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In the Eyes of Custody

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In the Eyes of Custody

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The blue Chevrolet station wagon moved slowly along the road. It was a cantankerous eyesore. An object of contempt. For the driver, passenger, and anyone that had contact with it. Inside, were a mother and her two children. Recently remarried, she was still settling from her previous divorce. And on her mind now was getting safely to an eye doctor several towns away from where she lived with her children, in Timmison.

Falkville was the town they were traveling to. Falkville was an old industrial town that fell apart when it's locale grew barren for resources. Before losing it's glittery spotlight, this mecca once in the 1800 and 1900s (and before winding down in the 20th century) was one of the most popular resorts for steel production. It attracted engineers and businessman from all over the world. Many new "state-of-the-art" designs for railroads and bridges developed and were made in the Falkville Mills. The "Brinkley Brisket" (a stronger tensile rail used for trains) and the "Slinkler Column" (a lighter, more easily mass-produced supportive aid for bridges) came out of the mills.

Residents, during these more successful times scattered the area. First claiming land, then monopolizing the housing, and then structuring themselves into classes and groups based on arbitrary reasons, of which most commonly was power. Some of the original families that organized the town still have descendants that remained. Perhaps it was the prestige and social positioning; or perhaps it was the simple reasoning of having and keeping a home where one feels most at home.

The dilapidated Falkville Mills still are around. They're well marked for keeping the homeless out. And they patiently wait for the government to grant their official protection and preservation - like some of the other more celebrated artifacts in Falkville. A slower-paced, community with small window shops, a few pubs, two Laundromats, a

famous movie theatre, two elementary schools, a middle school, and Falkville High fit for a general description.

The deciduous trees in Falkville were presently parting with their foliage. A variety of colored leaves, large and small, were scattering and scraping on the ground. And right at this time, the blue Chevrolet wagon was navigating the Falkville streets. The clouds were grey and heavy. It was overcast and the sun was slowly disappearing behind the clouds. The family of three in the wagon was lost. They were trying to find 46 Locust Way. The vehicle had careened around the Falkville circuit several times, just missing the sign that had become more difficult to see with the downpour of rain that now just began; the second time would provide relief to their search. It was no fault of the driver that they could not find the address. It was common.

Falkville, after all, was a town for it's own people. Like any small town, the town did it's best to take care of its own - its community, on one hand. And with the other hand, it tried to receive (and take) all the help it could get like a greedy inheritor. The current bad weather wasn't going to make it easier to find one's way around town.

The town had some strange residents. But that was not unlike any other comparable town. It also had some respectable and responsible citizens who cared for Falkville as if it were a fading, senile octogenarian. Over the years, Falkville cultivated its own lore and legends. Moreover, there were the jokes that occasionally came up about the engineer who was responsible at the time, years ago, for constructing the roadways. That was during the time of Prohibition, when alcohol was banned.

The legend went, that there had been a secret agenda to acquire all engineering maps of roadways, going to and from Falkville, by the government. The reason for this, it

later came out, was that the road designs (the government believed) could be interpreted and predicted to conclude which towns were full of alcoholics or the like-trade. And, it was further felt that operations to bust prohibition runners were more successful if a wary eye was given to some of the finer intricacies of the populations and communities.

Many things could be revealed, the government felt, just give a fresh notice every now and then to the design and development of a community. Some believed there were “signs” of what the government had said. Perhaps, the roads still indicate Falkville’s history with smuggling alcohol, and it’s Speak Easy past. At present, the locals don’t bother so much with these kinds of things anymore. Still, Falkville does manage to sell itself out as an attraction to the crowds of people that come. The monthly historical Prohibition tours are very popular.

As an aging face, Falkville, and its architectural design have changed over the years. For one, a more diverse residency and culture have come about. Instead of being predominantly white, when it was first settled, there has grown a more diverse pot of Hispanic, White, and African-Americans. A few Indians and Asians can be seen, as well, working and caring for the local chains they manage. A bakery, a convenience store, an ethnic restaurant – they all have a variety of ethnic groups working inside.

As the steel industry dwindled, and located itself further west across the state, the underground alcohol trade took greater priority and prosperity. Esther Locust was the baron responsible for managing the alcohol trade throughout Falkville. In general, Falkville was known as a flat town. With roads that were straight and clean. The poor were poor factory workers. And the engineers and more prominent members wanted to be anything but...that. Most of the “well-to-do” lived outside of town on a more elevated

hump of land. The elevation carried with it a higher sense of superiority over the lower population of Falkville. Perhaps, this led to the choice and desire for those of a particular feather to establish the area.

Historically, Locust Way was always difficult to find. It perhaps spoke for how difficult it was for Mr. Locust to be located during the Prohibition era. As he lived on this road, it conveniently went unmarked in town or by map. There were reasons for that, of course. As Prohibition passed, there were those in the community that suggested more visible street signs, and other accoutrements to better guide visitors. There was never enough of a budget to accommodate such “unnecessary things” - according to the views, at least, of the small town politicians.

The blue wagon, now, was passing cars parked along the sides of several streets: Columbia, Argyle, Main.

They were turning onto Locust Way, again.

There it was. This time the small, yellow eyeglasses were lit and could be visibly seen bolted into the white plastic siding. It was a small house turned into an office building. Jack Grayson, the eye doctor, told Stella some of the features to look for when coming to the office for the appointment. The appointment she had made for her youngest son, Thomas.

It was difficult to find the place. The fact was the office was located inside a house. There were no immediately apparent signs, like a lot of the town. Stella was not

used to entering into businesses, unless they were set in larger-market centers or malls. Without the common indicators Stella was familiar with, her lack of being guided individually to this location was problematic.

The rain that fell in harder and harder sheets didn't help either, impairing any objective vision of the town altogether. The roads weren't so great either, with all the water washing around. It was only 3 pm and the sky was as dark as the nighttime.

There was the large white placard. A yellow light was reflecting onto it. The light came from a black sconce below, popping out of the grass. A misty cloud of raindrops were scattering through the light rays, in between the sconce and the placard. A small warm steam was rising from the sconce. Hanging from some black poles sunk into the ground, the placard read: **The Professional Optician Center**, in a bold blue font.

"We're here," said Stella to her two children Thomas and Winston. She pulled the behemoth wagon up along the curb to park.

"Yessss! Here!" both boys exclaimed, as they opened the lengthy side-doors, hesitating with the panic of rain coming down.

The three of them slid carefully out of the car – all in much the same way. Slamming their doors with a "Baaaammm!" and fully out of the car, they all took for the overhanging rooftop, and the entrance below. In a panicky fluster along the pebbly cement sidewalk, they intersected with the walkway that then led them to the steps of the Optician Center.

The brown door greeted them. Pushing it open was a laborious task for the two young children. It was a heavy door that wouldn't budge. They had beat their mother to the porch, and were gasping for breath. They were wet. Fortunately, not drenched. Being

boys, they were competing with their mother to open the door. Three hands were indeed better at pulling the door outwards and getting inside the office, than any one.

Immediately inside, the brown eyes of Thomas enlarged with amazement at the clear cubic cases encompassing one wall inside. A few raindrops trickled down from his short brown bangs. He had to squint, clear his eyes, and rub an arm over his forehead to dry it. Clearing away the dampness of his face, a scent very similar to a hospital went into Thomas's nose. A medicinal taste hit his tongue with the scent. Looking at Winston, Thomas saw that Winston's hazel eyes didn't look so surprised.

He already had glasses.

Winston was here before and already could remember which cube he was able to pull his glasses from. He could still tell because the cube was empty. And wasn't glowing. Like before, in most of the cubes, there was held a pair of eyeglass frames. A single yellow light shone in each cube that had been filled. And each eyeglass frame was on a grey pedestal – and each frame was different in a color, size and shape.

Thomas spoke on how his favorite color became red last year in Kindergarten. But he wasn't necessarily decisive on the color in all matters or things. Thomas didn't particularly have an agenda to acquire all things red. He didn't even know if he would need glasses, anyway. He, however, did like choices.

The answer would come in due time, he now had his appointment for getting an eye-exam. It was for 3:30 pm. His mother had made it for him months ago. He was a little fearful of what the encounter was going to be like when his mother announced it to him in July. The appointment was made for a number of reasons. One, being, her

youngest son had never had his eyes fully examined. And just a year ago, taking her oldest son to the eye doctor revealed a need for eyeglasses.

Even before the appointment, and ever since Winston got his green colored eyeglasses - Thomas would try on his brother's eyeglasses when they were at home and Winston wasn't around. They made his brown eyes sick. His stomach got sick as well. He didn't understand how that could happen. He did know his stomach became queasy when he saw in the strange foggy way when he wore the glasses. It was a strange experience to Thomas, as strange as when he would put a seashell to his ear and hear the whisper of the ocean.

Thomas saw it as a sign of weakness, wearing glasses... And he felt his brother looked stupid in them. But, Winston also looked smarter - for example - when he would be reading. Thomas liked that. He also had a crush on one particular girl in his class, at Timmison Elementary, who was extraordinarily smart. Thomas liked her so much. Having glasses could be just the thing that would make Katie love him. As long as Thomas wouldn't openly dally that he had on glasses, and he displayed his natural mien, the look could have made him all, maybe 10 or 11 years old, instead of 7.

There was also the agony of not having something that Winston did. And whether it was something as simple as a material item, or something more abstract like intelligence, it really didn't matter when it's your brother. You just wanted it.

Thomas's mother, Stella was at the counter. She had some beads of rain falling off her black dress. The beads fell and made dark spots appear on the white carpet below. A gold nameplate was resting on the plain white counter. It was held on a pinewood pedestal. In white bold letters appeared: Jack Grayson, Eye Care Professional, MD. A

short, round, grey haired woman swiveled around on a black chair. Her blue eyes gazed from a manila folder of a patient that was currently seeing Dr. Grayson. A colored blue tag sticking out from the folder identified the patient's last name as: Chalk.

“Hello. I have an appointment for my youngest son, Thomas. Thomas Snyder,” Stella emphasized the name. There were many manila folders sticking out from the open shelves behind this woman sitting down. They each had many different color tabs sticking off of them.

“Hi. I am glad to help. My name is Mrs. Blake.” Her blue eyes coolly welcomed Stella's green eyes as they made contact. “Dr. Grayson is currently seeing a patient. He should be right out to see you when he is finished.”

“And you must be Thomas?” Mrs. Blake joshed aloud towards the young boy as he was reaching to touch one of the frames. Thomas could barely meet the level of where the glasses were accessible with his hands.

“Ahght, ahgt, ah! Boy. Hey! Don't touch those frames.”

“Thomas! What have I said to you about keeping your hands to your self?” Stella interrogated.

Thomas let out a muffled shriek and cowered away from the eyeglass frames. He then quickly made a rush to shelter beside Winston, who was sitting in front of a window that could peer out into the terrible weather that was currently outside. There were six chairs that went along the left corner of the office. The chairs were not far from the door they had just entered through. The chairs were separated by two small tables, which had on top of them a variety of magazines and newspapers. The chairs had silver metal frames and black leather padding.

The office space inside was in good condition. It was not like the rooms of the Snyder boys, or the house they lived in for that matter. Both boys had managed to wear the condition of their mother's house down, upsetting Stella, who only had recently moved into it two years prior. She moved in with help from her husband, Charles: a tall, brown haired man who worked at the local bank chain.

Winston picked up a *Highlights* magazine, from where he was sitting. He flipped the pages as the magazine lay on his brown khaki pants. Thomas leaned on to the side handle of the chair beside Winston. He watched the pages turn and unfold a variety of images and words. The magazine could be very entertaining for children their age.

"If you could Mrs. Snyder, please maintain the proper behavior of your children while they are here," Mrs. Blake ordered. Her blue eyes flashed with authority as she stood up to make a point. Her light green sweater framed her features very nicely. The small golden heart that hung from her necklace glowed red from the ruby orbs it had.

"Yes. They usually are well behaved. I apologize for that disturbance," Stella uttered. She was embarrassed and flustered by the energy and unpredictability of her young children. She went to sit down by her children. She picked up a woman's magazine that had various titles displaying across its cover:

Sex.	The Legal battles.	Lose 5 lbs. in 3 days.
Divorce.	Starting over again.	

As they waited, Stella stopped herself from her reading. She carefully surveyed the room.

Her eyes read many things:

The Professional Optician Center

Hours of operation: 9am to 6pm Monday-Friday.

Saturday 10am to 3pm. Closed Sundays and Holidays.

Address: 46 Locust Street, Falkville, PA 19455-3422.

Phone: 620-445-7232. Fax: 620-445-7234.

On the table to her left, there were small printed brochures sticking out of a grey acrylic case. One brochure was advertising a generalized map view of Falkville. It gave scripted instructions on how to locate the many businesses within a 10-mile vicinity.

Another brochure was labeled “Patient Information.” On it, there were descriptions about a variety of services offered at the eye center. It began with: “General Information on Eye Exams.” Then there was another block labeled: “Medical Eye Care.” It gave detailed information on: medical examinations for the Cornea, Conjunctiva, Eyelids, Glaucoma, Pediatrics, Strabismus, Retina and other conditions.

The last brochure Stella noticed was labeled “Vision Eye Care.” Underneath was a promotional ad title that declared: “Now offering the most advanced Contact Lenses, Eyeglasses, and Frames!” In smaller print below Insurance providers we accept include: Freedom Health Care, Liberty Mutual Health, Coventry Farmers, and East Coast Cross.

Stella was happy, as Freedom Health Care referred her to this location, when she was contacting the insurance company for local eye centers. She recently left the Golden Sun Insurance Company due to the rising claims and increasing costs that were being experienced by many clients recently. There had also been an extensive investigation into

the company's financial handlings, and several people in management were criminally charged and jailed. Stella didn't want the affiliation anymore when she heard that. A reputation and trust were important qualities to her, personally and professionally.

