

03-1497-CD
BUTTMUNNOUS INSURANCE COMPANIES vs. JOHN DALE, et al

BITUMINOUS INSURANCE
COMPANIES,
Plaintiff,
vs.
JOHN DALE, individually and
d/b/a JOHN DALE LOGGING,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 03-1497-C0

Type of Document:

Complaint

Filed on behalf of:

Bituminous Insurance Companies

Attorney for Plaintiff:

Stephen H. Hutzelman, Esquire
Shapira, Hutzelman, Berlin, & May
305 West Sixth Street
Erie, PA 16507
(814)452-6800
(814)456-2227

Attorney for Defendant:

Unknown.

FILED
M 1-41 BA 1cc to shaw
JCL to 2nd fl

OCT 6 2003

William A. Shaw
Prothonotary

BITUMINOUS INSURANCE
COMPANIES,

Plaintiff,

vs.

JOHN DALE, individually and
d/b/a JOHN DALE LOGGING,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.

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 (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 EXT. 5982

By:


Stephen H. Hutzelman, Esquire
Shapira, Hutzelman, Berlin, & May
305 West Sixth Street
Erie, PA 16507
(814) 452-6800

BITUMINOUS INSURANCE	:	IN THE COURT OF COMMON PLEAS
COMPANIES,	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
	:	CASE NO.
vs.	:	
	:	
JOHN DALE, individually and	:	
d/b/a JOHN DALE LOGGING,	:	
Defendant.	:	

COMPLAINT

And now, comes the Plaintiff, Bituminous Insurance Companies, by and through its counsel, Shapira, Hutzelman, Berlin, & May, and files this Complaint against the Defendant, John Dale, individually and d/b/a John Dale Logging, a statement of which is as follows:

1. The Plaintiff, Bituminous Insurance Companies, is an insurance company with a place of business at 320 18th Street, Rock Island, Illinois, 61201-8744.
2. The Defendant, John Dale, individually and d/b/a John Dale Logging, is an adult individual with an address of R.R. #1, Box 339, Morrisdale, Pennsylvania, 16858.
3. The Plaintiff provided the Defendant with certain insurance coverage, namely commercial general liability coverage for accidental overcut of timber, and a copy of the Declaration Page and Endorsement to the Policy is attached hereto as Exhibit "A".
4. The insurance coverage provided:

". . . to pay sums on your behalf for 'property damage' arising out of the accidental overcut of timber' is limited to 80%, subject to your participation of 20%, of the amount you are legally obligated to pay for such 'property damage', subject to all other terms and conditions of this policy of insurance and subject to a further limitation that we shall pay a maximum of \$40,000.00 each 'occurrence'."

5. The Plaintiff provided coverage to the Defendant for and Defendant has failed to pay the requisite 20% of the claims. A summary of the claims paid is attached hereto as Exhibit "B".

6. The total amount due and owing is \$1,720.95.

7. The Plaintiff has demanded and continues to demand payment of the above referenced amount but the Defendant has refused and continues to refuse to pay the same.

WHEREFORE, Plaintiff demands Judgment in the amount of \$1,720.95, interest according to law, and the costs of the action.

RESPECTFULLY SUBMITTED,

Shapira, Hutzelman, Berlin, & May



By: Stephen H. Hutzelman, Esquire
305 West Sixth Street
Erie, PA 16507
(814)452-6800
Facsimile: (814)456-2227
E-Mail: atyshh@305law.net

Dated: September 29, 2003

GENERAL LIABILITY DECLARATIONS



COMPANY: BITUMINOUS CASUALTY CORPORATION

CAPITAL STOCK INSURANCE COMPANIES - 320 18TH STREET - HICK ISLAND, ILLINOIS 61201

POLICY NO. CLP 3 113 882H

RENEWAL OF CLP 3 086 810

Named Insured and Mailing Address

JOHN M. DALE LOGGING

JOHN M. DALE T/A

RR 1, BOX 339

MORRIDALE PA PA 16858

 Individual Partnership Organization, including a Corporation (But not including a partnership, joint venture or Limited Liability Company)

Other:

Business Description LOGGER

Policy Period: From 05-03-01 to 05-03-02 12:01 A.M. at your mailing address shown above.
 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
 AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE - COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Each Occurrence Limit

Damage to Premises Rented To You Limit	\$ 1,000,000
Medical Expense Limit	\$ 100,000 Any One Premises
Personal and Advertising Injury Limit	\$ 5,000 Any One Person
General Aggregate Limit	\$ 1,000,000 Any One Person or Organization
Product- Completed Operations Aggregate Limit	\$ 1,000,000
	\$ 1,000,000

RETROACTIVE DATE (CG 00 02 Only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

DESCRIPTION OF BUSINESS

Location of All Premises You Own, Rent or Occupy: See Schedule of All Premises Locations

PREMIUM

Commercial General Liability (See Attached Schedule)

