesman in obtaining the order, and its anticipated profit in the project, all of which totals approximately \$3,300.00, to be more fully determined at time of trial.

Miscellaneous

13. That venue is proper in that the parties agreed to the venue of Clearfield County in said contract.
14. That jurisdiction is proper.
15. That the liability of defendants is joint and several.

WHEREFORE, Plaintiff requests that JUDGMENT be entered in its favor and against Defendants, jointly and severally, in an amount less than \$20,000, together with interest from the date of Defendants' breach of contract and costs of prosecution.

Respectfully Submitted,



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

SNOW KING, INC.



723 Brady Street
DuBois, PA 15801
Telephone: (814) 371-9099

Snow King - Windows



CONTRACT



**BONDED
CONTRACTOR**
Your Satisfaction
Underwritten By
A Major
Insurance Company

I, We, the undersigned JOSEPH L ANDERS / ELLEN PARSONS PHONE 814-834-5146
hereinafter referred to as the "Owner" hereby employ - SNOW KING, INC. herein after referred to as the "Contractor", to furnish
labor or materials or both, necessary to perform the work herein after set forth on the premises of the Owner located at 507 CHESTNUT ST
Avenue or Street in the City of ST MARYS, County of EIK
and State of PA. Zip Code 15857

SPECIFICATIONS OF JOB - NO ADDITIONAL WORK WILL BE CONSIDERED UNLESS HEREIN SPECIFIED

SNOW KING MOBILE HOME REPLACEMENT WINDOWS

<u>6</u> UNITS - CUSTOM MADE TO FIT YOUR HOME	ANY ADDITIONAL WORK TO BE DONE LIST HERE:
<input checked="" type="checkbox"/> ALL VINYL - WHITE	<i>No insides work to</i>
<input checked="" type="checkbox"/> THERMAL INSULATED	<i>Be done</i>
<input checked="" type="checkbox"/> DOUBLE HUNG	<i>Custom fit</i>
<input checked="" type="checkbox"/> TILT-IN SASHES	
<input checked="" type="checkbox"/> DOUBLE PANE GLASS	
<input checked="" type="checkbox"/> HALF SCREENS	
<input checked="" type="checkbox"/> FUSED WELDED CORNERS	
<input checked="" type="checkbox"/> PERIMETER INSULATED PACKAGE	
<input checked="" type="checkbox"/> PICTURE FRAME TRIM ON OUTSIDE IN WHITE TO BE DONE	
<input checked="" type="checkbox"/> NO PICTURE FRAME TRIM ON INSIDE NOT TO BE DONE	<i>Blind stop - S&B</i>
<input checked="" type="checkbox"/> HAUL AWAY THE OLD WINDOWS WE TAKE OUT & OUR JOB RELATED DEBRIS	
<input checked="" type="checkbox"/> NOTE: NO OTHER TRASH OR DEBRIS WILL BE HAULED AWAY	
<input checked="" type="checkbox"/> ALLOW 4 - 6 WEEKS FOR DELIVERY	

In consideration of the said work to be furnished by the Contractor, the Owner agrees to pay the Contractor the cash price of Three Thousand Six Hundred and Seventy Eight ⁰⁰ Dollars (\$ 3678.00) as follows:
DOWN PAYMENT OF \$ 0; BALANCE OF \$ 3678.00 DUE UPON COMPLETION OF SAID WORK
FIRE Service Co.

This Contract shall not be binding upon the Contractor until accepted by the Contractor in writing.

Any work not specified in the Contract shall be paid for by the Owner on a labor plus materials basis in accordance with accepted pricing policies of the Contractor.

The Contractor shall complete the work herein specified in a substantial and workmanlike manner.

It is agreed that if the Owner cancels this Contract before the commencement of the work and after any periods of rescission have expired according to applicable Federal, State or local laws, and regulations, the Owner agrees to reimburse the Contractor for all costs and expenses incurred by Contractor incidental to Contractor's performance of this Contract, as well as Contractor's loss of profits as a result of Owner's breach of this Contract.

It is agreed that Contractor shall have the right at any time to sell, transfer or assign this Contract and the moneys to be paid under the Contract.

The Owner hereby certifies that the Owner has read this entire Agreement, that the terms and conditions and the meaning thereof have been explained to the Owner and that the Owner fully understands them; that there is no understanding between parties hereto, verbal or otherwise, than that contained in this Agreement, and that no statements, promises, commitments or representations not contained in this Agreement have been made by the Contractor, or by any of its agents to induce the Owner to execute this Agreement, and the Owner agrees that the said Contractor is not responsible nor bound by any representations or commitments not contained in this Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

In addition to the rights and remedies provided above, the holder maintains all rights and remedies provided by the Uniform Commercial Code and all applicable laws. The undersigned agree that any dispute, controversy or claim arising under or in connection with this Note or its performance by either party shall be decided exclusively by a court of competent jurisdiction (including the Court of Common Pleas or Magisterial District Justice Court) sitting in Clearfield County in the Commonwealth of Pennsylvania. The holder of this Note shall have sole discretion to determine the forum within Clearfield County in the Commonwealth of Pennsylvania in accordance with applicable rules of court regarding amounts in controversy. For such purpose, each party hereby submits to the personal jurisdiction of the court of competent jurisdiction sitting in Clearfield County, in the Commonwealth of Pennsylvania.

Each party waives any objection to the personal jurisdiction of said court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the applicable rules of court for the forum selected by the holder. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside of Clearfield County in the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise.

If there be more than one Owner, they shall be jointly and severally liable hereon.

This Contract shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

THE OWNER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION IN ACCORDANCE WITH THE PROVISIONS AND EXPLANATION OF THIS RIGHT PROVIDED BY THE ATTACHED NOTICE OF CANCELLATION OR RESCISSION.

IN WITNESS WHEREOF, intending to be legally bound, the Owner has hereunto set the hand and seal of the Owner this 21 day of April, 1987 and the Owner hereby acknowledges receipt of a copy of this Contract.

ACCEPTED AND APPROVED:

Snow King, Inc.

By Jim McGee

Ellen Parsons

Joseph L Anders

(TITLE)

(SEAL)

Exhibit "A"

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

)
SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07-_____ -CD

VERIFICATION

I, Phil Tabone, President of Snow King, Inc., Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT 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. 4904.

