

Arb 3-1-05

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
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Telephone: (814) 371-7768
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498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich
S. Casey Bowers

February 11, 2005

David Meholick, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

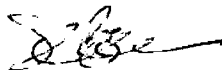
Re: Camberg v. Borough of Brisbin
No. 04-717-CD

Dear Dave:

Enclosed please find Defendant's Pre-Trial Statement relative to the above captioned arbitration.

Thank you for your attention to this matter.

Sincerely,



S. Casey Bowers

SCB/bab
Enc.

cc: David A. Romani, Esq. (w/enc.)
J. Richard Lhota, Esq. (w/enc.)
Christopher E. Mohnhey, Esq. (w/enc.)
Warren B. Mikesell, II, Esq. (w/enc.)

RECEIVED

FEB 14 2005

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., :
a Pennsylvania corporation, :
Plaintiff :

vs. :

BOROUGH OF BRISBIN, :
Defendant :

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

**DEFENDANT'S
PRE-TRIAL STATEMENT**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

RECEIVED

FEB 14 2005

COURT ADMINISTRATOR'S
OFFICE

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

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Pre-Trial Statement as follows:

I. Brief Statement of the Case.

Plaintiff, H. V. CAMBERG SERVICES, INC., filed suit against Defendant, BOROUGH OF BRISBIN, to recover money damages for an alleged property loss stemming from a collision between a Borough truck and Plaintiff's Ford Bronco. Said accident occurred on or about February 6, 2004. At the time of the accident, Borough employee, James Moyer, was plowing snow from Bigler Street in Brisbin Borough. At the same time, Harold Camberg was plowing snow from his driveway which intersects Bigler Street. The Camberg Bronco backed out into Bigler Street in the process of clearing his driveway. At that time, the vehicles collided as the Borough truck was backing up on Bigler Street in the process of plowing snow. Plaintiff is seeking money damages in excess of \$2,700.00.

Defendant denies liability and maintains that Plaintiff was negligent in backing out onto Bigler Street without watching for oncoming traffic.

In the event that this Board of Arbitrators finds that Defendant liable for Plaintiff's damages, Defendant maintains that the amount of damages, if any, to which Plaintiff is entitled is limited to the applicable insurance deductible of \$500 as provided in the Municipal Tort Immunities Act, 42 Pa.C.S.A. §8553.

42. Pa.C.S.A. §8541 provides in pertinent part:
No local agency shall be liable for any damage on account of any injury to a person or property caused by any act of the local agency or an employee thereof...

The present case, an automobile accident, falls under the Vehicle Liability Section to this general rule. See 42 Pa.C.S.A. §8542(b)(1). Nonetheless, damages to which Plaintiff is entitled are limited by the amount of insurance benefits Plaintiff has received or is entitled to receive, 42 Pa.C.S.A. §8553(d) (emphasis added). As a governmental unit other than the Commonwealth, Defendant, Borough of Brisbin, is a local agency as defined by the Act. Therefore, the limitation of damages as provided in Section 8553 apply to the present case.

Plaintiff has admitted that Plaintiff's vehicle is covered by a policy of insurance that provides \$100,000 of collision coverage subject to a \$500.00 deductible. As such, the amount of damages, if any, to which Plaintiff is entitled should be limited to the applicable deductible of \$500.00.

II. Citation to Applicable Law.

Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8501, et seq.

III. Witnesses.

A. Harold L. Camberg.

B. Harold V. Camberg.

C. James Moyer.

Defendant respectfully reserves the right to supplement this list with additional witnesses after proper notice to the Court and to all parties.

IV. Statement of Damages.

See attached insurance policy for H. V. Camberg Services, Inc.

Also see copies of photographs depicting accident debris on Bigler Street.

Respectfully submitted,



S. Casey Bowers
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 11th day of February,
2005, I served a copy of the within Defendant's Pre-Trial Statement by
first class mail, postage prepaid, on the following counsel of record:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630

J. Richard Lhota, Esq.
100 North Second Street
Clearfield, PA 16830

Christopher E. Mohny, Esq.
90 Beaver Drive, Box 5
DuBois, PA 15801

Warren B. Mikesell, II, Esq.
115 E Locust Street
Clearfield, PA 16830



S. Casey Bowers

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

2000 COLLEGE BLVD. OVERLAND PARK, KANSAS 66211

A REINSURANCE COMPANY

0043410 00

STATUTORY HOME OFFICE, 7045 COLLEGE BLVD, OVERLAND PARK, KS 66211

THIS POLICY INSURES ONLY THOSE COVERAGES AND PROPERTY SHOWN
IN THE DECLARATIONS MADE A PART OF THIS POLICY. SUCH INSURANCE
APPLIES ONLY TO THOSE INSURED, SECURITY INTERESTS, AND LOCATIONS
DESIGNATED FOR EACH COVERAGE AS IDENTIFIED IN ITEM 2 BY LETTER(S)
OR NUMBER. (CHANGES, IF ANY, ARE INDICATED BY +)

ITEM 1

POLICY PERIOD JULY 01, 2003 TO JULY 01, 2004 POLICY NO. 250036J

ITEM 2

NAMED INSURED AND TYPE:

01 H.V. CAMBERG SERVICES, INC. CORPORATION
02 HAROLD V. CAMBERG & MARGARETTE C. CAMBERG INDIVIDUAL

OTHER INSURED(S):

AA HAROLD V. CAMBERG & MARGARETTA C. CAMBERG
FF LAURA E. CAMBERG

SECURITY INTERESTS:

A CSB BANK
434 STATE ST.
PO BOX 29
CURWENSVILLE, PA 16833

"Any person who knowingly and with intent to defraud any
insurance company or other person files a statement of
claim containing any materially false information, or con-
ceals for the purpose of misleading, information concerning
any fact material thereto, commits a fraudulent insurance
act, which is a crime.

