

00-1254-CD  
NORTHWESTERN NATIONAL CASUALTY COMPANY -vs- ALLSTATE INSURANCE  
COMPANY et al



Date		Judge
10/09/2000	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Luciana, Jeffrey J., Esq. Receipt number: 0050439 Dated: 11/01/2000 Amount: \$.00 (Cash) One Certified Copy to Sheriff	No Judge
10/30/2000	Sheriff Returns, Allegheny Co. Sheriff served Complaint on Defendant Allstate Ins, SO ANSWERS Chester A. Hawkins s/Marilyn Hamm	No Judge
	\$37.77 Shff Hawkins \$37.75 Allegheny Shff	
01/11/2001	Entry of Appearance on behalf of Allstate Insurance Company. s/Dennis J. Stofko, Esq. no cc	No Judge
01/16/2001	Praecipe for Substitution of Law Firm. Filed by s/Dale S. Douglas, Esq. Cert of Service	No Judge
01/18/2001	Allstate's Answer and New Matter. Filed by s/Dennis J. Stofko, Esq. no cc	No Judge
02/12/2001	Filing: Reissue Writ/Complaint Paid by: Jeffrey Luciana, Esquire Receipt number: 1818206 Dated: 02/12/2001 Amount: \$7.00 (Check) Praecipe To Reinstate Complaint. Filed by s/Edward A. Yurcon, Esq. 1 Reinstated Complaint to Sheriff	No Judge No Judge
02/23/2001	Reply To New Matter Of Allstate Insurance Company. Filed by s/Edward A. Yurcon, Esq. Verification, s/Edward A. Yurcon, Esq. Certificate of Service	No Judge
	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
03/05/2001	Plaintiff's Substitution of Verification to Reply to New Matter of Allstate Insurance Company. Filed. no cc	No Judge
	Entry of Appearance, on behalf of the Defendant, Steven Sawyer. Filed by s/Geoffrey S. Casher, Esq. Cert. of Service no cc	No Judge
01/07/2002	Motion for Summary Judgment. Filed by s/ Dennis J. Stofko, Esq. no cc	No Judge
01/28/2002	Motion for Summary Judgment. Filed by s/Casey Bowes, Esq. Cert of Svc no cc	No Judge
	Response to Motion for Summary Judgment. Filed by s/Casey Bowes, Esq. Cert of Svc no cc	No Judge



Date: 11/01/2000

Clearfield County Court of Common Pleas

NO. 0050439

Time: 01:33 PM

Receipt

Page 1 of 1

Received of: Luciana, Jeffrey J., Esq. \$ 0.00

Zero and 00/100 Dollars

Case: 2000-01254-CD	Plaintiff: Northwestern National Casualty Company	Amount
Civil Complaint		0.00
Paid Prior to Full Court		
<b>Total:</b>		<b>0.00</b>

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Clerk: OLD CASE

By: \_\_\_\_\_  
Deputy Clerk



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

 NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

 ALLSTATE INSURANCE COMPANY,  
 and STEVEN SAWYER

Defendants.

CIVIL DIVISION

No. 00-1254-CO

COMPLAINT IN CIVIL ACTION

Filed on behalf of: Plaintiff,  
Northwestern National Casualty  
Company

Counsel of Record for this Party:

Jeffrey J. Luciana, Esquire  
PA I.D. #62959

Law Offices of Dale S. Douglas, P.C.  
Two Chatham Center  
Suite 400  
Pittsburgh, PA 15219

(412) 471-1399

Firm #986

FILED

OCT 09 2000

William A. Shaw  
Prothonotary



### **NOTICE TO DEFEND**

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

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

**Clearfield County Courthouse  
Prothonotary's Office  
Clearfield, Pa 16830  
Telephone (814) 765-2641**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

CIVIL DIVISION

No.

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,  
and STEVEN SAWYER

Defendants.

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes the Plaintiff, Northwestern National Casualty Company, by and through their attorney, Law Offices of Dale S. Douglas, P.C., and files the within Complaint in Civil Action averring in support thereof as follows:

1. Plaintiff, Northwestern National Casualty Company, is an Illinois corporation and is an insurance company which regularly conducts business in the Commonwealth of Pennsylvania, and which has a principal place of business at 4011 Westchase Boulevard, Raleigh, North Carolina 27611-7257.

2. Defendant, Allstate Insurance Company (hereinafter "Allstate"), is an Illinois corporation and is an insurance company which regularly conducts business in the Commonwealth of Pennsylvania, and which has a principal place of business in this Commonwealth at 301 Brush Creek Road, Warrendale, Pennsylvania 15086.



3. Defendant, Steven Sawyer is an adult individual who resides at 20 Cemetery Road, Clearfield, Pennsylvania 16830.

4. Northwestern National's insured, David Pittman, (hereinafter "insured") is an adult individual who resides at 312 Clearfield Street, Clearfield, Pennsylvania 16830.

5. David Pittman's son, Jacob Pittman (hereinafter "insured's son") is an adult individual who resides at 312 Clearfield Street, Clearfield, Pennsylvania 16830.

6. Plaintiff issued a policy of automobile liability insurance under policy number PAZ3703164 to insured with first party benefit limits of Ten-thousand dollars (\$10,000.00).

7. The above-described automobile liability insurance policy was required to comply with the Pennsylvania Motor Vehicle Financial Responsibility Law (hereinafter, "MVFRL"), 75 Pa.C.S.A. §§1701, et seq., and Plaintiff issued a Pennsylvania Financial Responsibility Identification Card to insured as evidence of such coverage. A copy of such card is attached hereto, made a part hereof and identified as "Exhibit A."

8. At all relevant times, Northwestern's, policy with the insured was in full force and effect.

9. At approximately between 3:30 and 4:30 a.m. on April 11, 1998, Jacob Pittman was operating a 1990 Geo Storm owned by Nicole Humberson along Township Route 247 in Clearfield, Pennsylvania.

10. Plaintiff alleges that at all relevant times to this litigation, Defendant, Allstate provided a policy of automobile liability insurance to Nicole Humberson with



policy number 698822510 with first party benefit limits of Five-thousand Dollars (\$5,000.00), which policy insured Ms. Humberson's Geo.

11. Jacob Pittman operated the vehicle in such a manner so as to cause it to leave the road and overturn.

12. At that time, Defendant Steven Sawyer was a passenger in the vehicle and sustained various injuries.

13. Solely as a result of Defendant Sawyer's injuries, he filed a claim with Plaintiff for First Party Benefits on or about November 11, 1998.

14. Plaintiff's policy of insurance provided first-party medical coverage limits of Ten-thousand dollars (\$10,000.00).

15. Solely as a result of Defendant Sawyer's filing of the aforementioned claim, Plaintiff paid, on July 10, 1998, July 15, 1998, October 19, 1998, November 3, 1998 and November 5, 1998, a total of Ten-thousand dollars (\$10,000.00).

16. Defendant Allstate's policy provides, in relevant part:

**"In accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law, we will pay First Party Benefits for:**

**a) medical expenses (Coverage CC),**

**[. . .]**

**arising from bodily injury to an eligible person resulting from the maintenance or use of a motor vehicle as a vehicle.**

**[. . .]**

**"Eligible person' means:**

**[. . .]**

**b) any other person who sustains bodily injury**

**1) while occupying the insured motor vehicle [. . .]**

Please see Exhibit "B".



17. At all times relevant hereto, Defendant Sawyer was an occupant of the vehicle insured by Allstate.

18. No exclusion for coverage for Defendant Sawyer's Allstate first party benefits is available to Allstate for denial of coverage.

19. Allstate's policy must comply with the Pennsylvania Motor Vehicle Financial Responsibility Law (MVFRL).

20. According to the MVFRL, Plaintiff's policy does not apply to Defendant Sawyer's claim.

21. Allstate has refused and continues to refuse to reimburse Plaintiff for Plaintiff's payment in error.

22. Section 1713(a) of Title 75 of Pennsylvania Statutes states:

(a) General Rule.—Except as provided in section 1714 (relating to ineligible claimants), a person who suffers injury arising out of the maintenance or use of a motor vehicle shall recover first party benefits against applicable insurance coverage in the following order of priority:

- (1) For a named insured, the policy on which he is the named insured.
- (2) For an insured, the policy covering the insured.
- (3) For the occupants of an insured motor vehicle, the policy on that motor vehicle.

