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

LARRY J. GREEN and
CATHY A. GREEN,
Plaintiff

vs

FRIENDS COVE MUTUAL
INSURANCE COMPANY,
Defendant

* No. 01 - 10 -CD

* **Type of Case:** Civil

* **Type of Pleading:** Complaint

* **Filed on behalf of:** Plaintiffs

* **Counsel of Record for this Party:**
* CHRIS A. PENTZ, ESQUIRE
*
* Supreme Court I.D. # 39232
* 211 ½ East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED
JAN 03 2001
William A. Shaw
Prothonotary

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

LARRY J. GREEN and CATHY A. GREEN, Plaintiffs	*	
	*	No. 00- -CD
vs	*	
FRIENDS COVE MUTUAL INSURANCE COMPANY, Defendant	*	

NOTICE

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 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 the money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Office of Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield PA 16830
814 765-2641

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

LARRY J. GREEN and CATHY A. GREEN, Plaintiffs	*
vs	*
FRIENDS COVE MUTUAL INSURANCE COMPANY Defendants	*

COMPLAINT

1. The Plaintiffs are Larry J. Green and Cathy A. Green, husband and wife, who are both sui juris, and reside at P. O. Box 72, Woodland, Clearfield County, Pennsylvania 16881.

2. The Defendant is Friends Cove Mutual Insurance Company, an entity authorized to sell insurance in the State of Pennsylvania, with a business address of P. O. Box 646, Bedford, Bedford County, Pennsylvania 15522-0646.

3. The Plaintiffs had purchased a home owner policy covering their residence in Woodland, Clearfield County, Pennsylvania from the Defendant which provided for replacement value in the event of a loss due to fire.

4. The policy limits were $93,000.00 on the structure and $46,500.00 on the contents.

5. At all times set forth below, the policy was paid and in effect. A copy of the policy is in the possession of the Defendant.

6. On July 30, 1999, the Plaintiffs' residence in

Woodland, Pennsylvania was completely destroyed by fire.

7. The Plaintiffs provided timely notice to the Defendant and has complied with all provisions of the policy.

8. The Defendant paid for the Plaintiffs' rental expenses ($350.00 per month) from the date of loss until February 8, 2000 when the Plaintiffs were advised by the Defendant that their claim was being denied. A copy of the letter is attached hereto and marked Plaintiffs' Exhibit "A" and incorporated herein by reference as though set forth in full.

9. The cost to replace the dwelling is $95,738.69 as set forth in Plaintiffs' Exhibit "B", attached hereto and incorporated by reference as though set forth in full.

10. The cost to replace the personalty is $38,009.08 as set forth in Plaintiffs' Exhibit "C", attached hereto and incorporated by reference as though set forth in full.

11. The Plaintiffs believe and therefore aver that it will take a period of six months to reconstruct the dwelling.

12. The policy provides for a maximum payment of $18,6000.00 for loss of use of the dwelling.

WHEREFORE, Plaintiff seeks judgment against the Defendant, Friends Cove Mutual Insurance for the following:

a. $93,000.00 to replace dwelling
b. $38,009.08 to replace personal property
c. $350.00 per month from February, 2000 for loss of use
d. Costs of suit
e. Interest form July 30, 1999

Respectfully submitted this 2 day of January, 2001

Chris A. Pentz
Attorney for Plaintiffs

VERIFICATION

I, **LARRY J. GREEN**, verify that the statements made in this **COMPLAINT** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

10-10-00
Date

Larry J. Green
Larry J. Green

VERIFICATION

I, **CATHY A. GREEN**, verify that the statements made in this **COMPLAINT** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

10-10-00
Date

Cathy A Green
Cathy A. Green

Friends Cove Mutual Insurance Company

P.O. Box 646, Bedford, Pennsylvania 15522-0646 • Phone 814-623-9031

February 8, 2000

CERTIFIED MAIL

Larry J. and Cathy A. Green
PO Box 72
Woodland, PA 16881

Re: Claim #99-0339
Policy #HO 00 04 30 69
Date of Loss: 7/30/99

Dear Larry and Cathy Green:

We wish to be fair in the handling of your claims, but under the circumstances no coverage would apply for the property damage resulting from the above captioned matter.

The policy identified above under which you have submitted a claim, contains among other things the following provision.

SECTION I – EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of the loss.

h. Intentional Loss, meaning any loss arising out of any act committed;
(1) By or at the direction of any "insured" and
(2) With the intent to cause a loss.

SECTION I AND II – CONDITIONS

2. Concealment or Fraud

a. Under Section I – Property Coverages with respect to all "insureds" covered under the policy, we provide no coverage for loss under Section I – Property Coverages if whether before or after a loss, one or more "insureds" have:

EXHIBIT "A"

(1) Intentionally concealed or misrepresented any material fact or circumstance;
(2) Engaged in fraudulent conduct; or
(3) Made false statements relating to this insurance.

After a careful investigation and consideration, and in keeping with the above-referenced provisions in the insurance policy under which your claim has been submitted, the Friends Cove Mutual Insurance Company does reject and deny the above referenced claim for the following reason.

Several fire marshalls and Jim Tsikalas Investigations have completed an investigation as to the cause/origin of the fire. Their findings indicate that this is an incendiary fire and classified as an arson for profit by you, our insureds.

Since the loss arose directly out of an act or series of acts committed by or at the direction of an "insured" and with the intent to cause a loss, we therefore respectfully deny any payment for the property damage.

Furthermore, the Company does and shall continue in the future to reserve unto itself all other rights or defenses to this claim which it has or may in the future have and neither this letter, nor any other act or omission to act on the part of the Company shall be viewed as a waiver of any such rights or defenses, which are hereby reserved.

Very truly yours,

Roger Foor

Roger Foor
Vice President – Claims

RF/lby

Cc: Chris Pentz

EXHIBIT "A"

Proposal

DOUG BELL BUILDERS
GENERAL CONTRACTORS
P.O. BOX 35
MORRISDALE, PA 16858
(814) 342-5081

PROPOSAL SUBMITTED TO	PHONE	DATE
Larry Green	857-5307	2-11-00
STREET	JOB NAME	
P O Box 72		
CITY, STATE and ZIP CODE	JOB LOCATION	
Woodland, Pa. 16881		
ARCHITECT / DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Due to fire damage, floor plan is close to existing as poss.
Excavation, rough backfill, no grading or seeding,
Fill dirt, top soil, driveway extra.. footers 8" x 24"
concrete, 11 courses 10" block, foundation parged and tared,
french draines to low ground. 4" concrete floor, 28' brick flue
two hopper windows and one steel entry door in foundation,
Rear porch full foundation with brick casing, brick on porch
only.. Treated sill plates, 2x10 floor joist on 2x10 beams
3/4" T&G OSB sheating, glued and nailed, all ext. walls 2x6
with 7/16" OSB sheating, all int. studing 2x4 16" OC.
2x10 headers, 2nd floor framing same as first floor.
Pre eng. roof trusses 2' OC 5/8" OSB sheating, 30 lb felt
25 yr. shingles. Vinyl DH windows, 13--3453, 2--3636.
1-6' vinyl slide door in din. room,

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

_____ dollars ($ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

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

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

Signature _____

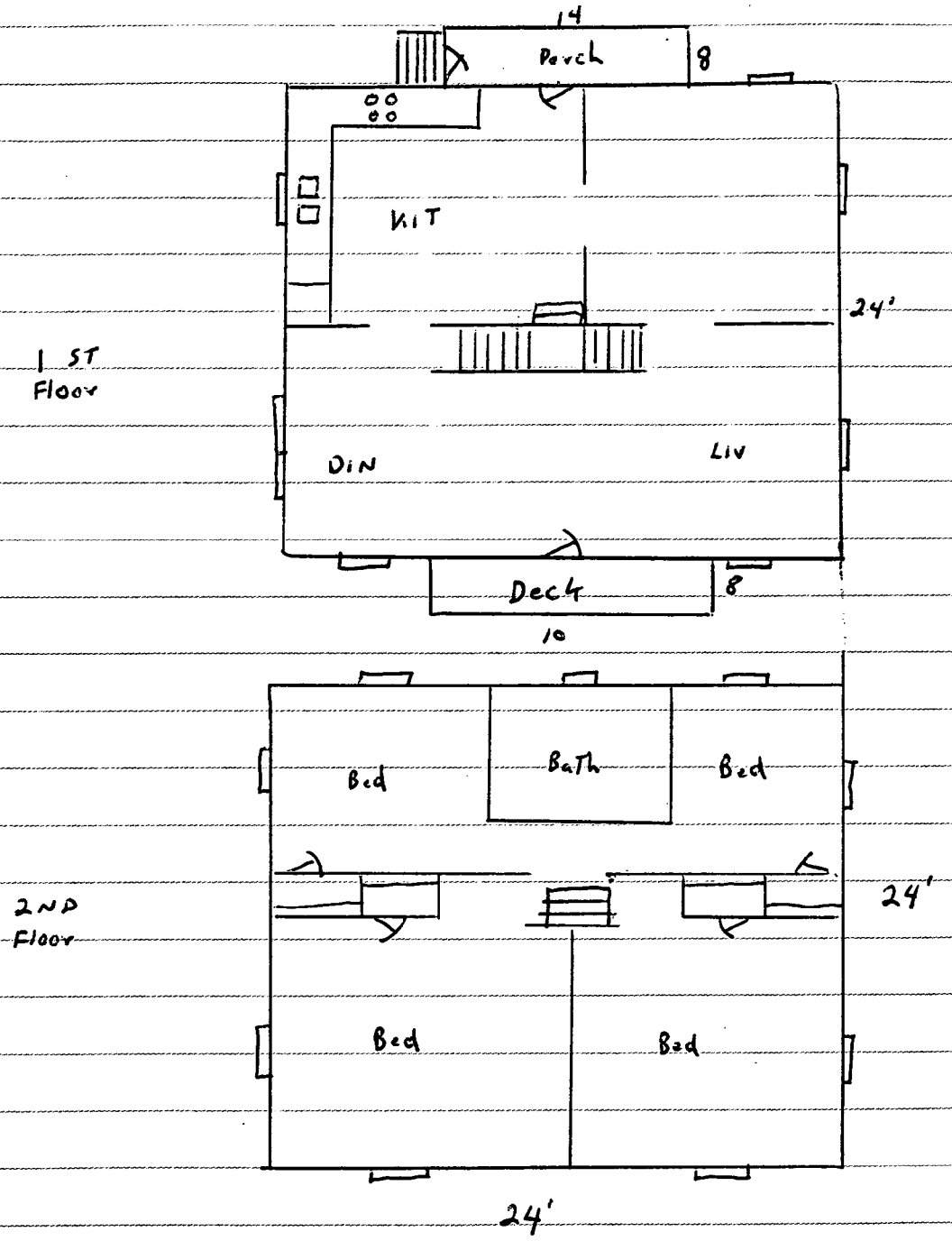
Date of Acceptance: _____

EXHIBIT "B"

Signature _____

To Reorder Call

Specifications



DOUG BELL BUILDERS
GENERAL CONTRACTORS
P.O. BOX 35 MORRISDALE, PA 16858
(814) 342-5081

THIS PAGE BECOMES PART OF AND IN CONFORMANCE WITH PROPOSAL FOR:

Job Name/No. Larry Green

Accepted by _____ Date _____
(INITIALS)

Proposal

DOUG BELL BUILDERS
GENERAL CONTRACTORS
P.O. BOX 35
MORRISDALE, PA 16858
(814) 342-5081

PROPOSAL SUBMITTED TO		PHONE	DATE
Larry Green			2-11-00
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

3 - steel 9 light entry doors, all ext. walls R-19 insulation attic area R - 30. all walls and ceilings drywalled, finished smooth walls, textured ceilings, painting by others, all int. doors flush birch with ranch trim, ranch window and base trim, staining and varnishing by others, 200 amp electric service $ 800.00 basic light fixture allowance, copper water lines, PVC drains, Hot air oil furnace, 1 oil tank, 40 gal water heater Bath fixture allowance, tub, van. top, med cab. etc. $ 1,000.00 Kitchen cabinets and tops allowance, $ 3,500.00 Floor coverings allowance $ 3,500.00. No appliances, no septic White vinyl siding on entire house, white vinyl soffit, alum. facia. no shutters. Rear porch closed in, one entry door, no windows, drywall ready to paint. Front porch treated deck with roof, no railings

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

_____ dollars ($ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

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

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

Signature _____

Date of Acceptance: _____

Signature _____

Proposal

DOUG BELL BUILDERS
GENERAL CONTRACTORS
P.O. BOX 35
MORRISDALE, PA 16858
(814) 342-5081

PROPOSAL SUBMITTED TO		PHONE	DATE
Larry Green			2-11-00
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

All utility lines, water, sewer, gas, electric, phone, etc.
done by others,
all permits and fees paid by owners,
all excess material and junk removed
Labor and material to build new home, using items listed above
any items not listed done at additional cost.

Four pages in this proposal

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

Ninety Five Thousand Seven Hundred Thirty Eight dollars ($ 95,738.69).

Payment to be made as follows:

$ 30,000.00 at start of job, $ 30,000.00 when under roof
$ 30,000.00 when drywall started, $ 5,738.69 when finished

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Dayton Bell

Note: This proposal may be withdrawn by us if not accepted within 60 days.

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

Signature _____

Date of Acceptance: _____

Signature _____

To Reorder Call

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Breen

Room Kitchen Back ~~Right~~ Left Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
1	Gas Stove Self Cleaning Kenmore	Sears	10-97	✓		✓		699 =			
1	Fridge 18.6 CuFT	Penn Future-ner	15yr		✓	✓		600			
1	Washer Tapon Large Compacity	Consumer Leasing	8yr		✓	✓		499 =			
1	Dryer GE " " ~~Consumer Leasing~~	" "	7yr		✓	✓		429 =			
1	Microwave Tappon 1800 wt	Family	16yr	Loft		✓		200 =			
1	Table	Local Furniture Store	15yr	✓		✓		150			
4	metal Chairs	Local Store	15yr	✓		✓		40 =			
1	metal Cubboard	Local store	12yr	✓		✓		50 =			
1	Cloth Hamper Plastic	" "	7yr	✓		✓		10 =			
1	Dog water Dish Self watering	" "	3yr	✓		✓		10 =			
1	Dish Drainer Rubber Made	" "	2yr	✓		✓		20 =			
3 dozen	Dish Towells & Dish Rags	" "	1-5yr	✓		✓		100 =			
5 Box	Zip Lock Bags	" "	1mth	✓		✓		5 =			
100	6 Bags	" "	2mth	✓		✓		2 =			
10	Cans Cat Food	" "	1mth	✓		✓		4 =			
1	Coffe Mug Rack Wooden	" "	4yr	✓		✓		3 =			
1 dozen	Coffe mugs	" "	1-8yr	✓		✓		50 =			
3 dozen	Knife Forks Spoons	Sams Club	6yr	✓		✓		45 =			
3 Set	Steak Knife	Local Store	3-10yr	✓		✓		45 =			
1 doz ?	Butcher Knife	Local Stores	1-20yr	✓		✓		45 =			
1	vegetable Peeler	Pampered Chef Party's	1-3yr	✓		✓		3.50			
1	Pizza Cutter	" " "	1-3yr	✓		✓		8.50			
1	Can opener	" " "	1-3yr	✓		✓		13 =			
1	Corn Butter	" " "	1-3yr	✓		✓		2.75			
1	15" Round Baking Stone	" " "	1-3yr	✓		✓		35.50			
1	15" Round Oven to Table Rack	" " "	1-3yr	✓		✓		4.75			

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which ia a crime.

TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

3065

EXHIBIT "C"

Personal Property Inventory Schedule

Policy No. _____ Page 2

Name Insured: Larry & Cathy Green Room Kitchen Back Left Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	Pastry Blender	Pampered Chef Partys	1-3yr	✓		✓		5 =			
1	Tool Turn-About	" " "	1-3yr	✓		✓		14.75			
1	measure All-Cup	" " "	1-3yr	✓		✓		8.50			
1	½ cup Adjustable Scoop	" " "	1-3yr	✓		✓		6 =			
1	1 Cup " "	" " "	1-3yr	✓		✓		8 =			
1	Adjustable Measuring Spoon	" " "	1-3yr	✓		✓		16.50			
1	Ice Cream Dipper	" " "	1-3yr	✓		✓		12.50			
1	Stone Rolling Pin	Litzingers	8yr	✓		✓		30 =			
1	Glass measuring Cup 2cup	Local Store	3-8yr	✓		✓		4 =			
1-4piece	metal Spoons & Hanger	Local Store	3-8yr	✓		✓		12 =			
1	metal Pan Rack	Local Store	2yr	✓		✓		3 =			
1	4piece T-Fal Fry Pans	Finger Hut	5yr		✓	✓		120 =			
1	10 in Wear Ever Fry Pan with Glass Lid	Friend	3yr	Gift		✓		39 =			
1	Hand made wood Shelf	Family	2yr	Gift		✓		25 =			
3sets	Salt & Pepper Shakers Glass	Local Store	1-8yr	✓		✓		10 =			
1	Crock Pot	Local Store	15yr	✓		✓		30 =			
1	Blender Austan	" "	1yr	✓		✓		~~15~~ =			
2set	Tupper wear Canisters	Tupper Wear Party	15yr	✓		✓		50 =			
4	Decorative Can	Local Store	1-5yr	✓		✓		40 =			
2	Spaghetti Pots	" "	2-8yr	✓		✓		40 =			
6	assorted Size Pots	Local Store	1-10yr	✓		✓		100 =			
12	Pyrex Pie Pans	" "	1-20yr	✓		✓		50 =			
1	" Cake "	" "	4mt	Gift		✓		10 =			
2	metal Cake Pan 9x12'	" "	3-20yr	✓		✓		~~16~~ =			
1	Tupper wear Vetagebbe Tray	Tupperwear Party	10yr	✓		✓		25 =			
1	metal Pizza Pan 16"	" "	10yr	✓		✓		12			

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which ia a crime.

TOTAL

Personal Property Inventory Schedule

Policy No. _____ Page 3

Name Insured: Larry & Cathy Green Room Kitchen Back Left Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
16	Corelle ~~Corning~~ Plates	Local Store	8-20yr	✓		✓		32			
1 set 4 piece	PyRex Serving Bowls	Local Store	15yr		6-ft	✓		30			
2 set 4 Piece	Plastic Serving Bowls	" "	8-20yr	✓		✓		10			
4	Corelle ~~Corning~~ Soup Bowls	" "	8-20yr	✓		✓		8			
6	Stone Wear Soup Bowls	" "	25yr	✓		✓		12			
1	Grater	" "	3yr	✓		✓		5			
1	Electric Corinder	Tupper Wear Party	20yr	✓		✓		45			
3	Roaster 1sm med Lg.	Local Store	1-8yr		6-ft	✓		35			
1 set 8	Glasses Water	" "	1yr	✓		✓		10			
1 set 4	Wine Glasses	" "	2-5yr	✓		✓		10			
1 set 6	Beer Glasses	" "	3yr		6-ft	✓		15			
1	Waffel Iron	" "	20yr	✓		✓		25			
3 set	Rubber made store Fridge Container	" "	1-8yr	✓		✓		45			
8	Stone Wear Plates	" "	23yr		6-ft	✓		16			
1 set 4	Wooden Spoons	" "	2-8yr	✓		✓		3 ~~00~~			
1 set 4	Tuppewear Spoons Serving	Tupper Wear Party	6yr	✓		✓		15 ~~00~~			
1 set	" Salt & Pepper Shakers	" "	6yr	✓		✓		17 ~~00~~			
1	Hand Held mixer Black & Decker	Local Store	2yr		6-ft			15			
1	mixer & Bowls on Stand Sun Beam	" "	3yr		6-ft	✓		75			
1 set 3	metal Mixer Wips	Sams	6yr	✓		✓		15 ~~00~~			
2	Cake Icing Spatchula	Village Shoppe	8yr	✓		✓		10			
3	Stainless Steel Knife Pacing	Church Ladys	6mth	✓		✓		20			
1	Chopper Hand	Local Store	2yr	✓		✓		5 ~~00~~			
1 doz	Cookie Sheets	" "	2-15yr	✓		✓		180 ~~00~~			
1	Floor Rug 5'3 x 8	" "	5yr		6-ft		✓	80			
3pcs	Tupperwear Storage Containers	Tupper Wear Party	10yr	✓			✓	25			

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which ia a crime.

753

TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 5

Name Insured: Lacy & Cathy Green Room Kitchen Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
2	Collenders	Local Store	8yr	✓		✓		10			
1	Bunt Cake Pan	Local Store	8yr	✓		✓		9			
1	Tub Cake Pan	" "	15yr	✓		✓		10			
6	Round Cake Pans	" "	5-15yr	✓		✓		48			
2	Cup Cake Pans	" "	5-15yr	✓		✓		20			
6	Bread Pans	" "	5-15yr	✓		✓		30			
1	Ice Cream Maker	" "	7yr	✓		✓		25			
1	Dremmal Tool	" "	3yr	✓		✓		65			
1	Dish Drainer Rubber made	" "	4yr	✓		✓		25			

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which ia a crime.

TOTAL

548

PPI 1-93 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 5

Name Insured: Larry & Cathy Green

Room Kitchen Closets Date of Loss 7-30-94

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
6	1 Gal Plastic Pitchers	Local Store	1yr	✓		✓		12 =			
3	Case Canning Jars	Local Store	1-3yr	✓		✓		21 =			
6	Stainless Steel Mixing Bowles	Family	8yr	G.ft				25 =			
4 Pair	Kitchen Curtains	Local Store	3yr	✓		✓					
4	Cook Books - 2 Betty Crocker 2 Grange	Book Store Family	8	G.ft		✓					
2 Bx	Check	Bank	3wk	✓		✓		30			
1	Wooden Cutting Sm Board Hand made	Sear	10yr	G.ft		✓		10			
1	Large Wooden Cutting Board " "	"	9yr	G.ft		✓		20			
1	Wooden Serving tray	Family	5yr	G.ft		✓		15			
1	Punch Bowl & Cups	Family	8y	G.ft		✓		25			
2	Sm Flower Vase	Local Store	8yr	G.ft				20			
1	Lg Chrystal Vase	" "	8yr	G.ft				35			

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which ia a crime.

TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

2 RB

Personal Property Inventory Schedule

Policy No. _____ Page 4

Name Insured: Larry & Cathy Lorey

Room Kitchen Closet & Cubboards Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
2	Summer Jackets Cotton 1 Lady 1 Mans	Local Store	5yr	✓		✓		40 =			
1	Leather Coat Ladys	Son Daughter	3yr	Lo. FA		✓		150 -			
1	" " Ladys	Yard Sale	4yr	-		-		20			
2	Winter Short Coats Lady [redacted]	1 yard sale 1 Local Store	1yr 3yr	✓		✓	✓	30			
1	Pair Ladys Boots	Local Store	2yr	✓		✓		20			
1	Pair Steel toe Boots workcrews	" "	1yr	✓		✓					
1	Pair Dress Shoes mens	" "	2yr	✓		✓		20			
3	Table Cloth Cotton	" "	1-5yr	✓		✓		45			
5	Rag Rugs	" "	1-5yr	✓		✓		15 00			
5 lbs	Bird Food	Pet Store	2wk	✓		✓		12 49			
1 Bag	Corn Cobs For Bottom Bird Cage	" "	2wk	✓		✓		5 00			
1 dozen	Jars Spices Onion Garlick Salt Pepper Lemonpepper	Local Store		✓		✓		100 =			
	Can Goods	" "		✓		✓		50 =			
	Condements In Fridge	" "		✓		✓		50 =			
	meat In Freezer Fridge in Kitchen	" "		✓		✓		200 =			
	Cleaning Supplies	" "						100			
	Laundry Supplies	" "		✓		✓		25			
	Broom Mops Bucket	" "		✓		✓		45			
	6-Can Rubber made	" "	6yrs	✓		-		10			
1	Tool Belt	Sears	5yr	✓		✓		29.99			
	Craftsmans tool Asserted	Sears	4yrs.	✓		✓		50.00			
1	Propane nuzzle Craftsman	~~Sears~~ Sears	4yrs	✓		✓		37.99			
1	Mans Wedding Band	O Beans	8yr	✓		✓		150			
3	Stanly Thermos	Local Stores	1-10yr	✓		✓		85			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Name Insured: Cathy & Larry Green Room Dining Room Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
1	[redacted] Dining Room Set 4 chairs Table	Penn Furniture	1 Syrs	✓	✓	✓		799 95			
1	8 Foot Work Table with Power Bar	Yard Sale	5 yrs	✓			✓				
1	Bun Coffee Pott	Gift	6 yrs	Gift		✓		99 99			
1	Grandaddy Deep Fryer	Walmart	8 yrs	Gift		✓		27			
1	4 Slice Toaster	Local Store	2 yrs	✓		✓		25			
1	4 piece Canister Set	Walmart	3 yrs	✓		✓		25			
3	Coffee mug Racks	Local Store	2 yrs	✓		✓		3 ea			
1	Bird Cage W/Accessories & Bird	Local Pet Shop	6 yrs	✓		✓		350 00			
1	Large Oval Braided Rug	Local Store	5 yrs	✓		✓		50			
1	Sewing Machine "Brother"	Walmart	3 yr	✓		✓		120			
2	Cases Soda	Grocerie Store	2 wks	✓		✓		10.00			
1	Set 4 Coffee Mugs - Dogs	Gifts	1-10 yrs	Gifts		✓		60			
1	Set 4 novaltie Mugs	Gifts	1-10 yrs	Gifts		✓		60			
1	Knife & Spoon Wooden Wall Hangin	yard sale	1 yr	Gift			✓	5 00			
1	Snake Light & Charger	Local Store	4 yrs	Gift		✓					
1	Sauce 2FT	T Value	2 yr	✓		✓		7 ea			
1	33 gal Storage Container	Local Store	1	✓		✓		10			
50 lb	Dog Food	" "	1 wk	✓		✓		6			
1	Antique Cookie Jar	Family	10 yr	Gift			✓				
1	Wooden Lazie Susan Handmade	Son	15 yr	Gift		✓		30			

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TOTAL

PPI 1-02 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 2

Name Insured: Larry & Cathy Green Room Living Room Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
	Home Interior Wall Pictures	Home Partys	1-10yrs	~~✓~~		✓					
1	Bear 27 x 23	" "		✓		✓		60 =			
1	Eagle 31 x 25	" "		✓		✓		70 =			
1	County with Horse 27 x 23	" "	↓	✓		✓		89			
1	The Yearling 15½ x 23½	" "	2yr	Cash		✓		40 =			
1	Deer By The Pond 15 x 23	" "	1-10	✓		✓		40 =			
1	County with 2 Horse 27 x 23		↓					60			
1	County Scene 31 x 25		↓					89			
1	Friend Ship Plack	" "	20	Gift		✓		20 =			
1	~~Bar~~ Mirror	" "	1-10	✓		✓		14.99			
1	Fantasy En Black Ensemble 17220	" "	1-10	✓		✓		51.99			
1	Oak Glen Sconce 12333	" "	1-10	✓		✓		19.99			
1	Oakdale Shelf	" "	1-10	✓		✓		27.95			
1	set Candle Holder Glass	" "	8	Gift		✓		26 =			
	Princess House Crystal	Home Party	10-25yr								
1	Set Hurricane Lamps	" "		✓		✓					
1	Brand Shutter	" "		✓		✓					
1	Wine Bottle	" "		✓		✓					
1	Champion Glass	" "		✓		✓					
1	set Candle Holders	" "		✓		✓					
1	Set Bud Vases	" "		✓		✓					
1	Set Champion Candle Holders	" "	3yr	✓		✓					
1	Stone Pipe Candle Holder	" "	3yr	✓		✓					
1								1000			

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TOTAL 1308.00

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Green

Room Living Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	TV Zenith 19"	Local Walmart	4yr	✓		✓		250			
1	VCR Samson 4 Head	Ames	2yr	✓		✓		150			
1	Entertainment Center	Walmart	2yr	✓		✓		200			
2	Couches 1 Couch with 2 Recliners 1 Futon	Friend Ames	5yr 2yr	✓		✓	✓	400 199			
1 set	Coffee Table Glass toped	Friend	5yr	✓			✓	200			
2	dog Crates Xlg	Local Store	5yr	✓		✓		200			
8	Kerosen Lamp Ass. Sizes see pg 3	Local Stores	1-8yrs	✓		✓		80			
12	Honiy Interior Pictures see pg 2	Partys	1-9yrs	✓		✓					
1	Phone Bell South & Answering machine	Local Store	2yrs	✓		✓		150			
1	Wall Clock	Local	7yr	✓		✓		30			
1	Coat Rack	Local Store	3yr	✓		✓					
7	Assorted House Plants	Local Stores and Friends	1-8yr	✓		✓	✓	100			
1	Filter Queen Vacuum	Traveling Sales man	6yr		✓	✓		1500.			
1	Book Rack & Assorted Magazines	Friend	2yr				✓				
2	Serge Protector Extension Cords	Local Store	3yr	✓		✓		40			
~~Spare~~	~~Batteries~~	~~Local Store~~	~~8yrs~~	~~✓~~		~~✓~~					
Princess House Crystal Dishes see pg 2		Home Partys	1-20yr	✓		✓					
40	Various VCR Tapes	Local Stores / Loft	1-9yr	Loft ✓		✓		500			
12	Assorted Candles	Local Stores	1yr	✓		✓		20			
4	Crystal Ashtrays	Local Stores	8yr	✓		✓		20			
1	Eletro Lux Rug Shampoer		12yr	GFI			✓	600			
1	pair Nike Crosstrainer Sneakers	Food Lockers (State)	9 Months	✓		✓		94.00			
1	pair leather Sandles	Local Store	2yrs	✓		✓		75.00			
1	pair ~~Sat~~ Sneakers (Dress Shoes)	Local Store	1yr	✓		✓		15.00			
5	Sets Insulated Curtains	Local Stores	1-3yrs	✓		✓		100			
3	Hooded Sweet Shirts	" "	1yr	✓		✓		45			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 3

Name Insured: Emily & Cathy Green Room Living Room Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
4	Hand Made AFGAN	FRIENDS / Family	2-25yr	Gift		✓					
2	Kingsize Pillows & Shams	Local Store	2-8yr	✓		✓		50			
2	Standar Size Pillows & Shams	" "	2-8yr	✓		✓		30			
1	Quilt	" "	3yr	✓		✓		30			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

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Personal Property Inventory Schedule

Name Insured: Harry & Cathy Green

Policy No. _____ Page 1

Room Spare Room (Left Rear) Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
2	Play Pens	Local Store	6yr	✓		✓		45.00			
		Yard Sale		✓			✓	10.00			
1	Changing Table	Yard Sale	5yr	✓			✓	10.00			
2	End Tables	Yard Sale	8yr	✓			✓	20.00			
3	Metal Clothes Closets		8yr	Gift			✓	100.00			
Assorted	Blankets 12+?	Yard Sales	1-8yr				✓	100.00			
2	Hunting Suits 2 piece	Hunting Store	1-7yr	✓		✓		235			
2	Pairs Hunting Boots	Local Store	1-3yr	✓		✓		100 =			
Assorted	8-Track Tapes	" "	15yrs	✓		✓					
Assorted	Records	" "	15yr	✓		✓					
Assorted	Books & Magazines	" "	1-8yrs	✓		✓					
1	Bathroom Medicine Cabinet	Yard Sale	3yrs	✓			✓	15.00			
2	Boxes Ceramic Tile	Yard Sale	3yr	✓			✓	25.00			
Assorted	Baby Clothes 5 bags full	Local Store	1-5yrs	✓		✓	✓	200.00			
Assorted	Baby Toys 2 bags full	Local Store	1-5	✓		✓		200 =			
Assorted	Wall Walks		8yrs	Gift							
1	Single bed W/ Frame	Yard Sale	7yr	✓			✓	100.00			
1	Baby Crib & Mattress	~~Wolf~~ Store	23yr	✓		✓		459			
1	Large Dresser	Yard Sale	8yr	✓			✓	30			
1	Sew machine Singer	Family	20yr	Gift			✓				
2	Wedding Cake set Pans & Water Fountain Table Skirt $ 10 piece	Mother	10yr	Gift			✓				
1	Leather Cloth Bag (Travel)	" "	12yr	Gift			✓	100			
1	Wedding Dress	Bridle Store	8yr	✓		✓		350.00			
2 set	Window Blinds	Local Store	4yr	✓		✓		10 =			
1 set	Curtains	Local Store	4-8yr	✓		✓					
4	Coal man Sleeping Bags	" "	10yr	✓		✓					

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

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Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Green Room Attic Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
1	8 Ft X MAS Tree	Local Store	8yr	✓		✓		200			
100	Assorted XMAS Balls	Local Stores	1-10yr	✓		✓		200			
1800	X MAS Lights 18 set of 100 Light	Local Stores	1-10yr	✓		✓		1800			
1	TRAIN Set Lineal	Local Store	3-10yr	GIFT		✓					
1set	XMAS Candles (out side) Plastic	Local Store	8yr	✓		✓		20			
5	Strings XMAS Tree Beads	Local Store	1yr	✓		✓		35			
10	Strings GARLAND	Local Store	1-10yr	✓		✓		100			
	~~XMAS Village Houses~~	~~Local Stores~~	~~1-8yr~~	~~GIFTS~~ ✓							
2	Handmade Nativity Sets	Gifts	2yrs 2yrs	Gifts		✓		300 =			
X	X MAS Village Houses	Local Store	1-8yr	Gifts ✓		✓		—			
	1 First House, 2 Churches, 1 Library 1 Log Home, 1 Gizebo, 1 County Store	Local Store	"	"		"		200			
	10 piece 2set TOWN Villages w. M People	" "	"	"		"		40			
1	XmasTree Stand	" "	4yr	✓		✓		25			
3	Tweety Bird Ornaments Collector	Hallmark	1-5	✓		✓		45			
10	Xmas Candle	Local Store	1-5	✓		✓		30			
4	set 100 out side Light	" "	2yr	✓		✓		80			
	~~Power Bar~~	~~Office~~	~~5yr~~	~~GIFT~~		✓					
2	Power Bar	Local Store	5yr	✓		✓		20			
2 dozen	XMAS Ornament Kids made Novelty	Local Store Family	1-23yr	Gift ✓		✓					

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

3097

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Co-exe Room Bath Room Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	Medicine Cabinet (Cough Syrup Tylenol Provide Of Razors	Local Store		✓		✓		$260			
	Cleaning Supplies (Tub Toilett Walls	local Store		✓		—		$100			
50	Towles	Local Store ~~Co~~		✓		✓	✓	$300			
30	wash Cloth	Local Store		—		✓		$25			
1	Bath Room Scale	Local Store		✓		—		$25			
1	Cloth Hamper	Local Store		✓		✓		$10			
1	Mouth Violet	Store		✓		✓		10			
1	Bath Set Soap Dish (2-can	" "		—		—		15			
1	~~Rem~~ mustouch Trimer & Charger	Local Store		✓		✓		25			
6	Tooth Brushes	" "		✓		—		18			
2	Hair Brushes			✓		—		15			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Green Room Back Porch Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	Fridge 12 cub	Family	12yr	Gift			✓	150			
1	Freezer 15 Cub	Penny Furniture	15yr		✓	✓					
1	Kerosun	Hardware True Value	10yr	✓		✓		120			
1	Kerosen Can	Local Store	2yr	✓		✓		5			
	Food in Freezer	" "	1yr	✓		✓		200			

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Green

Room Patrick Bed Room/Front Right Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	Queen Size Bed mattress	Friend	7yr	✓		✓	Framed ✓	600.			
1	set sheet & Comfortor	Ames	3yr	✓		✓		50.			
1	Entertainment Center	Relative	1yr				✓	50			
1	TV 13" Zenith	local Store	2yr	✓		✓		199			
1	Fisher VCR "4 head" HQ	local Store	4yr	✓		✓		90			
1	Sony PlayStation & Games	local Store	2yr	✓		✓		300 =			
1	[redacted] Magnavox CD/Tape Player	local Store	2yr	✓		✓		59 =			
10	Varius Artist CD's	local Stores	1-5yrs	✓		✓		150 =			
1	Fender Bass Guitar	Relative	5yrs	gift.			✓	600			
1	Harmony Aucustic Guitar	"	5 "	"			"	300			
1	Chair With Foot Stool	Yard Sale	2yrs	✓			✓	75 =			
1	Night Stand 10wide 2shelves	Gift	2yrs	✓			✓	75 =			
[redacted]											
4	Stackable Storage Containers	local Store	1-4yrs	✓			✓	40 =			
200	Varius Collector Baseball cards	local Stores / Flea Mkts.	1-7yrs	✓		✓	✓				
4	Pillows	local Stores	1-2yrs	✓		✓		20			
3	pair Shoes	local Stores	1-2yrs	✓		✓		100			
4	pair Dress Jeans 45 Silver tabs 3 ones	local Stores	1yr	✓		✓		135			
2	pair Speed Skates	Roller Rink	2yrs	gifts.				200			
5	pair play jeans	local Stores	1-2yrs	✓		✓		100			
10	play t-shirts	local Stores	1-2yrs	✓		✓		100			
7	Dress T-Shirts	local Stores	1-2yrs	✓		✓		140			
7	Sweat Shirts	local Stores	1-2yrs	✓		✓		200			
3 dozen	pair Socks	local Stores	1-2yrs	✓		✓		18 =			
11	pair boxers	local Stores	1-2yrs	✓		✓		40 =			
2	Baseball Trophies	Ball Team	2yrs	Gift		✓					

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TOTAL 3640

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Name Insured: Larry & Cathy Green

Policy No. _____ Page 2

Room Patrick Bedroom / Front Right Date of Loss 7/30/99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
3	Jansport Back packs	local Stores	1-3 yrs	✓		✓		90 =			
1	Corded Phone	local Store	6 mo.	✓		✓		20.00			
Assorted	Posters	Area Retailers	1-2 yrs	✓		✓		50 =			
1	Laser Tag Game	local Store	1 yr	✓		✓		90			
10	Board Games (various manufacturers)	local stores	1-4 yrs	✓		✓		100			
2	Hats	local Stores	1 yr	✓		✓		30			
1	Window Fan	local store	3 yrs	✓		✓		30 =			
1	Power Surge Bar	local Store	2 yrs	✓		✓		20.00			
1	Abdominal Buster	local Store	4 yrs	✓		✓		25 =			
1	Alarm Clock	" "	2 yrs	✓		✓		20.00			
1	Laundry Hamper	Local Store	3 yr	✓		✓		7			
1	Cowboys Jacket	Penny's	2 yr	6.ft		✓		120			
1	Addas Jacket	"	3 yr	6.ft		✓		120			
1	Base Ball Jacket	Ball team	2 yr	6.ft		✓		45			
1	mead Trapper Keeper	Local Store	2 yr	✓		✓		12 99			
2 pair	Curtains	Local Store	3 yr	✓		✓					

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Policy No. _____ Page 1

Name Insured: Larry & Cathy Green

Room Bed Room ~~Front~~ ~~Back~~ Left front Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
1	King Size Bed & mattress	Hylich myers	10-98		✓	✓		1939.89			
1	6 Dwar Dresser	Family	8 yr	6.ft			✓	100 =			
1	Vanity with 4 Dwars & Mirrow (wood)	Family	8 yr	6.ft			✓	150 -			
2	night Stands	Daghter	2 yr	6.ft			✓	100			
1	Cord Less Phone Bell South	Friend	3yr	6ft		✓		79 =			
3	Storage Containers Swetter Size	Local Store	1-4yr	✓		✓		30			
1	King Size Comforter & Shams (Skirt)	Finger Hut	3 yr		✓	✓		89			
1	King Size Sheets	" "	3yr		✓	✓		79			
1 set	Feather Pillows	Pennys	2yr	✓		✓		25			
1 set	Form Pillows	Wal Mart	3yr	✓		✓		20			
1	Body Pillow & Pillow Case	Walmart	3yr	✓		✓		20			
1	King Size Electrict Blanket	Pennys	1yrs	✓		✓					
1	Jewlery Box 3 Dwar	Friend	25yr	6.ft		✓					
3	Silver Necklass	Pennys	1-8yr	6.ft		✓		45 =			
1	Charm Bracleff (1 Dance Charm / 1 Wedding Charm / 1 Baby Charm)	Jewerly Store	20yr	6.ft		✓		50 =			
1	Necklas & Ear Ring Set Tear Drop	Avon	4yr	6.ft		✓		30			
2 doz	Hair Breats Combs Head Band	Local Store	1-5yr	✓		✓		25			
5 Bottle	Hair Jells, Sprays	Local Store	6mt	✓		✓		10			
3	Curling Irons Conair (3/4" 1/2" 1")	Local Store	1-2yr	✓		✓					
2	Alarm Clock (1 Elect 1 Wind up)	Local Store	4yr 1yr	✓		✓		30			
1	Clysdale Ceramick Set	Family	2yr	6.ft		✓		30 =			
1 set	Wooden Wall Candles	Family	1	6.ft			✓	25 =			
1	Wall Clock Country Scene	local Store	7yr	6.ft			✓	20 =			
1	Ceramic Church	Friend	7yr	6.ft		✓		10 =			
1	Air Conditioner 25,000 BTU	Friend	4yr	✓			✓	150 =			
1	Blow Drier Conair	Local Store	4yr	✓		✓					

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TOTAL

PPI 1-93 WAKEFOOSE PRINTING CO., BEDFORD, PA

3050

Personal Property Inventory Schedule

Policy No. _____ Page 2

Name Insured: Larry & Cathy Larsen

Room Bed Room Front Right Left Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
20pair	mens underwear	Local Store	1-3yr	✓		✓		36			
20pair	mens Socks	Local Store	1-2yr	✓		✓		30			
14pair	womans Socks	" "	1-2yr	✓		✓		25			
30pair	" underwear	" "	1-5yr	✓		✓		60			
10	BRA's	" "	1-5yr	✓		✓		100			
15 pair	Night wear PJ	" "	1-8yr	✓		✓		150			
6pair	womans Sweat Pants	" "	4	✓		✓		30			
8	SPCA Sweat Shirts	FAIR	1-8yr	✓		✓		200			
16	SPCA T Shirts	Work	1-8yr	Gift		✓		192			
5pair	Dress Jean Silver Tabs Levi's 4 1	Penneys	1-5yr	Gift ✓		✓		170			
20pair	Work Jeans Lady	Local Store / Yard Sales	1-10yr	✓		✓	✓	200			
10	work T Shirts Ladys	Local Store	1-5yr	✓		✓		100			
20	Assorted ~~Assorted~~ Dress Shirts Lady	Local Store	1-10yr	✓		✓		400			
7	Sweat Shirts Ladys 3 Mobility Dogs 4 Mobility Ladys	Local Stores	1-8	✓		✓		200			
1	2 Peice Suit Ladys	Target	1yr	✓		✓		75			
1		JC Penney	6yr					75			
2	Dresses	Sears	1yr	✓		✓		150			
1	Leather Vest Ladys	Penneys	15yr	✓		✓		75			
10	Pair Jean Shorts Ladys	Local Store	1-10yr	✓		✓		120			
8	Pair Cotton Shorts Ladys	" "	1-10yr	✓		✓		80			
10	Tank tops Ladys	Local Store	1-10yr	✓		✓		100			
4pair	Ladys Dress Shoes 2 pair Black 1 pair Brown 1 pair many	JC Penneys Pay Less "	1-5 1	✓		✓		100			
2pair	Rebrik Sneaker Ladys	JC Penneys	2-5yr	✓		✓		60			
5pair	Mens Jean Shorts	Local Store	1-8yr	✓		✓		75			
6	mens Cotton Shorts	Local Store	1-5yr	✓		✓		60			
5	mens Tank Tops	" "	1-8yr	✓		✓		50			
7	Mens T Shirts Work	" "	1-5yr	✓		✓		30			

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TOTAL

PPL 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

2943

Name Insured: Larry & Cathy Green — Policy No: _____ — Page 6

Room Bed Room Rt/Front — Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
5 Pair	mens Work Pants Jeans	Local Store	1-2yr	✓		✓		75			
2 Pair	mens Dress Pants 1 Silver Tab	" "	1-5yr	✓		✓		50			
7 Pair	mens Dress Jeans 5 Levies	JC Penneys	1-5yr	✓		✓		250			
10	Assorted Novelty T Shirts mens 3 Bum	Local Store	1-5yr	✓		✓		120			
6	Novelty T Shirts mens Adams	" "	1-8yr	Gift ✓		✓		150			
7	Dress Shirts	" "	1-10yr	✓		✓		200			
12	Flannel Shirts	" "	1-10yr	✓		✓		150			
2	pair Steal Toe Boots	" "	2-6	✓		✓		70			
1	pair Cow Boy Boot	Mother	8yr	Gift		✓		100			
2 SET	Bed in a Bag Queen Size Sheet, Comfoter Pillow cases Skirts	Local Store	7	✓		✓		100			
12 Set	Sheets	Local Store	3-10yr	✓		✓		200			
1	Hand made Table Cloth/Need Point	Family	5yr	Gift		✓					
10	Skeine Yarn	Local Store	1yr	✓		✓		25			
12	Crochete Needles	Local Store	1-15yr	✓		✓		25			
2	Afghans Hand made	Family	10yr	Gift		✓					
1	C.D.	Radio Shack	15yr	✓		✓		300			
1	Ceramice X MAS Tree Hand Mad	Father	23yr	Gift		✓					
1 set	How To Do It your Self Books	Mail Order	15yr	✓		✓		150			
2 doze	Ball Hats Collection	Friends Family Local Store	1-15yr	Gift ✓		✓		360			
	Pictures Family		1-30yr								
1	Leather tote Bag travel		25yr	Gift		✓		30			
2	Bibles 1 King James 1 New International	Church	25yr 12yr	Gift Gift		✓		50			
2 Pair	Curtains	Local Store	2yr	✓		✓					
	Sew Things — Thread Pins Needs Measur tape	Local Store	1-8yr	✓		✓		100			
1	House Coat	Penny	5yr	Gift		✓		90			
20	C D Country	Local Store	1-8yr	✓		✓		400			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Name Insured: Larry & Cathy Green

Policy No. _____ Page 2

Room Small Spare Room (Right Back) Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT		PURCHASED		CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY	
				CASH	CHARGE	NEW	USED			DEPR	SETTLEMENT
3	Empty 10 gallon Fish Tanks	Pet Store	1 to 3yr	✓		✓		30			
2	Speaker Boxes	Friends	3yr	G.Ft			✓	100			
3	Fishing Rods	Local Store	1-5yr	✓		✓	69.95 24.95 24.95	119			
2	Tackle Boxes	Local Store	1-9yr	—		✓	21.95				
4	Hunting Knives	Hunting Store	1-15yr	G.Ft		✓	[illegible]				
2	Levels 1 4FT 1 2FT	Hard Ware Store	1-[illegible]yr	—		—	[illegible]	49.99 10			
1	~~IRON~~ SUN BEEN Board	Local Store	8yr	G.Ft		✓		35			
1	Miter Box + Saw	Local Store	8yrs.	✓		✓	24.95				
1	25 Ft Tape CRAFTSMAN	Sears	5yrs	✓ ~~G.Ft~~		✓	10.99				
1	CRAFTSMAN Titanium Step Drill Bit	Sears	3yr	✓		✓		33.99			
2	Hammers	Sears	4yrs.	✓		✓	27.98				
1	Snip set	Sears	4yrs	✓		✓		49.99			
1	Post Level	Store in State College	2yrs	✓		✓		12.95			
2	Rolled Leather Dog Collars & Leashes	Pet Store	5yr	✓		✓		66			
3	Grommy Brushes Dogs	Pet Store	5yr	✓		✓		30			
2 pack	Front Line Flee Repelant	Vet	3mt	✓		✓		60			
4	50 Ft Elect. Stanem cords ~~50~~	Local Store	2-8yr	✓		✓		30			
2 pair	Window Blinds	Local Store	4yr	—		✓		20			
1	CD Compac Disc Player	" "	4yr	G.Ft				40			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

Personal Property Inventory Schedule

Name Insured: Larry & Cathy Green

Policy No. _____ Page 1

Room Small Spare Room (Right Back) Date of Loss 7-30-99

QUANTITY	DESCRIPTION OF PROPERTY INCLUDE BRAND NAME, MODEL NUMBER	PURCHASED OR OBTAINED FROM	DATE OF PURCHASE OR AGE	METHOD OF PAYMENT CASH	METHOD OF PAYMENT CHARGE	PURCHASED NEW	PURCHASED USED	CURRENT REPLACEMENT COST	COST OF REPAIR	COMPANY USE ONLY DEPR	COMPANY USE ONLY SETTLEMENT
1	Cat Litter Box	Local Store	3yr	✓		✓		10			
50lbs	Cat Litter	Local Store	3wk	✓		✓		10			
1	8 drawer Filing Cabinet	Yard Sale	5yr	✓			✓				
1	Baby Gate	Local Store	3yr	✓		✓		20			
1	Microwave Stand	Yard Sale	5yr	✓			✓	15			
Assorted	Paint & Caulking & Paint Pans & Brushes	Local Store	1-3yr	✓		✓		200			
5	Gallon Dry Wall Compound	Hardware	1yr	✓		✓		25			
4	8 Foot Chair Railing Pieces	Lizzie Lumber	1yr	✓		✓		30			
1	Circular Saw	Sears	3yr		✓	✓		60			
2	Jig Saws CRAFTSMANS	" "	10yr 3yr	"	✓	✓		69.99 EACH			
1	Drill Press	" "	3yr		✓	✓		34.99			
1	Grinder	" "	3yr		✓	✓		74.99			
1	Makita Cordless Drill & Charger	Sams	5yr		✓	✓		189			
1	D-Walt Hand held Sander	84 Lumber	2yr		✓	✓		59			
1	Million Candle Power Spot light	Local Store	3yr	G.H		✓		34.95			
4	Tiki Lamps (for outside)	Fair	1yr	✓		✓		32			
1	Gun Cabinet & Glass Locking Door	Family	6yr	G.H			✓	369			
2	30-30 Guns W/ 1 Box Shells	Family	8yr	G.H			✓	927.31			
1	2-20 Gun W/ 1 Box Shells	GRICE Gun Shop	7yr	✓		✓		667.66			
1	30-06 Gun W/ 1 Box Shells	" " "	6yr	✓		✓		551.17			
1	22 Rifle W/ 1 Box Shells	True Value	7mt	G.H		✓		108.98			
1	Pellet Gun	Family	1yr	G.H		✓		49.95			
2	Rifle Slings	GRICE Gun Shop	5yr	✓		✓					
Assorted	Craftsmen Tools Drill Bit wrench Screw Drivers Pliers Hammer	Sears	1-10yr	✓		✓		125.00			
1	Rifle Sling	GRICE Gun Shop	1-5yr	✓		✓					
1	Sheet of Marlight	Lizzies Lumber	3yr	✓		✓		25			

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TOTAL

PPI 1-92 WAKEFOOSE PRINTING CO., BEDFORD, PA

3161

CHRIS A. PENTZ
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211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

FILED

JAN 03 2001
0110:15 atty Rentz
William A. Shaw
Prothonotary

pd $80.00
1cc atty Rentz

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

LARRY J. GREEN and
CATHY A. GREEN,
Plaintiffs

vs

FRIENDS COVE MUTUAL
INSURANCE COMPANY,
Defendant

No. 01-10-C.D.

Type of Case: Civil

Type of Pleading: Acceptance of Service

Filed on Behalf of: Plaintiffs

Counsel of Record for this Party:
CHRIS A. PENTZ, Esquire
Supreme Court I.D. # 39232
211 ½ East Locust Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

FILED
JAN 26 2001
William A. Shaw
Prothonotary

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **ANSWER AND NEW MATTER**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD THIS 1st DAY OF FEBRUARY, 2001.

Attorneys for Named Defendant

FILED

FEB 02 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendant.	: JURY TRIAL DEMANDED

ANSWER AND NEW MATTER

AND NOW, comes the defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY, by and through its attorneys, PFAFF, MCINTYRE, DUGAS, HARTYE & SCHMITT, and files this Answer and New Matter to plaintiffs' Complaint whereof the following is a statement:

1. Admitted.

2. Admitted.

3. Denied as stated. Defendant admits that at the time complained of in the Complaint, the plaintiffs were named insureds under a homeowner's policy issued by defendant, purchased through the Dubler Insurance Agency, 214 Leavy Avenue, Clearfield, PA, 16830. The terms, provisions, conditions and all other matters pertaining to the coverage provided in that policy will appear by reference to the policy itself, a true, correct and complete copy of which is attached hereto, marked "Exhibit A" and made a part hereof.

4. Denied. The types and limits of liability of coverage afforded under the said policy of insurance are described and defined by the declarations page forming a part of the

said policy, a true, correct and complete copy of which is attached hereto, marked "Exhibit B" and made a part hereof.

5. Denied. It is admitted that a copy of the policy was in defendant's possession and is likewise attached hereto. It is admitted also that the premium for the said policy was current at the time of the loss complained of.

6. Admitted.

7. The averments in Paragraph No. 7 are denied as mere conclusions, which are deemed denied and at issue by the applicable Rules of Pleading, and also denied for the reasons contained in New Matter set forth hereinafter.

8. Admitted, with total payments being $2,450.00.

9.-11. After reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraphs No. 9 through 11 of the Complaint and strict proof is demanded at time of trial.

12. The nature and extent of liability for all coverage, including loss of use, is as set forth on the declarations page attached hereto as "Exhibit B."

WHEREFORE, defendant demands that the plaintiffs' Complaint against it be dismissed with prejudice together with costs of suit awarded.

NEW MATTER

By way of further and more complete Answer to the plaintiffs' Complaint defendant sets forth the following New Matter in accordance with the Rules of Civil Procedure:

13. The defendant's first notice of the claim giving rise to the within lawsuit occurred on July 31, 1999, when plaintiffs' insurance agent, Dubler Insurance Agency faxed a Property Loss Notice to defendant's office.

14. On August 6, 1999, plaintiffs provided a "Non-Waiver Agreement" to defendant, under which defendant continued its investigation into the facts and circumstances of the claim. A copy of the said Non-Waiver Agreement is attached hereto, marked "Exhibit C" and made part hereof.

15. In addition to the investigation instituted and conducted by defendant into the loss giving rise to the claimant, the Pennsylvania State Police also commenced and conducted an investigation, conducted primarily by Trooper Carl P. Medsger.

16. By letter dated August 9, 1999, the Pennsylvania State Police Bureau of Criminal Investigation notified defendant, in accordance with the Arson Reporting Immunity Act, that their investigation was proceeding, and did request to be supplied with pertinent policy information and any other relevant information or evidence in defendant's possession relating to the fire loss giving rise to the claim. A copy of the letter is attached hereto, marked "Exhibit D" and made a part hereof.

17. By letter dated August 19, 1999, defendant advised the plaintiffs that further investigation was being conducted, identifying Tsikalas Investigations as the investigator and requesting the cooperation of plaintiffs with respect thereto. A copy of the said letter is attached hereto, marked "Exhibit E" and made a part hereof.

18. By letter dated September 30, 1999, defendant advised the plaintiffs of the status of the investigation being conducted into the loss giving rise to this claim. A copy of that letter is attached hereto, marked "Exhibit F" and made part hereof.

19. Defendant was advised that plaintiffs had retained Chris A. Pentz, Esquire as their counsel by letter dated October 29, 1999, in which counsel requested a copy of the

plaintiffs' insurance policy. A copy of this letter from counsel is attached hereto, marked "Exhibit G" and made a part hereof.

20. By letter dated December 22, 1999, defendant advised plaintiffs' counsel of the status of the investigation, and did provide a specimen copy of the policy in effect at the time of the loss. A copy of this correspondence is attached hereto, marked "Exhibit H" and made a part hereof.

21. At the conclusion of the investigation conducted by Tsikalas Investigations, a report was supplied to defendant containing, among other things, the following conclusions:

a. The fire that occurred at plaintiffs' residence on or about July 30, 1999 was of intentional incendiary origin;

b. The said fire was propagated by the use of a liquid accelerant, said accelerant being either a kerosene class product or isoparaffinic product, which would include kerosene, charcoal starter, torch fuel, lamp oil, solvent, paint thinner or camping fuels among others;

c. Based on the time and point of origin, statements obtained from witnesses, including statements obtained from the plaintiffs and others, the incendiary, non-accidental nature of the cause and origin of the fire, and consideration of all other relevant circumstantial evidence, the fire giving rise to the claim was intentionally and deliberately set by plaintiff Larry Green.

22. In addition to the investigation conducted by Tsikalas Investigations, the Pennsylvania State Police also proceeded with their investigation, and defendant believes and therefore avers that the conclusions and opinions of the Pennsylvania State Police Fire Marshal concur with those of Tsikalas Investigations.

23. As a result of the information developed in the course of the investigation by defendant into the fire giving rise to the claim, plaintiffs were notified by letter dated February 8, 2000 that the claim they had submitted pertaining to the fire was being denied, and setting forth

pertinent sections of the policy upon which defendant was premising the denial of the claim. A copy of the said letter is attached hereto, marked "Exhibit I" and made a part hereof.

24. In order to provide plaintiffs and their counsel with every opportunity to provide an adequate explanation or defense to the findings and conclusions of the Pennsylvania State Police and Tsikalas Investigations as to the cause and origin of the fire giving rise to the loss and claim, the defendant solicited, an ultimately received from the plaintiffs, a signed, notarized Proof of Loss and Personal Property Inventories. A copy of the plaintiffs' Sworn Statement and Proof of Loss, notarized on May 25, 2000, is attached hereto, marked "Exhibit J" and made a part hereof.

25. In furtherance of the additional investigation conducted subsequent to February 8, 2000, plaintiffs provided examination under oath on July 11, 2000.

26. At no time have plaintiffs provided any sufficient or satisfactory explanation of the cause and origin of the fire giving rise to this claim and suit other than the conclusion reached by Tsikalas Investigations. Accordingly, at no time has defendant ever rescinded the denial of coverage as set forth in the said letter of February 8, 2000 prior to the filing of suit in the instant case.

27. At no time prior to the filing of the instant suit did defendant waive or relinquish any of the rights or defenses afforded to it under the terms and conditions of the policy of insurance at issue. To the contrary, at all times the plaintiffs, directly or through counsel, were informed that the defendant was conducting its investigation under and subject to each and every policy right or defense which it had under the terms of the policy at issue.

28. Among other things, the policy of insurance at issue states the following:

8. **Suit Against Us**. No action can be brought unless the

policy provisions have been complied with and the action is started within one year after the date of loss.

29. Inasmuch as the date of loss giving rise to this claim and suit occurred on July 30, 1999, and suit was not instituted until January 3, 2001, the instant case is barred by the expiration of the suit limitations clause contained in the policy of insurance at issue.

30. The policy of insurance at issue also contains the following provisions in

SECTION NO. 1-PERILS INSURED AGAINST
Coverage A-Dwelling and Coverage B-Other Structures

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:...

3. Excluded under Section I-Exclusions.

Coverage C-Personal Property

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in Section I-Exclusions.

31. The policy at issue contains the following specific exclusions from Coverage A, B and C:

SECTION NO. 1-EXCLUSION

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of the loss.

h. Intentional Loss, meaning any loss arising out of any act committed:

(1) by or at the direction of an "insured"; and
(2) with the intent to cause a loss.

32. The policy of insurance at issue also contains the following specific conditions precedent to any liability on the part of the defendant:

SECTIONS I AND II-CONDITIONS

2. Concealment or Fraud

a. Under Section I-Property Coverages, with respect to all

"insureds" covered under this policy, we provide no coverage for loss under Section 1-Property Coverages if, whether before or after a loss, one or more "insureds" have:

(1) Intentionally concealed or misrepresented any material fact or circumstances;

(2) Engaged in fraudulent conduct; or

(3) Made false statements:

relating to this insurance.

33. Contrary to the policy provisions quoted hereinabove, plaintiffs herein, either individually or in concert, did intentionally conceal or misrepresent a material fact or circumstance, or make false statements, or engage in fraudulent conduct, by, among other things, supplying a Sworn Statement in Proof of Loss averring that said loss did not originate by any act, design or procurement on the part of the insured or the affiant, whereas the said Larry J. Green, upon investigation and belief, did start or accelerate the fire with the specific intent to cause the ensuing loss.

34. Upon investigation and belief, the loss giving rise to the claim leading to this suit was an intentional loss committed by or at the direction of an insured, namely, plaintiff Larry Green, and with the intent to cause the loss, and it is therefore excluded, and defendant is not liable to the plaintiffs, based upon the terms and conditions of the insurance contract itself.

WHEREFORE, defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY, demands that the plaintiffs' Complaint against it be dismissed, with prejudice, together with costs of suit awarded.

PFAFF, MCINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA. ID. No. 21351
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

TO THE WITHIN NAMED PARTIES
You are hereby notified to plead to the enclosed New Matter within twenty (20) days of service hereof or a default judgment may be entered against you.

Attorney for Defendant

HOMEOWNERS 3
SPECIAL FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

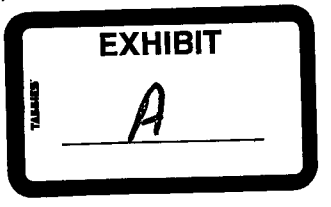
1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
   a. Your relatives; or
   b. Other persons under the age of 21 and in the care of any person named above.

   Under Section II, "insured" also means:
   c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **3.a.** or **3.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
   d. With respect to any vehicle to which this policy applies:
      (1) Persons while engaged in your employ or that of any person included in **3.a.** or **3.b.** above; or
      (2) Other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
   a. The "residence premises";
   b. The part of other premises, other structures and grounds used by you as a residence and:
      (1) Which is shown in the Declarations; or
      (2) Which is acquired by you during the policy period for your use as a residence;
   c. Any premises used by you in connection with a premises in **4.a.** and **4.b.** above;
   d. Any part of a premises:
      (1) Not owned by an "insured"; and
      (2) Where an "insured" is temporarily residing;
   e. Vacant land, other than farm land, owned by or rented to an "insured";
   f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
   g. Individual or family cemetery plots or burial vaults of an "insured"; or
   h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
   a. "Bodily injury"; or
   b. "Property damage."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
   a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
   b. One who performs similar duties elsewhere not related to the "business" of an "insured."
8. "Residence premises" means:
   a. The one family dwelling, other structures, and grounds; or
   b. That part of any other building;

   where you reside and which is shown as the "residence premises" in the Declarations.

   "Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

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SECTION I - PROPERTY COVERAGES

COVERAGE A - Dwelling

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises."

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE C - Personal Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured";
2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or $1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

Special Limits of Liability. These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. $1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

   This limit includes the cost to research, replace or restore the information from the lost or damaged material.
3. $1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. $1000 on trailers not used with watercraft.
5. $1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. $2000 for loss by theft of firearms.
7. $2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. $2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.
9. $250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits **10.** and **11.** below.
10. $1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

    a. Accessories or antennas; or

    b. Tapes, wires, records, discs or other media;

    for use with any electronic apparatus.

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11. $1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
    a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
    b. Is away from the "residence premises"; and
    c. Is used at any time or in any manner for any "business" purpose.

    Electronic apparatus includes:
    a. Accessories and antennas; or
    b. Tapes, wires, records, discs or other media;

    for use with any electronic apparatus.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
    a. Their equipment and accessories; or
    b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
        (1) Accessories or antennas; or
        (2) Tapes, wires, records, discs or other media;

        for use with any electronic apparatus.

        The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

    We do cover vehicles or conveyances not subject to motor vehicle registration which are:
    a. Used to service an "insured's" residence; or
    b. Designed for assisting the handicapped;
4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages **10.**;
7. Property rented or held for rental to others off the "residence premises";
8. "Business" data, including such data stored in:
    a. Books of account, drawings or other paper records; or
    b. Electronic data processing tapes, wires, records, discs or other software media;

    However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or
9. Credit cards or fund transfer cards except as provided in Additional Coverages **6.**

COVERAGE D - Loss Of Use

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph **b.** below.
    a. **Additional Living Expense,** meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
    b. **Fair Rental Value,** meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

    Payment under **a.** or **b.** will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

    Fair Rental Value, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

    Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.
3. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under **1.** and **2.** above for no more than two weeks.

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The periods of time under **1.**, **2.** and **3.** above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay your reasonable expense for the removal of:
   a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
   b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

   This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

   We will also pay your reasonable expense, up to $500, for the removal from the "residence premises" of:
   a. Your tree(s) felled by the peril of Windstorm or Hail;
   b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
   c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

   provided the tree(s) damages a covered structure. The $500 limit is the most we will pay in any one loss regardless of the number of fallen trees.
2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

   This coverage:
   a. Does not increase the limit of liability that applies to the covered property;
   b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I - CONDITION **2.d.**
3. **Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

   We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

   This coverage is additional insurance.
4. **Fire Department Service Charge.** We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

   This coverage is additional insurance. No deductible applies to this coverage.
5. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
6. **Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.**

   We will pay up to $500 for:
   a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
   b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
   c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
   d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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We do not cover use of a credit card or fund transfer card:

a. By a resident of your household;

b. By a person who has been entrusted with either type of card; or

c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising out of "business" use or dishonesty of an "insured."