So made this 18 day of July, 2007.

By,



Phil Tabone, President,
Snow King, Inc., Plaintiff

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

SNOW KING, INC.,
a Pennsylvania Corporation,

PLAINTIFF, : No. 07- 1162 -CD

v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

DEFENDANTS. :

Type of Pleading:

ACCEPTANCE OF SERVICE

Filed By:

PLAINTIFF

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 12 4 2007
AUG 06 2007
©2007

William A. Shaw
Prothonotary/Clerk of Courts

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.) No. 07-__1162__-CD
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)

ACCEPTANCE OF SERVICE

I accept service of process, pursuant to Pa.R.Civ.P. 402(b), of the CIVIL
COMPLAINT on behalf of Defendants JOSEPH L. ANDERS and ELLEN PARSONS,
and certify that I am authorized to do so as to each Defendant.

Date: 8/1, 2007.

Respectfully Submitted,



Thomas G. Wagner, Esquire
Attorney for Defendants
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857
(814)-781-3445

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07- 1162 -CD

NOTICE OF SERVICE

I, Theron G. Noble, Esquire, counsel for the Plaintiff, does hereby certify that I did serve upon the Defendants, to the below identified persons, being counsel of record for Defendants, this 3rd day of August, 2007, via United States Mail, first class, postage prepaid, the ACCEPTANCE OF SERVICE, as follows:

Thomas G. Wagner, Esquire
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

: Filed on behalf of Defendants

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

: Counsel of Record:
Thomas G. Wagner, Esq.
: 115 Lafayette Street
St. Marys, Pa. 15857
: (814) 781-3445

FILED *ew*

AUG 21 2007
m 9:40 am
William A. Shaw
Prothonotary/Clerk of Courts
w/o c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff : NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and :
ELLEN PARSONS,
Defendants :
:

NOTICE

You are hereby required to file an Answer to the within New Matter within twenty (20) days of service or a default judgment may be entered against you.



Thomas G. Wagner, Attorney for Defendants

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

)
SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
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v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07-_____ -CD

VERIFICATION

I, Phil Tabone, President of Snow King, Inc., Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT 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. 4904.

So made this 18 day of July, 2007.

By,



Phil Tabone, President,
Snow King, Inc., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff : NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and :
ELLEN PARSONS,
Defendants :
:

ANSWER with NEW MATTER AND COUNTERCLAIM

Answer

NOW COME the Defendants, Joseph L. Anders and Ellen Parsons, by their attorney, Thomas G. Wagner, and submit the following Answer to the Civil Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. On the contrary, Defendants first contact with representatives of the Plaintiff was on April 24, 2007, at which time the Defendants signed a contract different from the one attached to the Complaint as Exhibit "A".
5. Denied as stated. On April 27, 2007, the salesman for the Plaintiff appeared at Defendants' home and requested that Defendants sign a new contract form because the original contract failed to include sales tax. The document which Defendants signed was a blank document.
6. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants believe, and therefore aver, that they cancelled any contract with the Plaintiff prior to manufacture of the windows.

7. Denied. On the contrary, on May 1, 2007, Defendants verbally advised the salesman for Plaintiff that they did not want the windows.

8. Denied. Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants believe, and therefore aver, that the windows were not manufactured prior to their verbal cancellation on May 1, 2007.

9. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial.

10. The foregoing allegations of this answer are here incorporated by reference.

11. This is a legal conclusion, to which no response is required.

12. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants aver that they did not breach any contract with the Plaintiff.

13. This is a legal conclusion to which no response is required.

14. This is a legal conclusion to which no response is required.

15. This is a legal conclusion to which no response is required.

New Matter and Counterclaim

16. At the time of execution of the contract on April 24, 2007, Plaintiff failed to provide the Defendants with a rescission notice as required by law.

17. At the time that the Defendants signed a blank contract on April 27, 2007, Plaintiff failed to provide the Defendants with a rescission notice as required by law.

18. At the time that the Defendants signed contract documents on April 24, 2007, and on April 27, 2007, Plaintiff failed or refused to provide the Defendants with copies of the documents which they signed.

19. The obtaining of Defendants' signatures on an installment sales contract containing blank spaces was a violation of §304 of the Goods and Services Installment Sales Act, 69 P.S. §1304.
20. The failure of the Plaintiff to provide rescission notices is a violation of §7 of Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-7.
21. The actions of the Plaintiff in failing to provide rescission notices, in obtaining signatures on documents in blank and in failure to provide the Defendants with copies of signed documents, constitutes an unfair or deceptive act or practice under the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2.

WHEREFORE, Defendants claim damages from the Plaintiff in accordance with §9.2 of the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-9.2, including actual damages, attorney fees, costs and treble damages in an amount not in excess of \$50,000; and Defendants further claim the right to attorney fees in accordance with §1001 of the Goods and Services Installment Sales Act, 69 P.S. §2001; together with such other relief as the Court deems proper and necessary.

A handwritten signature in black ink, appearing to read "Thomas G. Wagner".

Thomas G. Wagner, Attorney for Defendants

VERIFICATION

I, Ellen Parsons, having read the foregoing Answer with New Matter and Counterclaim, verify that the statements made therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Ellen Parsons

Date: August 20, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

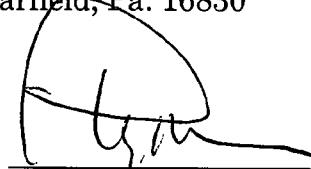
FILED

AUG 21 2007
w/g:rn
William A. Shaw
Prothonotary/Clerk of Courts
Mo 4C

CERTIFICATE OF SERVICE

I certify that on August 20, 2007, I mailed a true and correct copy of Answer with New Matter and Counterclaim by first class United States mail, postage prepaid, to the following:

Theron G. Noble, Esq.
301 East Pine Street
Clearfield, Pa. 16830



Thomas G. Wagner, Attorney for Defendants

CA

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

SNOW KING, INC.,
a Pennsylvania Corporation,

PLAINTIFF,

: No. 07- 1162 -CD

v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

DEFENDANTS.

