

# **EXHIBIT B**

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM																		
Name of Debtor Against Which You Assert Your Claim <b>Met-Coil Systems Corporation</b>		Case Number: <b>03-12676 (MFW) CHAPTER 11</b>																		
Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.																				
Name of Creditor and Address <b>New England HVAC Services Corp c/o Smith and Doran PC 60 Washington St. Morristown, NJ 07960-6859</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.																		
If above address is incorrect, or if notices should be sent to a different address, please complete the following:		Telephone No. of Creditor: <b>(973) 292-0016</b>																		
		Tax ID # / SS # of Creditor:																		
Account Or Other Number By Which Creditor Identifies Debtor:		Check here <input type="checkbox"/> replaces if this claim <input checked="" type="checkbox"/> amends a previously filed claim, dated <b>10/24/03</b>																		
1. BASIS FOR CLAIM: <table border="0"> <tr> <td><input type="checkbox"/> Goods sold</td> <td><input type="checkbox"/> Severance Agreement</td> <td><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(e)</td> </tr> <tr> <td><input type="checkbox"/> Services performed</td> <td><input type="checkbox"/> Refund</td> <td><input type="checkbox"/> Wages, salaries, and compensation (fill out below)</td> </tr> <tr> <td><input type="checkbox"/> Money loaned</td> <td><input type="checkbox"/> Real Property Lease</td> <td>Your SSN _____</td> </tr> <tr> <td><input type="checkbox"/> Personal injury/wrongful death</td> <td><input type="checkbox"/> Personal Property Lease</td> <td>Unpaid Compensation for services performed</td> </tr> <tr> <td><input type="checkbox"/> Taxes</td> <td><input type="checkbox"/> Other Contract</td> <td>From: _____ to: _____</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other <u>Defective</u></td> <td><input type="checkbox"/> Property Damage</td> <td>(Date) (Date)</td> </tr> </table>			<input type="checkbox"/> Goods sold	<input type="checkbox"/> Severance Agreement	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(e)	<input type="checkbox"/> Services performed	<input type="checkbox"/> Refund	<input type="checkbox"/> Wages, salaries, and compensation (fill out below)	<input type="checkbox"/> Money loaned	<input type="checkbox"/> Real Property Lease	Your SSN _____	<input type="checkbox"/> Personal injury/wrongful death	<input type="checkbox"/> Personal Property Lease	Unpaid Compensation for services performed	<input type="checkbox"/> Taxes	<input type="checkbox"/> Other Contract	From: _____ to: _____	<input checked="" type="checkbox"/> Other <u>Defective</u>	<input type="checkbox"/> Property Damage	(Date) (Date)
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2. Date debt was incurred: <u>ongoing suit filed</u> <b>May 12, 2003 (see attached Complaint)</b>																				
3. If court judgment, date obtained: _____																				
4. Total Amount Of Claim as of Petition Date: \$ _____ (unsecured) + \$ _____ (secured) + \$ _____ (priority) = \$ _____ <u>unliquidated</u>																				
5. Secured Claim: <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of action). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges (if late rate filed) included in secured claim, if any: \$ _____																				
6. Unsecured Priority Claim: <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - specify applicable paragraph of 11 U.S.C. § 507(a)(____)																				
7. Credit: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. The original and of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., November 14, 2003, Pacific Time to: Bankruptcy Management Corporation Attn: Met-Coil Systems Corporation, Claims Processing, P.O. Box 1033, El Segundo, CA 90245-1033 (if via U.S. mail), or Bankruptcy Management Corporation, Claims Processing, 1310 East Franklin Avenue, El Segundo, CA 90245 (if via delivery by hand, courier or overnight service) NO FAXES ACCEPTED. Creditors are requested to send a duplicate copy of the proof of claim in addition to the original and any acknowledgment copy.		This Space Is For Court Use Only																		
Date: <b>02/10/04</b> Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Robert A. Smith, Esq., Attorney for Creditor</b>																				
Penalty for presenting fraudulent claims: Fine of up to \$500,000 or imprisonment for up to five years, or both 18 U.S.C. §§ 132 and 3371.																				

**FILED**  
**TEAM #4**

**JUL 11 2003**

**SUPERIOR COURT OF NJ**  
**COUNTY OF HUDSON**  
**CIVIL DIVISION #7**

**SMITH & DORAN, P.C.**  
A Professional Corporation  
60 Washington Street  
Morristown, New Jersey 07960  
(973) 292-0016  
Attorneys for Plaintiff

NEW ENGLAND H.V.A./C. SERVICES,  
CORPORATION, A New York  
Corporation,

Plaintiff,

v.

