

01-1934-CD

St. Paul Mercury Insurance Co. -vs-

Mike Tibbens,  
d/b/a Tibbens' Auto  
Body

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

ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of CLEARFIELD  
BOROUGH,

Plaintiff,

-vs-

MIKE TIBBENS, d/b/a TIBBENS AUTO  
BODY,

Defendant.

No.: 01-1934-CD

ARBITRATION

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of:  
Plaintiff.

Counsel of Record for this Party:

Cheryl L. Esposito, Esquire  
Pa. I.D. #55952  
Edmond R. Joyal, Jr., Esquire  
Pa. I.D. #65907

GIGLER & JOYAL

612 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219

(412) 471-9640

**FILED**

NOV 30 2001

William A. Shaw  
Prothonotary

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

ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of CLEARFIELD  
BOROUGH,

No.:

Plaintiff,

ARBITRATION

-vs-

MIKE TIBBENS, d/b/a TIBBENS AUTO  
BODY,

Defendant.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY 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.

Clearfield Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 32

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

ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of CLEARFIELD  
BOROUGH,

No.:

Plaintiff,

ARBITRATION

-vs-

MIKE TIBBENS, d/b/a TIBBENS AUTO  
BODY,

Defendant.

**COMPLAINT IN CIVIL ACTION**

AND NOW comes the Plaintiff, St. Paul Mercury Insurance Company, as subrogee of Clearfield Borough, by and through its attorneys, Gigler & Joyal, and files this Complaint, wherein the following is a statement:

1. Plaintiff is St. Paul Mercury Insurance Company, a subsidiary of the St. Paul Companies and an insurance carrier duly authorized and license to write policies of insurance within the state of Pennsylvania.

2. At all times relevant hereto, Plaintiff wrote a policy of insurance, policy number GP09001194, which covered a 1987 GMC truck, VIN #1GDL7D1B2HV521473, owned by Clearfield Borough.

3. Defendant is Mike Tibbens, d/b/a Tibbens Auto Body, a business that performs auto body work in the state of Pennsylvania with a business address of RD 1, Box 263 A, Nelson Road, Clearfield, Clearfield County, PA 16830.

4. Plaintiff believes and therefore avers that Mike Tibbens is an individual who is the owner and/or sole proprietor of Tibbens Auto Body.

5. Mike Tibbens resides at 417 Merrill Street, Clearfield, Clearfield County, PA 16830.

6. On or about January 29, 2001, the aforementioned vehicle was in the possession of Mike Tibbens and/or employees of Tibbens Auto Body.

7. The Borough of Clearfield had entrusted said vehicle to Mike Tibbens and/or employees of Tibbens Auto Body for the purpose of having said vehicle repaired.

8. On the aforementioned date, the vehicle in question rolled over an embankment and was severely damaged while in the possession of Mike Tibbens and/or employees of Tibbens Auto Body.

9. Mike Tibbens individually and/or Mike Tibbens t/b/a Tibbens Auto Body was negligent in general and in the following particulars:

- a. In failing to protect the property of Plaintiff's subrogee;
- b. In permitting the vehicle in question to roll over an embankment;
- c. In attempting to move the vehicle in question without sufficient equipment to ensure that said vehicle would not get away from them;
- d. In failing to keep said vehicle under control;
- e. In moving the vehicle in question when they knew or should have known that said vehicle had no operating brakes; and
- f. In breaching the implied agreement to return the vehicle in a useable condition.

10. As a result of the Defendants' negligence, the vehicle in question was severely damaged and had to be totaled.

11. Total damage to the vehicle in question was \$33,412.50.

12. Plaintiff paid this amount, less the Borough of Clearfield's deductible of \$500.00, to the Borough of Clearfield.

13. \$25,000 has been reimbursed to Plaintiff.

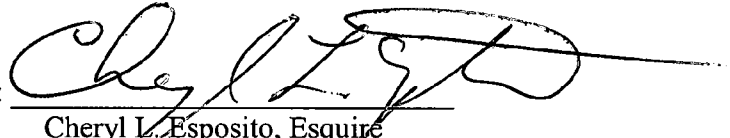
14. Plaintiff has sustained unreimbursed damages in the amount of \$8,412.50.

This amount includes the deductible paid by the Borough of Clearfield.

WHEREFORE, Plaintiff, St. Paul Mercury Insurance Company, as subrogee of Clearfield Borough, requests judgment in its favor and against Defendants in the amount of \$8,412.50, plus statutory interest and costs.

GIGLER & JOYAL

BY:

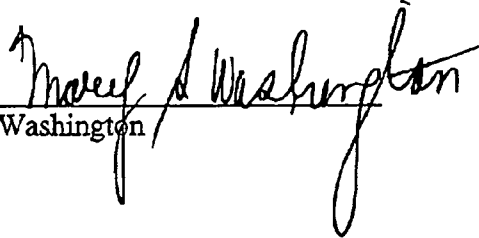


Cheryl L. Esposito, Esquire  
Attorney for Plaintiff.

VERIFICATION

I, Mary S. Washington on behalf of Plaintiffs, have read the foregoing Complaint in Civil Action. The statements therein are correct to the best of my personal knowledge or information and belief.