: Type of Pleading:

: **PRELIMINARY OBJECTIONS**

: Filed By:

: **PLAINTIFF**

: Counsel of Record:

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

FILED NOCC
M/11/15 LM
AUG 31 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
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PLAINTIFF,)
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v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07- 1162 -CD

PLAINTIFF'S PRELIMINARY OBJECTIONS

AND NOW, comes the Plaintiff, Snow King, Inc., by and through its counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of its PRELIMINARY OBJECTIONS:

Background

1. This matter was commenced by the filing of a CIVIL COMPLAINT.
2. That counsel for the Defendants, accepted service of process, and by agreement timely filed a responsive pleading by August 21, 2007.

Issue 1: Lack of Specificity;
Pa.R.Civ.P. 1019 & 1028 (a)(3)

3. That Defendants allege violations of the Unfair Trade Practices and Consumer Protection Act (73 P.S. §201-2) as part of their new matter and counter-claim.
4. That the defendants cite said specific statute as being violated, however, said statute contains numerous subparts, including 73 P.S. 201-2(4), which contains 21 subparts, with some containing sub-sub parts.

5. That the defendants should pled with more specificity as to which part or parts of the Unfair Trade Practices and Consumer Protection Act they believe Plaintiff breached.

**Issue 2: Failure to Conform to Law ;
Pa.R.Civ.P. 1021 & 1028 (a)(2)**

6. That defendants claim for relief “not in excess of \$50,000” as part of their addendum clause.

7. That said sum has no legal significance other than to plant a thought with the potential trier of fact.

8. That Pa. R. Civ.P 1021(c) only permits the defendants to assert whether their claim does or does not exceed the mandatory arbitration amount.

9. That by stating their addendum clause is such a manner, defendants circumvent Pa.R.Civ.P. 1021 in a manner very prejudicial to Plaintiff.

**Issue 3: Failure to Conform to Law ;
Pa.R.Civ.P. 206.3 & 1028 (a)(2)**

10. That Pa.R.Civ.P. 206.3 requires pleadings to be verified.

11. That in this case, there are two defendants and apparently two counter-plaintiffs.

12. That only one party, Defendant Ellen Parsons, submitted a verification.

13. That without a verification from the other defendant, Joseph L. Anders, this would allow him to adopt different responses than those pled to Plaintiff’s detriment and to the defendants’ benefit.

**Issue 4: Failure to Conform to Law ;
Pa.R.Civ.P. 1031 & 1028 (a)(2)**

14. That defendants have lumped together their answer and new matter.

15. That traditional practice is to separate these into distinct paragraphs.

16. That Pa.R.Civ.P. 1031 implies that the traditional practice be followed, but does not exactly state as such.

WHEREFORE, Plaintiff requests that its PRELIMINARY OBJECTIONS be GRANTED and Defendant/Counter-Plaintiff ORDERED to amend their pleading to conform to applicable law as herein indicated.

Respectfully Submitted,



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

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

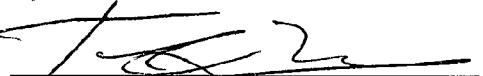
SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.) No. 07- 1162 -CD
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)

NOTICE OF SERVICE

I, Theron G. Noble, Esquire, counsel for the Plaintiff, does hereby certify that I did serve upon the Defendants, to the below identified persons, being counsel of record for Defendants, this 29th day of August, 2007, via United States Mail, first class, postage prepaid, Plaintiff's PRELIMINARY OBJECTIONS , as follows:

Thomas G. Wagner, Esquire
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

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

SNOW KING, INC.,
a Pennsylvania Corporation
Plaintiff

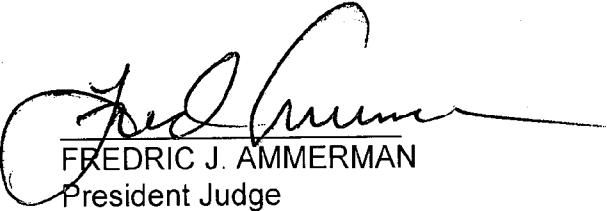
vs.
JOSEPH L. ANDERS, an adult individual
and ELLEN PARSONS, an adult individual
Defendants

*
*
*
*
* NO. 07-1162-CD
*
*
*

ORDER

NOW, this 25th day of September, 2007, upon receipt of the Plaintiff's Preliminary Objections, it is the ORDER of this Court that argument on the Plaintiff's Preliminary Objections is scheduled for the 10th day of October, 2007 at 10:00 A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED *IC A Atty's*
01/04/08 SEP 27 2007 Noble
Wagner
William A. Shaw
Prothonotary/Clerk of Courts *6K*

FILED
SEP 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/27/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff : NO. 07-1162-CD

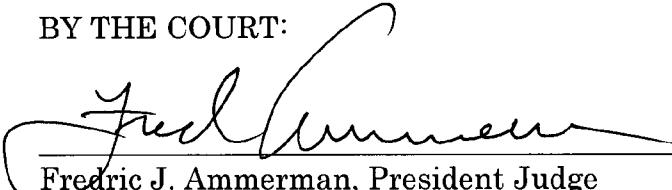
Vs. :

JOSEPH L. ANDERS and :
ELLEN PARSONS,
Defendants :

ORDER

Now this 10th day of October, 2007, upon consent of the Defendants, it is hereby ORDERED that the Defendants file an amended pleading which meets all of the preliminary objections filed by the Plaintiff. The amended pleading must be filed within twenty (20) days of the date of this order.

