

01-1156-CD
STATE FARM MUTUAL AUTOMOBILE -vs- AARON CROWELL
/ INSURANCE COMPANIES

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

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2001-11510-C.D.
Petitioner, :
v. :
AARON CROWELL, :
Respondent. :
/

RULE TO SHOW CAUSE

AND NOW, this 30th day of July, 2001, upon
consideration of the attached Petition to Compel Appointment of an Arbitrator Pursuant to 42 Pa.
C.S.A. §§ 7305, 7342, a Rule is hereby issued upon Respondent, Aaron Crowell, to Show Cause
why the Petition should not be granted.

Rule returnable the 19th day of August, 2001, for filing written response.

FILED

JUL 3 2001

William A. Shaw
Prothonotary

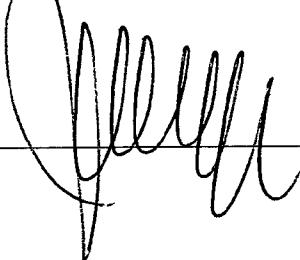
NOTICE

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

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

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

BY THE COURT:



J.

FILED

11/30/01
Kathy Hart
William A. Shaw
Prothonotary
FEC

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

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES,	:	No. 2001- <u>11560</u> -C.D.
Petitioner,	:	
v.	:	
AARON CROWELL,	:	
Respondent.	:	

ORDER

AND NOW, this _____ day of _____, 2001, upon
consideration of Petitioner's Petition to Compel Appointment of an Arbitrator, it is hereby
ORDERED that Respondent, Aaron Crowell, shall appoint an arbitrator within 15 days of the
date of this Order. Respondent's failure to appoint an arbitrator within this time shall result in
the dismissal of any and all uninsured motorist claims that Respondent has against Petitioner,
State Farm Mutual Automobile Insurance Companies, arising from the automobile accident of
May 14, 1999.

BY THE COURT:

J.

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

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANIES,

Petitioner,

v.

AARON CROWELL,

Respondent.

: No. 2001- 11510 -C.D.

: TYPE OF PLEADING:

: Petition to Compel Appointment of an
: Arbitrator Pursuant to 42 Pa. C.S.A.
: §§ 7305, 7342

: TYPE OF CASE: CIVIL

: FILED ON BEHALF OF:
PETITIONER

: COUNSEL OF RECORD FOR

: FOR THIS PARTY:

: CHENA L. GLENN-HART, ESQ.

: I.D. NO. 82750

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

: 811 University Drive
: State College, PA 16801

: PH# (814) 238-4926

: FAX#(814) 238-9624

FILED

JUL 18 2001

**William A. Shaw
Prothonotary**

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

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES,	:	No. 2001-_____ -C.D.
	:	
Petitioner,	:	
	:	
v.	:	
	:	
AARON CROWELL,	:	
	:	
Respondent.	:	

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

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

1. At all times material hereto, Respondent Aaron Crowell (hereinafter "Respondent") was insured under a policy of insurance issued by Petitioner State Farm. Respondent had uninsured motorist coverage under the policy.
2. On May 14, 2000, Respondent was in a two car collision at the intersection of Beaver Drive and Shaffer Road in DuBois, Clearfield County, Pennsylvania.
3. According to the police report, Respondent's vehicle was struck from the rear by a vehicle driven by David Sullivan. The report further indicates that subsequent to the accident, Mr. Sullivan exited his vehicle and assaulted Respondent.

4. Mr. Sullivan was charged, *inter alia*, with Driving Under the Influence. In addition, the vehicle Mr. Sullivan was operating was uninsured.

5. As a result of the aforementioned collision, Respondent has submitted a claim for uninsured motorist benefits to Petitioner. Respondent contends that despite his limited tort selection, he is nonetheless entitled to full tort benefits under his uninsured motorist coverage because Mr. Sullivan was charged with and pled guilty to Driving Under the Influence.

6. Under Respondent's insurance policy with Petitioner, two (2) questions must be decided by agreement prior to payment of uninsured motorist benefits: First, there must be agreement that the insured is legally entitled to collect damages from the owner or driver of an uninsured motor vehicle as that term is defined within the policy. Second, there must be agreement as to the amount that the insured is legally entitled to collect. (See Exhibit "A" hereto, at 20, which is a true and correct copy of the policy provisions governing payment of uninsured motorist benefits under Respondent's policy).

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

If there is no agreement, these two questions shall be decided by arbitration at the request of the **insured** or us. The arbitrators' decision shall be limited to these two questions. The arbitrators shall not award damages under this policy which are in excess of the limits of liability of this coverage as shown on the declarations page. The Pennsylvania Arbitration Act of 1927 shall apply.

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

(See Exhibit "A" hereto, at 20).

8. Because Respondent and Petitioner are not in agreement on the issues of full tort coverage, causation, and/or amount with regard to Respondent's uninsured motorist claim, Respondent, through his attorney, demanded that the matter be submitted to arbitration. (See March 21, 2001 correspondence from Victor H. Pribanic, Esquire, a true and correct copy of which is attached hereto as Exhibit "B").

9. Although Respondent demanded arbitration of his uninsured coverage claim on March 21, 2001, approximately four months ago (see Exhibit "B" hereto) and designated George Kulakowski, Esquire as his arbitrator, Mr. Kulakowski has failed to acknowledge his appointment as such, thereby delaying this matter indefinitely.

10. In accordance with Respondent's insurance policy, State Farm has selected its own arbitrator, and has advised counsel for Respondent of its selection. (See correspondence of April 16, 2001, of Chena L. Glenn-Hart, Esquire, attached hereto as Exhibit "C").

