

07-1676-CD

Solarshield Inc. vs Susie Diltz etal

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2007 GN 07-1676-CD

CIVIL ACTION - LAW

COMPLAINT

A. THOMAS FARRELL, ESQUIRE

A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

Susie Dilts
Travis Dilts
3297 Irishtown Road
Grampian, PA 16838

FILED

OCT 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd.
\$85.00
LTS
JCC Sheriff

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: NO. 2007 GN _____

: CIVIL ACTION - LAW
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NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20) DAYS** after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed against you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

**MidPenn Legal Services, Inc.
211-1/2 E. Locust Street
Clearfield, PA 16830
1-800-326-9177/765-9646**

SOLARSHIELD, INC.,
Plaintiff

VS.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: NO. 2007 GN _____

: CIVIL ACTION - LAW

COMPLAINT

AND NOW, comes the Plaintiff, **SOLARSHIELD, INC.**, who by and through its counsel, **A. THOMAS FARRELL, ESQUIRE**, files the following Complaint seeking monetary damages, and in support thereof sets forth as follows:

1.

That the Plaintiff, Solarshield, Inc., is a Pennsylvania corporation having its principal place of business located at 1701 3rd Avenue, Altoona, Blair County, Pennsylvania 16602.

2.

That the Defendants, Susie Dilts and Travis Dilts, are adult individuals who currently reside at 3297 Irishtown Road, Grampian, Clearfield County, Pennsylvania 16838.

3.

That on or about May 19, 2007, the Defendants, Susie Dilts and Travis Dilts, entered into a retail sales contract with Solarshield, Inc., for the purchase and installation of basement wall panels, trim, doors, electrical fixtures, and other miscellaneous items for the sum of Twenty-five Thousand One Hundred Nine Dollars and Forty-five (\$25,109.45) Cents. A true and correct copy of the sales contract is attached hereto and incorporated herein as Plaintiff's Exhibit "A."

4.

That the sales contract contained a Notice of Cancellation entitling the Defendants to cancel the transaction by delivering the cancellation notice to Solarshield on or before midnight of May 23, 2007. A true and correct copy of the Notice of Cancellation is attached hereto and incorporated herein as Plaintiff's Exhibit "B."

5.

That the Defendant, Susie Dilts, delivered Notice of Cancellation to the Plaintiff's offices on July 26, 2007, due to the lapse of time the Notice of Cancellation did not rescind the parties' agreement.

6.

That the terms of the contract entitles Solarshield, Inc. twenty (20%) percent of the contract price as liquidated damages in the event that the purchaser revokes acceptance of the contract subsequent to the cancellation date.

7.

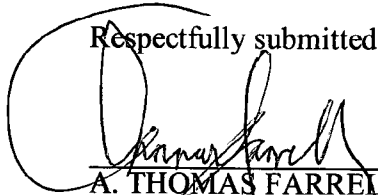
That Solarshield, Inc. is entitled to the sum of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents as liquidated damages, that being twenty (20%) percent of the contract price less the down payment in the amount of Two Hundred Fifty-one (\$251) Dollars.

8.

That the Plaintiff, Solarshield, Inc., has made repeated demands for payment of its claim for liquidated damages in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents, without response.

WHEREFORE, the Plaintiff, Solarshield, Inc., respectfully requests this Honorable Court to enter judgment against the Defendants, Susie Dilts and Travis Dilts, in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents, with interest and costs of suit, for reasons set forth above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. Thomas Farrell", is written over a horizontal line.

A. THOMAS FARRELL, ESQUIRE
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

SOLARSHIELD, INC.,

Plaintiff

VS.

SUSIE DILTS and TRAVIS DILTS,

Defendants

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

: NO. 2007 GN _____

: CIVIL ACTION - LAW

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VERIFICATION

I, Daniel E. Green, President, Solarshield, Inc., hereby verify that the facts set forth in the Complaint are true and correct to the best of my knowledge, information and belief.

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

Date _____

10-9-07

Dan B.

**Daniel E. Green, President
Solarshield, Inc.**

EXHIBIT “A”

Aug. 22, 2007 2:36PM

Solarshield

ract

No. 7783 P. 5/5



Sunrooms
Windows
Doors

SOLARSHIELD, INC.
We Give Homes a Whole New Life...
That's the Beauty of Solarshield
Executive Office and Showroom
1701 Third Avenue
ALTOONA, PENNSYLVANIA 16602
(814) 844-7878 • Toll Free 1-800-882-2000
http://www.solarshieldinc.com

Gutters &
Gutter Protection
Jacuzzi Hot Tubs
& More

PROPOSAL SUBMITTED TO

Suzie & Travis Dille

PHONE

514-592-7606

DATE

5/19/07

STREET

3297 Lashburn Rd

JOB NAME

SAME

CITY, STATE AND ZIP CODE

Greensburg Pa 16658

JOB LOCATION

REPRESENTATIVE

Matt Taylor

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

Solarshield to provide the following labor and materials as follows:

1. Moisture and Mold Resistant Total Basement Solutions Wall Panels

Type (X) Vinyl Finish () Paintable / Wallpaper / Fiber Rock

Linear Feet of Perimeter Walls 44

Close(s) yes (X) no

Linear Feet of Partition Walls 44

How Many

Linear Feet of Non-Insulated Walls

Size(s) X

2. Trim

Baseboard and Casement Trim Color () White (X) Mid-Tone Oak

Art Core Ceiling Molding: White Only

3. Doors

Interior Doors (Painted, 6 Panel Steel) Hinged 3 Exterior Steel Doors

Bi-Fold Doors Mirrored Bi-Fold Doors

4. Electric and Lighting Installation

Electric run to existing box (Yes No)

All electric receptacle and wall switches will be installed in compliance with code requirements

Lighting QTY 5 In-Let-In QTY 2 In-Let-In QTY Recessed Lights

5' Electric Baseboard Heating with Thermostat Yes (X) No QTY

5. Suspended Ceiling

8'x8' 2x2 2x2 3D 2x4

UNIT PRICE

6. Exterior Egress System

Is there a need for an Egress System Yes (X) No

With 1 36" Steel Door or 1 48" x 48" Strong Window

\$ 24,431.00

INCLUDES FREE

MATELEX FLOORING

7. Miscellaneous

Install Star Rail Yes (X) No Poplar Oak Linear Feet

Box out Door Wash (Yes No 26) Post/Pole Surrounds Yes (X) No QTY

8. If there is not sufficient room in existing breaker box to accommodate an additional 50 amp breaker a sub panel will be required at additional cost of \$700.00 N/A

* CUSTOMER REWARD ADD 13' Ext. work
2 Bi-Fold Doors

SOLARSHIELD RESERVES THE RIGHT TO CANCEL THIS ORDER IF PURCHASER DECIDES

THE JOB AS SOLD WILL NOT AFFORD PROPER INSTALLATION

NO OTHER DISCOUNTS APPLY

TOWNSHIP FOR PERMIT PAPA

Reasonable, Reliable, Responsible... Guaranteed

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Balance to be drawn as follows 240/455 dollars (\$ 25,109.45)

Payment to be made as follows:

251.00 PP

\$ 24,858.45

All material is guaranteed to be consistent with any factory warranty. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All subcontractors contingent upon timely, satisfactory and delay beyond our control. Owner to carry fire, earthquake and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

We are not responsible for pre-existing conditions and make NO WARRANTY WHATSOEVER REGARDING CONDEMNATION. ALL WARRANTIES ARE VOID UNLESS MONIES DUE US ARE PAID IN FULL OR IF UNAUTHORIZED SERVICE OR ADJUSTMENTS HAVE BEEN MADE.

A late payment charge of 1.760% per month will be imposed on all invoices not paid upon completion.

Authorized

Signature

M. D. Dille

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Notice of Cancellation

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: SOLARSHIELD, INC., 1701 THIRD AVENUE, ALTOONA, PA 16602, NOT LATER THAN MIDNIGHT OF: 5/23/07. In the event the purchaser revokes acceptance of this Contract after the Notice of Cancellation date, set forth above, Solarshield, Inc., is entitled to twenty (20%) percent of the Contract price as liquidated damages. Liquidated damages represent certain costs and losses sustained by Solarshield, Inc. including, but not limited to, advertising costs, commissions, and is intended to be fair allocation and not as a penalty against Purchaser. Solarshield, Inc. and Purchaser further acknowledge and agree that such liquidated damages shall be the sole and only recovery to which Solarshield, Inc. will be entitled and in no event will Purchaser be liable to Solarshield, Inc., for consequential or special damages.

I HEREBY CANCEL THIS TRANSACTION.

Dated:

Buyer's Signature:

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature: J. Susan C. Dille

Signature: J. Francis S. Dille

EXHIBIT “B”

Notice of Cancellation

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: SOLARSHIELD, INC., 1701 THIRD AVENUE, ALTOONA, PA 16602, NOT LATER THAN MIDNIGHT OF: 8/23/07. In the event the purchaser revokes acceptance of this Contract after the Notice of Cancellation date, set forth above, Solarshield, Inc., is entitled to twenty (20%) percent of the Contract price as liquidated damages. Liquidated damages represent certain costs and losses sustained by Solarshield, Inc. including, but not limited to, advertising costs, commissions, and is intended to be fair allocation and not as a penalty against Purchaser. Solarshield, Inc. and Purchaser further acknowledge and agree that such liquidated damages shall be the sole and only recovery to which Solarshield, Inc. will be entitled and in no event will Purchaser be liable to Solarshield, Inc., for consequential or special damages.

I HEREBY CANCEL THIS TRANSACTION.

Dated: 7-26-2007

Buyer's Signature: Suave C Dilla

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature Suave C Dilla

Signature Suave C Dilla

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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Docket No. 07-1676-CD

Type of Pleading:
PRAECIPE TO ENTER APPEARANCE

Filed on Behalf of:
Defendants: SUSIE DILTS and TRAVIS DILTS

Counsel of Record for
This Party:

Eric E. Cummings., Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 3cc
01/30/07
NOV 01 2007
Atty Cummings
William A. Shaw
Prothonotary/Clerk of Courts
(LW)

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS and TRAVIS DILTS,
Defendant

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Docket No. 07-1676-CD

ENTRY OF APPEARANCE

Please enter my appearance on behalf of Susie Dilts and Travis Dilts, Defendants.

Respectfully submitted,

LAW OFFICES OF DWIGHT L. KOERBER, JR.,
ESQUIRE

By: 

Eric E. Cummings, Esquire

Attorney for Defendants: Susie Dilts and
Travis Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS and TRAVIS DILTS,
Defendant

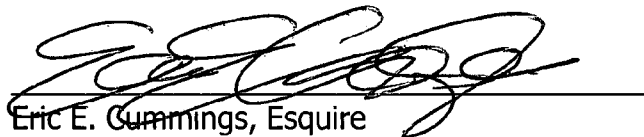
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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

I certify that on this 1st day of November, 2007, the undersigned served a certified copy of the Praecept to Enter Appearance in the above captioned matter. Such document was served via United States First Class Mail upon the counsel for Plaintiff:

A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602


Eric E. Cummings, Esquire
Attorney for Defendants: Susie Dilts and
Travis Dilts

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

SOLARSHIELD, INC.,
Plaintiff

-VS-

SUSIE DILTS AND
TRAVIS DILTS,
Defendants

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Docket No. 07-1676-CD

FILED

NOV 09 2007

0/2:35/W

William A. Shaw

Prothonotary/Clerk of Courts

4 cent to

Am

Type of pleading:
ANSWER, NEW MATTER
AND COUNTERCLAIM OF
DEFENDANTS SUSIE DILTS
AND TRAVIS DILTS

Filed on behalf of
DEFENDANTS, Susie Dilts
and Travis Dilts

Counsel of record for
this party:

Eric E. Cummings, Esquire
PA I. D. No. 206194

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

SOLARSHIELD, INC.,
Plaintiff

-vs-

SUSIE DILTS AND
TRAVIS DILTS,
Defendants

*

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Docket No. 07-1676-CD

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NOTICE

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ENCLOSED
ANSWER, NEW MATTER AND COUNTERCLAIM WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

Eric E. Cummings, Esquire
Attorney for Defendants,
SUSIE DILTS AND TRAVIS DILTS

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

SOLARSHIELD, INC.,
Plaintiff

-vs-

SUSIE DILTS AND
TRAVIS DILTS,
Defendants

*

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Docket No. 07-1676-CD

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**ANSWER, NEW MATTER AND COUNTERCLAIM
OF DEFENDANTS SUSIE DILTS AND TRAVIS DILTS**

COME NOW, Defendants Susie Dilts and Travis Dilts, by and through their attorney, Eric E. Cummings, Esquire, and file this, their Answer, New Matter and Counterclaim to the Complaint filed by Plaintiff Solarshield, Inc. In support thereof, defendants aver and show as follows:

**I.
ANSWER**

1. Admitted.
2. Admitted.
3. Denied, legal conclusion. Following reasonable investigation, the defendants

are without knowledge or information sufficient to form a belief as to the truth of the allegation. Moreover, defendants aver that a contractual relationship would have only bound the parties if the financing condition precedent would have first been met. See New Matter and Counterclaim.