Stella had noticed that The Optician Center had two physicians. Jack Grayson and Jennifer Grayson. She saw both of their photos on the back of one of the brochures. Jack was a taller man, in his mid-40s and balding on the top of his head. It would be more appropriate to say his brown hairline was receding. He looked like a doctor. He had on a white dress shirt and a navy blue blazer overtop. His wife, next to him, had on a red dress. Her long brown hair went down to her shoulder blades. They both had brown eyes. They looked like a perfect couple. And were very attractive.

Stella next focused her attention on the sign high above the clear cubes holding the eyeglass frames. There was a sign that said: Eye Care Optical Shop. She proposed a few questions to herself: *Would Thomas need glasses? And how much would that cost?* Even with insurance, the divorce and the bills that constantly went and came like a migrating animal made life difficult for Stella. The stress of it aged her, and to any woman, that was the worst penalty.

"You do accept Freedom Health, as an insurer?" Stella asked to Mrs. Blake.

"Yes, we do. They recently updated their coverage plan. These insurance companies have their underwriters descending from the same people who wrote the bible. Both new and old testaments." Mrs. Blake uttered, along with her quirky laugh.

Stella laughed as well. *Was Mrs. Blake Catholic or Protestant?* It wasn't a question she was going to ask, but still she had her thoughts. *Less people speak out how they really think anyway. I should too,* she told herself.

“I wonder what it must be like being married and working with your spouse?” Stella said aloud, obviously saying what she was thinking and breaking her own rule. She continued: “Guess they probably met in medical school?”

Now...well, that...is something I would never do! Stella thought as she considered her past relationships with men.

Mrs. Blake was pre-occupied with the manila folders that held patient information. It appeared she didn't hear anything Stella had just said. If she did, Mrs. Blake didn't give any indicators.

Stella put back the magazine, when she turned through all the pages. She glanced up to the black circular clock that first read 25 after 3 pm when she came in with her children. It was obvious now... 20 minutes had since passed on the round clock hanging on the wall.

“Is Dr. Grayson...can you check to see if he is finished with his patient Mrs. Blake? It's now 3:45 pm and I was hoping to have our appointment at our scheduled time.”

Mrs. Blake heard her this time.

“Mrs. Snyder, when the doctor is with their patient, there is nothing I can do to interfere with that process. There are many privacy concerns and related matters that can arise if I am to put myself in and intrude upon the doctor-patient relationship. I only do

the paperwork out front here.” Mrs. Blake continued writing in one of the manila folders, than said, “I have checked you in Mrs. Snyder. Your son will be seen. Please don’t be alarmed. Dr. Grayson is a very professional and reputable man.”

Mrs. Blake quickly brought her attention back to the manila folders, after making eye contact with Stella.

“Ewww! Gross. That’s your eye.” Thomas said to Winston.

Thomas had his attention on a poster that was framed and displayed on the white wall behind Mrs. Blake. It was called “Structure of the Eyes” and it had an anatomical display of the eye. It showed the: pupil, lens, vitreous gel, retina and nerve layer, along with the detailed optic nerve lines which went to the brain, and the macula.

Dr. Grayson was just coming out of the corridor that led back into the several white doors, that held behind them rooms for the practice of the office. The doors were each secured by various technological locks and pin-codes. Each door had a different style lock. As a matter of security, the more technical the lock, the more need there was to protect what was inside.

“Mr. Chalk will need the operation briefed on in his file. Please see that he is scheduled for it immediately,” Dr. Grayson directed to Mrs. Blake in a strong, confident voice. Mrs. Blake grasped Chalk’s folder as Dr. Grayson handed to her. She waited for the frail, elderly man as he was putting on his English cap and grey trench coat that he collected off the nearby post. They then had a brief discussion about Dr. Grayson’s finding.

Dr. Grayson introduced himself to Mrs. Snyder: “You must be Stella Snyder?”

Stella had wanted to push forth her irritable mood, from waiting, but Dr. Grayson was charming. And his handsomeness suppressed her innate urge. He was exactly like the photo she saw in the brochure. Her unruly feelings fell like a plane losing engine power.

“Hi, Dr. Grayson. We have been waiting here, my children and I.”

“Which one is Thomas?” Dr. Grayson said as he looked at his file.

Mrs. Blake pricked upward, and for a moment, briefly interrupted her scheduling with Mr. Chalk and immediately cast her finger at Thomas for Dr. Grayson.

“That’s the one... right there! That’s Thomas!” Mr. Chalk became alarmed at the way Mrs. Blake did this, because it seemed as if a wanted criminal was just identified.

“Thank you Mrs. Blake,” Dr. Grayson indicated, calmly dispersing the tension that developed.

Mrs. Blake and Mr. Chalk continued on with their conversation.

“Thomas. Hello. You’re here to get your eyes checked, are you?” Dr. Grayson smoothly put emphasis on the question. “See this chart here, this is what...well we are going to run your eyes through a series of tests. The chart is the first.” The chart pointed at was a series of letters. It was not like the alphabet Thomas knew from the border paper that ran atop the chalkboards in his class at school. It was only a few letters, in rows, and

various sizes. The letters started very big and then got smaller and smaller, until you couldn't see them well any more.

Stella looked at Thomas. Winston was lost in the pages of the magazine he had. "Don't worry hunny, there's nothing to be scared of."

Thomas became a little anxious. But that was largely due to the unfamiliar environment and people. He didn't have a fear for what was ahead of him. He just didn't know what was ahead of him. And that made him excited.

"And see this chart," Dr. Grayson pointed to next. It was the anatomical poster the boys bantered about earlier. "I will be examining the performance and abilities of your eyes. See this, this light orange color here, this is your optic nerve. The optic nerve brings the immediate image you see in your eye and displays it upside down. Did you know you see the world upside down, Thomas?"

"No. My mother says something like that about life: it's all upside down." Thomas broke into a smile and Stella grimaced.

Dr. Grayson didn't pay any attention. He was already in his element. "Yes, your brain actually flips and corrects this image so you see it properly. It's a mysterious phenomenon, quite actually. The pupil, ah!... you have the same colored eyes as I do Thomas...the *iris* is the colored part, which lets light in. Your eyes will get bigger or smaller and adjust to the light, automatically. If you can.... think of a camera lens zooming in and out, that is exactly what I am talking about. And like the camera lens, the lens in your eye brings images into focus. Think when you first wake up in the morning...what do you do?"

"Well I eat breakfast..." Thomas didn't get to finish his line.

“You rub your eyes.... of the sand and goopy grime. You clear your eyes out! Instead of an electronical pulse, well actually there is one...and it’s working with your muscles...and your brain operates what you are seeing and how you are seeing it. As soon as you wake up, your eyes are focusing in and out of reality. This gel here keeps...and maintains the shape of your eyes. There’s lot’s I can teach ya’ about the eye, but come on back and let’s get this examination underway, okay, Thomas?” Dr. Grayson held out his hand as a friendly request for Thomas to head down the corridor.

Thomas looked at his mom and then looked at Winston, who still wasn’t paying any attention to anything going on. He then looked at Dr. Grayson and started to walk towards him.

“We should be 30-45 minutes, Mrs. Snyder.”

“Great! Winston, help come with mom and run some errands. Good luck Thomas!”

With that Dr. Grayson brought Thomas back to his office. The lights there, Thomas saw, could be adjusted in several high and low settings. A digital scale, attached to one of the walls, was responsible for monitoring the light throughout the building. Thomas had never seen anything like it before. It was much different than a normal room.

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A clear, directed voice came back over the phone.

“Mrs. Snyder, I will need my final payment of \$500.”

“What do you mean you need another... \$500... that’s \$1000? I just paid you \$500 this past Friday.

“Mrs. Snyder, the firm of Mittman, Chomp, and Pinford is one of the most dedicated firms in the county...AND state. It is KNOWN for acquiring the BEST settlements that can be had through litigation in the courts. Our SERVICES...” the voice was broken by a cutting tone.

“Look Bill, I understood that...when I was FIRST referred to your firm by my girlfriend, Diana. I have you to thank for that quick settlement ... through the Willister County Court of Common Pleas. But...”

“are not cheap...” Bill continued right from where he left of, even though interrupted. “And I must say, my condolences go out to you for having married an attorney. But business is business. I will need you to make and complete payment by the end of this month.”

“But...”

“The current date is September 9<sup>th</sup>, 1992. That gives you three weeks from today. I will not be billing you ANY MORE after this. UNLESS, of course, you need me for further services... AND Furthermore, this call will be of no charge to you. I thank you. Have a good day!”

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They reached the second door on the right, in the corridor.

Dr. Grayson punched a code into the door’s intricate lock mechanism, as he said:

“Thomas, my head has become much like a beach over the years. It used to be wavy. Now.... it’s just...sandy.”

Thomas thought, perplexed. He saw that Dr. Grayson was missing a lot of hair on his head...until, he understood and erupted with laughter. Dr. Grayson's eyes flickered in pleasure.

"The teachers in school call us *pupils*," Thomas responded back. Dr. Grayson laughed.

"Yes. Of course, but that's because the teachers always have to keep *their eyes on you!*" They both laughed at the point in truth.

The large, sturdy white door opened. Inside it was dim.

"Whoaa, they have this in *Star Wars*," Thomas amazed, when he began to make out the equipment in the back room. Normally, Dr. Grayson took all of his patients to this room first, as he processed them through his series of exams. At least, he did this with new patients. It really had nothing to do with the exams. He just enjoyed seeing the reactions.

"George Lucas must have been an eye doctor!" was just such an outburst Dr. Grayson was working for.

"Ok, try not to get too excited Thomas!" Dr. Grayson warned. "That is a *phoropter*. I will diagnose your eyes when you sit in this chair beneath it. I have a few light settings to go through, with that one. But let me do the first test in the next room, across from us. The *phoropter* is your final test...shall we go?"

They both went out of the room, and Dr. Grayson opened the adjacent door with a tumbler key this time. He then switched on the light inside. The room was empty. It was much like a normal doctor's room for a patient, except the room was wider. There was a sink with a soap dispenser. There was a cabinet below. It appeared locked. Thomas took the silver metal lock bar, he saw in the slot between the cabinet doors, as a sign that it was not open. The room also had the ubiquitous green padded leather table with the tissue paper one sits on waiting for the doctor. Dr. Grayson sat down on a small, green plastic chair. The floor had grey linoleum tiles with black speckles. And then there was the alphabet sign, hanging on the wall, a good 20 feet away.

"See the alphabet sign over there?" Dr. Grayson asked.

"Yes."

"I am going to turn off the lights in this room, and there is just going to be a backlight on the alphabet sign. I will have you cover your left eye and ask for you to read a few letters from each level. And then you will do the same with your other eye. Okay? Got it?"

"Yes."

"Let's begin. Cover your left eye please." The main light went off. The room dimmed. Then, Dr. Grayson switched on a very bright backlight that illuminated the alphabet sign. The room got lighter, but didn't return to its earlier brightness. All of Thomas's focus could be placed on just reading this sign. Thomas wondered if he would need glasses. He did want a pair of his own glasses after all. It would be nice.

Just, how would he get them? he thought to himself.

“Over the battery of tests I am performing, I will be able to tell exactly what kind of problem you may be having with your eyes,” Dr. Grayson announced as he reached for his black clipboard with an evaluation report. He began to fill it out with a blue pen. Thomas quietly read the letters to himself from the backlit eye chart. Dr. Grayson could hear him.

“Hold on, Thomas, I am not ready yet. Please wait for me.” A moment later, the doctor officially began.

“Go!”

“E..., P..., F..., O..., Z..., ...T.”

“Thomas, just read the first line. Please.”

“Oops,” Thomas let out an embarrassed gasp. He was reading all the letters aloud and in no apparent order.

Thomas settled himself into a more confident composure now.

“E...” it was just one big letter.

“Very well, the next two.” Some scribbling was made on the doctor’s clipboard.

“F...P...”

“Now the next, three.”

“T...O...Z.” Thomas was worried. The letters were shrinking in size from small to smaller.

“Continue to the next row.”

“L...P...F...D.” More scribbling followed along, to each letter spoken aloud, on the clipboard. Seeing was getting more difficult.

“The fifth line.”

“P...E...G...F...D.”

“The next one.”

Thomas felt like he was in his choir group at church. Instead of working up his vocal chords, the task was now applied to his eyes.

“E...D...F.....K.....G.....K.....P.” It was taking longer and longer to see the letters. It was apparent to Thomas that it would be impossible to read all the letters correctly.

“Finish with the last letters under the colored line,” bellowed Dr. Grayson as he furthered his scribbling notation. He nodded his head up and down as he followed Thomas’s seeing and speaking.

Thomas was just guessing now. The letters felt miles away.

“G.....F.....L.....H.....F....I.....I really can’t read any of these letters Dr. Grayson.”

“It’s okay Thomas,” the doctor said, as he was finalizing his notes on the clipboard. When he finished, he went on to say, “Thomas, I next will have you repeat the test, but cover your right eye please.”

The test was gone through a second time. After Thomas finished, Dr. Grayson announced he was going to have Thomas evaluated with a *retinoscope*. The device was going to be used to reflect light off of Thomas’s retinas. “It is a special light to be used for your eyes,” the doctor told him.

“Ah-ungh,” Thomas quipped. Not understanding, he still made the reply to the doctor.

“We will now leave this room and go back to the first one we came in.”

“Okay.”

“This next test will allow me to tell if you are far-sighted or near-sighted. The term, for example, if you are diagnosed as being far-sighted would be: *Hyperopia*.”