BY THE COURT:


Fredric J. Ammerman, President Judge

FILED
OCT 10 2007
1CC Atty Noble
Wagner

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/10/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

:

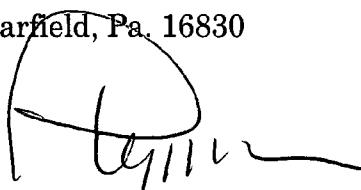
:

:

CERTIFICATE OF SERVICE

I certify that on October 15, 2007, I mailed a true and correct copy of Answer with Amended New Matter and Counterclaim by first class United States mail, postage prepaid, to the following:

Theron G. Noble, Esq.
301 East Pine Street
Clearfield, Pa. 16830



Thomas G. Wagner, Attorney for Defendants

FILED
OCT 16 2007
NOCC
CIR 10/13/2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

: Filed on behalf of Defendants

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

: Counsel of Record:
Thomas G. Wagner, Esq.
: 115 Lafayette Street
St. Marys, Pa. 15857
: (814) 781-3445

FILED
M 10/13/07
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66

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

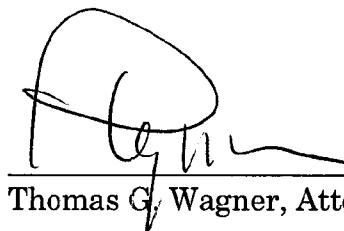
: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

NOTICE

You are hereby required to file an Answer to the within Amended New Matter within twenty (20) days of service or a default judgment may be entered against you.



Thomas G. Wagner, Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

:
:

ANSWER with AMENDED NEW MATTER AND COUNTERCLAIM

Answer

NOW COME the Defendants, Joseph L. Anders and Ellen Parsons, by their attorney, Thomas G. Wagner, and submit the following Answer to the Civil Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. On the contrary, Defendants first contact with representatives of the Plaintiff was on April 24, 2007, at which time the Defendants signed a contract different from the one attached to the Complaint as Exhibit "A".
5. Denied as stated. On April 27, 2007, the salesman for the Plaintiff appeared at Defendants' home and requested that Defendants sign a new contract form because the original contract failed to include sales tax. The document which Defendants signed was a blank document.
6. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants believe, and therefore aver, that they cancelled any contract with the Plaintiff prior to manufacture of the windows.

7. Denied. On the contrary, on May 1, 2007, Defendants verbally advised the salesman for Plaintiff that they did not want the windows.

8. Denied. Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants believe, and therefore aver, that the windows were not manufactured prior to their verbal cancellation on May 1, 2007.

9. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial.

10. The foregoing allegations of this answer are here incorporated by reference.

11. This is a legal conclusion, to which no response is required.

12. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. In further answer, Defendants aver that they did not breach any contract with the Plaintiff.

13. This is a legal conclusion to which no response is required.

14. This is a legal conclusion to which no response is required.

15. This is a legal conclusion to which no response is required.

Amended New Matter

16. At the time of execution of the contract on April 24, 2007, Plaintiff failed to provide the Defendants with a rescission notice as required by law.

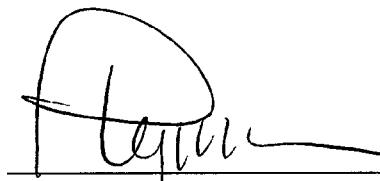
17. At the time that the Defendants signed a blank contract on April 27, 2007, Plaintiff failed to provide the Defendants with a rescission notice as required by law.

18. At the time that the Defendants signed contract documents on April 24, 2007, and on April 27, 2007, Plaintiff failed or refused to provide the Defendants with copies of the documents which they signed.

Amended Counterclaim

19. The allegations contained in the foregoing Answer and Amended New Matter are here incorporated by reference as if set forth at length.
20. The obtaining of Defendants' signatures on an installment sales contract containing blank spaces was a violation of §304 of the Goods and Services Installment Sales Act, 69 P.S. §1304.
21. The failure of the Plaintiff to provide rescission notices is a violation of §7 of Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-7.
22. The actions of the Plaintiff in failing to provide rescission notices, in obtaining signatures on documents in blank and in failure to provide the Defendants with copies of signed documents, constitutes an unfair or deceptive act or practice under the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2 (4)(xvii), in that said failure created a likelihood of confusion or of misunderstanding by the Defendants of their rights.

WHEREFORE, Defendants claim damages from the Plaintiff in accordance with §9.2 of the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-9.2, including actual damages, attorney fees, costs and treble damages in an amount not in excess of the mandatory arbitration limits of Clearfield County; and Defendants further claim the right to attorney fees in accordance with §1001 of the Goods and Services Installment Sales Act, 69 P.S. §2001; together with such other relief as the Court deems proper and necessary.



Thomas G. Wagner, Attorney for Defendants

VERIFICATION

I, Joseph L. Anders and Ellen Parsons, having read the foregoing Answer with Amended New Matter and Amended Counterclaim, verify that the statements made therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Joseph L. Anders
Ellen Parsons

Date: October 15, 2007

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

SNOW KING, INC.,
a Pennsylvania Corporation, :
PLAINTIFF, : No. 07-1162-CD
v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual, :
DEFENDANTS. :
: Type of Pleading:
: **REPLY TO NEW MATTER,
ANSWER TO COUNTER-CLAIM
AND ADDITIONAL NEW MATTER**
: Filed By:
: **PLAINTIFF**
: 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*
2011507
NOV 26 2007 *GK*

William A. Shaw
Prothonotary/Clerk of Courts

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)
No. 07- 1162 -CD

REPLY TO NEW MATTER, ANSWER TO COUNTER-
CLAIM AND ADDITIONAL NEW MATTER

**NOW COMES, Snow King, Inc., a Pennsylvania Corporation, by and through its
counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as
follows in support of its REPLY TO NEW MATTER, ANSWER TO COUNTER-
CLAIM AND ADDITIONAL NEW MATTER:**

16. Denied. It is first DENIED that the date of the contract was April 24, 2007, as
previously averred by Plaintiff, the contract was executed on April 21, 2007. At that
time, Plaintiff did provide Defendants with a rescission notice as required, not only in the
language of the contract but also a form for rescission. Strict proof of the same is
demanded at time of trial.

17. Denied. It is specifically DENIED that when the contract was re-executed to provide
for the required sales tax that (i) the date was April 27th; (ii) that the contract was blank;
and (iii) Defendant did not receive another rescission notice. Strict proof of the same is
demanded at time of trial.

18. Denied. It is specifically DENIED that when the contract was executed and then re-executed that (i) the dates were April 24th and April 27th; and (ii) that Defendants did not receive copies of the documents which they signed. Strict proof of the same is demanded at time of trial.