LOCATIONS:

01 11368 TYRONE PIKE AUTO REPAIR GARAGE
ROUTE 729
IRVONA, PA 15655

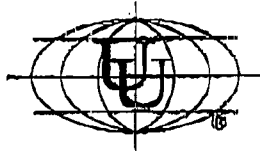
ITEM 3

COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

| INSURED(S) | LOCA- TIONS | PERILS INSURED | COV. LIMITS |
|------------|----------------|-------------------|----------------|
|------------|----------------|-------------------|----------------|

30036J

PAGE 1-A



CERTIFICATE OF INSURANCE
UNIVERSAL UNDERWRITERS INSURANCE COMPANY
7045 College Boulevard, Overland Park, KS 66211

Hereby certifies that the following policies have been issued on behalf of:

Account #43410-00
Territory #V62

Name and Address of Insured: H.V. Camberg Services, Inc.
11368 Tyrone Pike, Rte. 729
Irving, PA 16656

| TYPE OF INSURANCE | POLICY NUMBER | POLICY PERIOD | LIMITS |
|--|---------------|-------------------|--------------------------------|
| Garage Operations & Auto Hazards (Including GENERAL LIABILITY, WORK/PRODUCTS, PREMISES, PREMISES HAZARD, CONTRACTORS HAZARD) | 250036J | 7/1/2003 7/1/2004 | \$300,000 Each Occurrence |
| Garage Keeper's Legal Liability Customer's Auto's Corp. Ded. \$1,000/\$5,000 Coll. Ded. \$1,000 | 250036J | 7/1/2003 7/1/2004 | \$100,000 \$120,000 |
| Auto Liability (Including ALL OWNED AUTOS, HIRED & NON-OWNED AUTO) | 250036J | 7/1/2003 7/1/2004 | \$300,000 Each Occurrence |
| Commercial Umbrella | 250036J | 7/1/2003 7/1/2004 | \$2,000,000 Each Occurrence |

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed above which have been issued by this company.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to do such shall impose no obligation nor liability upon the company.

Certificate of Insurance Prepared for:

| CERTIFICATE HOLDER | REASON FOR CERTIFICATE | CANCELLATION |
|-------------------------------|-------------------------------|---|
| Pennsylvania State Inspection | Pennsylvania State Inspection | Thirty (30) days notice of cancellation will be given except for non-payment of premium which is ten (10) days. |

This certificate is not valid unless countersigned by an authorized representative of the company.

Date: July 8, 2003

Countersigned by:

Authorized Representative

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

1001 COLLEGE BLDG. KANSAS CITY, MO. 64108
A MEMBER OF THE UNIVERSAL GROUP

0043410 00

ITEM 3
COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

| INSUREDS | LOCA- TIONS | PERILS INSURED | OUR LIMITS |
|----------|----------------|-------------------|---------------|
|----------|----------------|-------------------|---------------|

AUTO INSURANCE (PART 900)

0203 UNINSURED MOTORISTS
0350 ASBESTOS EXCLUSION
0410 VARIOUS EQUIPMENT IN AUTOS
0600 PENNSYLVANIA UNINSURED MOTORISTS
COVERAGE NON-STACKED
0605 PENNSYLVANIA UNDERINSURED
MOTORISTS COVERAGE NON-STACKED

FIRST PARTY BENEFITS
—SEE STATE
MANDATORY PART
UM-BI 15,000%
30,000%
COMPRE. 500 DED.
COLLISION 500 DED.

BASIC PIP

100. —DESCRIPTION—

03 1999 FORD F-150
ID #2FTRX18L1XCA98109
0000 LOSS PAYABLE PROVISIONS

A

05 1997 FORD STATION WAGON
ID #1FMCU24X4VUB94239

NEWLY ACQUIRED AUTOS ARE COVERED FOR THE HIGHEST LIMIT AND THE LOWEST
DEDUCTIBLE FOR THE PERILS APPLICABLE TO YOU IN THE SCHEDULE OF OWNED AUTOS.

NON-OWNED AUTOS

0056 BROAD FORM DRIVE OTHER AUTOS
0096 HIRED AND NONOWNED AUTOS
0317 HIRED AND NON-OWNED AUTO REVISED
DIXIE COVERAGE

01

ALL INJURY

300,000
EA-OCCUR

COMP \$0

COLLISION \$50

INSURED FF APPLIES

NO. —DESCRIPTION—

NEWLY ACQUIRED AUTOS ARE COVERED FOR THE HIGHEST LIMIT AND THE LOWEST
DEDUCTIBLE FOR THE PERILS APPLICABLE TO YOU IN THE SCHEDULE OF OWNED AUTOS.

* LIMIT IS ACTUAL CASH VALUE OF THE AUTO, LESS DEDUCTIBLE SHOWN PER AUTO.

THE FIRST LIMIT IS PER PERSON, THE SECOND IS PER ACCIDENT.

2050076J

PAGE 1-H

[illegible]