This coverage is additional insurance. No deductible applies to this coverage.

Defense:

a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.

c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Loss Assessment.** We will pay up to $1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A - DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

The limit of $1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition **1.** Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

8. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

a. Perils Insured Against in COVERAGE C - PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;

b. Hidden decay;

c. Hidden insect or vermin damage;

d. Weight of contents, equipment, animals or people;

e. Weight of rain which collects on a roof; or

f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.**, **c.**, **d.**, **e.**, and **f.** unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

9. **Glass or Safety Glazing Material.**

We cover:

a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and

b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

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10. **Landlord's Furnishings.** We will pay up to $2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

    a. **Fire or lightning.**

    b. **Windstorm or hail.**

    This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

    This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

    c. **Explosion.**

    d. **Riot or civil commotion.**

    e. **Aircraft,** including self-propelled missiles and spacecraft.

    f. **Vehicles.**

    g. **Smoke,** meaning sudden and accidental damage from smoke.

    This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

    h. **Vandalism or malicious mischief.**

    i. **Falling objects.**

    This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

    j. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

    k. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

    This peril does not include loss:

    (1) To the system or appliance from which the water or steam escaped;

    (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or

    (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

    In this peril, a plumbing system does not include a sump, sump pump or related equipment.

    l. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

    We do not cover loss caused by or resulting from freezing under this peril.

    m. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

    This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

    (1) Maintain heat in the building; or

    (2) Shut off the water supply and drain the system and appliances of water.

    n. **Sudden and accidental damage from artificially generated electrical current.**

    This peril does not include loss to a tube, transistor or similar electronic component.

    o. **Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

The $2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

SECTION I - PERILS INSURED AGAINST

COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage **8.**;
2. Caused by:

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a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain the system and appliances of water;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

(1) Fence, pavement, patio or swimming pool;

(2) Foundation, retaining wall, or bulkhead; or

(3) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

e. Any of the following:

(1) Wear and tear, marring, deterioration;

(2) Inherent vice, latent defect, mechanical breakdown;

(3) Smog, rust or other corrosion, mold, wet or dry rot;

(4) Smoke from agricultural smudging or industrial operations;

(5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

(6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

(7) Birds, vermin, rodents, or insects; or

(8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

3. Excluded under Section I - Exclusions.

Under items **1.** and **2.**, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

COVERAGE C - PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

1. **Fire or lightning.**
2. **Windstorm or hail.**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft,** including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke,** meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief.**
9. **Theft,** including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

a. Committed by an "insured";

b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

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c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;

b. Watercraft, and their furnishings, equipment and outboard engines or motors; or

c. Trailers and campers.

10. **Falling objects.**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

12. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

a. To the system or appliance from which the water or steam escaped;

b. Caused by or resulting from freezing except as provided in the peril of freezing below; or

c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

a. Maintain heat in the building; or

b. Shut off the water supply and drain the system and appliances of water.

15. **Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

16. **Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

SECTION I - EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

a. **Ordinance or Law,** meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

b. **Earth Movement,** meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

(1) Fire;

(2) Explosion; or

(3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

c. **Water Damage,** meaning:

(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

(2) Water which backs up through sewers or drains or which overflows from a sump; or

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(3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from water damage is covered.

d. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

f. War, including the following and any consequence of any of the following:

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

g. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

h. Intentional Loss, meaning any loss arising out of any act committed:

(1) By or at the direction of an "insured"; and

(2) With the intent to cause a loss.

2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

a. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **1.** above to produce the loss;

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property whether on or off the "residence premises."

SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or

b. For more than the applicable limit of liability.

2. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:

a. Give prompt notice to us or our agent;

b. Notify the police in case of loss by theft;

c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

d. Protect the property from further damage. If repairs to the property are required, you must:

(1) Make reasonable and necessary repairs to protect the property; and

(2) Keep an accurate record of repair expenses;

e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

f. As often as we reasonably require:

(1) Show the damaged property;

(2) Provide us with records and documents we request and permit us to make copies; and

(3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

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g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

(1) The time and cause of loss;

(2) The interest of the "insured" and all others in the property involved and all liens on the property;

(3) Other insurance which may cover the loss;

(4) Changes in title or occupancy of the property during the term of the policy;

(5) Specifications of damaged buildings and detailed repair estimates;

(6) The inventory of damaged personal property described in **2.e.** above;

(7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and

(8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

3. **Loss Settlement.** Covered property losses are settled as follows:

a. Property of the following types:

(1) Personal property;

(2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

(3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

(1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

(a) The limit of liability under this policy that applies to the building;

(b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(c) The necessary amount actually spent to repair or replace the damaged building.

(2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

(a) The actual cash value of that part of the building damaged; or

(b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

(3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

(a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) Underground flues, pipes, wiring and drains.

(4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above.

However, if the cost to repair or replace the damage is both:

(a) Less than 5% of the amount of insurance in this policy on the building; and

(b) Less than $2500;

we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

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(5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.

4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
   a. Repair or replace any part to restore the pair or set to its value before the loss; or
   b. Pay the difference between actual cash value of the property before and after the loss.
5. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
6. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

   Each party will:
   a. Pay its own appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.
7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
8. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
    a. Reach an agreement with you;
    b. There is an entry of a final judgment; or
    c. There is a filing of an appraisal award with us.
11. **Abandonment of Property.** We need not accept any property abandoned by an "insured."
12. **Mortgage Clause.**

    The word "mortgagee" includes trustee.

    If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

    If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
    a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
    b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
    c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

    If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

    If we pay the mortgagee for any loss and deny payment to you:
    a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
    b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

    Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

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13. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

14. **Nuclear Hazard Clause.**

a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.

c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

15. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

16. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

SECTION II - LIABILITY COVERAGES

COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location," if the "bodily injury":

a. Arises out of a condition on the "insured location" or the ways immediately adjoining;

b. Is caused by the activities of an "insured";

c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

d. Is caused by an animal owned by or in the care of an "insured."

SECTION II - EXCLUSIONS

1. **Coverage E - Personal Liability** and **Coverage F - Medical Payments to Others** do not apply to "bodily injury" or "property damage":

a. Which is expected or intended by the "insured";

b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

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c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

(1) On an occasional basis if used only as a residence;

(2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(3) In part, as an office, school, studio or private garage;

d. Arising out of the rendering of or failure to render professional services;

e. Arising out of a premises:

(1) Owned by an "insured";

(2) Rented to an "insured"; or

(3) Rented to others by an "insured";

that is not an "insured location";

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

(2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(a) Not owned by an "insured"; or

(b) Owned by an "insured" and on an "insured location";

(3) A motorized golf cart when used to play golf on a golf course;

(4) A vehicle or conveyance not subject to motor vehicle registration which is:

(a) Used to service an "insured's" residence;

(b) Designed for assisting the handicapped; or

(c) In dead storage on an "insured location";

g. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

(2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

(1) That are not sailing vessels and are powered by:

(a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";

(b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";

(c) One or more outboard engines or motors with 25 total horsepower or less;

(d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";

(e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:

(i) You acquire them prior to the policy period; and

(a) You declare them at policy inception; or

(b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.

(ii) You acquire them during the policy period.

This coverage applies for the policy period.

(2) That are sailing vessels, with or without auxiliary power:

(a) Less than 26 feet in overall length;

(b) 26 feet or more in overall length, not owned by or rented to an "insured."

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(3) That are stored;

h. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an aircraft;

(2) The entrustment by an "insured" of an aircraft to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **e.**, **f.**, **g.**, and **h.** do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. **Coverage E - Personal Liability**, does not apply to:

a. Liability:

(1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in **(1)** above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part **a.** or **b.** of "insured" as defined.

3. **Coverage F - Medical Payments to Others**, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

(1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

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b. To any person eligible to receive benefits:
   (1) Voluntarily provided; or
   (2) Required to be provided;
   under any:
   (1) Workers' compensation law;
   (2) Non-occupational disability law; or
   (3) Occupational disease law;
c. From any:
   (1) Nuclear reaction;
   (2) Nuclear radiation; or
   (3) Radioactive contamination;
   all whether controlled or uncontrolled or however caused; or
   (4) Any consequence of any of these; or
d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. **Claim Expenses.** We pay:
   a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
   b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
   c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $50 per day, for assisting us in the investigation or defense of a claim or suit; and
   d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."
3. **Damage to Property of Others.** We will pay, at replacement cost, up to $500 per "occurrence" for "property damage" to property of others caused by an "insured."

   We will not pay for "property damage":
   a. To the extent of any amount recoverable under Section I of this policy;
   b. Caused intentionally by an "insured" who is 13 years of age or older;
   c. To property owned by an "insured";
   d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
   e. Arising out of:
      (1) A "business" engaged in by an "insured";
      (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or
      (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

      This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."
4. **Loss Assessment.** We will pay up to $1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:
   a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or
   b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
      (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
      (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

   This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

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We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of $1000 is the most we will pay for loss arising out of:

a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

1. Section II - Coverage E - Personal Liability Exclusion **2.a.(1)**;
2. Condition **1.** Policy Period, under SECTIONS I AND II - CONDITIONS.

SECTION II - CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

   Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."

3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

   a. Give written notice to us or our agent as soon as is practical, which sets forth:

      (1) The identity of the policy and "insured";

      (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and

      (3) Names and addresses of any claimants and witnesses;

   b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

   c. At our request, help us:

      (1) To make settlement;

      (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

      (3) With the conduct of suits and attend hearings and trials; and

      (4) To secure and give evidence and obtain the attendance of witnesses;

   d. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

   e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. **Duties of an Injured Person - Coverage F - Medical Payments to Others.**

   The injured person or someone acting for the injured person will:

   a. Give us written proof of claim, under oath if required, as soon as is practical; and

   b. Authorize us to obtain copies of medical reports and records.

   The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

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6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

   No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

8. **Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTIONS I AND II - CONDITIONS

1. **Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

2. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

   a. Intentionally concealed or misrepresented any material fact or circumstance;

   b. Engaged in fraudulent conduct; or

   c. Made false statements;

   relating to this insurance.

3. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

   This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

4. **Waiver or Change of Policy Provisions.**

   A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

5. **Cancellation.**

   a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

   b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

      Proof of mailing will be sufficient proof of notice.

      (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

      (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

      (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

         (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

         (b) If the risk has changed substantially since the policy was issued.

         This can be done by letting you know at least 30 days before the date cancellation takes effect.

      (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

   c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

   d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.

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8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

   If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

   Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

   a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

   b. "Insured" includes:

      (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

      (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – PENNSYLVANIA

SECTION I – PROPERTY COVERAGES

COVERAGE C – PERSONAL PROPERTY

SPECIAL LIMITS OF LIABILITY

Items **10.** and **11.** are deleted and replaced by the following (these are Items **7.** and **8.** in Form **HO 00 08**):

10. $1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

a. Accessories or antennas; or

b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **10.**

11. $1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;

b. Is away from the "residence premises"; and

c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

a. Accessories and antennas; or

b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **11.**

PROPERTY NOT COVERED

Item **3.b.** is deleted and replaced by the following:

3. Motor vehicles or all other motorized land conveyances. This includes:

b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories or antennas; or

(2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

a. Used to service an "insured's" residence; or

b. Designed for assisting the handicapped;

COVERAGE D – LOSS OF USE

For all forms other than **HO 00 04** and **HO 00 06,** Item **1.** is deleted and replaced by the following:

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

For Forms **HO 00 04** and **HO 00 06,** Item **1.** is deleted and replaced by the following:

1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

1. Debris Removal is deleted and replaced by the following:

1. Debris Removal

a. We will pay your reasonable expense for the removal of:

(1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

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(2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense. (The second sentence of this paragraph does not apply to Form **HO 00 08.**)

b. Fallen Trees

(1) If circumstances of a loss meet those specified in **(2)** below, we will pay your reasonable expense, up to $500, for the removal from the "residence premises" of:

(a) Your tree(s) felled by the peril of Windstorm or Hail;

(b) Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet (Forms **HO 00 02, HO 00 03, HO 00 04** and **HO 00 06** only); or

(c) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C.**

The $500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

(2) Tree removal coverage as described in **b.(1)** above applies only if:

(a) The tree damages a structure covered under this policy; or

(b) Windstorm or Hail or Weight of Ice, Snow or Sleet causes damage to a structure covered under this policy and the Pennsylvania Governor declares the area in which the "residence premises" is located to be a disaster area as a result of such weather conditions.

ADDITIONAL COVERAGES

9. Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass Or Safety Glazing Material

a. We cover:

(1) For all forms other than **HO 00 04** and **HO 00 06,** the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

(a) Form **HO 00 04,** the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and

(b) Form **HO 00 06,** the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A;** and

(2) For all forms other than **HO 00 04** and **HO 00 06,** the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:

(a) Form **HO 00 04,** the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and

(b) Form **HO 00 06,** the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage **A;** and

(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or

(2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage **9.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Forms **HO 00 01** and **HO 00 08,** we will pay up to $100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage **8.** in Forms **HO 00 01** and **HO 00 08.**)

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The following Additional Coverage is added to all forms except **HO 00 08.** With respect to Form **HO 00 04,** the words 'covered building' used below, refer to property covered under Additional Coverage **10.** Building Additions And Alterations.

11. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage **A** (or for Form **HO 00 04,** you may use up to 10% of the limit of liability that applies to Building Additions And Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

(1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;

(2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or

(3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

c. We do not cover:

(1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is Additional Coverage **10.** in Forms **HO 00 01** and **HO 00 06.**)

SECTION I – PERILS INSURED AGAINST

Under Form **HO 00 03, Coverage A – Dwelling** and **Coverage B – Other Structures,** Item **2.e.(3)** is deleted and replaced by the following:

(3) Smog, rust or other corrosion, fungus, mold, wet or dry rot;

In Endorsements:

HO 00 15, Special Personal Property Coverage, this is Item **1.b.(4)(c)** under Section **I** – Perils Insured Against.

HO 04 14, Special Computer Coverage, this is Item **B.(3)(c)** under Perils Insured Against.

HO 17 31, Unit-Owners Coverage **C,** this is Item **3.d.(3)** under Section I – Perils Insured Against.

HO 17 32, Unit-Owners Coverage **A,** this is Item **2.e.(3)** under Perils Insured Against.

SECTION I – EXCLUSIONS

1. Ordinance or Law is deleted and replaced by the following:

1. Ordinance or Law, meaning any ordinance or law:

a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** in all forms other than **HO 00 03,** and **1.a.(1)** in the Form **HO 00 03,** does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;

b. The requirements of which result in a loss in value to property; or

c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion **1.a.** in Form **HO 00 03.**)

2. **Earth Movement** is deleted and replaced by the following:

2. Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

   a. Fire; or

   b. Explosion;

   ensues and then we will pay only for the ensuing loss.

   This exclusion does not apply to loss by theft.

   (This is Exclusion **1.b.** in Form **HO 00 03.**)

4. **Power Failure** is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

   (This is Exclusion **1.d.** in Form **HO 00 03.**)

SECTION I – CONDITIONS

Under **3. Loss Settlement** in Forms **HO 00 02** and **HO 00 03,** Item **b.(1)** is deleted and replaced by the following:

b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:

(1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(a) The limit of liability under this policy that applies to the building;

(b) The replacement cost of that part of the building damaged; or

(c) The necessary amount actually spent to repair or replace the damaged building.

The replacement cost will not exceed that necessary for like construction and use on the same premises; regardless of whether the replacement building or repaired building is located on the same or a different premises.

3. **Loss Settlement**

Under Form **HO 00 06,** Item **b.(2)** is deleted and replaced by the following:

(2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

9. **Our Option** is deleted and replaced by the following:

9. **Our Option**

We may repair or replace any part of the damaged property with like property if we give you written notice of our intention to do so within 15 working days after we receive your signed, sworn proof of loss.

SECTION II – LIABILITY COVERAGES

Item **1. Coverage E – Personal Liability** is deleted and replaced by the following:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable; and

Under Coverage F – Medical Payments To Others:

Medical expenses do not include expenses for funeral services.

SECTION II – EXCLUSIONS

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments To Others,** Item **a.** is deleted and replaced by the following:

a. Which is expected or intended by one or more "insureds";

SECTION II – ADDITIONAL COVERAGES

Under **1. Claim Expenses,** the following paragraph is added:

e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

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SECTIONS I AND II – CONDITIONS

2. **Concealment Or Fraud** is deleted and replaced by the following:

2. Concealment Or Fraud

a. Under Section I – Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section I – Property Coverages if, whether before or after a loss, one or more "insureds" have:

(1) Intentionally concealed or misrepresented any material fact or circumstance;

(2) Engaged in fraudulent conduct; or

(3) Made false statements;

relating to this insurance.

b. Under Section II – Liability Coverages, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

(1) Intentionally concealed or misrepresented any material fact or circumstance;

(2) Engaged in fraudulent conduct; or

(3) Made false statements;

relating to this insurance.

5. Cancellation

Paragraph **b.** is deleted and replaced by the following:

b. We may cancel this policy only for the reasons stated below by notifying the "insured" in writing of the date cancellation takes effect. This cancellation notice may be delivered to or mailed to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address.

Proof of mailing will be sufficient proof of notice.

(1) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the "insured" named in the Declarations at least 30 days before the cancellation takes effect.

(2) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the "insured" named in the Declarations at least 30 days prior to the proposed cancellation date:

(a) This policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

(b) There has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;

(c) There is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the "insured";

(d) The "insured" has failed to pay the premium by the due date, whether payable to us or to our agent or under any finance or credit plan; or

(e) For any other reason approved by the Pennsylvania Insurance Commissioner.

This provision shall not apply if the named "insured" has demonstrated by some overt action to us or to our agent that the "insured" wishes the policy to be cancelled.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

6. **Nonrenewal** is deleted and replaced by the following:

6. Nonrenewal

We will not fail to renew this policy except for one of the reasons referred to in the Cancellation Provision of this endorsement. We may refuse to renew for one of the listed reasons by mailing to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

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This provision does not apply if:

a. We have indicated our willingness to renew and the "insured" has failed to pay the premium by the due date; or

b. The named "insured" has indicated to us or our agent that the "insured" does not wish the policy to be renewed.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

9. Death

Paragraph **b.** is deleted and the following added:

b. Insurance under this policy will continue as provided in **(1)** or **(2)** below, whichever is later:

(1) For 180 days after your death regardless of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date; or

(2) Until the end of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

c. "Insured" includes:

(1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

(2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

All other provisions of this policy apply.

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NO SECTION II - LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
LIMITED SECTION I - PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business" pursuit. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business" pursuit.

Therefore, with respect to a home day care enterprise which is considered to be a "business" pursuit, this policy:

1. Does not provide Section II - Liability Coverages because "business" pursuits of an "insured" are excluded under exclusion **1.b.** of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to $2,500, because Coverage C - Special Limits of Liability - item **8.** imposes that limit on "business" property on the "residence premises." (Item **8.** corresponds to item **5.** in Form **HO 00 08.**);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to $250, because Coverage C - Special Limits of Liability - item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.** (Items **9.**, **10.** and **11.** correspond to items **6.**, **7.** and **8.** respectively in Form **HO 00 08.**)

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

SECTION II - EXCLUSIONS

1. **Coverage E - Personal Liability and Coverage F - Medical Payments to Others**

   Paragraph **a.** is deleted and replaced in all Forms and in the Farmers Personal Liability Endorsement, **HO 24 73**, (if made a part of this policy) by the following:

   a. which is expected or intended by one or more "insureds";

SECTIONS I AND II - CONDITIONS

Condition **2. Concealment or Fraud** is deleted and replaced by the following:

2. **Concealment or Fraud**

   a. Under SECTION I - Property Coverages, with respect to all "insureds" covered under this policy, we do not provide coverage if, whether before or after a loss, one or more "insureds" have:

   (1) Intentionally concealed or misrepresented any material fact or circumstance;

   (2) Engaged in fraudulent conduct; or

   (3) Made false statements;

   relating to this insurance.

   b. Under SECTION II - Liability Coverages, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

   (1) Intentionally concealed or misrepresented any material fact or circumstance;

   (2) Engaged in fraudulent conduct; or

   (3) Made false statements;

   relating to this insurance.

All other provisions of this policy apply.

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PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnsihing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to consititute a crime, actual malice, or gross negligence.

Instruction to Policy Writers
Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

FRIENDS COVE MUTUAL INSURANCE COMPANY
Bedford, Pennsylvania

HOMEOWNERS INFLATION PROTECTION ENDORSEMENT

It is hereby understood and agreed that the limits of liability for Coverage A -- Dwelling, Coverage B -- Other Structures, Coverage C -- Personal Property, and Coverage D -- Loss of Use will be adjusted annually to reflect changes in construction costs as developed by E. H. Boeckh, a division of Thomson Publishing Corporation.

FRIENDS COVE MUTUAL INSURANCE COMPANY
Bedford, Pennsylvania

HOMEOWNERS AMENDATORY ENDORSEMENT

Definitions 2. is deleted and replaced by the following:
2. "Business" means a trade, profession, or other occupation, including farming.

SECTION I -- PROPERTY COVERAGES
Under **Coverage B -- Other Structures** item 1. is deleted and replaced by the following:
1. designed or used in whole or in part for "business"; or . . .

MUTUAL POLICY CONDITIONS

This policy is issued by a mutual corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the insured by accepting this policy becomes a member of this company.

This policy is strictly non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that expressed herein.

ANNUAL MEETING

The insured is hereby notified that by virtue of this policy, he is a member of the ***Friends Cove Mutual Insurance Company*** and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings of the Company are held at it's home office in Bedford, Pennsylvania on the second Monday in February in each year, at 11:00 a.m., and the inclusion of this notice in this policy shall constitute notice to the member of the Annual Meeting.

In witness whereof, the ***Friends Cove Mutual Insurance Company*** of Bedford, Pennsylvania, has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the company.

Secretary **President**

FCJ (Ed. 01 96)

NON-ASSESSABLE POLICY

HOMEOWNERS POLICY DECLARATIONS

FRIENDS COVE MUTUAL INSURANCE COMPANY
500 East Pitt Street, PO Box 646
Bedford, PA 15522-0646

(96/9) HO-DEC
Page 1

Policy Number: 00 04 30 69 HO Policy Period: FROM 11/01/1998 TO 11/01/1999
RENEWAL 12:01 AM Standard Time

INSURED:

LARRY J AND CATHY A GREEN
PO BOX 72
WOODLAND PA 16881

AGENT: 96

DUBLER INSURANCE AGENCY
214 LEAVY AVENUE
CLEARFIELD PA 16830
PHONE: 814/765-2491

Insured residence premises location if other than above:
E/S OF SPRUCE ST, WOODLAND, CLEARFIELD CO, PA

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences or losses which happen during the policy period shown above. If the policy is written on a continuous basis, each period of one year ending on the annual anniversary date of this policy constitutes a separate policy period.
This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage shall not be more than the amount stated for such coverage, subject to all the terms of this policy.

PROPERTY COVERAGES	LIMIT OF LIABILITY	PREMIUM
A. Dwelling	$93,000	$404
B. Other Structures	$9,300	
C. Personal Property	$46,500	
D. Loss of Use	$18,600	

Property Coverages Deductible $ 100

PERSONAL LIABILITY COVERAGES	
E. Personal Liability	$100,000
F. Medical Payments to Others	$1,000

Subject to the Following Forms and Endorsements (* Basic Forms Included with this Policy):
HO 0003 04 91, HO 0137 03 97, HO 2343 04 91, HO 0401 06 93,
IL0910/HO 291 1/81, FCH-1 (09/95), FCH-2 (09/95), FCJ (01/96)

POLICY ADJUSTMENTS $178-
ABSENCE OF WOODBURNING/FOSSIL FUEL STOVE 16.0-%
SMOKE DETECTORS OPERATIVELY MAINTAINED 3.0-%
DEAD BOLT LOCKS ON ALL EXTERIOR DOORS
PROTECTION 1-8
ABSENCE OF SWIMMING POOL
SUPERIOR RISK CREDIT

INCEPTION PREMIUM $226

Continued On Page 2 (See Reverse Side)

EXHIBIT B

Policy Number: 00 04 30 69 HO

Subsequent payments will be due each year on the anniversary date based on rates in effect at that time.

Rating Information: Territory: 43 Form: SPECIAL RC YOC: 1940
No. of Families: 1 Protection: 6 Construction: FRAME Occupancy: OWNER

Mortgagee - First
BENEFICIAL MORTGAGE CO OF PA
1067 PENNA. AVENUE
TYRONE PA 16686

NON-WAIVER AGREEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties signing this agreement, that any action taken by the hereinafter named Insurance Company or Companies in investigating the cause of loss, or investigating and ascertaining the amount of sound value, or the amount of loss and damage which occurred on July 30, 1999, shall not waive or invalidate any of the terms or conditions of any policy or policies, and shall not waive or invalidate any rights whatever of either of the parties to this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the examination of the insured or of any other person, the examination of the books of account, bills, invoices, or other vouchers of the insured or any other person, the request of any other information, or the furnishing thereof, or the incurring of any trouble or expense by the insured shall waive or invalidate any of the terms and conditions of the policy or policies, or any defense thereunder.

THE INTENT of this agreement is to preserve the rights of all parties hereto, and to permit an investigation of the cause of loss, the investigation and ascertainment of the amount of sound value, or the amount of loss and damage, or any of them without regard to the liability of the hereinafter named Insurance Company or Companies.

WITNESS our hands in duplicate this 6th day of August, 1999.

Linda Bryant Yeager

Roger Foor

Roger Foor

Adjust Roger Foor
Friends Cove Mutual Ins Co.
500 East Pitt St.
Bedford Pa. 15522

x Larry Yeager
P.O. Box 72 Spruce St.
Woodland, PA. 16881

x Cathy A Yeager

EXHIBIT C

UNIFORM STANDARD Form No. 3902 (N.Y.)
PRINTED IN U.S.A.

AUG 1 2 1999

PENNSYLVANIA STATE POLICE
BUREAU OF CRIMINAL INVESTIGATION
1800 ELMERTON AVENUE
HARRISBURG, PA 17110-9758

PHONE: 717-783-5524
FAX: 717-705-2306

August 9, 1999

Friends Cove Mutual Insurance Company
P.O. Box 646
Bedford,PA 15522

Gentlemen:

Your insurance company has been named as the insurer of a fire loss presently being investigated by a member of this Department.

In accordance with the provisions of the Pennsylvania Arson Reporting Immunity Act, 1980-85, please provide us with the pertinent policy information and other relevant information or evidence in your possession which relates to the fire loss indicated below:

PSP Incident No.: C03-0609492
Policy/Claim Number: 00043069HO
Date & Time of Fire: July 30, 1999 at 3:00 P.M.
Location of Fire Loss: P.O. Box 72, Spruce Street, Woodland, Pa. 16881
Name of Policy Holder: **Larry Junior Green**
P.O. Box72, Spruce Street, Woodland, Pa. 16881

Investigator, Address & Telephone Number: Trooper Carl P. Medsger
Pennsylvania State Police
P.O. Box 445, 445 N. Findley Street
Punxsutawney, PA 15767-0445
(814)938-0510

It is requested the information be furnished **DIRECTLY** to the investigator identified in this correspondence.

In the event our investigation reveals specific facts which would preclude the initial notice to the policyholder about whom the information furnished pertains, we shall advise your company accordingly.

Sincerely,

James J Carey

Lieutenant James J. Carey
Commander, Fire Marshal Section

EXHIBIT
D

Friends Cove Mutual Insurance Company

P.O. Box 646, Bedford, Pennsylvania 15522-0646 • Phone 814-623-9031

August 19, 1999

Larry and Cathy Green
PO Box 72
Woodland, PA 16881

Re: Claim #99-0339
Date of Loss: 7/30/99

Dear Larry and Cathy Green:

We have assigned Tsakalas Investigations to complete an investigation into the cause/origin of the house fire. Mr. Tsakalas will be contacting you as a part of the investigation and you will need to cooperate with him.

Very truly yours,

Roger Foor

Roger Foor
Vice President – Claims

RF/lby

EXHIBIT
E

Friends Cove Mutual Insurance Company

P.O. Box 646, Bedford, Pennsylvania 15522-0646 • Phone 814-623-9031

September 30, 1999

Larry and Cathy Green
PO Box 72
Woodland, PA 16881

Re: Claim #99-0339
Date of Loss: 7/30/99

Dear Mr. and Mrs. Green:

The fire marshall and Mr. Tsakalas are continuing their investigation. I have received an initial report from Mr. Tsakalas of Tsakalas Investigations.

Based upon the findings of the investigators up to this time, we are advised not to process any payments. Therefore, no payment for September rent is forthcoming.

I will advise you later when the investigation is completed as to the status of this matter.

Very truly yours,

Roger Foor
Vice President – Claims

RF/lby

EXHIBIT
F

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

October 29, 1999

Friends Cove Mutual Insurance Company
Attention: Roger Foor
500 East Pitt Street, P. O. Box 646
Bedford PA 15522-0646

Re: Claim # 99-0339/Larry and Cathy Green
Date of Loss: 07/30/99

Dear Mr. Foor:

Please be advised that I have been retained by Mr. and Mrs. Green in reference to their loss of July 30, 1999. Mr. Green has provided me with a copy of your letter of September 30, 1999 indicating that there would be no further payments until the pending investigation is completed. I would request that you forward me a copy of Mr. and Mrs. Green's policy. It is my intention to review the policy and determine the appropriate time period for completion of the investigation. I have included a policy declaration page to assist you in this matter.

Sincerely,

Chris A. Pentz

CAP/jms
Enclosures
cc: Mr. & Mrs. Larry Green

EXHIBIT
6

Friends Cove Mutual Insurance Company

P.O. Box 646, Bedford, Pennsylvania 15522-0646 • Phone 814-623-9031

December 22, 1999

Attorney Chris Pentz
211 ½ East Locust St.
Marino Bldg.
P.O. Box 552
Clearfield, PA 16830

Re: Claim #99-0339
Insured: Larry J. and Cathy A. Green
Date of Loss: 7/30/99

Dear Attorney Pentz:

I was advised on 12/10/99 that the investigation into this matter should be completed this month. Therefore, we will be in touch with you very soon.

We do not have specimen copies of the policy that was in force for our Insured because we are currently switching over to a different policy. However, I enclose a photocopy of the policy and a pertinent form.

Very truly yours,

Roger Foor

Roger Foor
Vice President – Claims

RF/lby

enclosure

EXHIBIT
H

Friends Cove Mutual Insurance Company

P.O. Box 646, Bedford, Pennsylvania 15522-0646 • Phone 814-623-9031

February 8, 2000

CERTIFIED MAIL

Larry J. and Cathy A. Green
PO Box 72
Woodland, PA 16881

Re: Claim #99-0339
Policy #HO 00 04 30 69
Date of Loss: 7/30/99

Dear Larry and Cathy Green:

We wish to be fair in the handling of your claims, but under the circumstances no coverage would apply for the property damage resulting from the above captioned matter.

The policy identified above under which you have submitted a claim, contains among other things the following provision.

SECTION I – EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of the loss.

h. Intentional Loss, meaning any loss arising out of any act committed;
(1) By or at the direction of any "insured" and
(2) With the intent to cause a loss.

SECTION I AND II – CONDITIONS

2. Concealment or Fraud

a. Under Section I – Property Coverages with respect to all "insureds" covered under the policy, we provide no coverage for loss under Section I – Property Coverages if whether before or after a loss, one or more "insureds" have:

EXHIBIT
I

(1) Intentionally concealed or misrepresented any material fact or circumstance;
(2) Engaged in fraudulent conduct; or
(3) Made false statements relating to this insurance.

After a careful investigation and consideration, and in keeping with the above-referenced provisions in the insurance policy under which your claim has been submitted, the Friends Cove Mutual Insurance Company does reject and deny the above referenced claim for the following reason.

Several fire marshalls and Jim Tsikalas Investigations have completed an investigation as to the cause/origin of the fire. Their findings indicate that this is an incendiary fire and classified as an arson for profit by you, our insureds.

Since the loss arose directly out of an act or series of acts committed by or at the direction of an "insured" and with the intent to cause a loss, we therefore respectfully deny any payment for the property damage.

Furthermore, the Company does and shall continue in the future to reserve unto itself all other rights or defenses to this claim which it has or may in the future have and neither this letter, nor any other act or omission to act on the part of the Company shall be viewed as a waiver of any such rights or defenses, which are hereby reserved.

Very truly yours,

Roger Foor

Roger Foor
Vice President – Claims

RF/lby

Cc: Chris Pentz

00 04 30 69 HO
POLICY NUMBER

SWORN STATEMENT IN PROOF OF LOSS

99-0339
COMPANY CLAIM NO.

$ 148,500.00
AMOUNT OF POLICY AT TIME OF LOSS

214 Leavy Ave. Clearfie
AGENCY AT

Yearly
TERM OF POLICY

Dubler Ins. Agency
AGENT

To Friends Cove Mutual Insurance Co. P. O. Box 646, Bedford PA 15522-0646

At time of loss, by the above indicated policy of insurance you insured Larry J. and Cathy A. Green

(See attached declaration page)

against loss by fire to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A fire loss occurred about the hour of 3:00 o'clock P M., on the 30 day of July, 19 99. The cause and origin of the said loss were: Arson by unknown third party

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Residential

3. **Title and Interest:** At the time of the loss the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or incumbrance thereon, except: Beneficial Mortgage Co. of PA 1067 Pennsylvania Avenue Tyrone PA 16686

4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, $ 148,500.00, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. **The Actual Cash Value** of said property at the time of the loss was.....	$ 45,000.00 Structure Only
7. **The Whole Loss and Damage** was	$ 133,748.49
8. **Less Amount of Deductible**	$ 100.00
9. **The Amount Claimed** under the above numbered policy is.....	$ 130,909.80

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render if void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Pennsylvania

County of Clearfield

x Larry J. Green

x Cathy A Green Insured

Subscribed and sworn to before me this 25 day of May XX 2000.

Shannon R. Wisor Notary Public

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2003

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CON FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A ACT, WHICH IS A CRIME.

CL 3MCH (12-90)

EXHIBIT J

7947 OH

VERIFICATION

I, **Roger Foor,** of **Friends Cove Mutual Insurance Company**, do hereby verify that I have read the foregoing **ANSWER AND NEW MATTER.** The statements therein are correct to the best of my personal knowledge or information and belief.

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

Friends Cove Mutual Insurance Company

Roger Foor

Roger Foor

Date: 1-26-2001

FILED

FEB 02 2001

0110:64/noCC

William A. Shaw
Prothonotary

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

LARRY J. GREEN and,
CATHY A. GREEN,
Plaintiffs

vs

FRIENDS COVE MUTUAL
INSURANCE COMPANY,
Defendant

No. 01- 10 -C.D.

Type of Case: Civil

Type of Pleading: Reply to New Matter/Certificate of Service

Filed on Behalf of: Plaintiffs

Counsel of Record for this Party:
CHRIS A. PENTZ, Esquire

Supreme Court I.D. # 39232
211 ½ East Locust Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

FILED
MAR 12 2001
01:30 lcg
William A. Shaw
Prothonotary
No C/C.

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

LARRY J. GREEN and
CATHY A. GREEN,
Plaintiffs

vs

FRIENDS COVE MUTUAL
INSURANCE COMPANY
Defendants

No. 01 - 10 C.D.

REPLY TO NEW MATTER

NEW MATTER

13. Paragraph 13 is denied. After reasonable investigation, the Plaintiffs are without sufficient knowledge or information to form a belief as to the averment.

14. Paragraph 14 is admitted.

15. Paragraph 15 is admitted.

16. Paragraph 16 is admitted.

17. Paragraph 17 is admitted.

18. Paragraph 18 is admitted.

19. Paragraph 19 is admitted.

20. Paragraph 20 is admitted.

21. Paragraph 21 is admitted in part and denied in part. It is admitted that the fire was of an intentional incendiary origin propagated by the use of a liquid accelerant. It is denied that the Plaintiffs had any involvement and/or knowledge of the fire.

22. Paragraph 22 is denied. After reasonable investigation, the Plaintiffs are without sufficient knowledge or

information to determine what the conclusions and opinions of the Fire Marshal are.

23. Paragraph 23 is admitted.

24. Paragraph 24 is admitted in part and denied in part. It is admitted that the Sworn Statement and Proof of Loss marked Exhibit "J" was provided by the Plaintiffs. It is denied that it was given in any way to explain or defend any findings or conclusions of the Pennsylvania State Police and/or Tsikalas Investigations.

25. Paragraph 25 is admitted.

26. Paragraph 26 is admitted in part and denied in part. It is admitted that the Defendant has never rescinded its denial of coverage. It is denied that the Plaintiffs have failed to provide sufficient and satisfactory explanation of the origin of the fire in that the Plaintiffs have maintained all along that the fire was an arson caused by a third party in which they have no knowledge or involvement of the specific acts of the arson.

27. Paragraph 27 is a conclusion to which no answer is required.

28. Paragraph 28 is admitted.

29. Paragraph 29 is denied in that it is a conclusion of law. To the extent that an answer is required, Plaintiffs had provided to the Defendant Releases to obtain information which was required under the policy. This information was not completely obtained by the Defendant until August 29, 2000. The Plaintiffs were also advised by letter of counsel for the Defendant, dated December 15, 2000, that a final decision on accepting or denying the claim could not be made due to the

continuing investigation by the Pennsylvania State Police. The additional information was requested at the deposition held on July 11, 2000.

30. Paragraph 30 is admitted.

31. Paragraph 31 is admitted.

32. Paragraph 32 is admitted.

33. Paragraph 33 is denied. The Plaintiff, Larry J. Green, did not start or accelerate the fire which caused the ensuing loss nor does he have any indirect involvement with the starting of the fire.

34. Paragraph 34 is denied. The Plaintiff, Larry J. Green, did not intentionally cause the loss or direct the causing of the loss.

WHEREFORE, Plaintiffs, Larry J. Green and Cathy A. Green, request the relief as set forth in their Complaint.

Respectfully submitted this 12 day of March, 2001.

Chris A. Pentz
Attorney for Plaintiffs

VERIFICATION

I, **LARRY J. GREEN**, verify that the statements made in this **REPLY** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

3/12/01
Date

Larry J. Green
Larry J. Green

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

LARRY J. GREEN and CATHY A. GREEN, Plaintiffs	*	
vs	*	No. 01-10-C.D.
FRIENDS COVE MUTUAL INSURANCE COMPANY, Defendant	*	

CERTIFICATE OF SERVICE

This is to certify that a Reply to New Matter was served upon:

Stephen Dugas, Esquire
Attorney for Defendant
P. O. Box 533
Hollidaysburg PA 16648-0533

Service was made from the U.S. Post Office, Clearfield PA 16830 by regular mail.

Service was made the 12th day of March, 2001.

Chris A. Pentz
Attorney for Plaintiff

Fold Here

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **NOTICE OF DEPOSITION- MIKE FITZPATRICK**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD THIS 23RD DAY OF MARCH, 2001.

Attorneys for Named Defendant

FILED

MAR 26 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
	Plaintiffs,	
vs.		No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		
	Defendants.	JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

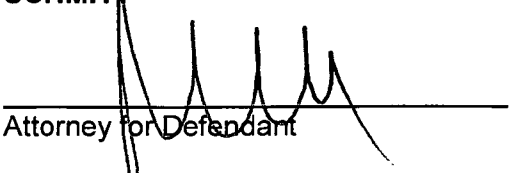
TO: Mike Fitzpatrick
P.O. Box 147
Woodland, PA 16881

Please take notice that the deposition of **Mike Fitzpatrick** shall be taken upon oral examination by an official Court Reporter at Attorney Chris Pentz, 211 ½ East Locust Street, Marino Building, P.O. Box 552, Clearfield, PA 16830, on the **10th** day of **May, 2001**, commencing at **12:00 p.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT



Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA I.D.#: 21351
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

Larry J. Green
Cathy A. Green
Plaintiff(s)
Vs. No. 2001-00010-CD
Friends Cove Mutual Insurance Co.
Defendant(s)

SUBPOENA TO ATTEND AND TESTIFY

TO: Mike Fitzpatrick, P.O. Box 147, Woodland, PA 16881

1. You are ordered by the Court to come to Attorney Chris Pentz's Office, 211 1/2 East Locust Street, Marino Building, P.O. Box 552, Clearfield
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on May 10, 2001 at 12:00 o'clock, P M., to testify on behalf of defendant in the above case, and to remain until excused.

2. And bring with you the following: _____

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: Stephen L. Dugas, Esquire
ADDRESS: P.O. Box 533
Hollidaysburg, PA 16648
TELEPHONE: 814/696-3581
SUPREME COURT ID # 21351

BY THE COURT:

Prothonotary/Clerk, Civil Division

~~Deputy~~

DATE: Thursday, March 22, 2001
Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

FILED

MAR 26 2001 2P

M 9:37 no cc

William A. Shaw
Prothonotary

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **NOTICE OF DEPOSITION- VIRGINIA HAYWARD**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD THIS 23RD DAY OF MARCH, 2001.

Attorneys for Named Defendant

FILED

MAR 26 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendants.	: JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

TO: Virginia Hayward
Box 126
Woodland, PA 16881

Please take notice that the deposition of **Virginia Hayward** shall be taken upon oral examination by an official Court Reporter at Attorney Chris Pentz, 211 ½ East Locust Street, Marino Building, P.O. Box 552, Clearfield, PA 16830, on the **10th** day of **May, 2001**, commencing at **12:30 p.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA I.D.#: 21351
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

Larry J. Green
Cathy A. Green
Plaintiff(s)
Vs. No. 2001-00010-CD
Friends Cove Mutual Insurance Co.
Defendant(s)

SUBPOENA TO ATTEND AND TESTIFY

TO: Virginia Hayward, Box 126, Woodland, PA 16881

1. You are ordered by the Court to come to Attorney Chris Pentz's Office, 211 1/2 East Locust Street, Marino Building, P.O. Box 552, Clearfield
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on May 10, 2001 at 12:30 o'clock, P M., to testify on behalf of defendant in the above case, and to remain until excused.

2. And bring with you the following: _____

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: Stephen L. Dugas, Esquire
ADDRESS: P.O. Box 533
Hollidaysburg, PA 16648
TELEPHONE: 814/696-3581
SUPREME COURT ID # 21351

BY THE COURT:

Prothonotary/Clerk, Civil Division

~~Deputy~~

DATE: Thursday, March 22, 2001
Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **NOTICE OF DEPOSITION- DEBBIE SMEAL**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD THIS 23RD DAY OF MARCH, 2001.

Attorneys for Named Defendant

FILED

MAR 26 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendants.	: JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

TO: Debbie Smeal
Spruce Street
Woodland, PA 16881

Please take notice that the deposition of **Debby Smeal** shall be taken upon oral examination by an official Court Reporter at Attorney Chris Pentz, 211 ½ East Locust Street, Marino Building, P.O. Box 552, Clearfield, PA 16830, on the **10th** day of **May, 2001**, commencing at **1:00 p.m.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA I.D.#: 21351
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

Larry J. Green
Cathy A. Green
Plaintiff(s)
Vs.
Friends Cove Mutual Insurance Co.
Defendant(s)

No. 2001-00010-CD

SUBPOENA TO ATTEND AND TESTIFY

TO: Debbie Smeal, Spruce Street, Woodland, PA 16881

1. You are ordered by the Court to come to Attorney Chris Pentz's Office, 211 1/2 Locust Street, Marino Building, P.O. Box 552, Clearfield
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on May 10, 2001 at 1:00 o'clock, P M., to testify on behalf of defendant in the above case, and to remain until excused.

2. And bring with you the following: _____

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: Stephen L. Dugas, Esquire
ADDRESS: P.O. Box 533
Hollidaysburg, PA 16648
TELEPHONE: 814/696-3581
SUPREME COURT ID # 21351

BY THE COURT:

Prothonotary/Clerk, Civil Division

~~Deputy~~

DATE: Thursday, March 22, 2001
Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

FILED
MAR 26 2001
m/9:37/no cc
William A. Shaw
Prothonotary

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **NOTICE OF DEPOSITION- TROOPER CARL MEDSGER**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD THIS 23RD DAY OF MARCH, 2001.

Attorneys for Named Defendant

FILED

MAR 26 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendants.	: JURY TRIAL DEMANDED

NOTICE OF DEPOSITION

TO: Comissioner
Pa State Police
1800 Elmerton Avenue
Harrisburg, PA 17120

Trooper Carl Medsger
PA State Police
P.O. Box 445
North Findley Street
Punxsutawney, PA 15767-0445

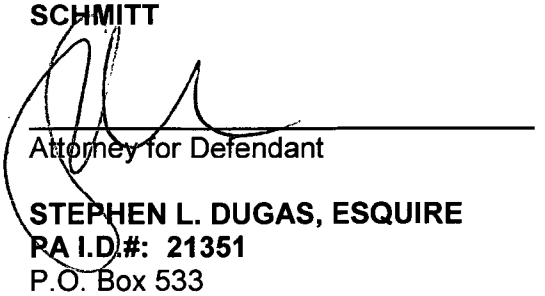
Please take notice that the deposition of **Trooper Carl Medsger** shall be taken upon oral examination by an official Court Reporter at Attorney Chris Pentz, 211 ½ East Locust Street, Marino Building, P.O. Box 552, Clearfield, PA 16830, on the **10th** day of **May, 2001**, commencing at **10:00 a.m.**

BRING WITH YOU THE FOLLOWING: Your complete original investigative file in connection with the fire occurring at plaintiffs' residence, P.O. Box 72, Woodland, Clearfield County, Pennsylvania, 16881, on or about July 30, 1999, PSP Incident No. C03-0609492.

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT



Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA I.D.#: 21351
P.O. Box 533
Hollidaysburg, PA 16648-0533
(814) 696-3581

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

Larry J. Green
Cathy A. Green
Plaintiff(s)
Vs.
Friends Cove Mutual Insurance Co.
Defendant(s)

No. 2001-00010-CD

SUBPOENA TO ATTEND AND TESTIFY

TO: Commissioner, PA State Police, 1800 Elmerton Avenue, Harrisburg, PA 17120
Trooper Carl Medsger, PA State Police, P.O. Box 445, North Findley Street, Punxsutawney, PA 15767-0445

1. You are ordered by the Court to come to Attorney Chris Pentz's Office, 211 1/2 East Locust Street, Marino Building, P.O. Box 554, Clearfield,
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on May 10, 2001 at 10:00 o'clock, A M., to testify on behalf of defendant in the above case, and to remain until excused.

2. And bring with you the following: your complete original investigative file in connection with the fire occurring at plaintiffs' residence, P.O. Box 72, Woodland, Clearfield County, Pennsylvania, 16881, on or about July 30, 1999, PSP Incident No. C03-0609492.

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: Stephen L. Dugas, Esquire
ADDRESS: P.O. Box 533
Hollidaysburg, PA 16648
TELEPHONE: 814/696-3581
SUPREME COURT ID # 21351

BY THE COURT:

Prothonotary/Clerk, Civil Division

~~Deputy~~

DATE: Thursday, March 22, 2001
Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

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

LARRY J. GREEN and CATHY A. GREEN,		No. 01-10-CD
	Plaintiffs,	JURY TRIAL DEMANDED
vs.		
FRIENDS COVE MUTUAL INSURANCE COMPANY,		TYPE OF PLEADING: **REQUEST FOR ADMISSIONS**
	Defendant.	FILED ON BEHALF OF DEFENDANT:
		COUNSEL OF RECORD FOR THE NAMED PARTY:
		PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

FILED
JUL 19 2001
William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendant.	: JURY TRIAL DEMANDED

REQUEST FOR ADMISSIONS DIRECTED TO PLAINTIFFS DATED JULY 18, 2001

To: Larry J. Green and Cathy A. Green
C/o Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

NOW comes Defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY, by and through its attorneys, PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT, and makes the following Request for Admissions pursuant to Pa. Rules of Civil Procedure Rule 4014, whereof the following is a statement.

You are hereby required to admit, pursuant to the Pennsylvania Rules of Civil Procedure, for the purpose of the above-captioned action, the following:

If your response to any Request for Admissions contained herein is other than an unqualified admission, please answer the following Interrogatory for each such response:

(1) All facts which you contend support your refusal to unqualifiedly admit the Request;

(2) For each such fact listed in response to subsection (1) above, identify all documents, notes, reports, memoranda, statements, photographs or any other tangible or intangible thing which supports your refusal to unqualifiedly admit the Request. This identification should be sufficient to identify the items listed in a

Request for Production; and

(3) The name, address, including consultants and/or experts, purporting to have any knowledge of factual data upon which you base your refusal to make an unqualified admission to the Request. The purpose of this Interrogatory is to have you reveal everything presently known by you to respond to the Request with an unqualified admission.

Do you admit:

1. On July 30, 1999, plaintiffs were insured under Policy Number 00043069HO, issued by Defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY.

2. The document identified as "Exhibit A" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of the policy of insurance referred to hereinabove.

3. The document identified as "Exhibit B" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of the Declarations Page forming a part of the insurance policy referred to hereinabove.

4. The plaintiffs and defendant entered into a Non-waiver Agreement on August 6, 1999.

5. The document identified as "Exhibit C" and attached to Defendant's Answer and New Matter is a true, correct and complete copy of the Non-waiver Agreement referred to hereinabove.

6. The plaintiffs received the original letter dated August 19, 1999, a true, correct and complete copy of which is identified as "Exhibit E" and attached to Defendant's Answer and New Matter.

7. Plaintiffs received the original of the letter dated September 30,1999, a true, correct and complete copy of which is identified as "Exhibit F" and attached to the Defendant's Answer and New Matter.

8. On or prior to October 29, 1999, plaintiffs retained Chris A. Pentz, Esquire to represent their interests in connection with the fire occurring on July 30, 1999, and the claim against the aforesaid insurance policy arising therefrom.

9. The document identified as "Exhibit G" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of a letter authored by the said Chris A. Pentz, Esquire to defendants.

10. Plaintiffs' counsel received the original of the letter dated December 22, 1999, a true, correct and complete copy of which is identified as "Exhibit H" and attached to Defendant's Answer and New Matter.

11. Plaintiffs received the original of letter dated February 8, 2000, a true, correct and complete copy of which is identified as "Exhibit I" and attached to Defendant's Answer and New Matter.

12. Counsel for plaintiffs wrote a letter to defendant dated February 11, 2000, a true, correct and complete copy of which is attached hereto marked as "Exhibit J".

13. Counsel for defendant wrote a letter to counsel for plaintiffs dated March 9, 2000, which was received by counsel for plaintiffs on March 11, 2000, a true, correct and complete copy of which is attached hereto marked as "Exhibit K".

14. On May 25, 2000, counsel for plaintiffs wrote to counsel for defendant and a true, correct and complete copy of said letter is attached hereto marked "Exhibit L".

15. On June 13, 2000, counsel for defendant wrote to counsel for plaintiffs and a true, correct and complete copy of said letter is attached hereto marked "Exhibit M" and made a part hereof.

16. Plaintiff, Larry Green, appeared for and provided a Statement Under Oath on July 11, 2000.

17. Document marked "Exhibit N" and attached hereto, is a true, correct and complete copy of the transcript of the Statement Under Oath provided by plaintiff, Larry Green on July 11, 2000.

18. Plaintiff, Cathy Green, appeared for and provided a Statement Under Oath on July 11, 2000.

19. Document marked "Exhibit O" and attached hereto, is a true, correct and complete copy of the transcript of the Statement Under Oath provided by plaintiff, Cathy Green on July 11, 2000.

20. On July 14, 2000, counsel for defendant wrote to counsel for plaintiffs and a true, correct and complete copy of said letter is attached hereto marked "Exhibit P".

Pfaff, McIntyre, Dugas, Hartye & Schmitt

Attorneys for Defendant

Stephen L. Dugas, Esquire
PA I.D. No. 21351
Post Office Box 533
Hollidaysburg, PA 16648
Ph: 814-696-3581

To the within named parties:
Larry J. Green and Cathy A. Green

You are hereby requested to plead to the enclosed **Request for Admissions** within thirty (30) days from service hereof or a default judgment may be entered against you.

Attorneys for Defendant

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

February 11, 2000

Mr. Roger Foor
Friends Cove Mutual Insurance Co.
P. O. Box 646
Bedford PA 15522-0646

Re: **Larry and Kathy Green/Claim # 99-0339**

Dear Mr. Foor:

This is in response to your letter of February 8, 2000. Your letter indicates that the loss arose directly out of acts or series of acts committed by or at the direction of an insured. I would request that you provide me with the specifics as to this allegation. I would particularly like to know the following:

1. The individuals who committed the arson.
2. The means by which the arson was committed.
3. The person or persons who directed or acted with the person or persons committing the arson.

I would also request that you provide me with any information you have received from the several fire marshals' and Jim Tsikalas' investigations to which you refer in your letter.

Sincerely,

Chris A. Pentz

CAP/jms
cc: Mr. and Mrs. Larry Green

EXHIBIT
"J"

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT
P. O. BOX 533
HOLLIDAYSBURG, PA 16648-0533

(814) 696-3581
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ROBERT J. PFAFF
JOHN L. McINTYRE
STEPHEN L. DUGAS
FRANK J. HARTYE
LOUIS C. SCHMITT, JR.
HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI
JOSEPH W. CAVRICH

March 9, 2000

Our Reference: #7947 OH

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

Re: Larry and Cathy Green vs. Friends Cove Mutual Insurance Company

Dear Mr. Pentz:

This letter is being supplied to you on behalf of Friends Cove Mutual Insurance Company relative to the above-referenced loss, in which you have undertaken to represent the insureds. Unless you advise to the contrary, all communication and correspondence on this matter will be directed to you, assuming that you will then convey its contents appropriately to your clients. To that end, please be advised that as part of the investigation into this matter, which is continuing, the Friends Cove Mutual Insurance Company hereby requests that your clients provide, within the next sixty days, a duly executed Sworn Statement in Proof of Loss, which sets forth, to the best of their knowledge and belief:

(1) the time and cause of loss;

(2) the interest of the insureds and all others in the property involved, and all liens on the property;

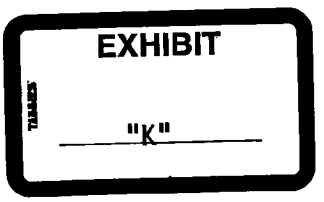
(3) other insurance which may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of damaged buildings and detailed repair estimates;

(6) an inventory of damaged personal property;

(7) receipts for additional living expenses incurred.



With respect to the inventory of damaged personal property, please make sure that it sets forth the quantity, description, actual cash value, and amount of loss, and attach all bills, receipts or related documents that justify the figures in the inventory.

For your convenience and that of your clients, I am enclosing herewith both a blank "Sworn Statement and Proof of Loss" and "Inventory Sheet" which will enable your clients to comply with these requests. Of course, by submitting these forms to you at this time, Friends Cove Mutual Insurance Company is not accepting any part of this claim as compensable under the insurance policy at issue, nor should you infer from the submission of these blank forms that the any part of the claim will be accepted. These forms are merely supplied for your convenience and that of your clients, to enable you to comply with the policy provisions requiring submission of these items to the Company.

In addition, the Friends Cove Mutual Insurance Company is also requesting that your clients submit to Examinations Under Oath while not in the presence of any other "insured," as required by the policy at issue, and to provide the following records or documents, and permit photocopies to be made thereof:

(1) copies of any and all other insurance policies covering any aspect of this los or any documents pertinent to the existence of any additional insurance coverin any aspect of this loss;

(2) copies of your personal income tax returns for the years 1996, 1997, 1998, and 1999, or if not filed, all W-2 forms, 1099s, pay stubs, or other indicia of income during the calendar year 1999, and to and through the present time;

(3) copies of documents, including cancelled checks, check stubs, letters or forms documenting all non-taxable income received by or on behalf of any "insured" commencing with January 1, 1997, to and through the present time;

(4) copies of your monthly bank statements, cancelled checks, ledgers or stubs used for recording checks or other working financial records which you kept, or were kept on your behalf, for the period commencing January 1, 1999 to and through the present;

(5) copies of any books of account or ledgers kept on behalf of any business in which you were an owner or part owner during the period commencing January 1, 1997 through the present, plus cancelled checks, copies of monthly bank statements and tax returns filed on behalf of any such business for the same period;

(6) copies of any promissory notes, including mortgage notes to which there was an outstanding balance at the time of this loss, which were given, endorsed, or guaranteed by any insured or any business in which any insured was an owner or part owner during the period commencing January 1, 1997 to and through the present time;

(7) any and all estimates or repair bills for expenses incurred as a result of the subject loss, or which were obtained for repair damage attributed to the subject loss;

(8) any photographs or videotapes which depict the structure damaged in the referenced fire loss both before and after the loss occurred;

(9) the original or photostatic copies of all loan papers, deeds, or other indicia o ownership and occupancy in the involved premises from the time you purchasec it until the time of the loss, including the mortgage, the mortgage note, agreements of sale, real estate listing agreements, leases, or subleases;

(10) any documentation reflecting prior insurance claims of any kind or nature whatsoever, except claims for benefits under health insurance policies;

(11) originals or copies of all documents indicating any loans outstanding from any source whatsoever to either insured, or any business, partnership, or individual proprietorship owned or operated in any way by either insured at the time of the loss;

(12) any documents reflecting the existence of any credit cards in the name of any insured at the time of the loss, or within the twelve months preceding the time of the loss, such as copies of monthly statements, receipts, or the actual credit cards;

(13) any documents whatsoever reflecting the activity of any insured on the date of the loss, including restaurant receipts, personal calendars, time sheets or punch cards from employment, and specifically including the originals or copies of all bills for telephone service provided to, or in the name of, any insured, including home telephones, mobile, car, or cellular phone service and/or pagers;

(14) any other documents which any insured believes to be relevant to the claim.

Transmission of as many of the documents listed above to me as soon as possible prior to conducting the examinations under oath will be of great assistance to all parties in expediting the amount of time required for conducting the examinations. I have no way of predicting how long these examinations under oath will take, and if additional time is needed to complete the examinations, rescheduling will be accomplished at the completion of the first day's examinations. Please contact me at your earliest convenience so that we may schedule a mutually convenient time, date, and place for these examinations.

Once again, please understand that by requesting compliance with these policy provisions, the Friends Cove Mutual Insurance Company is not making any representation, nor should you construe the same as an admission of liability on the part of the Company. No action previously taken by the Company, or anyone acting on its behalf relating to the investigation into this loss and claim, or the value thereof, shall be construed as an admission of liability on the part of the Company. To the contrary, the Company hereby continues to reserve each and every right afforded to it under and pursuant to the contract of insurance upon which

claim has been made, and it has, and shall continue to conduct its investigation subject to this reservation of all rights. No waiver of any term or condition of the contract of insurance at issue is implied by any act or statement heretofore or hereafter made by the Company or any of its representatives, unless a specific waiver is communicated to you, in writing, through this office.

I will look forward to hearing back from you, with respect to all of the above matters, and thank you for your anticipated cooperation.

Very truly yours,

Stephen L. Dugas

SLD:atd
Enclosures

cc: Roger Foor, Friends Cove Mutual Insurance Company
[Claim No.: 99-0339]

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 1683-

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

May 25, 2000

Stephen L. Dugas, Esquire
P. O. Box 533
Holidaysburg PA 16648-0533

Re: **Larry and Cathy Green vs Friends Cove Mutual Insurance**

Dear Attorney Dugas:

Enclosed are the following:

1. Sworn statement in proof of loss
2. Policy Declaration page
3. Doug Bell Builders proposal
4. Inventory total page
5. Personal property inventory
6. 1996, 1997 and 1999 Tax Returns (1998 return destroyed in fire)

Please note the following responses to 1 through 14 of your letter of March 9, 2000:

1. None
2. See above
3. None
4. For the period 01/01/99 to 06/01/99, destroyed in fire
5. None
6. See #3 of sworn statement
7. See above
8. Pictures before - destroyed
   Pictures after - available for inspection
9. All of record/Owners records destroyed
10. All prior claims with Friends Cove Mutual Insurance Company
11. See # 6 prior
12. None
13. See enclosed check

EXHIBIT
"L"

14. None

Should you need anything further, please advise.

Sincerely,

Chris A. Pentz

CAP/jms
Enclosures

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT
P. O. BOX 533
HOLLIDAYSBURG, PA 16648-0533

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LOUIS C. SCHMITT, JR.
HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI

June 13, 2000

Our Reference: #7947 OH

VIA CERTIFIED MAIL AND REGULAR MAIL

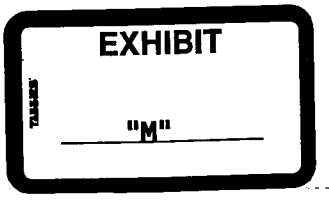
Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

Re: Larry and Cathy Green vs. Friends Cove Mutual Insurance Company

Dear Mr. Pentz:

This will acknowledge receipt of yours of May 25, 2000, with enclosures, including Sworn Statement and Proof of Loss. The purpose of this letter is to inform you that Friends Cove Mutual Insurance Company is accepting the Sworn Statement and Proof of Loss in compliance with the policy conditions concerning the filing of same. However, the acceptance or retention of the Proof, and supporting documentation supplied in conjunction therewith, is not, nor are you to construe it as a waiver of any defects which may contain, nor an admission or denial of any liability under the policy of insurance. Friends Cove Mutual Insurance Company reserves the right to make objections at a later date. Furthermore, Friends Cove Mutual Insurance Company expressly continues to reserve all of its rights under the terms and conditions of the contract of insurance at issue, and will require full compliance with all policy provisions in the presentation of all claims or the determination of actual cash value or loss and damage of and to any insured property. In addition, we are reiterating the initial request set forth in my letter of March 9, 2000 that the insureds appear for separate examinations under oath, as set forth in the Insurance Policy. I will be happy to conduct the examinations under oath at your office at a mutually convenient time and date. To that end, I would request that you call and let me know when you and your clients will be available. I would suggest that you allow an entire day for us to complete the examinations, as I have no way of predicting how long each examination under oath will take. If additional time is required, we can make arrangements to reschedule at the completion of the first day's examinations.

Again, the Friends Cove Mutual Insurance Company makes no representation, nor should you construe anything in this letter as an admission of liability on the part of the Company. No action previously taken by the Company, or anyone acting on its behalf relating to the investigation of this loss and claim, or the value thereof, should be construed as an admission of liability. To the contrary, the Company continues to reserve each and every right afforded to it under the contract of insurance upon which claim has been made, and shall



continue to conduct its investigation subject to this reservation of rights. No waiver of any term or condition of the insurance contract is implied by any act or statement heretofore or hereafter made by the Company or any of its representatives, unless a specific waiver is communicated to you, in writing, to this office.

I look forward to hearing from you, and arranging for the examinations under oath.

Thank you.

Very truly yours,

Stephen L. Dugas

SLD:atd

cc: Roger Foor, Friends Cove Mutual Insurance Company
[Claim No.: 99-0339]

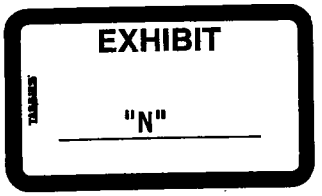
STATEMENT UNDER OATH

OF

LARRY GREEN

Taken on behalf of Friends Cove Mutual Insurance Company, taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 11:25 a.m.

Any reproduction of this transcript is prohibited without authorization by the certifying agency.



A P P E A R A N C E S

STEPHEN DUGAS, ESQUIRE
Pfaff, McIntyre, Dugas & Hartye
P.O. Box 533
Hollidaysburg, PA 16648
COUNSEL FOR INSURANCE COMPANY

CHRIS PENTZ, ESQUIRE
211 1/2 East Locust Street
Clearfield, PA 16830
COUNSEL FOR DEPONENT

I N D E X

WITNESS: LARRY GREEN
EXAMINATION
By Attorney Dugas 6 - 90
DISCUSSION AMONG PARTIES 90 - 92
CERTIFICATE 94

EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED
*One	Document	15

* NOT ATTACHED

OBJECTION PAGE

ATTORNEY	PAGE

NONE MADE

PROCEEDINGS

LARRY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. First thing, state your name please.

