

00-101-CD
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES -vs- R. DENNING
GEARHART

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

STATE FARM MUTUAL :
AUTOMOBILE INSURANCE :
COMPANIES :
:
vs. : No. 00-101-CD
:
R. DENNING GEARHART :
:

ORDER

NOW, this 11th day of February, 2000, upon consideration of Plaintiff's Petition to Compel Appointment of an Arbitrator, a Rule is hereby issued upon Defendant to Show Cause why the Petition should not be granted. Rule Returnable the 7th day of April, 2000, at 1:30

P.M. in Courtroom No. 1.

BY THE COURT:


JOHN K. REILLY, JR.
President Judge

FILED

FEB 14 2000

William A. Shaw
Prothonotary

FILED

FEB 14 2009
Q.14/1/CC Atty Oliver, Esq
William A. Shaw
Prothonotary

ICC Atty. Rickenbach
Feb

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COPY

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANIES,

101
No. 2000- -C.D.

Petitioner,

v.

R. DENNING GEARHART,

Respondent.

TYPE OF PLEADING:
Petition to Compel Appointment of an
Arbitrator Pursuant to 42 Pa. R.C.P.
§§ 7305, 7342

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
PETITIONER

COUNSEL OF RECORD FOR
FOR THIS PARTY:
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
JAMES M. HORNE, ESQ.
I.D. NO. 26908
McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926
FAX#(814) 238-9624

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

JAN 27 2000

Attest:

William L. Oliver
Prothonotary

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2000-_____ -C.D.
: Petitioner, :
: v. :
: R. DENNING GEARHART, :
: Respondent. :
:

ACCEPTANCE OF SERVICE

I accept service of the Petition to Compel Appointment of an Arbitrator Pursuant to 42 Pa. R.C.P. §§ 7305, 7342 on behalf of Respondent, R. Denning Gearhart, and certify that I am authorized to do so.

Date: _____

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2000-_____ -C.D.
: Petitioner, :
: v. :
: R. DENNING GEARHART, :
: Respondent. :
:

ORDER

AND NOW, this _____ day of _____, 2000, upon
consideration of Petitioner's Petition to Compel Appointment of an Arbitrator, it is hereby
ORDERED that Respondent, R. Denning Gearhart, shall appoint an arbitrator within 15 days of
the date of this Order. Respondent's failure to appoint an arbitrator within this time shall result
in the dismissal of any and all uninsured motorist claims that Respondent has against Petitioner,
State Farm Mutual Automobile Insurance Companies, arising from the automobile accident of
April 24, 1995.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2000-_____ -C.D.
Petitioner, :
v. :
R. DENNING GEARHART, :
Respondent. :
:

RULE TO SHOW CAUSE

AND NOW, this _____ day of _____, 2000, upon
consideration of the attached Petition to Compel Appointment of an Arbitrator Pursuant to 42 Pa.
R.C.P. §§ 7305, 7342, a Rule is hereby issued upon Respondent, R. Denning Gearhart, to Show
Cause why the Petition should not be granted.

Rule returnable the _____ day of _____, 2000, for
filing written response.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION TO
COMPEL APPOINTMENT OF AN ARBITRATOR PURSUANT TO 42 PA R.C.P. §§ 7305,
7342 BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY
AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO
THE MATTER SET FORTH AGAINST YOU, YOU ARE WARNED THAT IF YOU FAIL TO
DO SO, THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE
ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF
REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE	:	
INSURANCE COMPANIES,	:	No. 2000-_____ -C.D.
	:	
Petitioner,	:	
	:	
v.	:	
	:	
R. DENNING GEARHART,	:	
	:	
Respondent.	:	

PETITION TO COMPEL APPOINTMENT OF AN ARBITRATOR
PURSUANT TO 42 Pa. R.C.P. §§ 7305, 7342

AND NOW, comes Petitioner, State Farm Mutual Automobile Insurance Companies (hereinafter "State Farm" or "Petitioner"), by and through its counsel, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the within Petition to Compel Appointment of an Arbitrator. In support of its Petition, State Farm avers as follows:

1. At all times material hereto, Respondent R. Denning Gearhart (hereinafter "Respondent") was insured under a policy of insurance issued by Petitioner State Farm. Respondent had uninsured motorist coverage under the policy.
2. On April 24, 1995, Respondent was in a single car collision on Interstate 80 when he lost control of his vehicle and struck a guardrail, causing his vehicle to flip over.
3. Respondent contends that the single car collision was actually caused by an unidentified vehicle on Interstate 80. Specifically, Respondent claims that he lost control of his vehicle because an unknown vehicle passed him in excess of the speed limit, startling him and causing him to lose control.