LOCKFORMER CORP., INC., an  
Illinois Corporation, OXFORD  
MACHINERY SALES CORP., a  
Massachusetts Corporation,  
MECHANICAL DATA CORP.,  
MET-COIL SYSTEMS CORP., a  
Delaware Corporation,  
QUICKPEN INTERNATIONAL CORP., a  
Washington Corporation, and  
MESTEK INC., a Pennsylvania  
Corporation,

Defendants

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

DOCKET NO. HUD-L-2592-03

Civil Action

**AMENDED COMPLAINT AND  
JURY DEMAND**

Plaintiff, New England H.V.A./C. Services, Corporation (hereinafter referred to as "New England"), a New York Corporation authorized to transact business in the State of New Jersey, with offices located at 49 Harrison Street, in the City of Hoboken, County of Hudson, State of New

Jersey, by way of amended complaint against defendants says:

**FIRST COUNT**

1. Defendant Lockformer Corp.(hereinafter referred to as "Lockformer") is an Illinois Corporation transacting business at 711 Ogden Avenue, Lisle, Illinois 60532.
2. Defendant Oxford Machinery Sales Corp.(hereinafter referred to as "Oxford") is a Massachusetts Corporation transacting business at 92 Gardner Street, Worcester, Massachusetts 01610.
3. Upon information and belief, Lockformer, is a subsidiary or a division of defendant Met-Coil Systems Corporation (hereinafter referred to as "Met-Coil"), a Delaware Corporation transacting business at 5486 Sixth Street. S.W., Cedar Rapids, Iowa 52404.
4. Upon information and belief, defendant Met-Coil is a subsidiary or division of defendant Mestek, Inc. (hereinafter referred to as "Mestek"), a Pennsylvania Corporation transacting business at 260 N. Elm Street, Westfield, Massachusetts 01085.
5. Upon information and belief, defendant Mechanical Data Corp. ("Mechanical Data"), is a subsidiary or division of defendant QuickPen International Corporation (hereinafter referred to as "QuickPen"), a Washington Corporation transacting business at 384 Inverness Drive South, Suite 200, Englewood, Colorado 80112, or, in the alternative, QuickPen is a successor in interest to Mechanical Data.
6. Plaintiff New England is engaged in the business of installing, repairing, replacing, and maintaining heating, ventilation and air conditioning system and related services.
7. Defendant Lockformer developed, manufactured, and sold, among other machinery and

- equipment, the Vulcan Plasma Cutter and related software - Model 2900; S/N: VUL-3042(hereinafter referred to as the "Vulcan Plasma Cutter").
8. Defendant Mechanical Data provided the software used to operate the Vulcan Plasma Cutter.
  9. Defendant Oxford was a supplier of the Vulcan Plasma Cutter.
  10. On or about July 30, 1997, plaintiff New England ordered the Vulcan Plasma Cutter from defendant Oxford. The cost for the Vulcan Plasma Cutter was \$63,500.00.
  11. Representatives of all defendants promised, warranted and represented to plaintiff, inter alia, that the Vulcan Plasma Cutter would satisfy the plaintiff's sheet metal cutting needs.
  12. On or about December 18, 1997, plaintiff took delivery of the Vulcan Plasma Cutter and installed it at its business premises located at 49 Harrison Street, Hoboken, Hudson County, New Jersey.
  13. Although plaintiff, upon ordering the Vulcan Plasma Cutter, chose the Version 4.8 software and ESSI III parts as the free draw program, the software received by plaintiff from Mechanical Data failed to include ESSI III, but rather included "Vulcan Parts".
  14. Version 4.8's operating system was IBM OS2 Warp.
  15. The Vulcan Plasma Cutter was equipped with a multi-tasking computer which failed to efficiently run the Version 4.8 software.
  16. The Vulcan Plasma Cutter was equipped with poor quality printers which required constant monitoring. The printer would print paper and labels and then draw the same paper and labels back into the printer.
  17. Immediately following installation of the Vulcan Plasma Cutter, plaintiff began experiencing problems with it, including problems with the Vulcan Version 4.8 software. These

difficulties necessitated making daily calls to defendant Mechanical Data. Such problems included, but were not limited to, improper label rotation.