19. Plaintiff hereby incorporates its averments of paragraphs 1 - 18, inclusive, as of again fully set forth at length.

20. The same is a legal conclusion for which no response is deemed necessary. To the extent a response might be deemed necessary it is specifically DENIED that Defendants signed blank contracts and strict proof of the same is demanded at time of trial.

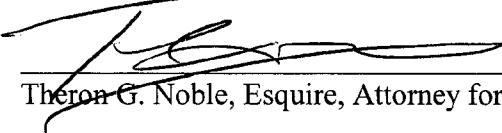
21. The same is a legal conclusion for which no response is deemed necessary. To the extent a response might be deemed necessary it is specifically DENIED that Defendants were not provided rescission notices and strict proof of the same is demanded at time of trial.

22. The same is a legal conclusion for which no response is deemed necessary. To the extent a response might be deemed necessary it is specifically DENIED that Defendants (i) were not provided with rescission notices; (ii) signed blank contracts; or (iii) were not provided with copies of the documents they signed and strict proof of the same is demanded at time of trial.

ADDITIONAL NEW MATTER

To: Defendants Joseph L. Anders and
Ellen Parsons

YOU ARE HEREBY REQUIRED TO FILE AN ANSWER TO THE WITHIN NEW MATTER TWENTY (20) DAYS OF SERVICE OR A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU.



Theron G. Noble, Esquire, Attorney for Plaintiff

23. That the defendants applied for financing for the purchase contemplated by the contract(s).
24. That the defendants were approved for financing arrangements which occurred at a later date, being at least three days after the execution of either contract concerning the purchase of the windows.
24. That said financing was through a company not a party to this lawsuit.
25. That said financing application also contained a rescission notice.
26. That the defendants also failed to notify such financing company of his, her or their decision to rescind.

**WHEREFORE, Plaintiff requests that JUDGMENT be entered in its favor as
prayed for in its CIVIL COMPLAINT and that Defendants' COUNTER-CLAIM be
dismissed.**

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)
No. 07- 1162 CD

VERIFICATION

I, Phil Tabone, President of Snow King, Inc., Plaintiff, do hereby swear and affirm that I have read the foregoing REPLY TO NEW MATTER AND ANSWER TO COUNTER-CLAIM 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. 4904.

So made this 22nd day of November, 2007.

By,



Phil Tabone, President,
Snow King, Inc., Plaintiff

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

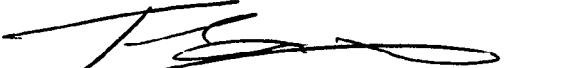
SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07- 1162 -CD

NOTICE OF SERVICE

I, Theron G. Noble, Esquire, counsel for the Plaintiff, does hereby certify that I did serve upon the Defendants, to the below identified persons, being counsel of record for Defendants, this 23rd day of November, 2007, via United States Mail, first class, postage prepaid, Plaintiff's REPLY TO NEW MATTER, ANSWER TO COUNTER-CLAIM and ADDITIONAL NEW MATTER, as follows:

Thomas G. Wagner, Esquire
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff : NO. 07-1162-CD

Vs. : Filed on behalf of Defendants

JOSEPH L. ANDERS and : Counsel of Record:
ELLEN PARSONS, : Thomas G. Wagner, Esq.
Defendants : 115 Lafayette Street
St. Marys, Pa. 15857
: (814) 781-3445

FILED

DEC 06 2007

112:36/0

William A. Shaw
Prothonotary/Clerk of Courts

W/C/C GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

:
:

REPLY TO ADDITIONAL NEW MATTER

Defendants file the following response to the Additional New Matter filed on behalf of the Plaintiff:

23. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. On May 1, 2007, Plaintiff's representative presented the Defendants with a blank application for financing, which the Defendants signed. Defendants have no knowledge whether said application was ever submitted to a lender.

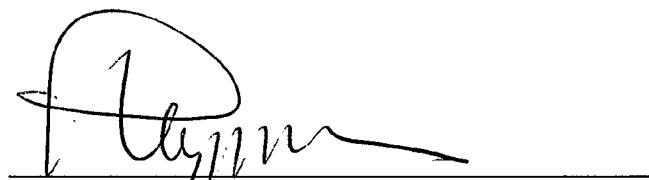
24. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of these averments. Proof is demanded at trial. Defendants have never been notified by any lender that they were approved for financing.

24 (sic). Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial.

25. Denied. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth of this averment. Proof is demanded at trial. Defendants were never supplied with a rescission notice connected with a financing application.

26. Admitted, because the Defendants had no knowledge of the identity of any financing company or that any application for financing had been approved or that Defendants had a right to rescind.

WHEREFORE, Defendants request the relief set forth in their Answer, Amended New Matter and Amended Counterclaim.



Thomas G. Wagner, Attorney for Defendants

VERIFICATION

I, Ellen Parsons, having read the foregoing Reply to Additional New Matter, verify that the statements made therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Ellen Parsons

Date: _____ December 5, 2007 _____

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

SNOW KING, INC.,
a Pennsylvania Corporation,

PLAINTIFF,

: No. 07-1162-CD

v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

DEFENDANTS.

: Type of Pleading:

: **NOTICE OF SERVICE**

: Filed By:

: **PLAINTIFF**

: Counsel of Record:

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

FILED
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William A. Shaw
Prothonotary/Clerk of Courts

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.) No. 07- 1162 -CD
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)

NOTICE OF SERVICE

I, Theron G. Noble, Esquire, counsel for the Plaintiff, does hereby certify that I did propound upon the Defendants, to the below identified persons, being counsel of record for Defendants, this 15th day of April, 2008, via United States Mail, first class, postage prepaid, the Plaintiff's FIRST SET OF DISCOVERY MATERIALS CONSISTING OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS, as follows:

Thomas G. Wagner, Esquire
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

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

SNOW KING, INC.,
a Pennsylvania Corporation,

PLAINTIFF,

: No. 07-1162-CD

v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

DEFENDANTS.