11. Thereafter, Petitioner's arbitrator wrote to Mr. Kulakowski on three separate occasions in an attempt to select a neutral arbitrator and to proceed with this matter. (See correspondence attached hereto as Exhibit "D").

12. Respondent's designated arbitrator has completely ignored the repeated requests of Petitioner's arbitrator to the extent that Petitioner questions his commitment to this matter. At this point, Petitioner can only speculate as to whether Mr. Kulakowski was in fact contacted by Respondent to serve as an arbitrator for this matter.

13. Moreover, the undersigned counsel has made numerous attempts by written correspondence and telephone to contact Respondent's counsel on related matters. (See

correspondence attached hereto as Exhibit "E"). However, Respondent's counsel has not responded to any of the undersigned counsel's communications, written or otherwise.

14. In this regard, issues, particularly Respondent's failure to provide Petitioner with information concerning his claim, have arisen which require resolution by an arbitration panel. However, such issues will remain unresolved indefinitely until such time as Respondent designates an arbitrator who will actively participate in the arbitration of this matter.

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

16. Respondent's arbitrator's refusal to participate in the arbitration process, notwithstanding Petitioner's arbitrator's repeated requests, and Respondent's continual refusal to supply Petitioner with information regarding his claims in accordance with the provisions of his insurance policy, have completely stalled the arbitration process, resulting in extreme prejudice to Petitioner.

17. Accordingly, Petitioner respectfully requests that Respondent be ordered to select an arbitrator within 15 days of the date of the Court's Order or to suffer dismissal of all uninsured motorist claims he may have against Petitioner as a result of the May 14, 2000 accident. Alternatively, State Farm respectfully requests that this Honorable Court appoint an arbitrator for Petitioner so that the arbitration process can proceed.

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

Respectfully submitted

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

Dated: July 17, 2001

By: 
Chena L. Glenn-Hart, Esquire
I.D. No. 82750
Attorneys for Petitioner
811 University Drive
State College, PA 16801
(814) 238-4926

VERIFICATION

Chena L. Glenn-Hart, hereby verifies that she is the attorney of record for Petitioner in the foregoing action, and as such, she is authorized to make this verification on its behalf, and that the facts set forth in the foregoing Petition to Compel Appointment of an Arbitrator Pursuant to 42 Pa.C.S.A. §§ 7305, 7342 are true and correct to the best of her information, knowledge and belief. This verification is hereby made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



CHENA L. GLENN-HART

SECTION III — UNINSURED MOTOR VEHICLE AND UNDERINSURED MOTOR VEHICLE COVERAGES

UNINSURED MOTOR VEHICLE - COVERAGES U (STACKING OPTION) AND U3 (NON-STACKING OPTION)

Uninsured Motor Vehicle - Coverage U applies to the vehicles for which "U" appears in the "Coverages" space on the declarations page.

Uninsured Motor Vehicle - Coverage U3 applies to the vehicles for which "U3" appears in the "Coverages" space on the declarations page.

Coverages U and U3

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

The amount we will pay for damages is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

Uninsured Motor Vehicle — means:

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

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

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

UNDERINSURED MOTOR VEHICLE - COVERAGES W (STACKING OPTION) AND W3 (NON-STACKING OPTION)

Underinsured Motor Vehicle - Coverage W applies to the vehicles for which "W" appears in the "Coverages" space on the declarations page.

Underinsured Motor Vehicle - Coverage W3 applies to the vehicles for which "W3" appears in the "Coverages" space on the declarations page.

Coverages W and W3

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

The amount we will pay for damages is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

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

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

Underinsured Motor Vehicle – means a land motor vehicle:

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

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

1. insured under the liability coverage of this policy;
2. furnished for the regular use of **you, your spouse** or any **relative**;
3. owned by any government or any of its political subdivisions or agencies;
4. while located for use as a dwelling or other premises;
5. designed for use mainly off public roads except while on public roads; or
6. defined as an **uninsured motor vehicle** in **your** policy.

Who Is an Insured – Coverages U, U3, W and W3

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

This is:

1. the first **person** named in the declarations;
2. his or her **spouse**;
3. their **relatives**; and
4. any other **person** while *occupying*:
 - a. **your car**, a **temporary substitute car**, or a trailer attached to such a **car**. Such other **person** is an **insured** only under the coverage applicable to the vehicle which that **person** was *occupying* and such **person** is not an **insured** under the coverage applicable to any other vehicle insured by this policy. Such vehicle has to be used within the scope of the consent of **you** or **your spouse**.
 - b. a **newly acquired car** or a trailer attached to such a **car**. If the **newly acquired car** is a **replacement car**, such other **person** is an **insured** only under the coverage applicable to the vehicle that was replaced. If the **newly acquired car** is an **additional car**, such other **person** is an **insured** only under the coverage applicable to any one vehicle insured by this policy or any other policy issued by us to **you** or **your spouse**. Such **car** has to be used within the scope of the consent of **you** or **your spouse**.
 - c. a **car** not owned by or leased to **you**, **your spouse** or any **relative**, or a trailer attached to such a **car**. It has to be driven by the first **person** named in the declarations or that **person's spouse** and within the scope of the owner's consent. Such other **person** is an **insured** only under the coverage applicable to any one vehicle insured by this policy or any other policy issued by us to **you** or **your spouse**.

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

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

Deciding Fault and Amount – Coverages U, U3, W and W3

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

1. Is the *insured* legally entitled to collect compensatory damages from the owner or driver of an *uninsured motor vehicle* or *underinsured motor vehicle*; and
2. If so, in what amount?

If there is no agreement, these two questions shall be decided by arbitration at the request of the *insured* or us. The arbitrators' decision shall be limited to these two questions. The arbitrators shall not award damages under this policy which are in excess of the limits of liability of this coverage as shown on the declarations page. The Pennsylvania Arbitration Act of 1927 shall apply.