23. Steven Sawyer, as an occupant of Nicole Humberson's vehicle, which is covered by Allstate's insurance policy, is an individual who does not own a car nor does he live in a household where coverage would apply, therefore, first party benefits should be paid by the Allstate which provided the "policy on that motor vehicle."



24. Plaintiff seeks reimbursement of first party benefits paid to Steven Sawyer as Allstate is required to pay first party benefits under 75 Pa.C.S. 1713(3).

**COUNT 1 - NORTHWESTERN v. ALLSTATE**

25. Plaintiff incorporates by reference paragraphs 1 through 20 of this complaint as if more fully set forth herein.

26. Plaintiff paid Ten-thousand dollars (\$10,000.00) to Defendant's insured as first party benefits for payment medical bills of an uninsured passenger in a vehicle insured by Defendant.

27. According to 75 Pa.C.S. Section 1713(3) the priority of payment requires that an occupant of a motor vehicle injured out of the maintenance or use of a motor vehicle shall recover first party benefits from the policy on that motor vehicle.

28. Defendant, Allstate, provided a limit of Five-thousand Dollars (\$5,000.00) for first party benefits to the owner of the automobile involved in the accident.

29. Defendant, Allstate, is liable to Plaintiff for payment of Five-thousand Dollars of first party benefits for medical services provided to an injured occupant of an automobile covered by Defendant's, Allstate, policy of insurance.

30. Plaintiff seeks reimbursement of Five-thousand Dollars from Defendant, Allstate, for money paid to medical providers on behalf of an uninsured occupant of a vehicle covered by the policy on that motor vehicle, which was, at the time of the incident, provided by Defendant.



WHEREFORE, Plaintiff, Northwestern National Casualty Company, respectfully requests this Honorable Court:

1. To compel Allstate to produce a copy of the applicable Declarations Page and policy so that Plaintiff can determine the applicable limit of available liability coverage and the amount of liability coverage carried by it's insured;
2. To determine, as a matter of law, that Defendant is liable to Plaintiff for payments plaintiff made to medical providers who provided medical services to the injured passenger of Defendant's insured;
3. To determine that the Defendant owes Plaintiff Five-thousand Dollars \$5,000 for reimbursement of first party medical payments made to the injured passenger of Defendant's insured;
4. To determine that the Defendant owes Plaintiff and/or must contribute to any liability coverage for its pro rata share of liability; and,
5. To award interest, costs and such other relief as this Court shall determine to be appropriate.

**COUNT 2 - NORTHWESTERN v. STEVEN SAWYER**

25. Plaintiff incorporates by reference paragraphs 1 through 24 of this complaint as if more fully set forth herein.

26. Defendant filed a claim against Plaintiff and Plaintiff paid Ten-thousand Dollars (\$10,000.00) to medical providers who provided medical services to Defendant, Steven Sawyer.



27. Plaintiff paid Ten-thousand dollars (\$10,000.00) to medical providers on behalf of Defendant for medical services provided to him by various medical service providers.

28. Defendant, Steven Sawyer, through his medical providers, accepted Plaintiff's payments, on his behalf, to medical providers who provided medical service to him and for which he would have to pay, except for Plaintiff's payments.

29. Defendant, an uninsured occupant of a vehicle insured by co-Defendant, Allstate, entered that vehicle while intoxicated and knowing that the driver of that vehicle was intoxicated to the level which would make it unsafe to enter that vehicle.

30. Defendant, Steven Sawyer, received an excess of first party benefits as his claim would be limited to Five-thousand Dollars (5,000.00) which is the limit of first party benefits provided by Allstate.

31. It would be unjust and inequitable to permit Steven Sawyer to retain the total payment of Ten-thousand Dollars (\$10,000.00), which is Five-thousand Dollars (\$5,000.00) excess over what the policy which has priority to Plaintiff's policy.

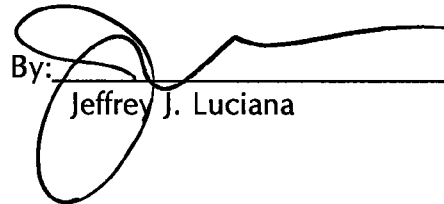
32. Plaintiff seeks reimbursement for Five-thousand Dollars (\$5,000.00) for the excess of benefits paid to medical providers on behalf of Defendant, Steven Sawyer.

WHEREFORE, Plaintiff, Northwestern National Casualty Insurance Company, requests that this Honorable Court determine, as a matter of law, that Defendant is liable to Plaintiff for payments Plaintiff made to medical providers who provided medical services to him.



Respectfully submitted,

LAW OFFICES OF DALE S. DOUGLAS, P.C.

By:  \_\_\_\_\_  
Jeffrey J. Luciana



DAVID PITTMAN  
AND DARLA PITTMAN  
312 CLEARFIELD ST

**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME  
23906 NORTHWESTERN NATIONAL CASUALTY COMPANY

NAME AND ADDRESS OF INSURED

DAVID PITTMAN  
AND DARLA PITTMAN  
312 CLEARFIELD ST  
CLEARFIELD PA 16830

POLICY NUMBER  
PAZ 3703164 11

EFFECTIVE DATE  
01/15/98

EXPIRATION DATE  
07/15/98

DESCRIPTION OF VEHICLE

1979	CHEV CAPRICE CL	1N69L9J139330
Year	Make/Model	Vehicle Identification Number

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE.  
SEE IMPORTANT MESSAGE ON REVERSE SIDE

R1413d (Ed. 7-90)

**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME  
23906 NORTHWESTERN NATIONAL CASUALTY COMPANY

NAME AND ADDRESS OF INSURED

DAVID PITTMAN  
AND DARLA PITTMAN  
312 CLEARFIELD ST  
CLEARFIELD PA 16830

POLICY NUMBER  
PAZ 3703164 11

EFFECTIVE DATE  
01/15/98

EXPIRATION DATE  
07/15/98

DESCRIPTION OF VEHICLE

1987	CHEV BERETTA	1G1LV116HY208763
Year	Make/Model	Vehicle Identification Number

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE.  
SEE IMPORTANT MESSAGE ON REVERSE SIDE

R1413d (Ed. 7-90)

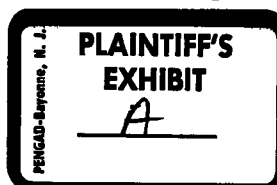
**IMPORTANT NOTICE - Regarding Your Financial Responsibility Insurance Identification Card.**

This Insurance Company is required by Pennsylvania law to sent you an I.D. card. This card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement.

The I.D. card information may be used for vehicle registration and replacing license plates. If your liability insurance policy is not in effect, the I.D. card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I.D. card fraudulently, such as using the card as proof of financial responsibility after the insurance policy is terminated.





**PART 2**  
**FIRST PARTY BENEFITS COVERAGE**  
**COVERAGES CC, CF, VW, VM, CE**

**Coverage CC — Medical Expenses**  
**Coverage CF — Funeral Expenses**  
**Coverage VW — Income Loss**  
**Coverage VM — Accidental Death**  
**Coverage CE — Combination Package**

In accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law, we will pay First Party Benefits for:

1. a) **medical expenses** (Coverage CC),  
b) **income loss** (Coverage VW), and  
c) **funeral expenses** (Coverage CF)

arising from **bodily injury** to an **eligible person** resulting from the maintenance or use of a **motor vehicle** as a vehicle.

2. **accidental death** (Coverage VM) arising from **bodily injury** to the **named insured** or **relative** resulting from the maintenance or use of a **motor vehicle** as a vehicle.

Only the First Party Benefits shown as applicable in the declarations will apply.

**Definitions**

"We", "us" and "our" mean the Company providing this insurance.

"**Accidental death**" means the death of the **named insured** or **relative** if death occurs within 24 months from the date of the accident. The death benefit shall be paid to the executor or administrator of the estate of the **named insured** or **relative**.

"**Bodily Injury**" means accidental bodily harm to a person and that person's resulting illness, disease or death.