A. Larry J. Green.

Q. Mr. Green, as I've just told you, my name is Steve Dugas, I'm a lawyer. I've been retained by the Friends Cove Mutual Insurance Company to conduct what's known as an examination under oath. Basically, it's where I ask you questions and you answer those questions under oath. Everything is being taken down by this young lady who is a court reporter, And to make sure things go smoothly and that the things that are said here today are accurately reported and later typed up into the transcript a

couple of instructions or ground rules. First of all, if at any time you don't hear what I say or you don't understand the question I ask, you let me know and I will repeat it, have the court reporter read it back, or I'll try to phrase in a different way. If you do answer any one of my questions, I'm going to assume that you've heard it and that you've understood it and I'm also going to assume that the answer you've given is truthful, because you are under oath. Let me finish my question before you start your answer. When you do answer, please use words and not just the gesture or a shake of the head or something of that nature and try to avoid saying uh-uh when you mean no and uh-huh when you mean yes because sometimes if you put the emphasis on the wrong syllable between the time it leaves your mouth to the time it winds up on the transcript could

change your answer completely, so let's avoid that problem.

Now, your lawyer, Mr. Pentz, is here and you certainly have the right to consult with him at any time and he has the right to participate, if necessary. I want you to understand that the questions I am going to ask you are designed to provide me with information that is basically designed to assist the insurance company in processing and handling your claim. So I guess what it boils down to is you can't refuse to give an answer. You can say I don't know and you can tell me you don't recollect the answer to the question and that's okay as long as it's true. But you can't avoid giving an answer by claiming you don't remember if, in fact, you do because that's basically lying under oath. Now, those are the ground rules that we'll be using. Do you have any questions about it?

A. No.

Q. Good. First thing I want to do is show you some documents that Mr. Pentz provided and those were in response to a letter that I had sent, I think initially, let me make sure here, to him on March 9th, 2000. And what I want you to do, in the presence of your attorney, is go over this series of documents which is basically supplied with Mr. Pentz's letter of May 25, 2000. And I want you to make sure that all the information set forth on his letter and all the documents contained were, in fact, compiled and sent to me in response to that letter that I sent to him on March 9th, 2000.

WITNESS REVIEWS DOCUMENTS

BY ATTORNEY DUGAS:

Q. You just examined all the documents that accompany Mr. Pentz's May 25, 2000 letter. So now that you're familiar with the contents, I must ask you this, are the things

that are supplied in this series of documents, things that you've provided to Mr. Pentz, to respond to --- I earlier requested for documentation?
A. Yes.
Q Let me turn to the first document past the letter. It's a sworn statement and proof of loss. Of those two signatures, Larry J. Green is one of them. Did you sign that?
A. Yes, sir, I did.
Q. Is the information contained on that proof of loss information that you supplied?
A. To the best of my ability.
Q. And do you recognize the signature below yours on that document?
A. Yes.
Q. Whose is that?
A. That's my wife's name.
Q. The next document is a copy of what we call a declarations page,

referring to policy 00043069HO, Friends Cove Mutual Insurance Company. I understand that to be the policy of insurance in effect as of the time of this particular fire. Did you have any other insurance on the structure, on the contents or on the property located at P.O. Box 72, Widman (phonetic), PA at that time?
A. No.
Q. This was the only policy?
A. Yes, sir.
Q. Proposal for Doug Bell Builders is the next document. Did you obtain that from Mr. Bell or one of his employees to represent the replacement cost for the structure that was damaged in this fire?
A. From Doug Bell himself.
Q. And then there's a series of, and I didn't count them but quite a few pages of inventory forms containing a list of personal property. Is this your handwriting on these?

A. That's my wife's.
Q. Do you know how she came to compile this list? Did she have any other source, any other documents that she referred to?
A. The only thing we had was like we went to the store and got prices on them.
Q. Okay. Now, how did she come up with each item, was it by recollection, was it by reference to something, a picture, a photograph, cancelled check, something of that nature to help recall what particular piece of property may have been in what particular room of the structure?
A. Just recollection.
Q. And would that also be true in terms of the date of acquisition or purchase and the method of payment for each of those items?
A. Yes, sir, of what we thought was the date and the prices.
Q. Did you assist her in

compiling this personal property inventory schedule?
A. Yes.
Q. Did anyone else besides you and your wife participate in the preparation of this inventory schedule?
A. No.
Q. Was there any personal property or contents of the structure involved in this fire that was either damaged or destroyed as a result of the fire, or any that you saved or salvaged out?
A. No, everything got destroyed.
Q. And we have a series of tax returns, I believe, for '96, '97, and '99, yes, and then '98 return destroyed in the fire as represented by Mr. Pentz's letter. Where were you able to obtain the '96, '97, and '99 returns ---?
A. At H & R Block.
Q. What about the '98 return? Wasn't that done at H & R Block?

A. No.
Q. Do you know where that was done?
A. My aunt done that.
Q. She does not have a copy?
A. No.
Q. What I'm about to do is have the court reporter just mark this entire package as an exhibit to the examination under oath. Let her do that now.

(Exhibit Number One marked for identification.)

BY ATTORNEY DUGAS:

Q. Let me ask you some questions of a general nature now, sir, and we'll see what we come up with. So I am clear there was no other insurance on any of the property including the structure or its contents at the time of this, besides the Friends Cove Insurance?
A. That's all that we had.
Q. Do you know how long you had

been insured by Friends Cove prior to the fire?
A. To my knowledge it was about eight, nine years.
Q. Have you ever turned in any other claims for insurance proceeds for damage to property, not bodily injury, but damage to property, besides this one?
A. Just when the roof leaked, the ceiling and everything was coming down in the one bedroom there.
Q. And was that while it was insured by Friends Cove?
A. Yes.
Q. Did you file tax returns in 1998?
A. Yes.
Q. And that would be state and federal and local?
A. Yes.
Q. Other than the income from employment reflected on your tax returns for '96, '97 and '99, was there any other income of any nature

in your household during those same years, any, I don't know, you name it, interest, dividends from stocks or bonds, whatever, any kind of income whatsoever, public assistance, anything of that nature?
A. No.
Q. And in 1998 was all the income of any nature, taxable income, set forth on your tax return that you filed?
A. That's all we had just ---.
Q. During the calendar year January 1, 1999 right up through the date of this loss which was July 30th, did you have checking, savings or any other accounts in any banks with your name, either individually or with anybody else in existence?
A. No, just my wife and me.
Q. There was attached a cancelled --- apparently a cancelled check on an account in the name of Larry J. Green and Cathy A. Green, CSB Bank. Is this cancelled check drawn on an

account that was in existence at the time of this fire?
A. Yes.
Q. Is a joint checking account --- did you have any other accounts of any nature at any banks, checking, savings or, you name it, --- certificates of deposit, anything else, other than this one checking account?
A. No.
Q. Did you have any interest in any business or self-employment from January 1, '97 to the day this fire occurred?
A. No.
Q. Did you owe anybody or any institution money on the day this fire occurred? And I know that you owed Beneficial Mortgage Company money on the mortgage, as that's set forth on your sworn statement and proof of loss. Other than that, did you have any loans outstanding, personal, business or otherwise with

any bank, financial institution, person or any other type of entity?
A. That I'd recollect there would be another personal loan with Beneficial and to my credit union in State College where I used to belong to.
Q. Okay. Now, the mortgage with Beneficial, the monthly payment on that was how much?
A. If I'm not mistaken it was like $299 a month.
Q. And was that paid up current at the time this fire occurred?
A. To my best ability, yes.
Q. With the best of your recollection?
A. Yes.
Q. Personal loan at Beneficial Financial you mentioned. Do you recall how much per month that was?
A. Not right offhand, no.
Q. Do you recall what the purpose of the borrowing was?
A. To pay off other small loans

we had.
Q. Do you remember when you took out that loan with Beneficial?
A. No, I don't.
Q. Do you remember whether it was paid current at the time of the fire?
A. That I couldn't really tell you. My wife takes care of the bills.
Q. Okay. We'll ask her. And you mentioned a credit union?
A. Yes.
Q. What was the name of the credit union?
A. Oh, my. I couldn't really tell you right offhand.
Q. How did it come to be that you were a member of the credit union? Was it through employment or through some association or affiliation you had with some other group?
A. Through employment.
Q. And what employment was it that you were in at the time?

A. Murata Electronics, State College.
Q. Do you remember what your monthly payments to the credit union were, on that loan?
A. It varied.
Q. It varied based on what?
A. The balance.
Q. Do you remember what the monthly payment had been during the month prior to the fire?
A. $145 I think it was.
Q. Now, let me ask you this. Let's go back to the mortgage with Beneficial. Do you remember what the balance was as to the date of the fire?
A. No, not at that time.
Q. Do you remember how much you had originally borrowed from them?
A. It was like $17,000.
Q. And was that used to purchase this property?
A. Yes. That and to pay off some loans.

Q. How about the personal loan, I guess it was a debt consolidation type loan at Beneficial, do you know first of all, the amount that you borrowed originally?
A. I couldn't really remember right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Credit union --- do you remember how much you originally borrowed?
A. No, not right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Other than those three loans that we just talked about, the mortgage loan, the personal loan at Beneficial and the loan at the credit union, are there any other loans that were outstanding at the time of this fire?
A. Sears. We had a bill at

Sears.
Q. And that would be like a revolving charge account or was that a one-time purchase or ---?
A. One-time purchase.
Q. Okay. And what was the purchase?
A. When they need tires for vehicles and tools.
Q. Tires and tools?
A. Yeah.
Q. And do remember how much the original account was or how much the payoff was at the time of the fire?
A. No.
Q. Any other loans of any nature that you can think of at the time that you were obligated under?
A. Not that I remember.
Q. And you've already given me this Doug Bell repair estimate. Did you get any estimates with any other contractors with respect to repair, replacement or anything else --- to the structure as a result of this

fire or is this the only one?
A. That's the only one.
Q. Was there any photographs or videotapes that would have shown your house or the contents prior to the fire that you were able to locate at our request?
A. No.
Q. We did ask you to produce copies of the papers, of the loan papers and whatnot or your deed or what have you. I assume that you didn't have any of those.
A. No.
Q. Have you ever listed this property for sale at any time prior to the fire, from the time you first bought it?
A. No.
Q. Now, credit cards. Did you have any open credit cards at the time of this fire?
A. No.
Q. Had you had any credit cards within the three years prior to this

fire that either you closed out or was closed out by the card company?
A. No.
Q. Did you have any money set aside in any kind of account or certificate of deposit or stocks or bonds or anything else at the time of this fire, other than the money that you had in your joint checking account with your wife?
A. No.
Q. How about in a pension plan or anything like that, did you have?
A. No.
Q. Were you employed on the day of this fire?
A. No.
Q. Now, let me make sure I understand, other than the house contents where the fire occurred, the real estate and the checking account, and excluding automobiles, did you have any other personal assets of any nature at the time this fire occurred?

A. No.
Q. I was asking you about your employment. I'm sorry. Did you say you were employed?
A. No.
Q. When was the last time you had held down a paying job before the fire?
A. '98.
Q. Who did you work for then?
A. Clearfield Powdered Metals.
Q. Clearfield Powdered Metals?
A. Yes.
Q. What did you do for them?
A. Took materials off presses.
Q. Basically assembly line work?
A. Yes.
Q. How long had you worked for them?
A. Three years.
Q. Before that who did you work for?
A. Murata Electronics.
Q. How long did you work for Murata?

A. Six years.
Q. What did you do for them?
A. I was a --- maintenance.
Q. How far did you go in school, by the way?
A. I graduated high ---.
Q. High school?
A. Yes.
Q. You can read and write and understand English?
A. Yes.
Q. What was your reason your employment with Murata Electronics ended?
A. I got hurt there and I got fired.
Q. What was the nature of your injury?
A. Back.
Q. Did you receive Workers' Compensation?
A. No.
Q. Why not?
A. Because I didn't miss a days work over it.

Q. So you hurt your back but you didn't miss a day of work. How did it come about that you got fired?
A. That's a good question.
Q. That's why I ask.
A. I don't know.
Q. How were you told that you were fired, were you called in by the boss or were you sent a letter or somebody stuck a note on your locker or what --- how did you learn about that?
A. I was called in the office.
Q. Okay. And who did you talk to, if you remember?
A. Diana Franice (phonetic) and Mike White.
Q. And what did they tell you?
A. They had to let me go because they filmed me and they sent me home that day.
Q. They filmed you?
A. Yes.
Q. What do you mean filmed you, filmed you doing what?

A. When I got hurt they sent me home and I picked my granddaughter up, which was a year and a half old, they filmed me and that's what they used against me.
Q. Had you turned in a claim for Workers' Comp?
A. I reported it and they took the information down.
Q. See, I do Workers' Comp. So I'm real familiar with how things work there. Did you report your back injury the day it happened at Murata Electronics?
A. Yes.
Q. Was it that very day that you picked up your daughter (sic) and was filmed doing it?
A. No.
Q. Did you continue to work after reporting your injury with Murata Electronics?
A. Yes.
Q. Doing your same job?
A. Yes.

Q. Without any limitations or restrictions?
A. I couldn't do too much lifting.
Q. When were you filmed picking up your granddaughter with relationship to the date the injury occurred?
A. The day they told me to go home, before I went home I had to go see the nurse and sent me to the company doctor. He shot cortisone in my back. I come back to work and they told me I wasn't no good to them that day so go ahead and go home, so I did.
Q. But that doesn't tell me that --- what my question is was it the next day or was it a week later, was it a month later, was it five years later?
A. It was a couple days later.
Q. So the company doctor injected you with cortisone, sent you home and that was the day you picked up

your daughter and was filmed doing it --- granddaughter?
A. The supervisor told me to go home, yes.
Q. Did you ever do anything to contest your firing or to pursue a Workers' Compensation claim after that?
A. Yes.
Q. Okay. What did you do?
A. I went in without a lawyer and I lost.
Q. Was this a Workers' Compensation Judge that you went before or was it some other kind of legal proceeding you were involved in?
A. It was under a Workers' Compensation.
Q. During what period of time were you employed by Murata, you said six years, what years was that?
A. I think it was '90 to '96.
Q. Now, in 1996, my recollection that the Workers' Compensation Judge

that would have handled anything --- you're in Woodland, that's Clearfield County; isn't it?
A. Yes.
Q. Mikesell, was that the name of the Judge?
A. Yes.
Q. So you filed a claim, it went to Judge Mikesell, you didn't have a lawyer and he found --- you lost?
A. Right.
Q. Did you ever appeal that decision?
A. No. Could I talk to my attorney for a second?
Q. Sure.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. On the record and, again, let me just tell you, Mr. Green, that I'm here to get information, if at some point you either recall information in response to an earlier question that you didn't initially recall or you recall that

what you said or you realized that what you said in a response to another question is incorrect or incomplete, please feel free to volunteer information that will either complete or correct a prior answer, all right? I understand that you may have had an attorney representing you at this Workers' Comp claim?
A. Yes.
Q. Who was that?
A. She was from Pittsburgh. Alex was the only thing I can think of in her name. I don't know her full name.
Q. Alex?
A. Yes.
ATTORNEY PENTZ:
Is she with a law firm?
BY ATTORNEY DUGAS:
Q. Is somebody else's name on the firm?
A. All I know is her name is Alex.

Q. And you also filed an Unemployment Compensation claim?
A. Yes.
Q. How did that turn out?
A. That's when I had a hearing in there for unemployment and that's when they showed the film that I was picking up my granddaughter. And I didn't have an attorney at that time and I lost. I had to give the money back.
Q. So basically, when you lost your job with Murata Electronics, after that you had no Workers' Compensation, and actually no Unemployment Compensation. Did you have any other types of benefit resulting from your employment with Murata after you were fired, any type of severance pay or a short-term or long-term disability insurance benefit, anything of that nature?
A. Just the 401K retirement.
Q. Then they paid that to you in

a lump sum or ---?
A. Yes.
Q. All right. How much was that; do you remember?
A. $15,000.
Q. Did you roll that over into some other retirement account or did you take the lump sum and use it for some other purpose?
A. We took the lump sum to remodel our house and everything.
Q. You say we, would that be you and your wife?
A. My wife and I.
Q. And how long a period of time was it between the end of your job at Murata and the beginning of your job at Clearfield Powdered Metals?
A. I think it was three years, a little over three years.
Q. I thought I heard you say you worked for Murata for six years, between 1990 and 1996. And then I heard you say that you were last employed with Clearfield Powdered

Metals sometime in 1998.
A. Right.
Q. So how long was it between the end of your job with Murata and the beginning of your job with Clearfield Powdered Metals?
A. Best I know is around three years, I might be wrong on the dates.
Q. So there's a period of three years where you didn't have a job?
A. Yes.
Q. You told me you worked three years for Clearfield Powdered Metals; is that right?
A. Yes.
Q. And then there was a three-year period before that that you didn't have any work for wages and then before that you worked for Murata for six years; is that correct?
A. To the best of my knowledge, yes.
Q. So maybe you will have to

adjust the years to reflect what you just told me.
A. Yes.
Q. Do you remember your last day of work at Clearfield Powdered Metals, or what month you were last employed?
A. It was in July of '98.
Q. And what was the reason your employment with them ceased?
A. I hurt my arm and I had to have an operation.
Q. What kind of treatment did you get for your back from the Murata Electronics back injury? Did you see a doctor regularly?
A. I saw a compensation doctor probably three times.
Q. Other than that, no other treatment?
A. That's it.
Q. You hurt your arm at Clearfield Powdered Metals, what was the nature of that injury?
A. My arm just started going numb

on me and I reported --- I dropped material and I reported it.
Q. Did you obtain medical treatment for that injury?
A. Yes.
Q. Did you go on Workers' Compensation as a result of that injury?
A. Would you repeat that please?
Q. Did you go on Workers' Compensation as a result of the injury at Clearfield Powdered Metals?
A. No.
Q. Did you apply for it?
A. Yes.
Q. What happened?
A. I went to the compensation doctor three times, he said there was nothing wrong with my arm. So I went to my supervisor and he said to go back to the compensation doctor. And I said, well, I went there three times, didn't do me any good so I go to my family doctor. So you go to

your family doctor and compensation don't have to pay you. So I never applied for compensation.
Q. Other than reporting the injury and having that discussion with your supervisor at work, did you ever pursue a claim for Workers' Compensation after that?
A. Yes, but the attorney said I could take it elsewhere, see what another attorney thought. He couldn't do nothing about it.
Q. Who'd you go see for that?
A. Thomas Morgan.
Q. How come you didn't go back to Alex who represented you in an earlier matter, or her firm?
A. Because she said when I filed for compensation last time, the next day we went to court over it. She said there was nothing she could do, there was nothing there, you know.
Q. Okay. I'm kind of confused. Did you take your Clearfield Powdered Metals arm injury to that

attorney Alex who represented you in the previous Workers' Comp claim?
A. No.
Q. You went to Mr. Morgan instead?
A. Right.
Q. He did not pursue it for you?
A. He did some information on it and sent me a letter saying he couldn't do nothing about it. I can take it to another attorney.
Q. And did you do that?
A. No.
Q. Did you have any kind of severance pay or long-term or short-term disability or any type of income replacement benefit after you last worked at Clearfield Powdered Metals?
A. Sick leave for 13-weeks.
Q. What about Unemployment Compensation?
A. None.
Q. And why was that?
A. I didn't go for the

compensation.
Q. Unemployment Compensation?
A. Unemployment.
Q. Just so we're clear, you didn't have Workers' Comp, you didn't obtain Unemployment Comp, all you got was 13-weeks of their sick leave?
A. Right.
Q. What about severance pay or like you had before, 401K distribution, anything like that?
A. I had 401K but I couldn't tell you exactly what I have in it.
Q. So you never took it out?
A. No.
Q. It's still there?
A. Right.
Q. So I asked you if you had any other assets before ---.
A. Oh, I ---.
Q. You didn't include ---.
A. From Murata is what I understood you asked me.
Q. No. Well, now I'm asking you

do you also believe you have something in a 401K resulting from your Clearfield Powdered Metals employment?
A. Yes, but I don't know how much is in there. I didn't understand the question before.
Q. Whatever was in there when you last worked though is still in there today, it wasn't taken out or rolled over into anything else, as far as you know?
A. No, I have it in shares in there.
Q. It's in the form of some type of stock?
A. Yes.
Q. Well, did you have any other income from employment from the time you last worked at Clearfield Powdered Metals up to the date this fire occurred?
A. No.
Q. What income was there in your household and what was the source of

it?
A. My wife's income.
Q. We'll ask her about that. The arm injury, do you know what you were diagnosed with having by any physician?
A. Yes. A herniated disc in my neck caused it.
Q. And who told you, you had a herniated disc in your neck?
A. Mary Lisko (phonetic) in Philipsburg, family doctor.
Q. Did you undergo any tests to determine whether you had a herniated disc, x-rays, MRIs, CT scan, myelogram, anything of that nature?
A. Yes.
Q. Where did those tests take place?
A. Centre Community Hospital.
Q. Who paid for those tests?
A. Insurance from work.
Q. The health insurance?
A. Yes.

Q. Did you continue to treat for that herniated disc with any other doctor besides Dr. Lisko?
A. Yes, Dr. William Welsh in Pittsburgh operated on it.
Q. Who paid for that operation?
A. Insurance, health insurance.
Q. When did he operate?
A. October 27th of '98.
Q. Did you continue to treat with him after the operation?
A. Yes.
Q. Do you continue to treat with any doctor presently for your neck?
A. Yes. Dr. Lisko and Dr. Welsh.
Q. When you left their employment with Clearfield Powdered Metals did you then pick up the health insurance and pay for it yourself?
A. No.
Q. Well, how did it come about that Clearfield Powdered Metals health insurance policy was covering your medical treatment? Or was it your wife's health insurance?

A. No, there's health insurance at work. When they paid me sick leave, my sick pay they took so much out of that.
Q. So during that 13-week period, they were taking money out of your sick pay to continue to pay your health insurance?
A. Right.
Q. When the 13-week sick leave ended did you continue with health insurance?
A. Yeah. To get sick leave again I had to go back to work for one to seven days, then I got another 13-weeks and that was it.
Q. So you got a total of 26 weeks because you went back to work in between the two 13-week periods?
A. Yes.
Q. How long did you work?
A. That I remember would have been two weeks.
Q. Then you went back on sick leave?

A. Right.
Q. Then when that sick leave ended did your health insurance end as well?
A. Yes.
Q. Who's paying for your medical treatments since the end of that health insurance?
A. Welfare is now.
Q. And I know it was your arm that you hurt, but what specifically caused your employment with Clearfield Powdered Metals to end? Was it that you couldn't come back to work?
A. Doctor told me I couldn't go back to work on account of my neck.
Q. So when you couldn't go back to that job on account of your neck they told you basically, you're done?
A. Well, I --- when I went back to work, this --- he released me to go back to work on light duty only.
Q. Now, who's he?

A. Dr. Welsh. And I worked --- I worked a couple months --- this was off and on. And I was in a car accident and broke my neck. This is why I'm not allowed to work right now.
Q. When did you have this car accident?
A. March 12th of '99.
Q. So in October of '98, Dr. Welsh operated on your neck for a herniated disc?
A. Yes.
Q. Then you went back to work for Clearfield Powdered Metals off and on ---?
A. Yes.
Q. --- in light duty?
A. Yes.
Q. Then on March 12th, '99, you had a car accident and broke your neck?
A. Yes.
Q. When was the last day you had actually worked for Powdered Metals

before that car accident?
A. I don't remember the date.
Q. Would it have been within two weeks or longer than two weeks?
A. It was the two weeks that I worked to get the sick pay and after that there I haven't been back to work since.
Q. Where is Clearfield Powdered Metals?
A. Industrial Park, Kerr Addition.
Q. Pardon?
A. In the Kerr Addition there, Industrial Park.
Q. Kerrdish?
A. Kerr Addition, down along the river.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. And Murata, that's over in State College?
A. State College.
Q. Tell me about your car accident. Who was driving?

A. I was.
Q. Anybody else in the car with you?
A. No.
Q. Did you ever go back to work after that car accident?
A. Yes. I worked four months with a broken neck.
Q. Who were you working for?
A. Clearfield Powdered Metals.
Q. You know, I'm really confused. I'm really, really, really confused. Do you think maybe Clearfield Powdered Metals would have a record of all this so I could clear up my confusion?
A. Yes.
Q. Because I think what I need to do is really get their documentation. And I'm going to send this to Mr. Pentz's authorization to have you sign so I can get that. Because, I mean, I'm totally confused over this. At first you tell me you have 13 weeks

of sick leave then you worked a couple weeks, went back 13 weeks and now I'm hearing that you were working in March of '99 and you worked for a couple of months and I really need to get that clarified so that's the way I'm going to do that. Anyway, you broke your neck. Who did you treat with for that injury?
A. I went to Clearfield Hospital and had x-rays done and it didn't show up nothing and so I called Dr. Welsh in Pittsburgh and told him what happened and everything.
Q. Now, you said that you worked for four months with this broken neck so that's March, April, May, June, July. Did you work every day during that period?
A. Yes.
Q. At Clearfield Powdered Metals?
A. Yes.
Q. Now, this fire occurred on July 30th of 1999. When was the last time you had worked at

Clearfield Powdered Metals before the fire?
A. In July of '99.
Q. Sometime in July?
A. Right. If I remember, it's somewhere around the 15th of July.
Q. What was the reason you stopped working at that time?
A. Due to my broken neck.
Q. Did somebody tell you to stop working?
A. Dr. Welsh. He had me get an MRI done in the neck.
Q. By the way, were you working a light-duty job or your regular job at the time?
A. Light duty.
Q. So you got the MRI. Where was that?
A. State College Centre Community.
Q. Centre Community? Did Dr. Welsh tell you what it showed?
A. Yes.
Q. What did it show?

A. Broken vertebrae.
Q. Did you have car insurance at the time that happened?
A. Yes.
Q. Who was your car insurance company?
A. Sutton Associates from Heightsdale (phonetic).
Q. What insurance company? That's your agent. What insurance company, Nationwide, Allstate?
A. Allstate.
Q. Did you turn in any claims arising out of that auto accident to Allstate for medical or wage loss or anything else?
A. Yes, for wage loss.
Q. What kind of wage loss coverage did you have? What amount was the max, maximum?
A. $1,000 a month for five months.
Q. Did you receive that?
A. Yes.
Q. What about your medicals?

Have they paid your medical expenses?
A. They paid up to, I think it was $10,000.
Q. Do you have any amount currently that you owe above that?
A. Yes.
Q. How much?
A. I don't know right offhand.
Q. Had you started receiving the wage loss benefits from Allstate at the time this fire occurred?
A. It took awhile, yes.
Q. Had you or had you not?
A. I did, yes.
Q. Do you remember when you'd received your first check?
A. No.
Q. Do you remember the amount of the first check?
A. $1,200 I think it was.
Q. Then you continued to receive benefits after that until you exhausted your wage loss?
A. Yes.

Q. Is that handled through the Allstate Altoona office, if you know?
A. Texas.
Q. Oh, that makes sense. They probably have the Texas claims handled out of Altoona. At the time this fire occurred did you have any medical bills in excess of that $10,000 limit that you had exhausted from Allstate or were you still within that limit?
A. Not sure.
Q. Who all lived in the house at the time of the loss? You and your wife, anybody else?
A. My son.
Q. How old's your son? How old was he at that time?
A. Twelve (12).
Q. I guess I should ask you a little bit more about your car accident. Was there another vehicle involved in it or was it a one-car collision?

A. Another vehicle.
Q. Have you filed suit or made a claim against anyone, the other driver or his insurance company?
A. No.
Q. Was the accident the subject of a police investigation?
A. Yes.
Q. Where was the accident?
A. 879 Wolf Run here at ---.
Q. In Clearfield County?
A. Yes. At Industrial Park.
Q. What time of day did it occur?
A. Ten after 3:00.
Q. In the afternoon?
A. In the afternoon.
Q. Was that the state police that investigated that?
A. Lawrence Township.
Q. Lawrence Township?
A. Yes.
Q. Were any charges brought against anybody as a result of that accident?
A. Against me.

Q. For what?
A. Not yielding at a stop sign.
Q. Anything else?
A. No.
Q. Enough about that. July 30th, 1999, the day of the fire. Do you remember what day of the week it was?
A. I think it was a Friday.
Q. And you weren't working?
A. No.
Q. Your wife was working?
A. She was off. She worked the midnight shift. She was off that day.
Q. So she had last worked ---?
A. The night before.
Q. You say the night before, does that mean she went in at like 11 o'clock on July 29th, and got off in the early morning hours, seven, eight o'clock on July 30th?
A. Yes.
Q. Where was she working?
A. Appalachian Wood.

Q. Do you know what she did for them?
A. I don't know.
Q. She wasn't a lumber jack; was she?
A. No.
Q. We'll ask her. She came back from work early on the morning of July 30th. Where were you, you were at home?
A. Could you repeat that question?
Q. When she came home from work early on the morning of July 30th, 1999, where were you?
A. I was at home.
Q. So the two of you were at home then after she gets back from work. What did you do the rest of that day?
A. While she slept I went to town.
Q. Where did you go and what time did you arrive there?
A. I went to Clearfield Eagles

Club.
Q. What time did you arrive there?
A. A little after 9:00.
Q. In the morning?
A. Yes.
Q. I assume you're a member there?
A. Yes.
Q. What was your purpose in going to the Eagles Club?
A. To play cards with the fellow members.
Q. How long did you stay at the Eagles Club?
A. Couple hours.
Q. Did you play cards?
A. Yes.
Q. Who'd you play with?
A. I really couldn't tell you right offhand.
Q. Who'd you see at the Eagles Club during those couple of hours?
A. The bartender and Harold Smeal and ---.

Q. Harold Smeal?
A. S-M-E-A-L.
Q. Smeal. Anyone else that you remember seeing there?
A. I couldn't really tell you right off who all was there.
Q. So a couple hours then. Where'd you go after that?
A. Took a ride out to Parker Dam.
Q. And why did you go to Parker Dam
A. Just for a ride.
Q. Did you go with anybody?
A. No.
Q. How long did you stay at Parker Dam?
A. It was. I --- one o'clock I got back.
Q. In the afternoon?
A. Yes.
Q. And you say you got back, you got back to where?
A. Dropped back into Eagles.
Q. So you're back at the Eagles Club?

A. Yes.
Q. Did there come a time between when you got back to the Eagles Club and the time the fire occurred that you went back to your house?
A. Yes.
Q. When did you get back to your house?
A. Two o'clock.
Q. Other than the Eagles Club did you go anywhere else before arriving home?
A. No.
Q. Who did you see during that period in the afternoon at the Eagles Club?
A. Brian, Wilson Kroft and Nancy King.
Q. Hold on, Wilson Kroft?
A. Yes.
Q. Nancy King, K-I-N-G?
A. Yes.
Q. Anyone else?
A. My son, Shawn.
Q. So your son, Shawn, was at the

Eagles Club?
A. Yes.
Q. And he's how old then?
A. Twenty-one (21).
Q. So the 12-year-old, I think you said that was living there at the time of the fire, that's a different son?
A. Yes.
Q. Okay.
A. He's my stepson.
Q. Which one is your stepson?
A. Shawn's my real son and Patrick's my stepson.
Q. So Shawn's last name would be Green?
A. Yes.
Q. And Shawn is spelled how?
A. S-H-A-W-N.
Q. Anybody else you remember seeing there?
A. There was quite a few people, I couldn't tell you who they were. I don't remember.
Q. You left Parker Dam at one

o'clock, how long would it have been before you actually got to the Eagles Club? How long a trip is that, a minute, five minutes, 30 minutes?
A. About 15 minutes.
Q. How long a trip is it from the Eagles Club back to your house?
A. Ten.
Q. So given what you've told me you would have spent somewhere around a half an hour at the Eagles Club that afternoon before going home. Or would it have been less than that?
A. Yes.
Q. It would have been about a half an hour?
A. Give or take, yes.
Q. Why, if there was a reason, did you decide to go home at --- shortly before two o'clock that afternoon?
A. No reason.
Q. When you arrived home who was

there?
A. My wife, Cathy.
Q. Where was your 12-year-old stepson?
A. Over at his grandfather's and grandmother's.
Q. Would this be Cathy's parents or ---?
A. Cathy's parents.
Q. What are their names?
A. Shirley Wiser and Ronald Wiser.
Q. Wiser. And where do they live?
A. Mineral Springs.
Q. How long had your stepson been there?
A. I don't know to tell you the truth.
Q. When was the last time you had seen him?
A. After the fire. When the house was burning.
Q. No, when was the last time you had seen him before ---

A. Before the fire?
Q. --- before he went to the Wiser's house? Let me back up. Maybe I misunderstood. I thought I heard you say that when you got from the Eagles Club around 2:00 p.m. that afternoon, your wife was home but your 12-year-old stepson was at your in-laws, Shirley and Ronald Wiser; is that correct?
A. Right.
Q. When was the last time you had seen your stepson prior to that?
A. The night before.
Q. And again, just maybe so I'm not missing something, do you know how your stepson had gotten from your house to his grandparents?
A. I don't know.
Q. You didn't drive him there?
A. No.
Q. And it's not close enough that he could have walked there?
A. He could have walked.
Q. How far is it?

A. Two miles.
Q. Do you know why he went to his grandparents at that time?
A. He goes there all the time.
Q. So it was just something routine?
A. Yes.
Q. It's routine for him to spend nights over there?
A. Yes.
Q. So when you got back from the Eagles Club at or about two o'clock the afternoon of the fire, only your wife was present; is that correct?
A. Yes.
Q. Was she awake or still asleep?
A. She was awake.
Q. Tell me what the two of you did and what the two of you talked about from that point until the fire was discovered?
A. We had a little argument.
Q. Over what?
A. Money.
Q. What was the dispute about

money concerning?
A. My sick pay.
Q. Tell me more. What was the dispute about?
A. I was suppose to get a check. I didn't pick up the mail on time, the check was down there. I went to the house first before I picked up the mail.
Q. Why did that cause a problem that it resulted in an argument?
A. Because we had bills that we wanted to pay.
Q. Were you behind in any bills at that time?
A. At that time we probably was, yes.
Q. What were the bills; do you remember?
A. No, I don't.
Q. Who ordinarily paid bills in your household, you or your wife?
A. My wife.
Q. How would she ordinarily pay them, by money in the checking

account?
A. Yes.
Q. So if I understand correctly, and you let me know, when you got home you and your wife got into an argument because you had not picked up your sick pay check from down at the post office?
A. Right.
Q. Had there been some prior arrangement made that you were suppose to pick it up that day or was this just a routine, today's the check day, you pick it up?
A. Just routine, just pick it up.
Q. Was there any reason why you had not picked up your check that day?
A. No.
Q. When you say you got into an argument was there yelling involved or shouting?
A. A little, very little.
Q. Was there any physical touching or pushing or shoving or

slapping involved?
A. Yes.
Q. Tell me about that.
A. I slapped my wife, knocked the cigarette out of her mouth. The cigarette went down the cushion of the couch, down between the cushions. She got up and got the cigarette, made sure there was no spark down there so she got up and left. Went I think to her mother's place or in town, in her car. And I left.
Q. Let me stop you there, because you're telling me a lot and I'm trying to write it down and I'm having a problem here. How long a time was it between when you walked in the door until the time she walked out the door?
A. Probably 15 minutes.
Q. And during that time you had this argument, you slapped her, knocked the cigarette out of her mouth, she retrieved it and I

understand it, you observed her apparently making sure that there's no sparks or anything there?
A. Yes.
Q. Was it after that that she left the house or did there continue to be some argument or dispute or discussion or anything else at that time that consumed any additional period?
A. Nope, at that time she got in her car and left.
Q. What kind of car did she have then?
A. '87 Ford Escort.
Q. What color was it?
A. Blue.
Q. How long had she had it?
A. Couple years.
Q. Was there a loan on that car or ---?
A. No.
Q. So she takes off in her car and you're there.
A. I left right after she did.

Q. Now, you say right after, does that mean, like, boom, boom, you know what I'm saying, or did you like walk around the house for awhile and think about what you're going to do and get your car keys ---?
A. No, I left right after she did.
Q. Did you still see her car going down the road when you were leaving or had she already ---?
A. No, she had already gone.
Q. Where did you go?
A. I went back to Eagles.
Q. How did you get there? I mean, did you take your car?
A. I took my truck.
Q. What kind of truck was it?
A. '88 Toyota pickup.
Q. What color was it?
A. Gray.
Q. Was there any car loan on that?
A. No.

Q. When you left your house, were you aware of a fire burning anywhere in the premises?
A. No.
Q. Had you used any kerosene, gasoline or other petroleum-type products in your house?
A. No.
Q. Did you store any of those items in your house?
A. No.
Q. Did you have a kerosene heater at the time?
A. Yes.
Q. Did you have any kerosene in it?
A. No.
Q. Did you have any kerosene on the premises?
A. No.
Q. Did you have any gasoline on the premises, other than what was in the tanks of your cars?
A. Down in the shed for the lawn mowers.

Q. Down in the shed. How far from the house was the shed?
A. Probably about 15, maybe 75 feet.
Q. Was the shed locked or secured in some fashion?
A. It's locked.
Q. Do you know if it was locked on that day?
A. Yes.
Q. So other than in the locked shed and in the tanks of your cars there would have been no gasoline or kerosene or other similar petroleum-type products in your house, to the best of your knowledge, at the time you left it?
A. Yes.
Q. That is correct?
A. That is correct.
Q. When did you find out that a fire had occurred?
A. I got a phone call at the Eagles. A friend of mine heard it go over the scanner.

Q. What time was that?
A. I am remembering around three o'clock or a little after.
Q. Who was the friend?
A. Joe Spingola (phonetic).
Q. What did he tell you?
A. Told me my house was burning. I just told him, hey, I'm in no mood for jokes, Joe. So he turned around and says, yeah, I'm telling you the truth so I got in my truck, as a matter of fact, left the beer on the counter and I left.
Q. How much altogether had you had to drink that day of alcoholic beverages and what kinds?
A. Probably four beers, Budweiser.
Q. That would have been all day?
A. Yes.
Q. Any other alcoholic beverages?
A. No.
Q. When you left the house did you lock the doors?
A. No.

Q. Why not?
A. We've never locked the doors because the boy comes from his friends or whatever, he don't have a key.
Q. That would be your stepson?
A. Yes.
Q. So you routinely do not lock your house when you leave it?
A. Never locked it.
Q. Have you ever had, during the time that you lived in this particular spot, any other problems with vandalism or attempted arsons or anybody doing any damage to the place?
A. No.
Q. Are there other houses around your house?
A. Yes.
Q. Do you have neighbors?
A. Yes.
Q. You have neighbors on all four sides?
A. Yes. All three sides.

there's a creek behind.
Q. Okay. Give me the names of your neighbors.
A. George and Debbie Smeal.
Q. You mentioned a Smeal before, is that the same Smeal or is that a different ---?
A. That's a different one.
Q. Different Smeal.
A. Yeah.
Q. You mentioned Harold?
A. Right.
Q. So George and Debbie Smeal on one side.
A. And Mrs. Rothok (phonetic), she lives by herself. And Clayton Maines and his wife and I can't think of the other neighbor's name now.
Q. Do you have any trouble with your neighbor?
A. Not one yet.
Q. Like any one of them would say or do anything that would get you in trouble over this?

A. No.
Q. Any reason to think that any of them might be anxious to, you know, point the finger at you in some way in this fire?
A. No.
Q. You talked to the state police fire marshal about this?
A. Yes.
Q. When's the last time?
A. The day of the fire and the next morning.
Q. Remember the name?
A. Carl Metzger.
Q. What did Trooper Metzger tell you about the fire, if you can recall?
A. Said it looked like arson.
Q. Did he tell you why he thought it looked like arson?
A. Because there was three burnt spots in the one part of the living room.
Q. In the living room?
A. Yes.

Q. Is that in the front or the back or the side of your house?
A. The side.
Q. Any doors leading out of the living room to the exterior?
A. The front door and sliding glass doors.
Q. What about the sliding glass doors, were they ever locked or secured in any way?
A. No.
Q. So the front door and the sliding glass doors would have been left open routinely and specifically the last time you left the house before the fire?
A. Yes, yes.
Q. You haven't talked to anybody from the state police since then?
A. No.
Q. Have you ever been requested to provide a polygraph examination, a lie detector test?
A. Yes.
Q. Who asked you to do that?

A. State trooper.
Q. Metzger?
A. Metzger.
Q. Did you do that?
A. No.
Q. Why not?
A. My lawyer informed me not to.
Q. Would that be Mr. Pentz?
A. Yes.
Q. Have you ever either separated or filed for divorce from your wife?
A. No.
Q. Has she ever filed a protection from abuse act against you?
A. No.
Q. Have you ever been charged with or convicted of any felonies in Pennsylvania or any other state or federal jurisdiction?
A. Yes.
Q. Tell me about that. What?
A. Almost 30 years ago --- I want a word with my attorney.
Q. Go ahead.

OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. You were telling me about a 30-year old criminal felony conviction. Could you tell me about that, please?
A. Yeah, I lived in this trailer and I moved this lady and her three kids in with me. We was never married, we lived together for five years. And she had two kids, was an alcoholic --- and her mother was in college at the time and the other boy was in school and the one daughter was home and I was home and she blamed me for trying to rape her.
Q. Did you plead guilty or were you found guilty after some kind of trial by court or trial by jury?
A. They had a plea bargain.
Q. Where was that, is it Clearfield?
A. Clearfield.
Q. Do you remember what you pled

to?
A. I don't know.
Q. Did you spend time in jail?
A. No.
Q. Spend time on probation?
A. Yes. I'm pretty sure I did.
Q. I don't need to know anything more about that. Other than that was there any other convictions? A felony?
A. No.
Q. Any other felony charges brought against you?
A. No.
Q. Have you ever been charged with or convicted of any crime, whether misdemeanor or otherwise, that involved dishonesty such as theft, receiving stolen property, bad check charges or anything of that nature?
A. No.
Q. Did you own any pets at the time this fire occurred?
A. I didn't understand the

question.
Q. Did you own any pets ---
A. Yes.
Q. --- at the time the fire occurred? What were your pets at that time?
A. Two cats and a bird and three dogs.
Q. Were any of them burned in the fire?
A. Yes. The two cats and the bird.
Q. How about the dogs, were they okay?
A. They was outside in the dog yard.
Q. Were they routinely kept outside?
A. Every day, every morning when we get up we put them out and they stay out all day.
Q. What kind of dogs are they?
A. A collie, pomeranian and a boxer.
Q. A yapper. How are they kept

outside?
A. In a fence.
Q. Is it a separate fenced in area or do you have a fence around the yard?
A. No, just a separate fence for the dogs.
Q. And what part of the property is that?
A. Right behind the house.
Q. Any of them what you consider guard dogs?
A. They bark whenever somebody comes up around or walks up and down the road.
Q. So they're barkers?
A. Yes.
Q. If somebody comes to your house they generally bark?
A. Yes.
Q. Have you talked to any of your neighbors to find out if they saw anything or know anything about what happened from the time you left to the time this fire happened?

A. No.
Q. You haven't talked to them?
A No.
Q. Do you know if anybody has talked to them to find out what they might know?
A. The fire marshal and the fire inspector and investigators.
Q. Do you know what they were told by your neighbors?
A. No.
Q. When you say the fire inspector or investigator that'd be the one hired by the insurance company?
A. Yes.
Q. Do you know that the investigation revealed --- the state police investigation has revealed that somebody poured kerosene or some similar liquid on the floor of your house in the living room?
A. No.
Q. Well, I'm telling you that because I know that. How do you

think somebody could have got kerosene and poured it on the floor of your living room in that period of time that you were gone, lit it and set your house on fire?

ATTORNEY PENTZ:

I'm just wondering. Are you asking for him to speculate, just pure speculation?

BY ATTORNEY DUGAS:

Q. Sure. Where would they get the kerosene at because I heard you say you didn't --- or gasoline or whatever it was, you didn't have any in the house? The only thing you had was the gas in the tank of your cars and the gas ---
A. Right.
Q. --- locked in the shed?
A. The kerosene was downstairs just below the floor in a fuel tank.
Q. So you heated the home with fuel oil?
A. Kerosene. Yeah, kerosene.

Q. Kerosene not fuel oil?
A. No.
Q. Why would you use kerosene and not fuel oil?
A. Cleaner to burn.
Q. This was in a regular fuel oil tank though?
A. Right.
Q. How would you get into that oil? Is there some kind of a drain plug or something or stop cock or something on it that you could just drain some out?
A. No.
Q. No. That's the only kerosene or gasoline or similar petroleum product that you had in the house?
A. Yeah.
Q. Did you have any in the tank when this happened, it was July?
A. Yeah.
Q. You did?
A. It was in the tank. There may have been kerosene spilled in the house, I don't know. I told the

state trooper we had kerosene at that area.
Q. Well, you do know the state fire marshal considers this to be an arson?
A. Yeah, he told me that the day he come in.
Q. Somebody did this intentionally.
A. He said it looked like it.
Q. Do you know anybody, do you have any suspicion of anybody or have any reason to suspect that you know who might have intentionally started this fire in your house?
A. No.
Q. You did not start this fire?
A. No.
Q. Let me go back over something here. Your documents included a copy of the check, as we mentioned before, in the CSB account. And it's for $500 and apparently signed by Cathy J. Green and dated July 30, 1999, and was supplied to us as part

of our request for documents that reflected activities of you or her on the date of this loss. And one of the things that we were requesting were documents including restaurant receipts, calendars, time sheets, punch card and telephone bills for home or mobile or cellular phone services or pagers. So let me ask you this because none of those things were supplied other than that cancelled check. You did have a telephone in the house that day?

A. Yes.

Q. Did either you or your wife have a cell or car phone?

A. No.

Q. Other than the phone in the house then neither you nor she had any phone service in your names other than that; right?

A. No.

Q. What was your phone number?

A. I don't know right offhand.

Q. Do you recall making any

telephone calls that day from your house or to your house from another place?

A. Nope.

Q. Where did you eat that day? You left the house pretty early in the morning and you didn't get back until early in the afternoon. Did you go somewhere for lunch?

A. Nope.

Q. Did you have anything to eat that day?

A. No.

Q. You didn't have anything at the Eagles?

A. No.

Q. Didn't buy anything from Sheetz or something to go eat out at Parker Dam?

A. No.

Q. Is there any way other than talking to people that I would be able to document your whereabouts on July 30th, 1999, the day of this fire?

A. Yes.

Q. What's that?

A. Clearfield Eagles.

Q. What kind of record would they have there? Again, I said other than talking to people.

A. What do you mean?

Q. Well, is there some record of your presence there, I don't know, some piece of paper, some document that would indicate when you were there, when you left?

A. No.

Q. So I'd have to talk to people and get their recollection?

A. Yes.

Q. Where are you living now?

A. With my wife's mother and them. A little hog back area, in Mineral Springs.

Q. Is that Shirley and Ronald Wiser?

A. Yes.

Q. Have you continued to live there since the fire?

A. Yes.

Q. And she also continued to live there since the fire?

A. Yes.

Q. And your stepson?

A. Yes.

Q. Anybody else living there now besides your wife ---?

A. My wife's niece and little daughter.

Q. Why are they living there?

A. Because their mother passed away and her grandmother's got guardianship of them.

ATTORNEY DUGAS:

Bear with me here just a moment. I am going to tell you this, as part of our investigation I'm going to send Mr. Pentz some authorizations. They're going to allow me to get original information from Clearfield Powdered Metals, so I can clear up that and Murata

Electronics so we can figure out when you worked there and try to get a line on it, and also to get your bank records from CSB. So I'll get those out in the mail right away as soon as I get back to my office. We're going to continue our investigation until we get that information. There may be other things, I can't remember right now, but I know for sure that's what we're going to do. So the only other thing I would tell you about is the fact that you --- you just sit down there, you keep wanting to get up.

ATTORNEY PENTZ:

We're getting to the end here.

ATTORNEY DUGAS:

I know, I know, I always do that. One more

thing. You have the right to review the transcript that she's going to put together to make sure that it's correct, sign the page that says you've reviewed, and agree it's correct or to waive the reading and signing of the transcript and it's up to you and Mr. Pentz to make that decision, whichever you want to do.

ATTORNEY PENTZ:

Mr. Green, the general rule is, people do not review them. It has been my experience over the years that any mistakes that you'd find may be a very small spelling mistake but you certainly have that right. It's up to you. That's a personal choice.

A. Just waive it. Save time, yeah.

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EXAMINATION CONCLUDED AT 1:13 P.M.

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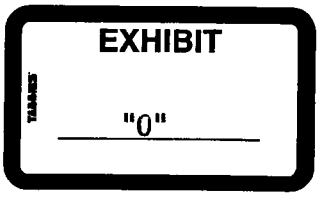
STATEMENT UNDER OATH

OF

CATHY GREEN

Taken on behalf of Friends Cove Mutual Insurance Co., taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the law offices Chris Pentz, Esquire, of 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 1:17 p.m.

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I N D E X

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PROCEEDINGS

CATHY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. Would you state your name please, first of all?

A. Cathy Green.

Q. Mrs. Green, my name, as you just heard, is Steve Dugas, and I've been asked by the Friends Cove Mutual Insurance Company to conduct your investigation under oath as part of their examination to the claim that you've submitted for the fire that occurred on July 30th, 1999, under the policy that was in existence at that time. Before I start asking you questions let me put a few preliminary instructions before you. First of all, if you don't hear or don't understand one of my questions, you just tell me

and I'll repeat it or have the court reporter read it back or state it another way so you can understand it. If you answer one of the questions I give, it's going to be my assumption that you've heard and understood that question. And also, I'll assume that your answer is truthful because you have been placed under oath. If you either do not know the answer or cannot recall information sufficient to answer a question, you may certainly tell me that. I don't want you to guess at stuff, but you can't hide behind the pretense of being unable to recall if you really do remember.

When I'm asking a question, please let me finish before you start. And when you answer a question, please use words and not just a gesture or a shake of the head or a nod or something. And please refrain from saying uh-uh when you mean no, and uh-huh when

you mean yes, because this court reporter's taking down what is said and she can really only be accurate when she hears words. And then a transcript is going to be made, and we want that transcript to accurately reflect everything that you and I, or anybody else, happens to say during this examination under oath. And that's really one of the biggest reasons for these instructions, to ensure accuracy.

The record should reflect that Mr. Pentz is here and, of course, you may consult with him at times, if you need to, during the course of the proceedings. Otherwise, do you have any questions about these instructions?

A. No.

Q. Then let me start first by asking you to take a look at what we previously had marked as Exhibit Number One, which is a letter that I got from your lawyer and some

documents attached to it and I want you to make sure that you're familiar with what he sent me as --- on your behalf, in response to an earlier written request. So, take a look through those documents here.

WITNESS REVIEWS SAME

BY ATTORNEY DUGAS:

Q. You've had an opportunity to review those documents and you do recognize them as basically as they purport to be? Right?

A. Right.

Q. Taking a look here at this first document under the letter from Mr. Pentz. It's called a sworn statement, proof of loss and it bears your --- well, what appears to be your signature. Is that, in fact, your signature?

A. Yes, it is.

Q. And you signed it in front of a notary, and the form was filled out when you signed it?

A. Right.

Q. I assume you can read, write and understand the English language?
A. Yes.
Q. So the information on this form is true and correct to the best of your knowledge?
A. Right.
Q. We have a series of what are called personal property inventory schedules, and I believe those are in your handwriting; is that correct?
A. Yes, they are.
Q. And to the best of your knowledge, do these inventory schedules contain an accurate list of the contents of the structure that was involved in this fire?
A. Yes, it does.
Q. How did you --- how were you able to compile this list? Did you have reference to any other materials, any documents, photographs, anything of that nature, to assist your recollection?

A. No, mostly memory.
Q. Did you have anyone else helping you compile this list?
A. My husband and my son.
Q. And your son's name would be?
A. Patrick.
Q. Patrick. And he would have been 12 at the time?
A. Yes.
Q. I can't help but notice that some of the handwriting appears to be a little bit different, or is that just because there was---?
A. No, my daughter wrote that for me.
Q. Your daughter wrote it, okay. So the handwriting on this first page is yours but the handwriting on this page here which is, strangely enough, also, on page one.
A. Page one of what room?
Q. Oh, it's in his room. Oh, I see, page one, kitchen is yours. Page one ---.
A. Patrick's bedroom.

Q. Yes, that's your daughter's ---.
A. Handwriting.
Q. Okay, anybody else's handwriting on any of these?
A. No. Just hers and mine.
Q. How would she have been able to compile this? Did she have reference to anything other than her recollection, and yours, and your husbands, and your ---?
A. No. Just her and my recollection, and I have told her what to put on there.
Q. Is there any particular reason why she filled this out and not you or your husband?
A. She just wrote it as --- while I was doing my --- I was tired and she said, here mom, I'll write it while you tell me what to put down, and that's why it was on there.
Q. Okay. Were there any items you were able to salvage or repair, by way of contents, or was

everything in the house basically a total constructive loss?
A. Everything. It was a total constructive loss except for my rings. We did salvage those, they found them in the jewelry box in the bedroom.
Q. When you say your rings, what rings were they?
A. My wedding bands, my mother's ring, a black onyx and another one.
Q. You were not wearing your wedding band ---
A. No, the job I was at did not permit any jewelry, so they were in the jewelry box.
Q. --- at the time of the fire. All right. Let me start with some kind of background questions. How long have you and your husband lived in this house before the fire?
A. Eight (8) years. Eight years.
Q. And from whom had you acquired it?
A. His mother.

Q. And how, was it a deed, or was there an article of agreement?
A. It was an article of agreement when we first got it.
Q. And did eventually you get a deed?
A. Yes.
Q. When was the deed transferred?
A. Five (5) years ago.
Q. We know there was one mortgage with Beneficial that was listed on the proof of loss that we accrued. To your knowledge, was there any other liens, encumbrances, mortgages against the property at the time of the loss?
A. Not to my knowledge.
Q. As far as bank accounts, we know there was one from CSB because attached to the documents was a check that you had written on an account. At the time of this fire, were there any other checking, savings, or any other types of depository accounts with any other

bank or CSB bank, for that matter besides that checking account?
A. No.
Q. Had there been any, let's say, two years prior to this loss? Did you have any other checking accounts, savings accounts, certificates of deposits or anything else anywhere?
A. We've banked before, I don't know if it was in two years before that, at Clearfield Bank and Trust.
Q. But those accounts were not open, there was no money deposited?
A. No, on either one.
Q. In terms of assets that you owned, or that you and your husband owned jointly, or that he owned individually, for that matter, other than the house, the contents, and personal effects, the cars, did you own anything, stocks, bonds, mutual funds ---
A. No, nothing.
Q. --- oil wells? Anything?

A. No. My son has a CD from a car wreck, though, it was the only other thing.
Q. So you settled a case and got money and put it in your ---?
A. It's in a trust until he's 18.
Q. I understand you were working, you were employed at the time of this accident, but Larry wasn't; is that correct?
A. Right.
Q. And you worked where?
A. Then?
Q. Yes.
A. It's FCI Electronics, I work in electronics.
Q. Say that again.
A. FCI Electronics.
Q. And where?
A. Clearfield.
Q. What did you do for them?
A. I was a laborer, and ran a machine.
Q. How long had you worked for them?

A. About six months.
Q. Where had you worked prior to that, if anywhere, outside of the home within the past ten years?
A. Clearfield County SPCA for eight ---.
Q. What did you do for the SPCA?
A. I was a manager.
Q. When was the last time you worked for them?
A. October of '98.
Q. What was the reason you stopped working for them?
A. I was laid off and the stress of it, I did not want to go back to it.
Q. You got laid off and what?
A. I got laid off. Because of the stress of the job, I didn't want to go back to the position.
Q. Stressful in what way?
A. I euthanized 2,000 animals a year. It was a little hard.
Q. Okay. I understand. All right. You had not held any paying

jobs between getting laid off in October '98 and when you started at FCI Electronics then; is that correct?
A. No, I still did FCI right after. I might have the dates wrong there.
Q. No, all I'm saying is you didn't have, like, another job right in between them.
A. No. FCI was the next job, right.
Q. Were all of the income in your household, then, have been earned by employment, your employment or your husband's employment during 1998 and 1999, or was there some other benefit coming in such as, he mentioned a sick leave?
A. He was off on sick leave from October to March, from '98 to '99, and then he worked four months and --- or two months, and then the car accident. And he had been off three weeks before the fire.

Q. The car accident was three weeks before the fire?
A. No, the car accident was before the day. They found the broken neck three weeks before the fire. He had worked with the broken neck.
Q. And that would have been at ---?
A. Powdered Metals.
Q. So the last day he actually worked at Powdered Metals would have been about two weeks before the fire?
A. Yeah, about that.
Q. Your husband said that you're basically the one who took care of paying the household bills and expenses; would that be a fair statement?
A. Yep.
Q. So you'd know how much you paid for monthly bill of whatever nature?
A. Correct.

Q. The mortgage at house --- or Beneficial --- I'm sorry. How much was that a month?
A. $285.
Q. Were there any other loans that you were paying?
A. There was one at Beneficial for $175 a month.
Q. $285, $175.
A. And he had a loan through the credit union for, I think, it was $75.
Q. Do you remember the balances on any of those accounts, give or take, or approximately, at the time of the fire?
A. Ballpark?
Q. Yes.
A. The personal loan was probably $1,200.
Q. Is that the one from Beneficial?
A. Right.
Q. What about the credit union?
A. The credit union, I think,

wasn't even $1,000 dollars on that. It was like $800, $900. I don't know.
Q. And the payoff on the mortgage, the balance on the mortgage?
A. It's 15 something.
Q. Thousand?
A. Uh-huh (yes).
Q. Were you behind on any of these accounts at the time the fire occurred?
A. Yep. We were waiting for the disability insurance to kick in.
Q. Whose?
A. His.
Q. Would that be what he called sick leave?
A. Yeah. For the personal loan at Beneficial and for the other one. And then there was a --- my mortgage didn't have that insurance on it, and there was one payment due on that right then, and a second one coming up.

Q. Okay. So there was disability insurance policies that would have paid the Beneficial personal loan and the credit union?
A. Uh-huh (yes).
Q. But there was no such disability insurance on the mortgage?
A. No.
Q. Your 12 year old boy lived with you at that time; right?
A. Right.
Q. But he wasn't home when the fire happened?
A. No.
Q. Where was he?
A. My mother's.
Q. When did he get there?
A. He went up there about noon.
Q. That day?
A. That day.
Q. Was there any particular reason he went up there?
A. He goes up every day. His grandfather's not well. He goes up

and does odd jobs and --- but he goes every day.
Q. Do you remember the day of the week that the fire occurred, again, July 30, 1999? Was it a weekend, a weekday; if you know?
A. Friday.
Q. A Friday. And, had you worked anywhere within the preceding 24 hours? Had you been to work at FCI Electronics?
A. No.
Q. When was the last time you had worked before the fire?
A. Tuesday night.
Q. And the fire was Friday?
A. Right.
Q. So you wouldn't have worked Wednesday, Wednesday night, Thursday or Thursday night?
A. Right.
Q. So you and your husband would have been home, more or less together, during that period of time?

A. Right.
Q. Along with your son, until noon on the day of the fire, when he went up to visit his grandpap?
A. Correct.
Q. Okay. That proof of loss says the fire occurred around 3:00 in the afternoon; do you agree with that?
A. Around there.
Q. Let me ask you this, when did you find out that the fire occurred?
A. Around 3:15, 3:30.
Q. How'd you find out?
A. I walked into to my mother's house, the phone was ringing, my son-in-law called me.
Q. You walked into your mother's house?
A. Right.
Q. Down in Mineral Spring?
A. Right.
Q. And the phone was ringing as you walked in?
A. Right.
Q. And on the other line was?

A. My son-in-law.
Q. And his name was?
A. Michael Fitzpatrick.
Q. Did he talk to you?
A. Yes.
Q. What did he say?
A. He said, you're there, you're safe. And I said, what's wrong Michael? And he said, your house is on fire.
Q. So did you pick up the phone, or did somebody else pick up the phone?
A. No, I picked up the phone. No one was home.
Q. All right. What I want to do is go back a little bit during the course of that day. Do-you remember what time you awoke the morning of the fire?
A. Honestly, no.
Q. Would it have been some time before noon?
A. It would have been early, probably before 8:00.

Q. And at that time, you and your husband and your son were all home?
A. Right.
Q. Anybody else there?
A. Not that I remember.
Q. I understand you have some pets, or had some pets at that time; is that right?
A. Yes.
Q. What did you have by way of pets?
A. Two cats, a bird, and three dogs.
Q. I'm going to assume that the bird was in the house.
A. And the two cats.
Q. And the two cats, at the time of the fire.
A. Right. They were never outside.
Q. They were house pets?
A. Right.
Q. And the dogs?
A. We had a built-in dog yard, and because the weather was nice,

they were left out.
Q. Were they left out overnight, or were they only ---
A. No.
Q. --- left out in the day?
A. No. they were just left out when they usually had to go or if --- when the weather was nice, they'd go out and sit for a couple hours in the afternoon.
Q. When you woke up the morning of the fire, your cats, your bird were in the house. Were the dogs in the house?
A. Off and on. In the morning? First thing when I woke up?
Q. Yes, when you woke up.
A. They were in the house, they sleep in the house.
Q. Is there some way they can come and go in and out of the house by themselves? It almost seems like they, you know --- or do you have to open the door?
A. No. I have to open the door.

Q. Who woke up first that day, if you can recall?
A. Me.
Q. Take me through your recollection of what happened as time went on. You got up, what'd you do? Make some coffee?
A. Made coffee, let the dogs out, let the dogs in, let them out again. Fed the dogs, fed the cats, daily ritual.
Q. What about your husband, did he wake up at some point?
A. He came down probably an hour after I did.
Q. And how about your son, what time did he get up?
A. Probably about 9:00.
Q. Now tell me, take me through the rest of that day.
A. My husband and I got cleaned up, went to town, picked up the mail, came back home. I was going to lay down for a couple hours. The mail had came, that's what started

the argument.
Q. Let's stop there. You did not have mail delivered to your house?
A. No, at the post office.
Q. Any particular reason for that?
A. They don't deliver on the street I live on.
Q. So the post office would be where?
A. A block from the house.
Q. Big deal. Do you remember about what time you got to the post office?
A. No.
Q. And you and your husband both went?
A. Yeah.
Q. Retrieved the mail, and then you said that's what started the argument, or that's when the argument started, or words to that effect? I don't want to put words in your mouth, but I'm trying to remember what you said.

A. Well, we got the mail and then we got home. I think we went to town. When we got home, I was reading the mail and the insurance company had wrote a letter stating they needed more information about the wreck. I had been expecting a check in the mail that day.
Q. From whom?
A. The car insurance.
Q. Well, I don't want to interrupt. You go ahead. You keep telling me what happened.
A. So we argued over it, I was upset with the insurance company. Every time, you know, we sent them one thing and then they wanted another, and I was expecting a check, and the argument just got heated.
Q. Now, this would have been the car insurance, having to do with your husband's auto ---
A. Auto ---.
Q. --- mobile accident. And what

company would that have been?
A. State Farm.
Q. State Farm? Did you ever have Allstate insurance?
A. Uh-huh (yes).
Q. Did you have Allstate at the time of that automobile accident?
A. Do I have Allstate now?
Q. I don't know?
A. I don't either. I'm sorry.
Q. Okay, that's okay. Don't need to apologize.
A. I don't have State Farm, I have Allstate, and I did have Allstate at that time.
Q. So it wasn't State Farm it was Allstate? I know it's hard to tell them apart anymore. Were you dealing with any other insurance companies at that time, specifically, any disability insurance companies related to your husband's ---
A. His work.
Q. --- work? Yes.

A. His work, he should have had sick-pay, and that was the other thing that wasn't there.
Q. Would he have routinely gotten a sick-pay check on a regular basis at that time?
A. He did when he was off in October, but then he'd only been off two weeks when the wreck happened. And then, starting the third and it was due and it wasn't there, and I thought there should have been a check for that that day.
Q. So you basically thought that the mail should have contained his sick leave or sick-pay check and a check from Allstate for the automobile accident, and neither one of those was in the mail that day?
A. No.
Q. And you had your employment providing income at that time; correct?
A. Correct.
Q. And you would get paid how

often, once a week, once a month?
A. Once a week.
Q. Okay. What were you bringing home on a weekly basis in, say, the month of July, '99?
A. I made $7 an hour.
Q. $7 an hour?
A. Yeah.
Q. Did they have any health insurance that you had as part of your employment, Blue Cross/Blue Shield, anything like that?
A. I could have bought one.
Q. But you didn't?
A. No, I hadn't been there --- you had to be there like a thousand hours before you could.
Q. And you hadn't been there that long?
A. It was through a temporary service.
Q. Okay.
A. We were working through a temporary service for FCI.
Q. What was the temp.?