: Type of Pleading:

:
**PRAECIPE TO LIST
FOR ARBITRATION**

: Filed By:

:
PLAINTIFF

: Counsel of Record:

:
THERON G. NOBLE, ESQUIRE
FERRARACCIO & NOBLE
301 EAST PINE STREET
CLEARFIELD, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED Atty Noble
M 11 16 2008 pd. \$20.00
JUN 06 2008

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William A. Shaw
Prothonotary/Clerk of Courts

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.) No. 07- 1162 -CD
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)

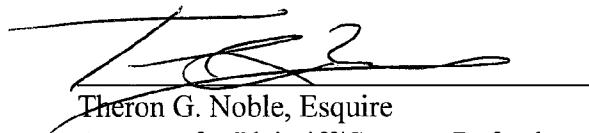
PRAECIPE TO LIST FOR ARBITRATION

To: William A. Shaw, Prothonotary

Date: June 5, 2008

I, Theron G. Noble, Esquire, counsel for Plaintiff-Counter-Defendant, does hereby certify that in the above captioned matter, (i) pleadings are closed; (ii) there is no outstanding discovery requests; and (iii) attempts to amicably resolve this matter have failed or would be non-productive. Therefore, request is hereby made that the same be placed on the arbitration list and listed for a 1/2 day hearing.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff/Counter-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)

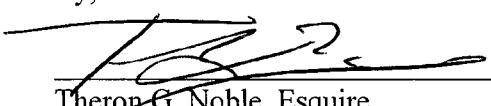
)
SNOW KING, INC.,)
a Pennsylvania Corporation,)
)
PLAINTIFF,)
)
v.)
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
)
DEFENDANTS.)
)
No. 07- 1162 -CD

NOTICE OF SERVICE

I, Theron G. Noble, Esquire, counsel for the Plaintiff, does hereby certify that I did propound upon the Defendants, to the below identified persons, being counsel of record for Defendants, this 5th day of June, 2008, via United States Mail, first class, postage prepaid, the Plaintiff's PRAECIPE TO LIST FOR ARBITRATION, as follows:

Thomas G. Wagner, Esquire
Meyer & Wagner
115 Lafayette St.
St. Marys, PA 15857

By,



Theron G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

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

SNOW KING, INC.
a Pennsylvania Corporation

vs. : No. 07-1162-CD

JOSEPH L. ANDERS, an adult
individual, and ELLEN PARSONS,
an adult individual

O R D E R

NOW, this 4th day of August, 2008, it is the ORDER of the Court that
the above-captioned matter is scheduled for Arbitration on Thursday, September 4, 2008 at
9:00 A.M. The following have been appointed as Arbitrators:

William C. Kriner, Esquire, Chairman

Girard Kasubick, Esquire

Mark A. Falvo, 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.

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA.

FILED
04/08/08
AUG 04 2008
SCC CIA
GR

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

:

CERTIFICATE OF SERVICE

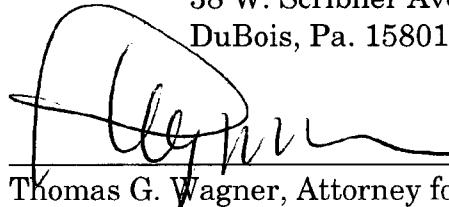
I certify that on August 22, 2008, I mailed a true and correct copy of Defendants' Pretrial Statement by first class United States mail, postage prepaid, to the following:

Theron G. Noble, Esq.
301 East Pine Street
Clearfield, Pa. 16830

William Kriner, Esq.
219 E. Market Street
PO Box 1425
Clearfield, Pa. 16830

Girard Kasubick, Esq.
611 Brisbin Street
Houtzdale, Pa. 16651

Mark Falvo, Esq.
38 W. Scribner Avenue
DuBois, Pa. 15801



Thomas G. Wagner, Attorney for Defendants

FILED
01:52 PM
AUG 25 2008
2008-1162-CD

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Snow King, Inc.
vs.
Joseph L. Anders and Ellen Parsons

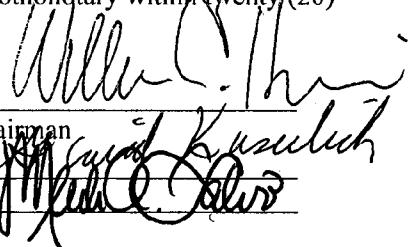
No. 2007-01162-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 4th day of September, 2008, 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.

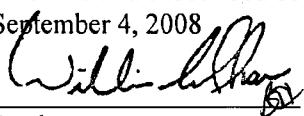
William C. Kriner, Esq.

Chairman



Girard Kasubick, Esq.
Mark A. Falvo, Esq.

Sworn to and subscribed before me this
September 4, 2008



Prothonotary

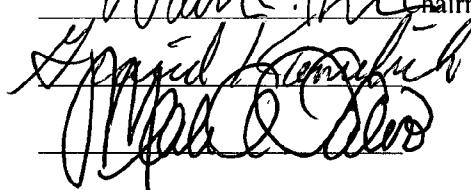
AWARD OF ARBITRATORS

Now, this 04 day of Sept., 2008, 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:

Judgment for Defendants on the Plaintiff's Complaint.

Defendants awarded \$500 in attorney's fees on Defendant's counterclaim.

Chairman



(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 4th day of September, 2008, 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.

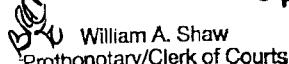
WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By _____



FILED
01/13/09
SEP 04 2008
Notices mailed
to Attn: Noble
and Wagner
Sept. 4, 2008


William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

Snow King, Inc.

Vs.

: No. 2007-01162-CD

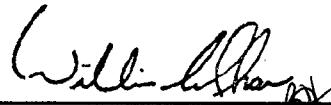
Joseph L. Anders and Ellen Parsons

NOTICE OF AWARD

TO: Theron G. Noble, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 4, 2008, and have awarded:

Judgment for Defendants on the Plaintiff's Complaint. Defendants awarded \$500 in Attorney's fees on Defendant's Counterclaim.



William A. Shaw, Prothonotary

September 4, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 4, 2008, at 1:15 p.m..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$1,275.00.

COPY

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

Snow King, Inc.

Vs.

: No. 2007-01162-CD

Joseph L. Anders and Ellen Parsons

NOTICE OF AWARD

TO: Thomas G. Wagner, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 4, 2008, and have awarded:

Judgment for Defendants on the Plaintiff's Complaint. Defendants awarded \$500 in Attorney's fees on Defendant's Counterclaim.