4. Denied, as the terms of the document speak for themselves. See New Matter.

5. Denied. Legal conclusion. After reasonable investigation, the defendants are without knowledge or information sufficient to form a belief as to the truth of the allegation.

6. Denied. Legal conclusion. After reasonable investigation, the defendants are without knowledge or information sufficient to form a belief as to the truth of the allegation.

7. Denied. Legal conclusion.

8. Admitted in part and denied in part. Defendants admit that repeated demands for payment have been made by plaintiff. However, defendants deny the remainder of the allegation, and require strict proof at trial. Furthermore, defendants aver that they have been in contact with plaintiff through numerous avenues. See New Matter and Counterclaim.

WHEREFORE, Defendants Susie Dilts and Travis Dilts respectfully request this Honorable Court to dismiss the Complaint filed against them by Plaintiff Solarshield, Inc., and to grant such other relief as is appropriate.

II. NEW MATTER

Paragraphs 1 through 8 are incorporated herewith, as though set forth in full. In further support of their position herein, defendants offer the following New Matter.

9. Negotiations between the parties leading up to preparation of a written document specifically included that the agreement, if one would be entered into, would be conditioned upon the defendants obtaining financing.

10. Notwithstanding the fact that the parties had conditioned this entire agreement upon financing, the written document failed to include this critical term.

11. By failing to include a critical term, the written document did not have the elements in it necessary to establish a meeting of the minds or a potential meeting of the minds. Accordingly, the document which the plaintiff's attached to its Complaint is not a document that reflects the actual understanding of the parties, and it therefore should not be construed as establishing any source of liability on the part of defendants.

12. In further support of their defense herein, defendants would point out that plaintiff undertook the affirmative obligation to assist in obtaining financing, and in fact represented that it could obtain financing that would meet the plaintiff's needs. In undertaking that obligation, the plaintiff had an affirmative obligation to state and disclose the full cost of lending, including the following:

- (a) The interest rate;
- (b) The amortization period;
- (c) The reimbursement, if any, of payment that would be made to plaintiff in arranging financing; and
- (d) A full and complete disclosure of all pertinent financing conditions of the transaction.

13. It is defendants' position that none of the requirements listed in paragraph 12 above were satisfied, and as such the document which the plaintiff now seeks to enforce is legally deficient.

14. In further support of their defense herein, defendants would point out that the transaction herein was a consumer transaction, and is therefore subject to the provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-2, et seq.

15. More specific details concerning the failure to comply with the Pennsylvania Unfair Trade Practices and Consumer Protection Law are set forth in the Counterclaim portion of this pleading, and defendants hereby incorporate by reference those matters.

16. As it relates to Defendant Travis Dilts, defendants assert as a further defense the claim that he was misled and misdirected, such that he signed the agreement under the mistaken belief that he was a direct party contracting for the services that his mother was seeking to obtain. In particular, Defendant Travis Dilts would point out that he had no financial interest whatsoever in the transaction, and was not intending to guarantee payment by his mother, but instead was misled to believe that he, as an occupant of the home, had a legal duty to make payment of the subject contract.

WHEREFORE, Defendants Susie Dilts and Travis Dilts pray that the Complaint filed against them be dismissed, and that judgment be entered in their favor.

III. COUNTERCLAIM

Paragraphs 1 through 16 are incorporated herewith as though set forth in full. In further support of their position herein, defendants offer the following New Matter.

17. Throughout the negotiations between the parties, plaintiff knew and was put

on notice that Susie Dilts and Travis Dilts, defendants herein, were not financially astute and could readily be confused, misled and induced into signing a document which did not reflect the terms of the actual negotiations between the parties.

18. Defendants aver, and hereby state, that plaintiff unfairly took advantage of the defendants' financial naivety by presenting a document that was inherently confusing and misleading.

19. A specific example of how the purported contract was misleading and confusing is the fact that it omitted insertion of language stating that the agreement was contingent upon the defendants obtaining financing.

20. The requirement that financing be obtained prior to the agreement being binding was a material point, and by omitting it from the contract, plaintiff either intentionally or negligently misled the defendants.

21. In addition to having a document that was deficient, confusing and misleading, plaintiff engaged in a practice that was misleading in and of itself, inasmuch as it misrepresented to Defendant Susie Dilts that it could obtain financing for her, whereby it would consolidate her second mortgage with the amount of money that would be necessary to cover the sales transaction herein, without in any way disclosing the terms and conditions of such financing. Among the specific areas that the plaintiff failed to disclose are the following:

- (a) The interest rate;
- (b) The amortization period;
- (c) The reimbursement, if any, of payment that would be made to plaintiff in arranging financing;
- (d) A full and complete disclosure of all pertinent financing conditions of the transaction.

22. By doing the actions set forth above, the plaintiff violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, particularly Title 73, Section 201-2, subsection (4), sub-subsections (ii), (iii), (v) and (xxi), in particular part:

- ii. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- iii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- v. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- xxi. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

73 P.S. §201-2 (4)(ii), (iii), (v) and (xxi).

24. Under said Act, specifically 73 P.S. 201-9.2, the defendants aver that they are entitled to damages.

25. The damages which defendants have incurred are the down payment of \$251.00, which was never refunded, plus the penalty charge of \$4,770.89 which the plaintiff is now seeking through the present litigation. Defendants seek treble damages, plus attorney's fees, as allowed at 73 P.S. §201-9.2.

WHEREFORE, defendants pray that their Counterclaim be granted, and that they be awarded actual damages in the amount of \$251.00, and \$4077.89 in treble damages and attorney's fees and costs.

IV. COUNTERCLAIM ON BEHALF OF TRAVIS DILTS

Paragraphs 1 through 25 are incorporated herewith, as though set forth in full.

26. Defendant Travis Dilts in particular seeks a counterclaim under the Unfair Trade Practices and Consumer Protection Law, as he maintains that he was misled into believing he had a legal obligation to join in the present contract.

27. In particular, Defendant Travis Dilts would point out that plaintiff told him that because he was residing on the premises, he had a legal duty to assist in making payment.

28. By treating Defendant Travis Dilts the same way that it treated his mother, Susie Dilts, who owned the premises, plaintiff created a situation that had a likelihood of confusion or misunderstanding, so as to constitute a violation under the Unfair Trade Practices and Consumer Protection Law.

29. This Counterclaim on behalf of Defendant Travis Dilts is cumulative to the Counterclaim filed jointly on behalf of both defendants.

WHEREFORE, Defendant Travis Dilts prays that his Counterclaim be granted, and that he awarded actual damages, treble damages, attorney's fees, and costs.

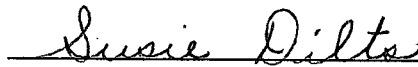
Respectfully submitted,

By: 

Eric E. Cummings, Esquire
Attorney for Defendants,
SUSIE DILTS AND TRAVIS DILTS

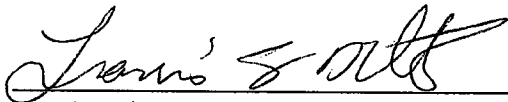
VERIFICATION

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


Susie Dilts
DATE: 11-7-07

VERIFICATION

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


Travis Dilts
DATE: 11-7-07

CERTIFICATE OF SERVICE

I certify that on this 9th day of November, 2007, a copy of the foregoing Answer,
New Matter and Counterclaim was served upon counsel for plaintiff by United States
First Class Mail at the following name and address:

A. Thomas Farrell, Esquire
LAW OFFICES OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

A handwritten signature in black ink, appearing to read "Eric E. Cummings", with a stylized flourish at the end.

Eric E. Cummings, Esquire

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

: **REPLY TO DEFENDANTS' NEW MATTER
: AND ANSWER TO COUNTERCLAIM**

: **A. THOMAS FARRELL, ESQUIRE**
: A. Thomas Farrell Law Offices
: 212 Frankstown Road
: Altoona, PA 16602
: (814) 942-1911
: ID No. 40391
: Counsel for Plaintiff

: Eric E. Cummings, Esquire
: 110 North Second Street
: PO Box 1320
: Clearfield, PA 16830

FILED NO
M/10:42/SH CC
DEC 11 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

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REPLY TO DEFENDANTS' NEW MATTER
AND ANSWER TO COUNTERCLAIM

AND NOW, comes the Plaintiff, **SOLARSHIELD, INC.**, who by and through its counsel, **A. THOMAS FARRELL, ESQUIRE**, files the following Reply to Defendants' New Matter and Answer to Counterclaim, and in support thereof sets forth as follows:

REPLY TO NEW MATTER

9.

Admitted.

10.

Admitted. By way of further answer, it was understood and agreed upon between the parties that the agreement was contingent upon the Defendants obtaining the necessary financing, notwithstanding the fact that the express document failed to include the contingency clause.

11.

Denied. The allegations set forth in Paragraph 11 of the Defendants' New Matter constitute a conclusion of law to which no responsive pleading is required; the agreement as written imposes liability upon the Defendants pursuant to the liquidated damages clause.

12.

Admitted.

13.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 13 of the Defendants' New Matter to the extent that the Defendant, Susie Dilts, was fully advised of the terms of the financing obtained in her behalf by the Plaintiff. By way of further answer, the allegations set forth in Paragraph 13 of the Defendants' New Matter constitutes a conclusion of law to which no responsive pleading is required.

14.

Admitted.

15.

Denied.

16.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 16 of the Defendants' New Matter to the extent that the Defendant, Travis Dilts, was either misled or misdirected or that he executed the agreement under false pretenses.

WHEREFORE, the Plaintiff, Solarshield, Inc. demands judgment against the Defendants in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents, with interest and cost of suit.

COUNTERCLAIM

The Plaintiff incorporates its answers to Paragraphs 9 through 16 in its Reply to Defendants' New Matter, as though the same were more fully set forth at length herein.

17.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 17 of the Defendants' Counterclaim, the Plaintiff had no reason to believe that the Defendants were intellectually limited or otherwise unable to understand the terms of the parties' agreement.

18.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 18 of the Defendants' Counterclaim. The Plaintiff has no reason to believe the Defendants were financially naive or that the agreement was inherently confusing and misleading.

19.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 19 of the Defendants' Counterclaim for the reasons set forth in Paragraph 9 of the Plaintiff's Reply to Defendants' New Matter.

20.

Denied. The Plaintiff explained and the Defendants understood that in the event the Defendants could not obtain financing for the project the project would be cancelled, deposit money refunded, and the Defendants would not be subject to the liquidated damages clause set forth in the agreement.