Thomas considered what the doctor was saying. He knew he could see both near and far. *Maybe I won't need glasses*, he thought. Thomas followed Dr. Grayson out of the room to the next test. Dr. Grayson shut the door, but didn't lock it. There was nothing to worry about as far as valuables went for the room. The other door, on the other hand, was still left open. They went back inside it.

“The strange, mechanical *Star Wars* binoculars over there....that is the *phoropter*. We will be there shortly, that is the last test.”

Thomas was amazed.

“With that instrument I measure the amounts of *refractive error* a patient like yourself may have. A suitable eyeglass prescription can then be made to correct the error.”

The *phoropter* had all types of gauges and bezels. They turned and screwed left and right. There were a series of glasses that came down over the eyeholes. And the sides of the instrument bulged into two cylinders. Each looked like the hopper on an automatic machine gun, carried by an early 20th century Mafioso.

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**S**tella and Winston had finally finished the shopping for the few groceries that were needed by the family. Another expense of \$75 came from that. *Will Thomas need glasses?* Stella kept asking herself. *And what will that amount to?* Stella asked, as she

was thinking about her finances. Her hand placed the receipt from Pinnacle grocery into her purse.

Making their way back, Stella and Winston exited the wagon. They parked in the same spot they had had earlier. At least, the weather had improved. The dark and grey overcast clouds had drifted out of the area. A warm sun was happy and smiling down on them as they got back into The Professional Optician Center.

“Mrs. Snyder, Hello again. If you could come over here for a minute, I want to verify your information,” was the greeting that came from Mrs. Blake.

“Sure,” said Stella. Winston didn’t need any guidance. He was already glued in the same chair as earlier. And was back to his reading.

“Yes, Mrs. Snyder,” Mrs. Blake continued. I see your Freedom Health Care coverage. As per their vision benefit plan, you are allowed an evaluation to determine if glasses are needed or a change in prescription is necessary. A screening evaluation will be given today to Thomas to determine if he has any kind eye disease.”

“Yup.”

“Normally, patients are able to receive vision exams every one or two years, all depending upon the insurance provider. Children are always excellent patients for us!”

Mrs. Blake’s smile seemed contrived.

“How much might it cost, if Thomas needs glasses?”

Mrs. Blake overlooked the question and continued reading her paperwork:

“Patients must use medical insurances to be evaluated for medical eye problems – diabetes, glaucoma, etc. and any other areas where non-refractive problems exist. A more

specific follow-up medical evaluation will be granted if a problem is detected during an exam...What that means, is that if Thomas has..."

"My boys have very good genes. And both of their parents and grandparents have never had...well, except my Aunt, who...makes no difference. Thomas is only 7. This should just be a very simple exam, correct?"

"Yes, but that is in Dr. Grayson's hands. I will continue..."

There was a pause as Mrs. Blake searched for the spot where she had left her reading. When she found it, she continued:

"...your managed care insurance, such as an HMO, will necessitate a referral from your family doctor. This is required. That is, or what this means is, that if there is a medical issue, you will need to speak with your family doctor to record this and have them refer you back to us. Yes, it's a round-about-way of doing things, as I like to say."

Stella rolled her eyes. "Yea, a round-about-way," she muttered.

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"There are many instruments I have and use in my office. The ones I most commonly use will examine you today Thomas."

"Oh yea."

"Yup. But..."

"I bet all of this equipment is expensive?" Thomas exclaimed in interruption.

“Yes, very much so. The *phoropter* is one of my most expensive pieces. But really all of it is. The retinal camera, my *keratometer*, the *auto-refractor*, slit lamp, lensometer, *retinoscope*, direct *ophthalmoscope*, and the tonometer; and lastly, the head gear I will put on, shortly, that’s called a binocular with an indirect ophthalmoscope.” Dr. Grayson spoke passionately of his equipment. It was almost as if he was trying to proselytize a young member of the community into his uncommon profession.

“Direct evaluation of the eye is where you will be sitting in proper posture and I look into your eyes. Indirect evaluation involves your lying with your neck back and resting, while I look into your eyes. Usually eye doctors can assess health the best when a patient is receiving an indirect evaluation. Which one would you like me to do, Thomas?”

Thomas didn’t know what to say. “Umm…” he said while thinking.

“I asked, but you don’t have a choice. I will be performing an indirect assessment. You will be sitting in the same chair I use for my *phoropter* when I do it.

Moment by moment passed in the dimly lit room. It appeared to Thomas that this room was in many ways similar to the “dark room” used by his stepfather Charles for developing photographs.

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It was about 5 pm when Dr. Grayson and Thomas reappeared out in the central office. Mrs. Blake was still working on patient files. Stella got up from where she was sitting. Winston didn’t budge.

“There appears to be problems with Thomas’s visual acuity, Mrs. Snyder. It appears Thomas is ‘far-sighted’ – or, has *hyperopia*. I will mark the lenses he will need for proper refraction. Have you noticed any trouble with Thomas reading? Any family history...?”

“Winston, his older brother, has glasses.”

“There it is then. Although, I must say, I found my evaluation of Thomas’s eyesight to be rather unusual. My assessment was disarrayed in contradiction. I found his eye muscle movement, peripheral vision, and his pupil response to light as be very good.

“The *slit lamp exam*, which is a magnification to review the eyelids, *conjunctiva*, *cornea*, *iris*, and the crystalline lens...there was no problem. There is no issue with him having *glaucoma*.

“Ok.”

“I finally examined him with a *phoropter* and determined the lenses he will need. In discussing the results of my examination and the treatment options...well, the best option is for frames. I can take you over to our showcase to see an appropriate style or brand. How much are you looking to spend?”

“I hope, just a low deductible...if that’s possible,” Stella uttered in a bemusing, yet questioning way. She paused and looked at Thomas, and then asked: “Thomas, will you come over here with Dr. Grayson and I to select some eyeglass frames? We are going to pick out some glasses for you?”

“An eye evaluation can be a very complex matter. Involving a research into the background of one’s personal and family health histories. Young children such as your boys should be reviewed every two years,” Dr. Grayson stoically announced. “*Strabismus*

– crossed eyes or “Cookie Monster” eyes; *Amblyopia* - a lazy eye, *Ptosis* - the drooping of the upper eyelid can all be identified in my office – and the sooner the better.”

“Okay.”

“The refractive errors, like Thomas has been diagnosed with today, are problems all children can have. They will likely be unaware of it, until it is too late.” There was an antsy hesitation in the doctor’s voice before he said, “I would like to ask that you bring your children back every two years until they are 18.”

“Tell me more about *hyperopia*?” Stella inquired. It all seemed like astronomy, to her - something far out and complex. Thomas just stood there beside his mother, listening, and thinking about a character from Sesame Street.

“Well, it’s a defect in the vision. You have difficulty focusing on objects right around you. In the worst cases, you can’t focus your eyes at all. Optical power in the eye must be increased, allowing an image to remain in focus on the retina. This is the reason behind why Thomas has announced that certain images appear blurry to him.”

“Ok. And as far as the population...”

“Nearly 1 in 4 or 25% of the population experiences it. It is not a rare or unusual disease. I’m sure your children have classmates that wear glasses. Wearing glasses should not be a worrying matter. Even I do.” Dr. Grayson foolishly chuckled.

The doctor went on after his comical mien settled. “Thomas wouldn’t have *Presbyopes*, as this is found in the elderly. Causes are typically genetic in the case of *hyperopia*. However, sinus infections, migraines and direct injuries to the eye are other known causes.”

“Well Dr. Grayson what’s wrong with Thomas’s eye?”

“What essentially is happening in the eye, is well, it is either too short or a cornea is too flat, distorting the focal point behind the retina. There are three designations: simple, pathological, and functional.”

The room got quiet, except for Mrs. Blake shuffling through her papers. “Let’s go over the to the eyeglass case on the wall over here, shall we?”

Dr. Grayson began to introduce his customers to his inventory. “The Optical Shop, which sells and distributes our products is managed by a company outside of ours. It’s simply a matter of ethics. They make available for us the superior products we carry. We try to offer the lowest prices and a larger frame selection. We also try to provide contracts with most insurance companies on a deductible basis. In addition, we do our best to keep our store open for more hours than our competitors.” Stella and Dr. Grayson both were looking at the time.

“Our extensive inventory includes over 300 types of eyeglasses which consider budget, style, and quality construction. We have it all, from the traditional to the modern. We can even duplicate your favorite frames. This would allow you to keep them and have a compatible set, for example, as a spare or other functional purpose.”

“Great!” said Stella.

“Also, we can make immediate adjustments and repairs in our store. This is done free and without a service charge. “And here,” as he pats himself quickly “have you seen some of our brochures?” He pulls out a brochure from the inside pocket of his navy blazer. “That’s the general store description, there.”

Dr. Grayson poked out the main points of The Professional Optician Center, as he read them off the brochure.

- **100% Satisfaction Guaranteed**
- **“Price Match” Guarantee**
- **“Best Selection” of top designers of eyewear**
- **“State-of-the-art” quality craftsman**
- **Specialty needs**

Stella and Thomas were ogling all of the glowing cubes displaying the eyeglasses as they listened to Dr. Grayson. The Optical Shop exhibited all types of frame styles. There were so many.

“My wife and I have over twenty years of combined experience in the field,” Dr. Grayson gloated. “You are assured top quality individual attention from both of us, as we are certified opticians.”

Stella grew more apprehensive upon seeing the price tags on some of the frames. “Is this a purchase I have to make now?” she asked Dr. Grayson.

Dr. Grayson considered the question for a moment. “Based on my exam, Thomas is going to need glasses. It is a matter of importance that this is settled today. I can advise you both of the certain frames Thomas can be provided with. The prices are inclusive, by a special we are running right now, with our putting standard corrective lenses in any set of frames.”

“How much can I possibly spend here?” Stella said worried.

“Prices vary, in our store. One can spend anywhere between \$50-750 on frames, in general - depending on quality and customization. The average customer spends around \$200. It depends on the choices you make, really.

“And they are?” Stella inquired.

Well, you can choose an anti-reflective coating on a High Indexed plastic lens. Or, there is the polycarbonate variation, for impact resistance or a more Progressive lenses or a Photo-chromic lens? The choice is yours to make. You can review the store manual, if you wish, as it features and describes in detail all of these matters.”

“That’s all right. Can you just help us make a suitable choice for Thomas?”

Dr. Grayson pointed out a few cubes to Stella that were in her price range. “I don’t know much about the insurance carriers - they are changing yearly - but these ones I have pointed out, are appropriate to the average budget.”

Stella was pensive.

Thomas was getting excited.

“Pick one out, from what Dr. Grayson has shown us, Thomas?” Thomas took a few minutes picking the frames up, holding them, and trying them on.

“Each frame comes with their own case. We will put in the proper convergent lenses needed for Thomas as soon as he makes his choice.”

Thomas wasn’t listening to any of this. He had found his choice already: a pair of black and blue marble-swirl frames. They were mostly visible as blue, so Thomas called them out: “The blue glasses, I want the blue ones!” he said demanding Stella to purchase them.

“Here’s the case for those. And Thomas, let me have them so I can put the lenses you need in them.” Immediately, Thomas put them in Dr. Grayson’s hand. The doctor then rushed to the back corridor. In front of a different door, he punched a code, and the door unlocked. Inside, he abruptly fitted Thomas’s frames with the correct pair of lenses. He came back out and handed them to Thomas.

The total cost was: \$198.95. Stella gasped. However, she adored Thomas so much, that she overlooked the cost. Dr. Grayson smiled. After Mrs. Blake finishing processing the transaction, Stella and her children exited the store.



“I don’t know if either one of you know, but I got into a very terrible accident, on this bridge when your father and I...well, it was before...your father and I were married,” reflected Stella aloud, recalling the memory. She wanted to tell her children about what happened on the Cowley Bridge. The very accident that happened right on the bridge they were crossing, traveling back home to Timmison.

“What happened mother?” said the boys.

Stella changed her mind in telling the story. The past was the past.

The Pharagut River went under the two bridges of Falkville. It went along and through the town. The old locks by the Fink Bridge still rested in place along the river. Two large bridges separated the town into sides. There was the Cowley Bridge that went North and South. And there was the Fink Bridge that went East and West. The bridges, each, were slowly decaying to the wear of time. The “Slinkler Columns” were replaced 60 years ago with newer updated blueprints. The Commissioner recently ruled the bridges would have to be reconstructed in the next few years or else they would pose a danger to the public.

It was just another adaptation, like the newer, more technological, modifications that swept through the town. Updates to bridges, historical preservations, the modifications to houses, reassigning licenses for different uses to older buildings – these were all commonplace activities, as more and more years passed from the steel industry era. The town residents would take it personally. But after awhile, the people settled with their feelings – and forgot even what their passions were, that got them so upset, in the first place. Those too unsettled with the way things changed, got up and left altogether.

When they all finally got back home in Timmison, Stella made another call to Mr. Mittman, her attorney, hoping he would still be at his office. He was.

“Bill.”

“What pleasure can I do for you Stella?”

“I just spent about \$200 for a new pair of eyeglasses for my youngest son Thomas. I want you to contact Mel’s attorney from our divorce to petition for Mel to pay a portion of this cost.”

“Will get on it.”

“Thanks.” The call ended

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September 10, the next day became very exciting for Thomas. He would be bringing with him to Timmison Elementary his new blue eyeglasses. It made him nervous. He wondered what everyone would think at school. *What would Mrs. Taylor do?*

He arrived with Winston around 8:30 am to start school. They both came on a bus ride that lasted 10 minutes. When the bus dropped them off, Winston and Thomas went to their separate classes to start the day. Thomas went to his 2nd grade classroom with Mrs. Taylor. Winston went to his 4th grade classroom with Mr. Ruffles.