18. Defendant Mechanical Data's response to plaintiff's support calls were slow and fruitless.
19. Defendant Mechanical Data forwarded numerous computer disks to plaintiff which failed to correct the ongoing problems experienced by plaintiff with the Vulcan Plasma Cutter.
20. In or around February, 1998, plaintiff experienced problems relating to the label rotation to be performed by the Vulcan Plasma Cutter. Defendant Mechanical Data recommended specific adjustments to the defaults in the program setup. Thereafter, the Vulcan Plasma Cutter never functioned properly. In fact, plaintiff resorted to laying out and cutting its sheet metal by hand for nearly a month and one half due to defendant Mechanical Data's refusal to cure the problem.
21. Plaintiff was subsequently informed by a representative of defendant Lockformer that the adjustments to the defaults in the program setup recommended by Mechanical Data in February, 1998, were improper.
22. The Lockformer representative corrected several of the problems relating to label rotation. However, plaintiff was instructed not to use the Vulcan Plasma Cutter's "flipping" in the "nesting" functions due to programming errors. These functions refer to the manner in which the equipment's computer program arranges shapes in order to obtain the maximum usage of a sheet of metal. The Vulcan Plasma Cutter was intended to perform the "flipping" in the "nesting" functions and these functions were important reasons for plaintiff's purchase of the Vulcan Plasma Cutter.
23. On or about September, 1998, defendant received Vulcan Version 5.0 software from

defendant Mechanical Data. Defendant Mechanical Data claimed the Vulcan Version 5.0 software would cure the problems related to the Version 4.8 software.

24. The Vulcan Version 5.0 software did not function as intended and failed to process a simple transition fitting entered by plaintiff into the Vulcan Plasma Cutter.
25. Once again, plaintiff contacted defendant Mechanical Data and described the problem incurred with respect to the transition fitting. Defendant Mechanical Data indicated that it was sending to plaintiff a disk to correct the problem.
26. The Vulcan Plasma Cutter has never burned more than one (1) sheet of metal without a problem. Upon pushing the resume button, the machine's gantry would move six (6) inches, drop, and start burning the sheet of metal. Defendant, Mechanical Data continuously informed plaintiff that the problem with burning more than one (1) sheet of metal was due to plaintiff's inability to properly operate the equipment. Ultimately, a representative of defendant, Lockformer, examined the plaintiff's Vulcan Plasma Cutter in person, and determined that plaintiff's controller was never upgraded, and that the firmware was not compatible with the Version 4.8 software. Defendant Lockformer provided plaintiff with new firmware which partially solved this problem, however, problems with burning more than one (1) sheet of metal continues to this day.
27. The Vulcan Plasma Cutter does not perform label rotation properly. The printing of label rotation was an intended purpose of the Vulcan Plasma Cutter.
28. The Vulcan Plasma Cutter's torch head continues to drop off the second sheet of metal to be burned.
29. The machine's controller overheats and shuts down due to the lack of ventilation.

30. Due to the design of the Vulcan Plasma Cutters' cutting table, cutting 26 gauge or less sheet metal causes the cutting torch to lose contact with the sheet metal along the back edge for the sheet metal is not properly supported by the cutting table.
31. To date, when plaintiff chooses a specific type of joint, the Vulcan Plasma Cutter automatically reverts back to the default setting upon the machine operator pushing "Enter."
32. The machine improperly processes the joint count inputted by plaintiff on every job plaintiff burns.
33. From time to time heels on round elbow joints are cut two (2) inches too short.
34. Utilization of the nesting function has continuously resulted in wasting sheets of metal.
35. Defendants breached their agreement with plaintiff by providing a Vulcan Plasma Cutter that will not properly process the plaintiff's metal cutting instructions in the manner in which it was intended.
36. Plaintiff has been damaged by defendants' breach of agreement.
37. Defendants are liable to plaintiff for damages sustained as a result of their breach.

**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory damages, along with reasonable attorneys' fees, court costs, interest, and such further relief as the Court deems just and proper.

#### SECOND COUNT

1. Plaintiff repeats and realleges the allegations of the First Count as though fully set forth herein.
2. Defendants made an affirmation of fact and promised plaintiff that the Vulcan Plasma Cutter



would properly perform certain functions including but not limited to the cutting and shaping of sheet metal and printing of labels.

3. Defendant's breached this express warranty in that plaintiff has been unable to use the Vulcan Plasma Cutter for the purposes for which it was intended, including but not limited to the cutting and shaping of sheet metal and printing of labels.
4. The natural tendency of the affirmations of facts and promises made by defendants was to induce plaintiff to purchase the Vulcan Plasma Cutter.
5. Plaintiff relied upon the affirmations of fact and promises made by defendants; those affirmations of fact constituted a significant part of the basis of the bargain between defendants, on the one hand, and plaintiff, on the other hand.
6. Plaintiff has been damaged by the defendants' breach of these express warranties.
7. Defendants' are liable for damages sustained by plaintiff due to the defendants' breach of these express warranties.