21.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 21 of the Defendants' Counterclaim; to the contrary, the Plaintiff secured financing on behalf of the Defendant, Susie Dilts, through two (2) lending institutions. Initially financing was obtained at the Defendant's request to consolidate her second mortgage with Equity One; subsequent thereto the Plaintiff obtained financing with Key Home Improvement at an interest rate approximately two and a half (2.5%) percent lower than the rate quoted by Equity One. A full disclosure was made to the Defendant, Susie Dilts, of the essential terms of the financing.

22.

Denied. The allegations set forth in Paragraph 22 of the Defendants' Counterclaim constitute a conclusion of law to which no responsive pleading is required.

24.

Denied. The allegations set forth in Paragraph 24 of the Defendants' Counterclaim constitute a conclusion of law to which no responsive pleading is required.

25.

Denied. The allegations set forth in Paragraph 25 of the Defendants' Counterclaim constitute a conclusion of law to which no responsive pleading is required.

WHEREFORE, the Plaintiff, Solarshield, Inc., respectfully requests that this Honorable Court enter judgment against the Defendants, Susie Dilts and Travis Dilts, in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents, with interest and costs of suit.

ANSWER TO COUNTERCLAIM OF TRAVIS DILTS

26.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 26 of the Defendant's Counterclaim that he was misled into signing the installment sales agreement, proof of same is demanded at trial.

27.

Denied. The Plaintiff specifically denies the allegations set forth in Paragraph 27 of the Defendant's Counterclaim that he was misled into signing the installment sales agreement, proof of same is demanded at trial.

28.

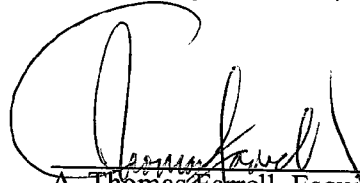
Denied. The allegations set forth in Paragraph 28 of the Defendant's Counterclaim constitute a conclusion of law to which no responsive pleading is required.

29.

Denied.

WHEREFORE, the Plaintiff, Solarshield, Inc., respectfully requests that this Honorable Court enter judgment against the Defendants, Susie Dilts and Travis Dilts, in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents, with interest and costs of suit.

Respectfully submitted,



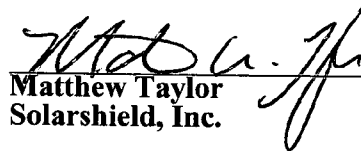
A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

VERIFICATION

I, Matthew Taylor, of Solarshield, Inc., hereby verify that the facts set forth in the Reply to Defendants' New Matter and Answer to Counterclaim are true and correct to the best of my knowledge, information and belief.

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

Date 12/07/07


Matthew Taylor
Solarshield, Inc.

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: DOCKET NO. 07-1676-CD

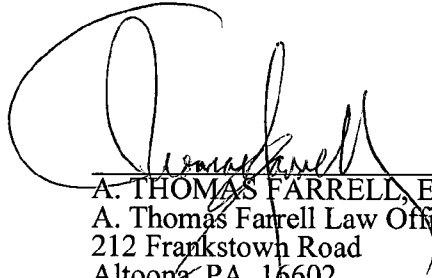
: CIVIL ACTION - LAW

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Reply to Defendants' New Matter and Answer to Counterclaim has been served upon Eric E. Cummings, Esquire, by regular U.S. Mail, postage paid, on the 7th day of December, 2007, to the following address:

Eric E. Cummings, Esquire
110 North Second Street
PO Box 1320
Clearfield, PA 16830


A. THOMAS FARRELL, ESQUIRE
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS,
Defendants

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

: DOCKET NO. 07~~9~~1676-CD

: CIVIL ACTION - LAW

: **PRAECIPE FOR DISCONTINUANCE**

: A. THOMAS FARRELL, ESQUIRE
: A. Thomas Farrell Law Offices
: 212 Frankstown Road
: Altoona, PA 16602
: (814) 942-1911
: ID No. 40391
: Counsel for Plaintiff

: Eric E. Cummings, Esquire
: 110 North Second Street
: PO Box 1320
: Clearfield, PA 16830
: Counsel for Defendants

FILED NO CC
M 10:43 AM
DEC 11 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

SOLARSHIELD, INC.,

Plaintiff

VS.

SUSIE DILTS and TRAVIS DILTS,

Defendants

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

: DOCKET NO. 0791676-CD

: CIVIL ACTION - LAW

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY: WILLIAM SHAW

In behalf of the Plaintiff above named, **SOLARSHIELD, INC.**, kindly discontinue the above-captioned action as to the Defendant, **TRAVIS DILTS**, only.

Date _____

December 7, 2007

A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Attorney for Plaintiff

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendants: SUSIE DILTS

Counsel of Record for
This Party:

Eric E. Cummings., Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

013:26301
DEC 27 2007

2cc
Atty Cummings

William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

I certify that on this 27th day of December, 2007, the undersigned served a copy of the Set I of Defendant's Interrogatories Directed to Plaintiff in the above captioned matter. Such document was served via United States First Class Mail upon the counsel for Plaintiff:

A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendants: SUSIE DILTS

Counsel of Record for
This Party:

Eric E. Cummings., Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 2cc
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Atty Cummings
(5)

William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

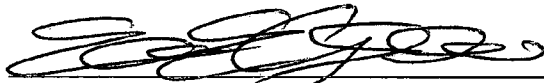
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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

I certify that on this 27th day of December, 2007, the undersigned served a copy of the Set I of Defendant's Request for Production of Documents Directed to Plaintiff in the above captioned matter. Such document was served via United States First Class Mail upon the counsel for Plaintiff:

A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103311
NO: 07-1676-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: SOLARSHIELD, INC.

vs.

DEFENDANT: SUSIE DILTS and TRAVIS DILTS

SHERIFF RETURN

NOW, October 19, 2007 AT 1:59 PM SERVED THE WITHIN COMPLAINT ON SUSIE DILTS DEFENDANT AT 3297 IRISHTOWN ROAD, GRAMPAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSIE DILTS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

FEB 08 2008

012:30/6

William A. Shaw

Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103311
NO: 07-1676-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: SOLARSHIELD, INC.

vs.

DEFENDANT: SUSIE DILTS and TRAVIS DILTS

SHERIFF RETURN

NOW, October 19, 2007 AT 1:59 PM SERVED THE WITHIN COMPLAINT ON TRAVIS DILTS DEFENDANT AT 3297 IRISHTOWN ROAD, GRAMPAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSIE DILTS, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103311
NO: 07-1676-CD
SERVICES 2
COMPLAINT

PLAINTIFF: SOLARSHIELD, INC.
vs.
DEFENDANT: SUSIE DILTS and TRAVIS DILTS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FARRELL	12042	20.00
SHERIFF HAWKINS	FARRELL	12042	36.05

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

SOLARSHIELD, INC.,

PLAINTIFF

vs.

SUSIE DILTS,

DEFENDANT

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

: No. 2007 GN 07-1676-CD

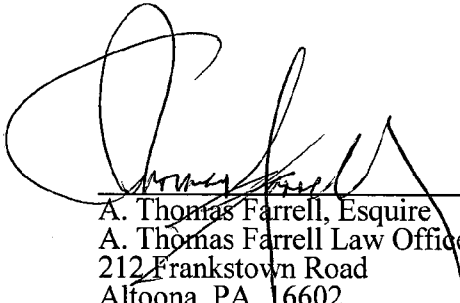
: CIVIL ACTION - LAW

NOTICE OF FILING OF ANSWERS TO INTERROGATORIES
AND TO REQUEST FOR PRODUCTION OF DOCUMENTS

TO: WILLIAM SHAW, PROTHONOTARY

You are hereby notified that on the 9th day of April, 2008, Plaintiff, **SOLARSHIELD, INC.**, filed Answers to Interrogatories and Answers to Request for Production of Documents on the Defendant by United States regular mail, postage prepaid, at the following address:

Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
PO Box 1320
Clearfield, PA 16830


A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

FILED

APR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
NOTICE OF FILING OF DEFENDANT'S
SET I REQUEST FOR ADMISSIONS AND
GENUINENESS OF DOCUMENTS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for
This Party:

Eric E. Cummings., Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 2 cc
013:25/61
APR 16 2008
Amy Cummings
William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**NOTICE OF FILING OF DEFENDANT'S SET I REQUEST FOR
ADMISSIONS AND GENUINENESS OF DOCUMENTS**

TO: WILLIAM A. SHAW, PROTHONOTARY

You are hereby notified that on 14th day of April, 2008, Defendant, Susie Dilts, filed Defendant's Set I Request for Admissions and Genuineness of Documents on Plaintiff by United States First Class Mail, postage pre-paid, at the following address:

A. Thomas Farrell, Esquire
LAW OFFICES OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602



Eric E. Cummings, Esquire
Attorney for Defendant; Susie Dilts

6A

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

MOTION FOR CONFORMATION
OF NON-RESPONSE TO
DEFENDANT'S REQUEST FOR
ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 3cc
013:45301 Atty
MAY 14 2008 Cummings
William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**MOTION FOR CONFIRMATION OF NON-RESPONSE TO DEFENDANT'S
REQUEST FOR ADMISSIONS**

COMES NOW, the Defendant, Susie Dilts, by and through legal counsel, Eric E. Cummings, Esquire, and files the within Motion for Confirmation of Non-Response to Defendant's Request for Admissions and in support thereof, Defendant shows as follows:

1) Plaintiff filed its Complaint in the above referenced matter on October 16, 2007 claiming entitlement to liquidated damages in the amount of Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89) Cents.

2) Defendant filed her Answer, New Matter and Counter-Claim on November 9, 2007.

3) Defendant filed Set I of her Request for Admissions on April 14, 2008 and properly served them upon Plaintiff. Attached hereto as Exhibit A is a true and correct copy of the Request for Admissions along with the attached Certificate of Service.

4) Plaintiff has failed to respond to Defendant's Request for Admissions within the thirty (30) day allowance period pursuant to Pa.R.C.P. 4014.

5) In fact, from the date of May 14, 2008, thirty-two (32) days has passed since Defendant's Request for Admissions were properly filed and served upon Plaintiff.

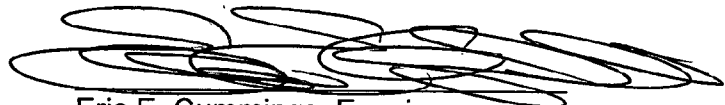
6) Plaintiff has failed to provide any information to Defendant related to a need for additional time or even the status of Plaintiff's willingness to complete the documents in the time allotted by Pa.R.C.P. 4014.

WHEREFORE, Defendant prays that this Honorable Court find that the thirty (30) day time period permitted for responses to Defendant's Request for Admissions has passed, as Plaintiff has failed to properly respond in the fashion determined and mandated by Pa.R.C.P. 4014.

Respectfully Submitted:

THE LAW OFFICES OF DWIGHT L.
KOERBER, JR.

By:

A handwritten signature in black ink, appearing to read 'Eric E. Cummings', is written over a horizontal line.

Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

EXHIBIT A

Attached hereto is a true and correct copy of Set I of Defendant's Request for Admissions and Certificate of Service.

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
NOTICE OF FILING OF DEFENDANT'S
SET I REQUEST FOR ADMISSIONS AND
GENUINENESS OF DOCUMENTS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for
This Party:

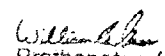
Eric E. Cummings., Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

APR 16 2008

Attest.