4. As a result of the aforementioned collision, Respondent has submitted a claim for uninsured motorist benefits to Petitioner.

5. Under Respondent's insurance policy with Petitioner, two (2) questions must be decided by agreement prior to payment of uninsured motorist benefits: First, there must be agreement that the insured is legally entitled to collect damages from the owner or driver of an uninsured motor vehicle as that term is defined within the policy. Second, there must be agreement as to the amount that the insured is legally entitled to collect. (See Exhibit "A" hereto, at 17, which is a true and correct copy of the policy provisions governing payment of uninsured motorist benefits under Respondent's policy).

6. If there is no agreement as to the aforementioned issues, the policy requires that the question be submitted to arbitration. (See id.). The arbitration provision of Respondent's policy provides, in part, as follows:

If there is no agreement, these questions shall be decided by arbitration at the request of the **insured** or us. The Pennsylvania Uniform Arbitration Act, as amended from time to time, shall apply.

Each party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on a third one within 30 days either party may request a judge of a court of record in the county in which the arbitration is pending to select a third one. The written decision of any two arbitrators shall be binding on each party.

(See Exhibit "A" hereto, at 17).

7. Because Respondent and Petitioner are not in agreement on the issues of fault and/or amount with regard to Respondent's uninsured motorist claim, Respondent, through his attorney, demanded that the matter be submitted to arbitration. (See April 20, 1999 correspondence from Amy B. Rickenbach, Esquire, a true and correct copy of which is attached

hereto as Exhibit "B").

8. Although Respondent demanded arbitration of his uninsured coverage claim on April 20, 1999, approximately nine months ago, (see Exhibit "B" hereto), Respondent has failed to appoint an arbitrator in accordance with the procedure set forth in his insurance policy.

9. Since June of 1999, Petitioner's counsel has written to counsel for Respondent on six (6) different occasions requesting that Respondent's counsel appoint an arbitrator in accordance with Respondent's insurance policy so that the arbitration process can proceed. (See correspondence of James M. Horne, Esquire, true and correct copies of which are attached hereto as Exhibits "C-1" through "C-6").

10. Respondent's counsel has completely ignored these repeated requests that Respondent select an arbitrator.

11. In accordance with Respondent's insurance policy, State Farm has selected its own arbitrator, and has advised counsel for Respondent of its selection. (See correspondence of December 2, 1999, of James M. Horne, Esquire, attached hereto as Exhibit "C-5").

12. Pursuant to the Uniform Arbitration Act, 42 Pa. C.S.A. §§ 7301, et. seq., if the method for appointing arbitrators chosen by the parties fails, the Court shall appoint one or more arbitrators on application of a party. See id. §§ 7305, 7342. Additionally, Petitioner submits that this Court has the inherent power to compel Respondent to proceed with appointment of an arbitrator, and to dismiss Respondent's uninsured coverage claims should Respondent fail to comply with any such Order.

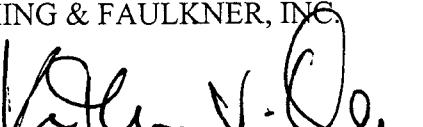
13. Respondent's continual refusal to appoint an arbitrator in accordance with the provisions of his insurance policy notwithstanding Petitioner's repeated requests has completely stalled the arbitration process, resulting in extreme prejudice to Petitioner.