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

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

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

We have the right to obtain statements under oath from the *insured* as often as we reasonably ask.

Arbitration shall not be a means of settlement to decide:

1. any form of interpolicy or intrapolicy stacking;
2. selection of coverage option, or waiver of such coverage;
3. determination of residency in defining who is or is not an insured under these coverages;
4. statutes of limitation; or
5. determination of whether a claimant is an insured under these coverages.

Either party may stay arbitration or execution of an arbitration award until final resolution of whether an issue is properly subject to arbitration.

Payment of Any Amount Due – Coverages U, U3, W and W3

We will pay any amount due:

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

Trust Agreement – Coverages U and U3

1. We are entitled to repayment of the amount we have paid from the proceeds of any recovery the *insured* makes from any party liable for the *bodily injury*.
2. If the *insured* has not recovered from the party at fault, he or she shall:
 - a. keep these rights in trust for us;
 - b. execute any legal papers we need; and
 - c. when we ask, take action through our representative to recover our payments.

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

Trust Agreement – Coverages W and W3

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

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

Limits of Liability – Coverages U and U3

1. The amount of coverage is shown on the declarations page under "Limits of Liability – U – Each Person, Each Accident" or "Limits of Liability – U3 – Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury* to one *person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all damages due to *bodily injury* to two or more *persons* in the same accident.
2. Any payment made to a *person* under this coverage shall reduce any amount payable to that *person* under the bodily injury liability coverage.
3. The limits of liability are not increased because:
 - a. more than one *person* is insured at the time of the accident; or
 - b. more than one *uninsured motor vehicle* is involved in the same accident.

4. Any amount payable under this coverage shall be reduced by any amount paid or payable to or for the *insured*:
 - a. by or for any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
 - b. for the *bodily injury* under the liability coverage.
5. This coverage shall be excess over and shall not pay again any amount paid or payable to or for the *insured* under any workers' compensation, disability benefits or similar law.

Limits of Liability – Coverage U3

1. If there is more than one vehicle insured under this policy, the maximum limit of liability available is:
 - a. the limit applicable to the vehicle that was involved in the accident while *occupying your car*;
 - b. the limit applicable to the vehicle that was replaced while *occupying a replacement car*; or
 - c. the limit applicable to any one vehicle insured under this policy while injured as a pedestrian or injured while *occupying a temporary substitute car, non-owned car or an additional car*.
2. The limits of liability are not increased because more than one vehicle is insured under this policy.

Limits of Liability – Coverages W and W3

1. The amount of coverage is shown on the declarations page under "Limits of Liability – W – Each Person, Each Accident" or "Limits of Liability – W3 – Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury* to one *person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the

amount shown under "Each Person", for all damages due to **bodily injury** to two or more **persons** in the same accident.

2. The limits of liability are not increased because:
 - a. more than one **person** is insured at the time of the accident; or
 - b. more than one **underinsured motor vehicle** is involved in the same accident.
3. The most we pay will be the lesser of:
 - a. the difference between the amount of the **insured's** damages for **bodily injury**, and the amount paid to the **insured** by or for any **person** or organization who is or may be held legally liable for the **bodily injury**; or
 - b. the limits of liability of this coverage.
4. This coverage shall be excess over and shall not pay again any amount paid or payable to or for the **insured** under any workers' compensation, disability benefits or similar law.

Limits of Liability - Coverage W3

1. If there is more than one vehicle insured under this policy, the maximum limit of liability available is:
 - a. the limit applicable to the vehicle that was involved in the accident while *occupying your car*;
 - b. the limit applicable to the vehicle that was replaced while *occupying a replacement car*; or
 - c. the limit applicable to any one vehicle insured under this policy while injured as a pedestrian or injured while *occupying a temporary substitute car, non-owned car* or an *additional car*.
2. The limits of liability are not increased because more than one vehicle is insured under this policy.

When Coverages U, U3, W and W3 Do Not Apply

1. THERE IS NO COVERAGE UNDER COVERAGES U, U3, W AND W3:
 - a. FOR ANY **INSURED** WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY** AND THEREBY IMPAIRS OUR RIGHT TO RECOVER OUR PAYMENTS.
 - b. TO THE EXTENT IT BENEFITS:
 - (1) ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY.
 - (2) A SELF-INSURER UNDER ANY WORKERS' COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.
- c. FOR PAIN, SUFFERING OR OTHER NONMONETARY DAMAGES SUSTAINED BY AN **INSURED** IF THE **BODILY INJURY** IS NOT A **SERIOUS INJURY** AND THE LIMITATION OF SECTION 1731(d)(2) OF TITLE 75 OF THE PENNSYLVANIA CONSOLIDATED STATUTES APPLIES.
2. THERE IS NO COVERAGE FOR **BODILY INJURY** TO AN **INSURED** UNDER COVERAGE U WHILE *OCCUPYING* A MOTOR VEHICLE OWNED BY OR LEASED TO THAT **INSURED** IF THE VEHICLE IS NOT INSURED FOR UNINSURED MOTOR VEHICLE COVERAGE UNDER THIS POLICY OR ANY OTHER POLICY.
3. THERE IS NO COVERAGE FOR **BODILY INJURY** TO AN **INSURED** UNDER COVERAGE U3:
 - a. WHILE *OCCUPYING* A MOTOR VEHICLE OWNED BY OR LEASED TO **YOU, YOUR SPOUSE OR ANY RELATIVE** IF IT IS NOT INSURED FOR