The day began. Thomas waited until the class had their silent reading, before lunch, and then brought out his glasses. As he did it ever so carefully, not all of the students saw him take his glasses from his red backpack. It was a good time for Thomas to make the move he felt, because he didn't want to bring too much attention to himself. The four or five students at the desks around him peered over at Thomas.

The students were now seeing someone they never imagined wearing glasses and reading. As Thomas quietly read his book, the other students slowly circulated a quiet chatter about him. In a few minutes, every student now knew that Thomas had glasses and was wearing them during the reading. As with anything positive, there is always a negative. And so just as Thomas was complimented by some of his peers, there were also the annoying noises and gestures:

“Look out at four-eyed Thomas.”

“Those are awesome glasses. Do you see Thomas?”

“Look at Thomas now, what a dork.”

“Looking smart, Thomas!”

“Thomas looks hot!”

Thomas even caught the attention of Katie, who spoke the last line. Apparently, Katie was very impressed when she first noticed Thomas had on his blue and black marble-swirl glasses. Katie’s maroon eyeglasses complemented her brown eyes as she helplessly stared at Thomas. After lunch, Katie even managed to convince Mrs. Taylor that she needed to move seats, to see the chalkboard better. It was an ulterior motive to get that much closer to Thomas, but it worked. Indeed, Thomas’s eyeglasses were putting a powerful affect on many of the people around him in his life. More than he would know.

All in all, the glasses didn’t turn out so badly for Thomas. But this was only the first day. It was an experience for some at Timmison to lose friends over getting eyeglasses, within days.



Wednesday, Thomas and Winston were going to spend with their father Mel. It was party of the custody relationship that their father got to see them on Wednesdays for a short time in the evenings. He also would get to spend time with them every other weekend. Mel usually would drive up to Timmison in his red Ford sedan to spend a few hours in the evening with them. They all would then go out exploring in a park or the local woods. Sometimes they would drive to Falkville to spend time there. They might

even drive to Picolough, but that was normally done only if there was legal work Mel needed to do at his office.

Mel had a habit of eating out in restaurants with his boys on Wednesdays. Usually they ate pizza at Salazano's Pizza Parlor when they were in Timmison. They could also eat Chinese or at some kind of fast food chain selling burgers and fries.

The time usually went fast. Which didn't always make sense to Thomas and Winston. They would spend such a short amount of time with their father, and then there wasn't much they could do in that time together. It was difficult for Thomas and Winston going back and forth continually. But they liked the experiences and change of environment, between Picolough and Timmison.

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Eight days later from when Stella called him, Mr. Mittman sent from his Mittman, Chomp, and Pinford firm a letter addressed to: Will T. Littvin of the Sylver & Littvin firm on 335 South Hill Street in East Willister, Pa 19331. It was dated September 17, 1992 and discussed a "mix up" Stella Snyder had with her insurance carrier and how Mr. Kristoff may have to provide a "monetary contribution" to Stella for Thomas's eyeglasses that were recently purchased.

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In another eight days, Attorney Littvin, upon receiving Attorney Mittman's letter, spoke with Mel Kristoff and updated him about the legal situation. Mel was surprised to learn that Thomas, like Winston needed glasses. Stella had not informed him.

Mel only got to see his children at his house every two weeks on the weekends. Other than that, there were Wednesdays, where he had time in the evening to spend with his boys. When he last visited his children, in Timmison, he didn't hear anything from Thomas or Winston about Thomas's glasses. Nor did he see Thomas with glasses.

So Mel followed up his inquiry with his lawyer, Mr. Littvin. He asked Littvin to request from Mr. Mittman a receipt for the eyeglasses as well as a check on Stella's insurance company for any processed insurance claim. Mel also wanted to see actual verification of the receipt for the purchase of Thomas's eyeglasses. Four days from receiving Attorney Mittman's letter, Mr. Littvin sent a return letter back, inclusive of Mel's questioning.

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It was around 5 pm in the evening on Friday. Thomas and Winston were just getting in to their father's red Ford sedan. Mel was happy to see them. The boys were exhausted from the school week. They were going to spend the weekend in Picolough. Thomas wondered on the ride to Picolough, how his father would react and what he would say to Thomas about his glasses. Thomas had yet to speak to his father about the glasses he got in Falkville.

When they arrived at their father's Victorian house in Picolough, Thomas and Winston got out of the car. Their father opened the front door. It was locked. Thomas and Winston rushed inside to put their things in their rooms. It was a quiet evening for the boys at their father's house.

Winston and Thomas soon sat in the television room downstairs and were going through the channels. Mel never purchased cable, so the boys only had a dozen or so public channels to choose from. There was little entertainment for them. Thomas came to channel 12, the Picolough Public Channel. There was a show that was going on about a male doctor having discussions with an audience. Thomas left the channel on. Winston didn't complain.

"Raise of hands, how many of you wear glasses?" the doctor announced to the audience. He peered out and looked as if he was counting. "That's all of you, really? Some twenty-six hands here, is what I counted. Well... I am here today to talk with you about the human eye... and... a little bit about how your eyes work." The doctor went on and continued to discuss briefly some of the topics he was going to explain to the audience.

Thomas and Winston held an interesting gaze to the television screen. The show felt a bit too much like something adults would be watching, but it had an appeal to them because they both wore glasses. They were curious to see what this doctor was going to talk about. The topics were coming up on a projector screen in yellow text in the room where the doctor and audience were.

The doctor then began speaking about a famous research project.

“There was an optometrist, Dr. Earl Smith from the University of Houston College of Optometry. What he did was come up with a research project that...well, get this...he somehow managed to put *nearsighted* glasses on monkeys.” The audience laughs. “No, really, I am not making this up, he put eyeglasses on real monkeys. I know there may be some optometrists who CALL their clients monkeys...but,”

a larger burst of laughter came out of the audience.

“...what Dr. Smith discovered was that the monkeys adapted to the lenses.” The doctor took some time to settle the composure of the room, then continued:

“In other words, the monkeys BECAME *nearsighted*.”

The audience grew quieter.

“Dr. Smith did the same thing with *farsighted* glasses. And guess what?”

Dr. Smith paused again. He wanted the audience to think about the answer and he waited while walking around the room. Until he gave his response:

“The monkeys became *farsighted*!”

The impact of the research was getting through to the audience.

“What this study showed is that humans can expect to have the same results happen to them.”

The doctor paused again.

“Humans have...we have... nearly identical visual systems to monkeys. And in only a few days or weeks...ladies and gentleman, the same things can happen to us.”

The doctor held his breath.

“Now I’m not here to scare anyone, but wearing glasses or contacts will not treat an eye condition. Anyone who *constantly* - ladies and gentleman - if anyone wears their glasses constantly...they are risking their eyesight.”

The doctor took another breath. The audience was in suspense.

“I’ll say this once and I’ll say it again: you only need to be wearing your glasses for the purpose they were proscribed for. And in short durations.”

Thomas and Winston were intrigued by what the doctor was saying.

Just then, there father came in and interrupted the show. He wanted them to go to bed. The show continued playing...

“Most people, starting when they reach their 40s and 50s will need to have a glass aid of some kind...”

...until their father violently went and turned off the television.

“I want you both up in your rooms. You can watch more television tomorrow. At my house you will do as I say. Now up to bed!”

Thomas and Winston knew they were not in Timmison anymore. They both went up to their rooms.

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The next day, Thomas and Winston got up around 10 am and came down from their rooms to eat breakfast. Mel had prepared a whole breakfast for them. The house was full of the noises and smells coming from the kitchen. Unfortunately, their father didn’t

cook very well. Sometimes their father's cooking was so bad, it was better to starve; but the boys knew that it was difficult for their father to mess up on breakfast.

Both boys went down to the prepared table and started to eat.

"I heard you are wearing glasses now Thomas. Could I ask you to bring them out and show me later? I would like to see them?" Mel inquired to his youngest son.

"Sure, dad. Can I show you after I eat?"

"Yea, eat first."

When Thomas finished eating, he went back up to his room to retrieve his glasses. There, he went through the red backpack he brought with him to his father's house. He searched through it countless times. He patted down the whole inside. Still, his glasses were nowhere to be found. Thomas went back downstairs.

"I don't have my glasses here with me. We have to go back to mom's to get them!"

"Not to worry, Thomas. I have an even better idea. I will take you right to the Picolough Shopping Center and we can get you a whole other pair."

"Mom took me to Falkville to get mine! We have to go back there."

"Thomas, listen, if you want your glasses, I will take you to Picolough to get them, ok?" Mel was finishing his cleaning of the kitchen and putting away things.

"UAhGHhhhhhh!" Thomas whined in frustration.

"Winston, let's go, I need you to come with us. We are going to get Thomas another pair of glasses in Picolough!" Mel shouted upstairs.

“Ok, dad,” Winston said as he came down from his room. “I’m ready to go, just give me a moment.”

Thomas, Winston, and their father left the house in Picolough Valley to drive to the Picolough Shopping Center.

“There it is, the Picolough Eye Store,” said Mel. He parked the red Ford sedan that he was driving in a parking spot that was in front of a large strip of shops and restaurants. Mel and his boys made their way to the shop. It had a giant window that could see into the whole store. Most of the shops were constructed that way on the strip mall.

Mel opened the glass door.

Inside the place was spacious, but it was not as nice as the The Professional Optician Center in Falkville. There was less of a selection here for eyeglasses. A frail, elderly looking man was behind the small counter in the back. There was a gold tag, sitting upright on a pinewood pedestal on the counter. The name on it read: Zeke Williams.

“Hello Zeke,” Mel introduced a greeting. “I’m Mel. I am here for my youngest son, who needs to have reading glasses. His mother just bought him a pair, but he forgot them at her house. We’re divorced. I want to have a pair for my son so he can have them available at my house. Can you help us with that?”

“Hi Mel. I will first need to know your son’s prescription. Do you have that with you?”

“No, I am sorry. I do not have any such prescription with us.”

“Do you at least know where the boy got his glasses?”

“Yes sir, The Professional Optician Center in Falkville.”

“Right. Well, I will need some time here while I look for there number in the telephone book. Please make yourselves comfortable. And hey, you all can sit down in the chairs over there.”

Mel, Winston, and Thomas sat down while Zeke searched the telephone book for the number to call. On finding it in the directory listings, he made the call.

“Hi. Mrs. Blake, I have a Mel...hold on one second?” Zeke covered the speaker of the phone with one hand while he called and pointed out to Mel with his other hand:

“What is your son’s full name?”

“Thomas. Thomas Kristoff!” Mel replied.

“Thomas Kristoff is the name. Could he be a patient of yours? And if he is could you get me the patient’s information on the prescription eyeglasses that were made?”

There was a pause on the line.

“Yes, Yes, Ok I have a pen.” Zeke said, as he then jotted down on an index card Thomas’s prescription information.

“Ok, I got it all down here. Thank you very much Mrs. Blake.” The phone call ended.

Zeke got back to work. “Mr. Kristoff, please allow me to show you some of our frames. Come this way.”

“Mr. Williams, I would like the cheapest frames available. I am not looking to spend a lot of money. This is going to be for my son, who can outgrow them or break them, or any one of a number of things.

“Please Mr. Kristoff, I am only looking to help you. I...here this is probably what will interest you. This is our cheapest pair.” Mel was looking at black frames. The pair of glasses was inexpensive and had a simple design. Mel didn’t allow Thomas to have an option to choose. Thomas became upset. “We will take these! Zeke, sure, these will work,” Mel answered.

“Allow me to put in the proper lenses, and you can pay me after I finish putting them in.” Zeke went away to the back of the store. It didn’t allow access to customers. He came back five minutes later.

“Finished! Let’s check these out at the register now. Oh, and let me not forget the case that comes with it. Here.” Zeke pushed in some buttons over on the register. “Your total will be \$79.65. That’s for everything.”

Mel was content to pay. Thomas was bitter now.

“Come on boys, time to go back home,” Mel excitedly cheered. Thomas didn’t say a single word as he angrily sat in the car ride back to their father’s house. Winston didn’t even notice Thomas’s feelings. He was preoccupied with thinking about what he had been doing in his room before they left. Mel didn’t have any consideration for Thomas.

When they got back to their father’s house, Thomas didn’t feel like doing any reading or any schoolwork with the glasses his father had just purchased. It would have been better in Thomas’s mind if his father would have just given him the \$80 he just

spent so he could go to an arcade; or somewhere other than at his father's house. It became a very unpleasant weekend for Thomas. Soon enough, it was Sunday evening and Stella was coming to Picolough in the blue wagon. It was the happiest Thomas had been since he left Timmison.

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Chryslan College was a beautiful campus. Located in Chryslan, Pa placed it 20 minutes from Timmison. It was usually a happy place. Even the rain had trouble making it dreary. It was also a highly ranked liberal arts college. It was where Mel and Stella had met and married after graduating. Stella was unfortunate in that relationship. But she was fortunate to keep her relationship going with Chryslan.

It led her into her professorship. She first began working as an adjunct in the language department, where her performance and contributions on campus won her onto the associate staff. Although, even as a successful professor, providing for her two children and managing the bills she had to pay for the large suburban home they lived in became difficult.

The expenses waged in: "the squabble about nothing," as she liked to call it, was something akin to Samuel Beckett's *Waiting for Godot*.

Coming into her office, she noticed one of her co-workers had left a note for her to check her mail. It was actually her close friend, Hillary. She read it.

*Hi Stella.*

*Please check your mail.*

*I noticed a letter here from Bill!*

*I hope everything is Ok.*

*How are your children?*

*- Hillary*

Stella shuffled through the mail. There were two notices about Chryslan's fundraising campaign. A few mailers for women's clothing and home furniture. And then there was a letter from her attorney Bill Mittman. She opened it and inside was a yellow, sticky note on a letter:

*Stella,*

*Please call me regarding this letter I have received.*

*- Mr. Littvin.*

Stella unfolded the letter.