14. Accordingly, Petitioner respectfully requests that RESPONDENT be ordered to select an arbitrator within 15 days of the date of the Court's Order or to suffer dismissal of all uninsured motorist claims he may have against Petitioner as a result of the April 24, 1995 accident. Alternatively, State Farm respectfully requests that this Honorable Court appoint an arbitrator for Petitioner so that the arbitration process can proceed.

WHEREFORE, Petitioner, State Farm Mutual Automobile Insurance Companies, respectfully requests that this Honorable Court grant the within Petition and order Respondent to appoint an arbitrator within 15 days of the date of the Court's Order, or to suffer dismissal of all claims for uninsured motorist benefits that he may have against Petitioner. Alternatively, Petitioner respectfully requests that this Honorable Court appoint an arbitrator for Respondent so that the arbitration may proceed pursuant to the arbitration provisions of Respondent's insurance policy.

Respectfully submitted

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver, Esquire
I.D. No. 77069
James M. Horne, Esquire
I.D. No. 26908
Attorneys for Petitioner
811 University Drive
State College, PA 16801
(814) 238-4926

Dated: January 26, 2000

SECTION III – UNINSURED MOTOR VEHICLE AND UNDERINSURED MOTOR VEHICLE – COVERAGE U

You have this coverage if "U" appears in the "Coverages" space on the declarations page.

We will pay damages for **bodily injury** an **insured** is legally entitled to collect from the owner or driver of an **uninsured motor vehicle** or an **underinsured motor vehicle**. The **bodily injury** must be caused by accident arising out of the ownership, maintenance or use of an **uninsured motor vehicle** or an **underinsured motor vehicle**.

THERE IS NO COVERAGE FOR BODILY INJURY ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF AN UNDERINSURED MOTOR VEHICLE UNTIL:

1. THE LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY BONDS AND POLICIES THAT APPLY HAVE BEEN USED UP BY PAYMENT OF JUDGMENTS OR SETTLEMENTS TO OTHER **PERSONS**; OR
2. SUCH LIMITS OF LIABILITY OR REMAINING PART OF THEM HAVE BEEN OFFERED TO THE **INSURED** IN WRITING.

Uninsured Motor Vehicle – means:

1. a land motor vehicle, the ownership, maintenance or use of which is:
 - a. not insured or bonded for bodily injury liability at the time of the accident; or
 - b. insured or bonded for bodily injury liability at the time of the accident; but
 - (1) the limits of liability are less than required by the financial responsibility act of the state where **your car** is mainly garaged; or
 - (2) the insuring company denies coverage or is or becomes insolvent; or
2. an unidentified land motor vehicle whose owner or driver remains unknown and causes **bodily injury** to the **insured**.

An **uninsured motor vehicle** does not include a land motor vehicle:

1. insured under the liability coverage of this policy;
2. furnished for the regular use of **you**, **your spouse** or any **relative**;
3. owned or operated by a self-insurer under any motor vehicle financial responsibility law, a motor carrier law or any similar law;
4. owned by any government or any of its political subdivisions or agencies;
5. designed for use mainly off public roads except while on public roads; or
6. while located for use as a dwelling or other premises.

Underinsured Motor Vehicle – means a land motor vehicle:

1. the ownership, maintenance or use of which is insured or bonded for bodily injury liability at the time of the accident; and
2. whose limits of liability for bodily injury liability:
 - a. are less than the amount of the **insured's** damages; or
 - b. have been reduced by payments to **persons** other than the **insured** to less than the amount of the **insured's** damages.

An **underinsured motor vehicle** does not include a land motor vehicle:

1. insured under the liability coverage of this policy;
2. furnished for the regular use of **you**, **your spouse** or any **relative**;
3. owned by any government or any of its political subdivisions or agencies;

4. while located for use as a dwelling or other premises;
5. designed for use mainly off public roads except while on public roads; or
6. defined as an *uninsured motor vehicle* in *your* policy.

Who Is an Insured

Insured — means the *person* or *persons* covered by uninsured motor vehicle and underinsured motor vehicle coverage.