This Verification is made subject to the penalties of 18 Pa.C.S.A., Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Mary S. Washington

DATED: 11-16-01

Re: Clearfield Borough

FILED

NOV 30 2001

*W* m 12:10 / cth & spost to pax. \$ 80.00  
by William A. Shaw  
Prothonotary

*1 cc Sheng*



ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of  
CLEARFIELD BOROUGH,  
Plaintiff

**vs.**

No. 01-1934-CD

**Type of Case:** Civil

**Type of Pleading: Praecipe for Entry of Appearance**

Filed on behalf of: Defendant  
MIKE TIBBENS, d/b/a TIBBENS  
AUTO BODY

Counsel of Record for this  
Party:  
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

**FILED**

JAN 07 2002

O/1:53/nacc

**William A. Shaw**

Prothonotary

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

ST. PAUL MERCURY INSURANCE COMPANY, :  
as Subrogee of CLEARFIELD BOROUGH, :  
Plaintiff :

-vs-

No. 01-1934-CD

MIKE TIBBENS, d/b/a TIBBENS AUTO :  
BODY, Defendant :


CERTIFICATE OF SERVICE

I hereby certify that service was made by mailing a true  
and correct copy of the original Praecipe for Entry of Appearance  
on January 7, 2002 by regular mail, postage prepaid to:

Cheryl L. Esposito, Esquire  
GIGLER & JOYAL  
612 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219

GATES & SEAMAN

By

  
Laurance B. Seaman, Esq.  
Attorney for Defendant,  
Mike Tibbens, d/b/a  
Tibbens Auto Body

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

ST. PAUL MERCURY INSURANCE COMPANY, :  
as Subrogee of CLEARFIELD BOROUGH, :  
Plaintiff :

-vs-

No. 01-1934-CD

MIKE TIBBENS, d/b/a TIBBENS AUTO :  
BODY, Defendant :

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY,

Please enter my appearance on behalf of Defendant, MIKE  
TIBBENS, d/b/a TIBBENS AUTO BODY, in the above-captioned action.

GATES & SEAMAN

BY: 

Laurance B. Seaman, Esquire

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: January 7, 2002

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

Sheriff Docket # 11807

ST. PAUL MERCURY INSURANCE COMPANY

01-1934-CD

VS.

TIBBENS, MIKE d/b/a TIBBENS AUTO BODY

COMPLAINT

**SHERIFF RETURNS**

NOW, DECEMBER 05, 2001 AT 11:30 A.M. EST SERVED THE WITHIN COMPLAINT  
ON MIKE TIBBENS D/B/A TEBBENS AUTO BODY, DEFENDANT AT EMPLOYMENT,  
RD#1 BOX 263A, NELSON ROAD, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO DAWN TIBBENS, WIFE A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.

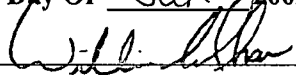
SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
20.00	SHERIFF HAWKINS, PAID BY: PLFF.
10.00	SURCHARGE, PAID BY: PLFF.

Sworn to Before Me This

16 Day Of Jan, 2002



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
by Marilyn Harris

Chester A. Hawkins  
Sheriff



**FILED**

01/2/02  
JAN 16 2002

William A. Shaw  
Prothonotary

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

ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of CLEARFIELD  
BOROUGH,

Plaintiff,

-vs-

MIKE TIBBENS, d/b/a TIBBENS AUTO  
BODY,

Defendant.

No.: 01-1934-CD

ARBITRATION

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

Filed on behalf of:  
Plaintiff.

Counsel of Record for this Party:

Cheryl L. Esposito, Esquire  
Pa. I.D. #55952  
Edmond R. Joyal, Jr., Esquire  
Pa. I.D. #65907

GIGLER & JOYAL

612 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219

(412) 471-9640

**FILED**

OCT 30 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ST. PAUL MERCURY INSURANCE  
COMPANY, as Subrogee of CLEARFIELD  
BOROUGH,

No.: 01-1934-CD

Plaintiff,

ARBITRATION

-vs-

MIKE TIBBENS, d/b/a TIBBENS AUTO  
BODY,

Defendant.

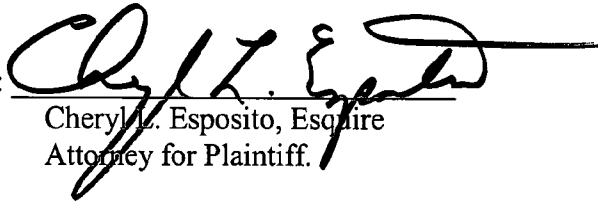
**PRAECIPE TO SETTLE AND DISCONTINUE**

TO THE PROTHONOTARY:

Kindly mark the above-captioned case settled and discontinued, mark it off the  
docket and issue a certificate on the same.

GIGLER & JOYAL

BY:

  
Cheryl L. Esposito, Esquire  
Attorney for Plaintiff.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Praecipe to Settle and Discontinue has been served by First Class Mail, postage pre-paid, upon the following parties on this 28 day of October, 2002.

Laurance B. Seaman, Esquire  
Gates & Seaman  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830

GIGLER & JOYAL

BY:

  
Cheryl L. Esposito, Esquire  
Attorney for Plaintiff.

**FILED**

NO  
CC

m/2:38 PM  
OCT 30 2012  
Cet. of Disc.

to Amy

William A. Shaw copy of Disc. to C/A  
Prothonotary

WAS



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

St. Paul Mercury Insurance Company,  
as Subrogee of Clearfield Borough

Vs.

No. 2001-01934-CD

Mike Tibbens, d/b/a  
Tibbens Auto Body

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 30, 2002 marked:

Settled and Discontinued

Record costs in the sum of \$110.00 have been paid in full by Cheryl L. Esposito, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of October A.D. 2002.

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William A. Shaw, Prothonotary