---

John Sylver  
Will T. Littvin  
Susan K. McCallister

Law Offices  
***Sylver & Littvin***

335 South Hill Street  
East Willister, PA 19331  
(215) 672-2400

September 29, 1992

Bill Mittman II, Esquire  
241 Church Street  
East Willister, PA 19331

Re: Snyder vs. Kristoff

Dear Bill:

This will acknowledge receipt of your letter of September 17, 1992 in the above matter.

Please set forth, in detail, your client's understanding of the facts surrounding the "mix-up" referenced in your letter.

Also, please provide us with verification that the receipt for Thomas's eyeglasses was first submitted to the insurance carrier.

Very truly yours,

*Will Littvin*

cc: Mel Kristoff, Esquire

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Stella reached for her phone. It would still be too early to reach Bill at his 241 Church Street firm. It upset her how much it would cost for using Bill again, but she had to find a way to get back at Mel. He wasn't going to take full custody of the children from her. Stella organized the mail she had opened on her desk and went down to the faculty lounge. She would call Bill as soon as she had her coffee. She had the number in her permanent memory (215) 621-9234. Of course it was this way, as she didn't take lightly any call that was as expensive as a connection with a call girl. Jeez, even her credit cards, though having high interest rates, had toll-free calling! What did that say about lawyers?

Coming back to her office after making conversation with some of the faces of the Chrysler staff in the lounge, she picked up her green telephone receiver and made the call. Deborah, the secretary answered.

“Hi, is Bill there?”

Deborah had such familiarity with transferring Stella’s voice and calls that her response was second nature. “Good morning Stella. One second, while I’ll patch you in.”

“Thanks.”

The phone clicked and transferred. A smooth voice came over the phone. It was a voice that carried the astuteness of a religious orator, the proprieties of a grammarian, and the legal knowledge of a lawyer.

“Hello Stella. I see you got my mailing.”

“Yes, I did.”

“Well, I wanted to talk with you about what it is you intend to have me do for you. I think it is going to be very difficult to have the courts order Mel to make a payment to you for a \$200 pair of eyeglasses. In addition, to the fact that your insurance carrier appears to have covered up to \$100 on a pair of eyeglasses; and, your Divorce Agreement has stipulations that your husband would or should cover only ‘one-half’ of all uninsured costs, provided there is proper notice. Did you follow the proper notification procedures in these matters when an appointment like this one was scheduled?”

“I did not. But that is not the point!”

“Listen Stella, I want to help you. We can keep the insurance rider covered, but Mel’s attorney Will Littvin is going to pull the rug out from under this.”

“I doubt that.” Stella attempted to sound more assured than she actually was. “Mr. Mittman, please petition a motion for acquiring a payment from Mel towards Thomas’s eyeglasses. Thank you. Your other \$500 check is in the mail. That covers you for the earlier balance.”

“Yes Mrs. Snyder. If you need me for anything else, you know where to reach me. And as you know with my services...”

Stella hung up the phone. She was very familiar with the adage that one has to give a lot to a lawyer to get a little.

~~~~~

Stella had a message waiting for her at her Chrysler office the next day.

She played the recording.

It was Mittman.

“Hello Stella. I have said multiple times to Mr. Littvin that your insurance policy does not and will not reimburse Thomas’s eyeglass expense. It’s just not going to go anywhere with them. They’re not budging from their position. I told you Littvin would spin the wheels...” Stella erased the message.

She didn’t want to hear anymore about it right now. She had two classes to teach and a seminar. There were also two faculty members she expected to speak with today. She had enough on her hands.

~~~~~

It was November 5. Mr. Mittman picked up the phone and dialed a number.

“Hi. I would like to speak with Mr. Littvin.”

He identified himself when he was asked who was calling. A clicking sound made a transfer.

“Mr. Mittman, I was just writing a letter to you earlier in the day about the Eyeglass Rider belonging to Stella. My client, Mel Kristoff and I are in want of documentation cards for Stella’s insurance carrier.”

“Mr. Littvin, you are not understanding. Stella’s new insurance carrier for Thomas did not begin until October 1, 1992. The eyeglasses were purchased prior to this date.”

“Well then Mr. Mittman, I would appreciate seeing the old carrier, to understand what coverage existed for the purchase at that time.

“Your client already knows full well what was and was not covered under the plan then. I will not provide you with a copy of the old carrier plan. That is, unless, Mel pays half of the eyeglass costs and my counsel fees. And if you do not abide by my directions, I will initiate suit.”

“Mr. Mittman, it appears to me you are deceiving my client into paying money he should not have to.”

“I think this conversation is now over. Thank you for your time Mr. Littvin.” Bill had put down his phone.

~~~~~

After the phone conversation with Attorney Mittman, Will Littvin pulled out a letter he was just about to have mailed. He got busy adding additional notation to the bottom of the letter his secretary typed at his dictation, earlier in the day.

Mel would be forwarded with a copy. Looking at the time, he was damned. It was too late for Littvin to take the letter to the postal service. He would have to get it off tomorrow.

Actually, I will hand deliver it to Mr. Mittman myself, he thought.



The next morning Bill Mittman was greeted by Mr. Littvin at the Church Street firm. There the transaction of a simple hand-off of a letter occurred, from Littvin to Mittman. It was another busy day in the legal system of Willister County. There were clients to see, and money was to be had. Mr. Littvin had other litigation to attend to besides the Snyder vs. Kristoff affair, which explained the expediency.

Littvin's appearance came as a stocky man with short and mangled grey hair. He always meant business and strode around in flamboyant power suits. Today he was in a dapper pinstripe, one of his finest.

There were many stories that followed him, but one in particular involved an argument he got into. The details say Littvin attacked an opposing party with his briefcase outside of a courtroom. This is, according to the victim's account. There were no other witnesses to testify to what actually may have occurred. Littvin stated to the police, in a report, that his very own case files are "demonstrably" dangerous to another individual; but he in no way assaulted anyone with his briefcase.

The issue dropped immediately thereafter.

He was a lawyer after all.

~~~~~

Back at his office, Mr. Mittman was opening the envelope from Littvin.

---

John Sylver  
Will T. Littvin  
Susan K. McCallister

Law Offices  
*Sylver & Littvin*

335 South Hill Street  
East Willister, PA 19331  
(215) 672-2400

November 5, 1992

Re: Snyder vs. Kristoff

Dear Bill:

I have enclosed herewith the Eyeglass Rider to your client's insurance policy which provides for reimbursement for frames and lenses. Please explain why you insisted that Stella's carrier did not provide eyeglass coverage when that is clearly not the case.

Please note that before Mel will consider any medical, dental or vision expense for payment of his share thereof, we must first have documentation that that bill has been submitted to Stella's carrier and has been denied.

Finally, please have Stella provide Mel as soon as possible with identification cards for her health insurance for both Winston and Thomas.

Very truly yours,

*Will T. Littvin*

Enc.

P.S.: The above letter was dictated before your telephone conversation to me later in the day in which you advised me that the new plan did not go into effect until October 1, 1992. I asked that you provide me with a copy of Stella's old plan so that we can determine whether the eyeglasses might be covered under that plan. You have advised me that you will not provide me with a copy of that plan because, you maintain, Mel knows what was covered and what was not covered under that plan. You have further indicated that Mel pay his half of the eyeglasses not later than Monday and requested counsel fees. I again ask you to provide us with a copy of Stella's old plan. I make this request because if you initiate suit, we will raise the defense that Mel is responsible to pay his share of those bills not covered by insurance and that there has been no proof presented by your client that this bill is not covered.

**Hand Delivered**

Cc: Mel Kristoff (via fax and first class mail)

---

**FREEDOM HEALTH CARE – VISION PLAN**

***EYEGLOSS RIDER***

**As a Freedom Health Care member, you are able to receive reimbursement for frames and lenses you purchase.**

**All contacts or lenses have to be ordered by participating or authorized ophthalmologists or optometrists.**

**After your purchase, provide your receipt to Freedom Health Care. Amounts are reimbursable up to \$100.00.**

**This reimbursement is limited to once every 2 year period.**

**The following is not covered by this rider:**

- 1. Sunglasses**
- 2. Industrial safety glasses and safety goggles without corrective lenses**

**To obtain a referral for a routine eye exam, please call our Member Services Department during our regular business hours. There is no need to seek a referral from your Primary Care Physician.**

---

Bill eased himself back into his leather chair. His long strands of brown hair were combed to one side of his head. It distinguished himself as a “Prepp.” Prepp’s were elite academics that went through Preppson Daly Boarding - one of the most historical and expensive boarding schools in the country. The chair arched and creaked back into a more obtuse angle. He had finished reading the letter, putting it down on the over-sized calendar that lay on his desk. He felt like smoking a cigar.

It was too early to be that relaxed. His mind suddenly shifted into a poised concentration. His blue eyes went idle. All of his facial features relaxed.

As things were going, he was growing annoyed with what Stella was doing. Or was he? It was all just a business anyway. It was feeling less to him, unemotional, an operation of science. Ah, jurisprudence! What a mess, as long as he could find the pigs to play, he would always own the farm, or more appropriately, one of the largest town homes in Willister. Then there was the shore house down along the New Jersey coast. Lawyers take all, and any client in a legal matter has a lot to give. He was wondering how much money this was going to cost Stella?

He shook his head and the arch in the chair bent upwards into a more acute angle. It wasn't that much of a concern. "Prepps" in Willister County always had clients to pay them. With a new concentration, Bill entered back into pulling apart a cabinet file...indeed, he, like Littvin, also, had other clients and litigation to attend to.

~~~~~

Stella found several messages on her voicemail at Chryslan, when she came in to her office at 8am, the next day. She sat down, sipping her coffee in a silver mug, and listened.

The first message was a campus-wide announcement about an upcoming local election and wanted to make sure people would attend to register and cast their ballot. It was actually a dated message Stella forgot to delete earlier. She deleted it now.

The second message was from a student, Julie Ziegler, who attended one of Stella's classes on the development of grammar.

"Hi Mrs. Snyder, it's Julie Ziegler. I wanted to let you know that I will not be present for your next class as I am attending the fall field hockey tournament hosted by Amden College, over the weekend." Stella made a note of the student. And then recorded an acceptable absence for Julie. A folder was prepared to hold materials Julie would be provided at the following class, after the tournament.

The fourth message was from Charles, her husband.

"Hi love. Winston and Thomas are going to their father's house this weekend. Do you want to do anything special for the both of us? See a movie? Go out to eat? Bed-and-breakfast? Let me know, one way or the other, so I...we can make plans to do something."

Stella was touched. She had been absent from her emotional life with Charles. She was so caught up in the binding matters of the law and work. That barely was there any time available to spend with Thomas and Winston.

The final message came from Mittman.

"Stella what do you want me to do with this case? Would you like to move forward with filing suit against Mel over the reimbursement of Thomas's eyeglasses? I can arrange for it to happen Monday. Help me..." Stella pushed the erase button without delay. Mittman knew what to do. She wasn't going to do anything more.

~~~~~

That same day another letter had come in to the Mittman, Chomp, and Pinford firm from Will T. Littvin of the Law Offices of Sylver & Littvin. It was addressed to Bill Mittman II.

Bill opened the letter. It was one of many that day. Business as usual.

---

John Sylver  
Will T. Littvin  
Susan K. McCallister

Law Offices  
***Sylver & Littvin***

335 South Hill Street  
East Willister, PA 19331  
(215) 672-2400

November 6, 1992

Bill Mittman II, Esquire  
241 Church Street  
East Willister, PA 19331

Re: Snyder vs. Kristoff

Dear Bill:

I have again had an opportunity to speak to Mel regarding your claim for reimbursement for the eyeglasses. When we first maintained that this expense should be covered by the insurance carrier, you referenced us to the insurance policy provided earlier. When we pointed out to you that that policy has eyeglass coverage, then and only then did you maintain that the policy did not go into effect until October 1, 1992. Without some documentation as to the effective date of the new policy, we cannot accept your client's assertions in this regard. Furthermore, we still insist on seeing the old policy to confirm that eyeglass coverage was not included thereunder.

Please note, as well, that any offers Mel has made to pay half of the eyeglass bill has been made without prejudice to his rights under paragraph 19 – of the agreement of June 21, 1989. That paragraph, as you are probably aware, does not include vision care. It

does make clear, however, that Mel is only responsible for unreimbursed expenses and it is clear that the burden lies with you to establish that.

Very truly yours,  
*Will T. Littvin*

cc: Mel Kristoff, Esq.

---

Mittman knew what to do and was going to do it. However, first things first: the easiest tasks, the clients that paid more, and *then* Mrs. Snyder.

After finishing his priorities, Bill then made a call. He got on the line with Mrs. Snyder, reaching her at home, later that evening. Stella answered. The children were already in bed.

“Hello?”

“Mrs. Snyder, we need to talk briefly. I am wanting to follow up a letter I received today from Attorney Littvin. Will is adamantly desiring any insurance brochure or riders you may have available.”

“Write your letter and submit my past insurance carrier brochure I used by way of Chryslan College last year to Mr. Littvin. You have a copy.” Stella replied.

“I can do that. I suppose I was making this call, more for your permission to do so. I will place it in my letter to go out on the 9<sup>th</sup> to Mr. Littvin. That’s in three days!”

“Mr. Mittman, I will go now. I want to have some time left to spend with my husband Charles. We both have been very busy and have had little time for one another.”