ITEM 3
COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

LOCATIONS

PERILS
INSURED

OUR LIMITS

| NO. | DESCRIPTION |
|-----|-------------|
|-----|-------------|

EA-OCCUR
FIRST PARTY BENEFITS
--SEE STATE
AMENDATORY PART
UM-BI 15,000#
30,000#

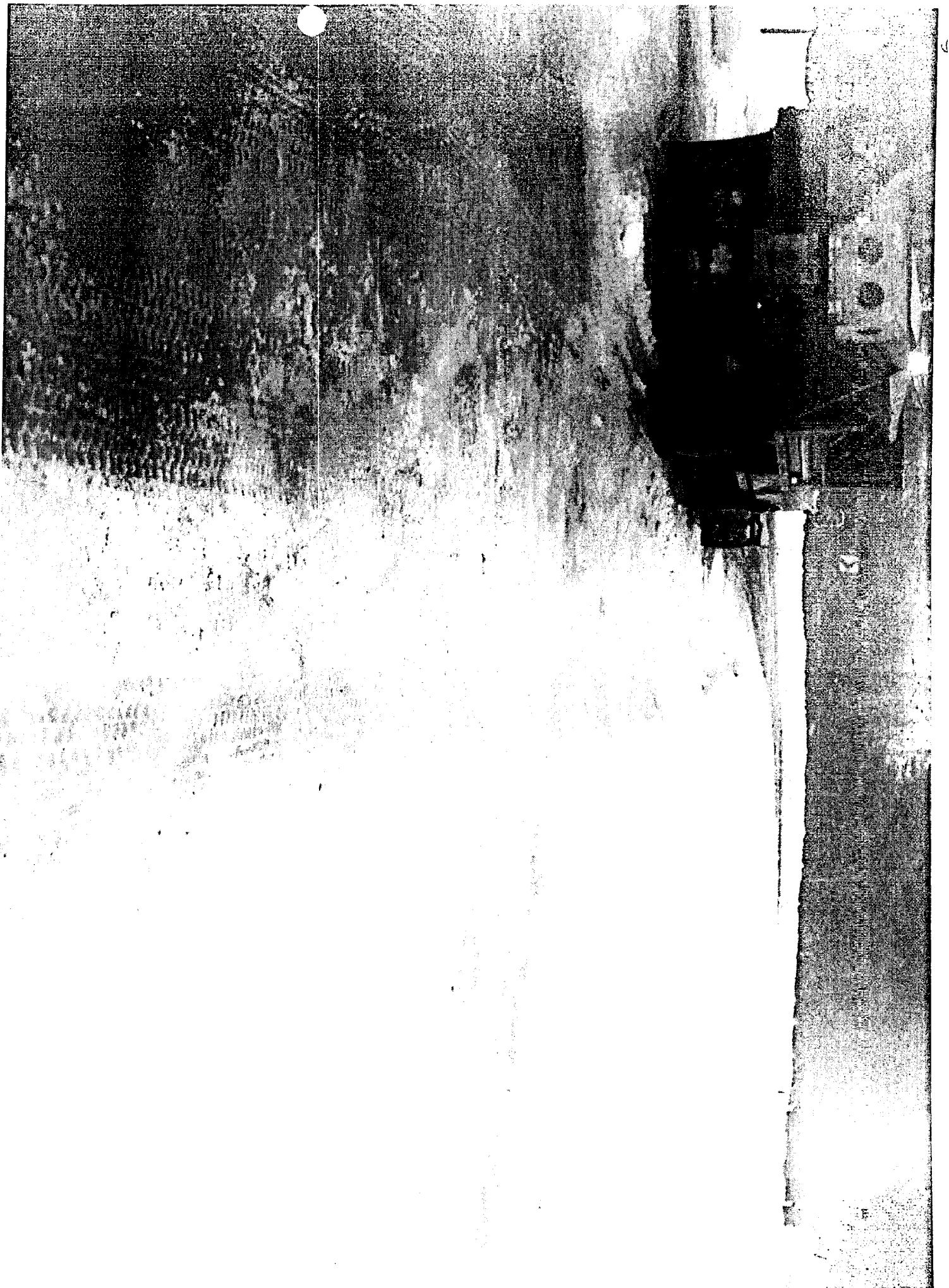
CT DEALER PLATE
ID #H56452H

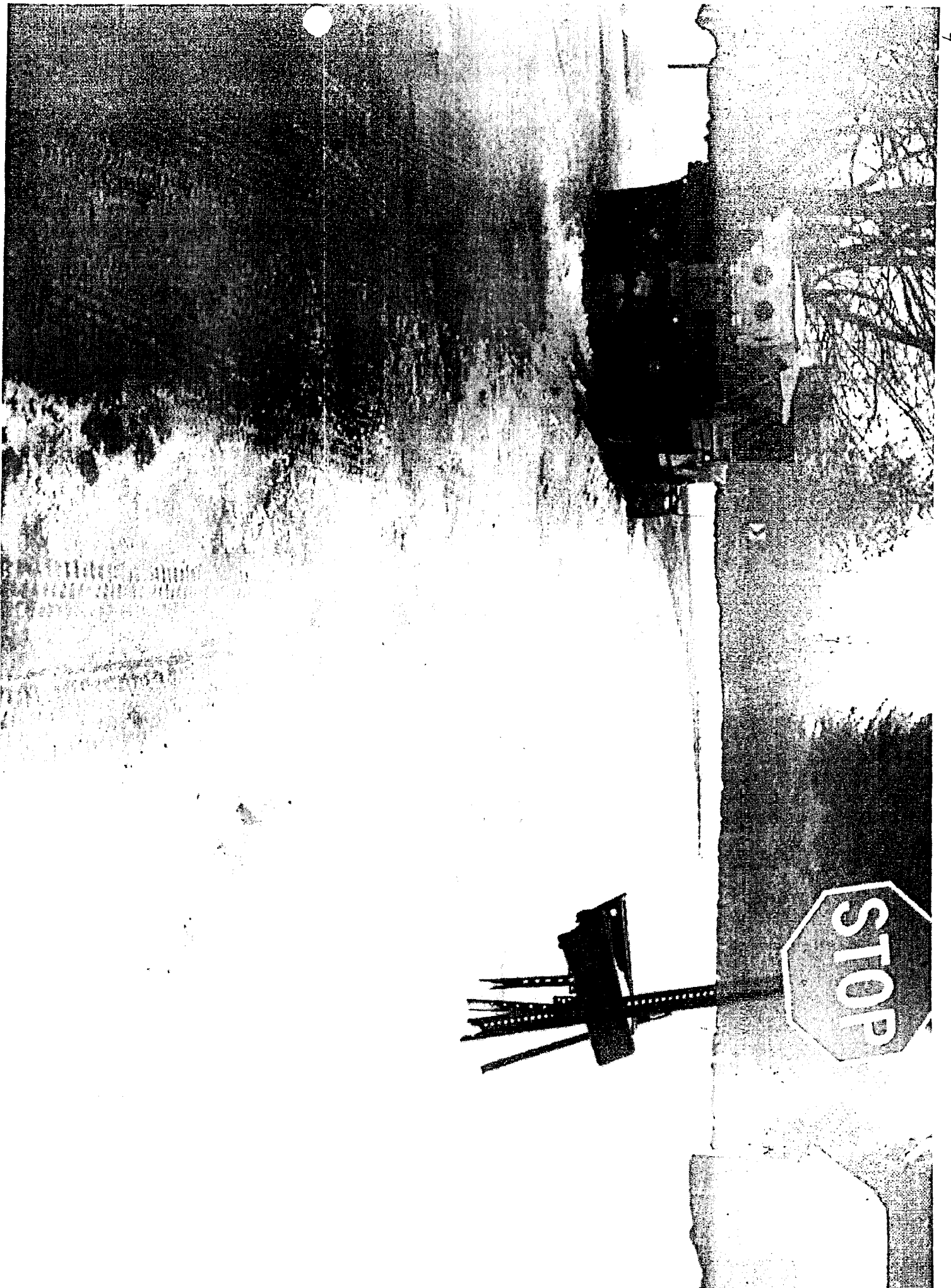
300,000
EA-OCUR

PAGE 1-6











Arb. 31-05

ROMANI AND ROMANI
ATTORNEYS AT LAW
720 SECOND STREET
P. O. BOX 207
CRESSON, PENNSYLVANIA 16630

(814) 886-7000
FAX: (814) 886-5952

February 8, 2005

Marcy Kelley, Deputy Court Admin.
CLEARFIELD COUNTY COURTHOUSE
Suite 228
239 East Market Street
Clearfield, PA 16830

RE: H.V. Camberg Services, Inc. vs. Borough of Brisbin
Case No. 04-717-CD

Dear Ms. Kelley:

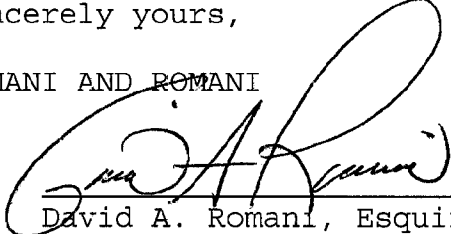
Enclosed please find the original Plaintiff's Pretrial Statement concerning the above-captioned case. Also enclosed is a copy of the Pretrial Statement which we request be time-stamped and returned to our office. We have forwarded copies of this Pretrial Statement to each of the arbitrators assigned to this case.

Thank you for your time and assistance with this matter.