THIS COVERAGE UNDER THIS POLICY; OR

- b. THROUGH BEING STRUCK BY A MOTOR VEHICLE OWNED BY OR LEASED TO *YOU, YOUR SPOUSE OR ANY RELATIVE*.
4. THERE IS NO COVERAGE FOR **BODILY INJURY** TO AN **INSURED** UNDER COVERAGE W WHILE *OCCUPYING* A MOTOR VEHICLE OWNED BY OR LEASED TO THAT **INSURED** IF THE VEHICLE IS NOT INSURED FOR UNDERINSURED MOTOR VEHICLE COVERAGE UNDER THIS POLICY OR ANY OTHER POLICY.
5. THERE IS NO COVERAGE FOR **BODILY INJURY** TO AN **INSURED** UNDER COVERAGE W3:
 - a. WHILE *OCCUPYING* A MOTOR VEHICLE OWNED BY OR LEASED TO *YOU, YOUR SPOUSE OR ANY RELATIVE* IF IT IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY; OR
 - b. THROUGH BEING STRUCK BY A MOTOR VEHICLE OWNED BY OR LEASED TO *YOU, YOUR SPOUSE OR ANY RELATIVE*.

If There Is Other Coverage – Coverage U

1. If uninsured motor vehicle coverage for **bodily injury** is available to an **insured** from more than one policy provided by us or any other insurer, any coverage applicable:
 - a. under this policy shall apply on a primary basis if the **insured** sustains **bodily injury** while not *occupying* a motor vehicle or trailer.
 - b. to the vehicle covered under this policy which the **insured** was *occupying* when the **bodily injury** was sustained shall apply on a primary basis. Any other coverage provided by this policy shall apply on an excess basis.

c. under this policy shall apply on an excess basis if the **insured** sustains **bodily injury** while *occupying* a vehicle other than *your car*.

2. Subject to item 1 above, if this policy and one or more other policies provide coverage for **bodily injury**:
 - a. on a primary basis, we are liable only for our share. Our share is that percent of the damages payable on a primary basis that the limit of liability of this coverage bears to the total of all applicable uninsured motor vehicle coverage on a primary basis.
 - b. on an excess basis, we are liable only for our share. Our share is that percent of the damages payable on an excess basis that the limit of liability of this coverage bears to the total of all applicable uninsured motor vehicle coverage provided on an excess basis.

If There Is Other Coverage – Coverage U3

1. If uninsured motor vehicle coverage for **bodily injury** is available to an **insured** from more than one policy provided by us or any other insurer, the total limits of liability available from all coverages provided by all insurers shall not exceed the limit of liability applicable to the coverage with the highest limit of liability. This is the most that will be paid regardless of the number of policies involved, **persons** covered, claims made, vehicles or premiums shown on the declarations page, premiums paid or vehicles involved in the accident.
2. Subject to 1 above, any coverage applicable under this policy shall apply:
 - a. on a primary basis if the **insured** sustains **bodily injury** while *occupying your car*, or while not *occupying* a motor vehicle or trailer.
 - b. on an excess basis if the **insured** sustains **bodily injury** while *occupying* a vehicle not owned by or leased to *you, your spouse or any relative*.

3. Subject to items 1 and 2 above, if this policy and one or more other policies provide coverage for *bodily injury*:
 - a. on a primary basis, we are liable only for our share. Our share is that percent of the damages payable on a primary basis that the limit of liability of this coverage bears to the total of all applicable uninsured motor vehicle coverage provided on a primary basis.

The total damages payable from all policies that apply on a primary basis shall not exceed the limit of liability of the coverage providing the highest limit of liability on a primary basis.
 - b. on an excess basis, we are liable only for our share. Our share is that percent of the damages payable on an excess basis that the limit of liability of this coverage bears to the total of all applicable uninsured motor vehicle coverage provided on an excess basis.

The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability of the coverage providing the highest limit of liability on a primary basis.
4. THIS COVERAGE DOES NOT APPLY IF THERE IS OTHER UNINSURED MOTOR VEHICLE COVERAGE ON A *NEWLY ACQUIRED CAR*.

If There Is Other Coverage – Coverage W

1. If underinsured motor vehicle coverage for *bodily injury* is available to an *insured* from more than one policy provided by us or any other insurer, any coverage applicable:
 - a. under this policy shall apply on a primary basis if the *insured* sustains *bodily injury* while not *occupying* a motor vehicle or trailer.
2. Subject to 1 above, any coverage applicable under this policy shall apply:
 - a. on a primary basis if the *insured* sustains *bodily injury* while *occupying your car*.

b. to the vehicle covered under this policy which the *insured* was *occupying* when the *bodily injury* was sustained shall apply on a primary basis. Any other coverage provided by this policy shall apply on an excess basis.

c. under this policy shall apply on an excess basis if the *insured* sustains *bodily injury* while *occupying* a vehicle other than *your car*.

2. Subject to item 1 above, if this policy and one or more other policies provide coverage for *bodily injury*:

- a. on a primary basis, we are liable only for our share. Our share is that percent of the damages payable on a primary basis that the limit of liability of this coverage bears to the total of all applicable underinsured motor vehicle coverage on a primary basis.
- b. on an excess basis, we are liable only for our share. Our share is that percent of the damages payable on an excess basis that the limit of liability of this coverage bears to the total of all applicable underinsured motor vehicle coverage provided on an excess basis.

If There Is Other Coverage – Coverage W3

1. If underinsured motor vehicle coverage for *bodily injury* is available to an *insured* from more than one policy provided by us or any other insurer, the total limits of liability available from all coverages provided by all insurers shall not exceed the limit of liability applicable to the coverage with the highest limit of liability. This is the most that will be paid regardless of the number of policies involved, *persons* covered, claims made, vehicles or premiums shown on the declarations page, premiums paid or vehicles involved in the accident.
2. Subject to 1 above, any coverage applicable under this policy shall apply:
 - a. on a primary basis if the *insured* sustains *bodily injury* while *occupying your car*,

or while not *occupying* a motor vehicle or trailer.