"**Catastrophic Loss Trust Fund**" means the Fund established under the Pa. Motor Vehicle Financial Responsibility Law (75 Pa. C.S. Ch. 17 F)

"**Eligible person**" means:

- a) the **named insured** or any **relative**;
- b) any other person who sustains **bodily injury**
  - (1) while occupying the **insured motor vehicle**, or
  - (2) while a non-occupant of a **motor vehicle** if injured as a result of an accident in Pennsylvania involving the **insured motor vehicle**. An unoccupied parked **insured motor vehicle** is not a **motor vehicle** involved in an accident unless it was parked in a manner as to create an unreasonable risk of injury.

"**Funeral expenses**" means reasonable expenses directly related to the funeral, burial, cremation or other form of disposition of the remains of the deceased **eligible person**. The expenses must be incurred as a result of the death of the **eligible person** and within 24 months from the date of the accident.

"**Income loss**" means eighty (80%) percent of gross income actually lost by an **eligible person**. **Income loss** includes reasonable expenses actually incurred for hiring:

- (a) a substitute to perform the work a self-employed **eligible person** would have performed except for the **bodily injury**, or
- (b) special help, thereby enabling a person to work,

thereby reducing loss of gross income.

**Income loss** does not include:

- (a) loss of expected income for any period following the death of an **eligible person**, or
- (b) expenses incurred for services performed following the death of an **eligible person**, or
- (c) any loss of income during the first five (5) working days the **eligible person** did not work after the accident because of the **bodily injury**. These five (5) working days do not have to be consecutive.

Exhibit B



# VERIFICATION

I, Stephen C. Smith, who is authorized by Plaintiff to verify, in the above-captioned case, state that the facts set forth in the foregoing Complaint in Arbitration are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Stephen C. Smith

9-25-06

Date



02-12-01 Document  
Discontinued/Reissued to Sheriff/Agency  
for service.

*William A. Shaw*  
Deputy Prothonotary

FILED

OCT 09 2000  
M 8:49  
William A. Shaw  
Prothonotary

att, Luciana  
PD \$80.00  
Ice Swirls



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

10269

NORTHWESTERN NATIONAL CASUALTY COMPANY

00-1254-CD

VS.

ALLSTATE INSURANCE COMPANY, a/

COMPLAINT

**SHERIFF RETURNS**

NOW OCTOBER 9, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON ALLSTATE INSURANCE COMPANY, DEFENDANT.

NOW OCTOBER 12, 2000 SERVED THE WITHIN COMPLAINT ON ALLSTATE INSURANCE COMPANY, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SUE BAUST, PROCESSOR.

**Return Costs**

Cost	Description
27.77	SHFF. HAWKINS PAID BY: ATTY.
34.75	SHFF. DEFAZIO PAID BY: ATTY.
3.00	NOTARY (ALLEGHENY) PAID BY; ATTY.
10.00	SURCHARGE PAID BY: ATTY.

OCT 30 2000  
01:45  
Will  
Proc.

E  
K24

Sworn to Before Me This

30th Day Of October 2000

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

*Chester A. Hawkins*  
*by Marilyn Farn*  
Chester A. Hawkins  
Sheriff



PETER R. DEFAZIO  
Sheriff

# ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF Northwestern Hotel Co. Co.

VS.

DEFT Allstate Ins. Co.

ADD. DEFT.

ADD. DEFT.

GARNISHEE

ADDRESS 301 Brush Creek Rd  
Warrendale Pa 15086

MUNICIPALITY or CITY WARD

MARSHALL

DATE: 9/29

18000

ATTY'S Phone: 412-471-1399

ATTY

ADDRESS

4100 Churchman Center  
Pgh Pa 15219

CASE # 00-1254-CD

EXPIRES 11-8-00

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL or SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY or GARNISHEE

☐ OTHER

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☒ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, October 9 2000, I, SHERIFF OF Allegheny County, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law.

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

## SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 12th day of Oct, 2000 at 2:15 o'clock, A.M./P.M. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☒ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other

☐ Property Posted

Defendant not found because:

☐ Moved

☐ Unknown

☐ No Answer

☐ Vacant

☐ Other

☐ Certified Mail

☐ Receipt

☐ Envelope Returned

☐ Neither Receipt or envelope returned; writ expired

☐ Regular Mail

Why:

Notal Seal  
Sheila R. O'Brien, Notary Public  
Pittsburgh Allegheny County  
My Commission Expires June 19, 2004  
Member, Pennsylvania Association of Notaries

X SUE BAUST - PROCESSOR

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_, levy was made in the case of \_\_\_\_\_

Possession/ Sale has been set for \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock.

**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS \_\_\_\_\_

**PETER R. DEFAZIO, Sheriff**

Additional Costs Due \$\_\_\_\_\_, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

By

JERRY E. HANLON, SR.  
ALLEGHENY CO  
SHERIFFS DEPARTMENT

District

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff

vs.

No. 00-1254 CD

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants

ENTRY OF APPEARANCE

Please enter my appearance for Defendant, Allstate Insurance Company,  
in the above matter. Papers may be served at the address listed below.

DEMAND FOR JURY TRIAL

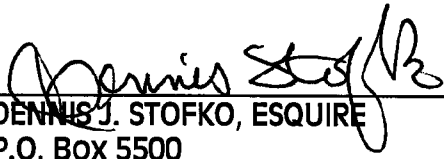
Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as  
amended, a Jury Trial is demanded on all issues raised by the pleadings in this  
action.

I certify this Entry of Appearance and Demand for Jury Trial shall be  
served forthwith by ordinary mail upon all parties.

FILED

JAN 11 2001

William A. Shaw  
Prothonotary

  
DENNIS J. STOFKO, ESQUIRE  
P.O. Box 5500  
Johnstown, Pa. 15904  
814 262-0064  
ID 27638



FILED

JAN 11 2001

171/43/2001  
William A. Shaw  
Prothonotary

*WAS*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**PRAECIPE FOR SUBSTITUTION  
OF LAW FIRM**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Dale S. Douglas  
Pa. I.D. #62384

Edward A. Yurcon  
Pa. I.D. #30830

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

JAN 16 2001

William A. Shaw  
Prothonotary



**PRAECIPE FOR SUBSTITUTION OF LAW FIRM**

To: Prothonotary

Kindly substitute the appearance of Law Offices of Dale  
S. Douglas, P.C. with Anstandig, McDyer, Burdette & Yurcon, P.C.

A JURY TRIAL IS DEMANDED.

Respectfully submitted,

ANSTANDIG, MCDYER, BURDETTE & YURCON, P.C.

By:   
Dale S. Douglas



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the  
within Praecipe for Substitution of Law Firm has been served, by  
U.S.Mail, postage prepaid, or by hand-delivery, this 12 day  
of Jan, 2001.

Michael C. Maselli, Esquire  
Law Office of Marianne C. Mnich  
Two Mellon Bank Center  
501 Grant Street, Suite 405  
Pittsburgh, Pa 15219-4403

ANSTANDIG, MCDYER, BURDETTE & YURCON, P.C.

By:   
Dale S. Douglas



FILED

JAN 16 2001

William A. Strickland  
Prothonotary

*WAS*



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

**NORTHWESTERN NATIONAL  
CASUALTY COMPANY,**

**Plaintiff**

**vs.**

**No. 00-1254 CD**

**ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,**

**Defendants**

**ALLSTATE'S ANSWER AND NEW MATTER**

**Counsel of record for this party:  
Dennis J. Stofko, Esquire  
P.O. Box 5500  
Johnstown, Pa. 15904  
814 262-0064  
ID 27638**

**TO THE PARTIES:**

**You are hereby notified to reply to the  
enclosed New Matter within 20 days from  
service hereof or a default judgment  
may be entered against you.**

**FILED**

**JAN 18 2001**

**William A. C. [unclear]  
Prothonotary**



**ANSWER AND NEW MATTER**

NOW COMES the Defendant, Allstate Insurance Company, by and through counsel, Dennis J. Stofko, and files the following Answer and New Matter.

1. Admitted.

2. Admitted.

3. Admitted.

4. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

5. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

6. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

7. Admitted.

8. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

9. Admitted.

10. Admitted.



11. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

12. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

13. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

14. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

15. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

16. Admitted in part, denied in part. It is admitted that paragraph 16 contains select portions of the provisions relative to the payment of first party benefits. However the defendant Allstate avers that it does not include all definitions and exclusions applicable to the instant matter which will be set forth more fully in the New Matter.