Sincerely yours,

ROMANI AND ROMANI

By:


David A. Romani, Esquire

DAR/bv
Enclosures

RECEIVED

FEB 11 2005

COURT ADMINISTRATORS
OFFICE

H.V. CAMBERG SERVICES, INC.,
A PENNSYLVANIA CORPORATION

Plaintiff,

vs.

BOROUGH OF BRISBIN,
A GOVERNMENT AGENCY,

Defendant.

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
:
: CASE NO. 04-717-CD
:
:
: TYPE OF DOCUMENT: PLAINTIFF'S
: PRETRIAL STATEMENT
:
: COUNSEL OF RECORD FOR PARTY:
:
: DAVID A. ROMANI, ESQUIRE
: ROMANI AND ROMANI
: 720 SECOND STREET
: POST OFFICE BOX 207
: CRESSON, PENNSYLVANIA 16630
: (814) 886-7000
: SUPREME COURT ID # 43233

RECEIVED

FEB 11 2005

COURT ADMINISTRATOR'S
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

| | | |
|------------------------------|---|--------------------|
| H.V. CAMBERG SERVICES, INC., | : | CASE NO. 04-717-CD |
| A PENNSYLVANIA CORPORATION, | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| vs. | : | |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| A GOVERNMENT AGENCY, | : | |
| | : | |
| Defendant. | : | |

PLAINTIFF'S PRETRIAL STATEMENT

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and hereby presents the following Pretrial Statement in accordance with Rule 1306(A) as follows:

STATEMENT OF THE CASE

Plaintiff, H.V. Camberg Services, Inc., filed suit against Defendant, Borough of Brisbin, to recover money damage for property loss resulting from a collision between a motor vehicle owned by the Defendant, Borough of Brisbin, and a motor vehicle owned by the Plaintiff, H.V. Camberg Services, Inc.

On or about February 6, 2004, James Moyer, an employee and agent of the Borough of Brisbin, was operating a motor vehicle with a snow plow owned by the Defendant, Borough of Brisbin, on Bigler Street. On or about the same date and time, Plaintiff's motor

vehicle was operating and plowing snow on the alley which intersects with Bigler Street. At this time, Defendant's employee and agent was backing it's motor vehicle in reverse on Bigler Street and crossed into the alley and struck Plaintiff's motor vehicle.

The Plaintiff, H.V. Camberg Services, Inc., has damages in an amount less than \$25,000.00. The Plaintiff, H.V. Camberg Services, Inc. has not received any insurance benefits from any collateral source with regard to the accident. In their Answers to Interrogatories 41(c), the Defendants had property loss insurance available in the amount of Three Hundred Thousand Dollars (\$300,000.00).

II. STATEMENT OF QUESTIONS INVOLVED

1. Whether the Defendant is entitled to reduce the judgment amount to the deductible limit as maintained on the Plaintiff's Policy of Insurance?

Proposed Answer: In the Negative.

2. Whether 42 Pa.C.S.A. § 8553(d) of the Judicial Code requires the Plaintiff entitled to damages from a local agency to first collect and exhaust benefits for losses from their insurance company before receiving damages from the local agency?

Proposed Answer: In the Negative.

ARGUMENT

42 Pa.C.S.A. § 8553 Limitation On Damages of the Judicial Code provides:

- (a) GENERAL RULE.--Actions for which damages are limited by reference to this subchapter shall be limited as set forth in this section.
- (b) AMOUNTS RECOVERABLE.--Damages arising from the same cause of action or transaction or occurrence or series of causes of action or transactions or occurrences shall not exceed \$500,000 in the aggregate.
- (c) TYPES OF LOSSES RECOGNIZED.--Damages shall be coverable only for:
 - (1) Past and future loss of earnings and earning capacity.
 - (2) Pain and suffering in the following instances:
 - (i) death; or
 - (ii) only in cases of permanent loss of a bodily function, permanent disfigurement or permanent dismemberment where the medical and dental expenses referred to in paragraph (3) are in excess of \$1,500.00.
 - (3) Medical and dental expenses including the reasonable value of reasonable and necessary medical and dental services, prosthetic devices and necessary ambulance, hospital, professional nursing, and physical therapy expenses accrued and anticipated in the diagnosis, care and recovery of the claimant.
 - (4) Loss of consortium.
 - (5) Loss of support.
 - (6) Property losses.

- (d) INSURANCE BENEFITS.--If a claimant receives or is entitled to receive benefits under a policy of insurance other than a life insurance policy as a result of losses for which damages are recoverable under subsection (c), the amount of such benefits shall be deducted from the amount of damages which would otherwise be recoverable by such claimant.

When interpreting a particular statute, our Courts seek to ascertain and effectuate the intention of the General Assembly. Under the Statutory Construction Act, "when the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing the spirit." 1 Pa.C.S.A. § 1921 (b). In addition, the title of a statute, although not controlling, may be considered in the construction of that statute. 1 Pa.C.S. § 1924.

In the present case, § 8553(d) states that the amounts of the insurance benefits which a claimant receives or is entitled to receive "shall be deducted from the amounts of damages which would otherwise be recoverable by such claimant". Section 8553(b), which is entitled "Amounts Recoverable", requires that the total amounts recoverable against a local agency shall not exceed \$500,000 in the aggregate.

The Plaintiff filed an Affidavit which specifically stated no insurance benefits were received as a result of the accident. Entitle has been defined by Black's Law Dictionary as follows:

"In its usual sense, to entitle is to give a right or legal title to. To qualify for; to furnish with

proper grounds for seeking or claiming." Black's Law Dictionary, 5th Edition.

In applying the Rules of Statutory Construction to § 8553(b), the total damages in the amount of \$2,415.33 are "damages recoverable" and do not exceed \$500,000 in the aggregate. Thus, the total damages are recoverable against the local agency.

In applying the Rules of Statutory Construction to § 8553(c)(6), Types of Losses Recognized, the damages shall be recoverable for property losses which is the recognized damages in this case.

In applying the Rules of Statutory Construction to § 8553(d), "if a claimant receives or is entitled to receive benefits under a policy of insurance other than a life insurance policy as a result for which damages are recoverable under Subsection (c)"... (emphasis added). The words of § 8553(d) neither require nor direct a claimant entitled to damages from a local agency to first collect and exhaust benefits for losses from their insurance company before recovering damages from the local agency. Further, § 8553(d) neither specifies nor provides for an order of priority as to whose Policy of Insurance the claimant must pursue to receive benefits.

The purpose of § 8553, Limitations on Damages, is rationally related to the legitimate government interest of defining the extent to which a political subdivision is at risk. Although the title of a statute may be considered and not compelling in the

construction of that statute, under the Statutory Construction Act, "when the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing the spirit." 1 Pa.C.S. § 1921(b).