- b. on an excess basis if the *insured* sustains *bodily injury* while *occupying* a vehicle not owned by or leased to *you, your spouse* or any *relative*.
3. Subject to items 1 and 2 above, if this policy and one or more other policies provide coverage for *bodily injury*:

- a. on a primary basis, we are liable only for our share. Our share is that percent of the damages payable on a primary basis that the limit of liability of this coverage bears to the total of all applicable underinsured motor vehicle coverage provided on a primary basis.

The total damages payable from all policies that apply on a primary basis shall not exceed the limit of liability of the coverage providing the highest limit of liability on a primary basis.

- b. on an excess basis, we are liable only for our share. Our share is that percent of the damages payable on an excess basis that the limit of liability of this coverage bears to the total of all applicable underinsured

motor vehicle coverage provided on an excess basis.

The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability of the coverage providing the highest limit of liability on a primary basis.

4. **THIS COVERAGE DOES NOT APPLY IF THERE IS OTHER UNDERRINSURED MOTOR VEHICLE COVERAGE ON A NEWLY ACQUIRED CAR.**

Consent to Be Bound – Coverages U, U3, W and W3

Any judgment for damages arising out of a suit brought without our written consent is not binding on us unless we:

1. receive reasonable notice of the pendency of the suit resulting in the judgment; and
2. have a reasonable opportunity to protect our interest in the suit.

LAW OFFICES OF

PRIBANIC & PRIBANIC

A PROFESSIONAL CORPORATION

1735 LINCOLN WAY
WHITE OAK, PENNSYLVANIA 15131

TEL 412/672-5444

VICTOR H. PRIBANIC

FAX 412/672-3715

RECEIVED

MAR 23 2001

STATE COLLEGE FCO

PITTSBURGH OFFICE
513 COURT PLACE
PITTSBURGH, PA 15219
TEL 412/281-8844

March 21, 2001

Chuck Warren
Claim Specialist
State Farm Insurance Companies
383 Rolling Ridge Drive
State College, PA 16801-7676

Re:	Your Insured:	David Crowell ✓SF
	Your Claim No.:	38-J226-187
	Date of Loss:	May 14, 1999
	Our Client:	Aaron Crowell
	Our File No.:	4762

Dear Mr. Warren,

I'm enclosing the medical records we currently have in our possession in this matter.

It's our position that given the conduct of the uninsured operator of the motor vehicle along with Aaron's injuries that your policy limits of \$15,000.00 should be paid.

In the event you are unwilling to pay them at this time I am hereby demanding arbitration of this matter and designate George Kulakowski, Esquire as our arbitrator.

Please contact me with your thoughts in respect to settlement.

Very truly yours,

Victor H. Pribanic

VHP/dlt
Enclosures



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaidelasko.com

April 16, 2001

Victor H. Pribanic, Esq.
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

Re: Crowell vs. State Farm
Claim No.: 38-J226-187
Date of Loss: May 14, 1999

Dear Mr. Pribanic:

Please be advised that this firm has been retained to represent the interests of State Farm in the above-referenced matter.

I understand that you have demanded the policy limit in the amount of \$15,000.00 for your client's uninsured motorist claim. I believe you were previously notified by my client that State Farm is unable to offer the \$15,000.00 policy limit because your client is bound by the limited tort selection. Furthermore, there is a question of causation with respect to your client's alleged injuries due to the assault that occurred after the motor vehicle accident.

Given this, I designate John McIntyre, Esq. of Pfaff, McIntyre, Dugas, Hartye & Schmitt, P. O. Box 533, Hollidaysburg, Pa 16648 at 814/696-3581 as our arbitrator. Likewise, I understand you have designated George Kulakowski, Esq. as your arbitrator. Kindly provide me with an address and telephone number for Mr. Kulakowski so that I may forward it to Mr. McIntyre.

On a related matter, I understand that your client previously refused to give a recorded statement to State Farm regarding the incident that is the basis for his claims. I would like to make arrangements to take your Mr. Crowell's recorded statement prior to the arbitration

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

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

Page 2

Victor H. Pribanic, Esq.
April 16, 2001

of this matter. Said statement could, of course, be taken over the telephone. Please contact me with respect to your client's availability to give a recorded statement in this matter.

If you would like to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

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

By:



Chena L. Glenn-Hart

CGH:bap

cc: Chuck Warren
Jim Horne



LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

ROBERT J. PFAFF
JOHN L. McINTYRE
STEPHEN L. DUGAS
FRANK J. HARTYE
LOUIS C. SCHMITT, JR.
HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI
KAREN L. GRABILL

P. O. BOX 533
HOLLIDAYSBURG, PA 16648-0533

—
(814) 696-3581
FAX (814) 696-9399
www.pmdhlaw.com

May 10, 2001

Our Reference: 7995 OH

George Kulakowski, Esquire
220 West Mahoning
Punxsutawney, PA 15767

Re: Aaron Crowell v. State Farm Insurance Companies

Dear George:

I am writing to inform you that I have been appointed as an arbitrator on behalf of State Farm. I have been advised that you have been appointed an arbitrator on behalf of Aaron Crowell.

We need to select a neutral arbitrator. Are you aware of what county this would be handled in? Please give me a call at your convenience. I look forward to talking with you. Thank you.