17. Admitted.



18. Denied. It is specifically denied that no applicable exclusions apply. To the contrary, the Defendant incorporates its New Matter as set forth more fully herein.

19. Denied. Paragraph 19 contains conclusion of law to which no responsive pleading is required.

20. Denied. Paragraph 20 contains conclusion of law to which no responsive pleading is required.

21. Denied. It is specifically denied that Allstate's refusal to reimburse plaintiff for plaintiff's payment in error. To the contrary, the defendant, Allstate Insurance the coverage for payment of first party benefits is specifically excluded by the Allstate policy.

22. Denied. Paragraph 22 contains a conclusion of law to which no responsive pleading is required.

23. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

24. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

25. Denied. See previous Answers.



26. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

27. Admitted in part, denied in part. It is admitted that 75 Pa. C.S. Section 1713(3) outlines the priority of payment. However this is subject to the terms and conditions of the applicable policy which Allstate incorporates by reference herein and avers that the applicable exclusion of the policy excludes payment of first party benefits in the instant matter.

28. Admitted.

29. Denied. It is specifically denied that Defendant, Allstate is liable to plaintiff for payment of \$5,000 first party medical benefits for the reasons more fully set forth in the Answer and New Matter.

30. Denied. See previous Answers.

WHEREFORE, Defendant, Allstate Insurance requests that Plaintiff's Complaint be dismissed.

25. Denied. See previous Answers.

26 – 32. Denied. Paragraphs 26 through 32 contain allegations directed to parties other than this answering defendant for which no response is required.



**NEW MATTER**

33. At all times material hereto the Defendant, Allstate Insurance Company avers that the vehicle owned by Nichole Humberson was operated by Jacob M. Pittman without the express or implied permission of the owner, Nichole Humberson.

34. The Defendant, Allstate Insurance Company avers that at all times material herein the Allstate policy provides as follows:

"First Party Benefits Coverage. Exclusions

This coverage does not apply to bodily injury to:

(c) any person other than the named insured or any relative, who knowingly converts a motor vehicle if the bodily injury arises out of the maintenance or use of the converted vehicle." (See Exhibit A attached hereto)

35. The Defendant, Allstate Insurance Company avers that at all times material herein the vehicle was converted by Jacob Pittman thereby making the above exclusion applicable.

36. Furthermore Defendant Allstate avers that the vehicle is not an insured vehicle under the definition of the policy as follows:

"Insured motor vehicle" means a motor vehicle:

(a) to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and

(b) for which the named insured maintains First Party Benefits as required under the Pennsylvania Motor Vehicle Financial Responsibility Law. (See Exhibit A attached hereto)

WHEREFORE, Defendant Allstate requests judgment on their behalf.

  
DENNIS STOFKO, Attorney for  
Defendant Allstate



**"Insured motor vehicle" means a motor vehicle:**

- (a) to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) for which the **named Insured** maintains First Party Benefits as required under the Pennsylvania Motor Vehicle Financial Responsibility Law.

**"Medical expenses" means reasonable and necessary charges incurred for:**

- (a) medical treatment, including but not limited to:
  - (1) medical, hospital, surgical, nursing and dental services;
  - (2) medications, medical supplies and prosthetic devices; and
  - (3) ambulance;
- (b) medical and rehabilitative services, including but not limited to:
  - (1) medical care;
  - (2) licensed physical therapy, vocational rehabilitation and occupational therapy;
  - (3) osteopathic, chiropractic, psychiatric and psychological services; and
  - (4) optometric services, speech pathology and audiology;
- (c) nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

All medical treatment and medical and rehabilitative services must be provided by or prescribed by a person or facility approved by the Department of Health, the equivalent governmental agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided.

Payment of **medical expenses** incurred after 18 months from the date of the accident causing **bodily injury** shall be made only if within 18 months from the date of the accident it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the injury.

**"Motor vehicle" means any vehicle which is self-propelled except one which is propelled**

- (a) solely by human power,
- (b) by electric power obtained from overhead trolley wires, or
- (c) upon rails.

**"Named Insured" means the person or organization named in the declarations including the spouse if a resident in the same household.**

**"Occupying" means in or upon, entering into or alighting from.**

**"Relative" means, if a resident in the same household as the named Insured:**

- (a) the spouse of the **named insured**,
- (b) any person related to the **named insured** by blood, marriage or adoption, including a minor in the custody of the **named insured**, or such related person,

whether or not temporarily residing elsewhere.

#### **Exclusions**

This coverage does not apply to **bodily injury** to:

- (a) any person, who is the owner of a currently registered **motor vehicle** for which Financial Responsibility is not provided, while occupying or when struck by that **motor vehicle**.
- (b) any person while **occupying** a motorcycle, motor-driven cycle, motorized pedalcycle or like type vehicle required to be registered under Title 75 or a recreational vehicle not intended for highway use;
- (c) any person other than the **named insured** or any **relative**, who knowingly converts a **motor vehicle** if the **bodily injury** arises out of the maintenance or use of the converted vehicle;

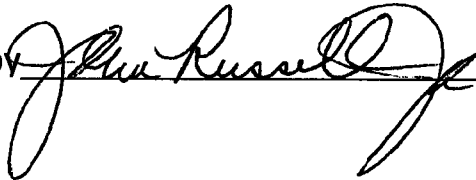




I, John Russell, Jr. , being an authorized representative of Allstate Insurance do hereby swear or affirm that the facts set forth in the Answer and New Matter are correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.

ALLSTATE INSURANCE COMPANY

by \_\_\_\_\_

Dated: 1/11/01



FILED

JAN 18 2001

10711-38105

William A. C. 77

Florida 11-7

68



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**PRAECIPE TO REINSTATE  
COMPLAINT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Edward A. Yurcon  
Pa. I.D. #30830

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

FEB 12 2001

William A. Shaw  
Prothonotary



**PRAECIPE TO REINSTATE COMPLAINT**

To: Prothonotary

Kindly reinstate Plaintiff's Complaint in the above-captioned matter.

A JURY TRIAL IS DEMANDED.

ANSTANDIG, MCDYER, BURDETTE & YURCON, P.C.

By: 

Edward A. Yurcon  
Attorney for Plaintiff



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the  
within Praecipe to Reinstate Complaint has been served, by  
U.S.Mail, postage prepaid, or by hand-delivery, this 8<sup>th</sup> day  
of February, 20 01.

Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

ANSTANDIG, MCDYER, BURDETTE & YURCON, P.C.

By: 

Edward A. Yurcon



2:12:01 Document  
~~Reinstated/Reissued to Sheriff/Attorney~~  
for service.  
William A. Shaw  
Deputy Prothonotary

FILED

FFR 12 2001

M 19 02-1 Att Lucene  
William A. Shaw  
Prothonotary

pd \$7.00

1 Reinstated Complaint  
to Sheriff  
E. J. [Signature]



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

REPLY TO NEW MATTER OF  
ALLSTATE INSURANCE COMPANY

Filed on behalf of:  
Plaintiff

Counsel of Record for this party:

Dale S. Douglas  
Pa. I.D. #62384

Edward A. Yurcon  
Pa. I.D. #30830

Anstandig, McDyer, Burdette &  
Yurcon, P.C.  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

FEB 23 2001

William A. Shaw  
Prothonotary



**REPLY TO DEFENDANT, ALLSTATE INSURANCE COMPANY'S  
NEW MATTER**

AND NOW, comes the Plaintiff, Northwestern National Casualty Company, by its attorneys, Anstandig, McDyer, Burdette & Yurcon, P.C., and files and serves the within Reply to Defendant, Allstate Insurance Company's New Matter, averring in support thereof:

1. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments contained in paragraphs 33 and 34 of Defendant's New Matter. As such, those averments are deemed to be denied, placed at issue, and strict proof thereof is demanded at the time of trial.

2. Paragraphs 35 and 36 of Defendant's New Matter contain conclusions of law to which no responses are required. To the extent that responses are deemed necessary, these averments are denied.