Recognizing the Defendant's assertion that the amount of damages to which Plaintiff is entitled should be limited to the applicable deductible of \$1,000.00; the result is inconsistent with the drafter's intention and the clear language of the statute. The insurance benefits provision was intended as a deduction from the amount of damages recovered by a claimant from a collateral source. No provisions of this statute require nor direct the claimant to first collect and exhaust benefits for losses from their own insurance company before recovering damages from the local agency.

The Defendant requests this Honorable Court to reduce their damage liability to \$1,000.00, disregard the clear language of the statute, and reward the Defendant for their negligence in this case.

The effect of the Defendant's position is to penalize an injured party and reward a negligent tortfeasor under the pretext of pursuing the spirit of this statute.

This result neither supports nor is consistent with the drafter's intention to define the extent to which a political subdivision is at risk. The statutory cap in § 8553(d) provide a defined perimeter to measure the local agency's risk.

The legislature and not the Court is the proper forum to direct and specify whose Policy of Insurance should be first collected and exhausted for loss benefits. In the absence of such language in this statute as to an Order of Priority, the Defendant's assertion and request to limit their damages is unsupported by the statute.

IV. WITNESSES

1. David Camberg
2. Harold Camberg
3. Howard Camberg

4. The Plaintiff reserves the right to call as witnesses those persons listed in the Plaintiff's Pretrial Statement. The Plaintiff further reserves the right to call additional witnesses provided sufficient notice is given to the Defendant prior to trial.

V. EXHIBITS

1. Map of collision location.
2. Photographs of intersection.
3. Photographs of Plaintiff's damaged vehicle.
4. Estimate of damages to Plaintiff's vehicle.
5. The Plaintiff reserves the right to produce additional documents and exhibits provided sufficient notice is given to the Defendant.

VI. RELIEF/DAMAGES

The Plaintiff respectfully requests this Honorable Court to enter a judgment in their favor and against the Defendant in the amount of \$2,415.33 with prejudice and to assess all costs and expenses associated with this action against the Defendant.

Respectfully submitted,

ROMANI AND ROMANI

By: 

DAVID A. ROMANI, ESQUIRE

Collision occurred

Friday, 2/6/04, approximately 2:30 to 3:00 PM

operator of Beach truck
stated to me, Harold Cambee, after
the collision, that he did not look
at right side view mirror

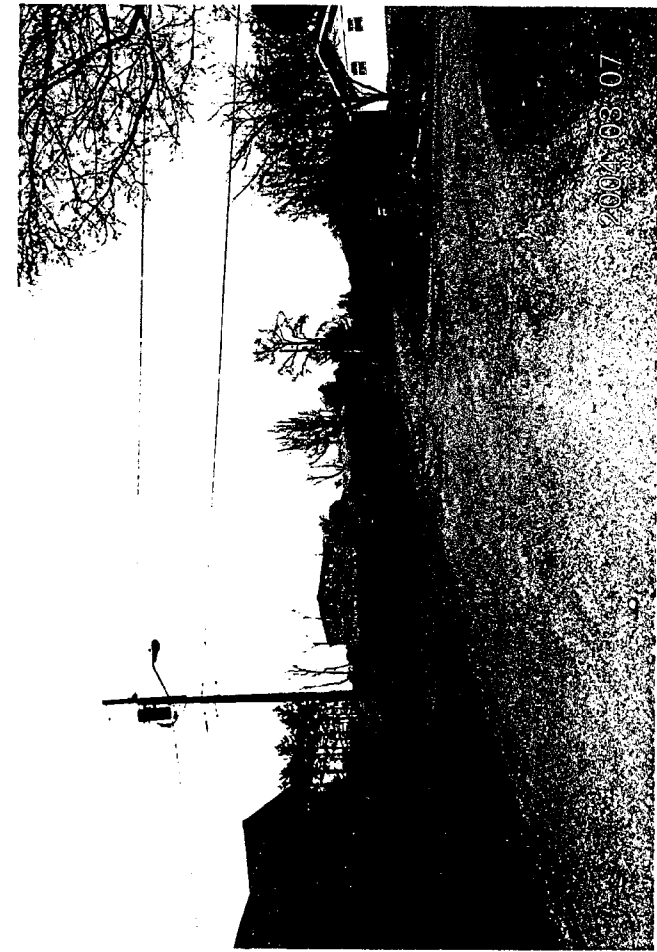
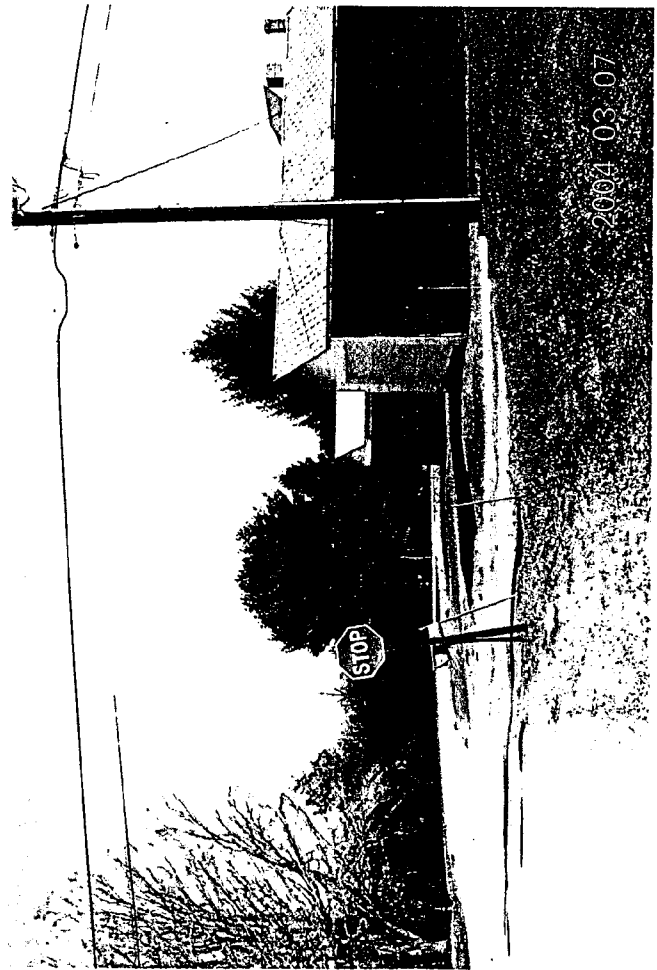
I did not hear any reverse beeper
on Beach truck. I did not see
Amber light on top of truck flashing.
I did not see forty flashing lights
on Beach truck being used.