Very truly yours,

John L. McIntyre

JLM/slw

cc: Chena L. Glenn-Hart, Esquire

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

ROBERT J. PFAFF
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P. O. BOX 533
HOLLIDAYSBURG, PA 16648-0533

—
(814) 696-3581
FAX (814) 696-9399
www.pmdhlaw.com

June 8, 2001

Our Reference: 7995 OH

George Kulakowski, Esquire
220 West Mahoning
Punxsutawney, PA 15767

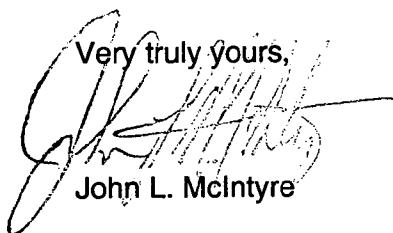
Re: Aaron Crowell v. State Farm Insurance Companies

Dear Mr. Kulakowski:

I am writing to follow my last correspondence regarding the above. Have you had any discussion with counsel for Aaron Crowell as to what county the above arbitration will take place in?

Would you please give me a call at your convenience to discuss the selection of a neutral arbitrator?

Thank you.


Very truly yours,
John L. McIntyre

JLM:dlm

cc: Chena L. Glenn-Hart, Esquire

LAW OFFICES
PFAFF, McINTYRE, DUGAS, HARTYE & SCHMITT

ROBERT J. PFAFF
JOHN L. McINTYRE
STEPHEN L. DUGAS
FRANK J. HARTYE
LOUIS C. SCHMITT, JR.
HEATHER A. HARRINGTON
MICHAEL A. SOSNOWSKI
KAREN L. GRABILL

P. O. BOX 533
HOLLIDAYSBURG, PA 16648-0533

—
(814) 696-3581
FAX (814) 696-9399
www.pmdhlaw.com

July 3, 2001

Our Reference: 7995 OH

George Kulakowski, Esquire
220 West Mahoning
Punxsutawney, PA 15767

Re: Aaron Crowell v. State Farm Insurance Companies

Dear George:

I am writing to follow-up my earlier letters regarding the above. Do you have any information regarding this matter? Have you in fact been selected as plaintiff's arbitrator? We need to pick a neutral arbitrator. Would you please respond by phone or otherwise, at your convenience.

Thank you.

Very truly yours,

John L. McIntyre

JLM:dlm

cc: Chena L. Glenn-Hart, Esquire

McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaidelasko.com

April 16, 2001

Victor H. Pribanic, Esq.
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

Re: Crowell vs. State Farm
Claim No.: 38-J226-187
Date of Loss: May 14, 1999

Dear Mr. Pribanic:

Please be advised that this firm has been retained to represent the interests of State Farm in the above-referenced matter.

I understand that you have demanded the policy limit in the amount of \$15,000.00 for your client's uninsured motorist claim. I believe you were previously notified by my client that State Farm is unable to offer the \$15,000.00 policy limit because your client is bound by the limited tort selection. Furthermore, there is a question of causation with respect to your client's alleged injuries due to the assault that occurred after the motor vehicle accident.

Given this, I designate John McIntyre, Esq. of Pfaff, McIntyre, Dugas, Hartye & Schmitt, P. O. Box 533, Hollidaysburg, Pa 16648 at 814/696-3581 as our arbitrator. Likewise, I understand you have designated George Kulakowski, Esq. as your arbitrator. Kindly provide me with an address and telephone number for Mr. Kulakowski so that I may forward it to Mr. McIntyre.

On a related matter, I understand that your client previously refused to give a recorded statement to State Farm regarding the incident that is the basis for his claims. I would like to make arrangements to take your Mr. Crowell's recorded statement prior to the arbitration

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

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

Page 2

Victor H. Pribanic, Esq.
April 16, 2001

of this matter. Said statement could, of course, be taken over the telephone. Please contact me with respect to your client's availability to give a recorded statement in this matter.

If you would like to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

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

By:



Chena L. Glenn-Hart

CGH:bap

cc: Chuck Warren
Jim Horne

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

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717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

April 17, 2001

Via Facsimile and Regular Mail

Victor H. Pribanic, Esq.
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

Re: Crowell vs. State Farm
Claim No.: 38-J226-187
Date of Loss: May 14, 1999

Dear Mr. Pribanic:

In my correspondence to you dated April 16, 2001, I indicated that I want to take your client's recorded statement prior to the arbitration of this matter and that said statement could be taken over the telephone. At this time, I would like to amend my earlier request. Rather than a recorded statement, I would like to take your client's sworn statement, with a court reporter present. Given this, we will have to make arrangements to meet in person in order for your client to give a sworn statement regarding the incident that is the basis for his claims. Therefore, please contact me with respect to your client's availability to give his sworn statement in this matter.

Thank you for your attention to this matter.

Very truly yours,

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

By:


Chena L. Glenn-Hart

CGH:bap
cc: Chuck Warren
Jim Horne

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

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MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaideblasko.com

April 30, 2001

Victor H. Pribanic, Esq.
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

Re: **Crowell vs. State Farm**
Claim No.: **38-J226-187**
Date of Loss: **May 14, 1999**

Dear Mr. Pribanic:

I am writing to follow up my previous request to take your client's sworn statement. Previously, I spoke with Sherry of your office, who was making arrangements for me to take your client's sworn statement at your associate's office in Brookville. Kindly advise as to the status of these arrangements.

On a related matter, our records reflect that your client was treated at Casteel Chiropractic Center, 10 North Main Street, DuBois, PA 15801, for injuries he sustained on May 14, 1999. Please advise of any other health care providers that rendered treatment to your client with respect to the accident in question. Furthermore, kindly have your client execute the enclosed Authorizations for the release of medical records from any health care providers who treated Mr. Crowell for injuries resulting from the May 14, 1999 incident. For your convenience, I have enclosed a self-addressed, stamped envelope in which you may return the executed Authorizations.

Thank you for your prompt attention to these matters.