WHEREFORE, Plaintiff, Northwestern National Casualty Company, respectfully requests this Honorable Court:

1. To compel Allstate to produce a copy of the applicable Declarations Page and policy so that Plaintiff can determine the applicable limit of available liability coverage and the amount of liability coverage carried by it's insured;
2. To determine, as a matter of law, that Defendant is liable to Plaintiff for payments plaintiff made to medical providers who provided medical services to the injured passenger of Defendant's insured;
3. To determine that the Defendant owes Plaintiff Five-thousand Dollars \$5,000 for reimbursement of first



party medical payments made to the injured passenger  
of Defendant's insured;

4. To determine that the Defendant owes Plaintiff and/or  
must contribute to any liability coverage for its pro  
rata share of liability; and,
5. To award interest, costs and such other relief as this  
Court shall determine to be appropriate.

Respectfully submitted,

ANSTANDIG, McDYER, BURDETTE & YURCON, P.C.

By: \_\_\_\_\_

Edward A. Yurcon



**VERIFICATION**

I, Edward A. Yurcon, Esquire, hereby verify that the statements set forth in the foregoing Reply to New Matter 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. Section 4904 relating to unsworn falsification to authorities.



---

2-20-2001  
Date



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the within Reply to New  
Matter has been served, by U.S.Mail, postage prepaid, or by hand-delivery, this \_\_\_\_\_  
day of January 21, 2001.

Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

ANSTANDIG, McDYER, BURDETTE & YURCON, P.C.

By: \_\_\_\_\_

Edward A. Yurcon



FILED

FEB 23 2001

11:55/1200  
William A. Shaw  
Prothonotary





**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10269

NORTHWESTERN NATIONAL CASUALTY COMPANY

00-1254-CD

VS.

ALLSTATE INSURANCE COMPANY, aI

COMPLAINT

**SHERIFF RETURNS**

NOW FEBRUARY 21, 2001 AT 2:25 PM EST SERVED THE WITHIN COMPLAINT ON STEVEN SAWYER, DEFENDANT AT RESIDENCE, 416 E. LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO STEVEN SAWYER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

**Return Costs**

Cost	Description
12.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

FEB 23 2001  
6/11:50  
William A. Shaw  
Prothonotary

*[Handwritten initials]*

Sworn to Before Me This

23rd Day Of February 2001  
*[Signature of William A. Shaw]*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

*[Signature of Chester A. Hawkins]*  
by *[Signature of Mark H. Hays]*  
Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**PLAINTIFFS' SUBSTITUTION OF  
VERIFICATION TO REPLY TO  
NEW MATTER OF ALLSTATE  
INSURANCE COMPANY**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Dale S. Douglas  
Pa. I.D. #62384

Edward A. Yurcon  
Pa. I.D. #30830

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

MAR 05 2001

William A. Shaw  
Prothonotary



## VERIFICATION

I, Stephen Smith, the Claims Supervisor, an authorized agent of Northwestern National Casualty Company, Plaintiff, states that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of his/her knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Stephen C Smith  
Claims Supervisor

2-26-01

Date



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PLAINTIFFS' SUBSTITUTION OF VERIFICATION TO REPLY TO NEW MATTER OF ALLSTATE INSURANCE COMPANY has been served upon the following counsel by mailing a copy, postage pre-paid, this 2nd day of MARCH, 2001, to the following:

Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

ANSTANDIG, McDYER, BURDETTE & YURCON, P.C.

BY: 

ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



**FILED**

MAR 05 2001

M 10:30 / no cc

William A. Shaw

Prothonotary

*WAS*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

No. 00-1254-CD

Plaintiff

vs.

ALLSTATE INSURANCE  
COMPANY, and STEVEN  
SAWYER,

Defendants

**ENTRY OF APPEARANCE**

Filed on behalf of:  
Defendant, Steven Sawyer

Counsel of record for this party:

GEOFFREY S. CASHER, ESQUIRE  
E-mail address: gcasher@edgarsnyder.com

PA I.D. No. 35309

EDGAR SNYDER & ASSOCIATES, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

(814) 472-9000

**FILED**

MAR 05 2001

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWESTERN NATIONAL No. 00-1254-CD  
CASUALTY COMPANY,

Plaintiff

vs.

ALLSTATE INSURANCE  
COMPANY, and STEVEN  
SAWYER,

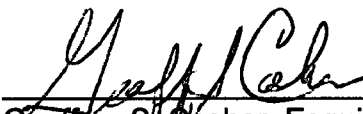
Defendants

**ENTRY OF APPEARANCE**

TO: William A. Shaw, Prothonotary

Kindly enter my appearance on behalf of the Defendant, STEVEN SAWYER, in the  
above captioned case.

EDGAR SNYDER & ASSOCIATES, LLC

  
\_\_\_\_\_  
Geoffrey S. Casher, Esquire  
Attorney for Defendant, Steven Sawyer

Date: March 2, 2001

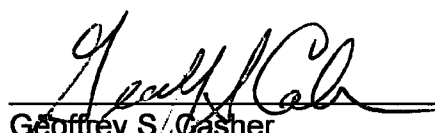


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Entry of Appearance was served on all Counsel listed below, by First Class Mail, postage prepaid, on this 2<sup>nd</sup> day of March, 2001:

Jeffrey J. Luciana, Esquire  
LAW OFFICES OF DALE S. DOUGLAS, PC  
Two Chatham Center  
Suite 400  
Pittsburgh PA 15219

Dennis J. Stofko, Esquire  
R. THOMAS STRAYER LAW OFFICES  
969 Eisenhower Boulevard  
P. O. Box 5500  
Johnstown PA 15904

  
\_\_\_\_\_  
Geoffrey S. Gasher  
Attorney for Defendant, Steven Sawyer



FILED

MAR 05 2001

M/L.S./MOCC  
William A. Shanley  
Prothonotary *Shanley*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff

vs.

No. 00-1254 CD

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants

MOTION FOR SUMMARY JUDGMENT

Counsel of record for this party:

Dennis J. Stofko, Esquire

P.O. Box 5500

Johnstown, Pa. 15904

814 262-0064

ID 27638

FILED

JAN 07 2002

m 1:34 | nore

William A. Shaw  
Prothonotary

WAS



### **MOTION FOR SUMMARY JUDGMENT**

AND NOW comes the defendant, Allstate Insurance Company, hereinafter identified as "Allstate" by and through counsel, Dennis J. Stofko and pursuant to Pa.R.C.P. 1035.1 *et seq.*, moves this Honorable Court for the entry of Summary Judgment as follows:

1. Responsive pleadings have been filed, on behalf of Allstate, in this action. The pleadings are now closed and discovery has been completed by the parties.

2. On or about April 11, 1998 the plaintiff, Steven Sawyer, was a guest passenger in a vehicle being operated by the defendant, Jacob M. Pittman, hereinafter "Pittman". At the time of the accident the vehicle was owned by Nicole Humberson, hereinafter "Humberson," and insured by Allstate.

3. As Pittman was operating the vehicle on Township Route 247 in Lawrence Township, Pittman lost control causing the vehicle to leave the highway and struck an embankment.

4. Humberson, in an action for Declaratory Judgment to determine whether Humberson permitted Pittman to use her vehicle, moved this Honorable Court, and was subsequently granted by Order of Court dated November 21, 2001, summary judgment that established Pittman's non-permissive use and subsequent conversion of the Humberson vehicle.

5. At the time of Pittman's non-permissive use of the Humberson vehicle, the plaintiff, Northwestern National Casualty Company, hereinafter identified as "Northwestern," insured Pittman under a policy in his father, David Pittman's, name.



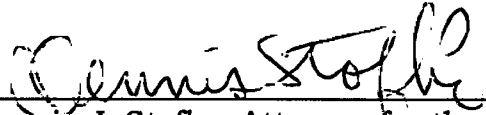
6. Northwestern, upon application by Sawyer, paid first-party benefits to Sawyer under the applicable Pittman insurance policy. At present, Northwestern seeks reimbursement of these payments from Allstate as insurer of the Humberson vehicle.

7. Pursuant to the said Allstate insurance policy, the Humberson vehicle is excluded from insurance coverage by the aforestated actions of Pittman.

8. Therefore, by being excluded from any Allstate insurance coverage by the non-permissive, and thereby converted use of the Humberson vehicle, no applicable coverage exists for first-party benefits to the occupant, Sawyer.

9. Furthermore, besides being expressly excluded from the applicable Allstate insurance policy for the aforestated reasons, Allstate has no duty under 75 Pa.C.S.A. §1713(3) to pay the first-party benefits of Steven Sawyer.