“Rest assured, I won’t submit the current insurance carrier group plan, Mrs. Snyder. And I will mail this letter out in no time.”

~~~~~

Three days had passed. Then Attorney Bill Mittman had sent out his letter to Attorney Will Littvin. Littvin received the letter written by Mittman at Sylver & Littvin. He looked it over a few times. And two days later he dictated to Susan McCallister, the secretary of the firm, his thoughts. They were nothing new. The letter was going to be redundant of what he had already been asking of Mr. Mittman. He then went to hand deliver it to Mr. Mittman himself.

John Sylver
Will T. Littvin
Susan K. McCallister

Law Offices
Sylver & Littvin

335 South Hill Street
East Willister, PA 19331
(215) 672-2400

November 11, 1992

Bill Mittman II, Esquire
241 Church Street
East Willister, PA 19331

Re: Snyder vs. Kristoff

Dear Bill:

Thank you for your letter of November 9, 1992, which enclosed the brochure for the group plan for Mrs. Snyder's last academic year.

That brochure itself notes that its effective date is September 1st (i.e. the approximate beginning of the Chrysler College academic year). Accordingly, and as I have earlier requested from you, please provide the declaration page or similar documentation for this year's current group plan for Mrs. Snyder showing the effective date of the policy. This documentation is simple, readily obtainable (indeed, Mrs. Snyder should already have this in her possession), and will resolve whether the eyeglasses for Thomas Kristoff are covered under the current plan.

Once there is some documentary proof that the claim for eyeglasses is unreimbursed to Stella under the present plan, Mr. Kristoff will submit same to his plan, too. If it is paid, then that should be the end of the matter. If it is denied, then Mr. Kristoff has agreed to pay half of the reasonable amount of the eyeglass bill – even though our position is that he is not obligated to pay anything on the eyeglasses and we are not waiving that position.

Of course, I assume that Mrs. Snyder also agrees to be bound by this position. Therefore, I assume, unless I hear from you to the contrary in writing, that you and your client agree to be responsible for half of any unreimbursed eyeglass expenses, too.

Please, also, stop threatening suit under circumstances where Mrs. Snyder has not complied with her conditions precedent under the Agreement and where we have been given misinformation regarding the coverage afforded by her insurance.

Very truly yours,
Will T. Littvin

Hand Delivered

cc: Mel Kristoff, Esquire

~~~~~

One week later from Littvin's delivery of the letter, the phone rang unusually early in the morning at the Snyder residence in Timmison. It was the 18<sup>th</sup> of November. Attorney Mittman was calling.

“Stella, Bill Mittman, I will need you to come over to the firm today. The petition is completed. I want to now file suit as planned, for Monday.”

“Bill it’s very early to be calling the house. Could this not have waited?”

“I’m sorry Stella, but I needed to get the matter of importance through to you.”

“Bill, I will come over to your office today around 3:45 pm. I finish teaching at Chrylsan around 3 pm. I expect that performing a signature on the verification form will not take long?”

“Oh, about 10 minutes of your time, Stella! And I can answer any of your questions you may have on the Petition against Mel.”

“Bye, Bill.”

Stella hung up her home phone.

~~~~~

After Stella made lunches for Thomas and Winston to take to school. She left in her wagon, to Chrylsan. Charles would get her children up and off to school for the bus. He started work later at the PNC Bank Company.

Mr. Mittman’s office would take Stella 45 minutes to arrive there, just as she planned. When her last class at Chrylsan: Roots of Humanity, finished, Stella made her way directly to the campus parking lot and left for Bill’s firm in Willister. On arrival, she parked her car in the parking complex nearby. The first 30 minutes of parking was free. The parking complex served a number of businesses in Willister. The city it self was continually developing. And Willister University hosted a number of undergraduate

students, some 6,000. Stella's eyes caught the modest brick building next to the Willister Library on Church Street. The firm was inside it and Bill's office was on the second floor. She hurriedly rushed over, her heels clicking on the macadam.

"Hi Bill," Stella said as she made the first greeting. Deborah greeted her at the entrance of the 2nd floor. Bill was already expecting Stella, so there was no need for her to wait in the lounge. Stella's green eyes appeared hopeful. *This was only going to take 10 minutes* she thought hurriedly, as she made her way to Bill's office. Upon entering, the smell of Bill's freshly laundered suit, musky legal books, and cigar smoke – permeated the room.

"Welcome Stella, make yourself comfortable."

"Let's get started. You have the Verification form?"

"Yes, I do. And the Petition to Enforce the Divorce Agreement is in accordance with the reimbursement request against Mel Kristoff. It has been created pursuant to 23 Pa. C.S.A. 3105 (a). There are eleven sections it is comprised of. Even if the costs you are paying for my services render a loss for you, the loss is still greater for Mel. Littvin will spend several hours longer than I have needed to come up with the appropriate citations - in the Answer along with any Counter-Petition. It would make more sense for Mel to simply provide half of the payment to you as I have been requesting."

"We're all just holding on to our ground. And perverse incentives like this here enable the law to be used wrongly and rightly."

"Indeed, a double-edged sword. Sharp. Painful. Cutting! Just, careful, in the wielding."

“It’s a big bite back at Mel for his own game-playing when our divorce happened a few years ago. Beating a lawyer at his own games can be *very* satisfying.”

“Absolutely! Here is the verification I need you to sign. Here you are.” The page was turned over to Stella who signed it.

Verification

I verify that the facts set forth in the foregoing Petition 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. Sec. 4904, relating to unsworn falsification to authorities.

Date: 11/18/92

Stella A. Snyder

“And here is a copy, Stella, of the Petition. It’s for you to keep and review.”

Bill Mittman II, Esquire
Attorney I.D. No. 16721
241 Church Street
East Willister, Pa. 19331
(215) 621-9234
Counsel for Plaintiff

Stella A. Snyder
Plaintiff

v.

Mel F. Kristoff
Defendant

Court of Common Pleas
Willister County, Pennsylvania

Case No. 88 - 04845
In Divorce

PETITION TO ENFORCE AGREEMENT

PURSUANT TO 23 Pa.C.S.A. 3105 (a)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Stella A. Snyder, by and through her counsel, respectfully represents that:

1. She is an adult individual who currently resides at 341 Meadowbrook Lane, Timmison, Pennsylvania.
2. The defendant, Mel F. Kristoff, is an adult individual who currently resides at Picolough Park Place, Box 671, Picolough, Pennsylvania.
3. Plaintiff and defendant are the natural parents of two minor children, vis a vis, Thomas Kristoff, born January 22, 1985 and Winston Kristoff, born May 26, 1983.
4. On or about July 21, 1989, this Court entered a Decree of Divorce divorcing plaintiff from defendant. The Decree incorporated a certain Settlement Agreement hereinafter referred to. A copy of the aforesaid Decree is attached hereto and marked "Exhibit P-1".
5. On or about June 28, 1989, plaintiff and defendant entered into a written settlement Agreement. A copy of the aforesaid Agreement is attached hereto and marked "Exhibit P-2".
6. Paragraph 19 of the aforesaid Agreement provides as follows:

"Children's Insurance. Both parties shall continue to provide medical insurance coverage for the two minor children. Each party shall advise the

other in advance of any non-emergency medical, dental or surgical appointment of the children. Each party shall pay one-half of any reasonable, unreimbursed medical, dental (excluding orthodontics) or surgical expenses. In the event one spouse fails to notify the other spouse of a pending medical appointment that is characterized as non-emergency situation, then the party failing to give notice shall bear the full financial responsibility for the cost of that visit. Before either party can be held responsible for one-half of any orthodontics, the parties shall consult and agree on a treatment plan and Dentist.”

7. On or about September 9, 1992, the parties’ son, Thomas, was examined by an eye doctor who concluded that Thomas needed glasses. The defendant received prior notice of the appointment.
8. On or about September 9, 1992 the plaintiff purchased on pair of glasses for Thomas pursuant to the suggestion of the eye doctor. The total cost of the glasses was \$198.95. The amount of the bill is fair and reasonable.
9. The aforesaid eye glass expense is not a reimbursable expense under plaintiff’s health insurance coverage in effect on September, 1992. The plaintiff believes and therefore avers that such expense is not a reimbursable expense under defendant’s health insurance coverage.
10. Plaintiff has paid the eye glass bill and has requested the defendant to reimburse her for one-half (1/2) of the cost, but the defendant to date has refused to do so.
11. Plaintiff believes and therefore avers that defendant is willfully breaching the aforesaid Agreement, and is consequently liable for all of the plaintiff’s

reasonable attorney's fees and court costs pursuant to paragraph 35 of the Agreement.

WHEREFORE, Plaintiff prays your Honorable Court to issue a Rule upon Defendant to show cause, if any there be, why this Court should not Order the Defendant to reimburse the Plaintiff forthwith, or suffer punishment for contempt.

Respectfully Submitted,

Bill Mittman II, Esquire
Attorney for Plaintiff

Stella was delighted! But became alarmed that she was still being billed for her time. *Only 10 minutes.* After signing she was adamant on leaving. Bill wanted to keep her talking, but what needed to be done had been done. The Petition was now going to be put on its way through the Willister County Court of Common Pleas.

“Bill, it was nice seeing you. Please keep me informed on the Petition.”

“Have a good day Mrs. Snyder.”

~~~~~

A lot had already been accomplished. Or so it had seemed. It was now into late November. Stella had just gotten home from working at Chrysler when Charles opened the door to greet her with his tall cheerful pose and brown eyes. He then indicated to her

that Bill had called a few minutes ago. He wanted to speak with her when she got in.  
Charles, after relaying the message, made it a point to stay out of the situation.

Stella went to the house phone in the kitchen to make the return call.

“Hi Deborah, put me through to Mr. Mittman.”

“Sure,” Deborah answered without having to say anything more.

“Greetings Mrs. Snyder. As it’s been known our litigation is continuing to make its way through the Willister County Court of Common Pleas. The Special Relief petition we have put together for Mel’s alleged failure to pay for half of Thomas’s eyeglass costs is docketed.”

“Great!”

“But Littvin has gone and done it. He’s going to file for Mel a countersuit petition. I just got the letter today.”

Bill was reviewing the letter again as he was talking. He then read it to Stella.

---

John Sylver  
Will T. Littvin  
Susan K. McCallister

Law Offices  
***Sylver & Littvin***

335 South Hill Street  
East Willister, PA 19331  
(215) 672-2400

November 19, 1992

Bill Mittman II, Esquire  
241 Church Street  
East Willister, PA 19331

Re: Snyder vs. Kristoff

Dear Bill:

This will confirm our telephone conversation of earlier this week at which time you advised me that you were filing a Petition for Special Relief on behalf of Mrs. Snyder regarding my client’s alleged failure to pay his share of the eyeglasses.

Bill, I have repeatedly advised you that this entire issue could be settle by providing us with a copy of the declarations page for the policy. You have told me that the policy which has eyeglass coverage did not go into effect until October 1, 1992 when our information appears to be to the contrary. This entire problem, and this litigation, would not be necessary if your client would provide us with this one document within her control.

Rest assured that I will file an appropriate response to your Petition together with a Counter-Petition for counsel fees by reason of your client's unreasonable refusal to provide the requested documentation.

Very truly yours,

*Will T. Littvin*

**Hand Delivered**

cc: Mel Kristoff, Esquire

---

After Bill was finished reading, Stella made a response.

“What else would you have expected Mel to do? He clearly has the money to burn. And will do whatever he wants with it, as it pleases him.”

“Yes Stella. It is most unfortunate. Especially that you two need myself and Littvin to settle a matter as adults – and furthermore, I am, and we are, all acting out our deviations that will in no way even settle this matter.”

“Takes a loss to get the win in this kind of game,” Stella muttered through the speaker.

“Cash, check, or credit card? I will settle our matters of billing by mailing out an invoice to you tomorrow. Please take care of that when it arrives.”

“You know I will Bill. Gotta’ go!”

“Bye-bye.”

~~~~~

Five days later, another letter from Mr. Mittman showed up at Chryslan on Stella’s desk. She preferred communication this way. The calls at home could be difficult to discuss and disruptive. It saved the trouble of Winston and Thomas (should they hear it) from thinking more about a matter that involved them. It was even on a deeper, more personal level for her. They would never have the understanding at their age they would need to clearly see the issues. The issues of her past and how they flooded down into this present swamp and muck.

Stella opened the letter with the large metal Chryslan College envelope opener on her desk. It had a Blue, white and gold emblem - the colors of her *alma mater*.

Bill Mittman II, Esquire
Attorney I.D. No. 16721
241 Church Street
East Willister, Pa. 19331
(215) 621-9234
Counsel for Plaintiff

Stella A. Snyder
Plaintiff

v.

Mel F. Kristoff
Defendant

Court of Common Pleas
Willister County, Pennsylvania

Case No. 88 - 04845
In Divorce

AND NOW, to wit this 23rd day of November, 1992, upon consideration of the Petition attached hereto, a Rule is issued upon Defendant to show cause, if any there be, why the Defendant should not be Ordered to reimburse the Plaintiff forthwith for eyeglass expenses, or suffer punishment for contempt.

Rule Returnable – DECEMBER 14, 1992

HEARING TO BE SCHEDULED AT THE REQUEST OF OTHER PARTY

BY THE COURT:
per curiam

Stella was in rapture, but was uncertain about what was going to happen. *Would there automatically be a trial now? Would it have six people on the jury?* Stella was wondering where this legal matter was going. *What was happening?* It appeared things were getting out of control. *Was this necessary...and over eyeglasses?* She started to think how expensive this could get for her. Quickly, she got on the phone. She needed answers.

But Bill was not available, Deborah informed her.

Stella then became frustrated.

Deborah forwarded her to Bill's voicemail.

Stella left a message:

“Bill, I had a few questions for you. I got your letter about Willister Court petitioning the Defendant with a Rule to show cause. Is this going to go to a trial? I can’t afford to continue with your legal services if this is going to any more expensive. I’m worried. How much longer will this go on for? It’s almost December. We’ve been at...” (‘Beeeeeeep!’ The recording had ended before Stella finished) “...this for three months now.”

Stella hung up. She didn’t bother to call back.