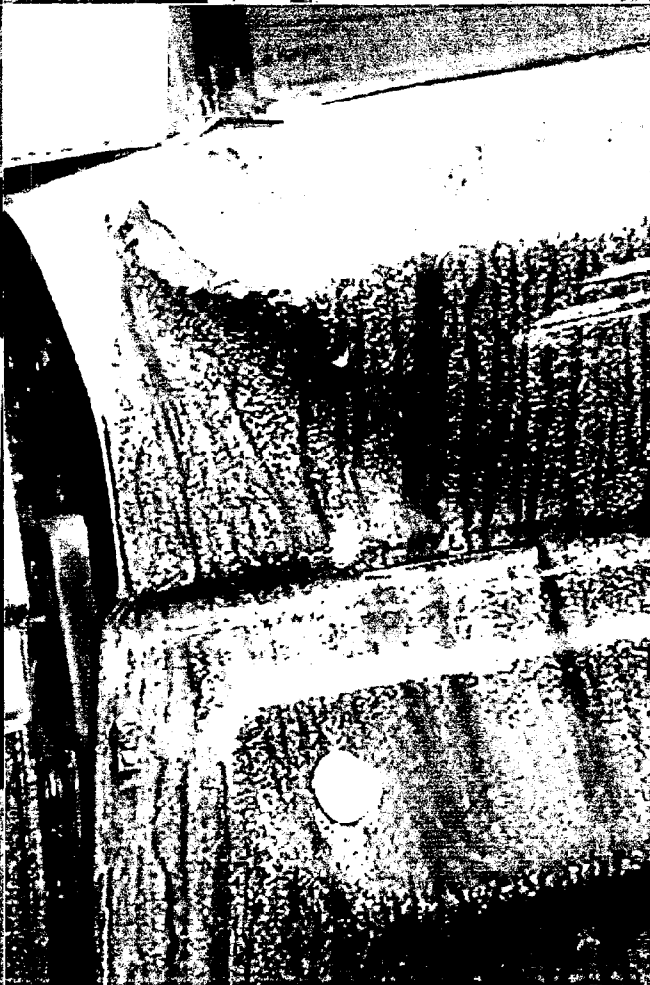
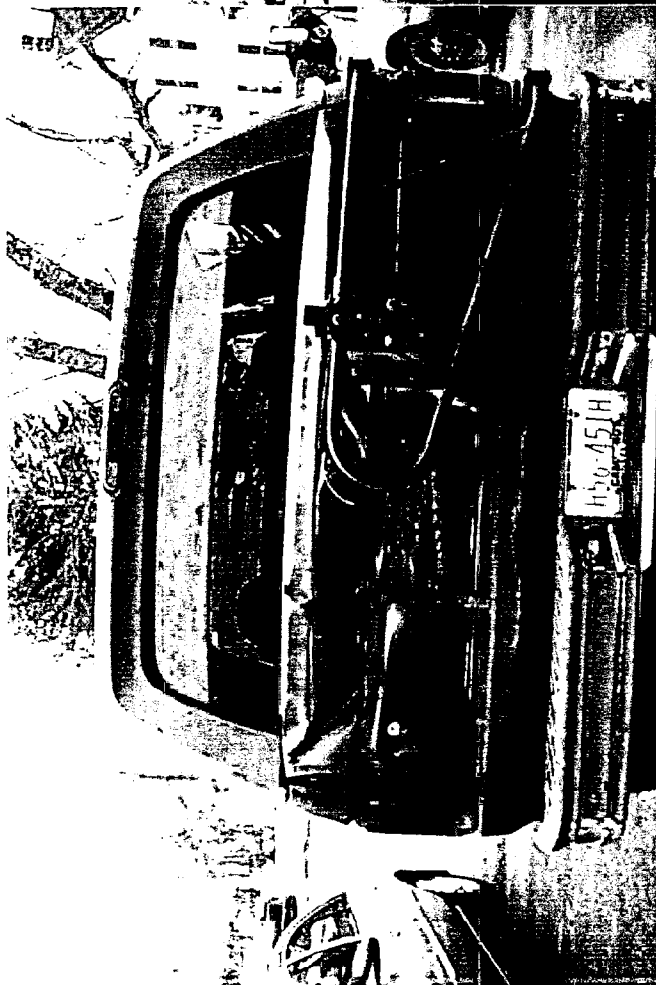
POLAND AVE.

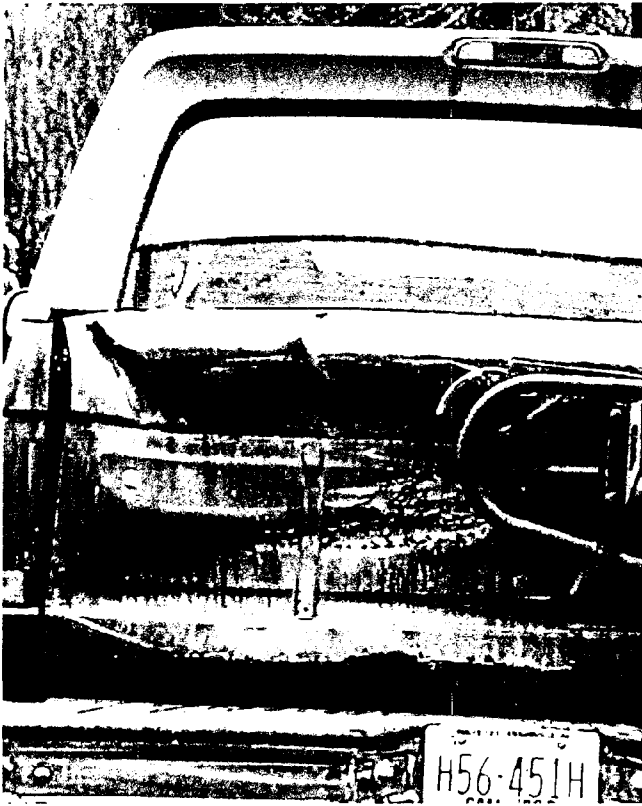
Bigler St.

Russ Ave.