WHEREFORE, the defendant, Allstate Insurance Company respectfully requests your Honorable Court to enter judgment in its favor and dismiss the plaintiff's complaint.

  
Dennis J. Stofko, Attorney for the  
defendant, Allstate Insurance  
Company



CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**MOTION FOR SUMMARY JUDGMENT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Edward A. Yurcon, Esquire  
Pa. I.D. #30830

Casey Bowes, Esquire  
Pa. I.D. #88156

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

JAN 26 2002

William A. Shaw  
Prothonotary



**MOTION FOR SUMMARY JUDGMENT**

AND NOW comes the Plaintiff, Northwestern National Casualty Company, hereinafter "Northwestern", by and through its attorneys, Anstandig, McDyer, Burdette & Yurcon, P.C., and moves this Honorable Court for the entry of Summary Judgment as follows:

1. On April 11, 1998, Jacob Pittman, the driver, and Defendant Steven Sawyer, while traveling in a motor vehicle owned by Nichole Humberson, were involved in a one-vehicle accident in which Defendant Sawyer sustained various injuries.

2. At all relevant times, Plaintiff provided a policy of automobile liability insurance to Jacob Pittman's father, David Pittman, with first party benefit limits of Ten-thousand dollars (\$10,000.00).

3. At all relevant times, Defendant, Allstate Insurance Company (hereinafter "Allstate") provided a policy of automobile liability insurance to Nicole Humberson with first party benefit limits of Five-thousand dollars (\$5,000.00), which policy insured Ms. Humberson's motor vehicle.

4. Solely as a result of Defendant Sawyer's injuries, he filed a claim with Plaintiff for first party benefits.



5. Solely as a result of Defendant Sawyer's filing of the aforementioned claim, Plaintiff paid, on July 10, 1998, July 15, 1998, October 19, 1998, November 3, 1998 and November 5, 1998, a total of Ten-thousand dollars (\$10,000).

6. Plaintiff initiated the present action seeking reimbursement from Defendant Allstate as insurer of the Humberson vehicle.

7. Defendant Allstate filed a motion for summary judgment seeking to dismiss Plaintiff's complaint.

8. Defendant Allstate's policy provision provides, in relevant part:

**"In accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law, we will pay First Party Benefits for:**

a) **medical expenses** (Coverage CC),

\*\*\*

arising from **bodily injury** to an **eligible person** resulting from the maintenance or use of a **motor vehicle** as a vehicle.

\*\*\*

**'Eligible person'** means:

\*\*\*

b) any other person who sustains **bodily injury**

1) while **occupying the insured motor vehicle ..."**

See Exhibit "A".



9. Even Defendant Allstate admits that Defendant Sawyer would be an "eligible person" for First party benefits under its policy, but for the finding in a separate declaratory judgment action brought by Ms. Humberson that Jacob Pittman's use of the motor vehicle was non-permissive. (Allstate Brief in Support of Motion for Summary Judgment at 6.)

10. Ms. Humberson's declaratory judgment action does not effect the Pennsylvania Motor Vehicle Financial Responsibility Law (MVFRL) or Allstate's policy with regard to first party benefits.

11. No exclusion for coverage for Defendant Sawyer's Allstate first party benefits is available to Allstate for denial of coverage.

12. Section 1713(a) of Title 75 of Pennsylvania Statutes states:

(a) General Rule.- Except as provided in section 1714 (relating to ineligible claimants), a person who suffers injury arising out of the maintenance or use of a motor vehicle shall recover first party benefits against applicable insurance coverage in the following order of priority:

- (1) For a named insured, the policy on which he is the named insured.
- (2) For an insured, the policy covering the insured.
- (3) For the occupants of an insured motor vehicle, the policy on that motor vehicle.



13. Defendant Sawyer, as an occupant of Ms. Humberson's vehicle, which is covered by Defendant Allstate's insurance policy, is an individual who does not own a car nor does he live in a household where coverage would apply, therefore, first party benefits in the amount of Five-thousand dollars (\$5,000.00) should be paid to Plaintiff by Defendant Allstate, which provided the policy on the motor vehicle.

WHEREFORE, the plaintiff, Northwestern National Casualty Company, respectfully requests this Honorable Court to enter judgment in its favor.

RESPECTFULLY SUBMITTED,

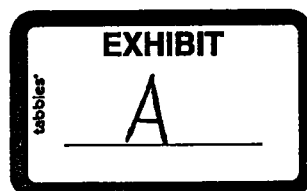
Anstandig, McDyer, Burdette &  
Yurcon, P.C.

By:

Cathy D. Bowes  
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY  
COMPANY



**EXHIBIT A**





**Part 2 — First Party Benefits Coverage**  
**(Coverages CC, CF, VW, VM, CE)**

***Action Against Allstate***

No insured person can sue us under this coverage unless there is full compliance with all the terms of the policy.

If liability has been determined by judgment after trial, or by written agreement among the insured person, the other person, and us, then whoever obtains this judgment or agreement against the insured person may sue us up to the limits of this coverage. However, no one has a right to join us in a suit to determine legal responsibility.

***Bankruptcy Or Insolvency***

The bankruptcy or insolvency of an insured person won't relieve us of any obligation.

***What To Do In Case Of An Auto Accident Or Claim***

If an insured person has an auto accident or information that a claim may be made against that person, we must be informed promptly of all details. If an insured person is sued as a result of an auto accident, we must be informed immediately so we can provide defense.

**Coverage CC — Medical Expenses**

**Coverage CF — Funeral Expenses**

**Coverage VW — Income Loss**

**Coverage VM — Accidental Death**

**Coverage CE — Combination Package**

In accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law, we will pay First Party Benefits for:

1. a) **medical expenses** (Coverage CC),  
b) **income loss** (Coverage VW), and  
c) **funeral expenses** (Coverage CF)

arising from **bodily injury** to an **eligible person** resulting from the maintenance or use of a **motor vehicle** as a vehicle.

2. **accidental death** (Coverage VM) arising from **bodily injury** to the **named insured** or **relative** resulting from the maintenance or use of a **motor vehicle** as a vehicle.

Only the First Party Benefits shown as applicable in the declarations will apply.

***Definitions***

"We", "us" and "our" mean the Company providing this insurance.

"**Accidental death**" means the death of the **named insured** or **relative** if death occurs within 24 months from the date of the accident. The death benefit shall be paid to the executor or administrator of the estate of the **named insured** or **relative**.

"**Bodily Injury**" means accidental bodily harm to a person and that person's resulting illness, disease or death.



**"Catastrophic Loss Trust Fund"** means the Fund established under the Pa. Motor Vehicle Financial Responsibility Law (75 Pa. C.S. Ch. 17 F.)

**"Eligible person"** means:

- a) the **named insured** or any **relative**;
- b) any other person who sustains **bodily injury**
  - (1) while **occupying** the insured **motor vehicle**, or
  - (2) while a non-occupant of a **motor vehicle** if injured as a result of an accident in Pennsylvania involving the insured **motor vehicle**. An unoccupied parked **insured motor vehicle** is not a **motor vehicle** involved in an accident unless it was parked in a manner as to create an unreasonable risk of injury.

**"Funeral expenses"** means reasonable expenses directly related to the funeral, burial, cremation or other form of disposition of the remains of the deceased **eligible person**. The expenses must be incurred as a result of the death of the **eligible person** and within 24 months from the date of the accident.

**"Income loss"** means eighty (80%) percent of gross income actually lost by an **eligible person**. **Income loss** includes reasonable expenses actually incurred for hiring:

- (a) a substitute to perform the work a self-employed **eligible person** would have performed except for the **bodily injury**, or
- (b) special help, thereby enabling a person to work,

thereby reducing loss of gross income.

**Income loss** does not include:

- (a) loss of expected income for any period following the death of an **eligible person**, or
- (b) expenses incurred for services performed following the death of an **eligible person**, or
- (c) any loss of income during the first five (5) working days the **eligible person** did not work after the accident because of the **bodily injury**. These five (5) working days do not have to be consecutive.

**"Insured motor vehicle"** means a **motor vehicle**:

- (a) to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) for which the **named insured** maintains First Party Benefits as required under the Pennsylvania Motor Vehicle Financial Responsibility Law.