A. JFC.
Q. JFC? And where were they?
A. I think they're out in Lewistown. I mean, I went to the unemployment office here is how I got hired.
Q. All right. Did you pay all the household bills out of the checking account?
A. Yes.
Q. You didn't use cash or anything to ---?
A. Sometimes.
Q. Sometimes? But not usually.
A. Sometimes, if I didn't make it to the bank or ---.
Q. So. Now, you and your husband get into an argument over this check situation. Why were you arguing with him about it; I mean, what could he do?
A. He didn't do anything. I was just upset that it didn't come, voiced my opinion, and then he got upset because he said it wasn't his

fault, which it wasn't his fault but by then --- it really wasn't, but by then I was just angry and he was just angry. It was just a screaming match.
Q. About what time of day did that argument take place?
A. Oh, I don't know, about, 1:00, 1:30.
Q. I guess I was a little confused, or maybe I misconstrued something. When you said you went to town and got the mail --- I guess maybe I should be clear. Where did you go to in town? Was it just to the post office, or did you go somewhere else?
A. I went to town to go buy cigarettes.
Q. And how did you get there? Did you take your car or his truck?
A. My car.
Q. So you bought some cigs and anything else that you bought or anywhere else that you went in town

that day?
A. No, I don't think.
Q. You remember where you were --- went to buy the cigarettes?
A. County Market.
Q. When you say town, what town?
A. Clearfield.
Q. How long does it take you to get to Clearfield by car?
A. About 10 to 15 minutes.
Q. Did you go to town first and then to the post office, or did you go to the post office first and then to town?
A. To town first.
Q. Then to the post office?
A. Right.
Q. And then home?
A. Right.
Q. And nowhere else in that trip?
A. Not that I remember.
Q. And you and your husband were both together?
A. Right.
Q. So, I think you said, 1:00,

1:30 you get in this argument, something like that?
A. I'm not sure.
Q. Okay, fair enough.
A. We had argued twice that day.
Q. Oh, was it both or ---.
A. I'm confused from your questions. I'm sorry about that.
Q. That's all right. I'm just trying to get a --- you know, I wasn't there and I don't have a video camera. I wish I did, but ---
A. Right. I do, too.
Q. --- I wasn't and I don't. So I need to talk to you to find out as much as you can remember about the events of that day. Now, you said you had two arguments with --- when did the first one occur?
A. Okay, that's when we went to town and that was probably around 11:00.
Q. What was that argument about?
A. That argument was over the sick-pay not coming and the

insurance check.
Q. So that would have been about 11:00 a.m.?
A. Right.
Q. And where did that argument occur, at home?
A. Yes.
Q. So it would have been after you returned from the post office?
A. Right.
Q. And then after that, take me again ---.
A. Then Larry left and went out to work.
Q. Larry went to do what?
A. Out to Powdered Metals ---
Q. Okay.
A. --- to talk to them about the check from the sick-pay.
Q. How did he go there? Did he take his truck?
A. He took his truck.
Q. What kind of truck did he have then?
A. It's a Toyota pickup.

Q. Toyota? And what color was it?
A. Gray.
Q. And what was your car?
A. Blue Ford Escort.
Q. What year, if you remember?
A. No, I just write checks out for the things. I think it's maybe an '84 or '89.
Q. So after the first argument, he told you he was going to work to talk about his sick-pay; is that right?
A. Uh-huh (yes).
Q. And you stayed home?
A. Yeah.
Q. Was your son still there?
A. No, he was gone.
Q. Did he leave while you were in town or at the post office?
A. Yeah. He was gone before we come back home.
Q. All right. So, you're home alone?
A. Right.

Q. Then what, what do you do?
A. Called my mom and told her I was going to take a nap, and I curled up on the couch. I had work that night.
Q. So you were scheduled to go into work that night?
A. That night.
Q. To start at what, 11:00 p.m.?
A. Yes.
Q. So you're taking a nap on the couch, and what's the next thing you remember?
A. Larry came home from out at work and ---.
Q. Then what?
A. Then we argued again.
Q. About what?
A. He'd had a couple beers, he was a little mad about the money from the sick-pay out.
Q. So he had money with him?
A. Right.
Q. Not a check, but money?
A. Money.

Q. And what did he tell you about that? Did he say, here I got my sick-pay?
A. Yeah, that's what he said.
Q. How would he have cashed that, or where?
A. The bank I would imagine?
Q. So it had to be CSB Bank?
A. Yeah.
Q. What branch do you usually use?
A. K-Mart Plaza.
Q. So you said he got his sick-pay and you could smell some alcohol on him?
A. Uh-huh (yes).
Q. And did you ask him about that?
A. No.
Q. Where have you been, what have you been doing?
A. I said, where have you been, what you been doing? And what I got is he was a little puffed up.
Q. What did he tell you when you

asked him that?
A. I don't know if he answered me or not.
Q. Did you have any idea where he might have been?
A. Probably the Eagles.
Q. Did he spend a lot of time there?
A. He stopped daily for a beer or two.
Q. I don't want to guess what happened. What I understand from what you said, however, is that he basically woke you up from your nap when he returned?
A. Uh-huh (yes).
Q. And he had cash. He told you he had gotten his sick-pay check and you assumed that he cashed it somewhere because he had cash money; right?
A. Uh-huh (yes).
Q. Do you remember how much he had?
A. I think like $500.

Q. And you could smell some alcohol on him?
A. Uh-huh (yes).
Q. Did he appear to be intoxicated, or in any way under the influence?
A. No. No.
Q. So tell me, what did you and he talk about then?
A. The insurance thing. I was still mad about that. I'm one of these people, when I get a little tuned it stays there. And then he was going, and I was mad because he had had a couple beers, and just kind of that's what we went around about. And nothing was his fault, and nothing I said was right, and so we argued some more.
Q. Did you guys argue a lot, or was this something that was rare?
A. On occasion. No, on occasion. Not often, I wouldn't say a weekly basis thing, but on occasion.
Q. So, what time was it, if you

know, that this second go around took place?
A. I would say between 1:30 and 2:00. And I'm not sure of it.
Q. How long did you two guys argue on this second occasion?
A. Probably not long, 10, 15 minutes.
Q. Was there any physical ---?
A. He hit me.
Q. He hit you?
A. Then he slapped --- I dropped a cigarette, I picked it up, ran my hand across it, put it in the ashtray, and out the door I went.
Q. And you left?
A. I left.
Q. When he hit you, you took off?
A. Right.
Q. Did you know where you were going?
A. No. I got in the car, didn't have any cigarettes, so I headed for town. I went to the store, I bought cigarettes, I went to the bank, took

$500 out to pay my light bill because it was late, and then I ---.
Q. Let me interrupt you, you said you went to town, you went to Clearfield?
A. I went to Clearfield Sheetz and Industrial Park.
Q. And you cashed a check at the ---.
A. I went to my bank and cashed the check for $500 down to cash.
Q. That would have been this check that was attached to the letter from Mr. Pentz?
A. Right.
Q. July 30, 1999. Check number, was it 460?
A. Yes.
Q. And this was cashed at, it looks like July 30, 1999, 2:59. See that little stamp there?
A. Yes.
Q. One minute until 3:00 in the afternoon.
A. Right.

Q. So that's where you were, cashing this check at your branch at the K-Mart Plaza?
A. Right.
Q. Then where did you go?
A. Well, then I turned around and took the long way back to my mother's house.
Q. Okay. What time did you get to your mom's house?
A. I don't know, 3:15, 3:30. I wasn't looking at my watch.
Q. And so, that kind of brings us back to where we were ---
A. Back to where the fire was.
Q. --- and that's when your son ---.
A. In-Law.
Q. --- in-law, Mike Fitzpatrick, said words to the effect that, gee, I'm glad you're there, your safe, your house is on fire?
A. Right.
Q. How far is your mom's from your house?

A. A mile and a half.
Q. But there was nobody home when you got there?
A. No, they were at the fire.
Q. Okay. So somehow they heard about it before you?
A. Right. They thought I was on the couch, sleeping.
Q. What did you do after hanging up the phone from the conversation with your son-in-law?
A. I drove over to the fire.
Q. It took you, literally, a minute or less, or somewhere in that neighborhood?
A. Somewhere.
Q. And when you got there, what did you see?
A. Well, I couldn't get down the street. There was fire trucks everywhere. My son was standing in the middle of the street bawling. My niece, that my mother raises, was standing there with her daughter, bawling. They all thought I was on

the couch. They had my mother on the neighbor's porch with oxygen, so that's where I went to.
Q. Did you see your husband anywhere?
A. He pulled in right behind us and came up the road.
Q. Do you know where he had been from the time that you left the house until the time that you next saw him?
A. No.
Q. Did you ever ask him?
A. Afterwards.
Q. What did he tell you?
A. He said he went to the club.
Q. I understand your house is surrounded by neighbors on all sides, except the back, where there is a creek. Is that pretty fair?
A. There's a trailer down there by the creek. My daughter lives in it.
Q. Okay. Do you know the names of your neighbors around you?

A. Most of them.
Q. And what are their names?
A. Smills (phonetic) live to the one side. You know, I don't remember the neighbor on the left side. I know Smills live --- I'm drawing a total blank here. It's been a year and I haven't even been over there, so ---.
Q. Understood.
A. Haywards (phonetic) live across the road from us, and the guy on the right side of me, I know his --- I can't tell you his name, I just never remember it.
Q. Anyone else in the ---?
A. There's another trailer up the road who has little kids, but I don't know their names.
Q. Okay. Did you ever have any trouble with your neighbors?
A. No.
Q. Did you ever think any one of them would say anything to try to get you or your husband in trouble,

either in general or having to do with this fire?
A. I would hope not.
Q. Did you ever give them any reason to, you know, lie or make stuff up about you, to get even or get back at you, or anything of that nature, to your knowledge?
A. Not to my knowledge. I mean, Larry's called the cops a couple times on the kids running four-wheelers. But, I mean, other than that, we never have any problems with neighbors.
Q. Did you ever have any vandalism or malicious mischief done to your house, or ever any prior attempt to burn it, or destroy it, or hurt it in any way by anyone?
A. No.
Q. Did you ever have any such problems in your neighborhood as long as you lived there?
A. The neighbor had a car stole two weeks before.

Q. Did they ever find out who stole it?
A. The neighbor's son down the road. Two houses down. But those boys have been in some trouble.
Q. Like what?
A. Well, the oldest boy was into drugs and was in jail, and the youngest boy was caught with drinking. So he was on probation. And Larry had scolded them all once or twice, but I mean, they all came back to my house and was fine, you know, and they were there with my son.
Q. Okay. Was there any gasoline, or kerosene, or similar products in your house, as far as you know from the time you left just before the fire?
A. Kerosene lamps all through the living room.
Q. You have kerosene lamps in your living room? Why would you have kerosene lamps in your living

room, just like a collector thing?
A. They were decorative, collectors kerosene lights that ---.
Q. And you had kerosene in them?
A. Yeah, colored kerosene.
Q. What did you heat your house with?
A. Oil. I had kerosene that we ran in the wintertime sometimes to help.
Q. Who did you get your oil from, or heating oil?
A. I'm trying to think.
Q. Was it a local ---?
A. I think it's Budget something.
Q. Would you have paid for that out of your checking account?
A. Yeah.
Q. So if we got copies of your canceled checks, or your whatever, we'd be able to see, probably, the name of the oil company?
A. Yeah.
Q. You used home heating oil?
A. Yeah, unless we ran out and I

didn't want to buy a tank, and they would go get kerosene and dump it.
Q. But you didn't routinely burn kerosene in your ---?
A. No. No.
Q. But I understand that you can, in a pinch, use the kerosene?
A. Use it, yes.
Q. And you did have kerosene space heaters?
A. Yeah, just one.
Q. I assume that on July 30th, 1999, you were not using a kerosene heater?
A. Uh-uh (no). It was on the back porch?
Q. And you didn't have any kerosene stored anywhere in the premises? You did have the kerosene lamps, but you didn't have any kerosene stored anywhere else?
A. No.
Q. Do you know if there was any oil or anything in your tank at the time of the fire, because sometimes

people let them run dry in the summertime?
A. I think there was some in there. I don't know for sure.
Q. All right. Did you ever have any problem with your heating system, your electrical system, short circuits, or furnace cutbacks or anything in the time that you lived there?
A. The furnace was two years old. Jay Pry put that in. Pry put the furnace in two years before that.
Q. Who installed the furnace, do you remember?
A. Jay Pry and Son?
Q. Jay Price?
A. Pry. P-R-Y, and Son.
Q. Pry and Son, okay. And I assume that it didn't give you any problems?
A. Uh-uh (no), no.
Q. Did you lock your house routinely when you left it, or did you leave it open?

A. It was open.
Q. Was there any particular reason why you didn't lock it?
A. I just don't lock --- I didn't feel there was any reason. I trust people.
Q. And you never had any problems with break-ins or anything like that, so ---?
A. No.
Q. By the way, did you know your son was going up to your grandparents' that day?
A. Yes.
Q. Okay. He said, mom, I'm going, or something like that?
A. Yes. I talked to him when I came back home. He was there. They were going to town. They called and said they were going to go to town later and he was going with his grandmother.
Q. You said they called later. Who, and when did they call?
A. Patrick called, probably

around noon, 1:00, said that they'd be going to town in the afternoon and he was going with his grandmother.
Q. So you talked to him at that time?
A. Right.
Q. Did you or your husband have any cell phones or car phones?
A. No.
Q. Did you have just one phone in the house?
A. There was two, well, one number.
Q. One phone line with one number?
A. For one phone line, yes.
Q. Who was your phone company?
A. Bell Atlantic.
Q. Other than the call you made to your mom, and that would have been a local call, wouldn't it?
A. Right.
Q. Did you make or receive any long distance calls the day of the

fire?
A. Not that I remember.
Q. Have you talked to any of your neighbors about what they may have seen, or what they might have known about this fire?
A. Me?
Q. Yes.
A. No.
Q. Have you been questioned by investigators, state police, and other investigators?
A. We talked to the fire marshal and we talked to the fire marshal that Friend, Cove had hired.
Q. What did they tell you about their investigation, that you can remember?
A. That they were just trying to find the cause.
Q. Did they ever indicate to you that this was an intentionally set fire, that they had ruled out any accidental ---?
A. They told me they did.

Q. What did you think when you heard that?
A. I wanted to throw up.
Q. Did you wonder who could have done it?
A. Right.
Q. Did you have any thoughts about who could have done it?
A. No, I didn't. I just couldn't imagine anybody setting a fire to the house or why.
Q. Have you ever separated or filed for divorce from Larry?
A. No.
Q. Have you ever been charged with or convicted of any felonies, criminal felonies?
A. No.
Q. Have you ever been charged with or convicted of any misdemeanors involving dishonesty, like bad checks, or receiving stolen property, or theft, or anything like that?
A. No.

Q. Do you have any idea who started this fire?
A. No, I don't.
Q. When you left after Larry slapped you, and you got in your car, how did you leave? Did you leave quietly, or did you kind of, you know, hit the gas and pull out?
A. It was probably a little loud. I pulled into the neighbor's, turned around, and I probably gunned it going down the road, I mean ---.
Q. Did you look in your rearview mirror or see if he was following you?
A. He was standing on the porch, heading for his truck.
Q. He was standing on the porch and he was heading for his truck?
A. So I just kept right on going.
Q. Did you see him get in his truck and leave?
A. No, I was out the road.
Q. You were gone?
A. Gone.

Q. Bear with me here just a moment. Did you have any credit cards at the time of this fire ---?
A. No.
Q. --- or within a year prior to the fire?
A. No.
Q. Were there any car loans on either of your vehicles?
A. The credit union is what the trucks was on, but they didn't hold title. It was just a personal loan. That's what that loan was.
Q. Were there any other loans or credit accounts that you were making monthly payments on, besides mortgage, personal loan from Beneficial, and a credit union at the time of the fire?
A. I had a Sears card.
Q. Do you know how much the balance was at the time?
A. $800.
Q. Any others?
A. Uh-uh (no).

Q. No?
A. No.
Q. Do you know how much your husband's sick-pay, paid per week or per month, or however they paid it?
A. I'm trying to think. See, he usually got them all in a lump sum. It was like $600, I think, for the month.
Q. And as far as the Allstate automobile insurance, do you remember how much they had been paying?
A. They hadn't paid anything yet.
Q. Up to that point, they hadn't paid?
A. Up to that point, they hadn't paid.
Q. You didn't set this fire, did you?
A. Me?
Q. Yes.
A. With my three cats, birds, I rather doubt that.
Q. I have to ask.

A. I know. I'm insulted. I loved those animals dearly and it's like ---.
Q. I'm sure you did. When you say your animals, I mean, were those your pets?
A. Yeah, I worked eight years with the shelter. Everyone of those I hauled home was mine. I mean, my husband and the one cat we're attached to, but, I mean, there was something special about each one of these animals.
Q. And the dogs, they were okay, though?
A. Yes.
Q. Were they used as guard dogs or did they ---?
A. No.
Q. Do they bark?
A. They laid on the couch --- yeah, they barked.
Q. If a stranger came to the house, they'd usually bark.
A. In the house. Outside, they

barked at everything.
Q. Okay. Yes, I have a neighbor with dogs like that, too. I'm almost done. Who is taking care of Larry's medical expenses now?
A. Now? He went through the VA and he just got a medical card.
Q. I understand he has had surgery on his neck from Doctor ---
A. Welsh.
Q. --- Welsh in Pittsburgh?
A. Right.
Q. And that was before the car accident?
A. Right, that was under his health insurance at Powered Metals.
Q. Then after the accident, he had some treatment?
A. Yeah.
Q. But he hasn't had another surgery?
A. No.
Q. Is he still under the care of any doctors?
A. Yeah.

Q. You mentioned Mary Lesko (phonetic).
A. Yeah. Lesko.
Q. That's a family doctor?
A. She's an internist, yeah. But that's what we use her for, yeah.
Q. And Welsh?
A. Welsh is still --- he still has one more visit with him. But he's due for --- he just had an MRI and another scan, so we don't know where that's going.
Q. Did you continue to work after the fire?
A. Yes.
Q. Are you still working there, or are you somewhere else?
A. No, no, no. No, they laid me off and I went to Appalachian Wood.
Q. What do you do for them?
A. Lifted a lot of wood, matched wood and heavy wood. And then February I decided to take a C&A course. I took it and now I'm doing C&A work out at Presbyterian.

Q. A little better than ---
A. Lifting wood.
Q. --- lifting wood. Has Larry worked anywhere since his ---?
A. No, the doctor told him about this disability this October.
Q. Social Security Disability?
A. Social Security, in October so he filed for that.

ATTORNEY DUGAS:

All right. I don't have any other questions. I am going to ask --- I am going to send some authorizations. I am going to ask that you sign them, and I'll send them to Mr. Pentz as soon as I get back to the office because I need to take a look at some of your bank records and get the 1998 tax return that wasn't provided because apparently it was burned in the fire, and a few other items. And we will continue the investigation

with those things. In the meanwhile, the Court Reporter is going to prepare a typewritten transcript of this examination under oath. You have the right to review it and make sure that it is correct and accurate, signing a page to that effect, or making corrections if you believe necessary. Or you can waive the reading and signing of the transcript and I'll let Mr. Pentz give you guidance on that.

ATTORNEY PENTZ:

Mr. Green waived it. I will tell you that it has been my experience that the Court Reporters are very good. You might see a name spelled differently than what you would, but as to the substance, I certainly do not see a legal need. And it

moves things along.

A. That's fine with me.

ATTORNEY PENTZ:

So then on behalf of my client, we'll waive that.

ATTORNEY DUGAS:

And we are done for the day. Thank you for coming in.

* * * * * * * *

STATEMENT CONCLUDED AT 1:13 P.M.

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MICHAEL A. SOSNOWSKI

July 14, 2000

Our Reference: #7947 OH

Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

Re: Larry and Cathy Green vs. Friends Cove Mutual Insurance Company

Dear Mr. Pentz:

As I told you at the examinations under oath conducted in this matter, I am now providing authorizations which require signatures of your clients. The authorizations will be used to obtain employment records from Clearfield Powered Metals, Murata Electronics, FCI Electronics, medical records of Dr. Mary Lesko, insurance records from Allstate and a copy of the insureds' bank statements from CSB Bank over the last 12 months preceding the fire. Please have each of these duly executed authorizations returned to me at your earliest convenience. In the meanwhile, the investigation into this loss and claim is continuing subject to all policy defenses and rights afforded to the Friends Cove Mutual Insurance Company.

Thank you.

Very truly yours,

Stephen L. Dugas

SLD:slh
Enclosures

EXHIBIT
"P"

PROOF OF SERVICE

I, STEPHEN L. DUGAS, hereby certify that a true and correct copy of the foregoing **REQUEST FOR ADMISSIONS** was served this **17TH** day of **July, 2001** upon the following:

Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L . DUGAS, ESQUIRE
PA. I.D. No. 21351
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

FILED

JUL 19 2001
m 10:44 no cc
William A. Shaw
Prothonotary

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

LARRY J. GREEN and CATHY A. GREEN,	No. 01-10-CD
Plaintiffs,	JURY TRIAL DEMANDED
vs.	
FRIENDS COVE MUTUAL INSURANCE COMPANY,	TYPE OF PLEADING: **MOTION FOR SUMMARY JUDGMENT**
Defendant.	FILED ON BEHALF OF DEFENDANT: **FRIENDS COVE MUTUAL INSURANCE COMPANY**
	COUNSEL OF RECORD FOR THE NAMED PARTY:
	PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT **STEPHEN L. DUGAS, ESQUIRE** **PA I.D.#: 21351** P. O. Box 533 Hollidaysburg, PA 16648-0533 (814) 696-3581 FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE WITHIN WAS MAILED TO ALL PARTIES OF RECORD ON SEPTEMBER 12, 2001.

Attorneys for Named Defendant

FILED

SEP 13 2001

William A. Shaw
Prothonotary

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendants.	: JURY TRIAL DEMANDED

MOTION FOR SUMMARY JUDGMENT

NOW, comes Defendant FRIENDS COVE MUTUAL INSURANCE COMPANY and by and through its attorneys, PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT, files this Motion for Summary Judgment pursuant to Pa. R.C.P. Rule 1035.1 et sec., wherein the following is a Statement:

1. The above captioned action was commenced by Complaint filed on January 3, 2001.

2. Defendant filed an Answer and New Matter on February 1, 2001.

3. Plaintiff's Reply to New Matter was filed on or about March 12, 2001, and the Pleadings were thereby closed.

4. Discovery has consisted of depositions taken by Defendant on May 10, 2001, from the following witnesses:

Debbie Smeal, Spruce Street, Woodland, PA 16681
Trooper Carl Medsger, Pennsylvania State Police
Michael Fitzpatrick, P.O. Box 147, Woodland, PA 16681
Virginia Hayward, Box 126, Woodland, PA 16681

5. Discovery has also included a Request for Admissions served by Defendant on Plaintiffs on July 18, 2001. Plaintiffs have not filed any Answer nor Objections to Defendant's Request for Admissions, and the time for doing so has expired, thereby resulting in an admission of each of the matters set forth therein.

6. Under Pa. R.C.P. Rule 1035.2, after Pleadings are closed, any party may move for Summary Judgment as a matter of law whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense, which could be established by additional Discovery or expert report, or, a party who bears the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense, which in a jury trial would require the issues to be submitted to a jury.

7. Under Pa. R.C.P. Rule 1035.1, the record to be reviewed including the Pleadings, Depositions, Answers to Interrogatories, Admission and Affidavits.

8. In connection with the Pleadings, the following matters have been admitted:

Complaint/Answer:

Paragraph 1. Admitted.
Paragraph 2. Admitted.
Paragraph 6. Admitted.

New Matter/Reply:

14. On August 6, 1999, Plaintiffs provided a "Non-Waiver Agreement" to Defendant, under which Defendant continued its investigation into the facts and circumstances of the claim. A copy of the said Non-Waiver Agreement is attached hereto, marked "Exhibit C" and made part hereof.

15. In addition to the investigation instituted and conducted by Defendant into the loss giving rise to the claimant, the Pennsylvania State Police also commenced and conducted an investigation, conducted primarily by Trooper Carl P. Medsger.

16. By letter dated August 9, 1999, the Pennsylvania State Police Bureau of Criminal Investigation notified Defendant, in accordance with the Arson Reporting Immunity Act, that their investigation was proceeding, and did request to be supplied with pertinent policy information and any other relevant information or evidence in Defendant's possession relating to the fire loss giving rise to the claim. A copy of the letter is attached hereto, marked "Exhibit D" and made a part hereof.

17. By letter dated August 19, 1999, Defendant advised the Plaintiffs that a further investigation was being conducted, identifying Tsikalas Investigations as the investigator and requesting the cooperation of Plaintiffs with respect thereto. A copy of the said letter is attached hereto, marked "Exhibit E" and made a part hereof.

18. By letter dated September 30, 1999, Defendant advised the Plaintiffs of the status of the investigation being conducted into the loss, giving rise to this claim. A copy of that letter is attached hereto, marked "Exhibit F" and made part hereof.

19. Defendant was advised that Plaintiffs had retained Chris A. Pentz, Esquire as their counsel by letter dated October 29, 1999, in which counsel requested a copy of the Plaintiffs' insurance policy. A copy of this letter from counsel is attached hereto, marked "Exhibit G" and made a part hereof.

20. By letter dated December 22, 1999, Defendant advised Plaintiffs' counsel of the status of the investigation, and did provide a specimen copy of the policy in effect at the time of the loss. A copy of this correspondence is attached hereto, marked "Exhibit H" and made a part hereof.

23. As a result of the information developed in the course of the investigation by Defendant into the fire giving rise to the claim, Plaintiffs were notified by letter dated February 8, 2000 that the claim they had submitted pertaining to the fire was being denied, and setting forth pertinent sections of the policy upon which Defendant was premising the denial of the claim. A copy of the said letter is attached hereto, marked "Exhibit I" and made a part hereof.

25. In furtherance of the additional investigation conducted subsequent to February 8, 2000, Plaintiffs provided examination under oath on July 11, 2000.

28. Among other things, the policy of insurance at issue states the following:

> 8. **Suit Against Us**. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

30. The policy of insurance at issue also contains the following provisions in

SECTION NO. 1-PERILS INSURED AGAINST

Coverage A-Dwelling and Coverage B-Other Structures

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:...

3. Excluded under Section I-Exclusions.

Coverage C-Personal Property

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in Section I-Exclusions.

31. The policy at issue contains the following specific exclusions from Coverage A, B and C:

SECTION NO. 1-EXCLUSION

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of the loss.

h. Intentional Loss, meaning any loss arising out of any act committed:

(1) by or at the direction of an "insured"; and

(2) with the intent to cause a loss.

32. The policy of insurance at issue also contains the following specific conditions precedent to any liability on the part of the Defendant:

SECTIONS I AND II-CONDITIONS

2. Concealment or Fraud

a. Under Section I-Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section 1-Property Coverages if, whether before or after a loss, one or more "insureds" have:

(1) Intentionally concealed or misrepresented any material fact or circumstances;

(2) Engaged in fraudulent conduct; or

(3) Made false statements:

relating to this insurance.

9. Under Pa. R.C.P. Rule 4014(a), a party may serve upon any other party a written request for the admission of the truth of any matters that relate to statements or opinions of fact, or the application of law to fact, including the genuineness, authenticity, correctness, execution, signing, delivery, mailing or receipt of any document described in the request.

10. Under Pa. R.C.P. Rule 4014(b), each matter of which an admission is requested is deemed admitted, unless, within thirty days after service of the request, the party to whom the request is directed serves upon the requesting party an Answer or an Objection.

11. Under Pa. R.C.P. Rule 4014(d), any matter admitted under Rule 4014(b) is conclusively established, subject to withdrawal or amendment of the Admission with leave of Court.

12. Inasmuch as the Plaintiffs have filed no Response, whether by Answer or Objection to any of Defendant's Request for Admissions, each of the twenty Requests contained therein are admitted. A true and correct copy of the Request for Admissions, as well as all of the documents referred to therein, have been filed separately with the Prothonotary, concurrent with the filing of the within Motion.

13. In addition to the unequivocal Admissions set forth in above, Plaintiffs have also admitted other relevant facts, as follows:

New Matter:

21. At the conclusion of the investigation conducted by Tsikalas Investigations, a report was supplied to Defendant containing, among other things, the following conclusions:

    a. The fire that occurred at Plaintiffs' residence on or about July 30, 1999 was of intentional incendiary origin;
    b. The said fire was propagated by the use of a liquid accelerant, said accelerant being either a kerosene class

product or isoparaffinic product, which would include kerosene, charcoal starter, torch fuel, lamp oil, solvent, paint thinner or camping fuels among others;

c. Based on the time and point of origin, statements obtained from witnesses, including statements obtained from the Plaintiffs and others, the incendiary, non-accidental nature of the cause and origin of the fire, and consideration of all other relevant circumstantial evidence, the fire giving rise to the claim was intentionally and deliberately set by plaintiff Larry Green.

24. In order to provide Plaintiffs and their counsel with every opportunity to provide an adequate explanation or defense to the findings and conclusions of the Pennsylvania State Police and Tsikalas Investigations as to the cause and origin of the fire giving rise to the loss and claim, the Defendant solicited, an ultimately received from the Plaintiffs, a signed, notarized Proof of Loss and Personal Property Inventories. A copy of the Plaintiffs' Sworn Statement and Proof of Loss, notarized on May 25, 2000, is attached hereto, marked "Exhibit J" and made a part hereof.

26. At no time have Plaintiffs provided any sufficient or satisfactory explanation of the cause and origin of the fire giving rise to this claim and suit other than the conclusion reached by Tsikalas Investigations. Accordingly, at no time has Defendant ever rescinded the denial of coverage as set forth in the said letter of February 8, 2000 prior to the filing of suit in the instant case.

Reply:

21. Paragraph 21 is admitted in part and denied in part. It is admitted that the fire was of an intentional incendiary origin propagated by the use of a liquid accelerant. It is denied that the Plaintiffs had any involvement and/or knowledge of the fire.

24. Paragraph 24 is admitted in part and denied in part. It is admitted that the Sworn Statement and Proof of Loss marked Exhibit "J" was provided by the Plaintiffs. It is denied that it was given in any way to explain or defend any findings or conclusions of the Pennsylvania State Police and/or Tsikalas Investigations.

26. Paragraph 26 is admitted in part and denied in part. It is admitted that the Defendant has never rescinded its denial of coverage. It is denied that the Plaintiffs have failed to provide sufficient and satisfactory explanation of the origin of the fire in that the Plaintiffs have maintained all along that the fire was an arson caused by a third party in which they have no knowledge or involvement of the specific acts of the arson.

14. Under the terms and conditions of the policy of insurance upon which suit has been brought, no insurance was provided for any loss caused directly or indirectly by "neglect" (meaning neglect of an insured to use all reasonable means to save and preserve property at and after its time of the loss), or "intentional loss" (meaning any loss arising out of any act committed by or at the direction of an insured with the intent to cause a loss.)

15. As defined in the policy, Plaintiffs are both an "insured".

16. The Plaintiffs have admitted that the fire giving rise to the loss "was of an intentional incendiary origin propagated by the use of a liquid accelerant.", and have admitted that they were notified by a letter on February 8, 2000, that the claim they had submitted pertaining to the fire was being denied, and that "The Defendant has never rescinded its denial of coverage."

17. The deposition of Carl Medsger established that he was the official Pennsylvania State Police Fire Marshall at the time of this fire, conducted his investigation pursuant to such authority, and determined to a reasonable degree of professional certainty that the fire, which is the subject of the within litigation was "started by an accelerant (that) had been poured on the living room floor and then ignited, and that "possibly (Plaintiffs) had something to do with it because of the close proximity, the time when the fire started and they were there and the money problems that they were having." (Medsger Deposition, Pages 35-37).

18. Plaintiff Larry J. Green has testified, under oath, that he did not start the fire, nor did he have any suspicion of anybody or any reason to suspect anybody who might have intentionally started the fire in his house (7/11/00 Examination Under Oath, Page 85); that his wife, Plaintiff Cathy A. Green, had left the premises fifteen minutes before he did (7/11/00 Examination Under Oath, Page 67); that he left "right after she did" (7/11/00 Examination Under

Oath, Page 69); at the time he left he was not aware of any fire burning anywhere in the premises; (7/11/00 Examination Under Oath, Page 79); that there was no kerosene, gasoline or any similar petroleum-type products in his house at the time he left it (7/11/00 Examination Under Oath, Page 71); that there was some gasoline stored in a locked shed behind the house, and some kerosene in the fuel tank for the heating system in the basement of the house, but there was no other kerosene, gasoline or similar petroleum product in the house at the time of the fire (7/11/00 Examination Under Oath, Pages 83-84).

19. Plaintiff Cathy A. Green has testified under oath, that at the time she left the house prior to the fire, there was a quantity of decorative kerosene lamps, which contained colored kerosene, "...all through the living room" of the premises (7/11/00 Examination Under Oath, Page 51); that the house was heated with oil, not kerosene "...unless we ran out and I didn't want to buy a tank, and they would go get kerosene and dump it." (7/11/00 Examination Under Oath, Pages 52-53); that she and Plaintiff Larry Green had argued about money, and he had slapped her, whereupon she got in her car and left, and the last thing she observed as she was leaving was her husband "standing on the porch, heading for his truck" although she did not actually see him enter his truck or leave because she was already gone. (7/11/00 Examination Under Oath, Pages 44, 59).

20. At her deposition, Virginia L. Hayward testified that she lived directly across from the Plaintiffs' residence at the time of the fire (Deposition, Page 12); that she was seated in her house, reading when she heard a "boom", whereupon she looked out her double windows, saw Plaintiff Cathy A. Green drive away from her residence, returned to her reading, and shortly thereafter saw smoke coming out the second floor window of the Plaintiffs' residence, and simultaneously observed the truck customarily driven by Plaintiff Larry J. Green driving away

from Plaintiffs' residence. (Deposition, Pages 17-18, 30-32).

21. Under the terms of the policy of insurance upon which suit has been brought, all coverage for the loss and claim at issue is excluded because the same were caused directly or indirectly by Plaintiffs' neglect or intentional act, or because the Plaintiffs intentionally concealed or misrepresented a material fact or circumstance about the fire, or made false statements in the Proofs of Loss and Examinations Under Oath provided.

22.In addition to coverage being excluded by the terms of the policy upon which suit has been brought, the Plaintiffs failed to commence their action within the contractually mandated period of one year after the date of loss.

23. Defendants have raised the exclusions against coverage and the suit limitations clause as affirmative defenses under New Matter, as required by Pa. R.C.P. Rule 1030(a).

WHEREFORE, FRIENDS COVE MUTUAL INSURANCE COMPANY requests that Summary Judgment be entered in its favor, and the Plaintiffs' Complaint against it be dismissed, with prejudice.

PFAFF, MCINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE
PA. ID. No. 21351
P.O. Box 533
Hollidaysburg, PA 16648
814/696-3581

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

LARRY J. GREEN and CATHY A. GREEN,		: No. 01-10-CD
	Plaintiffs,	: JURY TRIAL DEMANDED
vs.		:
FRIENDS COVE MUTUAL INSURANCE COMPANY,		: TYPE OF PLEADING: **REQUEST FOR ADMISSIONS**
	Defendant.	: FILED ON BEHALF OF DEFENDANT:
		: COUNSEL OF RECORD FOR THE NAMED PARTY:
		: PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT : **STEPHEN L. DUGAS, ESQUIRE** : **PA I.D.#: 21351** : P. O. Box 533 : Hollidaysburg, PA 16648-0533 : (814) 696-3581 : FAX (814) 696-9399

LARRY J. GREEN and CATHY A. GREEN,		: IN THE COURT OF COMMON PLEAS : OF CLEARFIELD COUNTY, PA
	Plaintiffs,	:
vs.		: No. 01-10-CD
FRIENDS COVE MUTUAL INSURANCE COMPANY,		:
	Defendant.	: JURY TRIAL DEMANDED

REQUEST FOR ADMISSIONS DIRECTED TO
PLAINTIFFS DATED JULY 18, 2001

To: Larry J. Green and Cathy A. Green
C/o Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

NOW comes Defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY, by and through its attorneys, PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT, and makes the following Request for Admissions pursuant to Pa. Rules of Civil Procedure Rule 4014, whereof the following is a statement.

You are hereby required to admit, pursuant to the Pennsylvania Rules of Civil Procedure, for the purpose of the above-captioned action, the following:

If your response to any Request for Admissions contained herein is other than an unqualified admission, please answer the following Interrogatory for each such response:

(1) All facts which you contend support your refusal to unqualifiedly admit the Request;

(2) For each such fact listed in response to subsection (1) above, identify all documents, notes, reports, memoranda, statements, photographs or any other tangible or intangible thing which supports your refusal to unqualifiedly admit the Request. This identification should be sufficient to identify the items listed in a

Request for Production; and

(3) The name, address, including consultants and/or experts, purporting to have any knowledge of factual data upon which you base your refusal to make an unqualified admission to the Request. The purpose of this Interrogatory is to have you reveal everything presently known by you to respond to the Request with an unqualified admission.

Do you admit:

1. On July 30, 1999, plaintiffs were insured under Policy Number 00043069HO, issued by Defendant, FRIENDS COVE MUTUAL INSURANCE COMPANY.

2. The document identified as "Exhibit A" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of the policy of insurance referred to hereinabove.

3. The document identified as "Exhibit B" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of the Declarations Page forming a part of the insurance policy referred to hereinabove.

4. The plaintiffs and defendant entered into a Non-waiver Agreement on August 6, 1999.

5. The document identified as "Exhibit C" and attached to Defendant's Answer and New Matter is a true, correct and complete copy of the Non-waiver Agreement referred to hereinabove.

6. The plaintiffs received the original letter dated August 19, 1999, a true, correct and complete copy of which is identified as "Exhibit E" and attached to Defendant's Answer and New Matter.

7. Plaintiffs received the original of the letter dated September 30,1999, a true, correct and complete copy of which is identified as "Exhibit F" and attached to the Defendant's Answer and New Matter.

8. On or prior to October 29, 1999, plaintiffs retained Chris A. Pentz, Esquire to represent their interests in connection with the fire occurring on July 30, 1999, and the claim against the aforesaid insurance policy arising therefrom.

9. The document identified as "Exhibit G" and attached to Defendant's Answer and New Matter, is a true, correct and complete copy of a letter authored by the said Chris A. Pentz, Esquire to defendants.

10. Plaintiffs' counsel received the original of the letter dated December 22, 1999, a true, correct and complete copy of which is identified as "Exhibit H" and attached to Defendant's Answer and New Matter.

11. Plaintiffs received the original of letter dated February 8, 2000, a true, correct and complete copy of which is identified as "Exhibit I" and attached to Defendant's Answer and New Matter.

12. Counsel for plaintiffs wrote a letter to defendant dated February 11, 2000, a true, correct and complete copy of which is attached hereto marked as "Exhibit J".

13. Counsel for defendant wrote a letter to counsel for plaintiffs dated March 9, 2000, which was received by counsel for plaintiffs on March 11, 2000, a true, correct and complete copy of which is attached hereto marked as "Exhibit K".

14. On May 25, 2000, counsel for plaintiffs wrote to counsel for defendant and a true, correct and complete copy of said letter is attached hereto marked "Exhibit L".

15. On June 13, 2000, counsel for defendant wrote to counsel for plaintiffs and a true, correct and complete copy of said letter is attached hereto marked "Exhibit M" and made a part hereof.

16. Plaintiff, Larry Green, appeared for and provided a Statement Under Oath on July 11, 2000.

17. Document marked "Exhibit N" and attached hereto, is a true, correct and complete copy of the transcript of the Statement Under Oath provided by plaintiff, Larry Green on July 11, 2000.

18. Plaintiff, Cathy Green, appeared for and provided a Statement Under Oath on July 11, 2000.

19. Document marked "Exhibit O" and attached hereto, is a true, correct and complete copy of the transcript of the Statement Under Oath provided by plaintiff, Cathy Green on July 11, 2000.

20. On July 14, 2000, counsel for defendant wrote to counsel for plaintiffs and a true, correct and complete copy of said letter is attached hereto marked "Exhibit P".

Pfaff, McIntyre, Dugas, Hartye & Schmitt

_____

Attorneys for Defendant

Stephen L. Dugas, Esquire
PA I.D. No. 21351
Post Office Box 533
Hollidaysburg, PA 16648
Ph: 814-696-3581

To the within named parties:
Larry J. Green and Cathy A. Green

You are hereby requested to plead to the enclosed **Request for Admissions** within thirty (30) days from service hereof or a default judgment may be entered against you.

_____

Attorneys for Defendant

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

February 11, 2000

Mr. Roger Foor
Friends Cove Mutual Insurance Co.
P. O. Box 646
Bedford PA 15522-0646

Re: **Larry and Kathy Green/Claim # 99-0339**

Dear Mr. Foor:

This is in response to your letter of February 8, 2000. Your letter indicates that the loss arose directly out of acts or series of acts committed by or at the direction of an insured. I would request that you provide me with the specifics as to this allegation. I would particularly like to know the following:

1. The individuals who committed the arson.
2. The means by which the arson was committed.
3. The person or persons who directed or acted with the person or persons committing the arson.

I would also request that you provide me with any information you have received from the several fire marshals' and Jim Tsikalas' investigations to which you refer in your letter.

Sincerely,

Chris A. Pentz

CAP/jms
cc: Mr. and Mrs. Larry Green

EXHIBIT
"J"

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT
P. O. BOX 533
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LOUIS C. SCHMITT, JR.
HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI
JOSEPH W. CAVRICH

March 9, 2000

Our Reference: #7947 OH

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

Re: Larry and Cathy Green vs. Friends Cove Mutual Insurance Company

Dear Mr. Pentz:

This letter is being supplied to you on behalf of Friends Cove Mutual Insurance Company relative to the above-referenced loss, in which you have undertaken to represent the insureds. Unless you advise to the contrary, all communication and correspondence on this matter will be directed to you, assuming that you will then convey its contents appropriately to your clients. To that end, please be advised that as part of the investigation into this matter, which is continuing, the Friends Cove Mutual Insurance Company hereby requests that your clients provide, within the next sixty days, a duly executed Sworn Statement in Proof of Loss, which sets forth, to the best of their knowledge and belief:

(1) the time and cause of loss;

(2) the interest of the insureds and all others in the property involved, and all liens on the property;

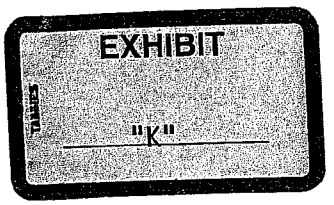
(3) other insurance which may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of damaged buildings and detailed repair estimates;

(6) an inventory of damaged personal property;

(7) receipts for additional living expenses incurred.



With respect to the inventory of damaged personal property, please make sure that it sets forth the quantity, description, actual cash value, and amount of loss, and attach all bills, receipts or related documents that justify the figures in the inventory.

For your convenience and that of your clients, I am enclosing herewith both a blank "Sworn Statement and Proof of Loss" and "Inventory Sheet" which will enable your clients to comply with these requests. Of course, by submitting these forms to you at this time, Friends Cove Mutual Insurance Company is not accepting any part of this claim as compensable under the insurance policy at issue, nor should you infer from the submission of these blank forms that the any part of the claim will be accepted. These forms are merely supplied for your convenience and that of your clients, to enable you to comply with the policy provisions requiring submission of these items to the Company.

In addition, the Friends Cove Mutual Insurance Company is also requesting that your clients submit to Examinations Under Oath while not in the presence of any other "insured," as required by the policy at issue, and to provide the following records or documents, and permit photocopies to be made thereof:

(1) copies of any and all other insurance policies covering any aspect of this los or any documents pertinent to the existence of any additional insurance coverin any aspect of this loss;

(2) copies of your personal income tax returns for the years 1996, 1997, 1998, and 1999, or if not filed, all W-2 forms, 1099s, pay stubs, or other indicia of income during the calendar year 1999, and to and through the present time;

(3) copies of documents, including cancelled checks, check stubs, letters or forms documenting all non-taxable income received by or on behalf of any "insured" commencing with January 1, 1997, to and through the present time;

(4) copies of your monthly bank statements, cancelled checks, ledgers or stubs used for recording checks or other working financial records which you kept, or were kept on your behalf, for the period commencing January 1, 1999 to and through the present;

(5) copies of any books of account or ledgers kept on behalf of any business in which you were an owner or part owner during the period commencing January 1, 1997 through the present, plus cancelled checks, copies of monthly bank statements and tax returns filed on behalf of any such business for the same period;

(6) copies of any promissory notes, including mortgage notes to which there was an outstanding balance at the time of this loss, which were given, endorsed, or guaranteed by any insured or any business in which any insured was an owner or part owner during the period commencing January 1, 1997 to and through the present time;

(7) any and all estimates or repair bills for expenses incurred as a result of the subject loss, or which were obtained for repair damage attributed to the subject loss;

(8) any photographs or videotapes which depict the structure damaged in the referenced fire loss both before and after the loss occurred;

(9) the original or photostatic copies of all loan papers, deeds, or other indicia o ownership and occupancy in the involved premises from the time you purchasec it until the time of the loss, including the mortgage, the mortgage note, agreements of sale, real estate listing agreements, leases, or subleases;

(10) any documentation reflecting prior insurance claims of any kind or nature whatsoever, except claims for benefits under health insurance policies;

(11) originals or copies of all documents indicating any loans outstanding from any source whatsoever to either insured, or any business, partnership, or individual proprietorship owned or operated in any way by either insured at the time of the loss;

(12) any documents reflecting the existence of any credit cards in the name of any insured at the time of the loss, or within the twelve months preceding the time of the loss, such as copies of monthly statements, receipts, or the actual credit cards;

(13) any documents whatsoever reflecting the activity of any insured on the date of the loss, including restaurant receipts, personal calendars, time sheets or punch cards from employment, and specifically including the originals or copies of all bills for telephone service provided to, or in the name of, any insured, including home telephones, mobile, car, or cellular phone service and/or pagers;

(14) any other documents which any insured believes to be relevant to the claim.

Transmission of as many of the documents listed above to me as soon as possible prior to conducting the examinations under oath will be of great assistance to all parties in expediting the amount of time required for conducting the examinations. I have no way of predicting how long these examinations under oath will take, and if additional time is needed to complete the examinations, rescheduling will be accomplished at the completion of the first day's examinations. Please contact me at your earliest convenience so that we may schedule a mutually convenient time, date, and place for these examinations.

Once again, please understand that by requesting compliance with these policy provisions, the Friends Cove Mutual Insurance Company is not making any representation, nor should you construe the same as an admission of liability on the part of the Company. No action previously taken by the Company, or anyone acting on its behalf relating to the investigation into this loss and claim, or the value thereof, shall be construed as an admission of liability on the part of the Company. To the contrary, the Company hereby continues to reserve each and every right afforded to it under and pursuant to the contract of insurance upon which

claim has been made, and it has, and shall continue to conduct its investigation subject to this reservation of all rights. No waiver of any term or condition of the contract of insurance at issue is implied by any act or statement heretofore or hereafter made by the Company or any of its representatives, unless a specific waiver is communicated to you, in writing, through this office.

I will look forward to hearing back from you, with respect to all of the above matters, and thank you for your anticipated cooperation.

Very truly yours,

Stephen L. Dugas

SLD:atd
Enclosures

cc: Roger Foor, Friends Cove Mutual Insurance Company
[Claim No.: 99-0339]

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
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P.O. BOX 552
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(814) 765-4000

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(814) 765-8142

May 25, 2000

Stephen L. Dugas, Esquire
P. O. Box 533
Holidaysburg PA 16648-0533

Re: **Larry and Cathy Green vs Friends Cove Mutual Insurance**

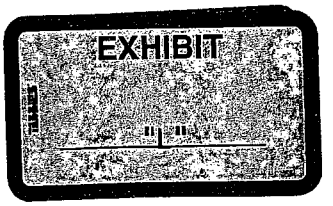
Dear Attorney Dugas:

Enclosed are the following:

1. Sworn statement in proof of loss
2. Policy Declaration page
3. Doug Bell Builders proposal
4. Inventory total page
5. Personal property inventory
6. 1996, 1997 and 1999 Tax Returns (1998 return destroyed in fire)

Please note the following responses to 1 through 14 of your letter of March 9, 2000:

1. None
2. See above
3. None
4. For the period 01/01/99 to 06/01/99, destroyed in fire
5. None
6. See #3 of sworn statement
7. See above
8. Pictures before - destroyed
   Pictures after - available for inspection
9. All of record/Owners records destroyed
10. All prior claims with Friends Cove Mutual Insurance Company
11. See # 6 prior
12. None
13. See enclosed check



14. None

Should you need anything further, please advise.

Sincerely,

Chris A. Pentz

CAP/jms
Enclosures

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT
P. O. BOX 533
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HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI

June 13, 2000

Our Reference: #7947 OH

VIA CERTIFIED MAIL AND REGULAR MAIL

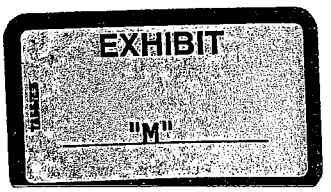
Chris A. Pentz, Esquire
211 1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830

Re: Larry and Cathy Green vs. Friends Cove Mutual Insurance Company

Dear Mr. Pentz:

This will acknowledge receipt of yours of May 25, 2000, with enclosures, including Sworn Statement and Proof of Loss. The purpose of this letter is to inform you that Friends Cove Mutual Insurance Company is accepting the Sworn Statement and Proof of Loss in compliance with the policy conditions concerning the filing of same. However, the acceptance or retention of the Proof, and supporting documentation supplied in conjunction therewith, is not, nor are you to construe it as a waiver of any defects which may contain, nor an admission or denial of any liability under the policy of insurance. Friends Cove Mutual Insurance Company reserves the right to make objections at a later date. Furthermore, Friends Cove Mutual Insurance Company expressly continues to reserve all of its rights under the terms and conditions of the contract of insurance at issue, and will require full compliance with all policy provisions in the presentation of all claims or the determination of actual cash value or loss and damage of and to any insured property. In addition, we are reiterating the initial request set forth in my letter of March 9, 2000 that the insureds appear for separate examinations under oath, as set forth in the Insurance Policy. I will be happy to conduct the examinations under oath at your office at a mutually convenient time and date. To that end, I would request that you call and let me know when you and your clients will be available. I would suggest that you allow an entire day for us to complete the examinations, as I have no way of predicting how long each examination under oath will take. If additional time is required, we can make arrangements to reschedule at the completion of the first day's examinations.

Again, the Friends Cove Mutual Insurance Company makes no representation, nor should you construe anything in this letter as an admission of liability on the part of the Company. No action previously taken by the Company, or anyone acting on its behalf relating to the investigation of this loss and claim, or the value thereof, should be construed as an admission of liability. To the contrary, the Company continues to reserve each and every right afforded to it under the contract of insurance upon which claim has been made, and shall



continue to conduct its investigation subject to this reservation of rights. No waiver of any term or condition of the insurance contract is implied by any act or statement heretofore or hereafter made by the Company or any of its representatives, unless a specific waiver is communicated to you, in writing, to this office.

I look forward to hearing from you, and arranging for the examinations under oath.

Thank you.

Very truly yours,

Stephen L. Dugas

SLD:atd

cc: Roger Foor, Friends Cove Mutual Insurance Company
[Claim No.: 99-0339]

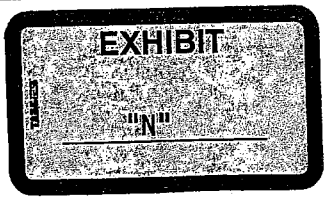
STATEMENT UNDER OATH

OF

LARRY GREEN

Taken on behalf of Friends Cove Mutual Insurance Company, taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 11:25 a.m.

Any reproduction of this transcript is prohibited without authorization by the certifying agency.



APPEARANCES

STEPHEN DUGAS, ESQUIRE
Pfaff, McIntyre, Dugas & Hartye
P.O. Box 533
Hollidaysburg, PA 16648
COUNSEL FOR INSURANCE COMPANY

CHRIS PENTZ, ESQUIRE
211 1/2 East Locust Street
Clearfield, PA 16830
COUNSEL FOR DEPONENT

INDEX

WITNESS: LARRY GREEN

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EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED
*One	Document	15

* NOT ATTACHED

OBJECTION PAGE

ATTORNEY	PAGE

NONE MADE

PROCEEDINGS

LARRY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. First thing, state your name please.

A. Larry J. Green.

Q. Mr. Green, as I've just told you, my name is Steve Dugas, I'm a lawyer. I've been retained by the Friends Cove Mutual Insurance Company to conduct what's known as an examination under oath. Basically, it's where I ask you questions and you answer those questions under oath. Everything is being taken down by this young lady who is a court reporter, And to make sure things go smoothly and that the things that are said here today are accurately reported and later typed up into the transcript a

couple of instructions or ground rules. First of all, if at any time you don't hear what I say or you don't understand the question I ask, you let me know and I will repeat it, have the court reporter read it back, or I'll try to phrase in a different way. If you do answer any one of my questions, I'm going to assume that you've heard it and that you've understood it and I'm also going to assume that the answer you've given is truthful, because you are under oath. Let me finish my question before you start your answer. When you do answer, please use words and not just the gesture or a shake of the head or something of that nature and try to avoid saying uh-uh when you mean no and uh-huh when you mean yes because sometimes if you put the emphasis on the wrong syllable between the time it leaves your mouth to the time it winds up on the transcript could

change your answer completely, so let's avoid that problem.

Now, your lawyer, Mr. Pentz, is here and you certainly have the right to consult with him at any time and he has the right to participate, if necessary. I want you to understand that the questions I am going to ask you are designed to provide me with information that is basically designed to assist the insurance company in processing and handling your claim. So I guess what it boils down to is you can't refuse to give an answer. You can say I don't know and you can tell me you don't recollect the answer to the question and that's okay as long as it's true. But you can't avoid giving an answer by claiming you don't remember if, in fact, you do because that's basically lying under oath. Now, those are the ground rules that we'll be using. Do you have any questions about it?

A. No.

Q. Good. First thing I want to do is show you some documents that Mr. Pentz provided and those were in response to a letter that I had sent, I think initially, let me make sure here, to him on March 9th, 2000. And what I want you to do, in the presence of your attorney, is go over this series of documents which is basically supplied with Mr. Pentz's letter of May 25, 2000. And I want you to make sure that all the information set forth on his letter and all the documents contained were, in fact, compiled and sent to me in response to that letter that I sent to him on March 9th, 2000.

WITNESS REVIEWS DOCUMENTS

BY ATTORNEY DUGAS:

Q. You just examined all the documents that accompany Mr. Pentz's May 25, 2000 letter. So now that you're familiar with the contents, I must ask you this, are the things

that are supplied in this series of documents, things that you've provided to Mr. Pentz, to respond to --- I earlier requested for documentation?
A. Yes.
Q Let me turn to the first document past the letter. It's a sworn statement and proof of loss. Of those two signatures, Larry J. Green is one of them. Did you sign that?
A. Yes, sir, I did.
Q. Is the information contained on that proof of loss information that you supplied?
A. To the best of my ability.
Q. And do you recognize the signature below yours on that document?
A. Yes.
Q. Whose is that?
A. That's my wife's name.
Q. The next document is a copy of what we call a declarations page,

referring to policy 00043069HO, Friends Cove Mutual Insurance Company. I understand that to be the policy of insurance in effect as of the time of this particular fire. Did you have any other insurance on the structure, on the contents or on the property located at P.O. Box 72, Widman (phonetic), PA at that time?
A. No.
Q. This was the only policy?
A. Yes, sir.
Q. Proposal for Doug Bell Builders is the next document. Did you obtain that from Mr. Bell or one of his employees to represent the replacement cost for the structure that was damaged in this fire?
A. From Doug Bell himself.
Q. And then there's a series of, and I didn't count them but quite a few pages of inventory forms containing a list of personal property. Is this your handwriting on these?

A. That's my wife's.
Q. Do you know how she came to compile this list? Did she have any other source, any other documents that she referred to?
A. The only thing we had was like we went to the store and got prices on them.
Q. Okay. Now, how did she come up with each item, was it by recollection, was it by reference to something, a picture, a photograph, cancelled check, something of that nature to help recall what particular piece of property may have been in what particular room of the structure?
A. Just recollection.
Q. And would that also be true in terms of the date of acquisition or purchase and the method of payment for each of those items?
A. Yes, sir, of what we thought was the date and the prices.
Q. Did you assist her in

compiling this personal property inventory schedule?
A. Yes.
Q. Did anyone else besides you and your wife participate in the preparation of this inventory schedule?
A. No.
Q. Was there any personal property or contents of the structure involved in this fire that was either damaged or destroyed as a result of the fire, or any that you saved or salvaged out?
A. No, everything got destroyed.
Q. And we have a series of tax returns, I believe, for '96, '97, and '99, yes, and then '98 return destroyed in the fire as represented by Mr. Pentz's letter. Where were you able to obtain the '96, '97, and '99 returns ---?
A. At H & R Block.
Q. What about the '98 return? Wasn't that done at H & R Block?

A. No.
Q. Do you know where that was done?
A. My aunt done that.
Q. She does not have a copy?
A. No.
Q. What I'm about to do is have the court reporter just mark this entire package as an exhibit to the examination under oath. Let her do that now.

(Exhibit Number One marked for identification.)

BY ATTORNEY DUGAS:

Q. Let me ask you some questions of a general nature now, sir, and we'll see what we come up with. So I am clear there was no other insurance on any of the property including the structure or its contents at the time of this, besides the Friends Cove Insurance?
A. That's all that we had.
Q. Do you know how long you had

been insured by Friends Cove prior to the fire?
A. To my knowledge it was about eight, nine years.
Q. Have you ever turned in any other claims for insurance proceeds for damage to property, not bodily injury, but damage to property, besides this one?
A. Just when the roof leaked, the ceiling and everything was coming down in the one bedroom there.
Q. And was that while it was insured by Friends Cove?
A. Yes.
Q. Did you file tax returns in 1998?
A. Yes.
Q. And that would be state and federal and local?
A. Yes.
Q. Other than the income from employment reflected on your tax returns for '96, '97 and '99, was there any other income of any nature

in your household during those same years, any, I don't know, you name it, interest, dividends from stocks or bonds, whatever, any kind of income whatsoever, public assistance, anything of that nature?
A. No.
Q. And in 1998 was all the income of any nature, taxable income, set forth on your tax return that you filed?
A. That's all we had just ---.
Q. During the calendar year January 1, 1999 right up through the date of this loss which was July 30th, did you have checking, savings or any other accounts in any banks with your name, either individually or with anybody else in existence?
A. No, just my wife and me.
Q. There was attached a cancelled --- apparently a cancelled check on an account in the name of Larry J. Green and Cathy A. Green, CSB Bank. Is this cancelled check drawn on an

account that was in existence at the time of this fire?
A. Yes.
Q. Is a joint checking account --- did you have any other accounts of any nature at any banks, checking, savings or, you name it, --- certificates of deposit, anything else, other than this one checking account?
A. No.
Q. Did you have any interest in any business or self-employment from January 1, '97 to the day this fire occurred?
A. No.
Q. Did you owe anybody or any institution money on the day this fire occurred? And I know that you owed Beneficial Mortgage Company money on the mortgage, as that's set forth on your sworn statement and proof of loss. Other than that, did you have any loans outstanding, personal, business or otherwise with

any bank, financial institution, person or any other type of entity?
A. That I'd recollect there would be another personal loan with Beneficial and to my credit union in State College where I used to belong to.
Q. Okay. Now, the mortgage with Beneficial, the monthly payment on that was how much?
A. If I'm not mistaken it was like $299 a month.
Q. And was that paid up current at the time this fire occurred?
A. To my best ability, yes.
Q. With the best of your recollection?
A. Yes.
Q. Personal loan at Beneficial Financial you mentioned. Do you recall how much per month that was?
A. Not right offhand, no.
Q. Do you recall what the purpose of the borrowing was?
A. To pay off other small loans

we had.
Q. Do you remember when you took out that loan with Beneficial?
A. No, I don't.
Q. Do you remember whether it was paid current at the time of the fire?
A. That I couldn't really tell you. My wife takes care of the bills.
Q. Okay. We'll ask her. And you mentioned a credit union?
A. Yes.
Q. What was the name of the credit union?
A. Oh, my. I couldn't really tell you right offhand.
Q. How did it come to be that you were a member of the credit union? Was it through employment or through some association or affiliation you had with some other group?
A. Through employment.
Q. And what employment was it that you were in at the time?

A. Murata Electronics, State College.
Q. Do you remember what your monthly payments to the credit union were, on that loan?
A. It varied.
Q. It varied based on what?
A. The balance.
Q. Do you remember what the monthly payment had been during the month prior to the fire?
A. $145 I think it was.
Q. Now, let me ask you this. Let's go back to the mortgage with Beneficial. Do you remember what the balance was as to the date of the fire?
A. No, not at that time.
Q. Do you remember how much you had originally borrowed from them?
A. It was like $17,000.
Q. And was that used to purchase this property?
A. Yes. That and to pay off some loans.

Q. How about the personal loan, I guess it was a debt consolidation type loan at Beneficial, do you know first of all, the amount that you borrowed originally?
A. I couldn't really remember right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Credit union --- do you remember how much you originally borrowed?
A. No, not right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Other than those three loans that we just talked about, the mortgage loan, the personal loan at Beneficial and the loan at the credit union, are there any other loans that were outstanding at the time of this fire?
A. Sears. We had a bill at

Sears.
Q. And that would be like a revolving charge account or was that a one-time purchase or ---?
A. One-time purchase.
Q. Okay. And what was the purchase?
A. When they need tires for vehicles and tools.
Q. Tires and tools?
A. Yeah.
Q. And do remember how much the original account was or how much the payoff was at the time of the fire?
A. No.
Q. Any other loans of any nature that you can think of at the time that you were obligated under?
A. Not that I remember.
Q. And you've already given me this Doug Bell repair estimate. Did you get any estimates with any other contractors with respect to repair, replacement or anything else --- to the structure as a result of this

fire or is this the only one?
A. That's the only one.
Q. Was there any photographs or videotapes that would have shown your house or the contents prior to the fire that you were able to locate at our request?
A. No.
Q. We did ask you to produce copies of the papers, of the loan papers and whatnot or your deed or what have you. I assume that you didn't have any of those.
A. No.
Q. Have you ever listed this property for sale at any time prior to the fire, from the time you first bought it?
A. No.
Q. Now, credit cards. Did you have any open credit cards at the time of this fire?
A. No.
Q. Had you had any credit cards within the three years prior to this

fire that either you closed out or was closed out by the card company?
A. No.
Q. Did you have any money set aside in any kind of account or certificate of deposit or stocks or bonds or anything else at the time of this fire, other than the money that you had in your joint checking account with your wife?
A. No.
Q. How about in a pension plan or anything like that, did you have?
A. No.
Q. Were you employed on the day of this fire?
A. No.
Q. Now, let me make sure I understand, other than the house contents where the fire occurred, the real estate and the checking account, and excluding automobiles, did you have any other personal assets of any nature at the time this fire occurred?

A. No.
Q. I was asking you about your employment. I'm sorry. Did you say you were employed?
A. No.
Q. When was the last time you had held down a paying job before the fire?
A. '98.
Q. Who did you work for then?
A. Clearfield Powdered Metals.
Q. Clearfield Powdered Metals?
A. Yes.
Q. What did you do for them?
A. Took materials off presses.
Q. Basically assembly line work?
A. Yes.
Q. How long had you worked for them?
A. Three years.
Q. Before that who did you work for?
A. Murata Electronics.
Q. How long did you work for Murata?

A. Six years.
Q. What did you do for them?
A. I was a --- maintenance.
Q. How far did you go in school, by the way?
A. I graduated high ---.
Q. High school?
A. Yes.
Q. You can read and write and understand English?
A. Yes.
Q. What was your reason your employment with Murata Electronics ended?
A. I got hurt there and I got fired.
Q. What was the nature of your injury?
A. Back.
Q. Did you receive Workers' Compensation?
A. No.
Q. Why not?
A. Because I didn't miss a days work over it.

Q. So you hurt your back but you didn't miss a day of work. How did it come about that you got fired?
A. That's a good question.
Q. That's why I ask.
A. I don't know.
Q. How were you told that you were fired, were you called in by the boss or were you sent a letter or somebody stuck a note on your locker or what --- how did you learn about that?
A. I was called in the office.
Q. Okay. And who did you talk to, if you remember?
A. Diana Franice (phonetic) and Mike White.
Q. And what did they tell you?
A. They had to let me go because they filmed me and they sent me home that day.
Q. They filmed you?
A. Yes.
Q. What do you mean filmed you, filmed you doing what?