~~~~~

Stella took off that Friday. She ran a number of errands, taking care of herself and making sure she had gotten the groceries that were needed. When Thomas and Winston came home from school they could tell something was unusual about their mother.

“Hi guys!”

“Hi mom.”

“I wanted to tell you both that I have a surprise for you this weekend.” Thomas and Winston looked at each other. They were already surprised. “I need you both to be downstairs in the family room by noon tomorrow.

~~~~~

Noon, the next day, Stella found the VHS cassette tape that had been waiting in her purse. She put it into the receiver that was connected to their small television set. A few black diagonal lines trailed down the screen. The tape was playing. Hal Castoff, M.D. and J.D appeared in yellow text on the screen. Dressed in a white medical lab coat over a tweed suit, a short curly grey-haired man introduced himself.

“Hi. I am Hal Castoff.”

Stella called upstairs for her children to come down and watch the video. “I ask you boys to be down here at noon-time!” “Winston?! Thomas?!” she screamed.

Pounding feet were heard on the floor above, from each of their rooms. There then was the trampling down the stairs and...

“Here mom!” both children exclaimed as they came excitedly to the family room. They quickly sat on the sofa with their mother. They wondered what was on the television. What was the surprise? The tape was playing as Stella informed them over it that she wanted the boys to watch this video to learn more about the process of why they lived with her and not their father, Mel. Hal Castoff was still talking on the screen.

“The right of the parent to make decisions for their children...and providing the duty of care, this is what is largely earned in a custody battle. A court of law will use the standard of what is in the “best interests of the child” and apply it in deciding who has custody.”

“See boys, this is why you are with your mom. The court decided what is best for you, and that was being with me.”

Winston and Thomas looked at each other and made a face. They largely came down to avoid their mother’s screaming. And what would have been an eventual

punishment of some kind had they not. They weren't as enthusiastic about watching the tape as she was. However, they stayed put.

“Who has and maintains the home for the children is a frequent dispute in the courts. Time and the frequency of contact is a very upsetting matter to parents, who then become disappointed in how the courts dispose of time children spend with them. The states vary, but in most states the litigation can be endless, even after the divorce, and sometimes it can continue until the children are recognized adults or the age of 18!”

“That’s an understatement,” Stella sarcastically commented.

“The disputes in a court of law can be very harsh, time consuming, and expensive.”

“And another one,” Stella emphasized.

“Brainwashing, parental alienation syndrome, sabotage and manipulation are all very common behaviors exhibited by parents in and amongst their family during custody battles.”

Thomas spoke suddenly. “Dad says that. You always brainwash us mom. The shampoo only goes to our hair I tell him.”

Winston retaliated a response. “No, stupid. Brainwashing is done to prisoners in wars and stuff. The one side tries to convert the other’s people to take their side,”

Winston and Thomas were irritating one another now. “Just watch the movie and be quiet,” Stella lashed out at the boys.

“In the past, some parents would be disputing custody in a variety of courts. Parents would separate and be living in different states. This led to inevitable wins for

one parent over the other because of the time, expense and distance involved to travel to this other court.”

“Dear Lord!” uttered Stella. “I am so happy your father and I live in the same state. I guess it really always can be worse?”

Hal continued. “This was the reason for The *Uniform Child Custody Jurisdiction and Enforcement Act*. This act enabled family law courts to have sole jurisdiction based on where the home state was located. With one parent in New York and another in Pennsylvania, for example, the *de facto* state for legal jurisdiction was the one where the children spent the majority of their time. It’s unbelievable, but another truth to tell, that custody battles don’t just end at the divorce. Rather, the end is just the beginning.”

“Now, going back to the court’s decisions. There are a variety of custody positions a court can grant. One is sole physical custody. This is where the children live with one parent, who is said to be the custodial parent, whereas the other parent is non-custodial. However the latter may have visitation rights with their children.”

“Joint legal custody is where both parents have an equal ability in accessing: educational, health, and other records, to make decisions regarding the welfare of the child or children. Joint physical custody, is shared according to a court-ordered decision and scheduling. Some courts call this the parenting schedule.”

“When a court makes a child-custody determination – this means a judgment, decree, or order has been granted for providing legal custody, physical custody, and/or visitation with the child or children. There are a variety of bases: permanent, temporary, initial, and modified orders.” Hal paused and drank from a glass of water at the desk he was talking from. He spoke again when the glass was put down.

“Where the child will live with only one of the parents, sole physical custody is ordered.”

“That’s what I got over you both, sole physical custody,” Stella declared.

Thomas and Winston thought *soul* custody.

“In that case the parent which has the children living with them is the custodial parent. The other parent is the non-custodial parent.”

“If you want to learn more about common solutions to custody battles, stay tuned for the next part. I will be introducing you to a few colleagues and families that will introduce themselves to you.”

“That’s it boys. I am so proud of your patience you showed me in sitting through the video.”

“Some surprise that was!” whispered Thomas to Winston.

“You both can go back to what you were doing. The rest of the day is all yours. Thanks!”



December had come to Timmison. And winter months were always very cold and unpleasant. The temperatures had steadily dropped each day since September. When Stella got to Chryslan College, it was dazzling. It looked like the inside of a snow-globe, with the snowing flakes that scattered all over the campus trees and architecture. The

occasional aesthetic qualities made up for the damning polar months. There was a light 1-inch layer of snow that came down in the early morning hours. School was cancelled for Winston and Thomas.

At her office Stella found a number of messages were awaiting her. One of them was from Attorney Mittman.

She pressed the *play* button:

“Stella, it’s December 8th. I have just received another letter. Littvin is going to counter-petition in the next day or so. You should have the letter there, it was faxed to your secretary’s number. Please don’t worry - I have got you taken care of. We’ll keep having Mel spend his money in one-way or another. I will go now. Talk more with you later.”

Stella let the message finish playing out this time. She needed to understand what was going on.

The message was dated from yesterday. Bill could’ve done a better job reaching her. Then Stella remembered her earlier communication to Bill about calling her at home. That was most likely what created the situation.

The letter should be here, Stella thought.

Stella began to consider to herself how lawyers became the kind of people they were, as she made her way to the fax machine. *I imagine they all went through some kind of hell – and to think you can make a profession on someone else’s misery? That’s what crooks and burglars do.*

Arriving in the secretary's office cubicle, Stella found the fax machine and saw the letter from Mr. Mittman. She plucked off the cover page. It was a good thing the snow came, as it delayed work. It was even better that no one stayed at work late the other night. They could have seen the fax.

Hillary was the only one at Chrysler who knew about Stella's legal matters with Mel.

John Sylver
Will T. Littvin
Susan K. McCallister

Law Offices
Sylver & Littvin

335 South Hill Street
East Willister, PA 19331
(215) 672-2400

December 8, 1992

Bill Mittman II, Esquire
241 Church Street
East Willister, PA 19331

Re: Snyder vs. Kristoff

Dear Bill:

This will acknowledge receipt of your Petition in the above matter.

We **again** request proof that the eyeglass bill is, in fact, not covered by insurance. This proof would include evidence that the eyeglass rider was not in effect in September 1992 and would also include proof that you have submitted this claim to your client's insurance company and that same has been rejected.

If these proofs are presented, and Mel then presents the claim to his company and same is rejected, I am sure that Mel will have no problems making payment of one-half the bill, without prejudice to our position that the Agreement does not include vision care.

Please advise.

Very truly yours,

cc: Mel Kristoff, Esquire

How long could this go on for? Stella contemplated. The legal dispute was becoming more than she ever imagined it to be. *Why wouldn't Mel just pay up the money?*

As if by trance, Stella was pulled to the phone again to talk with Mr. Mittman.

A phone rang at the Mittman, Chomp, and Pinford law firm.

“Hello.”

“Mr. Mittman, please!”

It sounded like someone Stella hadn't heard before. There was a “click” sound.

“Hi, is this Stella Snyder?”

“Yes it is. Mr. Mittman?”

“Live and talking. I take it you got my letter.”

“Yes.”

“Well, the game plan is this: we're not going to provide Mel and Littvin with any current proof of insurance. I told Littvin how he would get that. The only way that any proof of insurance would be provided to Mel would come out, second, to his, first, providing the payment we've been asking for since September.”

“Right.”

“Thomas's eyeglasses were expensive to you Stella, that I know.”

“Yes Bill. That's why it's insulting that Mel goes out and pays the nearly \$100.00 we've asked of him on another pair of glasses for Thomas when the children went over to

visit him in September. It's mind-boggling how much he's spending on an attorney just to keep to his own sake."

"As our strategy goes, we can't hand over any proof of insurance. If we were to hand over the proof they are looking for, they would have us, Stella; and this matter would be dropped off the court dockets. With our strategy we keep them and this case running on the dockets!"

~~~~~

It was December 12 and Mel Kristoff was getting a phone call. He answered

"Mel, I'm going to need you to come to the office." It was Will T. Littvin.

"I'm kind of busy here, Will."

"Mel, I need you to take care of the Verification you need to sign for our Answer and Counter-Petition in response to Stella's Petition with Mr. Mittman."

"Can you just fax it? I am handling a lot of litigation right now myself. I would lose more time if I were to just spend it traveling to your office."

"Which one do you want me to fax?"

"The Verification, Will! That's what you needed me to sign."

"Ok, Mel, I'll fax..it...right now, actually. Sign it. Then fax it back. We just need to get it on the dockets quickly. Time is of the essence..."

"Sure, Mr. Littvin."

The fax machine at Mel's small corner office in the Picolough Valley beeped and was registering and printing the Verification form. When the fax finished, Mel looked at the form, and then marked his signature on the form. He then faxed it back to Littvin.

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**Verification**

I verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

*Mel F. Kristoff*

Date: 12/12/92

Defendant

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Mel Kristoff wasn't even concerned about the costs involved. He smirked and grimaced.