Prothonotary/
Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**NOTICE OF FILING OF DEFENDANT'S SET I REQUEST FOR
ADMISSIONS AND GENUINENESS OF DOCUMENTS**

TO: WILLIAM A. SHAW, PROTHONOTARY

You are hereby notified that on 14th day of April, 2008, Defendant, Susie Dilts, filed Defendant's Set I Request for Admissions and Genuineness of Documents on Plaintiff by United States First Class Mail, postage pre-paid, at the following address:

A. Thomas Farrell, Esquire
LAW OFFICES OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602



Eric E. Cummings, Esquire
Attorney for Defendant; Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
SET I OF DEFENDANT'S
REQUEST FOR ADMISSIONS AND
GENUINNESS OF DOCUMENTS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**SET I OF DEFENDANT'S REQUEST FOR
ADMISSIONS AND GENUINENESS OF DOCUMENTS**

TO: Solarshield, Inc.
c/o A. Thomas Farrell, Esquire
A Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA16602

PLEASE TAKE NOTICE THAT you are hereby required, pursuant to Rule 4005, 4006, and 4009 of the Pennsylvania Rules of Civil Procedure, Pa.R.C.P. 4005, 4006, 4009, 4014, to serve upon the undersigned, your answers in writing and under oath to the following request for admissions and genuineness of documents within thirty (30) days. If, between the time of your answers to said request for admissions and genuineness of documents and the time of trial of this case you or anyone acting on your behalf shall obtain or becomes aware of additional information which will affect your answers, you shall promptly furnish the same to the undersigned by supplemental answers. This request for admissions and genuineness of documents is addressed to you as a party and shall be based upon the information known to you, your attorneys, or your representatives. Failure to provide answers requested or make objections within the term specified may subject you to sanctions under Rule 4019 of the Pennsylvania Rules of Civil Procedure. Pursuant to Pa.R.C.P. No. 4014, Defendant, Susie Dilts, requests that Plaintiff provide a written response to the following requests within thirty (30) days of service hereof. These requests shall be read and interpreted in accordance with the following definitions and instructions:

DEFINITIONS AND INSTRUCTIONS

- A. "You, your and/or Plaintiff" means and includes Solarshield, Inc. and other persons acting, having acted or purporting to act on behalf of Solarshield, Inc.
- B. As used herein, the term "Defendant" refers to Susie Dilts, and the term "Plaintiff" refers to Solarshield, Inc.
- C. If you claim that the subject matter of a document or oral communication is privileged, set forth a brief statement of the subject of this document, or the substance of the oral communication called for above state each ground on which you claim that such document or oral communication is privileged related to the requested admission.
- D. Whenever the term "document" is used herein, it includes (whether or not specifically called for) all printed, typewritten, handwritten, graphic or recorded matter, however produced or reproduced and however formal or informal.
- E. If a document, more specifically addressed herein, is admitted to being "genuine", such admissions serves same purpose as would the responding party admitting that said document is admissible evidence in a trial in this proceeding.
- F. "Contract and/or Disputed Contract"—refers to the same document allegedly entered into on May 19, 2007 and attached to Plaintiff's Complaint as Exhibit A and referenced in Paragraph 3 of Plaintiff's Complaint. Said document is attached hereto as Exhibit A.
- G. "Means of Communication"—includes, but is no limited to, communication via face-to-face conversation, email, phone conversation, letter via United States mail services and/or letter via hand-delivery.
- H. "Notice of Cancellation and/or Cancellation"—refers to the same document signed by Defendant on July 26, 2007, attached to Plaintiff's Complaint as Exhibit B and referenced in Paragraph 14 of Plaintiff's Complaint. Said document is attached hereto as Exhibit B.
- I. "Liquidated Damages Clause"—refers to the same portion of the same document signed by Defendant on July 26, 2007, attached to Plaintiff's Complaint at Exhibit B and referenced in Paragraphs 6 and 7 of Plaintiff's Complaint which allegedly entitles Plaintiff to twenty (20%) percent of the contract price.

J. "Time Contingency"—refers to the time permissible for proper "cancellation" and which is referenced in Exhibit B of Plaintiff's Complaint permitting Defendant to only cancel properly until "MIDNIGHT OF: May 23, 2007."

K. "Means of Calculation and/or Calculating"—includes, but is not limited to, any and all methods, means, ideologies, theories, utilized accounting programs, and/or utilized accounting techniques.

L. "Actual Form"—refers to the physical appearance in content and order of items to be read and signed relating to the "Disputed Contract" along with any and all similar or dissimilar documents used in Plaintiff's conduction of business.

M. To object to a part of a request and refuse to respond to that part, state your objection and respond to the remaining portion of that request, per the Rules of Civil Procedure. If you object to the scope or time period of a request and refuse to respond for that scope or time period, state your objection in respond to the request for the scope or time period which you believe is appropriate.

N. If any of the requests can not be responded to in full after exercising due diligence to secure the information, please so state and respond to the extent possible, specifying your inability to respond to the remainder, and provide whatever information you have concerning the request. If your response is qualified in any particular, please set forth the details of such qualification.

O. If, in connection with the response to any request, you contend that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so "attorneys work-product doctrine", or any other privilege or doctrine, that specifies the general subject matter of the information on the basis to support each such objection, per the Pennsylvania Rules of Civil Procedure.

P. "Amounted to \$24,858.45" – represents the price to be paid to the Plaintiff for those services and materials mandated by the disputed contract, so long as there was no breach of contract, revocation, cancellation or any other contractual occurrence which would terminate said obligations. This amount does not include those things, actions or possible debts incurred in Plaintiff's everyday business taken into account by Plaintiff's alleged claim for 20% of the purchase price per Plaintiff's Notice of Cancellation.

Q. "Services to be rendered" – includes those services to be provided and materials to be used as itemized in the disputed contract, as provided as Exhibit A of Plaintiff's Complaint.

R. "Business of construction and home improvement" – includes any and all actions relating to the professional working of constructing, renovating, demolishing, landscaping a given geographical location in which said property may appreciate in financial worth and which the terms for said services are most normally in accordance with a contractual obligation.

S. "Employee" – includes any and all individuals acting within the scope of duties permitted by an employer, along with those same individuals acting pursuant to the authority of said employer. Further, the term employee is synonymous with the term agent for purposes of this Request for Admissions.

T. "Business of financing" – relates to those practices dealing in lending and/or financing opportunities which assist to maximize an individual or entities net worth by taking action through a lending institution or agency so as to receive financing.

U. "Terms of financing" – relates to those alleged terms Susie Dilts expressed to Plaintiff which allegedly were understood by all parties to be the crux of any agreement relating to services. In particular, those terms were that no contract would be binding on any party if Susie Dilts was not able to receive financing which would: 1) pay the total balance due on her second mortgage to Equity One of Altoona; and 2) pay for total balance which would be due from her for services to be rendered by Plaintiff.

V. "Goods" – includes all those items and/or materials classified as such pursuant to the Pennsylvania Uniform Commercial Code and particularly described as those materials to be used by the Plaintiff so as to complete any and all tasks per the terms of the disputed contract.

W. "Material" – A term which either party believes, in his, her or its opinion, pursuant to Pa.R.C.P. 4014, to be a term which is necessary for the contract to exist.

X. "Business savvy" – includes a state of mind or describes an understanding in relation to others who may deal in a particular business specifically or deal in any business generally and which includes dealing with the public, through any means of communication, for profit.

Y. "Business owner" – includes any individual who may deal in a particular business specifically or deal in any business generally and which includes dealing with the public, through any means of communication, for profit.

Z. "Capitalized" – includes those same meanings as commonly known in most word processing programs.

AA. "Set apart" – meaning that a party believes, in his, her or its opinion, pursuant to Pa.R.C.P. 4014, that such language is identifiable and distinguishable visually from all other paragraphs surrounding it.

BB. "Bold Lettering" – includes those same meanings as commonly known in most word processing programs.

CC. "Underlined" – includes those same meanings as commonly known in most word processing programs.

DD. "Conspicuous" – meaning that a party believes, in his, her or its opinion, pursuant to Pa.R.C.P. 4014, that such language is identifiable and distinguishable visually from all other language surrounding it.

This request is deemed to be continuing insofar as if any of the requested documents and/or items are secured subsequent to the date herein for the production of same, said documents and/or items are to be provided to plaintiff/defendant's counsel within thirty (30) days of the receipt of same.

1. Please admit that the document attached to Plaintiff's Complaint as Exhibit A is a genuine, true and correct copy of the disputed contract.

ANSWER:

2. In relation to the above mentioned, please admit that said document is dated May 19, 2007.

ANSWER:

3. Please admit that said document is broken into three (3) specific portions, specifically: "Terms of the Agreement"; "Notice of Cancellation"; and "Acceptance of Contract".

ANSWER:

4. Other than the Defendant's signature, please admit that all handwriting on or within the disputed contract, mentioned above, is the handwriting of Plaintiff or Plaintiff's employee.

ANSWER:

5. Please admit, in relation to the disputed contract, that the Notice of Cancellation is dated May 23, 2007.

ANSWER:

6. Please admit that the Defendant/Purchaser's signature is not present on the Notice of Cancellation, in or on the disputed contract.

ANSWER:

7. Please admit that in relation to the disputed contract, the date of acceptance is not present in that portion titled "Acceptance of Contract".

ANSWER:

8. In relation to Exhibit B of Plaintiff's Complaint, please admit that this is a genuine, true and correct copy of the Notice of Cancellation dated July 26, 2007.

ANSWER:

9. In relation to the Notice of Cancellation included in both Plaintiff's Exhibits A and B, please admit that there is a liquidated damages clause.

ANSWER:

10. In relation to Exhibits A and B of Plaintiff's Complaint, please admit that in the Notice of Cancellation there is a clause which Plaintiff believes entitles it to 20% of the disputed contract price.

ANSWER:

11. In relation to Plaintiff's Exhibits A and B, particularly that portion which is called Notice of Cancellation, please admit that Plaintiff would not have been entitled to claim damages had Defendant cancelled any alleged transaction prior to midnight of May 23, 2007.

ANSWER:

12. In relation to the services to be rendered, please admit that Plaintiff and/or Plaintiff's agent was (were) to provide only that labor and utilize those materials itemized in the disputed contract, the same which is attached to Plaintiff's Complaint as Exhibit A.

ANSWER:

13. In relation to the disputed contract, please admit that Defendant paid \$251.00 to Plaintiff and/or Plaintiff's agent as a down payment for those services to be rendered by Plaintiff.

ANSWER:

14. In relation to the disputed contract, please admit that Plaintiff's proposed contract price, exclusively relating to labor and material, amounted to \$24,858.45.

ANSWER:

15. Please admit, in relation to the disputed contract, that Plaintiff and/or Plaintiff's agent did not, at any time, begin to exercise that labor allegedly contracted for.

ANSWER:

16. Please admit, in relation to the disputed contract, that, at no time, did Plaintiff and/or Plaintiff's agent utilize for the purpose of construction and/or the labor to be rendered per the disputed contract, any structure allegedly bargained for.

ANSWER:

17. Please admit that Plaintiff is in the business of construction and home improvement.

ANSWER:

18. Please admit that, to the best of Plaintiff's knowledge, Defendant is not in the business of construction and home improvement.

ANSWER:

19. Please admit that Mr. Matthew Taylor was an employee of Plaintiff on May 19, 2007.

ANSWER:

20. Please admit that Mr. Matthew Taylor was an employee of Plaintiff prior to May 19, 2007.

ANSWER:

21. Please admit that Mr. Matthew Taylor spoke with Defendant at least three times about a potential contract between Plaintiff and Defendant.

ANSWER:

22. Please admit that Mr. Mathew Taylor, as an employee, acted on behalf of Plaintiff in negotiating the terms of the disputed contract.

ANSWER:

23. Please admit that Mr. Matthew Taylor is not in the business of financing.

ANSWER:

24. Please admit that Plaintiff is not in the business of financing.

ANSWER:

23. In relation to the terms of financing, please admit that Defendant had spoken to Plaintiff and/or Plaintiff's employee about her financing need generally.

ANSWER:

24. In relation to the terms of financing, please admit that Defendant had spoken to Plaintiff and/or Plaintiff's employee about her financing need with particularity.