A. When I got hurt they sent me home and I picked my granddaughter up, which was a year and a half old, they filmed me and that's what they used against me.
Q. Had you turned in a claim for Workers' Comp?
A. I reported it and they took the information down.
Q. See, I do Workers' Comp. So I'm real familiar with how things work there. Did you report your back injury the day it happened at Murata Electronics?
A. Yes.
Q. Was it that very day that you picked up your daughter (sic) and was filmed doing it?
A. No.
Q. Did you continue to work after reporting your injury with Murata Electronics?
A. Yes.
Q. Doing your same job?
A. Yes.

Q. Without any limitations or restrictions?
A. I couldn't do too much lifting.
Q. When were you filmed picking up your granddaughter with relationship to the date the injury occurred?
A. The day they told me to go home, before I went home I had to go see the nurse and sent me to the company doctor. He shot cortisone in my back. I come back to work and they told me I wasn't no good to them that day so go ahead and go home, so I did.
Q. But that doesn't tell me that --- what my question is was it the next day or was it a week later, was it a month later, was it five years later?
A. It was a couple days later.
Q. So the company doctor injected you with cortisone, sent you home and that was the day you picked up

your daughter and was filmed doing it --- granddaughter?
A. The supervisor told me to go home, yes.
Q. Did you ever do anything to contest your firing or to pursue a Workers' Compensation claim after that?
A. Yes.
Q. Okay. What did you do?
A. I went in without a lawyer and I lost.
Q. Was this a Workers' Compensation Judge that you went before or was it some other kind of legal proceeding you were involved in?
A. It was under a Workers' Compensation.
Q. During what period of time were you employed by Murata, you said six years, what years was that?
A. I think it was '90 to '96.
Q. Now, in 1996, my recollection that the Workers' Compensation Judge

that would have handled anything --- you're in Woodland, that's Clearfield County; isn't it?
A. Yes.
Q. Mikesell, was that the name of the Judge?
A. Yes.
Q. So you filed a claim, it went to Judge Mikesell, you didn't have a lawyer and he found --- you lost?
A. Right.
Q. Did you ever appeal that decision?
A. No. Could I talk to my attorney for a second?
Q. Sure.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. On the record and, again, let me just tell you, Mr. Green, that I'm here to get information, if at some point you either recall information in response to an earlier question that you didn't initially recall or you recall that

what you said or you realized that what you said in a response to another question is incorrect or incomplete, please feel free to volunteer information that will either complete or correct a prior answer, all right? I understand that you may have had an attorney representing you at this Workers' Comp claim?
A. Yes.
Q. Who was that?
A. She was from Pittsburgh. Alex was the only thing I can think of in her name. I don't know her full name.
Q. Alex?
A. Yes.
ATTORNEY PENTZ:
Is she with a law firm?
BY ATTORNEY DUGAS:
Q. Is somebody else's name on the firm?
A. All I know is her name is Alex.

Q. And you also filed an Unemployment Compensation claim?
A. Yes.
Q. How did that turn out?
A. That's when I had a hearing in there for unemployment and that's when they showed the film that I was picking up my granddaughter. And I didn't have an attorney at that time and I lost. I had to give the money back.
Q. So basically, when you lost your job with Murata Electronics, after that you had no Workers' Compensation, and actually no Unemployment Compensation. Did you have any other types of benefit resulting from your employment with Murata after you were fired, any type of severance pay or a short-term or long-term disability insurance benefit, anything of that nature?
A. Just the 401K retirement.
Q. Then they paid that to you in

a lump sum or ---?
A. Yes.
Q. All right. How much was that; do you remember?
A. $15,000.
Q. Did you roll that over into some other retirement account or did you take the lump sum and use it for some other purpose?
A. We took the lump sum to remodel our house and everything.
Q. You say we, would that be you and your wife?
A. My wife and I.
Q. And how long a period of time was it between the end of your job at Murata and the beginning of your job at Clearfield Powdered Metals?
A. I think it was three years, a little over three years.
Q. I thought I heard you say you worked for Murata for six years, between 1990 and 1996. And then I heard you say that you were last employed with Clearfield Powdered

Metals sometime in 1998.
A. Right.
Q. So how long was it between the end of your job with Murata and the beginning of your job with Clearfield Powdered Metals?
A. Best I know is around three years, I might be wrong on the dates.
Q. So there's a period of three years where you didn't have a job?
A. Yes.
Q. You told me you worked three years for Clearfield Powdered Metals; is that right?
A. Yes.
Q. And then there was a three-year period before that that you didn't have any work for wages and then before that you worked for Murata for six years; is that correct?
A. To the best of my knowledge, yes.
Q. So maybe you will have to

adjust the years to reflect what you just told me.
A. Yes.
Q. Do you remember your last day of work at Clearfield Powdered Metals, or what month you were last employed?
A. It was in July of '98.
Q. And what was the reason your employment with them ceased?
A. I hurt my arm and I had to have an operation.
Q. What kind of treatment did you get for your back from the Murata Electronics back injury? Did you see a doctor regularly?
A. I saw a compensation doctor probably three times.
Q. Other than that, no other treatment?
A. That's it.
Q. You hurt your arm at Clearfield Powdered Metals, what was the nature of that injury?
A. My arm just started going numb

on me and I reported --- I dropped material and I reported it.
Q. Did you obtain medical treatment for that injury?
A. Yes.
Q. Did you go on Workers' Compensation as a result of that injury?
A. Would you repeat that please?
Q. Did you go on Workers' Compensation as a result of the injury at Clearfield Powdered Metals?
A. No.
Q. Did you apply for it?
A. Yes.
Q. What happened?
A. I went to the compensation doctor three times, he said there was nothing wrong with my arm. So I went to my supervisor and he said to go back to the compensation doctor. And I said, well, I went there three times, didn't do me any good so I go to my family doctor. So you go to

your family doctor and compensation don't have to pay you. So I never applied for compensation.
Q. Other than reporting the injury and having that discussion with your supervisor at work, did you ever pursue a claim for Workers' Compensation after that?
A. Yes, but the attorney said I could take it elsewhere, see what another attorney thought. He couldn't do nothing about it.
Q. Who'd you go see for that?
A. Thomas Morgan.
Q. How come you didn't go back to Alex who represented you in an earlier matter, or her firm?
A. Because she said when I filed for compensation last time, the next day we went to court over it. She said there was nothing she could do, there was nothing there, you know.
Q. Okay. I'm kind of confused. Did you take your Clearfield Powdered Metals arm injury to that

attorney Alex who represented you in the previous Workers' Comp claim?
A. No.
Q. You went to Mr. Morgan instead?
A. Right.
Q. He did not pursue it for you?
A. He did some information on it and sent me a letter saying he couldn't do nothing about it. I can take it to another attorney.
Q. And did you do that?
A. No.
Q. Did you have any kind of severance pay or long-term or short-term disability or any type of income replacement benefit after you last worked at Clearfield Powdered Metals?
A. Sick leave for 13-weeks.
Q. What about Unemployment Compensation?
A. None.
Q. And why was that?
A. I didn't go for the

compensation.
Q. Unemployment Compensation?
A. Unemployment.
Q. Just so we're clear, you didn't have Workers' Comp, you didn't obtain Unemployment Comp, all you got was 13-weeks of their sick leave?
A. Right.
Q. What about severance pay or like you had before, 401K distribution, anything like that?
A. I had 401K but I couldn't tell you exactly what I have in it.
Q. So you never took it out?
A. No.
Q. It's still there?
A. Right.
Q. So I asked you if you had any other assets before ---.
A. Oh, I ---.
Q. You didn't include ---.
A. From Murata is what I understood you asked me.
Q. No. Well, now I'm asking you

do you also believe you have something in a 401K resulting from your Clearfield Powdered Metals employment?
A. Yes, but I don't know how much is in there. I didn't understand the question before.
Q. Whatever was in there when you last worked though is still in there today, it wasn't taken out or rolled over into anything else, as far as you know?
A. No, I have it in shares in there.
Q. It's in the form of some type of stock?
A. Yes.
Q. Well, did you have any other income from employment from the time you last worked at Clearfield Powdered Metals up to the date this fire occurred?
A. No.
Q. What income was there in your household and what was the source of

it?
A. My wife's income.
Q. We'll ask her about that. The arm injury, do you know what you were diagnosed with having by any physician?
A. Yes. A herniated disc in my neck caused it.
Q. And who told you, you had a herniated disc in your neck?
A. Mary Lisko (phonetic) in Philipsburg, family doctor.
Q. Did you undergo any tests to determine whether you had a herniated disc, x-rays, MRIs, CT scan, myelogram, anything of that nature?
A. Yes.
Q. Where did those tests take place?
A. Centre Community Hospital.
Q. Who paid for those tests?
A. Insurance from work.
Q. The health insurance?
A. Yes.

Q. Did you continue to treat for that herniated disc with any other doctor besides Dr. Lisko?
A. Yes, Dr. William Welsh in Pittsburgh operated on it.
Q. Who paid for that operation?
A. Insurance, health insurance.
Q. When did he operate?
A. October 27th of '98.
Q. Did you continue to treat with him after the operation?
A. Yes.
Q. Do you continue to treat with any doctor presently for your neck?
A. Yes. Dr. Lisko and Dr. Welsh.
Q. When you left their employment with Clearfield Powdered Metals did you then pick up the health insurance and pay for it yourself?
A. No.
Q. Well, how did it come about that Clearfield Powdered Metals health insurance policy was covering your medical treatment? Or was it your wife's health insurance?

A. No, there's health insurance at work. When they paid me sick leave, my sick pay they took so much out of that.
Q. So during that 13-week period, they were taking money out of your sick pay to continue to pay your health insurance?
A. Right.
Q. When the 13-week sick leave ended did you continue with health insurance?
A. Yeah. To get sick leave again I had to go back to work for one to seven days, then I got another 13-weeks and that was it.
Q. So you got a total of 26 weeks because you went back to work in between the two 13-week periods?
A. Yes.
Q. How long did you work?
A. That I remember would have been two weeks.
Q. Then you went back on sick leave?

A. Right.
Q. Then when that sick leave ended did your health insurance end as well?
A. Yes.
Q. Who's paying for your medical treatments since the end of that health insurance?
A. Welfare is now.
Q. And I know it was your arm that you hurt, but what specifically caused your employment with Clearfield Powdered Metals to end? Was it that you couldn't come back to work?
A. Doctor told me I couldn't go back to work on account of my neck.
Q. So when you couldn't go back to that job on account of your neck they told you basically, you're done?
A. Well, I --- when I went back to work, this --- he released me to go back to work on light duty only.
Q. Now, who's he?

A. Dr. Welsh. And I worked --- I worked a couple months --- this was off and on. And I was in a car accident and broke my neck. This is why I'm not allowed to work right now.
Q. When did you have this car accident?
A. March 12th of '99.
Q. So in October of '98, Dr. Welsh operated on your neck for a herniated disc?
A. Yes.
Q. Then you went back to work for Clearfield Powdered Metals off and on ---?
A. Yes.
Q. --- in light duty?
A. Yes.
Q. Then on March 12th, '99, you had a car accident and broke your neck?
A. Yes.
Q. When was the last day you had actually worked for Powdered Metals

before that car accident?
A. I don't remember the date.
Q. Would it have been within two weeks or longer than two weeks?
A. It was the two weeks that I worked to get the sick pay and after that there I haven't been back to work since.
Q. Where is Clearfield Powdered Metals?
A. Industrial Park, Kerr Addition.
Q. Pardon?
A. In the Kerr Addition there, Industrial Park.
Q. Kerrdish?
A. Kerr Addition, down along the river.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. And Murata, that's over in State College?
A. State College.
Q. Tell me about your car accident. Who was driving?

A. I was.
Q. Anybody else in the car with you?
A. No.
Q. Did you ever go back to work after that car accident?
A. Yes. I worked four months with a broken neck.
Q. Who were you working for?
A. Clearfield Powdered Metals.
Q. You know, I'm really confused. I'm really, really, really confused. Do you think maybe Clearfield Powdered Metals would have a record of all this so I could clear up my confusion?
A. Yes.
Q. Because I think what I need to do is really get their documentation. And I'm going to send this to Mr. Pentz's authorization to have you sign so I can get that. Because, I mean, I'm totally confused over this. At first you tell me you have 13 weeks

of sick leave then you worked a couple weeks, went back 13 weeks and now I'm hearing that you were working in March of '99 and you worked for a couple of months and I really need to get that clarified so that's the way I'm going to do that. Anyway, you broke your neck. Who did you treat with for that injury?
A. I went to Clearfield Hospital and had x-rays done and it didn't show up nothing and so I called Dr. Welsh in Pittsburgh and told him what happened and everything.
Q. Now, you said that you worked for four months with this broken neck so that's March, April, May, June, July. Did you work every day during that period?
A. Yes.
Q. At Clearfield Powdered Metals?
A. Yes.
Q. Now, this fire occurred on July 30th of 1999. When was the last time you had worked at

Clearfield Powdered Metals before the fire?
A. In July of '99.
Q. Sometime in July?
A. Right. If I remember, it's somewhere around the 15th of July.
Q. What was the reason you stopped working at that time?
A. Due to my broken neck.
Q. Did somebody tell you to stop working?
A. Dr. Welsh. He had me get an MRI done in the neck.
Q. By the way, were you working a light-duty job or your regular job at the time?
A. Light duty.
Q. So you got the MRI. Where was that?
A. State College Centre Community.
Q. Centre Community? Did Dr. Welsh tell you what it showed?
A. Yes.
Q. What did it show?

A. Broken vertebrae.
Q. Did you have car insurance at the time that happened?
A. Yes.
Q. Who was your car insurance company?
A. Sutton Associates from Heightsdale (phonetic).
Q. What insurance company? That's your agent. What insurance company, Nationwide, Allstate?
A. Allstate.
Q. Did you turn in any claims arising out of that auto accident to Allstate for medical or wage loss or anything else?
A. Yes, for wage loss.
Q. What kind of wage loss coverage did you have? What amount was the max, maximum?
A. $1,000 a month for five months.
Q. Did you receive that?
A. Yes.
Q. What about your medicals?

Have they paid your medical expenses?
A. They paid up to, I think it was $10,000.
Q. Do you have any amount currently that you owe above that?
A. Yes.
Q. How much?
A. I don't know right offhand.
Q. Had you started receiving the wage loss benefits from Allstate at the time this fire occurred?
A. It took awhile, yes.
Q. Had you or had you not?
A. I did, yes.
Q. Do you remember when you'd received your first check?
A. No.
Q. Do you remember the amount of the first check?
A. $1,200 I think it was.
Q. Then you continued to receive benefits after that until you exhausted your wage loss?
A. Yes.

Q. Is that handled through the Allstate Altoona office, if you know?
A. Texas.
Q. Oh, that makes sense. They probably have the Texas claims handled out of Altoona. At the time this fire occurred did you have any medical bills in excess of that $10,000 limit that you had exhausted from Allstate or were you still within that limit?
A. Not sure.
Q. Who all lived in the house at the time of the loss? You and your wife, anybody else?
A. My son.
Q. How old's your son? How old was he at that time?
A. Twelve (12).
Q. I guess I should ask you a little bit more about your car accident. Was there another vehicle involved in it or was it a one-car collision?

A. Another vehicle.
Q. Have you filed suit or made a claim against anyone, the other driver or his insurance company?
A. No.
Q. Was the accident the subject of a police investigation?
A. Yes.
Q. Where was the accident?
A. 879 Wolf Run here at ---.
Q. In Clearfield County?
A. Yes. At Industrial Park.
Q. What time of day did it occur?
A. Ten after 3:00.
Q. In the afternoon?
A. In the afternoon.
Q. Was that the state police that investigated that?
A. Lawrence Township.
Q. Lawrence Township?
A. Yes.
Q. Were any charges brought against anybody as a result of that accident?
A. Against me.

Q. For what?
A. Not yielding at a stop sign.
Q. Anything else?
A. No.
Q. Enough about that. July 30th, 1999, the day of the fire. Do you remember what day of the week it was?
A. I think it was a Friday.
Q. And you weren't working?
A. No.
Q. Your wife was working?
A. She was off. She worked the midnight shift. She was off that day.
Q. So she had last worked ---?
A. The night before.
Q. You say the night before, does that mean she went in at like 11 o'clock on July 29th, and got off in the early morning hours, seven, eight o'clock on July 30th?
A. Yes.
Q. Where was she working?
A. Appalachian Wood.

Q. Do you know what she did for them?
A. I don't know.
Q. She wasn't a lumber jack; was she?
A. No.
Q. We'll ask her. She came back from work early on the morning of July 30th. Where were you, you were at home?
A. Could you repeat that question?
Q. When she came home from work early on the morning of July 30th, 1999, where were you?
A. I was at home.
Q. So the two of you were at home then after she gets back from work. What did you do the rest of that day?
A. While she slept I went to town.
Q. Where did you go and what time did you arrive there?
A. I went to Clearfield Eagles

Club.
Q. What time did you arrive there?
A. A little after 9:00.
Q. In the morning?
A. Yes.
Q. I assume you're a member there?
A. Yes.
Q. What was your purpose in going to the Eagles Club?
A. To play cards with the fellow members.
Q. How long did you stay at the Eagles Club?
A. Couple hours.
Q. Did you play cards?
A. Yes.
Q. Who'd you play with?
A. I really couldn't tell you right offhand.
Q. Who'd you see at the Eagles Club during those couple of hours?
A. The bartender and Harold Smeal and ---.

Q. Harold Smeal?
A. S-M-E-A-L.
Q. Smeal. Anyone else that you remember seeing there?
A. I couldn't really tell you right off who all was there.
Q. So a couple hours then. Where'd you go after that?
A. Took a ride out to Parker Dam.
Q. And why did you go to Parker Dam
A. Just for a ride.
Q. Did you go with anybody?
A. No.
Q. How long did you stay at Parker Dam?
A. It was. I --- one o'clock I got back.
Q. In the afternoon?
A. Yes.
Q. And you say you got back, you got back to where?
A. Dropped back into Eagles.
Q. So you're back at the Eagles Club?

A. Yes.
Q. Did there come a time between when you got back to the Eagles Club and the time the fire occurred that you went back to your house?
A. Yes.
Q. When did you get back to your house?
A. Two o'clock.
Q. Other than the Eagles Club did you go anywhere else before arriving home?
A. No.
Q. Who did you see during that period in the afternoon at the Eagles Club?
A. Brian, Wilson Kroft and Nancy King.
Q. Hold on, Wilson Kroft?
A. Yes.
Q. Nancy King, K-I-N-G?
A. Yes.
Q. Anyone else?
A. My son, Shawn.
Q. So your son, Shawn, was at the

Eagles Club?
A. Yes.
Q. And he's how old then?
A. Twenty-one (21).
Q. So the 12-year-old, I think you said that was living there at the time of the fire, that's a different son?
A. Yes.
Q. Okay.
A. He's my stepson.
Q. Which one is your stepson?
A. Shawn's my real son and Patrick's my stepson.
Q. So Shawn's last name would be Green?
A. Yes.
Q. And Shawn is spelled how?
A. S-H-A-W-N.
Q. Anybody else you remember seeing there?
A. There was quite a few people, I couldn't tell you who they were. I don't remember.
Q. You left Parker Dam at one

o'clock, how long would it have been before you actually got to the Eagles Club? How long a trip is that, a minute, five minutes, 30 minutes?
A. About 15 minutes.
Q. How long a trip is it from the Eagles Club back to your house?
A. Ten.
Q. So given what you've told me you would have spent somewhere around a half an hour at the Eagles Club that afternoon before going home. Or would it have been less than that?
A. Yes.
Q. It would have been about a half an hour?
A. Give or take, yes.
Q. Why, if there was a reason, did you decide to go home at --- shortly before two o'clock that afternoon?
A. No reason.
Q. When you arrived home who was

there?
A. My wife, Cathy.
Q. Where was your 12-year-old stepson?
A. Over at his grandfather's and grandmother's.
Q. Would this be Cathy's parents or ---?
A. Cathy's parents.
Q. What are their names?
A. Shirley Wiser and Ronald Wiser.
Q. Wiser. And where do they live?
A. Mineral Springs.
Q. How long had your stepson been there?
A. I don't know to tell you the truth.
Q. When was the last time you had seen him?
A. After the fire. When the house was burning.
Q. No, when was the last time you had seen him before ---

A. Before the fire?
Q. --- before he went to the Wiser's house? Let me back up. Maybe I misunderstood. I thought I heard you say that when you got from the Eagles Club around 2:00 p.m. that afternoon, your wife was home but your 12-year-old stepson was at your in-laws, Shirley and Ronald Wiser; is that correct?
A. Right.
Q. When was the last time you had seen your stepson prior to that?
A. The night before.
Q. And again, just maybe so I'm not missing something, do you know how your stepson had gotten from your house to his grandparents?
A. I don't know.
Q. You didn't drive him there?
A. No.
Q. And it's not close enough that he could have walked there?
A. He could have walked.
Q. How far is it?

A. Two miles.
Q. Do you know why he went to his grandparents at that time?
A. He goes there all the time.
Q. So it was just something routine?
A. Yes.
Q. It's routine for him to spend nights over there?
A. Yes.
Q. So when you got back from the Eagles Club at or about two o'clock the afternoon of the fire, only your wife was present; is that correct?
A. Yes.
Q. Was she awake or still asleep?
A. She was awake.
Q. Tell me what the two of you did and what the two of you talked about from that point until the fire was discovered?
A. We had a little argument.
Q. Over what?
A. Money.
Q. What was the dispute about

money concerning?
A. My sick pay.
Q. Tell me more. What was the dispute about?
A. I was suppose to get a check. I didn't pick up the mail on time, the check was down there. I went to the house first before I picked up the mail.
Q. Why did that cause a problem that it resulted in an argument?
A. Because we had bills that we wanted to pay.
Q. Were you behind in any bills at that time?
A. At that time we probably was, yes.
Q. What were the bills; do you remember?
A. No, I don't.
Q. Who ordinarily paid bills in your household, you or your wife?
A. My wife.
Q. How would she ordinarily pay them, by money in the checking

account?
A. Yes.
Q. So if I understand correctly, and you let me know, when you got home you and your wife got into an argument because you had not picked up your sick pay check from down at the post office?
A. Right.
Q. Had there been some prior arrangement made that you were suppose to pick it up that day or was this just a routine, today's the check day, you pick it up?
A. Just routine, just pick it up.
Q. Was there any reason why you had not picked up your check that day?
A. No.
Q. When you say you got into an argument was there yelling involved or shouting?
A. A little, very little.
Q. Was there any physical touching or pushing or shoving or

slapping involved?
A. Yes.
Q. Tell me about that.
A. I slapped my wife, knocked the cigarette out of her mouth. The cigarette went down the cushion of the couch, down between the cushions. She got up and got the cigarette, made sure there was no spark down there so she got up and left. Went I think to her mother's place or in town, in her car. And I left.
Q. Let me stop you there, because you're telling me a lot and I'm trying to write it down and I'm having a problem here. How long a time was it between when you walked in the door until the time she walked out the door?
A. Probably 15 minutes.
Q. And during that time you had this argument, you slapped her, knocked the cigarette out of her mouth, she retrieved it and I

understand it, you observed her apparently making sure that there's no sparks or anything there?
A. Yes.
Q. Was it after that that she left the house or did there continue to be some argument or dispute or discussion or anything else at that time that consumed any additional period?
A. Nope, at that time she got in her car and left.
Q. What kind of car did she have then?
A. '87 Ford Escort.
Q. What color was it?
A. Blue.
Q. How long had she had it?
A. Couple years.
Q. Was there a loan on that car or ---?
A. No.
Q. So she takes off in her car and you're there.
A. I left right after she did.

Q. Now, you say right after, does that mean, like, boom, boom, you know what I'm saying, or did you like walk around the house for awhile and think about what you're going to do and get your car keys ---?
A. No, I left right after she did.
Q. Did you still see her car going down the road when you were leaving or had she already ---?
A. No, she had already gone.
Q. Where did you go?
A. I went back to Eagles.
Q. How did you get there? I mean, did you take your car?
A. I took my truck.
Q. What kind of truck was it?
A. '88 Toyota pickup.
Q. What color was it?
A. Gray.
Q. Was there any car loan on that?
A. No.

Q. When you left your house, were you aware of a fire burning anywhere in the premises?
A. No.
Q. Had you used any kerosene, gasoline or other petroleum-type products in your house?
A. No.
Q. Did you store any of those items in your house?
A. No.
Q. Did you have a kerosene heater at the time?
A. Yes.
Q. Did you have any kerosene in it?
A. No.
Q. Did you have any kerosene on the premises?
A. No.
Q. Did you have any gasoline on the premises, other than what was in the tanks of your cars?
A. Down in the shed for the lawn mowers.

Q. Down in the shed. How far from the house was the shed?
A. Probably about 15, maybe 75 feet.
Q. Was the shed locked or secured in some fashion?
A. It's locked.
Q. Do you know if it was locked on that day?
A. Yes.
Q. So other than in the locked shed and in the tanks of your cars there would have been no gasoline or kerosene or other similar petroleum-type products in your house, to the best of your knowledge, at the time you left it?
A. Yes.
Q. That is correct?
A. That is correct.
Q. When did you find out that a fire had occurred?
A. I got a phone call at the Eagles. A friend of mine heard it go over the scanner.

Q. What time was that?
A. I am remembering around three o'clock or a little after.
Q. Who was the friend?
A. Joe Spingola (phonetic).
Q. What did he tell you?
A. Told me my house was burning. I just told him, hey, I'm in no mood for jokes, Joe. So he turned around and says, yeah, I'm telling you the truth so I got in my truck, as a matter of fact, left the beer on the counter and I left.
Q. How much altogether had you had to drink that day of alcoholic beverages and what kinds?
A. Probably four beers, Budweiser.
Q. That would have been all day?
A. Yes.
Q. Any other alcoholic beverages?
A. No.
Q. When you left the house did you lock the doors?
A. No.

Q. Why not?
A. We've never locked the doors because the boy comes from his friends or whatever, he don't have a key.
Q. That would be your stepson?
A. Yes.
Q. So you routinely do not lock your house when you leave it?
A. Never locked it.
Q. Have you ever had, during the time that you lived in this particular spot, any other problems with vandalism or attempted arsons or anybody doing any damage to the place?
A. No.
Q. Are there other houses around your house?
A. Yes.
Q. Do you have neighbors?
A. Yes.
Q. You have neighbors on all four sides?
A. Yes. All three sides.

There's a creek behind.
Q. Okay. Give me the names of your neighbors.
A. George and Debbie Smeal.
Q. You mentioned a Smeal before, is that the same Smeal or is that a different ---?
A. That's a different one.
Q. Different Smeal.
A. Yeah.
Q. You mentioned Harold?
A. Right.
Q. So George and Debbie Smeal on one side.
A. And Mrs. Rothok (phonetic), she lives by herself. And Clayton Maines and his wife and I can't think of the other neighbor's name now.
Q. Do you have any trouble with your neighbor?
A. Not one yet.
Q. Like any one of them would say or do anything that would get you in trouble over this?

A. No.
Q. Any reason to think that any of them might be anxious to, you know, point the finger at you in some way in this fire?
A. No.
Q. You talked to the state police fire marshal about this?
A. Yes.
Q. When's the last time?
A. The day of the fire and the next morning.
Q. Remember the name?
A. Carl Metzger.
Q. What did Trooper Metzger tell you about the fire, if you can recall?
A. Said it looked like arson.
Q. Did he tell you why he thought it looked like arson?
A. Because there was three burnt spots in the one part of the living room.
Q. In the living room?
A. Yes.

Q. Is that in the front or the back or the side of your house?
A. The side.
Q. Any doors leading out of the living room to the exterior?
A. The front door and sliding glass doors.
Q. What about the sliding glass doors, were they ever locked or secured in any way?
A. No.
Q. So the front door and the sliding glass doors would have been left open routinely and specifically the last time you left the house before the fire?
A. Yes, yes.
Q. You haven't talked to anybody from the state police since then?
A. No.
Q. Have you ever been requested to provide a polygraph examination, a lie detector test?
A. Yes.
Q. Who asked you to do that?

A. State trooper.
Q. Metzger?
A. Metzger.
Q. Did you do that?
A. No.
Q. Why not?
A. My lawyer informed me not to.
Q. Would that be Mr. Pentz?
A. Yes.
Q. Have you ever either separated or filed for divorce from your wife?
A. No.
Q. Has she ever filed a protection from abuse act against you?
A. No.
Q. Have you ever been charged with or convicted of any felonies in Pennsylvania or any other state or federal jurisdiction?
A. Yes.
Q. Tell me about that. What?
A. Almost 30 years ago --- I want a word with my attorney.
Q. Go ahead.

OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. You were telling me about a 30-year old criminal felony conviction. Could you tell me about that, please?
A. Yeah, I lived in this trailer and I moved this lady and her three kids in with me. We was never married, we lived together for five years. And she had two kids, was an alcoholic --- and her mother was in college at the time and the other boy was in school and the one daughter was home and I was home and she blamed me for trying to rape her.
Q. Did you plead guilty or were you found guilty after some kind of trial by court or trial by jury?
A. They had a plea bargain.
Q. Where was that, is it Clearfield?
A. Clearfield.
Q. Do you remember what you pled

to?
A. I don't know.
Q. Did you spend time in jail?
A. No.
Q. Spend time on probation?
A. Yes. I'm pretty sure I did.
Q. I don't need to know anything more about that. Other than that was there any other convictions? A felony?
A. No.
Q. Any other felony charges brought against you?
A. No.
Q. Have you ever been charged with or convicted of any crime, whether misdemeanor or otherwise, that involved dishonesty such as theft, receiving stolen property, bad check charges or anything of that nature?
A. No.
Q. Did you own any pets at the time this fire occurred?
A. I didn't understand the

question.
Q. Did you own any pets ---
A. Yes.
Q. --- at the time the fire occurred? What were your pets at that time?
A. Two cats and a bird and three dogs.
Q. Were any of them burned in the fire?
A. Yes. The two cats and the bird.
Q. How about the dogs, were they okay?
A. They was outside in the dog yard.
Q. Were they routinely kept outside?
A. Every day, every morning when we get up we put them out and they stay out all day.
Q. What kind of dogs are they?
A. A collie, pomeranian and a boxer.
Q. A yapper. How are they kept

outside?
A. In a fence.
Q. Is it a separate fenced in area or do you have a fence around the yard?
A. No, just a separate fence for the dogs.
Q. And what part of the property is that?
A. Right behind the house.
Q. Any of them what you consider guard dogs?
A. They bark whenever somebody comes up around or walks up and down the road.
Q. So they're barkers?
A. Yes.
Q. If somebody comes to your house they generally bark?
A. Yes.
Q. Have you talked to any of your neighbors to find out if they saw anything or know anything about what happened from the time you left to the time this fire happened?

A. No.
Q. You haven't talked to them?
A No.
Q. Do you know if anybody has talked to them to find out what they might know?
A. The fire marshal and the fire inspector and investigators.
Q. Do you know what they were told by your neighbors?
A. No.
Q. When you say the fire inspector or investigator that'd be the one hired by the insurance company?
A. Yes.
Q. Do you know that the investigation revealed --- the state police investigation has revealed that somebody poured kerosene or some similar liquid on the floor of your house in the living room?
A. No.
Q. Well, I'm telling you that because I know that. How do you

think somebody could have got kerosene and poured it on the floor of your living room in that period of time that you were gone, lit it and set your house on fire?

ATTORNEY PENTZ:

I'm just wondering. Are you asking for him to speculate, just pure speculation?

BY ATTORNEY DUGAS:

Q. Sure. Where would they get the kerosene at because I heard you say you didn't --- or gasoline or whatever it was, you didn't have any in the house? The only thing you had was the gas in the tank of your cars and the gas ---
A. Right.
Q. --- locked in the shed?
A. The kerosene was downstairs just below the floor in a fuel tank.
Q. So you heated the home with fuel oil?
A. Kerosene. Yeah, kerosene.

Q. Kerosene not fuel oil?
A. No.
Q. Why would you use kerosene and not fuel oil?
A. Cleaner to burn.
Q. This was in a regular fuel oil tank though?
A. Right.
Q. How would you get into that oil? Is there some kind of a drain plug or something or stop cock or something on it that you could just drain some out?
A. No.
Q. No. That's the only kerosene or gasoline or similar petroleum product that you had in the house?
A. Yeah.
Q. Did you have any in the tank when this happened, it was July?
A. Yeah.
Q. You did?
A. It was in the tank. There may have been kerosene spilled in the house, I don't know. I told the

state trooper we had kerosene at that area.
Q. Well, you do know the state fire marshal considers this to be an arson?
A. Yeah, he told me that the day he come in.
Q. Somebody did this intentionally.
A. He said it looked like it.
Q. Do you know anybody, do you have any suspicion of anybody or have any reason to suspect that you know who might have intentionally started this fire in your house?
A. No.
Q. You did not start this fire?
A. No.
Q. Let me go back over something here. Your documents included a copy of the check, as we mentioned before, in the CSB account. And it's for $500 and apparently signed by Cathy J. Green and dated July 30, 1999, and was supplied to us as part

of our request for documents that reflected activities of you or her on the date of this loss. And one of the things that we were requesting were documents including restaurant receipts, calendars, time sheets, punch card and telephone bills for home or mobile or cellular phone services or pagers. So let me ask you this because none of those things were supplied other than that cancelled check. You did have a telephone in the house that day?

A. Yes.

Q. Did either you or your wife have a cell or car phone?

A. No.

Q. Other than the phone in the house then neither you nor she had any phone service in your names other than that; right?

A. No.

Q. What was your phone number?

A. I don't know right offhand.

Q. Do you recall making any

telephone calls that day from your house or to your house from another place?

A. Nope.

Q. Where did you eat that day? You left the house pretty early in the morning and you didn't get back until early in the afternoon. Did you go somewhere for lunch?

A. Nope.

Q. Did you have anything to eat that day?

A. No.

Q. You didn't have anything at the Eagles?

A. No.

Q. Didn't buy anything from Sheetz or something to go eat out at Parker Dam?

A. No.

Q. Is there any way other than talking to people that I would be able to document your whereabouts on July 30th, 1999, the day of this fire?

A. Yes.

Q. What's that?

A. Clearfield Eagles.

Q. What kind of record would they have there? Again, I said other than talking to people.

A. What do you mean?

Q. Well, is there some record of your presence there, I don't know, some piece of paper, some document that would indicate when you were there, when you left?

A. No.

Q. So I'd have to talk to people and get their recollection?

A. Yes.

Q. Where are you living now?

A. With my wife's mother and them. A little hog back area, in Mineral Springs.

Q. Is that Shirley and Ronald Wiser?

A. Yes.

Q. Have you continued to live there since the fire?

A. Yes.

Q. And she also continued to live there since the fire?

A. Yes.

Q. And your stepson?

A. Yes.

Q. Anybody else living there now besides your wife ---?

A. My wife's niece and little daughter.

Q. Why are they living there?

A. Because their mother passed away and her grandmother's got guardianship of them.

ATTORNEY DUGAS:

Bear with me here just a moment. I am going to tell you this, as part of our investigation I'm going to send Mr. Pentz some authorizations. They're going to allow me to get original information from Clearfield Powdered Metals, so I can clear up that and Murata

Electronics so we can figure out when you worked there and try to get a line on it, and also to get your bank records from CSB. So I'll get those out in the mail right away as soon as I get back to my office. We're going to continue our investigation until we get that information. There may be other things, I can't remember right now, but I know for sure that's what we're going to do. So the only other thing I would tell you about is the fact that you --- you just sit down there, you keep wanting to get up.

ATTORNEY PENTZ:

We're getting to the end here.

ATTORNEY DUGAS:

I know, I know, I always do that. One more

thing. You have the right to review the transcript that she's going to put together to make sure that it's correct, sign the page that says you've reviewed, and agree it's correct or to waive the reading and signing of the transcript and it's up to you and Mr. Pentz to make that decision, whichever you want to do.

ATTORNEY PENTZ:

Mr. Green, the general rule is, people do not review them. It has been my experience over the years that any mistakes that you'd find may be a very small spelling mistake but you certainly have that right. It's up to you. That's a personal choice.

A. Just waive it. Save time, yeah.

* * * * * * * * *

EXAMINATION CONCLUDED AT 1:13 P.M.

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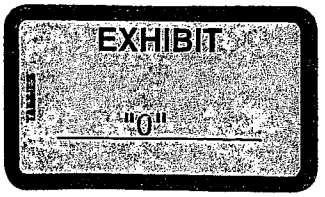
STATEMENT UNDER OATH

OF

CATHY GREEN

Taken on behalf of Friends Cove Mutual Insurance Co., taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the law offices Chris Pentz, Esquire, of 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 1:17 p.m.

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I N D E X

WITNESS: CATHY GREEN
EXAMINATION
by Attorney Dugas 7 - 67
CERTIFICATE 68

EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED

NONE OFFERED

OBJECTION PAGE

ATTORNEY	PAGE

NONE MADE

PROCEEDINGS

CATHY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. Would you state your name please, first of all?

A. Cathy Green.

Q. Mrs. Green, my name, as you just heard, is Steve Dugas, and I've been asked by the Friends Cove Mutual Insurance Company to conduct your investigation under oath as part of their examination to the claim that you've submitted for the fire that occurred on July 30th, 1999, under the policy that was in existence at that time. Before I start asking you questions let me put a few preliminary instructions before you. First of all, if you don't hear or don't understand one of my questions, you just tell me

and I'll repeat it or have the court reporter read it back or state it another way so you can understand it. If you answer one of the questions I give, it's going to be my assumption that you've heard and understood that question. And also, I'll assume that your answer is truthful because you have been placed under oath. If you either do not know the answer or cannot recall information sufficient to answer a question, you may certainly tell me that. I don't want you to guess at stuff, but you can't hide behind the pretense of being unable to recall if you really do remember.

When I'm asking a question, please let me finish before you start. And when you answer a question, please use words and not just a gesture or a shake of the head or a nod or something. And please refrain from saying uh-uh when you mean no, and uh-huh when

you mean yes, because this court reporter's taking down what is said and she can really only be accurate when she hears words. And then a transcript is going to be made, and we want that transcript to accurately reflect everything that you and I, or anybody else, happens to say during this examination under oath. And that's really one of the biggest reasons for these instructions, to ensure accuracy.

The record should reflect that Mr. Pentz is here and, of course, you may consult with him at times, if you need to, during the course of the proceedings. Otherwise, do you have any questions about these instructions?

A. No.

Q. Then let me start first by asking you to take a look at what we previously had marked as Exhibit Number One, which is a letter that I got from your lawyer and some

documents attached to it and I want you to make sure that you're familiar with what he sent me as --- on your behalf, in response to an earlier written request. So, take a look through those documents here.

WITNESS REVIEWS SAME

BY ATTORNEY DUGAS:

Q. You've had an opportunity to review those documents and you do recognize them as basically as they purport to be? Right?

A. Right.

Q. Taking a look here at this first document under the letter from Mr. Pentz. It's called a sworn statement, proof of loss and it bears your --- well, what appears to be your signature. Is that, in fact, your signature?

A. Yes, it is.

Q. And you signed it in front of a notary, and the form was filled out when you signed it?

A. Right.

Q. I assume you can read, write and understand the English language?
A. Yes.
Q. So the information on this form is true and correct to the best of your knowledge?
A. Right.
Q. We have a series of what are called personal property inventory schedules, and I believe those are in your handwriting; is that correct?
A. Yes, they are.
Q. And to the best of your knowledge, do these inventory schedules contain an accurate list of the contents of the structure that was involved in this fire?
A. Yes, it does.
Q. How did you --- how were you able to compile this list? Did you have reference to any other materials, any documents, photographs, anything of that nature, to assist your recollection?

A. No, mostly memory.
Q. Did you have anyone else helping you compile this list?
A. My husband and my son.
Q. And your son's name would be?
A. Patrick.
Q. Patrick. And he would have been 12 at the time?
A. Yes.
Q. I can't help but notice that some of the handwriting appears to be a little bit different, or is that just because there was---?
A. No, my daughter wrote that for me.
Q. Your daughter wrote it, okay. So the handwriting on this first page is yours but the handwriting on this page here which is, strangely enough, also, on page one.
A. Page one of what room?
Q. Oh, it's in his room. Oh, I see, page one, kitchen is yours. Page one ---.
A. Patrick's bedroom.

Q. Yes, that's your daughter's ---.
A. Handwriting.
Q. Okay, anybody else's handwriting on any of these?
A. No. Just hers and mine.
Q. How would she have been able to compile this? Did she have reference to anything other than her recollection, and yours, and your husbands, and your ---?
A. No. Just her and my recollection, and I have told her what to put on there.
Q. Is there any particular reason why she filled this out and not you or your husband?
A. She just wrote it as --- while I was doing my --- I was tired and she said, here mom, I'll write it while you tell me what to put down, and that's why it was on there.
Q. Okay. Were there any items you were able to salvage or repair, by way of contents, or was

everything in the house basically a total constructive loss?
A. Everything. It was a total constructive loss except for my rings. We did salvage those, they found them in the jewelry box in the bedroom.
Q. When you say your rings, what rings were they?
A. My wedding bands, my mother's ring, a black onyx and another one.
Q. You were not wearing your wedding band ---
A. No, the job I was at did not permit any jewelry, so they were in the jewelry box.
Q. --- at the time of the fire. All right. Let me start with some kind of background questions. How long have you and your husband lived in this house before the fire?
A. Eight (8) years. Eight years.
Q. And from whom had you acquired it?
A. His mother.

Q. And how, was it a deed, or was there an article of agreement?
A. It was an article of agreement when we first got it.
Q. And did eventually you get a deed?
A. Yes.
Q. When was the deed transferred?
A. Five (5) years ago.
Q. We know there was one mortgage with Beneficial that was listed on the proof of loss that we accrued. To your knowledge, was there any other liens, encumbrances, mortgages against the property at the time of the loss?
A. Not to my knowledge.
Q. As far as bank accounts, we know there was one from CSB because attached to the documents was a check that you had written on an account. At the time of this fire, were there any other checking, savings, or any other types of depository accounts with any other

bank or CSB bank, for that matter besides that checking account?
A. No.
Q. Had there been any, let's say, two years prior to this loss? Did you have any other checking accounts, savings accounts, certificates of deposits or anything else anywhere?
A. We've banked before, I don't know if it was in two years before that, at Clearfield Bank and Trust.
Q. But those accounts were not open, there was no money deposited?
A. No, on either one.
Q. In terms of assets that you owned, or that you and your husband owned jointly, or that he owned individually, for that matter, other than the house, the contents, and personal effects, the cars, did you own anything, stocks, bonds, mutual funds ---
A. No, nothing.
Q. --- oil wells? Anything?

A. No. My son has a CD from a car wreck, though, it was the only other thing.
Q. So you settled a case and got money and put it in your ---?
A. It's in a trust until he's 18.
Q. I understand you were working, you were employed at the time of this accident, but Larry wasn't; is that correct?
A. Right.
Q. And you worked where?
A. Then?
Q. Yes.
A. It's FCI Electronics, I work in electronics.
Q. Say that again.
A. FCI Electronics.
Q. And where?
A. Clearfield.
Q. What did you do for them?
A. I was a laborer, and ran a machine.
Q. How long had you worked for them?

A. About six months.
Q. Where had you worked prior to that, if anywhere, outside of the home within the past ten years?
A. Clearfield County SPCA for eight ---.
Q. What did you do for the SPCA?
A. I was a manager.
Q. When was the last time you worked for them?
A. October of '98.
Q. What was the reason you stopped working for them?
A. I was laid off and the stress of it, I did not want to go back to it.
Q. You got laid off and what?
A. I got laid off. Because of the stress of the job, I didn't want to go back to the position.
Q. Stressful in what way?
A. I euthanized 2,000 animals a year. It was a little hard.
Q. Okay. I understand. All right. You had not held any paying

jobs between getting laid off in October '98 and when you started at FCI Electronics then; is that correct?
A. No, I still did FCI right after. I might have the dates wrong there.
Q. No, all I'm saying is you didn't have, like, another job right in between them.
A. No. FCI was the next job, right.
Q. Were all of the income in your household, then, have been earned by employment, your employment or your husband's employment during 1998 and 1999, or was there some other benefit coming in such as, he mentioned a sick leave?
A. He was off on sick leave from October to March, from '98 to '99, and then he worked four months and --- or two months, and then the car accident. And he had been off three weeks before the fire.

Q. The car accident was three weeks before the fire?
A. No, the car accident was before the day. They found the broken neck three weeks before the fire. He had worked with the broken neck.
Q. And that would have been at ---?
A. Powdered Metals.
Q. So the last day he actually worked at Powdered Metals would have been about two weeks before the fire?
A. Yeah, about that.
Q. Your husband said that you're basically the one who took care of paying the household bills and expenses; would that be a fair statement?
A. Yep.
Q. So you'd know how much you paid for monthly bill of whatever nature?
A. Correct.

Q. The mortgage at house --- or Beneficial --- I'm sorry. How much was that a month?
A. $285.
Q. Were there any other loans that you were paying?
A. There was one at Beneficial for $175 a month.
Q. $285, $175.
A. And he had a loan through the credit union for, I think, it was $75.
Q. Do you remember the balances on any of those accounts, give or take, or approximately, at the time of the fire?
A. Ballpark?
Q. Yes.
A. The personal loan was probably $1,200.
Q. Is that the one from Beneficial?
A. Right.
Q. What about the credit union?
A. The credit union, I think,

wasn't even $1,000 dollars on that. It was like $800, $900. I don't know.
Q. And the payoff on the mortgage, the balance on the mortgage?
A. It's 15 something.
Q. Thousand?
A. Uh-huh (yes).
Q. Were you behind on any of these accounts at the time the fire occurred?
A. Yep. We were waiting for the disability insurance to kick in.
Q. Whose?
A. His.
Q. Would that be what he called sick leave?
A. Yeah. For the personal loan at Beneficial and for the other one. And then there was a --- my mortgage didn't have that insurance on it, and there was one payment due on that right then, and a second one coming up.

Q. Okay. So there was disability insurance policies that would have paid the Beneficial personal loan and the credit union?
A. Uh-huh (yes).
Q. But there was no such disability insurance on the mortgage?
A. No.
Q. Your 12 year old boy lived with you at that time; right?
A. Right.
Q. But he wasn't home when the fire happened?
A. No.
Q. Where was he?
A. My mother's.
Q. When did he get there?
A. He went up there about noon.
Q. That day?
A. That day.
Q. Was there any particular reason he went up there?
A. He goes up every day. His grandfather's not well. He goes up

and does odd jobs and --- but he goes every day.
Q. Do you remember the day of the week that the fire occurred, again, July 30, 1999? Was it a weekend, a weekday; if you know?
A. Friday.
Q. A Friday. And, had you worked anywhere within the preceding 24 hours? Had you been to work at FCI Electronics?
A. No.
Q. When was the last time you had worked before the fire?
A. Tuesday night.
Q. And the fire was Friday?
A. Right.
Q. So you wouldn't have worked Wednesday, Wednesday night, Thursday or Thursday night?
A. Right.
Q. So you and your husband would have been home, more or less together, during that period of time?

A. Right.
Q. Along with your son, until noon on the day of the fire, when he went up to visit his grandpap?
A. Correct.
Q. Okay. That proof of loss says the fire occurred around 3:00 in the afternoon; do you agree with that?
A. Around there.
Q. Let me ask you this, when did you find out that the fire occurred?
A. Around 3:15, 3:30.
Q. How'd you find out?
A. I walked into to my mother's house, the phone was ringing, my son-in-law called me.
Q. You walked into your mother's house?
A. Right.
Q. Down in Mineral Spring?
A. Right.
Q. And the phone was ringing as you walked in?
A. Right.
Q. And on the other line was?

A. My son-in-law.
Q. And his name was?
A. Michael Fitzpatrick.
Q. Did he talk to you?
A. Yes.
Q. What did he say?
A. He said, you're there, you're safe. And I said, what's wrong Michael? And he said, your house is on fire.
Q. So did you pick up the phone, or did somebody else pick up the phone?
A. No, I picked up the phone. No one was home.
Q. All right. What I want to do is go back a little bit during the course of that day. Do you remember what time you awoke the morning of the fire?
A. Honestly, no.
Q. Would it have been some time before noon?
A. It would have been early, probably before 8:00.

Q. And at that time, you and your husband and your son were all home?
A. Right.
Q. Anybody else there?
A. Not that I remember.
Q. I understand you have some pets, or had some pets at that time; is that right?
A. Yes.
Q. What did you have by way of pets?
A. Two cats, a bird, and three dogs.
Q. I'm going to assume that the bird was in the house.
A. And the two cats.
Q. And the two cats, at the time of the fire.
A. Right. They were never outside.
Q. They were house pets?
A. Right.
Q. And the dogs?
A. We had a built-in dog yard, and because the weather was nice,

they were left out.
Q. Were they left out overnight, or were they only ---
A. No.
Q. --- left out in the day?
A. No. they were just left out when they usually had to go or if --- when the weather was nice, they'd go out and sit for a couple hours in the afternoon.
Q. When you woke up the morning of the fire, your cats, your bird were in the house. Were the dogs in the house?
A. Off and on. In the morning? First thing when I woke up?
Q. Yes, when you woke up.
A. They were in the house, they sleep in the house.
Q. Is there some way they can come and go in and out of the house by themselves? It almost seems like they, you know --- or do you have to open the door?
A. No. I have to open the door.

Q. Who woke up first that day, if you can recall?
A. Me.
Q. Take me through your recollection of what happened as time went on. You got up, what'd you do? Make some coffee?
A. Made coffee, let the dogs out, let the dogs in, let them out again. Fed the dogs, fed the cats, daily ritual.
Q. What about your husband, did he wake up at some point?
A. He came down probably an hour after I did.
Q. And how about your son, what time did he get up?
A. Probably about 9:00.
Q. Now tell me, take me through the rest of that day.
A. My husband and I got cleaned up, went to town, picked up the mail, came back home. I was going to lay down for a couple hours. The mail had came, that's what started

the argument.
Q. Let's stop there. You did not have mail delivered to your house?
A. No, at the post office.
Q. Any particular reason for that?
A. They don't deliver on the street I live on.
Q. So the post office would be where?
A. A block from the house.
Q. Big deal. Do you remember about what time you got to the post office?
A. No.
Q. And you and your husband both went?
A. Yeah.
Q. Retrieved the mail, and then you said that's what started the argument, or that's when the argument started, or words to that effect? I don't want to put words in your mouth, but I'm trying to remember what you said.

A. Well, we got the mail and then we got home. I think we went to town. When we got home, I was reading the mail and the insurance company had wrote a letter stating they needed more information about the wreck. I had been expecting a check in the mail that day.
Q. From whom?
A. The car insurance.
Q. Well, I don't want to interrupt. You go ahead. You keep telling me what happened.
A. So we argued over it, I was upset with the insurance company. Every time, you know, we sent them one thing and then they wanted another, and I was expecting a check, and the argument just got heated.
Q. Now, this would have been the car insurance, having to do with your husband's auto ---
A. Auto ---.
Q. --- mobile accident. And what

company would that have been?
A. State Farm.
Q. State Farm? Did you ever have Allstate insurance?
A. Uh-huh (yes).
Q. Did you have Allstate at the time of that automobile accident?
A. Do I have Allstate now?
Q. I don't know?
A. I don't either. I'm sorry.
Q. Okay, that's okay. Don't need to apologize.
A. I don't have State Farm, I have Allstate, and I did have Allstate at that time.
Q. So it wasn't State Farm it was Allstate? I know it's hard to tell them apart anymore. Were you dealing with any other insurance companies at that time, specifically, any disability insurance companies related to your husband's ---
A. His work.
Q. --- work? Yes.

A. His work, he should have had sick-pay, and that was the other thing that wasn't there.
Q. Would he have routinely gotten a sick-pay check on a regular basis at that time?
A. He did when he was off in October, but then he'd only been off two weeks when the wreck happened. And then, starting the third and it was due and it wasn't there, and I thought there should have been a check for that that day.
Q. So you basically thought that the mail should have contained his sick leave or sick-pay check and a check from Allstate for the automobile accident, and neither one of those was in the mail that day?
A. No.
Q. And you had your employment providing income at that time; correct?
A. Correct.
Q. And you would get paid how

often, once a week, once a month?
A. Once a week.
Q. Okay. What were you bringing home on a weekly basis in, say, the month of July, '99?
A. I made $7 an hour.
Q. $7 an hour?
A. Yeah.
Q. Did they have any health insurance that you had as part of your employment, Blue Cross/Blue Shield, anything like that?
A. I could have bought one.
Q. But you didn't?
A. No, I hadn't been there --- you had to be there like a thousand hours before you could.
Q. And you hadn't been there that long?
A. It was through a temporary service.
Q. Okay.
A. We were working through a temporary service for FCI.
Q. What was the temp.?

A. JFC.
Q. JFC? And where were they?
A. I think they're out in Lewistown. I mean, I went to the unemployment office here is how I got hired.
Q. All right. Did you pay all the household bills out of the checking account?
A. Yes.
Q. You didn't use cash or anything to ---?
A. Sometimes.
Q. Sometimes? But not usually.
A. Sometimes, if I didn't make it to the bank or ---.
Q. So. Now, you and your husband get into an argument over this check situation. Why were you arguing with him about it; I mean, what could he do?
A. He didn't do anything. I was just upset that it didn't come, voiced my opinion, and then he got upset because he said it wasn't his

fault, which it wasn't his fault but by then --- it really wasn't, but by then I was just angry and he was just angry. It was just a screaming match.
Q. About what time of day did that argument take place?
A. Oh, I don't know, about, 1:00, 1:30.
Q. I guess I was a little confused, or maybe I misconstrued something. When you said you went to town and got the mail --- I guess maybe I should be clear. Where did you go to in town? Was it just to the post office, or did you go somewhere else?
A. I went to town to go buy cigarettes.
Q. And how did you get there? Did you take your car or his truck?
A. My car.
Q. So you bought some cigs and anything else that you bought or anywhere else that you went in town

that day?
A. No, I don't think.
Q. You remember where you were --- went to buy the cigarettes?
A. County Market.
Q. When you say town, what town?
A. Clearfield.
Q. How long does it take you to get to Clearfield by car?
A. About 10 to 15 minutes.
Q. Did you go to town first and then to the post office, or did you go to the post office first and then to town?
A. To town first.
Q. Then to the post office?
A. Right.
Q. And then home?
A. Right.
Q. And nowhere else in that trip?
A. Not that I remember.
Q. And you and your husband were both together?
A. Right.
Q. So, I think you said, 1:00,

1:30 you get in this argument, something like that?
A. I'm not sure.
Q. Okay, fair enough.
A. We had argued twice that day.
Q. Oh, was it both or ---.
A. I'm confused from your questions. I'm sorry about that.
Q. That's all right. I'm just trying to get a --- you know, I wasn't there and I don't have a video camera. I wish I did, but ---
A. Right. I do, too.
Q. --- I wasn't and I don't. So I need to talk to you to find out as much as you can remember about the events of that day. Now, you said you had two arguments with --- when did the first one occur?
A. Okay, that's when we went to town and that was probably around 11:00.
Q. What was that argument about?
A. That argument was over the sick-pay not coming and the

insurance check.
Q. So that would have been about 11:00 a.m.?
A. Right.
Q. And where did that argument occur, at home?
A. Yes.
Q. So it would have been after you returned from the post office?
A. Right.
Q. And then after that, take me again ---.
A. Then Larry left and went out to work.
Q. Larry went to do what?
A. Out to Powdered Metals ---
Q. Okay.
A. --- to talk to them about the check from the sick-pay.
Q. How did he go there? Did he take his truck?
A. He took his truck.
Q. What kind of truck did he have then?
A. It's a Toyota pickup.

Q. Toyota? And what color was it?
A. Gray.
Q. And what was your car?
A. Blue Ford Escort.
Q. What year, if you remember?
A. No, I just write checks out for the things. I think it's maybe an '84 or '89.
Q. So after the first argument, he told you he was going to work to talk about his sick-pay; is that right?
A. Uh-huh (yes).
Q. And you stayed home?
A. Yeah.
Q. Was your son still there?
A. No, he was gone.
Q. Did he leave while you were in town or at the post office?
A. Yeah. He was gone before we come back home.
Q. All right. So, you're home alone?
A. Right.

Q. Then what, what do you dd?
A. Called my mom and told her I was going to take a nap, and I curled up on the couch. I had work that night.
Q. So you were scheduled to go into work that night?
A. That night.
Q. To start at what, 11:00 p.m.?
A. Yes.
Q. So you're taking a nap on the couch, and what's the next thing you remember?
A. Larry came home from out at work and ---.
Q. Then what?
A. Then we argued again.
Q. About what?
A. He'd had a couple beers, he was a little mad about the money from the sick-pay out.
Q. So he had money with him?
A. Right.
Q. Not a check, but money?
A. Money.

Q. And what did he tell you about that? Did he say, here I got my sick-pay?
A. Yeah, that's what he said.
Q. How would he have cashed that, or where?
A. The bank I would imagine?
Q. So it had to be CSB Bank?
A. Yeah.
Q. What branch do you usually use?
A. K-Mart Plaza.
Q. So you said he got his sick-pay and you could smell some alcohol on him?
A. Uh-huh (yes).
Q. And did you ask him about that?
A. No.
Q. Where have you been, what have you been doing?
A. I said, where have you been, what you been doing? And what I got is he was a little puffed up.
Q. What did he tell you when you

asked him that?
A. I don't know if he answered me or not.
Q. Did you have any idea where he might have been?
A. Probably the Eagles.
Q. Did he spend a lot of time there?
A. He stopped daily for a beer or two.
Q. I don't want to guess what happened. What I understand from what you said, however, is that he basically woke you up from your nap when he returned?
A. Uh-huh (yes).
Q. And he had cash. He told you he had gotten his sick-pay check and you assumed that he cashed it somewhere because he had cash money; right?
A. Uh-huh (yes).
Q. Do you remember how much he had?
A. I think like $500.

Q. And you could smell some alcohol on him?
A. Uh-huh (yes).
Q. Did he appear to be intoxicated, or in any way under the influence?
A. No. No.
Q. So tell me, what did you and he talk about then?
A. The insurance thing. I was still mad about that. I'm one of these people, when I get a little tuned it stays there. And then he was going, and I was mad because he had had a couple beers, and just kind of that's what we went around about. And nothing was his fault, and nothing I said was right, and so we argued some more.
Q. Did you guys argue a lot, or was this something that was rare?
A. On occasion. No, on occasion. Not often, I wouldn't say a weekly basis thing, but on occasion.
Q. So, what time was it, if you

know, that this second go around took place?
A. I would say between 1:30 and 2:00. And I'm not sure of it.
Q. How long did you two guys argue on this second occasion?
A. Probably not long, 10, 15 minutes.
Q. Was there any physical ---?
A. He hit me.
Q. He hit you?
A. Then he slapped --- I dropped a cigarette, I picked it up, ran my hand across it, put it in the ashtray, and out the door I went.
Q. And you left?
A. I left.
Q. When he hit you, you took off?
A. Right.
Q. Did you know where you were going?
A. No. I got in the car, didn't have any cigarettes, so I headed for town. I went to the store, I bought cigarettes, I went to the bank, took

$500 out to pay my light bill because it was late, and then I ---.
Q. Let me interrupt you, you said you went to town, you went to Clearfield?
A. I went to Clearfield Sheetz and Industrial Park.
Q. And you cashed a check at the ---.
A. I went to my bank and cashed the check for $500 down to cash.
Q. That would have been this check that was attached to the letter from Mr. Pentz?
A. Right.
Q. July 30, 1999. Check number, was it 460?
A. Yes.
Q. And this was cashed at, it looks like July 30, 1999, 2:59. See that little stamp there?
A. Yes.
Q. One minute until 3:00 in the afternoon.
A. Right.

Q. So that's where you were, cashing this check at your branch at the K-Mart Plaza?
A. Right.
Q. Then where did you go?
A. Well, then I turned around and took the long way back to my mother's house.
Q. Okay. What time did you get to your mom's house?
A. I don't know, 3:15, 3:30. I wasn't looking at my watch.
Q. And so, that kind of brings us back to where we were ---
A. Back to where the fire was.
Q. --- and that's when your son ---.
A. In-Law.
Q. --- in-law, Mike Fitzpatrick, said words to the effect that, gee, I'm glad you're there, your safe, your house is on fire?
A. Right.
Q. How far is your mom's from your house?

A. A mile and a half.
Q. But there was nobody home when you got there?
A. No, they were at the fire.
Q. Okay. So somehow they heard about it before you?
A. Right. They thought I was on the couch, sleeping.
Q. What did you do after hanging up the phone from the conversation with your son-in-law?
A. I drove over to the fire.
Q. It took you, literally, a minute or less, or somewhere in that neighborhood?
A. Somewhere.
Q. And when you got there, what did you see?
A. Well, I couldn't get down the street. There was fire trucks everywhere. My son was standing in the middle of the street bawling. My niece, that my mother raises, was standing there with her daughter, bawling. They all thought I was on

the couch. They had my mother on the neighbor's porch with oxygen, so that's where I went to.
Q. Did you see your husband anywhere?
A. He pulled in right behind us and came up the road.
Q. Do you know where he had been from the time that you left the house until the time that you next saw him?
A. No.
Q. Did you ever ask him?
A. Afterwards.
Q. What did he tell you?
A. He said he went to the club.
Q. I understand your house is surrounded by neighbors on all sides, except the back, where there is a creek. Is that pretty fair?
A. There's a trailer down there by the creek. My daughter lives in it.
Q. Okay. Do you know the names of your neighbors around you?

A. Most of them.
Q. And what are their names?
A. Smills (phonetic) live to the one side. You know, I don't remember the neighbor on the left side. I know Smills live --- I'm drawing a total blank here. It's been a year and I haven't even been over there, so ---.
Q. Understood.
A. Haywards (phonetic) live across the road from us, and the guy on the right side of me, I know his --- I can't tell you his name, I just never remember it.
Q. Anyone else in the ---?
A. There's another trailer up the road who has little kids, but I don't know their names.
Q. Okay. Did you ever have any trouble with your neighbors?
A. No.
Q. Did you ever think any one of them would say anything to try to get you or your husband in trouble,

either in general or having to do with this fire?
A. I would hope not.
Q. Did you ever give them any reason to, you know, lie or make stuff up about you, to get even or get back at you, or anything of that nature, to your knowledge?
A. Not to my knowledge. I mean, Larry's called the cops a couple times on the kids running four-wheelers. But, I mean, other than that, we never have any problems with neighbors.
Q. Did you ever have any vandalism or malicious mischief done to your house, or ever any prior attempt to burn it, or destroy it, or hurt it in any way by anyone?
A. No.
Q. Did you ever have any such problems in your neighborhood as long as you lived there?
A. The neighbor had a car stole two weeks before.

Q. Did they ever find out who stole it?
A. The neighbor's son down the road. Two houses down. But those boys have been in some trouble.
Q. Like what?
A. Well, the oldest boy was into drugs and was in jail, and the youngest boy was caught with drinking. So he was on probation. And Larry had scolded them all once or twice, but I mean, they all came back to my house and was fine, you know, and they were there with my son.
Q. Okay. Was there any gasoline, or kerosene, or similar products in your house, as far as you know from the time you left just before the fire?
A. Kerosene lamps all through the living room.
Q. You have kerosene lamps in your living room? Why would you have kerosene lamps in your living

room, just like a collector thing?
A. They were decorative, collectors kerosene lights that ---.
Q. And you had kerosene in them?
A. Yeah, colored kerosene.
Q. What did you heat your house with?
A. Oil. I had kerosene that we ran in the wintertime sometimes to help.
Q. Who did you get your oil from, or heating oil?
A. I'm trying to think.
Q. Was it a local ---?
A. I think it's Budget something.
Q. Would you have paid for that out of your checking account?
A. Yeah.
Q. So if we got copies of your canceled checks, or your whatever, we'd be able to see, probably, the name of the oil company?
A. Yeah.
Q. You used home heating oil?
A. Yeah, unless we ran out and I

didn't want to buy a tank, and they would go get kerosene and dump it.
Q. But you didn't routinely burn kerosene in your ---?
A. No. No.
Q. But I understand that you can, in a pinch, use the kerosene?
A. Use it, yes.
Q. And you did have kerosene space heaters?
A. Yeah, just one.
Q. I assume that on July 30th, 1999, you were not using a kerosene heater?
A. Uh-uh (no). It was on the back porch?
Q. And you didn't have any kerosene stored anywhere in the premises? You did have the kerosene lamps, but you didn't have any kerosene stored anywhere else?
A. No.
Q. Do you know if there was any oil or anything in your tank at the time of the fire, because sometimes

people let them run dry in the summertime?
A. I think there was some in there. I don't know for sure.
Q. All right. Did you ever have any problem with your heating system, your electrical system, short circuits, or furnace cutbacks or anything in the time that you lived there?
A. The furnace was two years old. Jay Pry put that in. Pry put the furnace in two years before that.
Q. Who installed the furnace, do you remember?
A. Jay Pry and Son?
Q. Jay Price?
A. Pry. P-R-Y, and Son.
Q. Pry and Son, okay. And I assume that it didn't give you any problems?
A. Uh-uh (no), no.
Q. Did you lock your house routinely when you left it, or did you leave it open?