**"Medical expenses"** means reasonable and necessary charges incurred for:

- (a) medical treatment, including but not limited to:
  - (1) medical, hospital, surgical, nursing and dental services;
  - (2) medications, medical supplies and prosthetic devices; and
  - (3) ambulance;
- (b) medical and rehabilitative services, including but not limited to:
  - (1) medical care;
  - (2) licensed physical therapy, vocational rehabilitation and occupational therapy;
  - (3) osteopathic, chiropractic, psychiatric and psychological services; and
  - (4) optometric services, speech pathology and audiology;



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within MOTION FOR SUMMARY JUDGMENT has been served upon the following counsel by mailing a copy, postage pre-paid, this 25th day of January, 2002, to the following:

Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

Geoffrey S. Casher, Esquire  
Edgar Snyder & Associates, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

ANSTANDIG, McDYER, BURDETTE & YURCON, P.C.

BY: Cathy D Bower  
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



FILED

JAN 28 2002

mbill noc  
William A. Shaw  
Prothonotary





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**RESPONSE TO MOTION FOR  
SUMMARY JUDGMENT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Edward A. Yurcon, Esquire  
Pa. I.D. #30830

Casey Bowes, Esquire  
Pa. I.D. #88156

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

JAN 28 2002

William A. Shaw  
Prothonotary



**RESPONSE TO MOTION FOR SUMMARY JUDGMENT**

AND NOW, comes the Plaintiff, Northwestern National Casualty Company, by and through its attorneys, Anstandig, McDyer, Burdette & Yurcon, P.C., and files the following Response to Motion for Summary Judgment:

1. Admitted
2. Admitted
3. Admitted
4. Admitted
5. Admitted
6. Admitted
7. Specifically denied. Although the Allstate insurance policy excludes knowing converters from first party benefits coverage, the policy does not exclude converted vehicles or passengers in the vehicle from insurance coverage. Although it was proven that Pittman was a non-permissive user of the Humberson vehicle, it has not been proven that Pittman knowingly converted the Humberson vehicle.
8. Specifically denied. It has not been proven that Pittman converted the Humberson vehicle. Moreover, the Allstate Insurance Policy only excludes "knowing



converters" from first party benefits coverage. It has not been decided in any Pennsylvania court that a passenger in a non-permissive use vehicle is excluded from first party benefits coverage under a "knowing converter" clause. Sawyer was a passenger who sustained bodily injuries while occupying an Allstate insured motor vehicle, and is therefore eligible to receive first party benefits under the Allstate insurance policy.

9. Specifically denied. Sawyer is not expressly excluded from the first party benefits coverage of the Allstate insurance policy for the aforesaid reasons. Therefore, Allstate has a duty under 75 Pa.C.S.A. §1713(3), as the vehicle insurer, and in the absence of carriers with higher priority under the statute, to reimburse Northwestern the first party benefits paid Sawyer to the extent of Allstate's limit, that is, Five-thousand dollars (\$5,000.00).



WHEREFORE, for the aforesaid reasons, and the reasons set forth in Plaintiff's Motion for Summary Judgment and Plaintiff's Brief in Opposition to and Support for Motion for Summary Judgment which are hereby incorporated by reference, the Plaintiff, Northwestern National Casualty Company, requests this Honorable Court to enter judgment in its favor and against Defendant Allstate.

RESPECTFULLY SUBMITTED,

Anstandig, McDyer, Burdette &  
Yurcon, P.C.

By:

Casey D. Bowes  
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY  
COMPANY



CERTIFICATE OF SERVICE

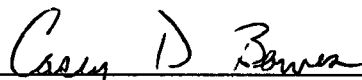
I hereby certify that a true and correct copy of the within RESPONSE TO MOTION FOR SUMMARY JUDGMENT has been served upon the following counsel by mailing a copy, postage pre-paid, this 25th day of January, 2002, to the following:

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P.O. Box 3500  
Johnstown, Pa 15904

Geoffrey S. Casher, Esquire  
Edgar Snyder & Associates, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

ANSTANDIG, McDYER, BURDETTE & YURCON, P.C.

BY:

  
\_\_\_\_\_  
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



FILED

JAN 28 2002

m12121noc

William A. Shaw

Prothonotary





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

NORTHWESTERN NATIONAL  
CASUALTY COMPANY

-vs-

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER

No. 00 - 1254 - CD

**FILED**

APR 18 2002

**OPINION AND ORDER**

William A. Shaw  
Prothonotary

On April 11, 1998, one Jacob Pittman, while operating a vehicle owned by Nichole Humberson, was involved in a one-car accident in which his passenger, Steven Sawyer was injured. In a separate proceeding (Sawyer v. Pittman & Humberson, No. 00-228-CD) this Court granted Summary Judgment in favor of Defendant Nichole Humberson on the basis that Pittman was operating Humberson's vehicle without her consent. Plaintiff above is the insurance carrier for David Pittman, Jacob's father, and subsequent to said policy, paid Mr. Sawyer's first party medical benefits claim. Plaintiff has filed this suit alleging that Allstate should reimburse Plaintiff for these medical payments since Allstate was the carrier insuring Miss Humberson's vehicle. Both Plaintiff and Defendant Allstate have filed Motions for Summary Judgment.

On a motion for summary judgment, the record must be viewed in the light most favorable to the nonmoving party, and all doubts as to the existence of genuine issues of material facts must be resolved against the moving party. Pa. R.C.P. 1035(b); Hayward v. Medical Center of Beaver County, 608 A.2d 1040, 1042 (Pa. 1992). Summary judgment will be granted only in those cases which are free and clear from doubt. Washington v. Baxter, 719 A.2d 733 (Pa. 1998).

Allstate's insurance policy on the Humberson vehicle provides that:



"In accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law, we will pay First party benefits for:

a) medical expenses (Coverage CC),

\* \* \*

arising from bodily injury to an eligible person resulting from the maintenance or use of a motor vehicle as a vehicle.

\* \* \*

'Eligible person' means:

\* \* \*

b) any other person who sustains bodily injury

1) while occupying the insured motor vehicle ..."

Bodily injury coverage does not apply to:

"any person other than the named insured or any relative, who knowingly converts a motor vehicle if the bodily injury arises out of the maintenance or use of the converted vehicle..."

This Court has previously determined in the Order referenced above in the matter of Sawyer v. Pittman & Humberson that Jacob Pittman was indeed a converter of Miss Humberson's vehicle at the time of the accident and were this the only issue, summary judgment would be entered in favor of Defendant above-named. However, even though Pittman has been declared to have converted the vehicle, two issues remain. First, whether Pittman "knowingly" converted the Humberson vehicle as required by Allstate's policy, and if so, second, whether Sawyer was aware of the knowing conversion.

Whether Pittman's conversion of the Humberson vehicle was knowing is, of course, a question of fact which has not as yet been addressed. And if indeed Pittman was a knowing converter, the second issue set forth above also becomes a question of fact.

Allstate cites Nationwide Insurance Company v. Cummings, 652 A.2d 1338 (Pa. Super. 1994) in support of its argument that the subject insurance policy excludes coverage for Sawyer's injuries. In Cummings, the Superior Court held that a passenger in a



"non-permissive use" vehicle is subject to the exclusion of non-permissive users. Allstate attempts to apply the Cummings decision to the instant set of facts but this Court notes that here the exclusion applies not to a non-permissive use but to a knowing converter of the insured vehicle.

Further, in Allstate Insurance Company v. Davis, 977 F. Supp. 705 (E.D. Pa. 1997) the Federal Court sitting in the Eastern District of Pennsylvania specifically held:

[E]ven if the car had been "knowingly converted," [Allstate] has not shown that a passenger in a car which was knowingly converted would be subject to the policy's exclusion. ...[Allstate] correctly relies on Cummings to support their contention that passengers are non-permissive users subject to exclusion under a non-permissive use clause. However, Cummings did not involve a "knowing converter" clause as is involved in this section of the policy.