ANSWER:

25. In relation to Defendant possibly needing financing to pay Plaintiff for services rendered, please admit that Plaintiff and/or Plaintiff's employee were of the opinion that financing was necessary.

ANSWER:

26. Please admit that Plaintiff is and was of the opinion that it would not have entered into the disputed contract with Defendant had Defendant informed Plaintiff it did not have the financial ability to pay for services to be rendered in relation to the disputed contract.

ANSWER:

27. Please admit that Plaintiff is and was of the opinion that it would not have entered into the disputed contract with Defendant had Defendant informed Plaintiff it did not have the financial ability to pay for services to be rendered in relation to the disputed contract and additionally that Defendant was not going to seek financing assistance.

ANSWER:

28. Please admit that Plaintiff and/or Plaintiff's employee instructed Defendant to attempt to refinance, per the terms of financing, with Equity One of Altoona.

ANSWER:

29. Please admit that Plaintiff itself and/or an agent of Plaintiff was aware of Defendant's financing needs.

ANSWER:

30. Please admit that Plaintiff itself and/or an agent of Plaintiff was aware of Defendant's financing requirements.

ANSWER:

31. Please admit that Plaintiff itself and/or an agent of Plaintiff understood Defendant's financing needs.

ANSWER:

32. Please admit that Plaintiff itself and/or an agent of Plaintiff understood Defendant's financing requirements.

ANSWER:

33. For purposes of the disputed contract and all negotiations between the parties, please admit that any potential interest rate was not disclosed by Plaintiff and/or Plaintiff's agent any means of communication.

ANSWER:

34. For purposes of the disputed contract and all negotiations between the parties, please admit that any potential amortization was not disclosed by Plaintiff and/or Plaintiff's agent by any means of communication.

ANSWER:

35. For purposes of the disputed contract and all negotiations between the parties, please admit that any potential reimbursement was not disclosed by Plaintiff and/or Plaintiff's agent by any means of communication.

ANSWER:

36. For purposes of the disputed contract and all negotiations between the parties, please admit that full and complete disclosure of all pertinent financial conditions were not disclosed by Plaintiff and/or Plaintiff's agent by any means of communication.

ANSWER:

37. Please admit that the disputed contract, attached to Plaintiff's Complaint as Exhibit A, does not include any terms of financing.

ANSWER:

38. Please admit that the disputed contract, attached to Plaintiff's Complaint as Exhibit A, does not include any terms of financing upon which the disputed contract was conditioned upon.

ANSWER:

39. Please admit that the disputed contract was conditioned upon the fulfillment of the terms of financing.

ANSWER:

40. In relation to negotiations leading up to the disputed contract, please admit that Plaintiff permitted its employees and/or agents to discuss terms of financing with defendant.

ANSWER:

41. In relation to negotiations leading up to the disputed contract, please admit that Plaintiff and/or its employee(s) discussed the terms of financing with the Defendant.

ANSWER:

42. In relation to negotiations leading up to the disputed contract, please admit that Plaintiff and/or its employee(s) attempted to assist Defendant in satisfying the terms of financing.

ANSWER:

43. In relation to the Notice of Cancellation, please admit that May 19, 2007, was in fact Saturday, May 19, 2007.

ANSWER:

44. In relation to the Notice of Cancellation, please admit that May 23, 2007, was in fact Wednesday, May 23, 2007.

ANSWER:

45. For purposes in relation to the Notice of Cancellation, please admit that Defendant had four (4) days maximum to properly cancel any proposed transaction.

ANSWER:

46. In relation to the Notice of Cancellation, please admit that Plaintiff and Plaintiff's agent understood that Defendant had four (4) days maximum to properly cancel any proposed transaction.

ANSWER:

47. In relation to the disputed contract, please admit that Plaintiff and/or Plaintiff's agent had not ordered/purchased goods per the terms of the disputed contract by May 23, 2007.

ANSWER:

48. In relation to the disputed contract, please admit that Plaintiff and/or Plaintiff's agent had not contacted any third party for the purpose of ordering/purchasing goods, particularly for and per the terms of the disputed contract by May 23, 2007.

ANSWER:

49. Please admit that, to the best of Plaintiff's knowledge, Defendant subsequently had similar services rendered and labor completed by a third party not involved in Plaintiff/Defendant negotiations which the Plaintiff would have been obligated to fulfill had this dispute not arisen.

ANSWER:

50. In relation to those services rendered by a third party, please admit that to the best of Plaintiff's knowledge, such services were rendered only because those financing requirements of Defendant were met by said third party.

ANSWER:

51. In relation to those particular financing requirements, please admit that any entry into the disputed contract that said financing requirements were a condition precedent to the entry of said disputed contract.

ANSWER:

52. In relation to particular financing requirements, please admit that said financing requirements were a material terms to the disputed contract.

ANSWER:

53. Please admit that Plaintiff and/or Plaintiff's agent understood that the Defendant was not business savvy.

ANSWER:

54. Please admit that Plaintiff and/or Plaintiff's agent at no time believed Defendant to be a business owner.

ANSWER:

55. Please admit that Plaintiff and/or Plaintiff's agent at no time believed Defendant to deal in the business of construction and home improvement.

ANSWER:

56. Please admit that Plaintiff and/or Plaintiff's agent had attempted to contact Defendant over the phone subsequent to the date of the disputed contract.

ANSWER:

57. Please admit that Plaintiff and/or Plaintiff's agent had attempted to contact Defendant by email subsequent to the date of the disputed contract.

ANSWER:

58. Please admit that Plaintiff and/or Plaintiff's agent had attempted to contact Defendant via U.S. Postal Service subsequent to the date of the disputed contract.

ANSWER:

59. Please admit that, to the best of Plaintiff's and/or Plaintiff's agent(s) knowledge, Plaintiff and/or Plaintiff's agent(s) did not fulfill financing for Defendant prior to May 23, 2007.

60. Please admit that Plaintiff and/or Plaintiff's agent knew Defendant's financing requirements were not fulfilled prior to May 23, 2007.

ANSWER:

61. In relation to the clause purportedly entitling Plaintiff to 20% of the contract price, please admit that in relation to the disputed contract, Plaintiff incurred no damages relating to advertising.

ANSWER:

62. In relation to the clause purportedly entitling Plaintiff to 20% of the contract price, please admit that in relation to the "disputed contract", Plaintiff incurred no damages relating to third party commissions.

ANSWER:

63. In relation to that language purportedly entitling Plaintiff to 20% of the purchase price, please admit that the:

A. said language is not capitalized;

ANSWER:

B. said language is not in bold lettering;

ANSWER:

C. said language is not underlined;

ANSWER:

D. said language is not set apart from the rest of the Notice of Cancellation;

ANSWER:

E. said language is not conspicuous; and

ANSWER:

F. said language is not in the same font as the same language in the preceding sentence.

ANSWER:

64. In relation to the Notice of Cancellation, please admit that Plaintiff can provide no evidence for calculating its request for 20% of the disputed contract price as damages.

ANSWER:

65. In relation to the Notice of Cancellation, please admit that said clause allegedly entitling Plaintiff to 20% of the disputed contract price as damages is used in the Plaintiff's business for most and/or all transactions.

ANSWER:

66. In relation to the Notice of Cancellation, please admit that Plaintiff would not have altered the date of May 23, 2007 at Mid-Night if such a request would have been made by Defendant.

ANSWER:

67. In relation to the Notice of Cancellation and a possible alteration by Plaintiff of said date and time of May 23, 2007 at Mid-Night, please admit that Plaintiff made no offer to Plaintiff to make such an alteration.

ANSWER:

68. In relation to the Notice of Cancellation, please admit that Plaintiff offer an alteration relating to said date and time of May 23, 2007 at Mid-Night even though Plaintiff and/or its agent(s) were aware of Defendant's financing requirements.

ANSWER:

69. In relation to the Notice of Cancellation, please admit that Plaintiff offer an alteration relating to said date and time of May 23, 2007 at Mid-Night even though Plaintiff and/or its agent(s) were aware that Defendant had four (4) days maximum to cancel the disputed contract.

ANSWER:

Respectfully submitted,

The Law Offices of Dwight L. Koerber, Jr.

by: 

Eric E. Cummings, Esquire

Attorney for Defendant: Susie Dilts

EXHIBIT A

Attached hereto is a true and correct copy of the document allegedly entered into on May 19, 2007 and attached to Plaintiff's Complaint as Exhibit A and referenced in Paragraph 3 of Plaintiff's Complaint.



**Sunrooms
Windows
Doors**

SOLARSHIELD, INC.
We Give Homes a Whole New Life...
That's the Beauty of Solarshield
Executive Office and Showroom
1701 Third Avenue
ALTOONA, PENNSYLVANIA 16602
(814) 844-7878 • Toll Free 1-800-862-2000
http://www.solarshieldinc.com

**Gutters &
Gutter Protection
Jacuzzi Hot Tubs
& More**

PROPOSAL SUBMITTED TO Susan & Francis Dilts PHONE 514-592-7606 DATE 5/19/07

STREET 3297 Inshelwood Rd JOB NAME SAME

CITY, STATE AND ZIP CODE Granville Pa 16658 JOB LOCATION

REPRESENTATIVE MATT TAYLOR DATE OF PLANS

We hereby submit specifications and estimates for:

Solarshield to provide the following labor and materials as follows:

1. Moisture and Mold Resistant Total Basement Solutions Wall Panels
Type ☒ Vinyl Finish ☐ Paintable/Wallpaper/FiberRock

Linear Feet of Perimeter Walls 42 Close(s) ☒ Yes ☐ No

Linear Feet of Partition Walls 21 How Many

Linear Feet of Non-Insulated Walls 21 Size(s) 8

2. Trim
Baseboard and Casement Trim Color ☐ White ☒ Mid-Tone Oak
All Cove Ceiling Molding: White Only

3. Doors
Interior Doors (Painted) Panel Swoosh Hinged 3 Exterior Steel Doors
Bi-Fold Doors Mixed Bi-Fold Doors

4. Electric and Lighting Installation
Electric run to existing box ☒ Yes ☐ No
All electric receptacle and wall switches will be installed in compliance with code requirements
Lighting QTY 5 3-Way QTY 3 4-Way QTY 1 Recessed Lights
5' Electric Baseboard Heating with Thermostat ☒ Yes ☐ No QTY

5. Suspended Ceiling
Size: 2x2 2x2 3D 2x4

6. Exterior Egress System
Is there a need for an Egress System ☒ Yes ☐ No
With ☐ 30" Steel Door or ☐ 48" x 48" Strong Window

7. Miscellaneous
Install Stair Rail ☒ Yes ☐ No Paint Oak Linear Feet
Box out 2x4 ☒ Yes ☐ No 2x4 Post/Pole Surrounds ☒ Yes ☐ No QTY
Beam

8. If there is no sufficient room in existing breaker box to accommodate an additional 50 amp breaker a sub panel will be required at additional cost of \$750.00 N/A

*** CUSTOMER REWARD ADD 13' EXT WORK**
2 BI-FOLD DOORS

SOLARSHIELD RESERVES THE RIGHT TO CANCEL THIS ORDER IF FORMAN DECIDES
THE JOB AS SOLD WILL NOT AFFORD PROPER INSTALLATION!
NO OTHER DISCOUNTS APPLY
TOWNSHIP FOR PERMIT Permit

Reasonable, Reliable, Responsible... Guaranteed

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Balance to be checked as follows 240/115 dollars (\$ 25,109.45)
Payments to be made as follows:
251.00 DP
\$ 24,858.45

All material is guaranteed to be consistent with any factory warranty. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be charged only upon written orders, and will become an extra charge over and above the contract. All agreements contingent upon local, state, or federal laws or delays beyond our control. Owner to carry fire, marine and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
We are not responsible for pre-existing conditions and make NO WARRANTY WHATSOEVER REGARDING CONDENSATION. ALL WARRANTIES ARE VOID UNLESS INDICES DUE TO US ARE PAID IN FULL OR IF UNAUTHORIZED SERVICE OR ADJUSTMENTS HAVE BEEN MADE.
A late payment charge of 1.50% per month will be levied on all invoices not paid upon completion.