A. It was open.
Q. Was there any particular reason why you didn't lock it?
A. I just don't lock --- I didn't feel there was any reason. I trust people.
Q. And you never had any problems with break-ins or anything like that, so ---?
A. No.
Q. By the way, did you know your son was going up to your grandparents' that day?
A. Yes.
Q. Okay. He said, mom, I'm going, or something like that?
A. Yes. I talked to him when I came back home. He was there. They were going to town. They called and said they were going to go to town later and he was going with his grandmother.
Q. You said they called later. Who, and when did they call?
A. Patrick called, probably

around noon, 1:00, said that they'd be going to town in the afternoon and he was going with his grandmother.
Q. So you talked to him at that time?
A. Right.
Q. Did you or your husband have any cell phones or car phones?
A. No.
Q. Did you have just one phone in the house?
A. There was two, well, one number.
Q. One phone line with one number?
A. For one phone line, yes.
Q. Who was your phone company?
A. Bell Atlantic.
Q. Other than the call you made to your mom, and that would have been a local call, wouldn't it?
A. Right.
Q. Did you make or receive any long distance calls the day of the

fire?
A. Not that I remember.
Q. Have you talked to any of your neighbors about what they may have seen, or what they might have known about this fire?
A. Me?
Q. Yes.
A. No.
Q. Have you been questioned by investigators, state police, and other investigators?
A. We talked to the fire marshal and we talked to the fire marshal that Friend, Cove had hired.
Q. What did they tell you about their investigation, that you can remember?
A. That they were just trying to find the cause.
Q. Did they ever indicate to you that this was an intentionally set fire, that they had ruled out any accidental ---?
A. They told me they did.

Q. What did you think when you heard that?
A. I wanted to throw up.
Q. Did you wonder who could have done it?
A. Right.
Q. Did you have any thoughts about who could have done it?
A. No, I didn't. I just couldn't imagine anybody setting a fire to the house or why.
Q. Have you ever separated or filed for divorce from Larry?
A. No.
Q. Have you ever been charged with or convicted of any felonies, criminal felonies?
A. No.
Q. Have you ever been charged with or convicted of any misdemeanors involving dishonesty, like bad checks, or receiving stolen property, or theft, or anything like that?
A. No.

Q. Do you have any idea who started this fire?
A. No, I don't.
Q. When you left after Larry slapped you, and you got in your car, how did you leave? Did you leave quietly, or did you kind of, you know, hit the gas and pull out?
A. It was probably a little loud. I pulled into the neighbor's, turned around, and I probably gunned it going down the road, I mean ---.
Q. Did you look in your rearview mirror or see if he was following you?
A. He was standing on the porch, heading for his truck.
Q. He was standing on the porch and he was heading for his truck?
A. So I just kept right on going.
Q. Did you see him get in his truck and leave?
A. No, I was out the road.
Q. You were gone?
A. Gone.

Q. Bear with me here just a moment. Did you have any credit cards at the time of this fire ---?
A. No.
Q. --- or within a year prior to the fire?
A. No.
Q. Were there any car loans on either of your vehicles?
A. The credit union is what the trucks was on, but they didn't hold title. It was just a personal loan. That's what that loan was.
Q. Were there any other loans or credit accounts that you were making monthly payments on, besides mortgage, personal loan from Beneficial, and a credit union at the time of the fire?
A. I had a Sears card.
Q. Do you know how much the balance was at the time?
A. $800.
Q. Any others?
A. Uh-uh (no).

Q. No?
A. No.
Q. Do you know how much your husband's sick-pay, paid per week or per month, or however they paid it?
A. I'm trying to think. See, he usually got them all in a lump sum. It was like $600, I think, for the month.
Q. And as far as the Allstate automobile insurance, do you remember how much they had been paying?
A. They hadn't paid anything yet.
Q. Up to that point, they hadn't paid?
A. Up to that point, they hadn't paid.
Q. You didn't set this fire, did you?
A. Me?
Q. Yes.
A. With my three cats, birds, I rather doubt that.
Q. I have to ask.

A. I know. I'm insulted. I loved those animals dearly and it's like ---.
Q. I'm sure you did. When you say your animals, I mean, were those your pets?
A. Yeah, I worked eight years with the shelter. Everyone of those I hauled home was mine. I mean, my husband and the one cat we're attached to, but, I mean, there was something special about each one of these animals.
Q. And the dogs, they were okay, though?
A. Yes.
Q. Were they used as guard dogs or did they ---?
A. No.
Q. Do they bark?
A. They laid on the couch --- yeah, they barked.
Q. If a stranger came to the house, they'd usually bark.
A. In the house. Outside, they

barked at everything.
Q. Okay. Yes, I have a neighbor with dogs like that, too. I'm almost done. Who is taking care of Larry's medical expenses now?
A. Now? He went through the VA and he just got a medical card.
Q. I understand he has had surgery on his neck from Doctor ---
A. Welsh.
Q. --- Welsh in Pittsburgh?
A. Right.
Q. And that was before the car accident?
A. Right, that was under his health insurance at Powered Metals.
Q. Then after the accident, he had some treatment?
A. Yeah.
Q. But he hasn't had another surgery?
A. No.
Q. Is he still under the care of any doctors?
A. Yeah.

Q. You mentioned Mary Lesko (phonetic).
A. Yeah. Lesko.
Q. That's a family doctor?
A. She's an internist, yeah. But that's what we use her for, yeah.
Q. And Welsh?
A. Welsh is still --- he still has one more visit with him. But he's due for --- he just had an MRI and another scan, so we don't know where that's going.
Q. Did you continue to work after the fire?
A. Yes.
Q. Are you still working there, or are you somewhere else?
A. No, no, no. No, they laid me off and I went to Appalachian Wood.
Q. What do you do for them?
A. Lifted a lot of wood, matched wood and heavy wood. And then February I decided to take a C&A course. I took it and now I'm doing C&A work out at Presbyterian.

Q. A little better than ---
A. Lifting wood.
Q. --- lifting wood. Has Larry worked anywhere since his ---?
A. No, the doctor told him about this disability this October.
Q. Social Security Disability?
A. Social Security, in October so he filed for that.

ATTORNEY DUGAS:

All right. I don't have any other questions. I am going to ask --- I am going to send some authorizations. I am going to ask that you sign them, and I'll send them to Mr. Pentz as soon as I get back to the office because I need to take a look at some of your bank records and get the 1998 tax return that wasn't provided because apparently it was burned in the fire, and a few other items. And we will continue the investigation

with those things. In the meanwhile, the Court Reporter is going to prepare a typewritten transcript of this examination under oath. You have the right to review it and make sure that it is correct and accurate, signing a page to that effect, or making corrections if you believe necessary. Or you can waive the reading and signing of the transcript and I'll let Mr. Pentz give you guidance on that.

ATTORNEY PENTZ:

Mr. Green waived it. I will tell you that it has been my experience that the Court Reporters are very good. You might see a name spelled differently than what you would, but as to the substance, I certainly do not see a legal need. And it

moves things along.

A. That's fine with me.

ATTORNEY PENTZ:

So then on behalf of my client, we'll waive that.

ATTORNEY DUGAS:

And we are done for the day. Thank you for coming in.

* * * * * * * *

STATEMENT CONCLUDED AT 1:13 P.M.

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IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

* * * * * * * * *

LARRY J. GREEN and	*	
CATHY A. GREEN,	*	
Plaintiff	*	Case No.
vs.	*	01-10-CD
FRIENDS COVE	*	
MUTUAL INSURANCE	*	
COMPANY,	*	
Defendant	*	

* * * * * * * * *

DEPOSITION OF

DEBBIE SMEAL

May 10, 2001

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didn't pay attention to my surroundings.
Q.Okay. I can understand. Had you heard anything over at the Greens' house, any conversation or discussions or arguments or anything earlier that day?
A.No.
Q.Did you notice anything out of the ordinary at the --- either up until the time you left or at the time you left to go pick your husband up?
A.No.
Q.No fire, smoke?
A.Nothing.
Q.Noises, anything?
A.No.
Q.Okay. Just a typical day in the summer?
A.Yes.
Q.How long were you gone from the premises?
A.We got home about 3:20.
Q.And when you got home what

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happened, what did you see?
A.We couldn't get down our road and we couldn't tell who's house was on fire. So it was a little nerve wracking and ---.
Q.So when you say we would it be you, your children and your husband?
A.Yes.
Q.Where did you have to stop?
A.We had to stop at the very end of the road and we had to park in the parking lot across from the post office, which would be further up this way. I don't know what that's supposed to be.
Q.Well, Mr. Fitzpatrick said he thought somebody named Clayton lived there, but he didn't think it was their last name?
A.No, Maines (phonetic). Clayton Maines lives there.
Q.Clayton Maines lives in there?
A.Yeah. Further up is the --- that's the very end of the road. We couldn't even turn into our street.

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Q.About what distance up the road, a mile, a half mile?
A.Feet.
Q.Are there any other ---?
A.It takes two minutes to walk it.
Q.Okay. Are there any other homes past Clayton Maines up to the intersection?
A.Yes.
Q.Who lives in them, if you know?
A.Yeah. Burt Shank lives in the next house. And then there's like a field and then the post office.
Q.And that's the end of the road?
A.Yes.
Q.Now, across from the Greens' is that where Virginia Hayward lives?
A.Yes.
Q.And I assume she lived there even before you did?
A.Yes.
Q.Kind of like the neighborhood

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fixture?
A.Yes.
Q.Okay. By the time you got back, was the fire still burning?
A.Yes.
Q.Did you then go --- walk up Spruce Street to get closer to see what it was that was burning?
A.Yes. We had asked somebody and they told us who's house it was.
Q.Okay.
A.But we walked up to check to see what --- being so close to our house and see what was going on.
Q.Okay. Did you happen to see either Larry or Cathy Green there at that time or at a later time that day after you returned with your husband and kids?
A.Yes.
Q.Where did you see them and when?
A.Cathy --- in fact, my husband said to me he thought Cathy was sleeping. So then we got really

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scared, because we thought she was in the house, but no.
Q.Would that typically be what she ---?
A.Yes. Yeah, I didn't realize that, but he knew that she might have been sleeping, because she worked nights. Then we came out down the road and she was --- we saw her when we were coming down the road. And she was there then. Larry was already --- see, I don't know. I don't remember if he was down there or not. I know we saw him within that time period, but I don't know if he was there or if he came ---.
Q.You don't know who was there first?
A.Yeah. I can't remember.
Q.But at some point in time there were both of them there?
A.Yes.
Q.Did you talk to either one of them?
A.No.

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Q.Were you able to observe their appearance, their demeanor, their behavior?
A.Yes.
Q.And describe what you saw.
A.Larry was very upset. Cathy seemed like she was in shock.
Q.Okay. Were you --- how friendly were you before the fire?
A.We talked. You know, we didn't socialize, but ---.
Q.Didn't socialize.
A.If we saw each other we said hi. Their granddaughter sometimes played with our children, but not a lot. Just if she was there sometimes.
Q.Did you ever have occasion to speak with Larry or Cathy after that concerning the fire?
A.No.
Q.And I take it they have not moved back?
A.No.
Q.Had there ever been any

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instances during the time that you lived there that there had been any vandalism or fire bug activity or anything of that nature? I understand your car got stolen?
A.Yes. That was ---.
Q.A week, two weeks before that?
A.A couple weeks --- yeah, it was the beginning of July. July 4th weekend my car was stolen.
Q.Did you get it back?
A.Yes.
Q.Do you know who stole it?
A.Yes.
Q.Who?
A.Chris.
Q.Was he a neighbor kid or ---?
A.Yeah, he was a neighbor kid. He lived in --- had moved up from Philadelphia. He stole it to go back to visit friends.
Q.Maybe that's what they do in Philadelphia.
A.I don't know.
Q.Other than that, you never had

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any problem?
A.No, it's been very quiet.
Q.Had you ever been in the Green house before the fire?
A.No.
ATTORNEY DUGAS:
I don't have anything else.
ATTORNEY LEWIS:
I have no questions.
ATTORNEY DUGAS:
We're done. That wasn't too bad; was it?
A.No.
ATTORNEY DUGAS:
Do you want to review this or just waive the reading and signing?
A.No, I'll just ---.
* * * * * * * *
DEPOSITION CONCLUDED AT 1:45 P.M.
* * * * * * * *

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IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

* * * * * * * * *

LARRY J. GREEN and	*	
CATHY A. GREEN,	*	
Plaintiff	*	Case No.
vs.	*	01-10-CD
FRIENDS COVE	*	
MUTUAL INSURANCE	*	
COMPANY,	*	
Defendant	*	

* * * * * * * * *

DEPOSITION OF

TROOPER CARL MEDSGER

May 10, 2001

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DEPOSITION
OF
TROOPER CARL MEDSGER, taken on behalf of the Defendant herein, pursuant to the Rules of Civil Procedure, taken before me, the undersigned, Jackie Hazlett, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the offices of Chris A. Pentz, 211 1/2 East Locust Street, P.O. Box 552, Clearfield, Pennsylvania, on Thursday, May 10, 2001 beginning at 10:15 a.m.

A P P E A R A N C E S

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I N D E X

WITNESS: TROOPER CARL MEDSGER
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By Attorney Dugas 7 - 37
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EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED
One	State police Incident Report	19

OBJECTION PAGE

ATTORNEY PAGE

NONE GIVEN

PROCEEDINGS

TROOPER CARL MEDSGER, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. Would you state your name for the record, please?

A. Yes. My name is Corporal Carl P. Medsger of the Pennsylvania State Police, the Punxsutawney Station.

Q. And would you spell your last name?

A. M-E-D-S-G-E-R.

Q. We are here to take your deposition in connection with the lawsuit brought by Larry and Cathy Green against my client, Friends Cove Mutual Insurance Company. The lawsuit has its origins in a fire that occurred at the Green property on July 30th, 1999. I'll be asking you some questions and, of course,

Mr. Green's lawyer, Attorney Pentz, may have some questions for you, too. I suspect you may have either testified in court or given a deposition before. But just so we're all clear on what we're about here, let me just give you some preliminary instructions if I might. First of all, whoever's asking you the question let them finish before you start your answer. If you don't understand or don't hear the question just say so and that will give that person the opportunity to repeat or rephrase the question. Also, by waiting until they get their question out before you start your answer, it will give the Court Reporter a much more easy time of it, because she can only take accurately one person at a time speaking.

When you do answer a question use words, give a verbal response. Try to avoid answering a question with a gesture or a nod or a shake of

the head. And try to avoid saying uh-uh when you mean no and uh-huh when you mean yes. And again, primarily for the sake of accuracy of the transcript.

At the conclusion of the deposition I will ask you if you want to review the transcript and make corrections you deem to be necessary or waive the reading and signing of the transcript. I mention that now and we will revisit that at the end of the deposition.

Do you have any questions about those instructions?

A. No, I do not.

Q. All right. Then let's just go right ahead. First of all, can you tell us how old you are, sir?

A. I'm 30 years old.

Q. And you are employed as a trooper for the Pennsylvania State Police?

A. That's correct.

Q. How long have you been a state

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policeman?
A.I enlisted November 12th of 1991.
Q.And can you give us just a little bit of a background on the nature of your training, experience as a state police trooper?
A.Of course, I attended the State Police Academy in Hershey for six months. And then I was stationed at Punxsutawney Station of the state police. And in 1993, I believe it is --- let me make sure that's correct.
Yes. Effective May the 22nd, 1993, I was assigned as the alternate deputy fire marshal at Troop C Punxsutawney. And since then on July 10th of '99, I was made the full-time fire marshal at Punxsutawney. And during that time I've investigated 70 fires and also done supplemental fire investigations at about 59. These numbers are close to accurate. These were for the last deposition I gave.

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I've attended numerous classes at the State Fire Academy in Lewistown. I've also taught at that academy. And in January 13th of '97 I was recognized as a fire investigator by the State Fire Commissioner's Office. That certification includes training and experience. I have the certificates here of the training I have attended, if anybody would like to review them.
Q.It is my understanding then that for about six years you were primarily assisting the full-time fire marshal from '93 to '99 and then as of July 10, '99 you were then a full-time fire marshal out of the Punxsutawney barracks?
A.As an assisting --- yes, but not per se --- I would do my own fires and he would do his own fires. Not everything was together.
Q.Okay. Now, have you ever --- you just mentioned giving an earlier deposition. Have you ever testified in court in any proceedings in which you have been allowed to give your opinion regarding the cause or the origin of a fire that you investigated?
A.Only in a deposition.
Q.Okay. And where was that and when?
A.I have it written down here. The investigation was a double fatal explosion in the city of Bradford, McKean County --- or I'm sorry, Bradford Township, McKean County. I don't have the exact date of the deposition. But the explosion occurred November 28th of 1995.
Q.Was that a civil case in which you were called to testify?
A.Yes.
Q.Okay. How about any criminal arson cases? Have you testified in any courts in connection with the prosecution of any criminal arson cases?
A.Yes. Not in a Court of Common Pleas though, only at the Magistrate level. They've all been resolved prior to going to court.
Q.Okay. All right. In this particular case, did you have occasion to perform an investigation as part of your official duties and to the fire occurring at the Plaintiff's residence in July 1999?
A.Yes, I did.
Q.And how and when did you become involved with that?
A.On that date, July the 30th of '99, I was contacted by Chief Shirey of Bigler Jackson Woodland Volunteer Fire Department. He informed me of this fire and related that he was unable to determine a cause of this fire.
Q.All right. And would it typically be the case then if the fire department involved in fighting it could not determine the cause that they might call you in to perform that investigation?

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A.Yes. That's the normal procedure. The chief first does his investigation. And if he can determine the cause, that's where it ends right there.

Q.Okay. Why don't you take us through your personal involvement in this investigation. Start at the beginning and just take us all the way through what you did from the time you arrived on the scene, any witnesses you might have statementized (phonetic) or discussed the matter with and things of that nature.

A.As I stated before, the chief had given me a call. I responded to the scene. The firefighters were still there, at least one was still there.

First, how I start my investigation is, I give a description of the scene. Basically it was a two story wooden house, a wooden frame house. It was supported

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by a stone foundation. The exterior of the house was covered in aluminum siding. The roof of the house was a pitch roof covered in shingles. Described the entrances as being the front entrance on the south side, a sliding door on the west side and an entrance on the north side would be the back of the residence.

Q.Okay. Did you actually go in and walk through the fire scene and take measurements and things of that nature?

A.Yes. I start my investigation by walking around the outside, taking a look at how the house is laid out, what fire damage I can see from the exterior, where the fire traveled around the residence.

Q.Okay. I'm sorry. Go ahead.

A.Did you want me to go right into ---?

Q.Well, what I wanted to ask you about is whether you documented your visual observations with photographs?

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A.Yes.

Q.Okay. Do you have those photographs with you?

A.Yes, I do.

Q.Can we see them?

A.Yes.

Q.All right.

ATTORNEY DUGAS:

Off the record.

OFF RECORD DISCUSSION

BY ATTORNEY DUGAS:

Q.You have exhibited for us what appear to be prints of 35 millimeter photographs segregated into three separate enclosures here. Were all those photographs taken by you during the course of your investigation on this fire?

A.Yes.

Q.Okay. And if I was to ask to get duplicate prints, would they presumably be available if I went through the proper channels?

A.Yes.

Q.Okay. Now, let's go back to

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your investigation here. Let me ask you, how long did you actually spend on your initial investigation the first time you were there?

A.The scene exam?

Q.Yes.

A.That day?

Q.Yes.

A.I was there from 19:33 hours to 22:15 hours.

Q.Okay. So that would be about 6:30 ---?

A.Yes, 6:30 to --- 6:33 to 10:15, yes.

Q.During that time was there sufficient daylight for you to see?

A.At the beginning, of course.

Q.Now, the photographs you took, do they accurately depict the scenes shown based on your own personal recollection?

A.Yes.

Q.All right. Did you take them all on that first occasion or did you take some later?

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A.I believe so. I don't think I
was ever at the scene but one time.
Q.Okay.
A.I can check and make sure.
Q.Double check that for me.
A.Yes. I was only there one
time.
Q.Okay. So all of the
photographs that you exhibited here
today would have been taken during
that pertinent hours that you spent
on that day of the investigation?
A.As far as I can remember.
Q.Okay.
A.Unless I ran out of daylight
and had to return the next day to
take any.
Q.Now, did you also eventually
prepare a formal written report
regarding your investigation?
A.Yes, I did.
Q.And do you the original of
that with you?
A.This is the original right
here.

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Q.And this package of documents
that I have here, would that be a
photocopy of your written
investigation report?
A.That's correct.
Q.Okay.
ATTORNEY DUGAS:
You know what we
probably ought to do, if you
could identify this as
Deposition Exhibit One and put
the sticker somewhere where it
won't cover anything.
(Deposition Exhibit
Number One marked for
identification.)
BY ATTORNEY DUGAS:
Q.For the record now, we've
marked that duplicate copy of your
report as Exhibit Number One for this
deposition.
ATTORNEY DUGAS:
And do you know what we
might want to do, Chris, is
make an extra photocopy for

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yourself, if you don't care.
ATTORNEY PENTZ:
Yes. I can make one
here. There's no problem.
ATTORNEY DUGAS:
All right.
BY ATTORNEY DUGAS:
Q.Let me refer then to this
document. The first page is
basically a form with typewritten
information filled in. And at the
bottom it has your signature; is that
correct?
A.That's correct.
Q.Now, the next page begins what
appears to be a narrative, which
covers the next four pages. And does
that narrative accurately reflect
your observations, your
investigation, the things that you
did and the things that you learned
in the course of your investigation?
A.Yes, it does.
Q.To kind of maybe speed the
process up, could you tell us,

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please, the areas of the house where
you found the heaviest damage,
heaviest fire damage?
A.Yes. Like I --- do you want
me to start or how I came to that
conclusion or ---?
Q.Yes. Tell us any way that you
think is most appropriate.
A.Okay. After I get a good
description of the scene then I do my
scene examination. The interior
scene exam started at the front door,
which would be the south side of the
house towards the road. And this
would be the entrance into the living
room. This room had sustained heavy
fire damage down to floor level,
being more severe as if you were
standing in the doorway to your left,
if that makes any sense, towards the
sliding glass door. This is the area
that I found to be the most heavily
damaged, was that living room area.
Q.Now, did you then document the
areas of damage, including that

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particular one with your photographs?
A.Yes.
Q.Were you able to determine, based on your investigation, the point of origin or points of origin of the fire, if there was more than one?
A.Yes. I'd have to say an area of an origin, because after cleaning that area of the living room down to floor level we found a burn pattern on the floor that was consistent with accelerant being poured on the floor, the way it had run and the heavy charring areas and no burn in other areas. This area of the floor is where I placed the origin of the fire.
Q.Okay. And that would have been again where in terms of the rooms and whatnot?
A.The living room to the left of the doorway, the main doorway, and there's a sliding glass doorway. In that area right in there.

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Q.Okay.
A.An area of --- there's also a staircase for the second story.
Q.Now, you mentioned the word accelerant. What is an accelerant?
A.Anything that can be used in a fire to burn quicker or to --- it can be used to transport fire from one area to another. But anything that can be used to start a fire.
Q.Can you give us some examples of things that we might have familiarity with?
A.Gasoline, kerosene, potato chips I've seen used, waxed paper. It can basically be anything that burns better than normal.
Q.Okay. In this particular case did you undertake any particular forensic investigation to determine or attempt to determine the nature of the accelerant that you believe to have been used?
A.Yes. There was --- let me get the exact location where I took a

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sample from the floor, from the wooden floor to try to determine what type of accelerant would have been used. I can't find exactly where I have that written down, but the results from the lab were negative. So I have not determined what that was.
Q.Okay. Does the --- when you say the lab, would that have been the state police forensic lab?
A.Yes, in Erie.
Q.And by a negative finding, does that rule out the use of an accelerant?
A.No.
Q.And can you tell us based on your experience, why the negative finding from the forensic lab did not rule out the use of an accelerant?
A.Well, there's several reasons why it can. First and foremost is sometimes the accelerant is all consumed in the fire. Secondly, sometimes it's washed away from that

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area when you washed or moved away from that area when you clean the area off to exam it. Thirdly, the state police lab doesn't have the best equipment and there is more sensitive equipment than what we have.
Q.Now, in this particular case, let's go back to the fire investigation that you conducted at the scene. During the time you were there did you have occasion to speak to any other individuals? You did mention Chief Shirey.
A.Yes.
Q.Were there any other individuals with whom you either conversed or took a statement?
A.Yes. I spoke to Mr. Green.
Q.Okay. What did he tell you?
A.That he and his wife had a fight around 2:30 that day over money.
Q.The day of the fire?
A.The day of the fire.

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Q. **Okay.**
A. And that he had been on disability for that year now and I guess money was tight and there had been an argument about that. He had been on disability for a broken vertebrae in his neck. And that he left he house --- or they both left the house around 2:30 and he went to the Eagles and that his wife left shortly before him and went to the bank in Clearfield.
He related that the house was unlocked, that that wasn't unusual, that they left it unlocked and that the sliding glass door was open just with a screen door covering that opening. He related the argument was nothing out of the ordinary and it was not anything that severe.
I asked him if had any involve --- after I determined that I thought someone set this fire, I asked him if he had any involvement in burning his house and he denied

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any involvement.
Q. **So I take it that by the time you spoke to Mr. Green you had already determined that this was a fire of intentional origin, it had been intentionally set?**
A. Well, I initially talked --- I, of course, talked him before I even started my investigation just to see who he was and who owned his house and what the situation was.
But prior to leaving there, I did ask him that question.
Q. **And what was his response?**
A. He denied any involvement in the setting of this fire.
Q. **Okay. Now, in addition to that, did you have conversations with anybody else?**
A. His wife, Cathy Ann Green.
Q. **Okay. And when did you talk to her?**
A. On that same day.
Q. **All right. And what did she tell you?**

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A. She related that they had left the house around 2:30, both he and --- she and her husband and that she was going to bank in Clearfield. She also said about them having a fight over money before leaving and that money had been tight since he hasn't been working because of his injury. She also related the fight wasn't that severe, it wasn't that bad, not bad enough for her and her husband to burn down the house.
She related that she went to her mother's house in Mineral Springs after the bank and that the son-in-law, who lives next door, called and informed her of the fire.
Q. **Is there anything else?**
A. Other interviews or ---?
Q. **Anything else from her at that time?**
A. No.
Q. **Okay. Did you continue to conduct interviews?**
A. Yes.

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Q. **And who else did you talk to?**
A. The discoverer who was --- I'm not sure I have his name right here, Michael Patrick Fitzpatrick. Michael Patrick Fitzpatrick.
Q. **Okay. What did he tell you?**
A. This was also on the 30th. He related that he was working on his computer and he heard Larry pull out in his truck. And that about 20 minutes later he heard a pop and looked out the window and saw fire coming out of the sliding glass door.
He related he ran to the front of the house and yelled for Larry Cathy and then ran back to his house and called 911. Returned back to the front of the house calling out for Cathy and Larry. Had the phone with him, called Cathy at her mom's place. When I got to the front of the house the fire was coming out all the windows in the front of the house.
He was also asked if he had any involvement with setting this

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fire and he denied any involvement.
Q.Okay. Any other interviews?
A.Jane Rothrock.
Q.And who is she and where would she have been in relation?
A.She is a neighbor.
Q.Okay.
A.She didn't know about the fire until the fire whistles had set off. She looked out the window and then at that point saw the fire coming out of every window in the front of the house, and that she did not see anyone around the house prior to the fire.
Q.Any other interviews?
A.Of a Virginia Hayward.
Q.And what is her connection?
A.Also a neighbor.
Q.What did she tell you?
A.That she was sitting in the living room reading, smelled smoke, thought it was someone burning garbage. That she then heard a loud boom, looked out and saw smoke coming

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from out of the windows upstairs. Tried to call the fire department, couldn't remember the number. She related that the fire really moved fast. It was not long before the whole house was burning.
Q.Okay. Did you conduct any other interviews on either July 30th or July 31, 1999?
A.I spoke to some other peoples, but no other interviews at the scene there. Unless you --- I spoke to the vice president of claims at Friends Cove Mutual Insurance.
Q.Okay. Any other witnesses to the fire or neighbors specifically?
A.Not that I spoke to.
Q.Okay. Now, I think you indicated that at some point you requested Mr. or Mrs. Green or both of them to undergo a polygraph examination; is that correct?
A.That's correct. It was that day.
Q.And eventually were

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arrangements made for that to occur?
A.Yes.
Q.And when was the examination scheduled to take place?
A.I'm sorry, September the 15th at PSP Clearfield Station there in Woodland.
Q.And did you make Mr. and Mrs. Green aware of that?
A.Yes, I did.
Q.And did that examination ever occur?
A.No, it didn't.
Q.And can you tell us why it did not occur?
A.I was told by Trooper McCracken from Clearfield to contact an Attorney Cortez Bell relative to this matter. He related that Larry Green had contacted him and asked him questions about the polygraph and asked for his opinion or information about the polygraph. I'm not sure. Of course, that's --- he didn't tell me what that situation was. But he

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related that the polygraph was a voluntary and that it was up to him to take it and that Mr. Green related to Bell that he neither he or his wife was going to take the exam. And he was to relay that message to me, Attorney Bell.
Q.Okay. Now you mentioned Trooper McCracken. Did there come a time when this matter was turned over to Trooper McCracken from you?
A.Yes. After this time period it was his investigation. And the situation there was I wasn't the full-time fire marshal yet, but Trooper Shorty Merrits was leaving and I was doing his duties. And just happened the next weekend or so there was an arson fire in my area that Trooper McCracken started the investigation so we switched because we'd be closer to each other, the investigation.
Q.Okay. Do you remember at what time McCracken took over from you?

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A.Well, his first supplemental here is dated April the 12th of 2000, but it had to have been before that. My last date of --- my last supplemental here is September 16th of '99. It had to have been shortly after that. Because I remember the fire that I took for him was in September of that year.

Q.So can we safely assume that this matter continued under your direct supervision then through July and probably most of August of 1999?

A.Yes, until around this September date that Trooper McCracken was going to continue the investigation.

Q.Okay. So anything that happened after that would not be to your personal knowledge, but would --- you would have to rely on someone else's ---?

A.Right and from what he wrote in his report here.

Q.Okay. Well, let me ask you this. The documents that are contained in Exhibit Number One here, these contain not only your reports but those of Trooper McCracken and some other matters including the crime lab reports and various inventorying items?

A.It looks like Trooper Crane from Clearfield also took the items to the lab.

Q.Okay.

A.Yeah. That's about the only other officers name I see here.

Q.Well, let me ask you this question. Based on your own personal investigation, were you able to form any opinions to a reasonable degree of professional certainty as to what was the cause and origin of the fire that occurred at the Green residence in July 1999?

A.Yes. It's my opinion that the fire was started by an accelerant had been poured on the living room floor and then ignited.

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Q.That would be an intentional ignition?

A.That's correct.

Q.It take it that you did investigate other accidental causes for this fire?

A.Yes.

Q.And as such did you investigate the electrical system, the heating system and any other accidental possible sources of ignition?

A.Other accidental heat sources were checked and ruled out.

Q.Okay. Were you able to formulate any conclusions to a reasonable degree of professional certainty as to the identify of the actor or actors who intentionally started this fire?

A.Could you repeat that?

Q.Were you able to form any opinions to a reasonable degree of professional certainty as to the identity of any actor or actors who may have --- who started this fire?

A.Well, I thought that possibly Mr. or Mrs. Green had something to do with it because of the close proximity, the time when the fire started and they were there and the money problems that they were having.

ATTORNEY DUGAS:

I have no further questions.

ATTORNEY PENTZ:

I just have a couple questions.

EXAMINATION

BY ATTORNEY PENTZ:

Q.How big an area was this accelerant placed over?

A.We were finding signs of it from the front wall to all the way to the staircase. So it would be the whole width of the room, not for the whole length of the room though. Do you understand what I'm saying?

Q.Sure.

A.So it would have been from one

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side to the other, partially back towards the front doorway.
Q.And can you tell me how many square feet of accelerant had spread out or how long and wide of an area in general?
A.As to how much accelerant was used or the area that was --- the burned pattern was found?
Q.Well, let's --- well, start with the first one. Can you tell me how much?
A.No, I could not.
Q.How about the area?
A.Can I give you an approximate distance?
Q.Certainly.
A.I'd say an area square by eight foot by ten foot. A large area.
Q.Okay. Would you be able to tell me what your experience would be about how quickly a fire that started with accelerant in that large of an area is going to move?

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A.It's going to move very quickly, especially for several other reasons. The screen door being open is right in front of where this would be. And also the staircase is right beside it also. So travel to the second floor would be immediate. It would be right there. It would be one of the first places it would go.
Q.Okay. So would we be talking the interior of the house engulfed in flames within five minutes?
A.Possibly. Possibly.
Q.Okay.
A.You have to, again, how much air that the fire is getting, if there's any wind blowing in that door at that very moment. But it would be traveling through the house quite quickly, whether it be venting through the windows or anything at that point. I don't know if in five minutes it would be.
Q.There would be smoke coming out of the windows within that time

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period?
A.If they were open.
Q.Did you determine whether there were any windows open?
A.Well, the ones in the front of the house were destroyed. I don't know about the second story, if there were any open at the time of the fire.
Q.Okay.
A.I know that the screen door was open. That was a big matter.
Q.Okay. How about within ten minutes?
A.Ten minutes for smoke coming out the windows?
Q.Yes, and for the interior to be engulfed in flames.
A.Possibly, yes. I'd have to say --- without working a model up of the fire I don't know if I can accurately give you an opinion on that.
Q.Okay.
A.If you're asking is it going

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to move quickly, and is it going to spread through the house quickly, yes, the way that the fire was set.
Q.But you can give me an idea of what quickly means?
A.Well, I don't think the time period that you're talking about is unreasonable. But whether I can ---.
Q.Okay.
A.I don't know if I could give you actual evidence to that effect.
Q.Okay. But from what you've observed, that five minutes or ten minutes wouldn't be inconsistent with ---?
A.Right. Even 15 minutes. But 15 minutes I believe the house would be totally engulfed.
Q.Totally engulfed?
A.Yeah, at that point.
Q.Okay. And you indicated one of the reasons you thought Mr. or Mrs. Green was because of their proximity?
A.To the time of the fire.

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Q.Okay. And how about
neighbors? What was their proximity
to the house?
A.They were close to the house,
of course.
Q.Were they within a couple
minutes walk?
A.Not even. Yeah. Yes.
They're next door neighbors.
Q.Okay.
A.I can't tell --- to tell you
the truth I can't remember exactly
where there houses were to the ---.
Q.Can you remember that ---?
A.They're close. They can see
the house from their house.
Q.Okay. And do you recall
whether it's some --- a distance that
you could walk in a couple minutes?
A.Yes. I walked from the scene
to their houses, so it was not an ---
we don't usually walk very far.
Q.Okay. And how long did it
take you?
A.Maybe a minute.

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Q.Okay. So the neighbors were
in proximity also to this fire?
A.That's correct.
Q.Okay. And as I recall, you
interviewed a witness who said that
they had been gone for --- that the
last person, Mr. Green, had left 20
minutes when they heard the ---
noticed the fire. I think that was
the ---.
A.The discoverer, Mr.
Fitzpatrick, I think.
Q.Yes.
A.I can't remember what he said
though. Yes. He says about 20
minutes later he heard a pop, which
I'm guessing, due to what he saw
first, is that the sliding glass door
breaking.
Q.Okay.
A.Just from heat. Because like
I said, it was closed --- or open.
Q.And the fire was started close
to that door?
A.That's correct.

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Q.How long did it take to and
how much heat did it take to pop one
of those windows in a sliding glass
door, using --- assuming they used an
accelerant?
A.How much?
Q.How long would it take to pop
it, assuming the area of accelerant
that you observed and the --- and so
forth?
A.The reason I hesitate is it
being open it would take longer than
it would be if it was closed, of
course, because more heat would have
been trapped in there. I don't ---
if I gave you something it would just
only be a guess.
Q.Okay. I don't need you to
guess.
A.Okay. I don't know what
temperature that glass would break.
Q.Okay. Now, did you make a
determination as to items that were
burned along with the structure? For
instance, do you know --- did you

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determine whether there was any pets
that burned with the structure?
A.I don't remember any pets. I
can't say for sure though.
Q.Okay. Do you remember
about ---?
A.I remember one item that we
were looking for was some guns, some
rifles that were in the second story.
And a fireman was able to determine
that they were --- the reported ones
were still there.
Q.Okay. So guns hadn't been
removed?
A.Right.
Q.Did you see any signs ---
strike that.
Is that something you would do
is to check to see if items have been
removed?
A.Sometimes when people set a
fire they'll remove items such as
that. They, you know, consider those
important. Sometimes they'll move
everything out, and then, of course,

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that's very suspicious, definitely.
Q.Guns, pets.
A.Photographs is another big one.
Q.Did you determine whether any of those types of items had been removed?
A.Didn't determine anything had been removed, no.
Q.Okay. And from that, am I to understand that from you could determine everything was left in the house as far as those types of items that would normally be removed?
A.As far as I know, yes.
Q.Okay. And wouldn't that be inconsistent with your opinion about Mr. and Mrs. Green starting the fire?
A.It would be if it would have been a planned thing. But the way it seemed to have occurred it wouldn't have been planned.
Q.Okay. And are you --- is that on some specific evidence or is that speculation?

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A.Well, maybe both. The short time period between them leaving and the fire occurring, the money problems and the money problems being discussed in this argument before leaving. That's what I would be basing that it wouldn't be planned.
Q.Okay. Did you make any investigation to determine if there was any neighbors that had any problems with the Greens or anything of that nature?
A.I didn't come across any that did.
Q.Okay. Do you recall making any statements to Mr. Green that you had believed that something was thrown through the sliding glass door?
A.No, I don't remember that.
Q.And something being thrown through and igniting the premises?
A.Through the glass?
Q.Sliding glass door?
A.Or the doorway?

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Q.Doorway, pardon me.
A.No, I don't remember that.
Q.Okay. If you had reached that opinion about the starting the --- who started this fire, why was there never any criminal charges filed?
A.Well, you'd have to ask Trooper McCracken that. But at the point where I was turning it over to him I was waiting to see the results of the polygraph exam.
Q.If you would have still been on the case, would you have filed criminal charges?
A.I'd have to consult with the District Attorney's office. I would have probably asked him though if they would want to proceed with this.
Q.Okay. Do you know if anybody did ask the District Attorney's office whether to file charges?
A.I'll have to guess, but I'm pretty sure that Mr. McCracken's been talking to him about it.
Q.Okay.

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A.I myself have never talked to them.
Q.I understand.
ATTORNEY PENTZ:
Thank you very much.
ATTORNEY DUGAS:
Okay. Would you like the opportunity to review and make any relevant corrections and indicate your review and correction by filling out a signature page or will you waive the reading and signing of the deposition transcript?
A.I think that can be waived.
ATTORNEY DUGAS:
Okay. Good enough.
* * * * * * * *
DEPOSITION CONCLUDED AT 11:00 A.M.
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IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

* * * * * * * * *

LARRY J. GREEN and	*	
CATHY A. GREEN,	*	
Plaintiff	*	Case No.
vs.	*	01-10-CD
FRIENDS COVE	*	
MUTUAL INSURANCE	*	
COMPANY,	*	
Defendant	*	

* * * * * * * * *

DEPOSITION OF

MICHAEL FITZPATRICK

May 10, 2001

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DEPOSITION
OF
MICHAEL FITZPATRICK, taken on behalf of the Defendant herein, pursuant to the Rules of Civil Procedure, taken before me, the undersigned, Jackie Hazlett, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the offices of Chris A. Pentz, 211 1/2 East Locust Street, P.O. Box 552, Clearfield, Pennsylvania, on Thursday, May 10, 2001 beginning at 11:45 a.m.

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I N D E X

WITNESS: MICHAEL FITZPATRICK

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PROCEEDINGS

MICHAEL FITZPATRICK, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q.Would you state your name, please?

A.Michael Fitzpatrick.

Q.Okay. Mr. Fitzpatrick, my name is Steve Dugas. I represent the Friends Cove Mutual Insurance Company in connection with a lawsuit brought against them by Larry and Cathy Green, which has its origins in a fire that occurred at their home in July of 1999. I'm here to take your deposition. Have you ever given a deposition before?

A.No.

Q.Let me put a few preliminary instructions on the table for you then. Let me finish my question

before you start your answer. If you do not understand my question or don't hear it, tell me. I'll repeat it or rephrase it. If you answer a question I'm going to assume that you heard the question and that you understood it. And I'm also going to assume that your answer to the question is accurate and truthful. And you understand that you are obliged to tell the truth because you are under oath.

A.Uh-huh (yes).

Q.Please wait until I finish my question before you start your answer. And when you do answer use words. Give me a verbal response and not just a nod or a gesture or a shake of the head. And try to avoid saying uh-uh when you mean no and uh-huh when you mean yes. And that's primarily for the sake of the Court Reporter so she can take everything down accurately.

At the end of the deposition

I'm going to ask you if you want to waive the reading and signing of the deposition transcript or whether you'd like to review it and make any corrections you believe to be necessary and signify your review and correction by signing a document to that effect. I'm letting you know that now, but I'll come back to that at the end of the deposition.

Do you have any questions about these ground rules or preliminary instructions?

A.No.

Q.All right. Let me go ahead then. How old are you, Mr. Fitzpatrick?

A.I'll be 27 tomorrow. I'm 26 now.

Q.Okay. Where do you live now?

A.P.O. Box 147, Spruce Street. It really don't have a street name.

Q.Okay. How long have you lived there?

A.About five years.

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Q.Were you living there in July
of '99 when this fire happened?
A.Yes.
Q.Who else, if anyone besides
you, was living there at that time?
A.My wife Cindy.
Q.How far did you go in school?
A.High school, graduated.
Q.Do you have a job now?
A.Yes.
Q.What's your job?
A.Where do I work or ---?
Q.Yes, where do you work?
A.Danone International Brands.
Q.Could you spell that?
A.D-A-N-O-N-E, and
International.
Q.Okay. And what do you do for
them?
A.I'm a blow molding technician.
Q.A what?
A.A blow molding technician.
Q.A blow molding technician?
A.Yes.
Q.Where do you do that

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particular job?
A.Milesburg.
Q.How long have you been
employed by them?
A.Two years.
Q.Are you related by blood or
marriage to either Mr. and Mrs.
Green, the Plaintiffs in this case?
A.By marriage.
Q.And tell me how?
A.Cathy is Cindy's mother.
Q.So your wife is the daughter
of Cathy Green?
A.Yes.
Q.Now, let me get pretty much to
the point here. Were you home on the
day of the fire at the Greens'
residence?
A.Yes.
Q.Was anybody else home with you
at any time during which you believe
the fire was burning?
A.No.
Q.When --- had your wife gone
somewhere earlier that day?

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A.She was working.
Q.Where did she work?
A.Presbyterian Homes in
Phillipsburg.
Q.What did she do there?
A.She's a licensed practical
nurse.
Q.Okay. What time did she leave
the house that day, if you can
remember?
A.I'd say 6:30.
Q.And what time was she due
home?
A.3:30, quarter 'til 4:00.
Q.Okay. So there was no one
else in your house at the time the
fire at the Greens' occurred?
A.No.
Q.Were you employed around that
time?
A.I actually started work the
next day.
Q.Okay. And where did you go to
work the next day, Danone
International Brands?

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A.Yes.
Q.Okay. In relation to the
Green residence, where was your
residence at that time?
A.It's about 300 feet away.
Q.Now, you told me Spruce Street
in Woodland as your address. Is the
Green house also on Spruce Street?
A.Yes.
Q.Is your house and their house
on the same side of Spruce Street or
opposite sides?
A.Same side.
Q.Are there any houses, trailers
or other structures between your
house and the Green house?
A.No.
Q.Is your house front on Spruce
Street? In other words, the front
door on Spruce Street?
A.Yes.
Q.And the Green house, did their
front door lead onto Spruce Street,
too?
A.Yes.

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Q.Okay. Now, can you tell me either exactly or approximately when you first became aware that there was actually a fire at the Green residence on this particular day?
A.That's hard to --- that's a long time ago.
Q.Can you tell me whether it was before noon or after noon?
A.After.
Q.Can you tell me if it was before your wife came home or after your wife came home?
A.Before.
Q.So sometime between noon and the time your wife arrived home that day is when you first learned there was a fire there; is that right?
A.Yes. I think it was around two o'clock, but I'm not positive on that.
Q.Can you tell me what you were doing or in what part of your house or your property you were located when you first became aware?

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A.I was in my computer room.
Q.Okay. In terms of --- well, you know what, it might be easier to do this, if you'd agree to give me a little bit of a diagram. And let's just say --- let's call this Spruce Street.
A.Okay.
Q.Can you show me basically how your house and the Green house were configured?
ATTORNEY PENTZ:
Off the record.
OFF RECORD DISCUSSION
A.There would be the Greens' house.
BY ATTORNEY DUGAS:
Q.Okay. Would you put a G in there? You put a rectangle with a G inside. That's the Greens' house.
A.Okay. What do you want here?
Q.Well, you've drawn a rectangle. Why don't you put an F in there for your house? And the configuration you give me, was your

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residence a mobile home?
A.Yes.
Q.Okay. So the way you've drawn it, it sits back off Spruce Street, part of it is actually immediately behind the Green residence and part of it is off to the side?
A.Right.
Q.Okay. And the distance between the front of your house and the back of the Green house ---?
A.Is about 300 feet.
Q.Okay. And what is in that area? Is there grass, trees?
A.Grass.
Q.Pretty much an open area?
A.Yes.
Q.Okay. Now, where was your computer --- where is your computer room or where was it that day?
A.Almost at the halfway point of the mobile home.
Q.Okay.
A.Right there (indicating).
Q.Are there any windows in the

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computer room that look out the front of your mobile home?
A.Yes.
Q.Okay. What were you doing at the time you first found there was a fire at the Green residence?
A.Playing a game.
Q.What kind of game, a computer game?
A.Yes.
Q.Okay. What was it that led you to conclude that there was a fire there? Was it something you saw, something you heard, a combination of things?
A.A combination of I heard a slight boom. I looked out my window and saw the fire.
Q.The window you looked out, was that the one that you've indicated looked out of your computer room?
A.Yes.
Q.What did you see in terms of the fire?
A.I saw the --- this corner here

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(indicating). That's all the more I saw from there is this corner right here.
Q.Could you put an X on the diagram indicating the corner where you observed the fire?
A.Right there.
Q.Okay. Now, are there any doors, windows or anything else in that corner of the Green property?
A.Yeah. There's a door. It's a sliding glass door that almost go to the very corner of the house.
Q.Okay. And you've drawn a smaller rectangle in there that would indicate where the sliding glass doors were at?
A.Right.
Q.Could you see flames or was it smoke or a combination or what?
A.Flames.
Q.Was there also some smoke?
A.Yes.
Q.Okay. And as you saw it it appeared to be primarily confined to

Page 19

that area, the corner of the house?
A.Yes.
Q.Now, when you saw that, did you see either Mr. or Mrs. Green at the house?
A.No.
Q.Had you seen them at any time earlier that day?
A.No.
Q.Had you spoken to either of them earlier that day?
A.No.
Q.Were you familiar with the vehicles or any vehicles owned or routinely driven by either Mr. or Mrs. Green back in July of 1999?
A.Yes.
Q.What were those vehicles?
A.A Toyota pick-up and a Ford Escort.
Q.Did you see either of those vehicles there when you heard the boom, looked out and saw the fire and smoke?
A.No.

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Q.Had you seen either of those vehicles there any time prior to that instant earlier that day?
A.No. I hadn't gone outside that day.
Q.Okay. When you say you heard a slight boom, does that mean that it was a muffled sound rather than a sharp report?
A.Yeah. Yes.
Q.Okay. You're familiar with what say a rifle shot sounds like?
A.Yes.
Q.Was this as loud or less loud than a rifle shot?
A.Less loud.
Q.Are you familiar with what the sound like a car makes when it backfires?
A.Yes.
Q.Was that sound as loud, louder or less loud than a typical car backfire?
A.Less loud.
Q.Okay. What did you do at that

Page 21

point in time when you observed the fire at the Green residence?
A.Panicked.
Q.Well, that's probably what I would do, too. When you say you panicked, did you just freeze and stand there and watch and gawk or did you actually do something at some point after that?
A.I have stress induced seizures. That's more or less what the very first thing that happened was.
Q.Okay. So you kind of seized?
A.Yeah.
Q.And have you been given a diagnosis for the condition that causes your seizures?
A.Yes.
Q.What is it?
A.It's dystonia.
Q.Dystonia?
A.Yes.
Q.Is that an epilepsy type disease?

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A No.
Q All right. How often do you find yourself having these dystonic seizures?
A About ten times a day.
Q And other than stress, is there anything else that triggers them or do they sometimes come on spontaneously?
A Excitement, kinetic movement, if I'm sitting still and I jump up it will cause one.
Q. Okay. And how long do they typically last?
A About 30 seconds.
Q. Okay. Do you know how long that seizure you had at the point where you observed the fire how long it lasted?
A About 30 seconds.
Q. Okay. Now, when you're having that seizure are you more or less unconscious or are you conscious but simply unable to move or relate to your environment?

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A Unable to move or relate. I'm conscious, but ---
Q. Okay.
A --- to do anything, I just can't.
Q. Okay. So you can --- can you see and hear things?
A Yes.
Q But you simply can't react to them?
A Right.
Q. Okay. To the best of your recollection, what did you see or hear during that 30 second or so period that you were in the midst of that seizure?
A I was looking out my hallway. I was going for the phone.
Q So you had turned from the window?
A Right. Right.
Q. Okay. So you weren't able then to see what was going on outside because you were looking down the hall?

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A Right.
Q. Okay. After the seizure passed what did you do?
A I picked up the phone and dialed 911.
Q. Okay. And did you get through on 911?
A Yes, I did.
Q And what did you say when you connected with the 911 operator?
A I told them there was a fire on Spruce Street.
Q. Okay. Did you tell them anything more specific about it, whose house it was or where the house was located or anything else?
A No. Because really there's not a street number to specify where the house sat.
Q. Okay. Now, are you familiar with the VFW? Do you know where it is?
A Not really.
Q. Okay. Spruce Street is basically a paved kind of two lane

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blacktop; is that right?
A Yes, it is.
Q. Okay. Are there any other homes beside or next door to or adjacent to the Green residence that front on Spruce Street?
A Yes.
Q Can you give me or put on this diagram approximately where the immediately adjacent homes on either side would be and then I'll ask you if you know who lives there.
A Okay. Right here's a driveway. And here, right there is a house. Here is a line a bushes, a driveway and a house.
Q. Okay. Now, the bushes you've indicated by a series of dashes and immediately over that is a driveway and then there's a large rectangle on the left-hand side of this diagram, who lives in that house on the left-hand side?
A I don't know the last name. All's I know is Clayton.

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Q.Clayton. Okay. Put a C in there.
A.Okay.
Q.And that would be the first name of one of the residents?
A.I think so.
Q.Okay.
A.I'm not sure.
Q.Now, you've drawn another driveway immediately to the side of the Green residence and then across on the other side of that another smaller rectangle. Do you know who lives in that residence?
A.Smeals, Debbie Smeal.
Q.Can you put an S in there. Okay. Now, this driveway that you've put down here, is that actually, as far as you know, does that serve the Green residence or is that a driveway that leads back to some other residence or some other area?
A.That driveway is actually split between the Greens' and Smeals'. Primarily, the Greens and

Page 27

myself use the driveway, but they also have rights to it.
Q.Okay.
A.But it does not lead to anything.
Q.Okay. When the Green vehicles were on the premises, would they have --- would there be a typical place where you would observe them park?
A.Yeah. It's right in the very front, right off of Spruce Street, the few feet in-between the house and the street. Right there would be where the vehicles would park.
Q.Okay. Now, if, in fact, either one of those vehicles had been parked in front of the Green residence at the time you heard that muffled boom, would your view of it have been or view of any of those vehicles been blocked by the Green house itself?
A.Yes.
Q.Okay. Do you know Virginia

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Hayward?
A.I know the name but I forget where she lives.
Q.Okay.
A.I know she lives around us, but which house I don't know.
Q.Okay. Fair enough. Did you see anybody at or around the Smeal residence when you saw the fire?
A.No.
Q.Did you see anybody at or around the Green residence? I think I asked you this but I want to make sure, at the time you saw the fire?
A.No.
Q.Did you see anybody at or around the residence --- well, we'll call it Clayton's residence at the time you saw the fire?
A.No.
Q.Okay. Did you see any vehicles going up or down Spruce Street at the time you first saw the fire?
A.No, I didn't.

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Q.Okay. So we got you to the point where you made the 911 call. What did you do --- well, how long did it take you to make that call?
A.Two minutes.
Q.Okay. And during that two-minute period were you able to see the Green house or were you elsewhere in your residence without a view of it?
A.I could see the Green house, yes.
Q.What did you see during that two minutes?
A.I tried coming up through the yard towards the ---.
Q.Well, wait a minute, we're still on the phone.
A.Right. I have a cordless phone.
Q.Okay. A cordless phone.
A.Yeah.
Q.So you're talking and walking at the same time?
A.Right.

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Q.You walked out the front door of your residence and headed to the Greens?
A.Right.
Q.And you're still on the phone?
A.Right.
Q.Okay. Tell me. Keep going.
A.I started up the front yard and by the time I got to the lower corner, lower left-hand corner of their house the sliding glass doors had shattered out.
Q.Okay. Did that make a noise when that happened?
A.Oh, yeah.
Q.What was the noise?
A.That was another muffled boom.
Q.Okay. I obviously couldn't go that way so I ran around the other side. I was looking for Cathy's car, because usually she comes home and sleeps in the living room.
Q.Okay. Did you see her car?
A.No.
Q.Did you see the pick-up truck?

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A.No.
Q.Okay. So you didn't see either one of the two vehicles, either the Ford Escort or the Toyota pick-up truck?
A.No, I didn't.
Q.Okay.
A.From that point I hung up the phone and that's when --- there was a dog yard actually right to the left of the driveway towards the bottom of the driveway and I was trying to let the dogs out.
Q.Okay. Would you indicate where the dogs --- when you say dogs, were there two, three, five?
A.Three.
Q.Three. And were they in an enclosure, a pen, a structure of some sort or were they chained outdoors?
A.They were in a fence, a wire fence.
Q.All right. Okay. And what you've drawn is a smaller rectangle right behind the large rectangle

Page 32

representing the Green home. And that was a wire fenced in area where the three dogs were kept?
A.Yeah.
Q.Okay. Could you do me a favor and just put the word dogs in there so we know what that is. Did you --- were the dogs in that enclosure?
A.Yes.
Q.And what did you do, if anything, to try and let them out?
A.This part right here (indicating) was actually wood, right to the right of the Green house up against the driveway. The fence wouldn't come unlocked. I pretty much ripped the door off. The one dog was up on a set of stairs.
Q.Now, was there any fire visible at the rear of the premises at the time you were doing these things?
A.No.
Q.Okay. It was still basically in the left front of the structure?

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A.Right.
Q.And the area where the sliding glass doors had blown out?
A.Right.
Q.Okay.
A.One by one I had carried the dogs to my house. And by the time I got the last one there was entirely too much smoke coming out, even where the dogs were to --- they also had two cats and a bird and I didn't want to attempt to go in there after them.
Q.Okay. You knew that because you'd been in their house before?
A.Yes.
Q.Okay. When you'd been in the house before, had you been in the area in the left front of the house where I think the living room/dining room area was that would have been served by that sliding glass door entrance?
A.Yes.
Q.Did you happen to ever notice in there any kerosene --- decorative

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kerosene lamps?
A.Yes.
Q.Can you tell me how many there were?
A.Three.
Q.And when was the last time you had been in the structure prior to the fire?
A.I think the day before.
Q.And what brought you over there on that occasion, do you know?
A.I had gone up to tell Cathy and Larry about when I would start work.
Q.And on that occasion, do you recall seeing those kerosene lamps in the area of the living/dining room?
A.Yes.
Q.Okay. How big --- you got a Pepsi can sitting in front of you. How big are those lamps in relation to that Pepsi can?
A.They'd be much bigger than that.
Q.Much bigger than that. And in

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terms of the amount of kerosene in each of those lamps, would it be as much, less or more than what's in that 12-ounce Pepsi can, based on your ability to observe it?
A.Probably just as much, maybe a little more.
Q.Okay. These would be like hurricane lamps with kind of a glass enclosure?
A.Yeah.
Q.And then the kerosene would be in the base?
A.Yes.
Q.And the base would be made of what, glass?
A.Glass.
Q.So you could see through the glass and that's how you knew there was something in them?
A.Right.
Q.Okay. Was there any way you knew what the substance in those kerosene lamps was? I mean, was it kerosene, some kind of decorative,

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colored kerosene or do you know if it was something else?
A.I guess it could have been anything.
Q.Did you ever see them burning?
A.Actually, no.
Q.Okay. Now, had there ever been, as long as you lived there, any problems with vandalism or break-ins or any kind of mysterious burnings of anybody's house whether you knew by firsthand or secondhand or thirdhand?
A.The only thing I had known about, I think it was a few months prior to that, the Smeals had a car stolen.
Q.Okay.
A.That's it.
Q.Did they ever find out who did that, to your knowledge?
A.Yes, I think they did.
Q.Okay. Do you know who it was?
A.No.
Q.Okay. Did they get their car back?

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A.Yeah.
Q.Okay. We just took the deposition of a Trooper Carl Medsger and he gave us a copy of his report. And among other things in his report he indicated that he spoke with the person he identified as the discoverer of this fire. And he then indicated that that was you. Do you recall talking to Trooper Carl Medsger on or within a day or two of the fire?
A.I have no idea which one that is, but --- I mean, I talked to a few people.
Q.Okay. Did you talk to an individual who identified himself as a state police fire marshal?
A.Yes, I think so.
Q.In his report he says, and I'll just share that with you here and I'll read from his report. On 7/30/99 I interviewed the discoverer of this fire. He related the following information, and then the

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rest of that is allegedly a quote. I was working at my computer. I heard Larry pull out in his truck. About 20 minutes later I heard a pop, looked out the window and I saw fire coming out of the sliding glass door. I ran to the front of the house, yelled for Larry and Cathy. I ran back to my house and called 911. I then ran back to the front of the house and called out for Cathy and Larry. I had the phone with me. I called Cathy at her mom's place. When I got to the front of the house fire was coming out all the windows in the front. Now, that's what he wrote down. But that's not quite what I heard you tell me. And I'm going see if I can't sort this out a little bit. First of all, I heard you tell me that you hadn't seen Larry or Cathy at all earlier the day of the fire; is that correct? I mean, did I hear that correctly? Let's put it

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that way.

A. Yeah, you heard it correctly, but ---.

Q. Was that accurate when you told me that you hadn't seen Larry or Cathy earlier on the day of the fire?

A. To my recollection, yes, but it seems I said different then.

Q. Well, see, that I don't know, because we don't have anything other than these notes.

A. Right.

Q. And it's possible Trooper Medsger made a mistake. So I'm not suggesting to you that what he put down was true versus what you told me. All I'm trying to do is sort out.

A. Yeah.

Q. So as you sit here today thinking about it, is it your recollection that you did not see Larry or Cathy earlier the day of the fire?

A. That is definitely my

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recollection.

Q. Okay. So if this says that you heard Larry pull out in his truck ---.

A. That could have been something else, because I know I didn't see a truck that day.

Q. Okay. It says also that when you heard the pop, looked out your window and saw fire coming out the sliding glass door, you ran to the front of the house, yelled for Larry and Cathy then ran back to your house and called 911. Again, as I recall you telling me, you did not leave your house from the time that you saw the fire until you had come out of the seizure and begun to make the 911 call. Is that, in fact, your current recollection?

A. Definitely.

Q. So the version that's in here, this statement is not accurate in terms of your own recollection?

A. Right.

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Q. Okay. It also goes on to say in Trooper Medsger's report that you called Cathy at her mother's place. Now, did there come a time when you did, in fact, speak to Cathy, being Cathy Green, at her mother's home?

A. I couldn't give you --- I talked to either her --- it was her, yes.

Q. Okay. Let me just take you back then a little bit, because we sidetracked to take a little excursion through Trooper Medsger's report. I think the last thing you were telling me about was getting the dogs out of the house --- I'm sorry, out of that penned-in enclosure. Would the dogs typically be kept in that enclosure or would they be in the house or was there any particular like routine that you knew concerning the dogs being in or out?

A. They were --- most of the time, yes, they were out in the dog yard.

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Q.Okay. Now, this day, do you recall what the weather was like?
A.Really hot.
Q.A really hot day. Okay. By the time you got all three of the animals, the dogs, out of that penned in enclosure, had any fire fighting equipment arrived on the scene or any volunteer firemen arrived on the scene?
A.No. And I apologize. I just remembered there was actually four dogs. One did get away.
Q.Okay.
A.There were four.
Q.All right. So you got four dogs out of that enclosure?
A.Yeah. One, like I said, had ran away and three I did get out.
Q.Okay.
A.I apologize.
Q.No need to apologize. About how long a period elapsed from when you first became aware of the fire until the first volunteer or piece of

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volunteer fire fighting equipment showed up?
A.Everything seemed to move slow anyways, but I'd say about 15 minutes, quite a long time.
Q.Do you know what volunteers fought that fire?
A.I couldn't really tell you.
Q.Do you know where the equipment came from? Was it right there in town or was it outside of town or ---?
A.There was some from outside of town and some from our town.
Q.Okay. What were you doing in that period of time other than rescuing the dogs before the firefighters or fire fighting equipment first arrived?
A.Trying to locate Cathy and Larry Green by phone.
Q.Had you determined --- well, at least had you assumed at that point that they were not home?
A.Yes, because their vehicles

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weren't ---.
Q.Did they not also have a young child living there?
A.Yes.
Q.And did you know where he was at the time of these events?
A.He was sleeping over at a friends I think or ---.
Q.When did you learn that or find that out?
A.I think that was later in the day after the fire.
Q.Okay.
A.I had found out that's where he was. I knew he wasn't home, but he's got so many friends, I didn't know which one he was at.
Q.Okay. Now, you said you were trying to make phone calls. Do you remember who you called or what places you called in that sequence of events?
A.The first place I had called was Cathy's mother. Usually if Cathy isn't home she's visiting her mother.

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Q.And what's mom's name?
A.Shirley Wiser.
Q.And how far does Shirley live from where you live?
A.Within five miles, three to five miles.
Q.Okay. And when you called Shirley's house, who did you speak to?
A.I don't know who picked up first, whether it was Cathy or whether it was Shirley, but I asked for Cathy.
Q.And she was there?
A.Yes.
Q.And you did speak with her?
A.Yes.
Q.What did you say to her?
A.I told her her house was on fire.
Q.And what did she say to you?
A.To tell you the truth I can't remember that. Somewhat distraught, that's all I can remember. Her voice was just --- you could tell she was

Page 46

upset.
Q.But you don't recall what she might have said?
A.No.
Q.Did she give you any indication that she had any idea that she knew her house was on fire or that she had been concerned about that in that phone conversation?
A.I can't remember.
Q.Okay. How long did you talk to her?
A.It wasn't long. It probably only lasted maybe two minutes.
Q.Did you ask her about the whereabouts of her husband?
A.No, I didn't.
Q.Did you make any other phone calls?
A.I had tried calling my wife.
Q.At work?
A.Yes. For what reason I have no idea. I just --- at that point I was upset myself and ---.
Q.Any other phone calls you tried to make?

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A.No.
Q.Okay. When you were making those calls were you still outside with the cordless phone or ---?
A.Yes.
Q.And during the course of making those calls did the fire fighters begin to arrive?
A.Yes.
Q.Did you observe them fight the fire?
A.Yes.
Q.Did there come a time when either Mr. or Mrs. Green then arrived at or near the scene?
A.Yes.
Q.And who arrived first and about when?
A.Larry, Larry showed up first.
Q.And had you spoken with him up until that point?
A.No.
Q.How did he arrive? Was it in a vehicle or on foot?

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A.He arrived on foot, but nobody could get down that road because all the fire trucks.
Q.Okay. So it's possible he had driven and then stopped and then walked up from wherever it was?
A.Right.
Q.Did you speak with him?
A.Yeah. I would have had to.
Q.Do you remember what you said or what he said to you?
A.No. It was just emotional --- more emotions flowing than anything.
Q.Okay. Did he tell you how he had --- or where he had been?
A.No.
Q.Did he tell you how he had learned about the fire or if he had or whether he had just coincidentally returned home?
A.He had told me that his son had called him.
Q.His son had called him?
A.Yeah.
Q.And his son ---?