William A. Shaw, Prothonotary

September 4, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 4, 2008, at 1:15 p.m..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$1,275.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff : NO. 07-1162-CD

Vs. : Filed on behalf of Defendants

JOSEPH L. ANDERS and : Counsel of Record:
ELLEN PARSONS, : Thomas G. Wagner, Esq.
Defendants : 115 Lafayette Street
St. Marys, Pa. 15857
: (814) 781-3445

FILED *Notice*
M 7/13/09 to Atty. Noble
FEB 05 2009
S (60)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

:

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

:

PRAECIPE

To The Prothonotary:

Please enter judgment in accordance with the award of arbitrators in the
above captioned matter.



Thomas G. Wagner, Attorney for Defendants

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Snow King, Inc.

Vs.

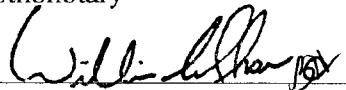
No. 2007-01162-CD

Joseph L. Anders and Ellen Parsons

To: PLAINTIFF

NOTICE is given that a JUDGMENT in the above captioned matter has been entered February 5, 2009, against you in accordance with the award of arbitrators: Judgment for Defendants on the Plaintiff's Complaint. Defendants awarded \$500 in Attorney's fees on Defendant's Counterclaim.

William A. Shaw
Prothonotary



William A. Shaw

9/4 @
9:00 A.M.

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

SNOW KING, INC.,
a Pennsylvania Corporation,

PLAINTIFF,

: No. 07-1162-CD

v.
JOSEPH L. ANDERS, an adult individual,
and ELLEN PARSONS, an adult individual,

DEFENDANTS.

: Type of Pleading:

: **PRE-ARBITRATION MEMO**

: Filed By:

: **PLAINTIFF**

: Counsel of Record:

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

RECEIVED

AUG 27 2008

Court Administrator's
Office

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

SNOW KING, INC.,)
a Pennsylvania Corporation,)
PLAINTIFF,)
v.) No. 07- 1162 -CD
JOSEPH L. ANDERS, an adult individual,)
and ELLEN PARSONS, an adult individual,)
DEFENDANTS.)

PRE-ARBITRATION MEMO

AND NOW, comes the Plaintiff, Snow King, Inc., by and through its counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, Esquire, who files in accordance with Clearfield County Local Rules of Court, its PRE-TRIAL MEMO:

Statement of Case

Plaintiff is a duly formed and existing Pennsylvania Corporation, headquartered in DuBois, with a primary business focus of selling and installing residential windows. That Defendant Parsons own a home in St. Marys, Pennsylvania in which she and Defendant Anders reside together.

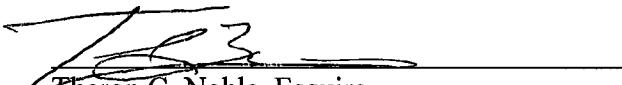
On April 21, 2007, defendants contracted with Snow King, Inc., for the purchase of custom windows for Defendant Parsons home. Snow King's salesman failed to include the Pennsylvania sales tax, then later went to the Defendants, explained the situation and a new contract, with the required sales tax, was re-executed. This was done on April 24, 2007.

In preparation to perform the contract, Snow King ordered the windows. In that the

Statement of Damages

Attached as Exhibit "A" to Plaintiff's civil complaint is the re-executed contract, for the amount of \$3,678, sales tax included. This is the amount asserted by Snow King as the amount which should be awarded to it.

Respectfully Submitted,



T G. Noble, Esquire
Attorney for Plaintiff
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No. 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SNOW KING, INC., Plaintiff

: NO. 07-1162-CD

Vs.

JOSEPH L. ANDERS and
ELLEN PARSONS,
Defendants

RECEIVED

AUG 25 2008

Court Administrator's
Office

DEFENDANTS' PRETRIAL STATEMENT

Statement of the Case

Plaintiff has filed a claim for payment under a contract to install replacement windows in the Defendants' house in St. Marys, Pa. The Plaintiff is claiming damages in the approximate amount of \$3,300, which it claims to represent manufacturing and delivery costs, salesman time and anticipated profit.

The Defendants rescinded the contract before the windows were delivered. The Defendants have also filed a counterclaim alleging the following:

- A. Plaintiff obtained their signatures on an installment sales contract containing blank spaces in violation of §304 of the Goods and Services Installment Sales Act, 69 P.S. §1304; and Plaintiff had Defendants sign other documents in blank;
- B. Defendants were never provided with rescission notices, which is a violation of §7 of the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-7; and Defendants were never provided with timely rescission notices; and
- C. The above failures, along with a failure to provide the Defendants with copies of signed documents, constitutes an unfair or deceptive act or practice, creating a likelihood of confusion or of misunderstanding by the Defendants of their rights, in violation of the Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4)(xvii).

The Defendants have sued for actual damages, attorney fees, costs and treble damages.

Citations

The applicable provisions of law are cited in the Statement of the Case above.

69 P.S. §2001 allows for the award of reasonable attorney fees and costs in any action relating to a retain installment contract.

The general purpose of the UTPCPL is to protect the public from fraud and unfair or deceptive business practices. *Romeo v. Pittsburgh Associates*, 787 A. 2d. 1027 (Pa. Super 2001), *appl den* 797 A. 2d. 915, 586 Pa. 722. Under the "catch all" provision of the UTPCPL, Plaintiffs may prove either common law fraud or deceptive conduct. *In Re: Strong*, 356 B.R. 121, *aff-d* 2005 WL 1463245. A cause of action may be maintained under the catch all provision of the UTPCPL by proving existence of the illegality in a transaction, and is not dependent upon showing of all of the elements of common law fraud. *In Re: Patterson*, 263 B.R. 82 (E.D. Pa. 2001).

Witnesses

Defendants intend to call the following witnesses at the hearing:

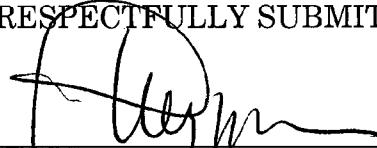
- A. Joseph Andres, Defendant;
- B. Ellen Parsons, Defendant;
- C. Lori Miller, Ridgway, Pa.