Authorized Signature Matt Taylor
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Notice of Cancellation

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: SOLARSHIELD, INC., 1701 THIRD AVENUE, ALTOONA, PA 16602, NOT LATER THAN MIDNIGHT OF: 5/23/07
In the event the purchaser revokes acceptance of this Contract after the Notice of Cancellation date, set forth above, Solarshield, Inc., is entitled to twenty (20%) percent of the Contract price as liquidated damages. Liquidated damages represent certain costs and losses sustained by Solarshield, Inc. including, but not limited to, advertising costs, commissions, and is intended to be fair allocation and not as a penalty against Purchaser. Solarshield, Inc. and Purchaser further acknowledge and agree that such liquidated damages shall be the sole and only recovery to which Solarshield, Inc. will be entitled and in no event will Purchaser be liable to Solarshield, Inc., for consequential or special damages.

I HEREBY CANCEL THIS TRANSACTION:

Dated:

Buyer's Signature:

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature Susan C Dilts

Signature Francis S Dilts

EXHIBIT B

Attached hereto is a true and correct copy of that document signed by Defendant on July 26, 2007, attached to Plaintiff's Complaint as Exhibit B and referenced in Paragraph 14 of Plaintiff's Complaint.

Notice of Cancellation

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: SOLARSHIELD, INC., 1701 THIRD AVENUE, ALTOONA, PA 16602, NOT LATER THAN MIDNIGHT OF: 5/23/07. In the event the purchaser revokes acceptance of this Contract after the Notice of Cancellation date, set forth above, Solarshield, Inc., is entitled to twenty (20%) percent of the Contract price as liquidated damages. Liquidated damages represent certain costs and losses sustained by Solarshield, Inc. including, but not limited to, advertising costs, commissions, and is intended to be fair allocation and not as a penalty against Purchaser. Solarshield, Inc. and Purchaser further acknowledge and agree that such liquidated damages shall be the sole and only recovery to which Solarshield, Inc. will be entitled and in no event will Purchaser be liable to Solarshield, Inc., for consequential or special damages.

I HEREBY CANCEL THIS TRANSACTION.

Dated: 7-26-2007

Buyer's Signature: Susan C Dilla

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Susan C Dilla

Signature James S Dilla

Date of Acceptance: _____

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

I certify that on this 14th day of May 2008, the undersigned served a certified copy of the Motion for Confirmation of Non-Response to Defendant's Request for Admissions in the above captioned matter. Such document was served via United States First Class Mail upon the following:

A. Thomas Farrell, Esquire
LAW OFFICES OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

By:



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

PRAECIPE TO AMEND MOTION
FOR CONFORMATION OF NON-
RESPONSE TO DEFENDANT'S
REQUEST FOR ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

of 3:30 PM
MAY 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

4 cc
Atty Cummings

(6K)

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

PRAECIPE TO AMEND

Please amend the filed Motion for Confirmation of Non-Response to Defendant's Request for Admissions by supplementing/exchanging the text of the old motion with the text of the new motion (keeping all prior attachments and certificate) which is attached hereto.

Respectfully Submitted:



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

MOTION FOR CONFORMATION
OF NON-RESPONSE TO
DEFENDANT'S REQUEST FOR
ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**MOTION FOR CONFIRMATION OF NON-RESPONSE TO DEFENDANT'S
REQUEST FOR ADMISSIONS**

COMES NOW, the Defendant, Susie Dilts, by and through legal counsel,
Eric E. Cummings, Esquire, and files the within Motion for Confirmation of Non-
Response to Defendant's Request for Admissions and in support thereof,
Defendant shows as follows:

- 1) Plaintiff filed its Complaint in the above referenced matter on
October 16, 2007 claiming entitlement to liquidated damages in the amount of
Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89)
Cents.
- 2) Defendant filed her Answer, New Matter and Counter-Claim on
November 9, 2007.
- 3) Defendant filed Set I of her Request for Admissions on April 14,
2008 and properly served them upon Plaintiff. Attached hereto as Exhibit A is a

true and correct copy of the Request for Admissions along with the attached Certificate of Service.

4) Plaintiff has failed to respond to Defendant's Request for Admissions within the thirty (30) day allowance period pursuant to Pa.R.C.P. 4014.

5) From the date of May 15, 2008, thirty-one (31) days has passed since Defendant's Request for Admissions were properly filed and served upon Plaintiff.

6) Plaintiff has failed to provide any information to Defendant related to a need for additional time or even the status of Plaintiff's willingness to complete the documents in the time allotted by Pa.R.C.P. 4014.

WHEREFORE, Defendant prays that this Honorable Court find that the thirty (30) day time period permitted for responses to Defendant's Request for Admissions has passed, as Plaintiff has failed to properly respond in the fashion determined and mandated by Pa.R.C.P. 4014.

Respectfully Submitted:

THE LAW OFFICES OF DWIGHT L.
KOERBER, JR.

By:

A handwritten signature in black ink, appearing to read "Eric E. Cummings", written over a horizontal line.

Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

CA

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

FILED ^{CLD}

MAY 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

cc TO
ATTY

RULE

AND NOW, this 16 day of May, 2008 upon
consideration of the attached Motion to Confirm Non-Response to Defendant's
Request for Admissions, it is hereby ORDERED AND DECREED that Argument
on said Motion be scheduled to take place thereon the 9th day of
July, 2008, at 11:30 A.M., in the Clearfield County Courthouse,
Courtroom No. 1.

BY THE COURT:


Judge

FILED
MAY 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5-6-08
A You are responsible for serving all appropriate parties
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) _____
Defendant(s) _____
Defendant(s) Attorney _____
Plaintiff(s) Attorney _____
Other _____
Special Instructions: _____

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

ORDER

AND NOW, this _____ day of _____, 2008 upon
consideration of the attached Motion to Confirm Non-Response to Defendant's
Request for Admissions, it is hereby ORDERED AND DECREED that
Defendant's Motion to Confirm Non-Response to Defendant's Request for
Admissions be GRANTED and that Plaintiff be found to have not responded to
Set I of Defendant's Request for Admissions within the thirty (30) day time period
permitted pursuant to Pa.R.C.P. 4014.

BY THE COURT:

Judge

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for
This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 2cc
0134367
MAY 23 2008
Atty Cummings
(m)
William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant


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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

This is to certify that on the 19th day of May, 2008,
the undersigned served a certified copy of the Rule scheduling a
hearing on the Defendant's Amended Motion for Confirmation of
Non-Response to Defendant's Request for Admissions in the above-
captioned matter. Such document was served via United States
First Class Mail upon the following:

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602


Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for
This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 2cc
0/3:43/41
MAY 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

This is to certify that on the 15th day of May, 2008,
the undersigned served a certified copy of the Rule scheduling a
hearing on the Praecipe to Amend Motion for Confirmation of Non-
Response to Defendant's Request for Admissions in the above-
captioned matter. Such document was served via United States
First Class Mail upon the following:

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602


Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

SOLARSHIELD, INC.,

Plaintiff

vs.

SUSIE DILTS,

Defendant

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

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

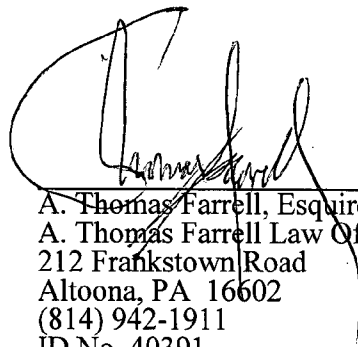
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**NOTICE OF FILING OF ANSWERS TO SET I OF DEFENDANT'S REQUEST FOR
ADMISSION AND GENUINENESS OF DOCUMENTS**

TO: WILLIAM SHAW, PROTHONOTARY

You are hereby notified that on the 26th day of June, 2008, A. Thomas Farrell, Esquire, counsel for the Plaintiff, Solarshield, Inc., served Answers to Set I of Defendant's Request for Admission and Genuineness of Documents on Eric E. Cummings, Esquire, counsel for the Defendant, Susie Dilts, by United States regular mail, postage prepaid to the following address:

Eric E. Cummings, Esquire
The Law Offices of Dwight L. Koerber, Jr.
110 N. 2nd Street
PO Box 1320
Clearfield, PA 16830


A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

FILED *NO CC*
m) 10:55 AM
JUN 10 2008 *GD*

William A. Shaw
Prothonotary/Clerk of Courts

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS,
Defendant

CA
: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY,
: PENNSYLVANIA

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

: **MOTION TO WITHDRAW ADMISSIONS**

: FILED ON BEHALF OF PLAINTIFF:
: **SOLARSHIELD, INC.**

: **A. THOMAS FARRELL, ESQUIRE**
: A. Thomas Farrell Law Offices
: 212 Frankstown Road
: Altoona, PA 16602
: (814) 942-1911
: ID No. 40391
: Counsel for Plaintiff

: Eric E. Cummings, Esquire
: 110 N. 2nd Street
: PO Box 1320
: Clearfield, PA 16830
: Counsel for Defendant

FILED ^{icc}

3/11/04/201
JUN 10 2008

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

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS,
Defendant

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

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

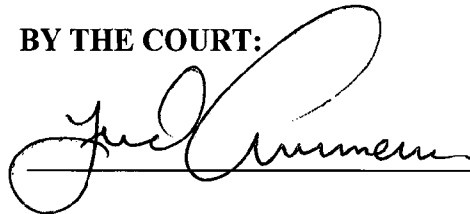
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RULE TO SHOW CAUSE

AND NOW, this 11 day of June, 2008, upon consideration of the within Petition to Withdraw Admissions, a rule is granted upon the Defendant, Susie Dilts, to show cause why the relief requested should not be granted.

Rule returnable July 9, 2008, at 11:30 A.m. in Room 1, at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



J.

FILED ^{icc}

01024/01
JUN 12 2008

Atty Farrell
@

William A. Shaw
Prothonotary/Clerk of Courts

DATE 6/6/08

☒ 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:

FILED
JUN 12 2008
William A. Shaw
Prothonotary/Clerk of Courts

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: DOCKET NO. 07-1676-CD
:
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: CIVIL ACTION - LAW

.....

ORDER

AND NOW, this _____ day of _____, 2008, upon review
of the within Motion and upon presentation of counsel,

IT IS HEREBY ORDERED, DIRECTED AND DECREED that the Plaintiff,
SOLARSHIELD, INC., is hereby permitted to withdraw its Admissions as the Defendant, having
received the Request for Admissions and Genuineness, will not be prejudiced thereby.

BY THE COURT:

J.

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: DOCKET NO. 07-1676-CD
:
:
: CIVIL ACTION - LAW

.....

MOTION TO WITHDRAW ADMISSIONS

AND NOW, comes the Plaintiff, **SOLARSHIELD, INC.**, who by and through its counsel, **A. THOMAS FARRELL, ESQUIRE**, files this Motion to Withdraw Admissions pursuant to Pennsylvania Rule of Civil Procedure 4014(d) and in support thereof sets forth as follows:

1.

The Plaintiff, Solarshield, Inc., filed a Complaint in the above-captioned matter to obtain payment for a contract entered into between the Plaintiff and the Defendant for the premises located at 3297 Irishtown Road, Grampian, Clearfield County, Pennsylvania 16838.

2.

That on or about April 14, 2008, the Defendant served on the Plaintiff Request for Admissions and Genuineness of Documents which the Plaintiff failed to answer within the thirty (30) day time frame set forth in Pennsylvania Rule of Civil Procedure 4014(a).

3.