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A.I think it was his son, but anyway.
Q.Okay. The name of the son that called, do you know?
A.Sean.
Q.Was he the one who was sleeping over at a friend's house or is this a different one?
A.This is a different one. He didn't live with Larry or Cathy.
Q.Okay. Did he --- describe his appearance or his demeanor as you saw him and talked to him at that point.
A.Larry?
Q.Yes.
A.He was crying. He was very, very upset. Really, he couldn't even talk that much in between catching his breath and crying more.
Q.Okay. Did you note the odor of any alcohol on him?
A.No.
Q.How long did you and he remain in each other's presence at that point?

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A. Off and on 15, 20 minutes. I was trying to get him water, a wet towel, something to try to calm him down.

Q. And in that period of time did anyone else that you recognized arrive?

A. My wife showed up.

Q. And was this just because she was coming home from work?

A. Yes.

Q. All right. And how about Mrs. Green, Larry's wife, Cathy?

A. Yeah. She also showed up with --- I think right around the exact same time my wife showed up.

Q. And how did Cathy arrive on the scene?

A. By foot also.

Q. And did you talk to Cathy Green?

A. Yes.

Q. Can you recall what you said to her or what she said to you?

A. I had explained to her what I

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saw, when I saw the fire that I did call 911. I had taken care of her dogs. She was a little more stable than Larry. She wasn't crying quite as much or anything. She was a little bit easier to talk to.

Q. And what did she say to you?

A. She had asked first about the dogs, the bird and the cats. And she asked where the other dog had gone.

Q. And did you know at that point?

A. No.

Q. Had Larry asked anything about the animals that you can recall?

A. Yes. Actually, now that you mentioned it, yeah. He was upset about the animals being in there. And I explained to him that three of his dogs were in my house and one had run away, but I couldn't get the cats.

Q. Okay. And what was his reaction when you told him that?

A. He cried more.

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Q. Okay. Now, was there anything else now that we're kind of jogging your memory here about the conversation with Larry. Was there anything else that you can remember that you and he talked about at that point?

A. Not that I can recall.

Q. Okay. How about Mrs. Green, is there anything else that you can remember that you two talked about at that point?

A. Besides the fire fighters being there and almost passing out every two seconds, no.

Q. Did you have any more seizures during that period of time?

A. Yes. They are fairly brief. They're --- you know, I'm conscious and stuff, but the level of stress was just too high.

Q. I can imagine. Did you have any conversations with Larry or Cathy Green later that day?

A. Yes.

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Q. Okay. Were those conversations about the fire?

A. No.

Q. What were they about?

A. Larry had been so upset he ended up being taken away in an ambulance. And they had to talk to Cathy when they were on their way out, you know, letting her know that if they needed anything to call us and to let me know how Larry's doing.

Q. Okay. Did you and your wife then spend the rest of the day at your own house?

A. Yes.

Q. Okay. Did you see Larry or Cathy Green at any time after he was taken by ambulance from the scene that day?

A. I can't recall.

Q. Have you had later conversations with Larry or Cathy Green about the fire?

A. Yes.

Q. Can you tell me, please, at

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least in summary what they have told you about the fire or what other information they had, if any?
A. I don't understand the question.
Q. Well, just tell me what you remember them telling you about the fire at any time after that.
A. From like that day 'til now?
Q. Yes, 'til right before you came in the deposition room with Mr. Green.
A. More or less what we had talked about is how the investigator did come in and found this or found that and how they come up with it and the tests they ran and stuff like that.
Q. Did either Larry or Cathy tell you that the state police had informed them that they thought this was an intentionally set fire?
A. Yes.
Q. Did either Larry or Cathy tell you that the state police had felt

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that one of them was a suspect?
A. Yes, I had found that out a little bit later, too.
Q. And from whom did you find that out?
A. Both of them actually.
Q. And in the context of that conversation, what, if anything, did either Mr. or Mrs. Green say to you perhaps in their own defense or by way of surprise at that allegation or anything else?
A. The only thing I can remember right --- I mean, off the top of my head is a polygraph. I remember them saying that somebody wanted them to take a polygraph test. I think actually they wanted me to take one at some point.
Q. Did you ever take one?
A. No.
Q. Did they ever actually schedule a date for you to take one?
A. I don't think so.
Q. How often would you see Mr.

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and Mrs. Green before the fire, say a routine week? Every day, twice a day, once a week?
A. At least three times a week.
Q. Okay. And how about since the fire? Has that pattern changed any?
A. Yeah.
Q. And in what way?
A. I don't see them quite as often. My wife still sees them just as often. We have a son in which they baby-sit. I just don't --- I'm not able to make it up as much as I used to when they, you know, lived 300 feet away.
Q. And where do they now live as far as you know?
A. With Cathy's mother.
Q. Shirley?
A. Yes.
ATTORNEY DUGAS:
That's all.
CROSS EXAMINATION
BY ATTORNEY PENTZ:
Q. I just have a couple follow up

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on what has already been asked. You heard this boom or muffled boom or sound. Was it similar to the sound of say, if you would take a jar and break it, did it have that type of sound?
A. No. It was sort of like taking a gallon jug, a closed gallon jug and compressing it. More like a pop, like a poof.
Q. Okay.
A. But it would have had a real deep sound.
Q. Okay. When you heard that sound you immediately looked out the window?
A. Yes.
Q. And you said you saw fire at that time?
A. Yes.
Q. And that was on the --- as you're facing the Green house, it would be the front left area of the house?
A. Right.

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Q.Okay. Now, was there fire on the outside of the house?
A.By the outside, do you mean like the front or the side or just that whole outside?
Q.I mean anywhere on the outside of the house was there any fire coming through?
A.Just that corner. It seemed like the entire corner of the house was burning.
Q.Okay. So the fire --- was there fire coming out the sliding glass doors?
A.If you could look here there's that space between where I had drawn the sliding glass doors and the front of the house, right in that area, to the right of the sliding glass doors.
Q.If you were facing going in the sliding glass doors?
A.Right.
Q.Okay. So the fire was in that area?
A.Yes.

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Q.Was it out through the house?
A.Yes.
Q.Was there --- is there a window in that area?
A.Close, fairly close, but it would be on the front of the house in which I couldn't see.
Q.Okay. Was there any fire that you could see at any other part of the house?
A.From the window I looked out of, no.
Q.Okay. How far up the house did the fire go, the first floor, second floor?
A.It had gone to the roof.
Q.Okay.
A.So it seemed like it --- the flames had reached that high. Whether --- what was burning at that point I don't know, but the flames were ---.
Q.Up that high?
A.Yeah.
Q.Was there smoke coming out of

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any other part of the house that you could see?
A.Not that I could see. Not at that point. Later on, yes, but at that point, no.
Q.Okay. And when you came outside with your phone did you see any of the Green vehicles around that house?
A.No.
Q.Did you see any of them leaving?
A.No.
Q.Okay. On that day do you know what time either Mr. Green or Mrs. Green left the house?
A.It was hard for me to remember when I made the phone call let alone --- like I said, I didn't see any of the vehicles until the next day.
Q.Okay. Did you hear any of the vehicles on that day?
A.On that report it says I heard Larry's truck. That could have been

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the next door neighbor. I'm thinking that was the Haywards. They have a truck that sounds almost exactly like his. I could have also heard that.
Q.Okay. Do you recall hearing some vehicle approximately 20 minutes before the fire?
A.Right now, no.
Q.Okay. Now, this area where the dogs are, is that an enclosed area, completely enclosed?
A.There was a set of stairs that leads from the back of the house to the dog yard. So it's more or less attached to the house. So it's not its own separate, you know, away from it. It is somewhat attached to the house.
Q.Okay. Is it all made of wood or is it made of fence?
A.Two sides are made of metal fence and this side (indicating) had a little bit of, just a real little bit of metal fence and wood, mostly wood on that side.

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Q.Do you recall whether the door into the house was open or closed from the dog pen area?
A.I forgot to put a space here. There was a --- there was like an out porch and it had a door that went down through. That door was open.
Q.Okay. So there was a door open from the dog pen into a porch area?
A.Right.
Q.And is that porch area enclosed?
A.Yes.
Q.Okay. Is it wood on all sides?
A.It had --- I think it was aluminum siding.
Q.Okay. So it was completely enclosed?
A.Yes.
Q.Okay. How about from that enclosed porch area into the house, was that door open?
A.That I couldn't see.

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Q.Okay. When you --- you said that three of the dogs were in that pen area attached to the house; correct?
A.There was actually four in there.
Q.In there. Okay. And you said you went back to try to get other animals; correct?
A.Right.
Q.And did you make it into the porch, enclosed porch?
A.No. By the time I had gotten the last dog there was so much smoke in that enclosed porch you couldn't see.
Q.And how long was that from when you saw the fire that you --- that there was so much smoke in there that you couldn't get in?
A.I'd say about 15 minutes.
Q.Fifteen (15) minutes. Where were you taking the dogs?
A.To my house.
Q.Okay. Now, if you would have

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ran out of the house, ran out of your house to the Green house then back to your house and made a phone call, would you have remembered that today?
A.Yeah, I would have remembered. I'm positive about where I made the phone call.
Q.And that you had not left your house before making the phone call?
A.I had dialed the phone at my front door. I was going out my front door when I was dialing the phone.
Q.Okay. And when you got out your front door did you have a better view of the entire house, the Green house?
A.No, not really.
Q.Okay. Your view was still limited to that ---?
A.The dog yard and the back of the house.
Q.Okay.
A.And a little bit of this side (indicating).
Q.And when you were coming out

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of your house was there any fire or smoke in the dog yard or the back of the house?
A.No.
Q.When you went around the house did you go around where the fire was or did you go around the other side of the Green house?
A.I had first tried to go on the side of the fire and that's when those doors had --- that's where the doors had pretty much exploded out. And it had started singeing the grass and burning --- there was an old shrub right there and pretty much that scared me. And that's when I went to go around the other side hoping that it would be a little bit better to get to.
Q.Okay. Did the sliding glass windows actually pop when you were there?
A.I'm trying to think of what point. I saw them pop out, but I'm trying --- I think I was coming out

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my front door actually when they popped.
Q.Okay. Now, after you dialed 911, after that phone call, who did you call? You tried to call your wife next?
A.No, I had tried to call Shirley Wiser, Cathy's mom then.
Q.Okay. And at that point you got through to Cathy. And then after that is then when you tried to call your wife?
A.Yes.
Q.And where does she work, what town?
A.Phillipsburg.
Q.Okay. Did you actually get through to her?
A.No.
Q.Did you talk to somebody at her place of employment or did you get busy on something else?
A.Actually, she had already left. I did talk to somebody where she worked and she had already left.

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Q.Okay.
A.I do remember that now.
Q.And you probably don't know, but if you do know, from talking to your wife, do they log those phone calls in to that place of business?
A.I don't think so, no.
Q.Okay. When you approached the house where the --- the Green house where the fire was visible when you first approached it, did you see any empty containers or anything of that nature on the ground?
A.No.
Q.Did you smell anything such as kerosene burning or oil burning or anything of that nature?
A.I have bad sinuses. I couldn't smell anything.
Q.Okay. Do you recall which fire company arrived first at the scene?
A.No.
Q.No?
A.To tell you the truth, I

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couldn't tell you which one was which even if they were in front of me.
Q.Okay. Now, you said that there was --- the grass was burning outside of these --- where the sliding glass doors were; is that correct?
A.Yeah. Not really burning, but you could see --- it's not like it was burning burning, but you could see like little red --- like embers going off right out --- I mean, when those doors went it made a perfect rectangle right in the grass and you could just see it smoldering more or less.
Q.Okay.
A.And there was --- like I said, there was a tree right --- I mean, right off to the side of the house. And when those doors had gone I think the pressure or whatever somehow flames had hit that tree. It's just a little, say maybe six-foot high. I think it was a lilac bush. The one

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side of it was burning.
Q.Okay. Other than that popping or boom sound that you heard initially, did you hear anything else unusual on that day?
A.No.
Q.Do you remember hearing any of the dogs barking?
A.Oh, right, yeah. Yeah. The dogs were barking. I mean, they're dogs. That's all I can --- I mean, dogs bark.
Q.Okay. But did you hear them barking before the fire that you recall? Did you ever look out when you heard the dogs barking or anything before the fire?
A.No. The only time I can recall them barking is when I had gone outside and they always bark at me anyways for some reason.
Q.Okay. But the --- is it my understanding from your testimony that the dogs were on the back side away from where the sliding glass

Page 70

door was?
A.Yes.
Q.So they wouldn't be able to see that?
A.No.
Q.And that they didn't have access into the house to get to the sliding glass doors, if you know?
A.See, that I'm not sure of, because like I said there was that porch and then there's a door between the porch and the house. If that door was open they would have been able to get to the sliding glass doors.
Q.Okay.
A.But I'm not sure if that door was open.
Q.You don't know whether it was open or closed?
A.Right.
Q.Okay. Once you noticed that there was a fire, did you hear any other noises, any pops or bangs that you can recall, anything that caught

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your attention?
A.When I had started up the yard toward the house, in this corner here between --- beside the dog yard and in back of the Green house there's a burn barrel where we burn our household trash. I had saw something burning in there, just trash. I didn't know if they were burning their trash or if it was just embers from the house got in there.
Q.Was this while you were moving the dogs or was that when you were first going down?
A.That's when I come out of my house with --- I was actually talking to 911 at that point.
Q.Okay. And there was a burn barrel in-between the Green house and your house?
A.Yes.
Q.And when you were going down you noticed that there was some sort of fire or flame?
A.Yeah. It was no bigger than

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say eight inch by eight inches. Just a little bit of trash burning.
Q.Okay.
A.As far as I know it was trash.
Q.I was going to say, did you notice whether --- what was burning?
A.No. No.
Q.Had you burned any trash on that day?
A.No.
Q.And as I understand it, where the barrel was there was no fire coming out of the house in that area that you could see?
A.No.
Q.Do you know whether it was a practice to leave those sliding glass doors opened or locked? Do you know anything about that?
A.No, not really.
Q.Okay. That's fine. Thank you.
ATTORNEY PENTZ:
I don't have anything else.

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ATTORNEY DUGAS:
I have a couple more. Maybe before we do that though I would ask the Court Reporter to mark this as a deposition exhibit. Would you do that?
(Deposition Exhibit Number One marked for identification.)
RE-EXAMINATION
BY ATTORNEY DUGAS:
Q.I asked you earlier about the VFW and I misspoke. I should have asked you if you know where the Eagles, the Woodland Eagles is located?
A.I think it's ---.
Q.Let me ask you this. If you were to leave the Green residence which way would you head to take the most direct route to get to the Eagles Club?
A.There's really only one way off of Spruce Street.
Q.Which is the only way off?

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A. I'm trying to ---. It depends on where you're leaving the Green residence from. Like I said, they parked up here (indicating), we parked down here.

Q. When you say they parked up here, you're indicating the Greens parked in front of their house along or adjacent to Spruce Street, but you parked behind their home next to your house?

A. Right. If you're pulling out the driveway you would take a right onto Spruce Street.

Q. Okay. And if you took a left what would happen? Does it dead end or does it ---?

A. Yeah, dead end.

Q. I want to ask you a little bit more detail about your computer room itself.

A. Okay.

Q. At the time this happened you said it was a really hot day; is that right?

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A. Yes.

Q. Was your residence air conditioned or not?

A. We had a --- we have a ---.

Q. A window unit?

A. Yes, a window unit.

Q. Where was that window unit located?

A. In the back of my trailer.

Q. Okay. So the windows --- well, strike that. Do you remember if you had your air conditioner running that day?

A. Yes.

Q. Okay. And did the air conditioner make some noise?

A. It was pretty quiet. It's --- well, from where I was it was quiet. If you're in the living room, which was, you know, a good 15 feet away, you didn't hear noise.

Q. Okay. So the air conditioning window unit is in a window in a living room of your trailer?

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A. Yes.

Q. And your computer room is on the opposite side in the front of the trailer?

A. Right.

Q. Do you remember if the window in your computer room was open or closed at the time of the events that you've been describing?

A. It was open.

Q. Okay. Now, when you are in there sitting at your --- well, let me --- I shouldn't say that. But were you sitting in front of the computer?

A. Yes, I was.

Q. And where was the CRT, the TV that you were looking at? Was it facing the front wall, facing a side wall, facing a rear wall?

A. It was facing the front wall towards the front of the trailer.

Q. And as you were sitting there you were in a chair, sort of like what you're doing here?

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A. Yes.

Q. And the computer was on a what, a desk or a table or ---?

A. A desk.

Q. A desk. And was that desk up against the front wall of your trailer or a side wall?

A. It was facing also towards the front of the trailer. So the window was off to my right.

Q. Okay. So if you're sitting at your computer, the window in your computer room is to your right-hand side and you would be looking at basically 90 degrees away from that window to the computer screen?

A. Yeah.

Q. Okay.

A. Sorry. Yes.

Q. As you sit there, if you turn your head 90 degrees to your right, can you look out the window or do you have to stand to get a view out the window?

A. I can look right out the

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window.
Q.Okay. I would take it, however, that your attention would have been primarily directed to your computer terminal?
A.Right.
Q.And not looking out the window?
A.Yes.
Q.And for how long had you been playing your computer game until the time you heard the muffled boom or poof and your attention was drawn to the Green residence?
A.About 12 hours.
Q.So basically you had been up ---.
A.A while.
Q.Okay.
A.A long while.
Q.What kind of game was that by the way?
A.It was an online game.
Q.Okay. So it wasn't one that you put in a CD or disc, you actually

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participate online with other people playing the game?
A.Right.
Q.Pretty absorbing?
A.Very. I'm out of that now, thank God.
Q.That's good. Because you've got a job and all that stuff now. But would I be accurate though that when you're playing that game your attention is directed to that game and you may not be paying a whole lot of attention to everything else that's going on?
A.That's right.
Q.So it's entirely possible that either Larry or Cathy Green might have been coming and going and going and coming, but you weren't noticing that because you were looking at your computer?
A.Right.
Q.Okay. Or other people, for that matter, might have been driving up and down the street or walking

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around the Green residence or what have you?
A.Yeah.
Q.And as you were sitting there do you recall hearing any loud conversation or yelling or any commotion at all say in the three to five hour period before you heard that muffled boom and observed the fire coming from the Green residence?
A.No.
Q.Okay. The phone that you got eventually, where was it?
A.That was in the living room.
Q.So you would have had to look out the window ---
A.Right.
Q.--- see what you saw and then turn, leave your computer room and go to another room in the mobile home; correct?
A.Right.
Q.Can you put a T inside your mobile home where the phone was?
A.That would be right here.

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Q.And that seizure you had was while you were --- literally, if I understand you correctly, you were looking at the phone?
A.Yes.
Q.Okay.
A.Yes. I was --- I got up and turned and that's when I dropped it.
Q.And you would have no way of being able to see from where that --- or from where you were at that point out the front of your trailer to see anything?
A.No.
Q.The Green residence or anything around the Green residence?
A.No.
Q.Okay. Now, this burn barrel, could you put a little circle on that diagram as to where the burn barrel was?
A.It would be right about there.
Q.It was not physically near --- well, strike that. It was not physically in touch

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with any part of the Green structure, the Green house?
A.No.
Q.Okay. How far away would it have been from the closest part of the Green house? Because you put it about mid point between your place and theirs and you said there was about 300 feet distance, so ---.
A.Yeah. Like I said, I had forgotten to draw that out porch. I'm going to say it was about 50 feet. Because I know it was halfway between mine and theirs, but like I said, there was an out porch there. And it was close --- you know, from the out porch you could throw something in it.
Q.Okay. Why don't we add to the diagram to make it more accurate. Put the porch, the rear porch on the Green residence.
A.Okay. About right there. And there was a stairway going down to the dog yard.

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Q.Okay. Fair enough. Now, I understand that you're --- you're not an artist; are you?
A.No.
Q.I could tell. And this isn't specifically drawn to scale?
A.No.
Q.But it is your best effort to try and locate and put into some type of relationship the various structures and things to the best of your ability to do so; is that correct?
A.Yes.
ATTORNEY DUGAS:
Okay. I'm done. Do you have anything else?
ATTORNEY PENTZ:
Nothing else. I'll get to --- you can go ahead and cover the waiving and so forth. I'll get the other witness.
ATTORNEY DUGAS:
Yes. If you'd like,

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the Court Reporter could --- why don't you make a couple copies of those. The Court Reporter can send you a copy of this transcript and you can read it over and make sure everything is accurate or you can rely on her accuracy and waive the reading and signing of the transcript. That's entirely up to you.
A.I'll rely on her accuracy.
ATTORNEY DUGAS:
Good decision. Okay. You're done. Thank you very much.
* * * * * * * * *
DEPOSITION CONCLUDED AT 1:05 P.M.
* * * * * * * * *

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IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

* * * * * * * * *

LARRY J. GREEN and	*	
CATHY A. GREEN,	*	
Plaintiff	*	Case No.
vs.	*	01-10-CD
FRIENDS COVE	*	
MUTUAL INSURANCE	*	
COMPANY,	*	
Defendant	*	

* * * * * * * * *

DEPOSITION OF

VIRGINIA LANICH HAYWARD

May 10, 2001

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DEPOSITION
OF
VIRGINIA LANICH HAYWARD, taken on behalf of the Defendant herein, pursuant to the Rules of Civil Procedure, taken before me, the undersigned, Jackie Hazlett, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the offices of Chris A. Pentz, 211 1/2 East Locust Street, P.O. Box 552, Clearfield, Pennsylvania, on Thursday, May 10, 2001 beginning at 1:10 p.m.

A P P E A R A N C E S

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I N D E X

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PROCEEDINGS

VIRGINIA LANICH HAYWARD, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION

BY ATTORNEY DUGAS:

Q.Would you state your name for us, please, ma'am?

A.Whole name?

Q.Well, whatever you go by.

A.Virginia Lee Lanich Hayward.

Q.Okay.

A.Married name, Hayward.

Q.I'm going to call you Mrs. Hayward.

A.Okay.

Q.And my name is Steve Dugas. And I represent the Friends Cove Mutual Insurance Company in connection with the lawsuit that Larry and Cathy Green brought against them, which has its origins in a fire that occurred at the Green residence

back in July of 1999. And I'm here to take your deposition. Have you ever given a deposition before?

A.No, I have not.

Q.Then let me give you some preliminary instructions to make the process a little bit smoother. I'm going to ask you questions. Mr. Pentz will be asking you questions maybe, maybe not. When we do ask questions, please make sure that you wait until we're done before you start to answer. And when you do answer, please use words and don't just gesture, nod your head, shake your fist. And try to avoid saying uh-uh when you mean no and uh-huh when you mean yes. And that's primarily to make it easier on the Court Reporter.

If you don't hear or don't understand one of the questions, just say so.

A.Okay.

Q.If you do hear and you do

understand then I'm going to assume that your answer is responsive to the question and it's truthful, because you've been placed under oath. And I'm sure you understand you're obliged to tell the truth.

A.Yes.

Q.At the end of the deposition I'll ask you if you want an opportunity to review the transcript to make sure it's accurate. And if not, to make whatever corrections you think are necessary and signify that you've done that by signing it or to waive the reading and signing of the transcript. We'll get to that later. I just wanted to let you know now that that's what I'll be asking you.

So, do you have any questions about those instructions?

A.No.

Q.All right. Then let's just go ahead. Mrs. Hayward, are you over 21?

A.Yes, I am.

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Q.And you are married?
A.Yes, I am.
Q.What's your hubby's name?
A.Kenneth Larry Hayward.
Q.And where do you and he live?
A.We live on --- it's a post office box, but 127 Post Office Box Spruce Street, Woodland, PA.
Q.How long have you lived there?
A.About I'd say maybe 27, 28 years or 30, something like that.
Q.A long time?
A.Yes.
Q.How close is your house to the house where Larry and Cathy Green used to live, where the fire happened?
A.It's just across the road diagonally. Like they're on the one corner, we're on the other corner.
Q.Okay. Is it --- well, I'll tell you what. We have --- we took a deposition from Mr. Fitzpatrick here. He gave us this kind of rough diagram. And he indicated this area

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down here is Spruce Street and this would be where the Greens live and this is where he lives.
A.Uh-huh (yes).
Q.Can you just maybe put an X on here as to indicate where your house is located?
A.Where we live?
Q.Yes.
A.Who lives here?
Q.That's the Greens' residence.
A.That's the Greens' residence?
Q.Yes. And this is Smeals'.
A.Okay. That's Smeals'. That's the end of the alley.
Q.Yes.
A.Okay. That's going up the alley. Okay. Let's see. Here, I'll do it from this side. This is the Greens' house, this is Smeals' house and our house is right over here. Okay.
Q.Okay.
A.There's a telephone pole right there and a garage right there.

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Q.Does anybody live right across directly across from the Greens?
A.No. It's a vacant lot.
Q.Okay.
A.Mrs. Rothenrock (phonetic) owns it.
Q.Okay. So if I were walking up Spruce Street then and I came to the Greens' house and kept walking, the very next house I got to on the opposite side of the street would be yours?
A.Uh-huh (yes). Yes.
Q.And if I kept walking then the very next house I would get to past Greens on their side of the street would be Smeals?
A.Yes.
Q.Okay. Good enough. Now, do you remember the fire?
A.Yeah.
Q.Where were you?
A.I was in my living room.
Q.And is your living room, does it face Spruce Street?

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A.Yes. It's the front room on the side of the house that faces the road.
Q.Okay. Can you ---?
A.It's the front room.
Q.Can you give me --- just indicate on your little --- either you live in a real small house or that's not to scale.
A.Well, we do live in a small house, but ---.
Q.Okay.
A.It's --- this is the front room.
Q.You put a little bit smaller rectangle inside to indicate your front room?
A.Yeah. That's the front room and then there's a hallway here and then this is a bedroom. There's two rooms on this side of the house.
Q.Okay. So if we're ---.
A.This is the living room.
Q.You were actually in the corner of your house closest to the

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Greens' house at that time?
A.Yes.
Q.Okay. Are there windows?
A.Yes.
Q.Are there windows that look out onto Spruce Street?
A.Yes, there are two windows. Right here they're like two windows connected. You know, not a window here and a space and a window there, but there's two windows connected.
Q.Okay.
A.And I was sitting in the corner of the living room and the windows are right here.
Q.And what way were you facing? Were you facing towards your windows or facing a different way?
A.Well, my rocking chair was --- it was side by side. And you know, the corner was --- the rocking chair was in a corner, but it was facing so that I could see everything, you know.
Q.Now, when you said see everything, you mean see out the window?
A.My room and everything out the window and my room.
Q.Well, okay. Let me try to get this configured a little bit more.
A.Okay.
Q.Maybe we ought to do this.
A.Draw my rooms.
Q.Well, let's see if we can draw your house.
A.Okay.
Q.Let's say --- now I've drawn something here ---
A.Okay.
Q.--- just maybe to speed things up. I've drawn Spruce Street, Greens' house, Smeals' house and your house would be where?
A.Right here.
Q.Okay. Let's just do that.
A.Okay.
Q.Now, you've indicated that the room you were in is the smaller rectangle?

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A.Uh-huh (yes). It has two windows here on this side.
Q.Okay. So there's ---
A.Two windows.
Q.--- windows here?
A.Uh-huh (yes), and a window here.
Q.And one or two ---?
A.And a door here and one window here.
Q.Okay. So that's a door.
A.Yeah, a door and then a window.
Q.And that's a ---
A.A window.
Q.--- window?
A.Uh-huh (yes).
Q.And these are two windows?
A.Uh-huh (yes).
Q.Okay. Now, you're sitting in that room in your rocking chair?
A.And I'm in my rocking chair right in that corner with a doorway there.
Q.And if I put an X right there, is that your rocking chair?
A.Uh-huh (yes). Yes.
Q.And which way are you facing, the front, the side?
A.The side, because I always read so that I can see everything.
Q.Okay. So you're sitting in this rocking chair and you're generally facing in the direction of the double windows?
A.Yes.
Q.Okay. Good enough. All right. And so I guess you're reading? You're sitting there reading?
A.Yes.
Q.What, if anything, drew your attention away from your book? Do you understand what I'm asking?
A.I was reading and I heard a --- well, I heard a boom, but I didn't know what it was. And I looked out and I didn't see anything. And then I heard --- then I saw Mrs. Green's little car going down the

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road.
Q. **Okay. When you say Mrs. Green's little car, how did you know it was her little car?**
A. Well, because we lived there and I knew that she drove the little car.
Q. **What color was it?**
A. Greenish, greenish-bluish. It was a lightish green --- light greenish-bluish.
Q. **Do you know what kind it was, Ford, Chevy, Plymouth?**
A. No, I don't know my makes of cars. I know it was just a little compact car like.
Q. **Okay. You had seen her driving that before?**
A. Yes.
Q. **How long had she had that car as far as you know?**
A. I don't know.
Q. **Okay. So you saw --- did you see her behind the wheel or did you just see the car?**

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A. I just saw her --- I just saw the car going down the road and I just ---.
Q. **Which way was it going?**
A. It was going down this way (indicating).
Q. **Okay. Now, was there a place where the Greens typically parked their vehicles?**
A. Yeah, they parked them right out on the road in front of the house, you know. And this is the house and there was --- there was like a little yard like. And they parked it between the yard and the --- off the road, but onto the little space of ground.
Q. **I understand. In other words, between the paved portion of Spruce Street and their house there was a grassy area and that's where they would typically park?**
A. Yes. Yes.
Q. **So you saw --- and you put an arrow in the direction that you**

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saw ---
A. Yeah. She was going down the road.
Q. **--- Mrs. Green's car heading? And if you head the other way on Spruce Street, is there any way to get out or is that a ---?**
A. No, it's a dead end.
Q. **It's a dead end. Okay. So you got to go this way on Spruce Street the way that arrow points?**
A. Yes.
Q. **Okay. So other than seeing her go down the street after you heard that noise, did you see anything else that appeared unusual or strange?**
A. No. I just went back to reading my scriptures again.
Q. **Okay. And how --- did she take off fast or slow or did there appear to be anything peculiar about her?**
A. No, nothing. She just drove out normally.

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Q. **Now, let me ask you ---.**
A. Like I would drive out normally, you know, if you're going somewhere.
Q. **Okay. Do you remember what the weather was like that day?**
A. It was beautiful.
Q. **Okay.**
A. It was hot, too.
Q. **Hot?**
A. Yes, real hot.
Q. **Now, was your house air conditioned?**
A. No.
Q. **So you had the windows open or closed?**
A. No. We have --- we got siding on our house and it keeps our house cooler in the summertime.
Q. **So your windows were closed?**
A. Uh-huh (yes), they were.
Q. **Okay. Now, did you ever determine what had made that noise that had initially got your attention out the window away from your Bible**

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reading?
A.Well, I was reading my scriptures. I just thought it was --- I just thought it was maybe her car backfiring, you know, when she was going down the road and that, because cars do backfire when they ---.
Q.Is that what it sounded like to you?
A.Well, I didn't particularly, you know, bother about the sound or anything, because I didn't --- I wasn't making it any of my business, you know, for, you know, what was going on or anything. I was just reading my scriptures and I just heard the boom and I thought, you know, well, it might be her car backfiring and that. And then I just went back to reading my scriptures and that.
Q.All right. So you continue reading and did something else happen after you went back to your reading

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that again drew your attention out to the window?
A.Yeah. I looked out the window --- I looked out the window again and smoke was coming out the top bedroom window.
Q.Now, which one would that be at the Greens' house?
A.That would be the window over on this side. That's a window. It would be the top bedroom window.
Q.Would this have been a second floor?
A.Second floor.
Q.Okay. So then what did you do?
A.Well, then I got scared and I got all excited and I got up and I tried to call the telephone --- I got my telephone and I tried to call the fire department, but I couldn't get a hold of the fire department. And I got scared, so I ran over to Mr. and Mrs. Rowels' house. Their house is right across the lot.

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This is a lot. And then their house is right over here. And I told Mr. and Mrs. Rowels that Larry's house was on fire and I asked them if they would call the fire department. So Mrs. Rowels got a hold of the fire department. And then about five minutes after she got a hold of them they were up there putting out the fire.
Q.Okay. Now, you said that you saw Mrs. Green's car leave. Did you happen to notice whether Mr. Green's vehicle ---?
A.Yeah. His vehicle was still there.
Q.When she left?
A.Uh-huh (yes).
Q.Okay. And where was it?
A.Well, sometimes he parked his --- sometimes he parked his truck down in this little --- it's a yard. It's a yard down here. And he has his truck parked sometimes down in there. And I can't be sure if it was

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--- I think it was down in this yard. And then I was him leave.
Q.Okay. Let me stop you a second. Because I want to make sure I understand without any misconceptions.
A.Okay.
Q.You saw Mrs. Green's car leave?
A.Uh-huh (yes).
Q.At that point, you think you saw Mr. Green's truck parked next to their house?
A.Well, in either that area or up on the road area.
Q.So it was either in the ---?
A.But they both were there.
Q.Okay. So she left and his car or his vehicle ---.
A.His vehicle was still there.
Q.What was his vehicle if you can recall?
A.A little black --- no, it's not black, it's gray. It's a little gray truck.

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Q. A truck?
A. Uh-huh (yes).
Q. A pick-up truck?
A. I think they're called pick-
ups.
Q. Okay.
A. They're those little trucks.
Q. Did there come a time when you saw either Mr. Green or Mr. Green's truck move between the time that Mrs. Green left and the time that you went over to your neighbor's to have them call?
A. Yeah. They both were out there when --- both vehicles were gone whenever I went over to Mrs. Rowels'.
Q. Did you ever see Mr. Green drive his vehicle away?
A. I think he drove it away before, before I went down, before I went over to the --- before I went over to Mrs. Rowels' house --- Mr. and Mrs. Rowels' house.
Q. Okay. Before you came into

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today, we had a Trooper Carl Medsger in here.
A. Uh-huh (yes).
Q. And he gave us his report. And in that report there was this document, which apparently was obtained by a Trooper Michael McCracken, if this is accurate, on July 28th, 2000.
A. Okay. That was a long time ago.
Q. Yes.
A. Okay.
Q. Now, in this document he says that he interviewed you that day and you told him, and I'll just read from what he wrote ---.
A. Okay.
ATTORNEY PENTZ:
Can we break here? I have to cover another matter.
ATTORNEY DUGAS:
Sure.
ATTORNEY PENTZ:
Attorney Lewis is going

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to be in here.
ATTORNEY DUGAS:
Sure.
ATTORNEY PENTZ:
Thank you.
SHORT BREAK TAKEN
BY ATTORNEY DUGAS:
Q. Mrs. Hayward, you had the opportunity to review the statement or at least the summary provided by Trooper Medsger. Does it refresh your recollection as to the events of the day of this fire?
A. Yeah. It was closer to the time whenever it happened. He came whenever it --- just a little bit after it happened so it was all, you know, fresh in my mind and that.
Q. Okay. Now that you've had the opportunity to refresh your recollection, I'm just going to ask you some questions now. Getting back to the point where you saw Mrs. Green's little car leave ---
A. Uh-huh (yes).

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Q. --- and Mr. Green's truck was still there ---
A. Uh-huh (yes).
Q. --- did there come a point in time when you saw Mr. Green drive away from his house or see his vehicle leave?
A. I did see his vehicle leave.
Q. Okay. And at what point was that?
A. Well, it was after she left.
Q. Okay.
A. And it was --- well, I sit down --- it only happened --- it was only like --- like that said, it was only from --- well, 2:25 I went in and sat down in my rocking chair.
Q. Now, how do you know that?
A. Well, because I always started reading my devotions at 2:30.
Q. Okay.
A. And I always, you know, made it a point to be in there doing that.
Q. Okay.
A. And it was about 2:25 or 25

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'til 3:00 whenever I was sitting down in the rocking chair. And then about --- I was sitting there and then I heard the boom. And then it was --- it only happened from 25 'til 3:00 until about 10 'til 3:00. And about 10 'til 3:00 I went over to Mrs. Rowels'.

Q. Okay. So in that 15 minute period you heard the boom ---?

A. I don't know what happened.

Q. Okay. Hold on.

A. Okay.

Q. You heard the boom?

A. Uh-huh (yes).

Q. You saw the little car leave?

A. Uh-huh (yes).

Q. You saw after that at some point smoke coming ---

A. Yes.

Q. --- out the second floor window?

A. Yes.

Q. Was the truck still there at that time when you saw the smoke?

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A. It was going down the road.

Q. So when you saw the smoke you also saw the truck going down Spruce Street?

A. Going down the road. Uh-huh (yes).

Q. And when you saw the smoke you tried to call the ---?

A. 911. I tried to call the 911 number and couldn't get through.

Q. You couldn't get through?

A. No. I was too panicky. You know, I was too excited and I didn't know what I was doing.

Q. Then you went over to your neighbors', the Rowels'?

A. Uh-huh (yes), I did.

Q. And you told them?

A. Yes.

Q. And they called?

A. Yes.

Q. Okay.

A. And it was about 3:00 or five 'til 3:00 when the fire company got up there to the fire. And then they

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had to call in more fire because it was so big.

Q. Okay. Just so I'm clear, at the time you saw the little car drive away you didn't see any smoke?

A. No, I didn't.

Q. But when you observed the smoke coming out of the window, the second story, the front bedroom window, you also saw Mr. Green's truck?

A. Uh-huh (yes). Yes.

Q. And when you saw that it was driving the same direction away from the house on Spruce Street?

A. Away from the house, down the alley.

Q. And do you recall how it was driving? Was it fast, slow, anything unusual?

A. Well, it was just going out slow like a normal drive.

Q. Okay. And after that you tried to make the phone call?

A. Yes. Well, whenever I saw the

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smoke I tried to make the phone call. And then I hurried and ran across the lot to Mr. and Mrs. Rowels' house.

Q. Okay. Other than that initial boom, do you recall any other loud noises?

A. No, I don't. I only heard that one boom.

ATTORNEY DUGAS: Okay. I have no further questions.

ATTORNEY LEWIS: No questions.

ATTORNEY DUGAS: What I'd like to do is ask the Court Reporter to mark this as a deposition exhibit.

(Deposition Exhibit Number One marked for identification.)

ATTORNEY DUGAS: And you're done.

A. Okay. Thank you.

* * * * * * * *

DEPOSITION CONCLUDED AT 1:32 P.M.

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FILED no cc
SEP 13 2001
William A. Shaw
Prothonotary

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

LARRY A. GREEN and CATHY A. GREEN
Plaintiffs

vs

FRIENDS COVE MUTAL INSURANCE COMPANY
Defendant

No. 01-10-C.D.

Type of Case: Civil

Type of Pleading: Answer to Motion for Summary Judgment

Filed on Behalf of: Plaintiffs

Counsel of Record for this Party:
CHRIS A. PENTZ, Esquire

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FILED
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Prothonotary

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

LARRY A. GREEN and CATHY A. GREEN	*	
Plaintiffs	*	
vs	*	**No. 01-10-C.D.**
FRIENDS COVE MUTAL INSURANCE COMPANY	*	
Defendant	*	

ANSWER TO MOTION FOR SUMMARY JUDGMENT

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted in part and Denied in part. In addition to the items set forth in the Motion, Statements under Oath have been taken of the Plaintiffs on July 11, 2000 which have been attached to this Answer and incorporated by reference.

5. Admitted.

6. No response required.

7. No response required.

8. Admitted.

9. No response required.

10. No response required.

11. No response required.

12. No response required.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted as to what Carl Medsger said but Denied that the statements are correct.

18. Admitted as to the substance but Denied as to the page references.

19. Admitted as to the substance but Denied as to the page references.

20. Admitted in part and Denied in part. Virginia L. Hayward testified that a vacant lot is directly across from the Plaintiffs' residence. (page 12) She also testified that the truck she observed had was already "going down the road." (page 31) Mrs. Hayward testified that she saw a vehicle she believed to be Mrs. Green vehicle drive away. (page 19)

21. Denied. Plaintiffs incorporate their Complaint, Reply to New Matter, Statements under Oath, and Paragraphs 1 through 20 above.

22. Denied. Plaintiffs incorporate their Reply to New Matter.

23. No response required.

WHEREFORE, the Plaintiffs, Larry L. Green and Cathy A. Green request Your Honorable to deny Defendant's Motion for Summary Judgment.

Chris A. Pentz
Attorney for Plaintiffs

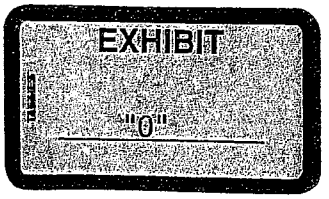
STATEMENT UNDER OATH

OF

CATHY GREEN

Taken on behalf of Friends Cove Mutual Insurance Co., taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at the law offices Chris Pentz, Esquire, of 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 1:17 p.m.

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A P P E A R A N C E S

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WITNESS: CATHY GREEN
EXAMINATION
by Attorney Dugas 7 - 67
CERTIFICATE 68

EXHIBIT PAGE

NUMBER	DESCRIPTION	PAGE IDENTIFIED

NONE OFFERED

OBJECTION PAGE

ATTORNEY	PAGE

NONE MADE

PROCEEDINGS

CATHY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. Would you state your name please, first of all?

A. Cathy Green.

Q. Mrs. Green, my name, as you just heard, is Steve Dugas, and I've been asked by the Friends Cove Mutual Insurance Company to conduct your investigation under oath as part of their examination to the claim that you've submitted for the fire that occurred on July 30th, 1999, under the policy that was in existence at that time. Before I start asking you questions let me put a few preliminary instructions before you. First of all, if you don't hear or don't understand one of my questions, you just tell me

and I'll repeat it or have the court reporter read it back or state it another way so you can understand it. If you answer one of the questions I give, it's going to be my assumption that you've heard and understood that question. And also, I'll assume that your answer is truthful because you have been placed under oath. If you either do not know the answer or cannot recall information sufficient to answer a question, you may certainly tell me that. I don't want you to guess at stuff, but you can't hide behind the pretense of being unable to recall if you really do remember.

When I'm asking a question, please let me finish before you start. And when you answer a question, please use words and not just a gesture or a shake of the head or a nod or something. And please refrain from saying uh-uh when you mean no, and uh-huh when

you mean yes, because this court reporter's taking down what is said and she can really only be accurate when she hears words. And then a transcript is going to be made, and we want that transcript to accurately reflect everything that you and I, or anybody else, happens to say during this examination under oath. And that's really one of the biggest reasons for these instructions, to ensure accuracy.

The record should reflect that Mr. Pentz is here and, of course, you may consult with him at times, if you need to, during the course of the proceedings. Otherwise, do you have any questions about these instructions?

A. No.

Q. Then let me start first by asking you to take a look at what we previously had marked as Exhibit Number One, which is a letter that I got from your lawyer and some

documents attached to it and I want you to make sure that you're familiar with what he sent me as --- on your behalf, in response to an earlier written request. So, take a look through those documents here.

WITNESS REVIEWS SAME

BY ATTORNEY DUGAS:

Q. You've had an opportunity to review those documents and you do recognize them as basically as they purport to be? Right?

A. Right.

Q. Taking a look here at this first document under the letter from Mr. Pentz. It's called a sworn statement, proof of loss and it bears your --- well, what appears to be your signature. Is that, in fact, your signature?

A. Yes, it is.

Q. And you signed it in front of a notary, and the form was filled out when you signed it?

A. Right.

Q. I assume you can read, write and understand the English language?
A. Yes.
Q. So the information on this form is true and correct to the best of your knowledge?
A. Right.
Q. We have a series of what are called personal property inventory schedules, and I believe those are in your handwriting; is that correct?
A. Yes, they are.
Q. And to the best of your knowledge, do these inventory schedules contain an accurate list of the contents of the structure that was involved in this fire?
A. Yes, it does.
Q. How did you --- how were you able to compile this list? Did you have reference to any other materials, any documents, photographs, anything of that nature, to assist your recollection?

A. No, mostly memory.
Q. Did you have anyone else helping you compile this list?
A. My husband and my son.
Q. And your son's name would be?
A. Patrick.
Q. Patrick. And he would have been 12 at the time?
A. Yes.
Q. I can't help but notice that some of the handwriting appears to be a little bit different, or is that just because there was---?
A. No, my daughter wrote that for me.
Q. Your daughter wrote it, okay. So the handwriting on this first page is yours but the handwriting on this page here which is, strangely enough, also, on page one.
A. Page one of what room?
Q. Oh, it's in his room. Oh, I see, page one, kitchen is yours. Page one ---.
A. Patrick's bedroom.

Q. Yes, that's your daughter's ---.
A. Handwriting.
Q. Okay, anybody else's handwriting on any of these?
A. No. Just hers and mine.
Q. How would she have been able to compile this? Did she have reference to anything other than her recollection, and yours, and your husbands, and your ---?
A. No. Just her and my recollection, and I have told her what to put on there.
Q. Is there any particular reason why she filled this out and not you or your husband?
A. She just wrote it as --- while I was doing my --- I was tired and she said, here mom, I'll write it while you tell me what to put down, and that's why it was on there.
Q. Okay. Were there any items you were able to salvage or repair, by way of contents, or was

everything in the house basically a total constructive loss?
A. Everything. It was a total constructive loss except for my rings. We did salvage those, they found them in the jewelry box in the bedroom.
Q. When you say your rings, what rings were they?
A. My wedding bands, my mother's ring, a black onyx and another one.
Q. You were not wearing your wedding band ---
A. No, the job I was at did not permit any jewelry, so they were in the jewelry box.
Q. --- at the time of the fire. All right. Let me start with some kind of background questions. How long have you and your husband lived in this house before the fire?
A. Eight (8) years. Eight years.
Q. And from whom had you acquired it?
A. His mother.

Q. And how, was it a deed, or was there an article of agreement?
A. It was an article of agreement when we first got it.
Q. And did eventually you get a deed?
A. Yes.
Q. When was the deed transferred?
A. Five (5) years ago.
Q. We know there was one mortgage with Beneficial that was listed on the proof of loss that we accrued. To your knowledge, was there any other liens, encumbrances, mortgages against the property at the time of the loss?
A. Not to my knowledge.
Q. As far as bank accounts, we know there was one from CSB because attached to the documents was a check that you had written on an account. At the time of this fire, were there any other checking, savings, or any other types of depository accounts with any other

bank or CSB bank, for that matter besides that checking account?
A. No.
Q. Had there been any, let's say, two years prior to this loss? Did you have any other checking accounts, savings accounts, certificates of deposits or anything else anywhere?
A. We've banked before, I don't know if it was in two years before that, at Clearfield Bank and Trust.
Q. But those accounts were not open, there was no money deposited?
A. No, on either one.
Q. In terms of assets that you owned, or that you and your husband owned jointly, or that he owned individually, for that matter, other than the house, the contents, and personal effects, the cars, did you own anything, stocks, bonds, mutual funds ---
A. No, nothing.
Q. --- oil wells? Anything?

A. No. My son has a GD from a car wreck, though, it was the only other thing.
Q. So you settled a case and got money and put it in your ---?
A. It's in a trust until he's 18.
Q. I understand you were working, you were employed at the time of this accident, but Larry wasn't; is that correct?
A. Right.
Q. And you worked where?
A. Then?
Q. Yes.
A. It's FCI Electronics, I work in electronics.
Q. Say that again.
A. FCI Electronics.
Q. And where?
A. Clearfield.
Q. What did you do for them?
A. I was a laborer, and ran a machine.
Q. How long had you worked for them?

A. About six months.
Q. Where had you worked prior to that, if anywhere, outside of the home within the past ten years?
A. Clearfield County SPCA for eight ---.
Q. What did you do for the SPCA?
A. I was a manager.
Q. When was the last time you worked for them?
A. October of '98.
Q. What was the reason you stopped working for them?
A. I was laid off and the stress of it, I did not want to go back to it.
Q. You got laid off and what?
A. I got laid off. Because of the stress of the job, I didn't want to go back to the position.
Q. Stressful in what way?
A. I euthanized 2,000 animals a year. It was a little hard.
Q. Okay. I understand. All right. You had not held any paying

jobs between getting laid off in October '98 and when you started at FCI Electronics then; is that correct?
A. No, I still did FCI right after. I might have the dates wrong there.
Q. No, all I'm saying is you didn't have, like, another job right in between them.
A. No. FCI was the next job, right.
Q. Were all of the income in your household, then, have been earned by employment, your employment or your husband's employment during 1998 and 1999, or was there some other benefit coming in such as, he mentioned a sick leave?
A. He was off on sick leave from October to March, from '98 to '99, and then he worked four months and --- or two months, and then the car accident. And he had been off three weeks before the fire.

Q. The car accident was three weeks before the fire?
A. No, the car accident was before the day. They found the broken neck three weeks before the fire. He had worked with the broken neck.
Q. And that would have been at ---?
A. Powdered Metals.
Q. So the last day he actually worked at Powdered Metals would have been about two weeks before the fire?
A. Yeah, about that.
Q. Your husband said that you're basically the one who took care of paying the household bills and expenses; would that be a fair statement?
A. Yep.
Q. So you'd know how much you paid for monthly bill of whatever nature?
A. Correct.

Q. The mortgage at house --- or Beneficial --- I'm sorry. How much was that a month?
A. $285.
Q. Were there any other loans that you were paying?
A. There was one at Beneficial for $175 a month.
Q. $285, $175.
A. And he had a loan through the credit union for, I think, it was $75.
Q. Do you remember the balances on any of those accounts, give or take, or approximately, at the time of the fire?
A. Ballpark?
Q. Yes.
A. The personal loan was probably $1,200.
Q. Is that the one from Beneficial?
A. Right.
Q. What about the credit union?
A. The credit union, I think,

wasn't even $1,000 dollars on that. It was like $800, $900. I don't know.
Q. And the payoff on the mortgage, the balance on the mortgage?
A. It's 15 something.
Q. Thousand?
A. Uh-huh (yes).
Q. Were you behind on any of these accounts at the time the fire occurred?
A. Yep. We were waiting for the disability insurance to kick in.
Q. Whose?
A. His.
Q. Would that be what he called sick leave?
A. Yeah. For the personal loan at Beneficial and for the other one. And then there was a --- my mortgage didn't have that insurance on it, and there was one payment due on that right then, and a second one coming up.

Q. Okay. So there was disability insurance policies that would have paid the Beneficial personal loan and the credit union?
A. Uh-huh (yes).
Q. But there was no such disability insurance on the mortgage?
A. No.
Q. Your 12 year old boy lived with you at that time; right?
A. Right.
Q. But he wasn't home when the fire happened?
A. No.
Q. Where was he?
A. My mother's.
Q. When did he get there?
A. He went up there about noon.
Q. That day?
A. That day.
Q. Was there any particular reason he went up there?
A. He goes up every day. His grandfather's not well. He goes up

and does odd jobs and --- but he goes every day.
Q. Do you remember the day of the week that the fire occurred, again, July 30, 1999? Was it a weekend, a weekday; if you know?
A. Friday.
Q. A Friday. And, had you worked anywhere within the preceding 24 hours? Had you been to work at FCI Electronics?
A. No.
Q. When was the last time you had worked before the fire?
A. Tuesday night.
Q. And the fire was Friday?
A. Right.
Q. So you wouldn't have worked Wednesday, Wednesday night, Thursday or Thursday night?
A. Right.
Q. So you and your husband would have been home, more or less together, during that period of time?

A. Right.
Q. Along with your son, until noon on the day of the fire, when he went up to visit his grandpap?
A. Correct.
Q. Okay. That proof of loss says the fire occurred around 3:00 in the afternoon; do you agree with that?
A. Around there.
Q. Let me ask you this, when did you find out that the fire occurred?
A. Around 3:15, 3:30.
Q. How'd you find out?
A. I walked into to my mother's house, the phone was ringing, my son-in-law called me.
Q. You walked into your mother's house?
A. Right.
Q. Down in Mineral Spring?
A. Right.
Q. And the phone was ringing as you walked in?
A. Right.
Q. And on the other line was?

A. My son-in-law.
Q. And his name was?
A. Michael Fitzpatrick.
Q. Did he talk to you?
A. Yes.
Q. What did he say?
A. He said, you're there, you're safe. And I said, what's wrong Michael? And he said, your house is on fire.
Q. So did you pick up the phone, or did somebody else pick up the phone?
A. No, I picked up the phone. No one was home.
Q. All right. What I want to do is go back a little bit during the course of that day. Do you remember what time you awoke the morning of the fire?
A. Honestly, no.
Q. Would it have been some time before noon?
A. It would have been early, probably before 8:00.

Q. And at that time, you and your husband and your son were all home?
A. Right.
Q. Anybody else there?
A. Not that I remember.
Q. I understand you have some pets, or had some pets at that time; is that right?
A. Yes.
Q. What did you have by way of pets?
A. Two cats, a bird, and three dogs.
Q. I'm going to assume that the bird was in the house.
A. And the two cats.
Q. And the two cats, at the time of the fire.
A. Right. They were never outside.
Q. They were house pets?
A. Right.
Q. And the dogs?
A. We had a built-in dog yard, and because the weather was nice,

they were left out.
Q. Were they left out overnight, or were they only ---
A. No.
Q. --- left out in the day?
A. No. they were just left out when they usually had to go or if --- when the weather was nice, they'd go out and sit for a couple hours in the afternoon.
Q. When you woke up the morning of the fire, your cats, your bird were in the house. Were the dogs in the house?
A. Off and on. In the morning? First thing when I woke up?
Q. Yes, when you woke up.
A. They were in the house, they sleep in the house.
Q. Is there some way they can come and go in and out of the house by themselves? It almost seems like they, you know --- or do you have to open the door?
A. No. I have to open the door.

Q. Who woke up first that day, if you can recall?
A. Me.
Q. Take me through your recollection of what happened as time went on. You got up, what'd you do? Make some coffee?
A. Made coffee, let the dogs out, let the dogs in, let them out again. Fed the dogs, fed the cats, daily ritual.
Q. What about your husband, did he wake up at some point?
A. He came down probably an hour after I did.
Q. And how about your son, what time did he get up?
A. Probably about 9:00.
Q. Now tell me, take me through the rest of that day.
A. My husband and I got cleaned up, went to town, picked up the mail, came back home. I was going to lay down for a couple hours. The mail had came, that's what started

the argument.
Q. Let's stop there. You did not have mail delivered to your house?
A. No, at the post office.
Q. Any particular reason for that?
A. They don't deliver on the street I live on.
Q. So the post office would be where?
A. A block from the house.
Q. Big deal. Do you remember about what time you got to the post office?
A. No.
Q. And you and your husband both went?
A. Yeah.
Q. Retrieved the mail, and then you said that's what started the argument, or that's when the argument started, or words to that effect? I don't want to put words in your mouth, but I'm trying to remember what you said.

A. Well, we got the mail and then we got home. I think we went to town. When we got home, I was reading the mail and the insurance company had wrote a letter stating they needed more information about the wreck. I had been expecting a check in the mail that day.
Q. From whom?
A. The car insurance.
Q. Well, I don't want to interrupt. You go ahead. You keep telling me what happened.
A. So we argued over it, I was upset with the insurance company. Every time, you know, we sent them one thing and then they wanted another, and I was expecting a check, and the argument just got heated.
Q. Now, this would have been the car insurance, having to do with your husband's auto ---
A. Auto ---.
Q. --- mobile accident. And what

company would that have been?
A. State Farm.
Q. State Farm? Did you ever have Allstate insurance?
A. Uh-huh (yes).
Q. Did you have Allstate at the time of that automobile accident?
A. Do I have Allstate now?
Q. I don't know?
A. I don't either. I'm sorry.
Q. Okay, that's okay. Don't need to apologize.
A. I don't have State Farm, I have Allstate, and I did have Allstate at that time.
Q. So it wasn't State Farm it was Allstate? I know it's hard to tell them apart anymore. Were you dealing with any other insurance companies at that time, specifically, any disability insurance companies related to your husband's ---
A. His work.
Q. --- work? Yes.

A. His work, he should have had sick-pay, and that was the other thing that wasn't there.
Q. Would he have routinely gotten a sick-pay check on a regular basis at that time?
A. He did when he was off in October, but then he'd only been off two weeks when the wreck happened. And then, starting the third and it was due and it wasn't there, and I thought there should have been a check for that that day.
Q. So you basically thought that the mail should have contained his sick leave or sick-pay check and a check from Allstate for the automobile accident, and neither one of those was in the mail that day?
A. No.
Q. And you had your employment providing income at that time; correct?
A. Correct.
Q. And you would get paid how

often, once a week, once a month?
A. Once a week.
Q. Okay. What were you bringing home on a weekly basis in, say, the month of July, '99?
A. I made $7 an hour.
Q. $7 an hour?
A. Yeah.
Q. Did they have any health insurance that you had as part of your employment, Blue Cross/Blue Shield, anything like that?
A. I could have bought one.
Q. But you didn't?
A. No, I hadn't been there --- you had to be there like a thousand hours before you could.
Q. And you hadn't been there that long?
A. It was through a temporary service.
Q. Okay.
A. We were working through a temporary service for FCI.
Q. What was the temp.?

A. JFC.
Q. JFC? And where were they?
A. I think they're out in Lewistown. I mean, I went to the unemployment office here is how I got hired.
Q. All right. Did you pay all the household bills out of the checking account?
A. Yes.
Q. You didn't use cash or anything to ---?
A. Sometimes.
Q. Sometimes? But not usually.
A. Sometimes, if I didn't make it to the bank or ---.
Q. So. Now, you and your husband get into an argument over this check situation. Why were you arguing with him about it; I mean, what could he do?
A. He didn't do anything. I was just upset that it didn't come, voiced my opinion, and then he got upset because he said it wasn't his

fault, which it wasn't his fault but by then --- it really wasn't, but by then I was just angry and he was just angry. It was just a screaming match.
Q. About what time of day did that argument take place?
A. Oh, I don't know, about, 1:00, 1:30.
Q. I guess I was a little confused, or maybe I misconstrued something. When you said you went to town and got the mail --- I guess maybe I should be clear. Where did you go to in town? Was it just to the post office, or did you go somewhere else?
A. I went to town to go buy cigarettes.
Q. And how did you get there? Did you take your car or his truck?
A. My car.
Q. So you bought some cigs and anything else that you bought or anywhere else that you went in town

that day?
A. No, I don't think.
Q. You remember where you were --- went to buy the cigarettes?
A. County Market.
Q. When you say town, what town?
A. Clearfield.
Q. How long does it take you to get to Clearfield by car?
A. About 10 to 15 minutes.
Q. Did you go to town first and then to the post office, or did you go to the post office first and then to town?
A. To town first.
Q. Then to the post office?
A. Right.
Q. And then home?
A. Right.
Q. And nowhere else in that trip?
A. Not that I remember.
Q. And you and your husband were both together?
A. Right.
Q. So, I think you said, 1:00,

1:30 you get in this argument, something like that?
A. I'm not sure.
Q. Okay, fair enough.
A. We had argued twice that day.
Q. Oh, was it both or ---.
A. I'm confused from your questions. I'm sorry about that.
Q. That's all right. I'm just trying to get a --- you know, I wasn't there and I don't have a video camera. I wish I did, but ---
A. Right. I do, too.
Q. --- I wasn't and I don't. So I need to talk to you to find out as much as you can remember about the events of that day. Now, you said you had two arguments with --- when did the first one occur?
A. Okay, that's when we went to town and that was probably around 11:00.
Q. What was that argument about?
A. That argument was over the sick-pay not coming and the

insurance check.
Q. So that would have been about 11:00 a.m.?
A. Right.
Q. And where did that argument occur, at home?
A. Yes.
Q. So it would have been after you returned from the post office?
A. Right.
Q. And then after that, take me again ---.
A. Then Larry left and went out to work.
Q. Larry went to do what?
A. Out to Powdered Metals ---
Q. Okay.
A. --- to talk to them about the check from the sick-pay.
Q. How did he go there? Did he take his truck?
A. He took his truck.
Q. What kind of truck did he have then?
A. It's a Toyota pickup.

Q. Toyota? And what color was it?
A. Gray.
Q. And what was your car?
A. Blue Ford Escort.
Q. What year, if you remember?
A. No, I just write checks out for the things. I think it's maybe an '84 or '89.
Q. So after the first argument, he told you he was going to work to talk about his sick-pay; is that right?
A. Uh-huh (yes).
Q. And you stayed home?
A. Yeah.
Q. Was your son still there?
A. No, he was gone.
Q. Did he leave while you were in town or at the post office?
A. Yeah. He was gone before we come back home.
Q. All right. So, you're home alone?
A. Right.

Q. Then what, what do you do?
A. Called my mom and told her I was going to take a nap, and I curled up on the couch. I had work that night.
Q. So you were scheduled to go into work that night?
A. That night.
Q. To start at what, 11:00 p.m.?
A. Yes.
Q. So you're taking a nap on the couch, and what's the next thing you remember?
A. Larry came home from out at work and ---.
Q. Then what?
A. Then we argued again.
Q. About what?
A. He'd had a couple beers, he was a little mad about the money from the sick-pay out.
Q. So he had money with him?
A. Right.
Q. Not a check, but money?
A. Money.

Q. And what did he tell you about that? Did he say, here I got my sick-pay?
A. Yeah, that's what he said.
Q. How would he have cashed that, or where?
A. The bank I would imagine?
Q. So it had to be CSB Bank?
A. Yeah.
Q. What branch do you usually use?
A. K-Mart Plaza.
Q. So you said he got his sick-pay and you could smell some alcohol on him?
A. Uh-huh (yes).
Q. And did you ask him about that?
A. No.
Q. Where have you been, what have you been doing?
A. I said, where have you been, what you been doing? And what I got is he was a little puffed up.
Q. What did he tell you when you

asked him that?
A. I don't know if he answered me or not.
Q. Did you have any idea where he might have been?
A. Probably the Eagles.
Q. Did he spend a lot of time there?
A. He stopped daily for a beer or two.
Q. I don't want to guess what happened. What I understand from what you said, however, is that he basically woke you up from your nap when he returned?
A. Uh-huh (yes).
Q. And he had cash. He told you he had gotten his sick-pay check and you assumed that he cashed it somewhere because he had cash money; right?
A. Uh-huh (yes).
Q. Do you remember how much he had?
A. I think like $500.

Q. And you could smell some alcohol on him?
A. Uh-huh (yes).
Q. Did he appear to be intoxicated, or in any way under the influence?
A. No. No.
Q. So tell me, what did you and he talk about then?
A. The insurance thing. I was still mad about that. I'm one of these people, when I get a little tuned it stays there. And then he was going, and I was mad because he had had a couple beers, and just kind of that's what we went around about. And nothing was his fault, and nothing I said was right, and so we argued some more.
Q. Did you guys argue a lot, or was this something that was rare?
A. On occasion. No, on occasion. Not often, I wouldn't say a weekly basis thing, but on occasion.
Q. So, what time was it, if you

know, that this second go around took place?
A. I would say between 1:30 and 2:00. And I'm not sure of it.
Q. How long did you two guys argue on this second occasion?
A. Probably not long, 10, 15 minutes.
Q. Was there any physical ---?
A. He hit me.
Q. He hit you?
A. Then he slapped --- I dropped a cigarette, I picked it up, ran my hand across it, put it in the ashtray, and out the door I went.
Q. And you left?
A. I left.
Q. When he hit you, you took off?
A. Right.
Q. Did you know where you were going?
A. No. I got in the car, didn't have any cigarettes, so I headed for town. I went to the store, I bought cigarettes, I went to the bank, took

$500 out to pay my light bill because it was late, and then I ---.
Q. Let me interrupt you, you said you went to town, you went to Clearfield?
A. I went to Clearfield Sheetz and Industrial Park.
Q. And you cashed a check at the ---.
A. I went to my bank and cashed the check for $500 down to cash.
Q. That would have been this check that was attached to the letter from Mr. Pentz?
A. Right.
Q. July 30, 1999. Check number, was it 460?
A. Yes.
Q. And this was cashed at, it looks like July 30, 1999, 2:59. See that little stamp there?
A. Yes.
Q. One minute until 3:00 in the afternoon.
A. Right.

Q. So that's where you were, cashing this check at your branch at the K-Mart Plaza?
A. Right.
Q. Then where did you go?
A. Well, then I turned around and took the long way back to my mother's house.
Q. Okay. What time did you get to your mom's house?
A. I don't know, 3:15, 3:30. I wasn't looking at my watch.
Q. And so, that kind of brings us back to where we were ---
A. Back to where the fire was.
Q. --- and that's when your son ---.
A. In-Law.
Q. --- in-law, Mike Fitzpatrick, said words to the effect that, gee, I'm glad you're there, your safe, your house is on fire?
A. Right.
Q. How far is your mom's from your house?