02/09/2004 at 10:00 AM
47812

Job Number:

SIMBECK BODY

Federal ID #:251195981
PO BOX 88, RT 219
GRAMFAN, PA 16838
(814)236-0160 Fax: (814)236-1536

PRELIMINARY ESTIMATE

Written By: TOM SIMBECK
Adjuster:

| | |
|---------------------------|--------------------------|
| Insured: CAMBURG SERVICES | Claim # |
| Owner: CAMBURG SERVICES | Policy # |
| Address: RD | Deductible: |
| IRVONA, PA | Date of Loss: |
| Day: | Type of Loss: |
| Evening: | Point of Impact: 6. Rear |

Inspect
Location:

Insurance
Company: Days to Repair

1994 FORD BRONCO 4X4 8-5.0L-FI 2D UTV GREEN

VIN: 1FMEU15NXRLA34071 Lic: Prod Date: Odometer:

Clear Coat Paint Automatic Transmission

| NO. | OP. | DESCRIPTION | QTY | EXT. | PRICE | LABOR | PAINT |
|-----|--------------------|-------------|-----|---------|-------|-------|-------|
| 1 | | TAIL GATE | | | | | |
| 2 | Repl Gate | | 1 | 1026.28 | | 3.0 | 3.5 |
| 3 | Add for Clear Coat | | 0 | 0.00 | | 0.0 | 1.4 |
| 4 | Add for Inside | | 0 | 0.00 | | 0.0 | 1.2 |
| 5 | Add for Clear Coat | | 0 | 0.00 | | 0.0 | 0.2 |
| 6 | Repl Finish panel | | 1 | 374.95 | | 0.3 | 0.0 |

02/09/2004 at 10:00 AM
47812

Job Number:

PRELIMINARY ESTIMATE

1994 FORD BRONCO 4X4 8-5.0L-FI 2D UTV GREEN

| NO. | OP. | DESCRIPTION | QTY | EXT. PRICE | LABOR | PAINT |
|-----|-----|----------------------------|-----|------------|-------|-------|
| 7 | | Drill time | 0 | 0.00 | 0.5 | 0.0 |
| 8 | | Repl Window regulator | 1 | 174.68 | Incl. | 0.0 |
| 9# | | Repl SPARE TIRE FRAME WORK | 1 | 248.00 | 1.0 | 0.0 |
| 10# | | Repl CAR COVER | 1 | 5.00 | 0.0 | 0.0 |

Subtotals ==> 1828.91 4.8 6.3

| | | |
|----------------|-----------------------|------------|
| Parts | | 1828.91 |
| Body Labor | 4.8 hrs @ \$ 32.00/hr | 153.60 |
| Paint Labor | 6.3 hrs @ \$ 32.00/hr | 201.60 |
| Paint Supplies | 6.3 hrs @ \$ 15.00/hr | 94.50 |
| SUBTOTAL | | \$ 2278.61 |
| Sales Tax | \$ 2278.61 @ 6.0000% | 136.72 |
| GRAND TOTAL | | \$ 2415.33 |

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETC COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9th day of February, 2005, a true and correct copy of the within Plaintiff's Pretrial Statement was forwarded to the following by United States Mail, postage prepaid, and addressed as follows:

Counsel for Defendant:

Casey S. Bowers, Esquire
HANAK, GUIDO and TALADAY
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Board of Arbitrators:

J. Richard Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

Christopher E. Mohny, Esquire
90 Beaver Drive, Box 111B
DuBois, PA 15801

Warren B. Mikesell, II, Esquire
115 East Locust Street
Clearfield, PA 16830

ROMANI AND ROMANI

By: 

David A. Romani, Esquire
Attorney for Plaintiff
720 Second Street
P.O. Box 207
Cresson, PA 16630
(814) 886-7000

ATTORNEYS AT LAW
720 SECOND STREET
P.O. BOX 207
CRESSON, PENNSYLVANIA 16630

(814) 886-7000
FAX: (814) 886-5952

ATTORNEYS AT LAW

720 SECOND STREET

P.O. BOX 207

CRESSON, PENNSYLVANIA 16630

(814) 886-7000

FAX: (814) 886-5952

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD
A PENNSYLVANIA CORPORATION, :
 :
Plaintiff, :
 :
vs. :
 :
BOROUGH OF BRISBIN, :
A GOVERNMENT AGENCY, :
 :
Defendant. :

FILED

MAR 28 2005

W 18:30
William A. Shaw

Prothonotary/Clerk of Courts

2 copies to Mr.
w/ chg. - 4 copies
copy to C/A


PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Please mark the above-referenced action settled, discontinued
and ended.

ROMANI AND ROMANI

By:


David A. Romani, Esquire
Attorney for Plaintiff
720 Second Street
P.O. Box 207
Cresson, PA 16630
(814) 886-7000

FILED

MAR 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION

H V Camberg Services, Inc.

Vs.

No. 2004-00717-CD

Borough of Brisbin

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 March 28, 2005, marked:

Settle, Discontinue and End

Record costs in the sum of \$105.00 have been paid in full by Atty. Bowers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of March A.D. 2005.

William A. Shaw, Prothonotary

Civil Other

| Date | | Judge |
|------------|--|------------------|
| 01/30/2004 | Amended Answer to Amended Complaint and Petition For A Permanent Injunction On Behalf Of Joseph G. Pannette, Individually and d/b/a J. G. Pannette Marketing Specialists, Inc. and Marketing Specialists, Inc. filed by, s/David J. Hopkins, Esq. Certificate of Service no cc | Paul E. Cherry ✓ |
| | Answer To Motion For Partial Summary Judgment By Plaintiff, Commonwealth of Pennsylvania. filed by, s/David J. Hopkins, Esq. Affidavit s/Joseph G. Pannette Certificate of Service no cc | Paul E. Cherry ✓ |
| 02/04/2004 | ORDER, AND NOW, this 4th day of February, 2004, re: Defendant's Petition for Contempt is hereby CONTINUED until Thursday, May 6, 2004, at 9:00 a.m., in Courtroom No. 2. by the Court, s/PEC,J. cc to Atty DuBois, Hopkins, Dr. Ryan, Atty Creany and Donaghue | Paul E. Cherry ✓ |
| 02/05/2004 | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. s/E. Barry Creany, Esq. no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. s/E. Barry Creany, Esq. no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. s/E. Barry Creany, Esq. no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. s/Thomas W. Creehan no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. filed by, s/Thomas W. Creehan no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. s/Thomas W. Creehan no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. filed by, s/E. Barry Creany, Esq. no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. filed by, s/E. Barry Creany no cc | Paul E. Cherry ✓ |
| | Affidavit In Support Plaintiff's Motion For Partial Summary Judgment. filed by, s/E. Barry Creany, Esq. no cc | Paul E. Cherry ✓ |
| | Transcript of Deposition of Joseph G. Pannette. filed. | Paul E. Cherry |
| | Transcript of Deposition of Mark E. Jones. filed. | Paul E. Cherry |
| | ORDER, NOW, this 3rd day of February, 2004, re; Plaintiff's Motion for Partial Summary Judgment. by the Court, s/PEC,J. 2 cc Attys Creany, Donahue, DuBois, Hopkins and Ryan | Paul E. Cherry ✓ |
| 02/23/2004 | Statement Regarding Substitution Of Seccessor Pursuant to Pennsylvania Rule Of Civil Procedure 2352(a). filed by, s/E. Barry Creany, Esquire Verification s/E. Barry Creany, Esquire Certificate of Service no cc Copy to C/A | Paul E. Cherry ✓ |
| | Reply To New Matter In Amended Answer of Defendant Joseph G. Pannette, Individually and d/b/a J.G. Pannette Marketing Specialits, Inc. and Marketing Specialists, Inc. filed by, s/E. Barry Creany, Esq. Certificate of Service no cc | Paul E. Cherry ✓ |
| 04/21/2004 | ORDER, AND NOW, this 21st day of April, 2004, re: Plaintiff's Motion for Partial Summary Judgment is hereby DENIED. by the Court, s/PEC, J. 1 cc Attys Donaghue, Creany, DuBois, Hopkins, and Ryan | Paul E. Cherry ✓ |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

H.V. Camberg Services, Inc.

vs.