*So long as the money Stella was asking for was not provided to her.*

*Unless, of course it was court ordered,* he thought.

~~~~~

Mr. Littvin submitted Mel Kristoff's Answer to the Petition of Stella A. Snyder.

A Counter-Petition was also filed that same day, once he had received Mel Kristoff's verification.

Sylver & Littvin
By: Will T. Littvin, Esquire
Attorney I.D. No. 17253
335 South Hill Street
East Willister, PA 19331
(215) 672-2400

Stella A. Snyder,
Plaintiff
v.
Mel F. Kristoff,
Defendant

IN THE COURT OF COMMON
PLEAS
WILLISTER COUNTY,
PENNSYLVANIA
NO. 88-04845
IN DIVORCE

ANSWER TO PETITION TO ENFORCE AGREEMENT

AND

COUNTER-PETITION

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part; denied as stated. It is admitted that this Court entered a Decree of Divorce on or about July 21, 1989. It is specifically denied, however, that the Settlement Agreement attached by Bill Mittman II., Esquire to his client's Petition is the final and complete Settlement Agreement signed by the parties. To the contrary, there were handwritten modifications and supplementations to the Settlement Agreement, which were signed by both parties in the presence of Mr. Mittman, but were not included in Exhibit "P-1."
5. Admitted in part; denied in stated. The averments of the preceding paragraph are incorporated herein by reference.

6. Admitted. By way of further answer, however, the parties have, from the inception of their Agreement, established a custom and practice in implementing their Agreement that:

- a) The party scheduling the boys' medical, dental, or surgical appointment submits the claim to his or her respective insurance carrier;
- b) If that carrier pays the claim, then the matter is resolved;
- c) If that carrier does not pay the claim, then that party submits the proof of denial along with the bill to the other party, who then repeats the process; and
- d) The cost of any unreimbursed bill is thereafter split between the parties.

This procedure was agreed to by Mr. Mittman, Mrs. Snyder, Mr. Kristoff and this then counsel. Mr. Mittman and Mrs. Snyder have, at Mr. Kristoff's request, followed this procedure for more than three years without complaint or protest.

7. Admitted. By way of further answer, Mrs. Snyder "notified" Mr. Kristoff less than a week prior to the appointment, although she had knowledge of the need for this appointment for over two and a half months and had scheduled some over one and a half months earlier.

8. Denied. Mrs. Snyder, not Thomas, selected one of the most expensive set of eyeglasses for Thomas. The particular pair of eyeglasses selected by Mrs. Snyder was not made pursuant to the suggestion of the eye doctor. Mrs. Snyder prevented Thomas from taking his eyeglasses to his Father's home, thereby preventing Thomas from reading with

his Father. As a result, Mr. Kristoff was forced to purchase a second pair of eyeglasses which Thomas selected in November. This pair of eyeglasses, as well as a case, cost less than \$80.00. Mr. Kristoff has not sought reimbursement for this pair of eyeglasses from Mrs. Snyder because, inter alia, eye care or vision expenses are not covered as part of the parties' Separation Agreement. The remaining averments of Mrs. Snyder's paragraph are denied since Respondent, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of these averments.

9. Denied. After reasonable investigation, Respondent is without knowledge or information sufficient to form a belief as to the truth of the averments of this paragraph, and proof thereof is demanded, if relevant. By way of further answer, however, both Mr. Kristoff and his counsel have repeatedly requested proof from Mrs. Snyder and Mr. Mittman that the claimed eyeglass expense has not been reimbursed by Mrs. Snyder's carrier or is not a reimbursable expense under her medical insurance policy. Mr. Kristoff and his counsel have requested this information, proof and an insurance company denial form from Mrs. Snyder and Mr. Mittman by inter alia, letters dated:

- a) September 29, 1992 to Mr. Mittman;
- b) November 5, 1992 to Mr. Mittman
- c) November 6, 1992 to Mr. Mittman
- d) November 11, 1992 to Mr. Mittman
- e) November 19, 1992 to Mr. Mittman; and
- f) December 8, 1992 to Mr. Mittman

copies of which are attached and incorporated herein by reference at Exhibits A, C, D, E, F, and G respectively. Both Mrs. Snyder and Mr. Mittman have steadfastly refused to provide to Mr. Kristoff or his counsel:

- a) the Declaration Page from Mrs. Snyder's current policy demonstrating that the policy (which has an eyeglass rider) was not in effect as of September 1, 1992; or
- b) a denial form from Mrs. Snyder's carrier for the policy apparently in force since September 1, 1992; or
- c) an application claim form completed by Mrs. Snyder to either the current or predecessor carrier; or
- d) any other documentation whatsoever indicating that Mrs. Snyder has submitted the claim for the eyeglasses to her present carrier has not paid for same, or that either her past or present carrier will not pay for same.

Mrs. Snyder and Mr. Mittman are filing this Petition merely to "roil the waters" in an attempt to defeat Mr. Kristoff's effort to obtain more time with, and shared custody of, his children.

10. Admitted.

11. Denied that Respondent is breaching the agreement. To the contrary, it is Mrs. Snyder who has breached the Agreement, inter alia, by failing and refusing to submit the eyeglass claim to her carrier, and by failing and refusing to provide Respondent or his counsel with any proof whatsoever that the claimed eyeglass expense is not reimbursable through Mrs. Snyder's health insurance. Accordingly, it is denied that Respondent is

responsible for Petitioner's fees. To the contrary, Petitioner is responsible for Respondent's counsel fees as claimed in Respondent's Counter-Petition below.

WHEREFORE, Respondent prays that the Petition be dismissed and that he be awarded his counsel fees incurred in defending against this Petition, as prayed for in his Counter-Petition be granted.

COUNTER-PETITION OF Mel F. Kristoff

12. Defendant-Counterpetitioner incorporates herein by reference the averments of paragraphs 1 through 11 of his Answer as though the same were here fully set forth here at length.

13. Paragraph 19 of the Agreement provides that each party shall pay "one-half of any reasonable, unreimbursed medical, dental (excluding orthodontics) or surgical expenses" for the children. (Emphasis added.)

14. Defendant-Counterpetitioner is not responsible for the payment of any eye care or vision expenses pursuant to the parties' Agreement, unless relating to a surgical procedure.

15. In addition, a condition-precedent to any payment by Defendant-Counterpetitioner under the aforesaid Agreement is that any medical, dental (excluding orthodontics) or surgical expense for which the Defendant may be responsible in fact be unreimbursed through medical insurance.

16. Notwithstanding the repeated demands of the Defendant-Counterpetitioner, the Plaintiff has failed and refused to provide the Defendant with proof that the claimed eye care expenses are unreimbursed by insurance. Plaintiff and her

counsel have in the past provided Defendant with proof that the claimed expenses sought under the Agreement were in fact not reimbursed by her carrier.

17. In or about mid-September, 1992, the Petitioner first demanded that Respondent pay for one-half of the aforesaid eyeglass expense.

18. On September 29, 1992, counsel for the Defendant wrote to Petitioner's counsel requesting verification that the eyeglass expense was not reimbursed by her insurance. See Exhibit "A" attached hereto.

19. In subsequent repeated telephone conversations, Plaintiff's counsel, Mr. Mittman, insisted that the eyeglasses were not covered by insurance and that submitting a claim to her health insurance carrier, when the expense was clearly not covered, would be "useless."

20. On November 4, 1992, Defendant submitted to Plaintiff's counsel the attached "Eyeglass Rider" (Exhibit B") from Plaintiff's health insurance plan indicating that eyeglasses are, in fact, covered and reimbursable under her health insurance program.

21. After confronting Plaintiff's counsel with the aforesaid Rider, Plaintiff's counsel changed his position stating that said Rider did not go into effect until October 12, 1992 and, because the subject eyeglass expense was incurred in September, 1992, it would not be covered by said Plan. See Exhibit "C" attached hereto.

22. By letter dated November 5, 1992, Defendant's counsel again requested documentation establishing the date when the aforesaid Rider went into effect and requested proof, as well, that this eyeglass bill had been submitted to the carrier for

coverage and that coverage had been denied. The Plaintiff refused to provide said evidence. See Exhibit “D” attached hereto.

23. On November 9, 1992, Plaintiff’s counsel provided Defendant’s counsel with a brochure for the group health insurance coverage provided to Plaintiff by her employment for the academic year 1991-1992 (and not the current academic year (1992-1993) when the eyeglass expense was incurred). That brochure indicated that the effective date of that policy was September 1, 1991. For this reason, inter alia, the Defendant believes and therefore avers that the effective date of the eyeglass Insurance Rider for Petitioner’s current academic year was September 1, 1992.

24. Notwithstanding the above, the Plaintiff has still refused to provide the Defendant with evidence:

- a) that the effective date of her current health insurance was October 1, 1992 instead of September 1, 1992 or any other date and;
- b) that the aforesaid eyeglass bill has been submitted to, let alone denied by, Plaintiff’s insurance carrier.

25. Defendant believes and therefore avers that the aforesaid two pre-conditions must be satisfied before Defendant (or, for that matter Plaintiff) has any responsibility for the payment of any medical expenses pursuant to paragraph 19 of the parties’ Agreement.

26. The Defendant has incurred counsel fees relating to the defense of this meritless claim for which he seeks reimbursement from the Plaintiff. Indeed. Plaintiff and her counsel have avoided this dispute in its entirety by simply providing, as they

have in the past since the Agreement was signed, the requested proof that the claim was, in fact, unreimbursed and not reimbursable.

27. Defendant avers that the instant Petition is motivated by Plaintiff's attempt to create conflict and "roil the waters" in order to defeat Defendant's attempt to obtain more time with his sons and to obtain joint custody of his sons.

WHEREFORE, Defendant prays that the Petition to Enforce Agreement be denied and dismissed and that the Defendant be awarded counsel fees related to his defense of said Petition.

Will T. Littvin, Esquire

Attorney for Defendant

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The ostracizing and unbearable discomfort Thomas was experiencing with his glasses, was getting to him. A number of students were getting tired of Thomas's antics in school. He had two pairs of glasses. Most of the students with glasses had only had one pair. There were the blue ones Stella bought. And then there were the abominable black pair Mel had paid for in the Picolough Valley. Thomas was surprised those glasses had to be paid for.

They were that ugly.

And on the day a few of the students became outraged and went off when they saw that Thomas had two different pairs of glasses...well Thomas quickly made up for it

with a story that covered him in his explanation. What he told everyone - students and teacher - was that his stepfather mistakenly had put his glasses into his red backpack and Thomas just caught the attention of it now, thanks to the student who pointed it out.

Another student then asked about how Thomas should've noticed it before, that the glasses were not his, when he pulled the glasses out of his backpack. Thomas just gave the student a mean stare. At least Mrs. Taylor didn't call home about that incident, cause then she would've probably found out. And then she would've told all of the other students that Thomas did have two pairs of glasses, and even worse, then everyone would see him as a liar.

It wasn't lying to Thomas. He was just looking to keep everything settled.

Thomas even got worried about a fight happening that day because of all the commotion he was causing in school. At the least, the story he told, allowed Thomas some more breathing space to the hostile environment he was finding himself in over the event. It was a close call. Thomas didn't even bother to put the black glasses, the ones that were actually his, on for the rest of school, that day. Actually, he never brought them to school again.

If Thomas only knew what problems he caused his parents, too. The litigation, the expense, and the aggravations happening between Mel and Stella – Thomas would've never been able to believe it had he even been told. Perhaps, if Thomas himself had just asked for the money Stella wanted from his father - that might've solved everything.

Anyway, Thomas was too young to feel or know guilt. In reality, Thomas was too innocent.

Any individual had to have quite an emotional tug, to let a confession breach their conscience. In Thomas's case, it was moreover, the burdening questions of why he wasn't wearing his glasses all the time. He had been heckled for the past two months. It really got bad in October and was going on for too long. This harassment stressed him out the most.

Especially the annoyances of his teacher, Mrs. Taylor, at Timmison Elementary, who would ask:

“But Thomas, where are your glasses? Please get them out, you need them.”

**and**

“Don't you need your glasses to read Thomas?”

**and**

“Are you sure you can take my test without your glasses Thomas?”

**and**

“Thomas, can you really read with your glasses on that far away?”

There were too many times Thomas felt the persona he was trying to carry was slowly wearing off, no matter how he fought with it. He wanted others to believe, like he did, that a magical aura lit up around him as soon as he put on his glasses. Occasionally, for his own sake, he would come out of the bathroom in school and put on his glasses. He would pull them out from their case in his pocket. Thomas thought he was going from Superman to Clark Kent.

No matter what, Thomas hoped and prayed his acting would never be undone. He would feel too dismayed at the thought of that. And what a creeping embarrassment it would be.

On one occasion Thomas had on his glasses, his teacher Mrs. Taylor was writing on the chalkboard. Mrs. Taylor knew that Thomas's glasses were only to be put on and used for close reading activities. She knew all of her students well. And she knew Thomas was "far-sighted." That was why she became puzzled when she found Thomas still wearing his glasses when she was at the chalkboard.

The few other children who had glasses, at least those who were "far-sighted," had taken theirs off and set them on their desk. Mrs. Taylor, puzzled, stopped talking about her writing on the chalkboard. She had to question Thomas on why he still had his glasses on. Thomas didn't even realize he had them on. So, he took a defensive posture. His mean stare wasn't going to work here.

Thomas, by his nature and the many things he did, had a habit of not following or observing many instructions in life. Why, the instructions were assuredly the first thing he threw away, when he opened his toy kits Stella and Mel would buy for him. At any

rate Thomas was 7 years old, going on 8. It was the 2<sup>nd</sup> grade. For all he knew, there were 98 more grades to go through before he would be finished with school in Timmison.

At least his eyeglasses helped make the time pass easier.

Thomas on other occasions, besides the mishaps with his eyeglasses, would take appreciation in the interest and notice given to him by some of the students. The spectacle Thomas was most pleased about was attracting Katie in September. The very first day he brought his glasses to school.

Katie was a girl who had been in the BEE Club. The BEE Club stood for the “Better Excellence in Education.” And the most intelligent children in each grade enrolled into it. Thomas didn’t ever get around to understanding how it functioned. He actually never was able to get enrolled in it. Mel and Stella never mentioned the BEE club or even spoke about it with Thomas. This disappointed him, because he wanted very much to join.

However, as soon as the BEE students were called during school hours to attend to a meeting, they left their classrooms. Thomas would have loved being able to leave the classroom. He once even tried to leave for BEE, but Mrs. Taylor caught him before he got away. And with that, Thomas became disappointed, in himself and for not being able to join or sign up for the BEE club.

By rare chance, the disappointment got the best of him. As school was finishing for that day, he closed his eyes and thought what he was going to do next.



The litigation of Mel Kristoff and Stella Snyder continued to mount - as did the expenses for Mittman and Littvin. The attorneys representing the Snyder v. Kristoff affair had pushed the litigation as far as it would go in the Willister County Court of Common Pleas.

Suddenly, the pile of legal drama reached its climax.

And another surprise was coming. It came when Thomas revealed he no longer wanted to wear his glasses. He then told his mom that there were really no problems with his eyes. Stella immediately put in a call to Timmison Elementary and ordered the nurse to review Thomas's vision.

When Thomas went in to the nurse's office, he was taken through a few of the steps he had to go through with Dr. Grayson. Thomas had grown tired of his acting. Miss Arnold, the nurse, reported back to Stella that Thomas in fact had 20/20 vision. There were no problems at all with his eyes. Thomas could see perfectly.

*How could Dr. Grayson have given an eye prescription to Thomas?* Stella questioned when she heard the report.

And then she thought: *What motivated Thomas to get glasses?*

An extensive series of questions came further. Stella felt very foolish. She wasn't going to bother calling Mel. And what would there be for her to say to Attorney Mittman?

What happened soon enough was that Bill Mittman II for Stella A. Snyder and Will T. Littvin for Mel F. Kristoff concluded their litigation. The Petitions of each party were marked "withdrawn" therein with a *Praecipe* that was signed for and acknowledged by both attorneys in the Prothonotary.

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Sylver & Littvin  
By: Will T. Littvin, Esquire  
Attorney I.D. No. 17253  
335 South Hill Street  
East Willister, PA 19331  
(215) 672-2400

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|-----------------------------------------------------------------------|
| Stella A. Snyder,<br>Plaintiff<br>v.<br>Mel F. Kristoff,<br>Defendant |
|-----------------------------------------------------------------------|

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|----------------------------------------------------------------------------------------------------|
| IN THE COURT OF COMMON<br>PLEAS<br>WILLISTER COUNTY,<br>PENNSYLVANIA<br>NO. 88-04845<br>IN DIVORCE |
|----------------------------------------------------------------------------------------------------|

**PRAECIPE**

TO THE PROTHONOTARY:

Please mark as withdrawn the Petition to Enforce Agreement filed by the Plaintiff in the above-captioned matter on November 23, 1992.

Bill Mittman II, Esquire  
Attorney for Plaintiff

TO THE PROTHONOTARY:

Please mark as withdrawn the Counter-Petition to Enforce Agreement filed by the Defendant in the above-captioned matter on December 14, 1992.

Will T. Littvin, Esquire  
Attorney for Defendant

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**THE END**