A. A mile and a half.
Q. But there was nobody home when you got there?
A. No, they were at the fire.
Q. Okay. So somehow they heard about it before you?
A. Right. They thought I was on the couch, sleeping.
Q. What did you do after hanging up the phone from the conversation with your son-in-law?
A. I drove over to the fire.
Q. It took you, literally, a minute or less, or somewhere in that neighborhood?
A. Somewhere.
Q. And when you got there, what did you see?
A. Well, I couldn't get down the street. There was fire trucks everywhere. My son was standing in the middle of the street bawling. My niece, that my mother raises, was standing there with her daughter, bawling. They all thought I was on

the couch. They had my mother on the neighbor's porch with oxygen, so that's where I went to.
Q. Did you see your husband anywhere?
A. He pulled in right behind us and came up the road.
Q. Do you know where he had been from the time that you left the house until the time that you next saw him?
A. No.
Q. Did you ever ask him?
A. Afterwards.
Q. What did he tell you?
A. He said he went to the club.
Q. I understand your house is surrounded by neighbors on all sides, except the back, where there is a creek. Is that pretty fair?
A. There's a trailer down there by the creek. My daughter lives in it.
Q. Okay. Do you know the names of your neighbors around you?

A. Most of them.
Q. And what are their names?
A. Smills (phonetic) live to the one side. You know, I don't remember the neighbor on the left side. I know Smills live --- I'm drawing a total blank here. It's been a year and I haven't even been over there, so ---.
Q. Understood.
A. Haywards (phonetic) live across the road from us, and the guy on the right side of me, I know his --- I can't tell you his name, I just never remember it.
Q. Anyone else in the ---?
A. There's another trailer up the road who has little kids, but I don't know their names.
Q. Okay. Did you ever have any trouble with your neighbors?
A. No.
Q. Did you ever think any one of them would say anything to try to get you or your husband in trouble,

either in general or having to do with this fire?
A. I would hope not.
Q. Did you ever give them any reason to, you know, lie or make stuff up about you, to get even or get back at you, or anything of that nature, to your knowledge?
A. Not to my knowledge. I mean, Larry's called the cops a couple times on the kids running four-wheelers. But, I mean, other than that, we never have any problems with neighbors.
Q. Did you ever have any vandalism or malicious mischief done to your house, or ever any prior attempt to burn it, or destroy it, or hurt it in any way by anyone?
A. No.
Q. Did you ever have any such problems in your neighborhood as long as you lived there?
A. The neighbor had a car stole two weeks before.

Q. Did they ever find out who stole it?
A. The neighbor's son down the road. Two houses down. But those boys have been in some trouble.
Q. Like what?
A. Well, the oldest boy was into drugs and was in jail, and the youngest boy was caught with drinking. So he was on probation. And Larry had scolded them all once or twice, but I mean, they all came back to my house and was fine, you know, and they were there with my son.
Q. Okay. Was there any gasoline, or kerosene, or similar products in your house, as far as you know from the time you left just before the fire?
A. Kerosene lamps all through the living room.
Q. You have kerosene lamps in your living room? Why would you have kerosene lamps in your living

room, just like a collector thing?
A. They were decorative, collectors kerosene lights that ---.
Q. And you had kerosene in them?
A. Yeah, colored kerosene.
Q. What did you heat your house with?
A. Oil. I had kerosene that we ran in the wintertime sometimes to help.
Q. Who did you get your oil from, or heating oil?
A. I'm trying to think.
Q. Was it a local ---?
A. I think it's Budget something.
Q. Would you have paid for that out of your checking account?
A. Yeah.
Q. So if we got copies of your canceled checks, or your whatever, we'd be able to see, probably, the name of the oil company?
A. Yeah.
Q. You used home heating oil?
A. Yeah, unless we ran out and I

didn't want to buy a tank, and they would go get kerosene and dump it.
Q. But you didn't routinely burn kerosene in your ---?
A. No. No.
Q. But I understand that you can, in a pinch, use the kerosene?
A. Use it, yes.
Q. And you did have kerosene space heaters?
A. Yeah, just one.
Q. I assume that on July 30th, 1999, you were not using a kerosene heater?
A. Uh-uh (no). It was on the back porch?
Q. And you didn't have any kerosene stored anywhere in the premises? You did have the kerosene lamps, but you didn't have any kerosene stored anywhere else?
A. No.
Q. Do you know if there was any oil or anything in your tank at the time of the fire, because sometimes

people let them run dry in the summertime?
A. I think there was some in there. I don't know for sure.
Q. All right. Did you ever have any problem with your heating system, your electrical system, short circuits, or furnace cutbacks or anything in the time that you lived there?
A. The furnace was two years old. Jay Pry put that in. Pry put the furnace in two years before that.
Q. Who installed the furnace, do you remember?
A. Jay Pry and Son?
Q. Jay Price?
A. Pry. P-R-Y, and Son.
Q. Pry and Son, okay. And I assume that it didn't give you any problems?
A. Uh-uh (no), no.
Q. Did you lock your house routinely when you left it, or did you leave it open?

A. It was open.
Q. Was there any particular reason why you didn't lock it?
A. I just don't lock --- I didn't feel there was any reason. I trust people.
Q. And you never had any problems with break-ins or anything like that, so ---?
A. No.
Q. By the way, did you know your son was going up to your grandparents' that day?
A. Yes.
Q. Okay. He said, mom, I'm going, or something like that?
A. Yes. I talked to him when I came back home. He was there. They were going to town. They called and said they were going to go to town later and he was going with his grandmother.
Q. You said they called later. Who, and when did they call?
A. Patrick called, probably

around noon, 1:00, said that they'd be going to town in the afternoon and he was going with his grandmother.
Q. So you talked to him at that time?
A. Right.
Q. Did you or your husband have any cell phones or car phones?
A. No.
Q. Did you have just one phone in the house?
A. There was two, well, one number.
Q. One phone line with one number?
A. For one phone line, yes.
Q. Who was your phone company?
A. Bell Atlantic.
Q. Other than the call you made to your mom, and that would have been a local call, wouldn't it?
A. Right.
Q. Did you make or receive any long distance calls the day of the

fire?
A. Not that I remember.
Q. Have you talked to any of your neighbors about what they may have seen, or what they might have known about this fire?
A. Me?
Q. Yes.
A. No.
Q. Have you been questioned by investigators, state police, and other investigators?
A. We talked to the fire marshal and we talked to the fire marshal that Friend, Cove had hired.
Q. What did they tell you about their investigation, that you can remember?
A. That they were just trying to find the cause.
Q. Did they ever indicate to you that this was an intentionally set fire, that they had ruled out any accidental ---?
A. They told me they did.

Q. What did you think when you heard that?
A. I wanted to throw up.
Q. Did you wonder who could have done it?
A. Right.
Q. Did you have any thoughts about who could have done it?
A. No, I didn't. I just couldn't imagine anybody setting a fire to the house or why.
Q. Have you ever separated or filed for divorce from Larry?
A. No.
Q. Have you ever been charged with or convicted of any felonies, criminal felonies?
A. No.
Q. Have you ever been charged with or convicted of any misdemeanors involving dishonesty, like bad checks, or receiving stolen property, or theft, or anything like that?
A. No.

Q. Do you have any idea who started this fire?
A. No, I don't.
Q. When you left after Larry slapped you, and you got in your car, how did you leave? Did you leave quietly, or did you kind of, you know, hit the gas and pull out?
A. It was probably a little loud. I pulled into the neighbor's, turned around, and I probably gunned it going down the road, I mean ---.
Q. Did you look in your rearview mirror or see if he was following you?
A. He was standing on the porch, heading for his truck.
Q. He was standing on the porch and he was heading for his truck?
A. So I just kept right on going.
Q. Did you see him get in his truck and leave?
A. No, I was out the road.
Q. You were gone?
A. Gone.

Q. Bear with me here just a moment. Did you have any credit cards at the time of this fire ---?
A. No.
Q. --- or within a year prior to the fire?
A. No.
Q. Were there any car loans on either of your vehicles?
A. The credit union is what the trucks was on, but they didn't hold title. It was just a personal loan. That's what that loan was.
Q. Were there any other loans or credit accounts that you were making monthly payments on, besides mortgage, personal loan from Beneficial, and a credit union at the time of the fire?
A. I had a Sears card.
Q. Do you know how much the balance was at the time?
A. $800.
Q. Any others?
A. Uh-uh (no).

Q. No?
A. No.
Q. Do you know how much your husband's sick-pay, paid per week or per month, or however they paid it?
A. I'm trying to think. See, he usually got them all in a lump sum. It was like $600, I think, for the month.
Q. And as far as the Allstate automobile insurance, do you remember how much they had been paying?
A. They hadn't paid anything yet.
Q. Up to that point, they hadn't paid?
A. Up to that point, they hadn't paid.
Q. You didn't set this fire, did you?
A. Me?
Q. Yes.
A. With my three cats, birds, I rather doubt that.
Q. I have to ask.

A. I know. I'm insulted. I loved those animals dearly and it's like ---.
Q. I'm sure you did. When you say your animals, I mean, were those your pets?
A. Yeah, I worked eight years with the shelter. Everyone of those I hauled home was mine. I mean, my husband and the one cat we're attached to, but, I mean, there was something special about each one of these animals.
Q. And the dogs, they were okay, though?
A. Yes.
Q. Were they used as guard dogs or did they ---?
A. No.
Q. Do they bark?
A. They laid on the couch --- yeah, they barked.
Q. If a stranger came to the house, they'd usually bark.
A. In the house. Outside, they

barked at everything.
Q. Okay. Yes, I have a neighbor with dogs like that, too. I'm almost done. Who is taking care of Larry's medical expenses now?
A. Now? He went through the VA and he just got a medical card.
Q. I understand he has had surgery on his neck from Doctor ---
A. Welsh.
Q. --- Welsh in Pittsburgh?
A. Right.
Q. And that was before the car accident?
A. Right, that was under his health insurance at Powered Metals.
Q. Then after the accident, he had some treatment?
A. Yeah.
Q. But he hasn't had another surgery?
A. No.
Q. Is he still under the care of any doctors?
A. Yeah.

Q. You mentioned Mary Lesko (phonetic).
A. Yeah. Lesko.
Q. That's a family doctor?
A. She's an internist, yeah. But that's what we use her for, yeah.
Q. And Welsh?
A. Welsh is still --- he still has one more visit with him. But he's due for --- he just had an MRI and another scan, so we don't know where that's going.
Q. Did you continue to work after the fire?
A. Yes.
Q. Are you still working there, or are you somewhere else?
A. No, no, no. No, they laid me off and I went to Appalachian Wood.
Q. What do you do for them?
A. Lifted a lot of wood, matched wood and heavy wood. And then February I decided to take a C&A course. I took it and now I'm doing C&A work out at Presbyterian.

Q. A little better than ---
A. Lifting wood.
Q. --- lifting wood. Has Larry worked anywhere since his ---?
A. No, the doctor told him about this disability this October.
Q. Social Security Disability?
A. Social Security, in October so he filed for that.

ATTORNEY DUGAS:

All right. I don't have any other questions. I am going to ask --- I am going to send some authorizations. I am going to ask that you sign them, and I'll send them to Mr. Pentz as soon as I get back to the office because I need to take a look at some of your bank records and get the 1998 tax return that wasn't provided because apparently it was burned in the fire, and a few other items. And we will continue the investigation

with those things. In the meanwhile, the Court Reporter is going to prepare a typewritten transcript of this examination under oath. You have the right to review it and make sure that it is correct and accurate, signing a page to that effect, or making corrections if you believe necessary. Or you can waive the reading and signing of the transcript and I'll let Mr. Pentz give you guidance on that.

ATTORNEY PENTZ:

Mr. Green waived it. I will tell you that it has been my experience that the Court Reporters are very good. You might see a name spelled differently than what you would, but as to the substance, I certainly do not see a legal need. And it

moves things along.

A. That's fine with me.

ATTORNEY PENTZ:

So then on behalf of my client, we'll waive that.

ATTORNEY DUGAS:

And we are done for the day. Thank you for coming in.

* * * * * * * * *

STATEMENT CONCLUDED AT 1:13 P.M.

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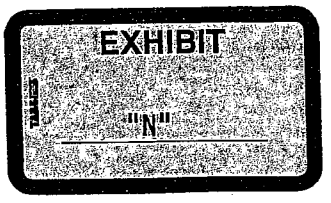
STATEMENT UNDER OATH

OF

LARRY GREEN

Taken on behalf of Friends Cove Mutual Insurance Company, taken before me, the undersigned Shannon C. Hagerty, a Court Reporter and Notary Public in and for the Commonwealth of Pennsylvania, at 211 1/2 East Locust Street, Clearfield, Pennsylvania, on Tuesday, July 11, 2000, at 11:25 a.m.

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ATTORNEY	PAGE
NONE MADE	

PROCEEDINGS

LARRY GREEN, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY DUGAS:

Q. First thing, state your name please.

A. Larry J. Green.

Q. Mr. Green, as I've just told you, my name is Steve Dugas, I'm a lawyer. I've been retained by the Friends Cove Mutual Insurance Company to conduct what's known as an examination under oath. Basically, it's where I ask you questions and you answer those questions under oath. Everything is being taken down by this young lady who is a court reporter, And to make sure things go smoothly and that the things that are said here today are accurately reported and later typed up into the transcript a

couple of instructions or ground rules. First of all, if at any time you don't hear what I say or you don't understand the question I ask, you let me know and I will repeat it, have the court reporter read it back, or I'll try to phrase in a different way. If you do answer any one of my questions, I'm going to assume that you've heard it and that you've understood it and I'm also going to assume that the answer you've given is truthful, because you are under oath. Let me finish my question before you start your answer. When you do answer, please use words and not just the gesture or a shake of the head or something of that nature and try to avoid saying uh-uh when you mean no and uh-huh when you mean yes because sometimes if you put the emphasis on the wrong syllable between the time it leaves your mouth to the time it winds up on the transcript could

change your answer completely, so let's avoid that problem.

Now, your lawyer, Mr. Pentz, is here and you certainly have the right to consult with him at any time and he has the right to participate, if necessary. I want you to understand that the questions I am going to ask you are designed to provide me with information that is basically designed to assist the insurance company in processing and handling your claim. So I guess what it boils down to is you can't refuse to give an answer. You can say I don't know and you can tell me you don't recollect the answer to the question and that's okay as long as it's true. But you can't avoid giving an answer by claiming you don't remember if, in fact, you do because that's basically lying under oath. Now, those are the ground rules that we'll be using. Do you have any questions about it?

A. No.

Q. Good. First thing I want to do is show you some documents that Mr. Pentz provided and those were in response to a letter that I had sent, I think initially, let me make sure here, to him on March 9th, 2000. And what I want you to do, in the presence of your attorney, is go over this series of documents which is basically supplied with Mr. Pentz's letter of May 25, 2000. And I want you to make sure that all the information set forth on his letter and all the documents contained were, in fact, compiled and sent to me in response to that letter that I sent to him on March 9th, 2000.

WITNESS REVIEWS DOCUMENTS

BY ATTORNEY DUGAS:

Q. You just examined all the documents that accompany Mr. Pentz's May 25, 2000 letter. So now that you're familiar with the contents, I must ask you this, are the things

that are supplied in this series of documents, things that you've provided to Mr. Pentz, to respond to --- I earlier requested for documentation?
A. Yes.
Q Let me turn to the first document past the letter. It's a sworn statement and proof of loss. Of those two signatures, Larry J. Green is one of them. Did you sign that?
A. Yes, sir, I did.
Q. Is the information contained on that proof of loss information that you supplied?
A. To the best of my ability.
Q. And do you recognize the signature below yours on that document?
A. Yes.
Q. Whose is that?
A. That's my wife's name.
Q. The next document is a copy of what we call a declarations page,

referring to policy 00043069HO, Friends Cove Mutual Insurance Company. I understand that to be the policy of insurance in effect as of the time of this particular fire. Did you have any other insurance on the structure, on the contents or on the property located at P.O. Box 72, Widman (phonetic), PA at that time?
A. No.
Q. This was the only policy?
A. Yes, sir.
Q. Proposal for Doug Bell Builders is the next document. Did you obtain that from Mr. Bell or one of his employees to represent the replacement cost for the structure that was damaged in this fire?
A. From Doug Bell himself.
Q. And then there's a series of, and I didn't count them but quite a few pages of inventory forms containing a list of personal property. Is this your handwriting on these?

A. That's my wife's.
Q. Do you know how she came to compile this list? Did she have any other source, any other documents that she referred to?
A. The only thing we had was like we went to the store and got prices on them.
Q. Okay. Now, how did she come up with each item, was it by recollection, was it by reference to something, a picture, a photograph, cancelled check, something of that nature to help recall what particular piece of property may have been in what particular room of the structure?
A. Just recollection.
Q. And would that also be true in terms of the date of acquisition or purchase and the method of payment for each of those items?
A. Yes, sir, of what we thought was the date and the prices.
Q. Did you assist her in

compiling this personal property inventory schedule?
A. Yes.
Q. Did anyone else besides you and your wife participate in the preparation of this inventory schedule?
A. No.
Q. Was there any personal property or contents of the structure involved in this fire that was either damaged or destroyed as a result of the fire, or any that you saved or salvaged out?
A. No, everything got destroyed.
Q. And we have a series of tax returns, I believe, for '96, '97, and '99, yes, and then '98 return destroyed in the fire as represented by Mr. Pentz's letter. Where were you able to obtain the '96, '97, and '99 returns ---?
A. At H & R Block.
Q. What about the '98 return? Wasn't that done at H & R Block?

A. No.
Q. Do you know where that was done?
A. My aunt done that.
Q. She does not have a copy?
A. No.
Q. What I'm about to do is have the court reporter just mark this entire package as an exhibit to the examination under oath. Let her do that now.

(Exhibit Number One marked for identification.)

BY ATTORNEY DUGAS:

Q. Let me ask you some questions of a general nature now, sir, and we'll see what we come up with. So I am clear there was no other insurance on any of the property including the structure or its contents at the time of this, besides the Friends Cove Insurance?
A. That's all that we had.
Q. Do you know how long you had

been insured by Friends Cove prior to the fire?
A. To my knowledge it was about eight, nine years.
Q. Have you ever turned in any other claims for insurance proceeds for damage to property, not bodily injury, but damage to property, besides this one?
A. Just when the roof leaked, the ceiling and everything was coming down in the one bedroom there.
Q. And was that while it was insured by Friends Cove?
A. Yes.
Q. Did you file tax returns in 1998?
A. Yes.
Q. And that would be state and federal and local?
A. Yes.
Q. Other than the income from employment reflected on your tax returns for '96, '97 and '99, was there any other income of any nature

in your household during those same years, any, I don't know, you name it, interest, dividends from stocks or bonds, whatever, any kind of income whatsoever, public assistance, anything of that nature?
A. No.
Q. And in 1998 was all the income of any nature, taxable income, set forth on your tax return that you filed?
A. That's all we had just ---.
Q. During the calendar year January 1, 1999 right up through the date of this loss which was July 30th, did you have checking, savings or any other accounts in any banks with your name, either individually or with anybody else in existence?
A. No, just my wife and me.
Q. There was attached a cancelled --- apparently a cancelled check on an account in the name of Larry J. Green and Cathy A. Green, CSB Bank. Is this cancelled check drawn on an

account that was in existence at the time of this fire?
A. Yes.
Q. Is a joint checking account --- did you have any other accounts of any nature at any banks, checking, savings or, you name it, --- certificates of deposit, anything else, other than this one checking account?
A. No.
Q. Did you have any interest in any business or self-employment from January 1, '97 to the day this fire occurred?
A. No.
Q. Did you owe anybody or any institution money on the day this fire occurred? And I know that you owed Beneficial Mortgage Company money on the mortgage, as that's set forth on your sworn statement and proof of loss. Other than that, did you have any loans outstanding, personal, business or otherwise with

any bank, financial institution, person or any other type of entity?
A. That I'd recollect there would be another personal loan with Beneficial and to my credit union in State College where I used to belong to.
Q. Okay. Now, the mortgage with Beneficial, the monthly payment on that was how much?
A. If I'm not mistaken it was like $299 a month.
Q. And was that paid up current at the time this fire occurred?
A. To my best ability, yes.
Q. With the best of your recollection?
A. Yes.
Q. Personal loan at Beneficial Financial you mentioned. Do you recall how much per month that was?
A. Not right offhand, no.
Q. Do you recall what the purpose of the borrowing was?
A. To pay off other small loans

we had.
Q. Do you remember when you took out that loan with Beneficial?
A. No, I don't.
Q. Do you remember whether it was paid current at the time of the fire?
A. That I couldn't really tell you. My wife takes care of the bills.
Q. Okay. We'll ask her. And you mentioned a credit union?
A. Yes.
Q. What was the name of the credit union?
A. Oh, my. I couldn't really tell you right offhand.
Q. How did it come to be that you were a member of the credit union? Was it through employment or through some association or affiliation you had with some other group?
A. Through employment.
Q. And what employment was it that you were in at the time?

A. Murata Electronics, State College.
Q. Do you remember what your monthly payments to the credit union were, on that loan?
A. It varied.
Q. It varied based on what?
A. The balance.
Q. Do you remember what the monthly payment had been during the month prior to the fire?
A. $145 I think it was.
Q. Now, let me ask you this. Let's go back to the mortgage with Beneficial. Do you remember what the balance was as to the date of the fire?
A. No, not at that time.
Q. Do you remember how much you had originally borrowed from them?
A. It was like $17,000.
Q. And was that used to purchase this property?
A. Yes. That and to pay off some loans.

Q. How about the personal loan, I guess it was a debt consolidation type loan at Beneficial, do you know first of all, the amount that you borrowed originally?
A. I couldn't really remember right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Credit union --- do you remember how much you originally borrowed?
A. No, not right offhand.
Q. Do you know the balance as of the date of the fire?
A. No.
Q. Other than those three loans that we just talked about, the mortgage loan, the personal loan at Beneficial and the loan at the credit union, are there any other loans that were outstanding at the time of this fire?
A. Sears. We had a bill at

Sears.
Q. And that would be like a revolving charge account or was that a one-time purchase or ---?
A. One-time purchase.
Q. Okay. And what was the purchase?
A. When they need tires for vehicles and tools.
Q. Tires and tools?
A. Yeah.
Q. And do remember how much the original account was or how much the payoff was at the time of the fire?
A. No.
Q. Any other loans of any nature that you can think of at the time that you were obligated under?
A. Not that I remember.
Q. And you've already given me this Doug Bell repair estimate. Did you get any estimates with any other contractors with respect to repair, replacement or anything else --- to the structure as a result of this

fire or is this the only one?
A. That's the only one.
Q. Was there any photographs or videotapes that would have shown your house or the contents prior to the fire that you were able to locate at our request?
A. No.
Q. We did ask you to produce copies of the papers, of the loan papers and whatnot or your deed or what have you. I assume that you didn't have any of those.
A. No.
Q. Have you ever listed this property for sale at any time prior to the fire, from the time you first bought it?
A. No.
Q. Now, credit cards. Did you have any open credit cards at the time of this fire?
A. No.
Q. Had you had any credit cards within the three years prior to this

fire that either you closed out or was closed out by the card company?
A. No.
Q. Did you have any money set aside in any kind of account or certificate of deposit or stocks or bonds or anything else at the time of this fire, other than the money that you had in your joint checking account with your wife?
A. No.
Q. How about in a pension plan or anything like that, did you have?
A. No.
Q. Were you employed on the day of this fire?
A. No.
Q. Now, let me make sure I understand, other than the house contents where the fire occurred, the real estate and the checking account, and excluding automobiles, did you have any other personal assets of any nature at the time this fire occurred?

A. No.
Q. I was asking you about your employment. I'm sorry. Did you say you were employed?
A. No.
Q. When was the last time you had held down a paying job before the fire?
A. '98.
Q. Who did you work for then?
A. Clearfield Powdered Metals.
Q. Clearfield Powdered Metals?
A. Yes.
Q. What did you do for them?
A. Took materials off presses.
Q. Basically assembly line work?
A. Yes.
Q. How long had you worked for them?
A. Three years.
Q. Before that who did you work for?
A. Murata Electronics.
Q. How long did you work for Murata?

A. Six years.
Q. What did you do for them?
A. I was a --- maintenance.
Q. How far did you go in school, by the way?
A. I graduated high ---.
Q. High school?
A. Yes.
Q. You can read and write and understand English?
A. Yes.
Q. What was your reason your employment with Murata Electronics ended?
A. I got hurt there and I got fired.
Q. What was the nature of your injury?
A. Back.
Q. Did you receive Workers' Compensation?
A. No.
Q. Why not?
A. Because I didn't miss a days work over it.

Q. So you hurt your back but you didn't miss a day of work. How did it come about that you got fired?
A. That's a good question.
Q. That's why I ask.
A. I don't know.
Q. How were you told that you were fired, were you called in by the boss or were you sent a letter or somebody stuck a note on your locker or what --- how did you learn about that?
A. I was called in the office.
Q. Okay. And who did you talk to, if you remember?
A. Diana Franice (phonetic) and Mike White.
Q. And what did they tell you?
A. They had to let me go because they filmed me and they sent me home that day.
Q. They filmed you?
A. Yes.
Q. What do you mean filmed you, filmed you doing what?

A. When I got hurt they sent me home and I picked my granddaughter up, which was a year and a half old, they filmed me and that's what they used against me.
Q. Had you turned in a claim for Workers' Comp?
A. I reported it and they took the information down.
Q. See, I do Workers' Comp. So I'm real familiar with how things work there. Did you report your back injury the day it happened at Murata Electronics?
A. Yes.
Q. Was it that very day that you picked up your daughter (sic) and was filmed doing it?
A. No.
Q. Did you continue to work after reporting your injury with Murata Electronics?
A. Yes.
Q. Doing your same job?
A. Yes.

Q. Without any limitations or restrictions?
A. I couldn't do too much lifting.
Q. When were you filmed picking up your granddaughter with relationship to the date the injury occurred?
A. The day they told me to go home, before I went home I had to go see the nurse and sent me to the company doctor. He shot cortisone in my back. I come back to work and they told me I wasn't no good to them that day so go ahead and go home, so I did.
Q. But that doesn't tell me that --- what my question is was it the next day or was it a week later, was it a month later, was it five years later?
A. It was a couple days later.
Q. So the company doctor injected you with cortisone, sent you home and that was the day you picked up

your daughter and was filmed doing it --- granddaughter?
A. The supervisor told me to go home, yes.
Q. Did you ever do anything to contest your firing or to pursue a Workers' Compensation claim after that?
A. Yes.
Q. Okay. What did you do?
A. I went in without a lawyer and I lost.
Q. Was this a Workers' Compensation Judge that you went before or was it some other kind of legal proceeding you were involved in?
A. It was under a Workers' Compensation.
Q. During what period of time were you employed by Murata, you said six years, what years was that?
A. I think it was '90 to '96.
Q. Now, in 1996, my recollection that the Workers' Compensation Judge

that would have handled anything --- you're in Woodland, that's Clearfield County; isn't it?
A. Yes.
Q. Mikesell, was that the name of the Judge?
A. Yes.
Q. So you filed a claim, it went to Judge Mikesell, you didn't have a lawyer and he found --- you lost?
A. Right.
Q. Did you ever appeal that decision?
A. No. Could I talk to my attorney for a second?
Q. Sure.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. On the record and, again, let me just tell you, Mr. Green, that I'm here to get information, if at some point you either recall information in response to an earlier question that you didn't initially recall or you recall that

what you said or you realized that what you said in a response to another question is incorrect or incomplete, please feel free to volunteer information that will either complete or correct a prior answer, all right? I understand that you may have had an attorney representing you at this Workers' Comp claim?
A. Yes.
Q. Who was that?
A. She was from Pittsburgh. Alex was the only thing I can think of in her name. I don't know her full name.
Q. Alex?
A. Yes.
ATTORNEY PENTZ:
Is she with a law firm?
BY ATTORNEY DUGAS:
Q. Is somebody else's name on the firm?
A. All I know is her name is Alex.

Q. And you also filed an Unemployment Compensation claim?
A. Yes.
Q. How did that turn out?
A. That's when I had a hearing in there for unemployment and that's when they showed the film that I was picking up my granddaughter. And I didn't have an attorney at that time and I lost. I had to give the money back.
Q. So basically, when you lost your job with Murata Electronics, after that you had no Workers' Compensation, and actually no Unemployment Compensation. Did you have any other types of benefit resulting from your employment with Murata after you were fired, any type of severance pay or a short-term or long-term disability insurance benefit, anything of that nature?
A. Just the 401K retirement.
Q. Then they paid that to you in

a lump sum or ---?
A. Yes.
Q. All right. How much was that; do you remember?
A. $15,000.
Q. Did you roll that over into some other retirement account or did you take the lump sum and use it for some other purpose?
A. We took the lump sum to remodel our house and everything.
Q. You say we, would that be you and your wife?
A. My wife and I.
Q. And how long a period of time was it between the end of your job at Murata and the beginning of your job at Clearfield Powdered Metals?
A. I think it was three years, a little over three years.
Q. I thought I heard you say you worked for Murata for six years, between 1990 and 1996. And then I heard you say that you were last employed with Clearfield Powdered

Metals sometime in 1998.
A. Right.
Q. So how long was it between the end of your job with Murata and the beginning of your job with Clearfield Powdered Metals?
A. Best I know is around three years, I might be wrong on the dates.
Q. So there's a period of three years where you didn't have a job?
A. Yes.
Q. You told me you worked three years for Clearfield Powdered Metals; is that right?
A. Yes.
Q. And then there was a three-year period before that that you didn't have any work for wages and then before that you worked for Murata for six years; is that correct?
A. To the best of my knowledge, yes.
Q. So maybe you will have to

adjust the years to reflect what you just told me.
A. Yes.
Q. Do you remember your last day of work at Clearfield Powdered Metals, or what month you were last employed?
A. It was in July of '98.
Q. And what was the reason your employment with them ceased?
A. I hurt my arm and I had to have an operation.
Q. What kind of treatment did you get for your back from the Murata Electronics back injury? Did you see a doctor regularly?
A. I saw a compensation doctor probably three times.
Q. Other than that, no other treatment?
A. That's it.
Q. You hurt your arm at Clearfield Powdered Metals, what was the nature of that injury?
A. My arm just started going numb

on me and I reported --- I dropped material and I reported it.
Q. Did you obtain medical treatment for that injury?
A. Yes.
Q. Did you go on Workers' Compensation as a result of that injury?
A. Would you repeat that please?
Q. Did you go on Workers' Compensation as a result of the injury at Clearfield Powdered Metals?
A. No.
Q. Did you apply for it?
A. Yes.
Q. What happened?
A. I went to the compensation doctor three times, he said there was nothing wrong with my arm. So I went to my supervisor and he said to go back to the compensation doctor. And I said, well, I went there three times, didn't do me any good so I go to my family doctor. So you go to

your family doctor and compensation don't have to pay you. So I never applied for compensation.
Q. Other than reporting the injury and having that discussion with your supervisor at work, did you ever pursue a claim for Workers' Compensation after that?
A. Yes, but the attorney said I could take it elsewhere, see what another attorney thought. He couldn't do nothing about it.
Q. Who'd you go see for that?
A. Thomas Morgan.
Q. How come you didn't go back to Alex who represented you in an earlier matter, or her firm?
A. Because she said when I filed for compensation last time, the next day we went to court over it. She said there was nothing she could do, there was nothing there, you know.
Q. Okay. I'm kind of confused. Did you take your Clearfield Powdered Metals arm injury to that

attorney Alex who represented you in the previous Workers' Comp claim?
A. No.
Q. You went to Mr. Morgan instead?
A. Right.
Q. He did not pursue it for you?
A. He did some information on it and sent me a letter saying he couldn't do nothing about it. I can take it to another attorney.
Q. And did you do that?
A. No.
Q. Did you have any kind of severance pay or long-term or short-term disability or any type of income replacement benefit after you last worked at Clearfield Powdered Metals?
A. Sick leave for 13-weeks.
Q. What about Unemployment Compensation?
A. None.
Q. And why was that?
A. I didn't go for the

compensation.
Q. Unemployment Compensation?
A. Unemployment.
Q. Just so we're clear, you didn't have Workers' Comp, you didn't obtain Unemployment Comp, all you got was 13-weeks of their sick leave?
A. Right.
Q. What about severance pay or like you had before, 401K distribution, anything like that?
A. I had 401K but I couldn't tell you exactly what I have in it.
Q. So you never took it out?
A. No.
Q. It's still there?
A. Right.
Q. So I asked you if you had any other assets before ---.
A. Oh, I ---.
Q. You didn't include ---.
A. From Murata is what I understood you asked me.
Q. No. Well, now I'm asking you

do you also believe you have something in a 401K resulting from your Clearfield Powdered Metals employment?
A. Yes, but I don't know how much is in there. I didn't understand the question before.
Q. Whatever was in there when you last worked though is still in there today, it wasn't taken out or rolled over into anything else, as far as you know?
A. No, I have it in shares in there.
Q. It's in the form of some type of stock?
A. Yes.
Q. Well, did you have any other income from employment from the time you last worked at Clearfield Powdered Metals up to the date this fire occurred?
A. No.
Q. What income was there in your household and what was the source of

it?
A. My wife's income.
Q. We'll ask her about that. The arm injury, do you know what you were diagnosed with having by any physician?
A. Yes. A herniated disc in my neck caused it.
Q. And who told you, you had a herniated disc in your neck?
A. Mary Lisko (phonetic) in Philipsburg, family doctor.
Q. Did you undergo any tests to determine whether you had a herniated disc, x-rays, MRIs, CT scan, myelogram, anything of that nature?
A. Yes.
Q. Where did those tests take place?
A. Centre Community Hospital.
Q. Who paid for those tests?
A. Insurance from work.
Q. The health insurance?
A. Yes.

Q. Did you continue to treat for that herniated disc with any other doctor besides Dr. Lisko?
A. Yes, Dr. William Welsh in Pittsburgh operated on it.
Q. Who paid for that operation?
A. Insurance, health insurance.
Q. When did he operate?
A. October 27th of '98.
Q. Did you continue to treat with him after the operation?
A. Yes.
Q. Do you continue to treat with any doctor presently for your neck?
A. Yes. Dr. Lisko and Dr. Welsh.
Q. When you left their employment with Clearfield Powdered Metals did you then pick up the health insurance and pay for it yourself?
A. No.
Q. Well, how did it come about that Clearfield Powdered Metals health insurance policy was covering your medical treatment? Or was it your wife's health insurance?

A. No, there's health insurance at work. When they paid me sick leave, my sick pay they took so much out of that.
Q. So during that 13-week period, they were taking money out of your sick pay to continue to pay your health insurance?
A. Right.
Q. When the 13-week sick leave ended did you continue with health insurance?
A. Yeah. To get sick leave again I had to go back to work for one to seven days, then I got another 13-weeks and that was it.
Q. So you got a total of 26 weeks because you went back to work in between the two 13-week periods?
A. Yes.
Q. How long did you work?
A. That I remember would have been two weeks.
Q. Then you went back on sick leave?

A. Right.
Q. Then when that sick leave ended did your health insurance end as well?
A. Yes.
Q. Who's paying for your medical treatments since the end of that health insurance?
A. Welfare is now.
Q. And I know it was your arm that you hurt, but what specifically caused your employment with Clearfield Powdered Metals to end? Was it that you couldn't come back to work?
A. Doctor told me I couldn't go back to work on account of my neck.
Q. So when you couldn't go back to that job on account of your neck they told you basically, you're done?
A. Well, I --- when I went back to work, this --- he released me to go back to work on light duty only.
Q. Now, who's he?

A. Dr. Welsh. And I worked --- I worked a couple months --- this was off and on. And I was in a car accident and broke my neck. This is why I'm not allowed to work right now.
Q. When did you have this car accident?
A. March 12th of '99.
Q. So in October of '98, Dr. Welsh operated on your neck for a herniated disc?
A. Yes.
Q. Then you went back to work for Clearfield Powdered Metals off and on ---?
A. Yes.
Q. --- in light duty?
A. Yes.
Q. Then on March 12th, '99, you had a car accident and broke your neck?
A. Yes.
Q. When was the last day you had actually worked for Powdered Metals

before that car accident?
A. I don't remember the date.
Q. Would it have been within two weeks or longer than two weeks?
A. It was the two weeks that I worked to get the sick pay and after that there I haven't been back to work since.
Q. Where is Clearfield Powdered Metals?
A. Industrial Park, Kerr Addition.
Q. Pardon?
A. In the Kerr Addition there, Industrial Park.
Q. Kerrdish?
A. Kerr Addition, down along the river.
OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. And Murata, that's over in State College?
A. State College.
Q. Tell me about your car accident. Who was driving?

A. I was.
Q. Anybody else in the car with you?
A. No.
Q. Did you ever go back to work after that car accident?
A. Yes. I worked four months with a broken neck.
Q. Who were you working for?
A. Clearfield Powdered Metals.
Q. You know, I'm really confused. I'm really, really, really confused. Do you think maybe Clearfield Powdered Metals would have a record of all this so I could clear up my confusion?
A. Yes.
Q. Because I think what I need to do is really get their documentation. And I'm going to send this to Mr. Pentz's authorization to have you sign so I can get that. Because, I mean, I'm totally confused over this. At first you tell me you have 13 weeks

of sick leave then you worked a couple weeks, went back 13 weeks and now I'm hearing that you were working in March of '99 and you worked for a couple of months and I really need to get that clarified so that's the way I'm going to do that. Anyway, you broke your neck. Who did you treat with for that injury?
A. I went to Clearfield Hospital and had x-rays done and it didn't show up nothing and so I called Dr. Welsh in Pittsburgh and told him what happened and everything.
Q. Now, you said that you worked for four months with this broken neck so that's March, April, May, June, July. Did you work every day during that period?
A. Yes.
Q. At Clearfield Powdered Metals?
A. Yes.
Q. Now, this fire occurred on July 30th of 1999. When was the last time you had worked at

Clearfield Powdered Metals before the fire?
A. In July of '99.
Q. Sometime in July?
A. Right. If I remember, it's somewhere around the 15th of July.
Q. What was the reason you stopped working at that time?
A. Due to my broken neck.
Q. Did somebody tell you to stop working?
A. Dr. Welsh. He had me get an MRI done in the neck.
Q. By the way, were you working a light-duty job or your regular job at the time?
A. Light duty.
Q. So you got the MRI. Where was that?
A. State College Centre Community.
Q. Centre Community? Did Dr. Welsh tell you what it showed?
A. Yes.
Q. What did it show?

A. Broken vertebrae.
Q. Did you have car insurance at the time that happened?
A. Yes.
Q. Who was your car insurance company?
A. Sutton Associates from Heightsdale (phonetic).
Q. What insurance company? That's your agent. What insurance company, Nationwide, Allstate?
A. Allstate.
Q. Did you turn in any claims arising out of that auto accident to Allstate for medical or wage loss or anything else?
A. Yes, for wage loss.
Q. What kind of wage loss coverage did you have? What amount was the max, maximum?
A. $1,000 a month for five months.
Q. Did you receive that?
A. Yes.
Q. What about your medicals?

Have they paid your medical expenses?
A. They paid up to, I think it was $10,000.
Q. Do you have any amount currently that you owe above that?
A. Yes.
Q. How much?
A. I don't know right offhand.
Q. Had you started receiving the wage loss benefits from Allstate at the time this fire occurred?
A. It took awhile, yes.
Q. Had you or had you not?
A. I did, yes.
Q. Do you remember when you'd received your first check?
A. No.
Q. Do you remember the amount of the first check?
A. $1,200 I think it was.
Q. Then you continued to receive benefits after that until you exhausted your wage loss?
A. Yes.

Q. Is that handled through the Allstate Altoona office, if you know?
A. Texas.
Q. Oh, that makes sense. They probably have the Texas claims handled out of Altoona. At the time this fire occurred did you have any medical bills in excess of that $10,000 limit that you had exhausted from Allstate or were you still within that limit?
A. Not sure.
Q. Who all lived in the house at the time of the loss? You and your wife, anybody else?
A. My son.
Q. How old's your son? How old was he at that time?
A. Twelve (12).
Q. I guess I should ask you a little bit more about your car accident. Was there another vehicle involved in it or was it a one-car collision?

A. Another vehicle.
Q. Have you filed suit or made a claim against anyone, the other driver or his insurance company?
A. No.
Q. Was the accident the subject of a police investigation?
A. Yes.
Q. Where was the accident?
A. 879 Wolf Run here at ---.
Q. In Clearfield County?
A. Yes. At Industrial Park.
Q. What time of day did it occur?
A. Ten after 3:00.
Q. In the afternoon?
A. In the afternoon.
Q. Was that the state police that investigated that?
A. Lawrence Township.
Q. Lawrence Township?
A. Yes.
Q. Were any charges brought against anybody as a result of that accident?
A. Against me.

Q. For what?
A. Not yielding at a stop sign.
Q. Anything else?
A. No.
Q. Enough about that. July 30th, 1999, the day of the fire. Do you remember what day of the week it was?
A. I think it was a Friday.
Q. And you weren't working?
A. No.
Q. Your wife was working?
A. She was off. She worked the midnight shift. She was off that day.
Q. So she had last worked ---?
A. The night before.
Q. You say the night before, does that mean she went in at like 11 o'clock on July 29th, and got off in the early morning hours, seven, eight o'clock on July 30th?
A. Yes.
Q. Where was she working?
A. Appalachian Wood.

Q. Do you know what she did for them?
A. I don't know.
Q. She wasn't a lumber jack; was she?
A. No.
Q. We'll ask her. She came back from work early on the morning of July 30th. Where were you, you were at home?
A. Could you repeat that question?
Q. When she came home from work early on the morning of July 30th, 1999, where were you?
A. I was at home.
Q. So the two of you were at home then after she gets back from work. What did you do the rest of that day?
A. While she slept I went to town.
Q. Where did you go and what time did you arrive there?
A. I went to Clearfield Eagles

Club.
Q. What time did you arrive there?
A. A little after 9:00.
Q. In the morning?
A. Yes.
Q. I assume you're a member there?
A. Yes.
Q. What was your purpose in going to the Eagles Club?
A. To play cards with the fellow members.
Q. How long did you stay at the Eagles Club?
A. Couple hours.
Q. Did you play cards?
A. Yes.
Q. Who'd you play with?
A. I really couldn't tell you right offhand.
Q. Who'd you see at the Eagles Club during those couple of hours?
A. The bartender and Harold Smeal and ---.

Q. Harold Smeal?
A. S-M-E-A-L.
Q. Smeal. Anyone else that you remember seeing there?
A. I couldn't really tell you right off who all was there.
Q. So a couple hours then. Where'd you go after that?
A. Took a ride out to Parker Dam.
Q. And why did you go to Parker Dam
A. Just for a ride.
Q. Did you go with anybody?
A. No.
Q. How long did you stay at Parker Dam?
A. It was. I --- one o'clock I got back.
Q. In the afternoon?
A. Yes.
Q. And you say you got back, you got back to where?
A. Dropped back into Eagles.
Q. So you're back at the Eagles Club?

A. Yes.
Q. Did there come a time between when you got back to the Eagles Club and the time the fire occurred that you went back to your house?
A. Yes.
Q. When did you get back to your house?
A. Two o'clock.
Q. Other than the Eagles Club did you go anywhere else before arriving home?
A. No.
Q. Who did you see during that period in the afternoon at the Eagles Club?
A. Brian, Wilson Kroft and Nancy King.
Q. Hold on, Wilson Kroft?
A. Yes.
Q. Nancy King, K-I-N-G?
A. Yes.
Q. Anyone else?
A. My son, Shawn.
Q. So your son, Shawn, was at the

Eagles Club?
A. Yes.
Q. And he's how old then?
A. Twenty-one (21).
Q. So the 12-year-old, I think you said that was living there at the time of the fire, that's a different son?
A. Yes.
Q. Okay.
A. He's my stepson.
Q. Which one is your stepson?
A. Shawn's my real son and Patrick's my stepson.
Q. So Shawn's last name would be Green?
A. Yes.
Q. And Shawn is spelled how?
A. S-H-A-W-N.
Q. Anybody else you remember seeing there?
A. There was quite a few people, I couldn't tell you who they were. I don't remember.
Q. You left Parker Dam at one

o'clock, how long would it have been before you actually got to the Eagles Club? How long a trip is that, a minute, five minutes, 30 minutes?
A. About 15 minutes.
Q. How long a trip is it from the Eagles Club back to your house?
A. Ten.
Q. So given what you've told me you would have spent somewhere around a half an hour at the Eagles Club that afternoon before going home. Or would it have been less than that?
A. Yes.
Q. It would have been about a half an hour?
A. Give or take, yes.
Q. Why, if there was a reason, did you decide to go home at --- shortly before two o'clock that afternoon?
A. No reason.
Q. When you arrived home who was

there?
A. My wife, Cathy.
Q. Where was your 12-year-old stepson?
A. Over at his grandfather's and grandmother's.
Q. Would this be Cathy's parents or ---?
A. Cathy's parents.
Q. What are their names?
A. Shirley Wiser and Ronald Wiser.
Q. Wiser. And where do they live?
A. Mineral Springs.
Q. How long had your stepson been there?
A. I don't know to tell you the truth.
Q. When was the last time you had seen him?
A. After the fire. When the house was burning.
Q. No, when was the last time you had seen him before ---

A. Before the fire?
Q. --- before he went to the Wiser's house? Let me back up. Maybe I misunderstood. I thought I heard you say that when you got from the Eagles Club around 2:00 p.m. that afternoon, your wife was home but your 12-year-old stepson was at your in-laws, Shirley and Ronald Wiser; is that correct?
A. Right.
Q. When was the last time you had seen your stepson prior to that?
A. The night before.
Q. And again, just maybe so I'm not missing something, do you know how your stepson had gotten from your house to his grandparents?
A. I don't know.
Q. You didn't drive him there?
A. No.
Q. And it's not close enough that he could have walked there?
A. He could have walked.
Q. How far is it?

A. Two miles.
Q. Do you know why he went to his grandparents at that time?
A. He goes there all the time.
Q. So it was just something routine?
A. Yes.
Q. It's routine for him to spend nights over there?
A. Yes.
Q. So when you got back from the Eagles Club at or about two o'clock the afternoon of the fire, only your wife was present; is that correct?
A. Yes.
Q. Was she awake or still asleep?
A. She was awake.
Q. Tell me what the two of you did and what the two of you talked about from that point until the fire was discovered?
A. We had a little argument.
Q. Over what?
A. Money.
Q. What was the dispute about

money concerning?
A. My sick pay.
Q. Tell me more. What was the dispute about?
A. I was suppose to get a check. I didn't pick up the mail on time, the check was down there. I went to the house first before I picked up the mail.
Q. Why did that cause a problem that it resulted in an argument?
A. Because we had bills that we wanted to pay.
Q. Were you behind in any bills at that time?
A. At that time we probably was, yes.
Q. What were the bills; do you remember?
A. No, I don't.
Q. Who ordinarily paid bills in your household, you or your wife?
A. My wife.
Q. How would she ordinarily pay them, by money in the checking

account?
A. Yes.
Q. So if I understand correctly, and you let me know, when you got home you and your wife got into an argument because you had not picked up your sick pay check from down at the post office?
A. Right.
Q. Had there been some prior arrangement made that you were suppose to pick it up that day or was this just a routine, today's the check day, you pick it up?
A. Just routine, just pick it up.
Q. Was there any reason why you had not picked up your check that day?
A. No.
Q. When you say you got into an argument was there yelling involved or shouting?
A. A little, very little.
Q. Was there any physical touching or pushing or shoving or

slapping involved?
A. Yes.
Q. Tell me about that.
A. I slapped my wife, knocked the cigarette out of her mouth. The cigarette went down the cushion of the couch, down between the cushions. She got up and got the cigarette, made sure there was no spark down there so she got up and left. Went I think to her mother's place or in town, in her car. And I left.
Q. Let me stop you there, because you're telling me a lot and I'm trying to write it down and I'm having a problem here. How long a time was it between when you walked in the door until the time she walked out the door?
A. Probably 15 minutes..
Q. And during that time you had this argument, you slapped her, knocked the cigarette out of her mouth, she retrieved it and I

understand it, you observed her apparently making sure that there's no sparks or anything there?
A. Yes.
Q. Was it after that that she left the house or did there continue to be some argument or dispute or discussion or anything else at that time that consumed any additional period?
A. Nope, at that time she got in her car and left.
Q. What kind of car did she have then?
A. '87 Ford Escort.
Q. What color was it?
A. Blue.
Q. How long had she had it?
A. Couple years.
Q. Was there a loan on that car or ---?
A. No.
Q. So she takes off in her car and you're there.
A. I left right after she did.

Q. Now, you say right after, does that mean, like, boom, boom, you know what I'm saying, or did you like walk around the house for awhile and think about what you're going to do and get your car keys ---?
A. No, I left right after she did.
Q. Did you still see her car going down the road when you were leaving or had she already ---?
A. No, she had already gone.
Q. Where did you go?
A. I went back to Eagles.
Q. How did you get there? I mean, did you take your car?
A. I took my truck.
Q. What kind of truck was it?
A. '88 Toyota pickup.
Q. What color was it?
A. Gray.
Q. Was there any car loan on that?
A. No.

Q. When you left your house, were you aware of a fire burning anywhere in the premises?
A. No.
Q. Had you used any kerosene, gasoline or other petroleum-type products in your house?
A. No.
Q. Did you store any of those items in your house?
A. No.
Q. Did you have a kerosene heater at the time?
A. Yes.
Q. Did you have any kerosene in it?
A. No.
Q. Did you have any kerosene on the premises?
A. No.
Q. Did you have any gasoline on the premises, other than what was in the tanks of your cars?
A. Down in the shed for the lawn mowers.

Q. Down in the shed. How far from the house was the shed?
A. Probably about 15, maybe 75 feet.
Q. Was the shed locked or secured in some fashion?
A. It's locked.
Q. Do you know if it was locked on that day?
A. Yes.
Q. So other than in the locked shed and in the tanks of your cars there would have been no gasoline or kerosene or other similar petroleum-type products in your house, to the best of your knowledge, at the time you left it?
A. Yes.
Q. That is correct?
A. That is correct.
Q. When did you find out that a fire had occurred?
A. I got a phone call at the Eagles. A friend of mine heard it go over the scanner.

Q. What time was that?
A. I am remembering around three o'clock or a little after.
Q. Who was the friend?
A. Joe Spingola (phonetic).
Q. What did he tell you?
A. Told me my house was burning. I just told him, hey, I'm in no mood for jokes, Joe. So he turned around and says, yeah, I'm telling you the truth so I got in my truck, as a matter of fact, left the beer on the counter and I left.
Q. How much altogether had you had to drink that day of alcoholic beverages and what kinds?
A. Probably four beers, Budweiser.
Q. That would have been all day?
A. Yes.
Q. Any other alcoholic beverages?
A. No.
Q. When you left the house did you lock the doors?
A. No.

Q. Why not?
A. We've never locked the doors because the boy comes from his friends or whatever, he don't have a key.
Q. That would be your stepson?
A. Yes.
Q. So you routinely do not lock your house when you leave it?
A. Never locked it.
Q. Have you ever had, during the time that you lived in this particular spot, any other problems with vandalism or attempted arsons or anybody doing any damage to the place?
A. No.
Q. Are there other houses around your house?
A. Yes.
Q. Do you have neighbors?
A. Yes.
Q. You have neighbors on all four sides?
A. Yes. All three sides.

There's a creek behind.
Q. Okay. Give me the names of your neighbors.
A. George and Debbie Smeal.
Q. You mentioned a Smeal before, is that the same Smeal or is that a different ---?
A. That's a different one.
Q. Different Smeal.
A. Yeah.
Q. You mentioned Harold?
A. Right.
Q. So George and Debbie Smeal on one side.
A. And Mrs. Rothok (phonetic), she lives by herself. And Clayton Maines and his wife and I can't think of the other neighbor's name now.
Q. Do you have any trouble with your neighbor?
A. Not one yet.
Q. Like any one of them would say or do anything that would get you in trouble over this?

A. No.
Q. Any reason to think that any of them might be anxious to, you know, point the finger at you in some way in this fire?
A. No.
Q. You talked to the state police fire marshal about this?
A. Yes.
Q. When's the last time?
A. The day of the fire and the next morning.
Q. Remember the name?
A. Carl Metzger.
Q. What did Trooper Metzger tell you about the fire, if you can recall?
A. Said it looked like arson.
Q. Did he tell you why he thought it looked like arson?
A. Because there was three burnt spots in the one part of the living room.
Q. In the living room?
A. Yes.

Q. Is that in the front or the back or the side of your house?
A. The side.
Q. Any doors leading out of the living room to the exterior?
A. The front door and sliding glass doors.
Q. What about the sliding glass doors, were they ever locked or secured in any way?
A. No.
Q. So the front door and the sliding glass doors would have been left open routinely and specifically the last time you left the house before the fire?
A. Yes, yes.
Q. You haven't talked to anybody from the state police since then?
A. No.
Q. Have you ever been requested to provide a polygraph examination, a lie detector test?
A. Yes.
Q. Who asked you to do that?

A. State trooper.
Q. Metzger?
A. Metzger.
Q. Did you do that?
A. No.
Q. Why not?
A. My lawyer informed me not to.
Q. Would that be Mr. Pentz?
A. Yes.
Q. Have you ever either separated or filed for divorce from your wife?
A. No.
Q. Has she ever filed a protection from abuse act against you?
A. No.
Q. Have you ever been charged with or convicted of any felonies in Pennsylvania or any other state or federal jurisdiction?
A. Yes.
Q. Tell me about that. What?
A. Almost 30 years ago --- I want a word with my attorney.
Q. Go ahead.

OFF RECORD DISCUSSION
BY ATTORNEY DUGAS:
Q. You were telling me about a 30-year old criminal felony conviction. Could you tell me about that, please?
A. Yeah, I lived in this trailer and I moved this lady and her three kids in with me. We was never married, we lived together for five years. And she had two kids, was an alcoholic --- and her mother was in college at the time and the other boy was in school and the one daughter was home and I was home and she blamed me for trying to rape her.
Q. Did you plead guilty or were you found guilty after some kind of trial by court or trial by jury?
A. They had a plea bargain.
Q. Where was that, is it Clearfield?
A. Clearfield.
Q. Do you remember what you pled

to?
A. I don't know.
Q. Did you spend time in jail?
A. No.
Q. Spend time on probation?
A. Yes. I'm pretty sure I did.
Q. I don't need to know anything more about that. Other than that was there any other convictions? A felony?
A. No.
Q. Any other felony charges brought against you?
A. No.
Q. Have you ever been charged with or convicted of any crime, whether misdemeanor or otherwise, that involved dishonesty such as theft, receiving stolen property, bad check charges or anything of that nature?
A. No.
Q. Did you own any pets at the time this fire occurred?
A. I didn't understand the

question.
Q. Did you own any pets ---
A. Yes.
Q. --- at the time the fire occurred? What were your pets at that time?
A. Two cats and a bird and three dogs.
Q. Were any of them burned in the fire?
A. Yes. The two cats and the bird.
Q. How about the dogs, were they okay?
A. They was outside in the dog yard.
Q. Were they routinely kept outside?
A. Every day, every morning when we get up we put them out and they stay out all day.
Q. What kind of dogs are they?
A. A collie, pomeranian and a boxer.
Q. A yapper. How are they kept

outside?
A. In a fence.
Q. Is it a separate fenced in area or do you have a fence around the yard?
A. No, just a separate fence for the dogs.
Q. And what part of the property is that?
A. Right behind the house.
Q. Any of them what you consider guard dogs?
A. They bark whenever somebody comes up around or walks up and down the road.
Q. So they're barkers?
A. Yes.
Q. If somebody comes to your house they generally bark?
A. Yes.
Q. Have you talked to any of your neighbors to find out if they saw anything or know anything about what happened from the time you left to the time this fire happened?

A. No.
Q. You haven't talked to them?
A No.
Q. Do you know if anybody has talked to them to find out what they might know?
A. The fire marshal and the fire inspector and investigators.
Q. Do you know what they were told by your neighbors?
A. No.
Q. When you say the fire inspector or investigator that'd be the one hired by the insurance company?
A. Yes.
Q. Do you know that the investigation revealed --- the state police investigation has revealed that somebody poured kerosene or some similar liquid on the floor of your house in the living room?
A. No.
Q. Well, I'm telling you that because I know that. How do you

think somebody could have got kerosene and poured it on the floor of your living room in that period of time that you were gone, lit it and set your house on fire?

ATTORNEY PENTZ:

I'm just wondering. Are you asking for him to speculate, just pure speculation?

BY ATTORNEY DUGAS:

Q. Sure. Where would they get the kerosene at because I heard you say you didn't --- or gasoline or whatever it was, you didn't have any in the house? The only thing you had was the gas in the tank of your cars and the gas ---
A. Right.
Q. --- locked in the shed?
A. The kerosene was downstairs just below the floor in a fuel tank.
Q. So you heated the home with fuel oil?
A. Kerosene. Yeah, kerosene.

Q. Kerosene not fuel oil?
A. No.
Q. Why would you use kerosene and not fuel oil?
A. Cleaner to burn.
Q. This was in a regular fuel oil tank though?
A. Right.
Q. How would you get into that oil? Is there some kind of a drain plug or something or stop cock or something on it that you could just drain some out?
A. No.
Q. No. That's the only kerosene or gasoline or similar petroleum product that you had in the house?
A. Yeah.
Q. Did you have any in the tank when this happened, it was July?
A. Yeah.
Q. You did?
A. It was in the tank. There may have been kerosene spilled in the house, I don't know. I told the

state trooper we had kerosene at that area.
Q. Well, you do know the state fire marshal considers this to be an arson?
A. Yeah, he told me that the day he come in.
Q. Somebody did this intentionally.
A. He said it looked like it.
Q. Do you know anybody, do you have any suspicion of anybody or have any reason to suspect that you know who might have intentionally started this fire in your house?
A. No.
Q. You did not start this fire?
A. No.
Q. Let me go back over something here. Your documents included a copy of the check, as we mentioned before, in the CSB account. And it's for $500 and apparently signed by Cathy J. Green and dated July 30, 1999, and was supplied to us as part

of our request for documents that reflected activities of you or her on the date of this loss. And one of the things that we were requesting were documents including restaurant receipts, calendars, time sheets, punch card and telephone bills for home or mobile or cellular phone services or pagers. So let me ask you this because none of those things were supplied other than that cancelled check. You did have a telephone in the house that day?

A. Yes.

Q. Did either you or your wife have a cell or car phone?

A. No.

Q. Other than the phone in the house then neither you nor she had any phone service in your names other than that; right?

A. No.

Q. What was your phone number?

A. I don't know right offhand.

Q. Do you recall making any

telephone calls that day from your house or to your house from another place?

A. Nope.

Q. Where did you eat that day? You left the house pretty early in the morning and you didn't get back until early in the afternoon. Did you go somewhere for lunch?

A. Nope.

Q. Did you have anything to eat that day?

A. No.

Q. You didn't have anything at the Eagles?

A. No.

Q. Didn't buy anything from Sheetz or something to go eat out at Parker Dam?

A. No.

Q. Is there any way other than talking to people that I would be able to document your whereabouts on July 30th, 1999, the day of this fire?

A. Yes.

Q. What's that?

A. Clearfield Eagles.

Q. What kind of record would they have there? Again, I said other than talking to people.

A. What do you mean?

Q. Well, is there some record of your presence there, I don't know, some piece of paper, some document that would indicate when you were there, when you left?

A. No.

Q. So I'd have to talk to people and get their recollection?

A. Yes.

Q. Where are you living now?

A. With my wife's mother and them. A little hog back area, in Mineral Springs.

Q. Is that Shirley and Ronald Wiser?

A. Yes.

Q. Have you continued to live there since the fire?

A. Yes.

Q. And she also continued to live there since the fire?

A. Yes.

Q. And your stepson?

A. Yes.

Q. Anybody else living there now besides your wife ---?

A. My wife's niece and little daughter.

Q. Why are they living there?

A. Because their mother passed away and her grandmother's got guardianship of them.

ATTORNEY DUGAS:

Bear with me here just a moment. I am going to tell you this, as part of our investigation I'm going to send Mr. Pentz some authorizations. They're going to allow me to get original information from Clearfield Powdered Metals, so I can clear up that and Murata

Electronics so we can figure out when you worked there and try to get a line on it, and also to get your bank records from CSB. So I'll get those out in the mail right away as soon as I get back to my office. We're going to continue our investigation until we get that information. There may be other things, I can't remember right now, but I know for sure that's what we're going to do. So the only other thing I would tell you about is the fact that you --- you just sit down there, you keep wanting to get up.

ATTORNEY PENTZ:

We're getting to the end here.

ATTORNEY DUGAS:

I know, I know, I always do that. One more

thing. You have the right to review the transcript that she's going to put together to make sure that it's correct, sign the page that says you've reviewed, and agree it's correct or to waive the reading and signing of the transcript and it's up to you and Mr. Pentz to make that decision, whichever you want to do.

ATTORNEY PENTZ:

Mr. Green, the general rule is, people do not review them. It has been my experience over the years that any mistakes that you'd find may be a very small spelling mistake but you certainly have that right. It's up to you. That's a personal choice.

A. Just waive it. Save time, yeah.

* * * * * * * * *

EXAMINATION CONCLUDED AT 1:13 P.M.

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Fold Here

CHRIS A. [illegible]ENTZ
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FILED

JAN 08 2002

01:36 p.m.

William A. Shaw
Prothonotary

no cc

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

LARRY J. GREEN and CATHY A. GREEN	:	
-vs-	:	No. 01 – 10 – CD
FRIENDS COVE MUTUAL INSURANCE COMPANY	:	

OPINION AND ORDER

On July 30, 1999, Plaintiffs' home was completely destroyed as a result of a fire. At that time Plaintiffs were insured against fire loss under a policy of insurance issued by Defendant above-named. Plaintiffs submitted a claim for their loss and following its denial by Defendant, instituted the above suit. Defendant has moved for Summary Judgment alleging two bases therefor; first, that Plaintiffs' claims under the policy have been excluded as a result of an investigation indicating that the fire was an intentional act on the part of the Plaintiff(s), and second, that Plaintiffs' claim is barred by the expiration of the contractual one-year suit limitations clause in the contract of insurance.

With regards to Defendant's first basis, this Court is satisfied that it is indeed a factual issue, and while the allegations of the Defendant would seem to make a recovery by Plaintiffs extremely unlikely, nevertheless, Plaintiffs must be given the opportunity to submit these questions of fact to a jury.

Defendant's second basis in its Motion for Summary Judgment rests on the following provision in the contract of insurance:

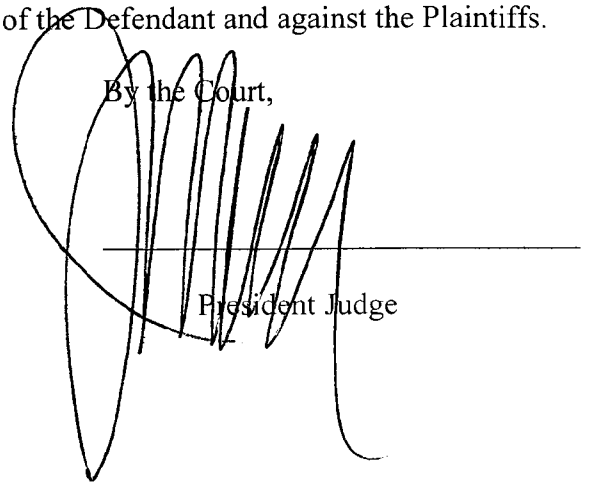
> Suit Against Us. No action can be brought unless the Policy provisions have been complied with and the action is started within one year after the date of loss.

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JAN 08 2002
William A. Shaw
Prothonotary

ORDER

NOW, this 8th day of January, 2002, following argument and briefs into Motion for Summary Judgment filed on behalf of Defendant above named, it is the ORDER of this Court that said Motion be and is hereby granted in accordance with the foregoing Opinion and Summary Judgment entered in favor of the Defendant and against the Plaintiffs.

By the Court,



President Judge

FILED

JAN 08 2002

03:36 p.m.

William A. Shaw
Prothonotary

2 cc atty Pentz

1 cc atty Dugas

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00010-CD

Larry J. Green
Cathy A. Green

Vs.

Friends Cove Mutual Insurance Co.

FILED
OCT 05 2007
William A. Shaw
Prothonotary/Clerk of Courts

Dear Chris A. Pentz, Esq:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 4, 2007**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

Daniel J. Nelson

Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-00010-CD

Larry J. Green
Cathy A. Green

Vs.

Friends Cove Mutual Insurance Co.

Dear Stephen L. Dugas, Esq:

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By the Court,

Daniel J. Nelson
Court Administrator