

03-1497-CD
BITUMINOUS 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-CO

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

10/1/03 1:41 PM 100 to 5148
100 to 2149

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**

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".

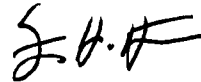
6. The total amount due and owing is \$1,720.95.

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

BITUMINOUS
Insurance Companies
GENERAL LIABILITY DECLARATIONS

COMPANY: BITUMINOUS CASUALTY CORPORATION

CAPITAL STOCK INSURANCE COMPANIES - 320 18TH STREET - ROCK 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

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

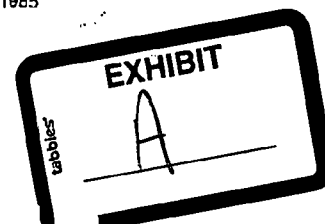
FORMS AND ENDORSEMENTS

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 RepresentativeTHESE 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 bonafide 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 D. GILGORE
RR 7 BOX 339
MORRIDALE PA 16858

C# 605628

POLICY #	EFFECTIVE DATE OR PAYROLL PERIOD	PREMIUM
	5-3-01/5-3-02	
	CLAIM #375-D-01299-31 /375-D-01299-32	1639.00
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.

Dennis Vandervinne
(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 10/06/2001 to 04/03/2003.
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/	Payment	Payed/	Amount	Amount	Pay	Dec	Type	Type	Print	Account	Pay Period	Breakouts
Number	Date	Maker	Paid	Billed	Trans	Judge	of	Disabl	Status		Start Date/End Date	
N2413304	03/25/03	MARSHALL, DE	\$1,151.50	\$1,151.50	EL	N	PD		P	LEB	03/9/03-	
		Legal Invoice Number		02141.00162							L-Voucher/Recovery	
N333993A	03/05/03	J. ROGER LEH	\$3,155.02		PP		PD		P	CM		
N319320A	01/22/03	MARSHALL, DE	\$1,529.30	\$1,529.30	EL	N	FD		P	LEB	12/31/02-	
		Legal Invoice Number		490813								
N297221A	11/5/02	BRHEM-LEBO E	\$452.40	\$452.40	EL	N	PD		P	LEB	10/31/02-	
		Legal Invoice Number		0010127								
N294094A	11/07/02	MARSHALL, DE	\$301.20	\$301.20	EL	N	PD		P	LEB	10/23/02-	
		Legal Invoice Number		478025								

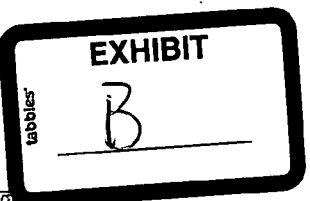
TOTALS: \$5589.42* \$3434.40

* Credits Deducted

ANNUAL MEDICAL SUMMARY:

Current 12 Month Paid: \$0.00
First Prior 12 Month Paid: \$0.00
Second Prior 12 Month Paid: \$0.00

CUSTATP



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

BITUMINOUS HOME OFFICE

07/17/03 THU 15:18 FAX 13097863847

GENERAL INFORMATION

Claimant: MARIO NOVI
 Insured: JOHN DALE LOGGING

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

Payment/	Credit	Payment	Payee/	Amount	Amount	Pay	Dec	Type	Type	Print	Account	Pay Period	Breakouts
Number	Date	Maker	Paid	Billed	Trans	Judge	Loss	Disabl	Status			Start Date/End Date	Credit
N33994A	03/05/03	MARIO NOVI &	\$5,034.98		PP		PD		F		O/I	L-Voucher Recovery	
N269242A	10/24/02	FENN FORESTR	\$400.00	\$400.00	EL	N	PD		P		LEG	10/14/02-	
		Legal Invoice Number		01299									

TOTALS: \$5439.98* \$400.00

* Credits Deducted

ANNUAL MEDICAL SUMMARY:

Current 12 Month Paid: \$0.00
 First Prior 12 Month Paid: \$0.00
 Second Prior 12 Month Paid: \$0.00

JUSTATP

VS.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ERIE

CASE NO.

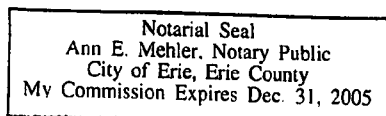
SS.

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.F.

Sworn and subscribed before me this
15th day of Oct., 2003.

Ann E. Meller



In The Court of Common Pleas of Clearfield County, Pennsylvania

BITUMINOUS INSURANCE COMPANIES

VS.

Sheriff Docket # 14633

03-1497-CD

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

COMPLAINT

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 Octy 2003

William A. Shaw
WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins

Sheriff

FILED

132 0131561
OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

Civil Division

VS.

CASE NO. 03-1497-CD

FILED

DEC 17 2003

William A. Shaw
Prothonotary

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:

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


Stephen H. Hufzelman, Esquire

Attorney or Notary

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

USE NO. 03-1783-00

STATION 2
SIGHTING
03-1783-00

FILED

PM 1:41 100 + 100
DEC 17 2003
Copy to CH

William A. Shaw
Prothonotary

The within is a true and correct copy of the original and is subject to the provisions of the Act.

NOTED THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AND IS SUBJECT TO THE PROVISIONS OF THE ACT. THE ORIGINAL IS BEING KEPT IN THE OFFICE OF THE PROTHONOTARY AND A COPY IS BEING FURNISHED TO THE COURT CLERK.

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

CIVIL DIVISION

Bituminous Insurance Companies

Vs.

No. 2003-01497-CD

John Dale

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