**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory damages, along with reasonable attorneys' fees, court costs, interest, and such further relief as the Court deems just and proper.

### THIRD COUNT

1. Plaintiff repeats and realleges the allegations of the First and Second Counts as though fully set forth herein.
2. Defendants are merchants with respect to equipment and software relating to the cutting of sheet metal.

3. Defendants impliedly warranted that the Vulcan Plasma Cutter was fit for the handling of plaintiff's metal cutting needs.
4. Defendants breached the implied warranty of merchantability in that the Vulcan Plasma Cutter will not properly process plaintiff's sheet metal cutting functions and produces erroneous results.
5. Plaintiff has been damaged by defendants' breach of implied warranty.
6. Defendants are liable for injuries to plaintiff.

**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory damages, along with reasonable attorneys' fees, court costs, interest, and such further relief as the Court deems just and proper.

#### FOURTH COUNT

1. Plaintiff repeats and realleges the allegations of the First, Second and Third Counts as though fully set forth herein.
2. Defendants knew that the particular purposes for which the Vulcan Plasma Cutter was to be used by plaintiff in connection with its business operations, and specifically designed the Vulcan Plasma Cutter in consideration of those particular purposes.
3. Defendants also knew that plaintiff, being in the business of installing, repairing, replacing, and maintaining heating, ventilation and air conditioning system and related services, was not skilled in understanding computer software and were, therefore, required to rely upon defendants' skill and judgment in furnishing suitable software with the Vulcan Plasma Cutter.

4. Defendants represented to plaintiff that the Vulcan Plasma Cutter would meet its sheet metal cutting needs.
5. Defendants breached this implied warranty of fitness for a particular purpose, in that the Vulcan Plasma Cutter does not properly process plaintiff's sheet metal cutting functions and produces erroneous results.
6. Plaintiff has been damaged by defendants' breach of implied warranty of fitness for a particular purpose.
7. Defendants are liable to plaintiff for the injuries it sustained.

**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory damages, along with reasonable attorneys' fees, court costs, interest, and such further relief as the Court deems just and proper.

#### FIFTH COUNT

1. Plaintiff repeats and realleges the allegations of the First, Second, Third and Fourth Counts as though fully set forth herein.
2. Defendants' sale of the Vulcan Plasma Cutter, which does not perform the metal cutting options for which it was intended, constitutes a breach of the implied covenant of good faith and fair dealing existing in defendants' agreements with plaintiff.
3. Plaintiff has been damaged by defendants' breach of their agreement.
4. Defendants are liable to plaintiff for damages sustained as a result of their breach.

**WHEREFORE**, the plaintiff demands judgement against defendants for compensatory damages along with reasonable attorneys' fees, court costs, interest, and such further relief as the

Court deems just and proper.

**SIXTH COUNT**

1. Plaintiff repeats and realleges the allegations of the First, Second, Third, Fourth, and Fifth Counts as though fully set forth herein.
2. Defendants were under a duty to use reasonable care to design and manufacture the Vulcan Plasma Cutter so that it would perform the metal cutting options for which it was intended.
3. Defendants breached their duty by negligently failing to design and manufacture the Vulcan Plasma Cutter to perform the metal cutting options for which it was intended.
4. As a direct and proximate result of the negligence of the defendants, plaintiff sustained damages.
5. Defendants are liable to plaintiff for damages sustained as a result of their negligence.

**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory damages along with reasonable attorneys' fees, court costs, interest, and such further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury as to all issues.

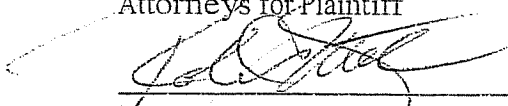
**DESIGNATION OF TRIAL COUNSEL**

Pursuant to the provisions of N.J.S.A. 4:25-4, Robert A. Smith, Esq., is hereby designated as trial counsel for plaintiff.

CERTIFICATION

I hereby certify in accordance with New Jersey Civil Practice R. 4:5-1, that to the best of my knowledge, information and belief, the instant matter in controversy is not the subject matter of any other action pending in any Court or of a pending arbitration proceeding.

SMITH & DORAN, P.C.  
Attorneys for Plaintiff



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ROBERT A. SMITH

DATED: 7/9/03