\$ 500.00

State Charges \$.00

Deposit Premium \$ 500.00

Premium Adjustment Period: ANNUAL

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Form and made part of this policy at time of issue.
 See Schedule of Forms and Endorsements

Countersigned

By _____

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS,
 IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
 Includes copyrighted material of Insurance Services Office, Inc., with its permission Copyright, Insurance Services Office, Inc. 1984, 1985

HOME OFFICE COPY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**AMENDMENT - LOGGING AND LUMBERING OPERATIONS
LIMITATION OF COVERAGE
(ACCIDENTAL OVERCUT OF TIMBER)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy with respect to logging and lumbering operations performed by or for you is amended as follows:

ACCIDENTAL OVERCUT OF TIMBER

Our obligation under Section I - Coverage A to pay sums on your behalf for "property damage" arising out of the "accidental overcut of timber" is limited to 80%, subject to your participation of 20%, of the amount you are legally obligated to pay for such "property damage," subject to all other terms and conditions of this policy of insurance and subject to a further limitation that we shall pay a maximum of \$40,000 each "occurrence."

1. The following additional definition applies to this endorsement. The "accidental overcut of timber" means the cutting of timber done by or for you on land where you were not legally entitled to cut and which was cut as a result of a bona fide mistake regarding the boundaries in which you were legally entitled to cut.
2. The terms and conditions of this insurance, including those with respect to:
 - a) Our right and duty to defend any "suits" seeking these damages; and
 - b) Your duties in the event of an "occurrence" claim, or suit.apply irrespective of the application of your requirements to pay 20% of any such damages as a copayment.
3. We may pay any part or all of your 20% copayment amount, up to a maximum of \$10,000 to offset settlement of any claim or suit, and upon notification of the action taken, you shall promptly reimburse us for such part of your 20% copayment amount as has been paid by us.

BITUMINOUS

Insurance Companies

320 - 18th Street
 Rock Island, IL 61201-8744
 Phone: 309 786-5401
 800 475 4477
 Fax: 309 786-3847
www.bituminousinsurance.com

DENNIS VANDERVINNE
 ACCOUNTING DEPARTMENT
 STATEMENT OF ACCOUNT

DATE: 04/18/2003

JOHN OR KIM DALE
 R.R. #1 BOX 339
 MORRIDALE PA 16858

C# 605628

POLICY #	EFFECTIVE DATE OR PAYROLL PERIOD	PREMIUM
[REDACTED]	5-3-01/5-3-02	1639.00
	CLAIM #375-D-01299-31/375-D-01299-32	
TOTAL		\$ 1,639.00

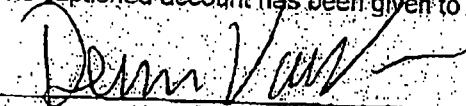
TELEPHONE #: 814-345-5697

INVOICE DATE: 5-10-02

OWNER/PRESIDENT: JOHN OR KIM DALE

cc: BALTIMORE - if any payments are received in the branch office, they should be forwarded to home office agency accounts.

The captioned account has been given to CST CO. for collection.


 (Manager's Signature)

4-22-03
 (Date)

PLEASE KEEP THIS DOCUMENT AT THE TOP OF THE FILE

Please hold this file in the active file section.

5350
 CHARLES A JONES INSURANCE AGENCY
 20 SOUTH FRONT ST
 PHILIPSBURG PA 16866

Status For claim number 37-5-D-01299-31. Open 05/10/2002
 For the period 10/03/2001 to 04/09/2003.
 Includes All Transactions.

PAGE 1

GENERAL INFORMATION

Claimant: J ROGER LEHMAN

Insured: JOHN DALE LOGGING

Accident date: 10/06/2001
 Policy number: CIP 3113882

Payment#	Credit Number	Payment Date	Payer/Maker	Amount Paid	Amount Billed	Pay Trap	Dec Judg.	Type of Loss	Type of Disabl.	Print Status	Start Date/End Date	Pay Period	Accident Date	Breakouts
N141330A	N3333993A	03/05/03	MARSHALL, DE	\$1,151.50	\$1,151.50	EL	N	PD	P	LEG	03/09/03			
N319320A	N297221A	01/22/03	J. ROGER LEH MARSHALL, DE	\$3,155.02	\$2,141.00	PP	PD	P	CM					
			Legal Invoice Number:	\$1,529.30	\$1,529.30	EL	N	FD	P	LEG	12/31/02			
			BREEM-LEBO E	490813	490813	EL	N	PD	P	LEG	10/31/02			
N294094A		11/07/02	Legal Invoice Number	\$452.40	\$452.40	EL	N	PD	P	LEG	10/23/02			
			MARSHALL, DE	\$301.20	\$301.20	EL	N	PD	P	LEG				
			Legal Invoice Number	478025										
TOTALS:				\$5589.42*	\$3434.40									

* Credits Deducted

ANNUAL MEDICAL SUMMARY:

Current 12 Month Paid:
 First Prior 12 Month Paid:
 Second Prior 12 Month Paid:

\$0.00
 \$0.00
 \$0.00

EXHIBIT

B

CUSTATP

Wednesday 04/09/03 09:35:28am

0005

RELIANTNUUS HOME OFFICE

07/17/03 THU 15:18 FAX 13097363847

Includes All Transactions.