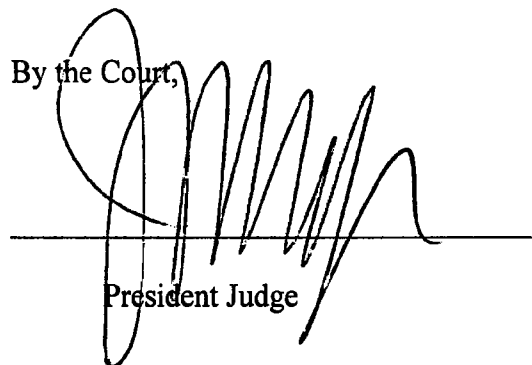
Based on the foregoing, this Court will enter an Order denying the Motions for Summary Judgment filed on behalf of the Plaintiff and the Defendant until the above factual issues can be resolved.

WHEREFORE, the Court enters the following:

### **ORDER**

NOW, this 17<sup>th</sup> day of April, 2002, following argument and briefs into Motions for Summary Judgment filed on behalf of Plaintiff and Defendant Allstate Insurance Company, and in accordance with the foregoing Opinion, it is the ORDER of this Court that said Motions shall be and are hereby dismissed.

By the Court,



President Judge



FILED

APR 18 2002

0124211cc atty. Ryan  
William A. Shaw  
prothonotary  
1cc atty. Stogko





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**NOTICE OF PRAECIPE TO ENTER  
DEFAULT JUDGMENT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Casey Bowes, Esquire  
Pa. I.D. #88156

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

AUG 12 2002

m/j2091wcc  
William A. Shaw  
Prothonotary



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

NORTHWESTERN NATIONAL	)	
CASUALTY COMPANY,	)	No: 00-1254-CD
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
ALLSTATE INSURANCE COMPANY	)	
and STEVEN SAWYER,	)	
	)	
Defendants.	)	

TO: Steven Sawyer  
416 E. Locust Street  
Clearfield, PA 16830

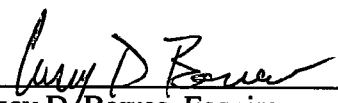
DATE OF NOTICE: August 8, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

Anstandig, McDyer, Burdette  
& Yurcon, P.C.,

By:   
Casey D/Bowes, Esquire  
Counsel for Plaintiff



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within NOTICE OF PRAECIPE TO ENTER DEFAULT JUDGMENT has been served upon the following by mailing a copy, postage pre-paid, this 9th day of August, 2002, to the following:


Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

Geoffrey S. Casher, Esquire  
Edgar Snyder & Associates, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

Steven Sawyer  
416 E. Locust Street  
Clearfield, PA 16830

ANSTANDIG, McDYER, BURDETTE  
& YURCON, P.C.

BY:

  
\_\_\_\_\_  
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Casey Bowes, Esquire  
Pa. I.D. #88156

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

SEP 11 2002

William A. Shaw  
Prothonotary



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

NORTHWESTERN NATIONAL	)	
CASUALTY COMPANY,	)	No: 00-1254-CD
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
ALLSTATE INSURANCE COMPANY	)	
and STEVEN SAWYER,	)	
	)	
Defendants.	)	

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

**TO: WILLIAM A. SHAW, PROTHONOTARY OF CLEARFIELD COUNTY**

Please enter default judgment in the amount of \$5,000 in favor of Plaintiff, Northwestern National Casualty Company, and against Defendant, Steven Sawyer, by default of Defendant Sawyer's failure to file an Answer to Plaintiff's Complaint which alleged a specific loss in the amount of \$5,000.00.

I hereby certify that written notice of the intention to take a default judgment was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy



of the notice of intention to enter judgment by default is  
attached hereto as Exhibit "A."

Respectfully submitted,

Anstandig, McDyer, Burdette  
& Yurcon, P.C.,

By: Casey D. Bowes  
Casey D. Bowes, Esquire  
Counsel for Plaintiff



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PRAECIPE TO ENTER DEFAULT JUDGMENT has been served upon the following by mailing a copy, postage pre-paid, this 9th day of September, 2002, to the following:

Dennis J. Stofko, Esquire  
R. Thomas Strayer Law Offices  
969 Eisenhower Boulevard, Suite E  
P.O. Box 3500  
Johnstown, Pa 15904

Geoffrey S. Casher, Esquire  
Edgar Snyder & Associates, LLC  
100 West High Street  
Ebensburg, PA 15931-1539

Steven Sawyer  
416 E. Locust Street  
Clearfield, PA 16830

ANSTANDIG, McDYER, BURDETTE  
& YURCON, P.C.

BY:   
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

CIVIL DIVISION

No: 00-1254-CD

Code:

**NOTICE OF PRAECIPE TO ENTER  
DEFAULT JUDGMENT**

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
party:

Casey Bowes, Esquire  
Pa. I.D. #88156

Anstandig, McDyer, Burdette  
& Yurcon, P.C.  
Firm #866  
Suite 1300 Gulf Tower  
707 Grant Street  
Pittsburgh, Pa 15219

(412) 765-3700

**FILED**

AUG 12 2002

William A. Shaw  
Prothonotary





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

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

No: 00-1254-CD

TO: Steven Sawyer  
416 E. Locust Street  
Clearfield, PA 16830

DATE OF NOTICE: August 8, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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Anstandig, McDyer, Burdette  
& Yurcon, P.C.,

By:   
Casey D. Bowes, Esquire  
Counsel for Plaintiff



CERTIFICATE OF SERVICE

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Steven Sawyer  
416 E. Locust Street  
Clearfield, PA 16830

ANSTANDIG, MCDYER, BURDETTE  
& YURCON, P.C.

BY:   
ATTORNEYS FOR PLAINTIFF,  
NORTHWESTERN NATIONAL CASUALTY COMPANY



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Steven Sawyer  
416 E. Locust St.  
Clearfield, PA 16830

## 2. Article Number (Copy from service label)

7000 1670 - 0003 1683 9744

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE

PLACE STICKER AT TOP OF ENVELOPE

## DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Geoffrey S. Cashner, Esq.  
Edgar Snyder & Assoc.  
100 West High Street  
Ebensburg, PA 15931  
925/89079

## 2. Article Number (Copy from service label)

7000 1670 0003 1683 9737

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

A. Received by (Please Print Clearly)

Janet Hogue

B. Date of Delivery

8-11-02

C. Signature

Janet Hogue

☒ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes



NOTICE OF JUDGMENT

COPY

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

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

No: 2000-1254-CD

Plaintiff,

v.

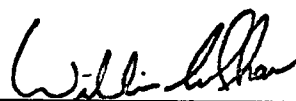
ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$5,000 on the 11<sup>th</sup> day of September, 2002.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William Shaw



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Northwestern National Casualty Company  
Plaintiff(s)

No.: 2000-01254-CD

Real Debt: \$5,000.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Allstate Insurance Company  
and Steven Sawyer  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2002

Expires: September 11, 2007

Certified from the record this 11th of September, 2002

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney



FILED

SEP 11 2002

0/220/ctt Board Rd  
William A. Sheehy  
Prothonotary

20.00

not to pay.

Stat. to ctt.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NORTHWESTERN NATIONAL  
CASUALTY COMPANY,

Plaintiff

vs.

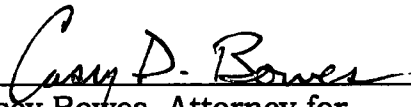
No. 00-1254 CD

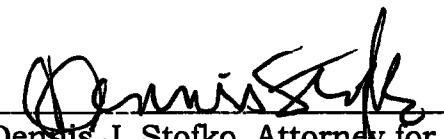
ALLSTATE INSURANCE COMPANY  
and STEVEN SAWYER,

Defendants

PRAECIPE

Please mark the above captioned matter ended, settled and forever  
discontinued.

  
Casey Bowes, Attorney for  
Plaintiff

  
Dennis J. Stofko, Attorney for  
Defendant, Allstate Insurance  
Company

FILED

SEP 24 2002

William A. Shaw  
Prothonotary



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SEP 24 2002

Disc. to Atty Stofko  
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William A. Shaw  
Prothonotary

*WAS*



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

**COPY**

**CIVIL DIVISION**

**Northwestern National Casualty Company**

**Vs.**

**No. 2000-01254-CD**

**Allstate Insurance Company**

**Steven Sawyer**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 24, 2002 marked:

Ended, Settled and forever Discontinued

Record costs in the sum of \$184.86 have been paid in full by Jeffrey J. Luciana, Esq.  
Record costs in the sum of \$20.00 have been paid in full by Casey Bowes, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of September A.D. 2002.

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William A. Shaw, Prothonotary