This is:

1. the first *person* named in the declarations;
2. his or her *spouse*;
3. their *relatives*; and
4. any other *person* while *occupying*:
 - a. *your car*, a *temporary substitute car*, a *newly acquired car*, or a trailer attached to such *car*. Such vehicle has to be used within the scope of the consent of *you* or *your spouse*; or
 - b. a *car* not owned by *you*, *your spouse* or any *relative*, or a trailer attached to such a *car*. It has to be driven by the first *person* named in the declarations or that *person's spouse* and within the scope of the owner's consent.

Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*.

5. any *person* entitled to recover damages because of *bodily injury* to an *insured* under 1 through 4 above.

Deciding Fault and Amount

Two questions must be decided by agreement between the *insured* and us:

1. Is the *insured* legally entitled to collect damages from the owner or driver of an *uninsured motor vehicle* or *underinsured motor vehicle*; and

2. If so, in what amount?

If there is no agreement, these questions shall be decided by arbitration at the request of the *insured* or us. The Pennsylvania Uniform Arbitration Act, as amended from time to time, shall apply.

Each party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on a third one within 30 days either party may request a judge of a court of record in the county in which the arbitration is pending to select a third one. The written decision of any two arbitrators shall be binding on each party.

The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties.

The arbitration shall take place in the county in which the *insured* resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used.

We may ask the *insured* to give statements under oath.

Payment of Any Amount Due

We will pay any amount due:

1. to the *insured*;
2. to a parent or guardian if the *insured* is a minor or an incompetent *person*;
3. to the surviving *spouse*; or
4. to a *person* authorized by law to receive such payment.

Trust Agreement

If the *bodily injury* arises out of the ownership, maintenance or use of:

1. an *uninsured motor vehicle*:
 - a. we are entitled to repayment of the amount we have paid from the proceeds of any recovery the *insured* makes from any party liable for the *bodily injury*.

- b. if the *insured* has not recovered from the party at fault, he or she shall:
 - (1) keep these rights in trust for us;
 - (2) execute any legal papers we need; and
 - (3) when we ask, take action through our representative to recover our payments.

We are to be repaid our payments, costs and fees of collection out of any recovery.

2. an *underinsured motor vehicle*:

- a. we are entitled, to the extent of our payments, to the proceeds of any settlement the *insured* recovers from any party liable for the *bodily injury*, other than payments from bodily injury liability bonds or policies made prior to our payment.
- b. if the *insured* has not been fully compensated for the *bodily injury* by the party at fault and we make payment for the *bodily injury*, the *insured* shall:
 - (1) keep these rights in trust for us;
 - (2) execute any legal papers we need; and
 - (3) when we ask, take action through our representative to recover the amount of our payments.

We are to be repaid our payments, costs and fees of collection out of any such recovery.

Limits of Liability

1. If an *uninsured motor vehicle* causes the accident, the amount of coverage is shown on the declarations page under "Limits of Liability - U - Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury* to one *person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all damages due to *bodily injury* to two or more *persons* in the same accident.

- 2. If an *underinsured motor vehicle* causes the accident, the amount of coverage is shown on the declarations page under "Limits of Liability - U - Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury* to one *person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all damages due to *bodily injury* to two or more *persons* in the same accident.
- 3. Any payment made to a *person* under this coverage shall reduce any amount payable to that *person* under the bodily injury liability coverage.
- 4. The limits of liability are not increased because:
 - a. more than one vehicle is insured under this policy;
 - b. more than one *person* is insured at the time of the accident; or
 - c. more than one *uninsured motor vehicle* or *underinsured motor vehicle* is involved in the same accident.
- 5. If the *bodily injury* arises out of the ownership, maintenance or use of:
 - a. an *uninsured motor vehicle*, any amount payable under this coverage shall be reduced by any amount paid or payable to or for the *insured*:
 - (1) by or for any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
 - (2) for *bodily injury* under the liability coverage.
 - b. an *underinsured motor vehicle*, the most we pay will be the lesser of:
 - (1) the difference between the amount of the *insured*'s damages for *bodily injury*, and the amount paid to the *insured* by or for any *person* or organization who

is or may be held legally liable for the ***bodily injury***; or

(2) the limits of liability of this coverage.