That subsequent thereto a Motion for Confirmation of Non-Response to Defendant's Request for Admissions was filed by the Defendant on May 14, 2008, prior to the expiration of the thirty (30) day time frame provided under Rule of Civil Procedure.

4.

That the Plaintiff on June 6, 2008, filed their Answers to the Request for Admissions and Genuineness of Documents. A true and correct copy of the Notice of Service is attached hereto and incorporated herein as Plaintiff's Exhibit "A."

5.

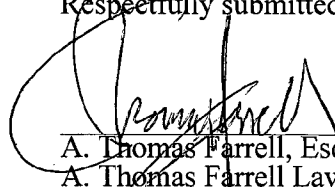
That Pennsylvania Rule of Civil Procedure 4014(d) provides that the Court may permit withdrawal of the Admissions where the presentation of the merits of the case would be subserved thereby and no prejudice would result to the Defendant who obtained the Admissions.

6.

That the Plaintiff provided to the Defendant all requested discovery and therefore believes and avers that upon the filing of the Request for Admissions no prejudice would result to the Plaintiff should the Court grant this Motion for Withdrawal of Admissions.

WHEREFORE, the Plaintiff respectfully request this Honorable Court to permit the withdrawal of Admissions pursuant to Pennsylvania Rule of Civil Procedure 4014(d), for the reasons set forth above.

Respectfully submitted,



A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS,
Defendant

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

: DOCKET NO. 07-1676-CD

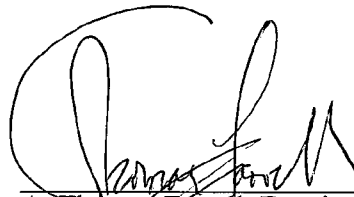
: CIVIL ACTION - LAW

.....

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Withdraw Admissions has been served upon Eric E. Cummings, Esquire, by regular U.S. Mail, postage paid, on the 6th day of June, 2008, to the following address:

Eric E. Cummings, Esquire
110 N. 2nd Street
PO Box 1320
Clearfield, PA 16830



A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

EXHIBIT “A”

SOLARSHIELD, INC.,

Plaintiff

vs.

SUSIE DILTS,

Defendant

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

: DOCKET NO. 07-1676-CD

: CIVIL ACTION - LAW

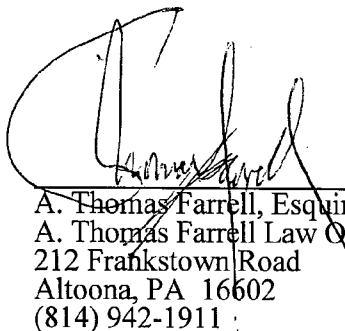
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**NOTICE OF FILING OF ANSWERS TO SET I OF DEFENDANT'S REQUEST FOR
ADMISSION AND GENUINENESS OF DOCUMENTS**

TO: WILLIAM SHAW, PROTHONOTARY

You are hereby notified that on the 20th day of June,
2008, A. Thomas Farrell, Esquire, counsel for the Plaintiff, Solarshield, Inc., served Answers to Set
I of Defendant's Request for Admission and Genuineness of Documents on Eric E. Cummings,
Esquire, counsel for the Defendant, Susie Dilts, by United States regular mail, postage prepaid to the
following address:

Eric E. Cummings, Esquire
The Law Offices of Dwight L. Koerber, Jr.
110 N. 2nd Street
PO Box 1320
Clearfield, PA 16830



A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

Type of Motion:
DEFENDANT'S REPLY TO
PLAINTIFFS' REQUEST TO
WITHDRAW ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 4CC
01329/201
JUL 07 2008 Atty Cummings
(OK)

William A. Shaw
Prothonotary/Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**DEFENDANT'S REPLY TO PLAINTIFF'S
MOTION TO WITHDRAW ADMISSIONS**

COMES NOW, Defendant, Susie Dilts, who by and through her legal counsel, The Law Offices of Dwight L. Koerber, Jr., files the within Reply to Plaintiff's Motion to Withdraw Admissions. In support thereof, Defendant sets forth as follows:

1) Admitted in part. Denied in part. It is admitted that Plaintiff filed a Complaint in the above-captioned matter. However, it is denied that Plaintiff and Defendant entered into a binding contract with relation to 3297 Irishtown Road, Grampian, Clearfield County, Pennsylvania, 16838.

2) Admitted. Pointedly, Plaintiff failed to answer Defendant's Request for Admissions for fifty-two (52) days (from April 14, 2008 until June 6, 2008), thereby Admitting all requests. During this fifty-two (52) day time period, Defendant received no correspondence via email, United States Postal Service, fax or telephone, requesting any extension of time or any justification for the sizeable delay.

3) Admitted in part. Denied in part. The statement is admitted insofar as Defendant filed a Motion for Confirmation of Non-Response to Defendant's Request for Admissions on the thirtieth (30th) day of the Pa.R.C.P. 1014 deadline. However, Plaintiff fails to acknowledge that Defendant, the very next day, filed and served Defendant's Praecipe to Amend Motion for Confirmation of Non-Response to Defendant's Request for Admissions, thereby remediating the original Motion's defect. True and correct copies of these documents are attached hereto and incorporated herein as Defendant's Exhibit A.

4) Admitted.

5) Admitted in part. Denied in part. It is admitted that this statement of law is true and correct, however it is denied that this case would be subserved and that no prejudice would result from a withdrawal of Plaintiff's Admissions. To the contrary, Defendant has endured emails, phone calls and letters from Plaintiff throughout the pendency of this litigation against Defendant's wishes. It would seem sensible to expect Defendant's Requests be responded to with this same urgency, which is mandated by the Rules of Civil Procedure and which has also been conveyed by the actions of Plaintiff. This expectation is also reasonable as Plaintiff, through the time of December 27, 2007 through April 9, 2008, did not hesitate to request additional time as it related to Defendant's Requests for Production of Documents and Interrogatories. In fact, all requests by Plaintiff were responded to and additional time was granted by Defendant. Attached hereto as Exhibit B are copies of the correspondence between Plaintiff and Defendant in which the Plaintiff showed a tendency to make requests of extensions when

warranted and Defendant exhibited an understanding that requests would in fact be communicated and granted if warranted. In relation to Plaintiff's fifty-two (52) day tardiness, no request was communicated and no reason was provided.

6) Denied. The Pennsylvania Rules of Civil Procedure §4014(b) provide that a matter is admitted unless within thirty (30) days after service of the Request, the party to whom the Request is directed serves an Answer upon the Requesting Party. Further, §4014(d) begins by stating that any matter admitted under this Rule is conclusively established. This initial language and rule is only changed in the alternative, as in a case where there is a delay in the United States mail system which alters the time in which a Reply would be received. Clearly this alternative position is not meant to be utilized when a deadline is simply missed. Defendant has incurred prejudice relating to this unexplained delay. It is notable that this alternative Rule is most often utilized by the Court as it pertains to pro se litigants. In this instance, Plaintiff was competently represented by Counsel. Plaintiff admittedly failed, over a fifty-two (52) day period, to communicate in any fashion whatsoever that an extension of time was needed. Further, it is clear that Plaintiff admittedly failed to meet the thirty (30) day deadline and did so in reliance upon the belief that this Honorable Court would effectively render said deadline irrelevant and permit the requested withdrawal despite Plaintiff's total inaction.

WHEREFORE, for the reasons set forth above, Defendant respectfully requests this Honorable Court deny Plaintiff's Motion for Withdrawal of Admissions.

Respectfully submitted,

THE LAW OFFICES OF DWIGHT L. KOERBER, JR

By: 

Eric E. Cummings, Esquire
Counsel of Record for Defendant:
Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

CERTIFICATE OF SERVICE

This is to certify that on the 7th day of July, 2008, the undersigned served a certified copy of Defendant's Reply to Plaintiff's Request to Withdraw Admissions in the above-captioned matter. Such document was served via Federal Express No. 8663 8480 8065 upon the following:

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

EXHIBIT A

Attached hereto as Exhibit A is a true and correct copy of the Praecipe to Amend Motion for Conformation of Non-Response to Defendant's Request for Admissions.

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

PRAECIPE TO AMEND MOTION
FOR CONFORMATION OF NON-
RESPONSE TO DEFENDANT'S
REQUEST FOR ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

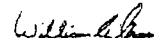
THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

MAY 15 2008

Attest.




Prothonotary/
Clerk of Courts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

PRAECIPE TO AMEND

Please amend the filed Motion for Confirmation of Non-Response to Defendant's Request for Admissions by supplementing/exchanging the text of the old motion with the text of the new motion (keeping all prior attachments and certificate) which is attached hereto.

Respectfully Submitted:



Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

MOTION FOR CONFORMATION
OF NON-RESPONSE TO
DEFENDANT'S REQUEST FOR
ADMISSIONS

Filed on Behalf of:
Defendant: SUSIE DILTS

Counsel of Record for This Party:

Eric E. Cummings, Esquire
PA I.D. No. 206194

THE LAW OFFICES OF DWIGHT
L. KOERBER, JR.
110 N. 2nd Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

SOLARSHIELD, INC.,
Plaintiff

v.

SUSIE DILTS,
Defendant

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Docket No. 07-1676-CD

**MOTION FOR CONFIRMATION OF NON-RESPONSE TO DEFENDANT'S
REQUEST FOR ADMISSIONS**

COMES NOW, the Defendant, Susie Dilts, by and through legal counsel,
Eric E. Cummings, Esquire, and files the within Motion for Confirmation of Non-
Response to Defendant's Request for Admissions and in support thereof,
Defendant shows as follows:

- 1) Plaintiff filed its Complaint in the above referenced matter on
October 16, 2007 claiming entitlement to liquidated damages in the amount of
Four Thousand Seven Hundred Seventy Dollars and Eighty-nine (\$4,770.89)
Cents.
- 2) Defendant filed her Answer, New Matter and Counter-Claim on
November 9, 2007.
- 3) Defendant filed Set I of her Request for Admissions on April 14,
2008 and properly served them upon Plaintiff. Attached hereto as Exhibit A is a

true and correct copy of the Request for Admissions along with the attached Certificate of Service.

4) Plaintiff has failed to respond to Defendant's Request for Admissions within the thirty (30) day allowance period pursuant to Pa.R.C.P. 4014.

5) From the date of May 15, 2008, thirty-one (31) days has passed since Defendant's Request for Admissions were properly filed and served upon Plaintiff.

6) Plaintiff has failed to provide any information to Defendant related to a need for additional time or even the status of Plaintiff's willingness to complete the documents in the time allotted by Pa.R.C.P. 4014.

WHEREFORE, Defendant prays that this Honorable Court find that the thirty (30) day time period permitted for responses to Defendant's Request for Admissions has passed, as Plaintiff has failed to properly respond in the fashion determined and mandated by Pa.R.C.P. 4014.

Respectfully Submitted:

THE LAW OFFICES OF DWIGHT L.
KOERBER, JR.

By:

A handwritten signature in black ink, appearing to read "Eric E. Cummings", is written over a horizontal line.

Eric E. Cummings, Esquire
Attorney for Defendant: Susie Dilts

EXHIBIT B

Attached hereto as Exhibit B are true and correct copies of correspondence dated December 27, 2007 through April 9, 2008, requesting extensions of time.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

COPY

Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

April 3, 2008

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

**Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD**

Dear Attorney Farrell:

Please let this letter serve as confirmatory correspondence that thus far, your client has not responded to my most recent letter dated March 13, 2008 requesting pre-trial discovery. As you are aware, courtesy has been extended to your client numerous times to complete these pre-trial discovery requests. Enclosed herewith are copies of my client's letters both requesting the production of these pre-trial discovery requests along with those letters confirming that continuances have been extended.

I would ask that you produce these pre-trial discovery requests within ten (10) days from the date of this correspondence or I will be forced to file a Motion to Compel.