Very truly yours,

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

By:


Chena L. Glenn-Hart

CGH:bap
Enclosures

cc: Chuck Warren
Jim Horne

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

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

MEDICAL AUTHORIZATION

TO: _____

YOU ARE HEREBY authorized and requested to furnish to McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., 811 University Drive, State College, Pennsylvania, any and all medical/psychiatric records and information within your custody or control regarding the medical/psychiatric condition, treatment, diagnosis and prognosis of **AARON CROWELL** regarding which either his physician, a hospital, its agents, servants or employees were consulted relative to any medical/psychiatric services, the nature of impairment, history, prescriptions, x-rays, consultation reports from other health care providers, hospital medical records, consent forms, subjective and objective symptoms, and other information which may be available to you, including medical records' summary sheets, incident reports, and invoices of services rendered. This Authorization may be used to update these records at any time prior to the trial of this matter.

AARON CROWELL
D.O.B.:
SS No.:

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2001

Notary Public

MEDICAL AUTHORIZATION

TO: _____

YOU ARE HEREBY authorized and requested to furnish to McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., 811 University Drive, State College, Pennsylvania, any and all medical/psychiatric records and information within your custody or control regarding the medical/psychiatric condition, treatment, diagnosis and prognosis of **AARON CROWELL** regarding which either his physician, a hospital, its agents, servants or employees were consulted relative to any medical/psychiatric services, the nature of impairment, history, prescriptions, x-rays, consultation reports from other health care providers, hospital medical records, consent forms, subjective and objective symptoms, and other information which may be available to you, including medical records' summary sheets, incident reports, and invoices of services rendered. This Authorization may be used to update these records at any time prior to the trial of this matter.

AARON CROWELL
D.O.B.:
SS No.:

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2001

Notary Public

MEDICAL AUTHORIZATION

TO: _____

YOU ARE HEREBY authorized and requested to furnish to McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., 811 University Drive, State College, Pennsylvania, any and all medical/psychiatric records and information within your custody or control regarding the medical/psychiatric condition, treatment, diagnosis and prognosis of **AARON CROWELL** regarding which either his physician, a hospital, its agents, servants or employees were consulted relative to any medical/psychiatric services, the nature of impairment, history, prescriptions, x-rays, consultation reports from other health care providers, hospital medical records, consent forms, subjective and objective symptoms, and other information which may be available to you, including medical records' summary sheets, incident reports, and invoices of services rendered. This Authorization may be used to update these records at any time prior to the trial of this matter.

AARON CROWELL
D.O.B.:
SS No.:

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2001

Notary Public

MEDICAL AUTHORIZATION

TO: _____

YOU ARE HEREBY authorized and requested to furnish to McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., 811 University Drive, State College, Pennsylvania, any and all medical/psychiatric records and information within your custody or control regarding the medical/psychiatric condition, treatment, diagnosis and prognosis of **AARON CROWELL** regarding which either his physician, a hospital, its agents, servants or employees were consulted relative to any medical/psychiatric services, the nature of impairment, history, prescriptions, x-rays, consultation reports from other health care providers, hospital medical records, consent forms, subjective and objective symptoms, and other information which may be available to you, including medical records' summary sheets, incident reports, and invoices of services rendered. This Authorization may be used to update these records at any time prior to the trial of this matter.

AARON CROWELL
D.O.B.:
SS No.:

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2001

Notary Public

MEDICAL AUTHORIZATION

TO: _____

YOU ARE HEREBY authorized and requested to furnish to McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., 811 University Drive, State College, Pennsylvania, any and all medical/psychiatric records and information within your custody or control regarding the medical/psychiatric condition, treatment, diagnosis and prognosis of **AARON CROWELL** regarding which either his physician, a hospital, its agents, servants or employees were consulted relative to any medical/psychiatric services, the nature of impairment, history, prescriptions, x-rays, consultation reports from other health care providers, hospital medical records, consent forms, subjective and objective symptoms, and other information which may be available to you, including medical records' summary sheets, incident reports, and invoices of services rendered. This Authorization may be used to update these records at any time prior to the trial of this matter.

AARON CROWELL
D.O.B.:
SS No.:

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2001

Notary Public



MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620
717-531-1199 FAX 717-531-1193
www.mcquaidebasko.com

June 7, 2001

Victor H. Pribanic, Esq.
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

Re: Crowell vs. State Farm
Claim No.: 38-J226-187
Date of Loss: May 14, 1999

Dear Mr. Pribanic:

In my last correspondence dated April 30, 2001, I reiterated my request to take your client's sworn statement. However, to date, I have not heard anything from you with respect to your client's availability to give a sworn statement. I remind you that pursuant to the insurance policy under which your client is making his claim, your client has an obligation to cooperate with State Farm's investigation of the claim. This includes assisting State Farm in securing evidence regarding the accident and his injuries, as well as attending meetings and hearings.

In this regard, please make arrangements for your client to be available to give his recorded statement within the next month. Once you have provided me with available dates and times as well as a location, I will make arrangements for a court reporter to be present. Moreover, should you be unable to secure a location, I would be willing to arrange the same.

Likewise, kindly advise as to the healthcare providers that rendered treatment to your client and the status of the medical authorizations I previously sent to you.

Your prompt attention to these matters is appreciated, as I would like to prevent any future delays.