When Coverage U Does Not Apply

THERE IS NO COVERAGE:

1. FOR ANY **INSURED** WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY** AND THEREBY IMPAIRS OUR RIGHT TO RECOVER OUR PAYMENTS.
2. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKER'S COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY.
 - b. A SELF-INSURER UNDER ANY WORKER'S COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.

If There Is Other Coverage

If the **insured** sustains ***bodily injury***:

1. while *occupying your car* and *your car* is described on the declarations page of another policy providing uninsured motor vehicle and underinsured motor vehicle coverage, or as a pedestrian, we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle and underinsured motor vehicle coverage that applies to the accident.
2. while *occupying* a vehicle which is not *your car*, this coverage applies as excess to any other uninsured motor vehicle and underinsured motor vehicle coverage.

If coverage under more than one policy applies as excess, we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle and underinsured motor vehicle coverage applicable as excess to the accident.

Consent to Be Bound

We are not bound by any judgment against any **person** or organization obtained without our written consent.

RECEIVED

APR 21 1999

STATE COLLEGE 400

KIGER & ALPERN

ATTORNEYS AT LAW

1404 GRANT BUILDING

(412) 765-1811

PITTSBURGH, PENNSYLVANIA 15219-2301

FAX (412) 765-0440

April 20, 1999

VIA CERTIFIED MAIL-RETURN
RECEIPT REQUESTED and
FAX (814) 231-8219

John Pollich
Sr. Claim Representative
State Farm Mutual Automobile
Insurance Company
State College Service Center
383 Rolling Ridge Drive
State College, PA 16801-7676

RE: Our Client:	R. Denning Gearhart
Your Insured:	R. Denning Gearhart
Your Claim No.:	38-7089-476
Accident Date:	April 24, 1995
Our File No.:	31756

Dear Mr. Pollich:

This letter will confirm our telephone conversation of April 19,
1999.

We hereby demand uninsured arbitration under Mr. Gearhart's State Farm policy.

Please confirm by letter that this demand for arbitration is sufficient to toll the statute of limitations for Mr. Gearhart's uninsured motorists claim.

You had previously suggested that we consider proceeding with arbitration on liability only, perhaps with an agreement on the amount of the award if liability is found against State Farm. Please advise whether State Farm is willing to proceed in this manner.

You advised your supervisor would be available to discuss these two matters on Wednesday, April 21, 1999.

RECEIVED

APR 21 1999

STATE COLLEGE CO

John Pollich
April 20, 1999
Page 2

Please advise at your earliest convenience.

If you have any questions, please advise.

Very truly yours,

KIGER & ALPERN

Amy B. Rickenbach

AMY B. RICKENBACH
ABR\bhs

F:\KIGER\GEARHART\JP-6.LTR

McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

814-238-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

Direct 235-2206

June 16, 1999

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

RE: Insured: R. Denning Gearhart
Claim Nos. 38-7089-476 and 38-1564-099
d/o/l 4/24/95

Dear Ms. Rickenbach:

Your letter of June 8, 1999 has been referred to me by John Pollich. If you would proceed to appoint your arbitrator in this matter, we will then appoint ours. The two of them can then discuss selection of a neutral. Additionally, I would like to schedule the sworn statement of Mr. Gearhart in accordance with the policy terms.

In the meantime, should you have any questions or comments, feel free to contact me.

Very truly yours,

McQUAIDE BLASKO

JAMES M. HORNE

JMH/safp

cc: John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney
Darryl R. Slimak Mark Righter Daniel E. Bright Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely
Charles Eppolito, III Katherine V. Oliver Katherine M. Allen Alexandra P. Brovey Wayne L. Mowery, Jr. Pamela A. Ruest Robert F. Young Michelle S. Katz
Richard K. Laws Stacie Wagner Patterson Ashley Himes Kranich

John G. Love (1921-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

814-238-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

Direct 235-2206

July 9, 1999

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

RE: Insured: R. Denning Gearhart
Claim Nos. 38-7089-476 and 38-1564-099
d/o/l 4/24/95

Dear Ms. Rickenbach:

As a follow-up to my letter of June 16, 1999, have you decided as to the appointment of an arbitrator in this matter? Additionally, as requested in my letter of June 16, I would like to arrange the sworn statement of Mr. Gearhart. Please let me know.