Very truly yours,



Eric E. Cummings, Esquire

EEC/bdt

Enclosures: Copy of Letter Dated December 27, 2007
Copy of Letter Dated January 30, 2008
Copy of Letter Dated February 5, 2008
Copy of Letter Dated February 6, 2008
Copy of Letter Dated February 25, 2008
Copy of Letter Dated February 28, 2008
Copy of Letter Dated March 13, 2008

CC: Dwight L. Koerber, Jr., Esquire
Ms. Susie Dilts

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

*Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611*

*Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830*

December 27, 2007

COPY

*Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503*

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

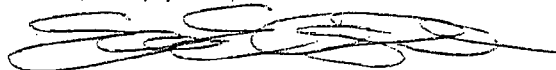
**Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD**

Dear Mr. Farrell:

Enclosed please find a copy of Defendant's First Set of Interrogatories and First Set of Request for Production of Documents Directed to the Plaintiff on behalf of Susie Dilts.

As you will note, you have thirty (30) days to respond to these requests. If additional time is needed, please contact me so that any particular issues can be discussed.

Very truly yours,



Eric E. Cummings, Esquire

EEC/bdt

Enclosures: Set I of Defendant's Interrogatories Directed to Plaintiff
Set I of Defendant's Request for Production of Documents Directed to Plaintiff

Cc: Ms. Susie Dilts

 **COPY**

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

January 30, 2008

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

**Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD**

Dear Mr. Farrell:

As you are aware, your client, in the above referenced matter has had more than thirty (30) days to respond to Defendant's First Set of Interrogatories and Request for Production of Documents.

I would ask that you kindly produce this information promptly before further action must be taken on my client's behalf.

If additional time is needed, please contact me.

Very truly yours,



Eric E. Cummings, Esquire

EEC/bdt

Cc: Dwight L. Koerber, Jr., Esquire
Ms. Susie Dilts

 COPY

A. THOMAS FARRELL
LAW OFFICES
212 FRANKSTOWN ROAD
ALTOONA, PENNSYLVANIA 16602
(814) 942-1911
(814) 942-9304 FAX
farrelllaw@atlanticbbn.net

A. Thomas Farrell
Meghan F. Irwin

February 5, 2008

Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
PO Box 1320
Clearfield, PA 16830

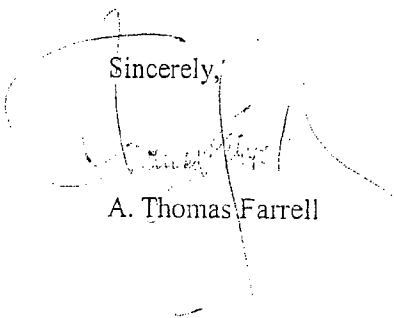
RE: Solarshield, Inc. v. Dilts
No. 07-1676-CD

Dear Mr. Cummings:

Please be advised the Plaintiff is in the process of completing your Interrogatories and Request for Production of Documents. Daniel Green, President of Solarshield, did not return from vacation until January 21, 2008. I request an additional fifteen (15) days to furnish the response to your discovery.

Thank you for attention to this.

Sincerely,


A. Thomas Farrell

ATF/mh

 **COPY**

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

*Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611*

*Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830*

*Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503*

February 6, 2008

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

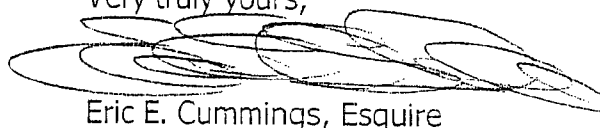
**Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD**

Dear Mr. Farrell:

This letter is in response to your correspondence dated February 5, 2008, in the above referenced matter. Please be advised that I have no qualms with granting you the additional fifteen (15) days requested for completion of Defendant's Interrogatories and Request for Production of Documents. I will note my calendar accordingly.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Eric E. Cummings, Esquire

EEC/bdt

Cc: Dwight L. Koerber, Jr., Esquire
Ms. Susie C. Dilts

LAW OFFICES
OF
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
February 25, 2008

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

 COPY

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD
Pre-Trial Discovery

Dear Mr. Farrell:

I would ask that you please confirm whether you require an extended period of time to complete Defendant's pre-trial discovery request. As you are aware, your response to Defendant's pre-trial discovery request was recently due on February 20, 2008, following an initial time extension. I would kindly ask that you contact me if further and additional time is needed.

Also, please let this letter confirm our telephonic conference in which we engaged in earlier last week relating to possible settlement of this matter. I will be in contact with you relating to your proposal immediately after discussion with my client.

If you wish to discuss any of these matters more fully, please do not hesitate to contact me.

Very truly yours,


Eric E. Cummings, Esquire

EEC/bdt

Cc: Dwight L. Koerber, Jr., Esquire
Ms. Susie Dilts

A. THOMAS FARRELL
LAW OFFICES
212 FRANKSTOWN ROAD
ALTOONA, PENNSYLVANIA 16602
(814) 942-1911
(814) 942-9304 FAX
farrelllaw@atlanticbhn.net

 **COPY**

A. Thomas Farrell
Meghan F. Irwin

February 28, 2008

BY FACSIMILE ONLY TO (814) 765-9503

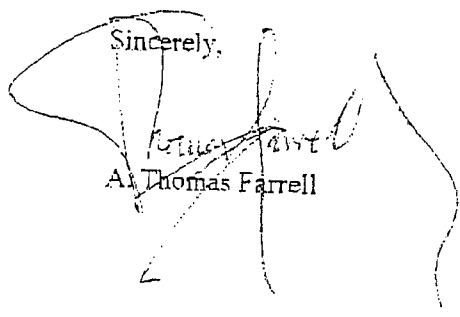
Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
PO Box 1320
Clearfield, PA 16830

RE: Solarshield, Inc. v. Dilts
No. 07-1676-CD

Dear Mr. Cummings:

This letter is to confirm that you have granted an extension until on or before March 12, 2008, to provide the answers to your outstanding discovery. Your consideration to my request is appreciated.

Sincerely,


A. Thomas Farrell

ATF/mh

LAW OFFICES
OF
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

March 13, 2008

A. Thomas Farrell, Esquire
LAW OFFICE OF A. THOMAS FARRELL
212 Frankstown Road
Altoona, PA 16602

Re: Solarshield, Inc. v. Susie Dilts
Docket No. 07-1676-CD

Dear Mr. Farrell:

Please let this letter serve as a confirmatory reminder that your client's responses to Defendant's Request for Interrogatories and Production of Documents was most recently due on March 12, 2008. I would ask that you please contact me if your client needs an additional extension of time.

If you have any questions or comments, please contact me.

Very truly yours,



Eric E. Cummings, Esquire

EEC/bdt

Cc: Dwight L. Koerber, Jr., Esquire
Ms. Susie Dilts

SOLARSHIELD, INC.,

PLAINTIFF

vs.

SUSIE DILTS,

DEFENDANT

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

: No. 2007 GN 07-1676-CD

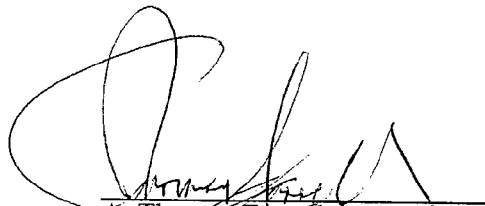
: CIVIL ACTION - LAW

NOTICE OF FILING OF ANSWERS TO INTERROGATORIES
AND TO REQUEST FOR PRODUCTION OF DOCUMENTS

TO: WILLIAM SHAW, PROTHONOTARY

You are hereby notified that on the 9th day of April, 2008, Plaintiff, **SOLARSHIELD, INC.**, filed Answers to Interrogatories and Answers to Request for Production of Documents on the Defendant by United States regular mail, postage prepaid, at the following address:

Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
PO Box 1320
Clearfield, PA 16830


A. Thomas Farrell, Esquire
A. Thomas Farrell Law Offices
212 Frankstown Road
Altoona, PA 16602
(814) 942-1911
ID No. 40391
Counsel for Plaintiff

1m
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

SOLARSHIELD, INC.,
Plaintiff

vs.

NO. 07-1676-CD

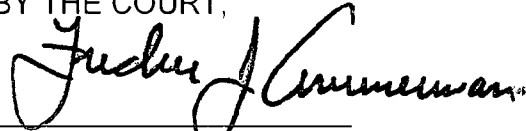
SUSIE DILTS,
Defendant

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ORDER

NOW, this 9th day of July, 2008, upon consideration of Plaintiff's Motion to Withdraw Admissions, and upon presentation of counsel, it is hereby ORDERED, DIRECTED and DECREED that Plaintiff's Motion to Withdraw Admissions be and is hereby GRANTED. Plaintiff shall have no more than 15 days from this date to respond to the Defendant's Request for Admissions.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

07-13-08
JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

Attys:
Farrell
Cummings
GD

FILED

JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/1/08

☐ 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:

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

SOLARSHIELD, INC.,
Plaintiff

vs.

NO. 07-1676-CD

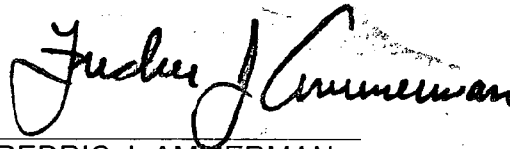
SUSIE DILTS,
Defendant

*
*
*
*
*

ORDER

NOW, this 9th day of July, 2008, upon consideration of the within Motion for Confirmation of Non-Response and upon presentation of counsel, it is hereby ORDERED, DIRECTED and DECREED that Defendant's Motion for Confirmation of Non-Response be DENIED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

07/9:33/6H
JUL 11 2008

ICCA#tys:
Farrell
Cummings

William A. Shaw
Prothonotary/Clerk of Courts

GL

FILED

JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/11/08

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

CA

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

SOLARSHIELD, INC.,
Plaintiff

vs.

SUSIE DILTS and TRAVIS DILTS
Defendants

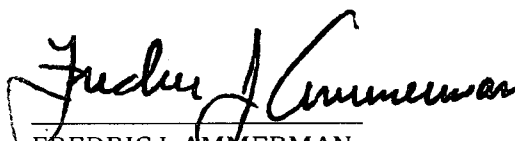
* NO. 2007-1676-CD
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ORDER

NOW, this 24th day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecept with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
07/8:30am
JUN 25 2013
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
A Farrell
Cumming

64

 ORIGINAL

SOLARSHIELD, INC.,

Plaintiff

vs.

SUSIE DILTS and
TRAVIS DILTS,

Defendants

: IN THE COURT OF COMMON PLEAS OF
: ~~BLAIR~~ COUNTY, PENNSYLVANIA

: Clearfield

: NO. 2007-1676-CD

: CIVIL ACTION - LAW

: PRAECIPE FOR WITHDRAWAL OF
: COMPLAINT AND DISCONTINUANCE

: A. THOMAS FARRELL, ESQUIRE

: A. Thomas Farrell Law Offices

: 212 Frankstown Road

: Altoona, PA 16602

: (814) 942-1911

: ID No. 40391

: Counsel for Plaintiff

S FILED

JUL 03 2013

WILLIAM A. SHAW

Prothonotary/Clerk of Courts

: Eric E. Cummings, Esquire

: Law Offices of Dwight L. Koerber, Jr.

: 110 North Second Street

: P.O. Box 1320

: Clearfield, PA 16830

: Counsel for Defendants

CA

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

SOLARSHIELD, INC.,
Plaintiff

vs.


SUSIE DILTS and TRAVIS DILTS
Defendants

* NO. 2007-1676-CD
*
*
*
*
*

ORDER

NOW, this 27th day of August, 2013, the Court notes that Plaintiff's Praecept for Withdrawal of Complaint and Discontinuance in the above-captioned case was filed on July 3, 2013 by A. Thomas Farrell, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 29th day of August, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01 9:22am
AUG 28 2013

4

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty's:
A. Farrell
Cummins
62