

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-CO*

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 licensed 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.

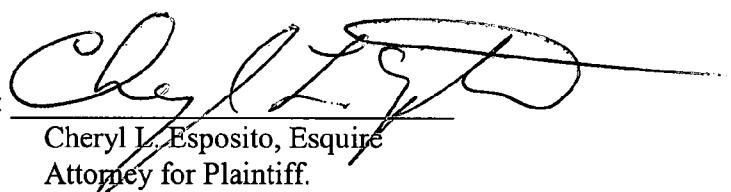
10. As a result of the Defendants' negligence, the vehicle in question was severely damaged and had to be totaled.

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

10/21/01
matty esposito per. \$80.00
SAC
William A. Shaw
Prothonotary
1cc Sherry B

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

FILED

JAN 07 2002

01:53/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 Praeclipe 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

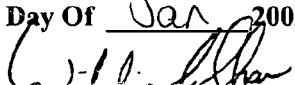
**NOW, DECEMBER 05, 2001 AT 11:30 A.M. EST SERVED THE WITHIN COMPLAINT
ON MIKE TIBBENS D/B/A TEBBENS AUTO BODY, DEFENDANT AT EMPLOYMENT,
RD#1 BOX 263A, NELSON ROAD, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO DAWN TIBBENS, WIFE A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT AND MADE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

SERVED BY: DAVIS/MORGILLO

Return Costs

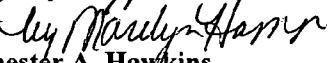
Cost	Description
20.00	SHERIFF HAWKINS, PAID BY: PLFF.
10.00	SURCHARGE,PAID BY: PLFF.

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 
Chester A. Hawkins
Sheriff


FILED

012:10
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.

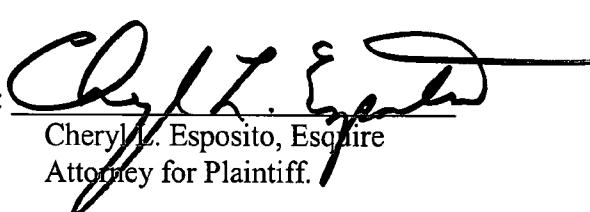
PRAECIPE TO SETTLE AND DISCONTINUE

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 Praeclipe 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

11/2/38

Oct 30 2002

Cert. of Disc.

+ to AMY

William A. Shaw copy of Disc. to CJA

Prothonotary

10/26

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.

William A. Shaw, Prothonotary