As always, thank you for your attention to this matter.

Very truly yours,

McQUAIDE BLASKO


JAMES M. HORNE

JMH/safp

cc: John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slizak Mark Righter Daniel E. Bright Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen Alexandra P. Brovey Wayne L. Mowery, Jr. Pamela A. Ruest Robert F. Young Michelle S. Katz Richard K. Laws Stacie Wagner Patterson Ashley Himes Kranich Chena L. Glenn-Hart Steven R. Tregear

John G. Love (1921-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

814-233-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

Direct 235-2206

August 24, 1999

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

RE: Insured: R. Denning Gearhart
Claim Nos. 38-7089-476 and 38-1564-099
d/o/l 4/24/95

Dear Ms. Rickenbach:

Could you please respond to my letters of June 16 and July 9 regarding the above-referenced matter?

Thank you very much for your attention to this matter.

Very truly yours,

MCQUAIDE BLASKO


JAMES M. HORNE

JMH/safp

cc: John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen Wayne L. Mowery, Jr.
Pamela A. Ruest Robert F. Young Michelle S. Katz Richard K. Laws Stacie Wagner Patterson Ashley Himes Kranich Chena L. Glenn-Hart Steven R. Tregea

John G. Love (1921-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

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Reply to: State College

Direct 235-2206

October 4, 1999

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

RE: Insured: R. Denning Gearhart
Claim Nos. 38-7089-476 and 38-1564-099
d/o/l 4/24/95

Dear Ms. Rickenbach:

I have now written to you on June 16, July 9, and August 24 without any response. Owing to this, I can only assume that on behalf of your client, you have withdrawn this uninsured motorist claim.

Very truly yours,

McQUAIDE BLASKO


JAMES M. HORNE

JMH/safp

cc: John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slirak Mark Righter Daniel E. Bright
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen Wayne L. Mowery, Jr.
Pamela A. Ruest Robert F. Young Michelle S. Katz Richard K. Laws Stacie Wagner Patterson Ashley Humes Kranich Chena L. Glenn-Hart Steven R. Tregea

John G. Love (1921-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

814-238-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

Direct 235-2206

December 2, 1999

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

**RE: Insured: R. Denning Gearhart
Claim Nos. 38-7089-476 and 38-1564-099
d/o/I 4/24/95**

Dear Ms. Rickenbach:

Please be advised that we hereby nominate John McIntyre of Pfaff, McIntyre, Dugas and Hartye in Hollidaysburg, Pennsylvania, as State Farm's arbitrator in the above matter. Please provide me with the identity of your arbitrator within the next 30 days pursuant to the policy provisions.

Very truly yours,

MCQUAIDE BLASKO

JAMES M. HORNE

JMH/safp

cc: John L. McIntyre, Esquire
John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

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Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Richard K. Laws Stacie Wagner Patterson Ashley Himes Kranich Chena L. Glenn-Hart Steven R. Tregear

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

814-233-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

Direct 235-2206

January 4, 2000

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301

RE: **Insured: R. Denning Gearhart**
Claim Nos. 38-7089-476 and 38-1564-099
d/o/l 4/24/95

Dear Ms. Rickenbach:

Pursuant to my letter of December 2, 1999, please advise as to the identity of your arbitrator promptly.

Very truly yours,

McQUAIDE BLASKO


JAMES M. HORNE

JMH/safp

cc: John L. McIntyre, Esquire
John Pollich, Claim Specialist

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright
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John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

VERIFICATION

James M. Horne, hereby verifies that he is the attorney of record for Petitioner, State Farm Mutual Automobile Insurance Companies, in the foregoing action, and as such, he is authorized to make this verification on its behalf, and that the facts set forth in the foregoing Petition to Compel Appointment of an Arbitrator Pursuant to 42 Pa. R.C.P. §§ 7305, 7342, are true and correct to the best of his information, knowledge and belief. This verification is hereby made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



James M. Horne
JAMES M. HORNE

Dated: January 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANIES,

Petitioner,

v.
R. DENNING GEARHART,

Respondent.