Statement of Damages

Defendants first request that the Complaint be dismissed, with costs upon the Plaintiff.

The measure of the Defendants' damages on the counterclaim is governed by §9.2 of the UTPCPL, 73 P.S. §201-9.2. They are the value of the contract (\$3,678) and the attorney fees incurred or to be incurred by the Defendants (\$1,695). A statement of fees, including an estimate for cost of representation at the arbitration hearing is attached.

RESPECTFULLY SUBMITTED,



Thomas G. Wagner, Attorney for Defendants

Selection Criteria

Clie.Selection	Include: Anders/Ellen
Slip.Classification	Open
Clie.Selection	Include: Anders/Ellen

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
31444	TIME	Wagner, Thomas	0.60	150.00	90.00
5/30/2007		Conference with	0.00	T@1	
Billed	G:22399	6/7/2007 Anders/Ellen	0.00		
Conference with Ellen re: windows contract			0.00		
Letter to Snow King					
31540	TIME	Wagner, Thomas	0.30	150.00	45.00
6/5/2007		Telephone	0.00	T@1	
Billed	G:22556	8/13/2007 Anders/Ellen	0.00		
Telephone conference with Raymond Gene at Snow			0.00		
King					
31799	TIME	Wagner, Thomas	0.10	150.00	15.00
6/19/2007		Telephone	0.00	T@1	
Billed	G:22556	8/13/2007 Anders/Ellen	0.00		
Telephone conference with Phil from Snow King			0.00		
31831	TIME	Wagner, Thomas	0.10	150.00	15.00
6/21/2007		Telephone	0.00	T@1	
Billed	G:22556	8/13/2007 Anders/Ellen	0.00		
Telephone conference with Ellen re: settlement offer			0.00		
31839	TIME	Wagner, Thomas	0.10	150.00	15.00
6/22/2007		Letter to	0.00	T@1	
Billed	G:22556	8/13/2007 Anders/Ellen	0.00		
Letter to Snow King			0.00		
32272	TIME	Wagner, Thomas	0.10	150.00	15.00
7/25/2007		Review	0.00	T@1	
Billed	G:22556	8/13/2007 Anders/Ellen	0.00		
Review complaint			0.00		
Letter to clients					
32654	TIME	Wagner, Thomas	0.90	150.00	135.00
8/1/2007		Conference with	0.00	T@1	
Billed	G:22636	9/13/2007 Anders/Ellen	0.00		
Conference to review complaint			0.00		
32859	TIME	Wagner, Thomas	0.70	150.00	105.00
8/17/2007		Preparation of	0.00	T@1	
Billed	G:22636	9/13/2007 Anders/Ellen	0.00		
Preparation of Answer and Counterclaim			0.00		

8/22/2008
11:26 AM

Meyer & Wagner
Slip Listing

Page 2

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
33017 TIME 8/30/2007 Billed G:22636 Review preliminary objections Letter to clients	Wagner, Thomas Review Anders/Ellen	0.10 0.00 0.00 0.00	150.00 T@1	15.00
33614 TIME 10/3/2007 Billed G:22752 Letter re: preliminary objections argument	Wagner, Thomas Letter to Anders/Ellen	0.10 0.10 0.00 0.00	150.00 T@1 No Charge	15.00
33684 TIME 10/10/2007 Billed G:22752 Review file to prepare for argument Telephone calls to court and attorney Preparation of amended answer	Wagner, Thomas Review Anders/Ellen	0.60 0.00 0.00 0.00	150.00 T@1	90.00
34552 TIME 11/29/2007 Billed G:22812 Review answer Letter to clients	Wagner, Thomas Review Anders/Ellen	0.20 0.00 0.00 0.00	150.00 T@1	30.00
34598 TIME 12/5/2007 Billed G:22853 Conference to review pleading Prepare and file Reply to Additional New Matters	Wagner, Thomas Conference with Anders/Ellen	0.50 0.00 0.00 0.00	150.00 T@1	75.00
35840 TIME 4/22/2008 Billed G:23080 Conference re: answers to interrogatories Preparation of answers to interrogatories	Wagner, Thomas Conference with Anders/Ellen	0.90 0.00 0.00 0.00	150.00 T@1	135.00
35849 TIME 4/23/2008 Billed G:23080 Revise answers to interrogatories Letter to attorney	Wagner, Thomas Revise Anders/Ellen	0.20 0.00 0.00 0.00	150.00 T@1	30.00
35858 TIME 4/24/2008 Billed G:23080 Revise answers to interrogatories	Wagner, Thomas Revise Anders/Ellen	0.10 0.00 0.00 0.00	150.00 T@1	15.00
35995 TIME 5/12/2008 Billed G:23141 Review answers to request for production Letter to client	Wagner, Thomas Review Anders/Ellen	0.10 0.00 0.00 0.00	150.00 T@1	15.00

8/22/2008
11:26 AM

Meyer & Wagner
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
36742	TIME	Wagner, Thomas	0.40	150.00	60.00
	8/15/2008	Preparation of	0.00	T@1	
	WIP	Anders/Ellen	0.00		
	Preparation of Pretrial Statement		0.00		
36778	TIME	Wagner, Thomas	0.40	150.00	60.00
	8/15/2008	Preparation of	0.00	T@1	
	WIP	Anders/Ellen	0.00		
	Preparation of pretrial statement		0.00		
36785	TIME	Wagner, Thomas	0.70	150.00	105.00
	8/20/2008	Conference with	0.00	T@1	
	WIP	Anders/Ellen	0.00		
	Conference to prepare for hearing		0.00		
36784	TIME	Wagner, Thomas	0.70	150.00	105.00
	8/22/2008	Legal research	0.00	T@1	
	WIP	Anders/Ellen	0.00		
	Legal research and complete pretrial statement		0.00		
36743	TIME	Wagner, Thomas	3.50	150.00	525.00
	9/4/2008	Travel	0.00	T@1	
	WIP	Anders/Ellen	0.00		
	Travel to/from and representation at hearing		0.00		
<hr/>					
Grand Total					
		Billable	11.30		1695.00
		Unbillable	0.10		15.00
		Total	11.40		1710.00
<hr/>					