Very truly yours,

MCQUAIDE BLASKO

By:


Chena L. Glenn-Hart

CGH:bap
cc: Chuck Warren
Jim Horne

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

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Daryl R. Sliwak Mark Righter Daniel E. Bright
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Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

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

FILED

no
cc

July 18 2001

William A. Shaw
Prothonotary

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

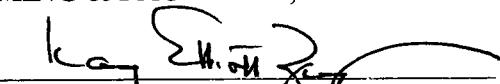
STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2001-1156-C.D.
Petitioner, :
v. :
AARON CROWELL, :
Respondent. :

CERTIFICATE OF SERVICE

I, Kay Elliott Ziegler, hereby certify that a true and correct copy of the Rule to Show Cause dated July 30, 2001 in the above matter was mailed by Regular First Class Mail postage prepaid, on the 31st day of July 2001, as follows:

Charles Frankovic, Esquire
Pribanic & Pribanic
513 Court Place
Pittsburgh, PA 15219

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

By: 

Kay Elliott Ziegler, M.S.
RN-Senior Paralegal for
Chena L. Glenn-Hart
811 University Drive
State College, PA 16801
814/238-4926
Attorneys for Petitioner State Farm
Mutual Insurance Companies

FILED

AUG 01 2001

112-171 nocc

William A. Shaw
Prothonotary



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

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2001-1156-C.D.
Petitioner, :
: v.
: :
AARON CROWELL, :
: Respondent. :
:

CERTIFICATE OF SERVICE

I, Chena L. Glenn-Hart, hereby certify that a true and correct copy of the Petition to Compel an Arbitrator Pursuant to 42 Pa. C.S.A. §§ 7305, 7342 in the above matter was mailed by Regular First Class Mail postage prepaid, on the 25th day of July 2001, as follows:

Charles Frankovic, Esquire
Pribanic & Pribanic
513 Court Place
Pittsburgh, PA 15219

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

By: Chena L. Glenn-Hart
Chena L. Glenn-Hart, Esquire
811 University Drive
State College, PA 16801
814/238-4926
Attorneys for Petitioner State Farm
Mutual Insurance Companies

FILED

DEC 04 2001
11/12 36 p.m. EM
William A. Shaw
Prothonotary
No CC

G-A-21

~~FILED~~
DEC 07 2001
William A. Shaw
Prothonotary

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

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES, : No. 2001-1156-C.D.
Petitioner, :
: v.
: AARON CROWELL, :
: Respondent. :
:

CERTIFICATE OF SERVICE

I, Chena L. Glenn-Hart, hereby certify that a true and correct copy of the Petition to Compel an Arbitrator Pursuant to 42 Pa. C.S.A. §§ 7305, 7342 in the above matter was mailed by Regular First Class Mail postage prepaid, on the 17th day of July 2001, as follows:

Victor Pribanic, Esquire
Pribanic & Pribanic
1735 Lincoln Way
White Oak, PA 15131

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

By: Chena L. Glenn-Hart
Chena L. Glenn-Hart, Esquire
811 University Drive
State College, PA 16801
814/238-4926
Attorneys for Petitioner State Farm
Mutual Insurance Companies

COPY

FILED

DEC 04 2001

11/12 1:36 p.m.

William A. Shaw

Prothonotary

h0 cc

E. G. Hart

FILED

DEC 04 2001

William A. Shaw
Prothonotary

YAO CO

Notice of Proposed Termination of Court Case

October 5, 2007

RE: 2001-01156-CD

State Farm Mutual Automobile Insurance Companies

Vs.

Aaron Crowell

FILED

OCT 05 2007



William A. Shaw
Prothonotary/Clerk of Courts

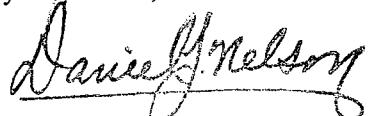
Dear Chena L. Glenn-Hart, Esq.:

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
Court Administrator

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

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES : No. 2001-1156-CD
Plaintiff :
vs. :
AARON CROWELL, :
Defendant. :
:

FILED

NOV 13 2007
012:20 AM

William A. Shaw
Prothonotary/Clerk of Courts
No. Court House
Clearfield, PA 16830
Attn:

PRAECIPE TO DISCONTINUE

TO: THE PROTHONOTARY

Please mark all claims in the above entitled matter as SETTLED, ENDED, and
DISCONTINUED, with prejudice.

McQUAIDE, BLASKO
FLEMING & FAULKNER, INC.

By: Chena L. Glenn-Hart

Chena L. Glenn-Hart, Esquire
I.D. No. 82750
811 University Drive
State College, PA 16801-6699
(814) 238-4926
Attorney for Plaintiff

Dated: November 9, 2007

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

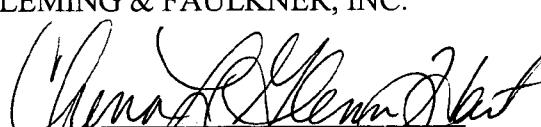
STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES : No. 2001-1156-CD
: Plaintiff, :
: vs. :
: :
AARON CROWELL, :
: Defendant. :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Praeclipe to Discontinue in the above-captioned matter was mailed by U.S. 1st Class Mail, postage prepaid, on this 9th day of November, 2007, to the attorney of record:

Charles Frankovic, Esquire
Pribanic & Pribanic
513 Court Place
Pittsburgh, PA 15219

McQUAIDE, BLASKO
FLEMING & FAULKNER, INC.

By: 
Chena L. Glenn-Hart, Esquire
I.D. No. 82750
811 University Drive
State College, PA 16801-6699
(814) 238-4926
Attorney for Plaintiff

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**William A. Shaw
Prothonotary/Clerk of Courts**

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

STATE FARM MUTUAL AUTOMOBILE :
INSURANCE COMPANIES : No. 2001-1156-CD

Plaintiff, :

vs. :

AARON CROWELL, :

Defendant. :

CERTIFICATE OF DISCONTINUANCE

AND NOW, this 13TH day of November, 2007, upon Praeclipe of Plaintiff, the above matter is discontinued, with prejudice.



Prothonotary
[SEAL]