: No. 00-101-C.D.

: TYPE OF PLEADING:
Praeclipe to Discontinue

: TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
PETITIONER

: COUNSEL OF RECORD FOR
FOR THIS PARTY:
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
JAMES M. HORNE, ESQ.
I.D. NO. 26908
McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926
FAX#(814) 238-9624

FILED

FEB 16 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 00-101-C.D.
: Petitioner,
: v.
: R. DENNING GEARHART,
: Respondent.

PRAECIPE TO DISCONTINUE

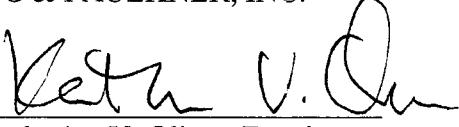
TO: THE PROTHONOTARY

Please mark all claims in the above entitled matter as discontinued.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

Dated: February 15, 2000

By: 

Katherine V. Oliver, Esquire
I.D. No. 77069
James M. Horne, Esquire
I.D. No. 26908
811 University Drive
State College, PA 16801
(814) 238-4926

Attorneys for Petitioner

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

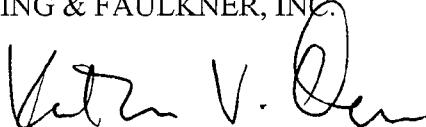
STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 00-101-C.D.
: Petitioner,
: v.
: R. DENNING GEARHART,
: Respondent.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Petitioner's Praeclipe to Discontinue, in the above-captioned matter was served by U.S. First Class Mail, postage prepaid, on this 15th day of February, 2000, to the attorney/party of record:

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301
(Attorney for Respondent)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver, Esquire
I.D. No. 77069
James M. Horne, Esquire
I. D. No. 26908
Attorneys for Petitioner
811 University Drive
State College, PA 16801
(814) 238-4926

FILED

FEB 16 2000

11/14/00 CERT S DO TO
William A. Shaw
Prothonotary

Attn: Oliver

Copy to CA

EKA

COPY

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 00-101-C.D.
: Petitioner, :
: v. :
: R. DENNING GEARHART, :
: Respondent. :
:

CERTIFICATE OF DISCONTINUANCE

AND NOW, this 16th day of February, 2000, upon Praecept of
Petitioner, the above matter is discontinued.

William Shaw, Prothonotary
[SEAL]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 00-101-C.D.
Petitioner, :
: TYPE OF PLEADING:
: **Certificate of Service**
v. :
R. DENNING GEARHART, :
: TYPE OF CASE: CIVIL
Respondent. : FILED ON BEHALF OF:
: **PETITIONER**
: COUNSEL OF RECORD FOR
: FOR THIS PARTY:
: KATHERINE V. OLIVER, ESQ.
: I.D. NO. 77069
: JAMES M. HORNE, ESQ.
: I.D. NO. 26908
: McQUAIDE, BLASKO, SCHWARTZ,
: FLEMING & FAULKNER, INC.
: 811 University Drive
: State College, PA 16801
: PH# (814) 238-4926
: FAX#(814) 238-9624

FILED

FEB 22 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

STATE FARM MUTUAL AUTOMOBILE	:	
INSURANCE COMPANIES,	:	No. 00-101-C.D.
	:	
Petitioner,	:	
	:	
v.	:	
	:	
R. DENNING GEARHART,	:	
	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Certificate of Discontinuance, in the above-captioned matter was served by U.S. First Class Mail, postage prepaid, on this 18th day of February, 2000, to the attorney/party of record:

Amy B. Rickenbach, Esquire
KIGER & ALPERN
1404 Grant Building
Pittsburgh, PA 15219-2301
(Attorney for Respondent)

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC

By: Katherine V. Oliver

Katherine V. Oliver, Esquire
I.D. No. 77069
James M. Horne, Esquire
I. D. No. 26908
Attorneys for Petitioner
811 University Drive
State College, PA 16801
(814) 238-4926