GENERAL INFORMATION

Claimant: MARIO NOWI

Insured: JOHN DALE LOGGING

Accident date: 10/06/2001
 Policy number: CUP 3113882

Payment/ Credit Number	Payment Date	Payee/ Maker	Amount Paid	Amount Billed	Pay Type	Dec Type	Type of Loss	Type Disabl	Print Status	Pay Period Start Date/End Date	Breakouts L-Voucher Recovery	Credit
N353994A	03/05/03	MARIO NOWI & FENN FORESTR	\$5,035.98 \$400.00	3400.00	PP EL	PD N	P	O/I	PD P	10/14/02		
N289242A	10/24/02	Legal Invoice Number 01299										

TOTALS: \$5439.98* \$400.00

* Credits Deducted

ANNUAL MEDICAL SUMMARY:

Current 12 Month Paid:

First Prior 12 Month Paid:

Second Prior 12 Month Paid:

\$0.00
\$0.00
\$0.00

BITUMINOUS INSURANCE
COMPANIES,
Plaintiff,

vs.

JOHN DALE, individually and
d/b/a JOHN DALE LOGGING,
Defendant.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ERIE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.

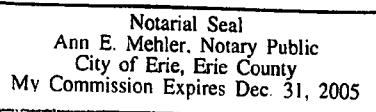
SS.

Before me, a Notary Public, in and for the said County and State, personally appeared **STEPHEN H. HUTZELMAN**, who, being duly sworn according to law, deposes and says that he is the attorney for the party required to make this affidavit in the within case, that he is duly authorized to make this affidavit, and that the facts contained in the within document are true and correct to the best of his knowledge, information and belief. This affidavit is being supplied for the purpose of convenience and an affidavit of the party will be supplied upon demand.

S. H. H.

Sworn and subscribed before me this
1st day of Oct., 2003.

Ann E. Mehler



In The Court of Common Pleas of Clearfield County, Pennsylvania

BITUMINOUS INSURANCE COMPANIES

VS.

DALE, JOHN ind & d/b/a JOHN DALE LOGGING

COMPLAINT

Sheriff Docket # 14633

03-1497-CD

SHERIFF RETURNS

NOW OCTOBER 21, 2003 AT 9:25 AM SERVED THE WITHIN COMPLAINT ON JOHN DALE ind & d/b/a JOHN DALE LOGGING, DEFENDANT AT RESIDENCE, RR#1 BOX 339, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DIANE DALE, MOTHER 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
36.72	SHERIFF HAWKINS PAID BY: ATTY CK# 8069
10.00	SURCHARGE PAID BY: ATTY CK# 8071

Sworn to Before Me This

22nd Day Of Oct 2003

W. A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
by Marilyn Harris
Chester A. Hawkins

Sheriff

FILED
01/31/04
OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS IN CLEARFIELD COUNTY, PENNSYLVANIA
Civil Division

BITUMINOUS INSURANCE
COMPANIES,
Plaintiff,

vs.

JOHN DALE, individually and
d/b/a JOHN DALE LOGGING,
Defendant.

CASE NO. 03-1497-CD

FILED

DEC 17 2003

William A. Shaw
Prothonotary

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

You are hereby authorized, empowered and directed to enter, as indicated, the following on the records thereof:

A. 1. _____ The within suit is Settled, Discontinued, Ended and costs paid.

2. _____ The within suit is Settled, Discontinued, Ended with Prejudice and costs paid.

3. _____ The within suit is Settled, Discontinued, Ended without Prejudice and costs paid.

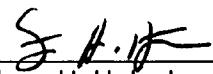
B. 1. _____ Satisfaction of Award in the within suit is acknowledged.

2. _____ Satisfaction of the Judgment, with interest and costs, in the within matter is acknowledged.

C. Other:

DATE:

WITNESS (if signer is other than a registered attorney):


Stephen H. Hufelman, Esquire

Attorney or Notary

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa. C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.


Signature

3 VOLUME
SERIAL
RECEIVED
RECEIVED
RECEIVED

SEE NO. 08-1462-CC

William A. Shaw
Prothonotary

FILED

in 1:21:00 1 ac + last 2 letters
copy to court

DEO 17 2003

See W. 2003-12-30
Decoupling
CC's back

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Bituminous Insurance Companies

vs.
John Dale

No. 2003-01497-CD

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 December 17, 2003, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$85.00 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of December A.D. 2003.

William A. Shaw, Prothonotary