Borough of Brisbin

No. 2004-00717-CD

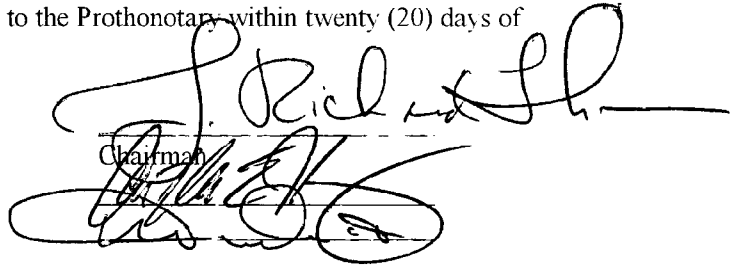
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 1st day of March, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

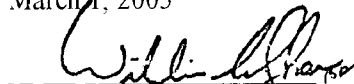
J. Richard Lhota, Esquire

Christopher E. Mohny, Esquire

Warren B. Mikesell, Esquire


Chairman

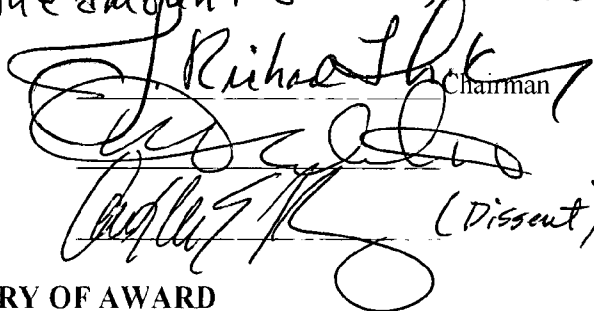
Sworn to and subscribed before me this
March 1, 2005


Prothonotary

AWARD OF ARBITRATORS

Now, this 1st day of March, 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

The arbitrators ~~and~~ hereby enter judgment
for Plaintiff in the amount of \$2,415.33
plus costs.


Chairman
(Dissent)

(Continue if needed on reverse.)

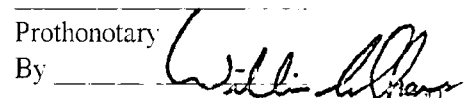
ENTRY OF AWARD

Now, this 1st day of March, 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By



H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2004-00717-CD
:

NOTICE OF AWARD

TO: DAVID ROMANI A.

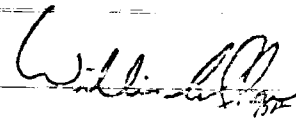
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By _____



March 1, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2004-00717-CD
:

NOTICE OF AWARD

TO: BOROUGH OF BRISBIN

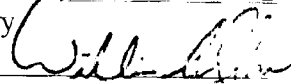
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By



March 1, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2004-00717-CD
:

NOTICE OF AWARD

TO: H V CAMBERG SERVICES, INC.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By _____

March 1, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2004-00717-CD
:

NOTICE OF AWARD

TO: S. CASEY BOWERS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By _____

March 1, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

| CASE NUMBER | TYPE TRIAL REQUESTED | DATE PRESENTED ESTIMATED TRIAL TIME |
|--------------------------|-----------------------|--|
| 04-717-CD | () Jury () Non-Jury | |
| Date Complaint Filed: | (xx) Arbitration | <u>1/2</u> Days |

PLAINTIFF(S)

H. V. CAMBERG SERVICES, INC., ()
DEFENDANT(S) a Pennsylvania corporation

BOROUGH OF BRISBIN, a government agency ()
ADDITIONAL DEFENDANT(S)

Check Block if
a Minor is a
Party to the
Case

N 10.52
OCT 10 2004

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

| AMOUNT AT ISSUE | CONSOLIDATION | DATE CONSOLIDATION ORDERED |
|--------------------------------|----------------|----------------------------|
| Arbitration more than \$ | () yes (x) no | |

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


S. Casey Bowers, Esq.

S. Casey Bowers, Esq., Harak, Guido and Taladay 814-371-7768
FOR THE PLAINTIFF

TELEPHONE NUMBER

David A. Romani, Esq.

814-886-7000

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

H. V. CAMBERG SERVICES, INC. :
vs. : No. 04-717-CD
BOROUGH OF BRISBIN :

ORDER

NOW, this 28th day of January, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, March 1, 2005 at 1:00 P.M.** in the Conference/Hearing Room, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

J. Richard Lhota, Esquire, Chairman

Christopher E. Mohny, Esquire

Warren B. Mikesell, II, Esquire

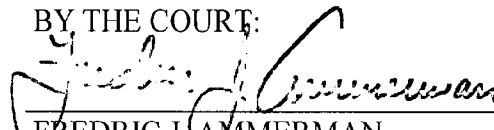
Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there where this Arbitration will be held.

FILED
02.24.05 cc to CA

JAN 28 2005

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

William A. Shaw
Prothonotary

District Justice Appeal

| Date | | Judge |
|------------|---|---------------------------|
| 05/21/2004 | Filing: District Justice Appeals Paid by: Bowers, S. Casey (attorney for Borough of Brisbin) Receipt number: 1879523 Dated: 05/21/2004 Amount: \$85.00 (Check) Copies to Atty. | No Judge } |
| 05/27/2004 | Proof of Service of Notice of Appeal and Rule to File Complaint. filed by, s/S. Casey Bowers, Esquire no cc | No Judge ✓ |
| 05/28/2004 | Transcript From Justice Hawkins. filed. | No Judge ✓ |
| 06/07/2004 | Complaint. filed by, s/David A. Romani, Esquire 2 cc to Atty | No Judge ✓ |
| 06/22/2004 | Notice of Service of Defendant's first set of interrogatories directed to Plff. filed by Atty. Bowers. No cc. | No Judge ✓ |
| 07/06/2004 | Acceptance of Service, Casey S. Bowers, Esq., accepts service of the Complaint in the above-captioned action, filed by s/Casey S. Bowers, Esq. No CC | No Judge ✓ |
| 07/07/2004 | Answer to Complaint And New Matter, filed by s/S. Casey Bowers, Esq. One CC Attorney Bowers | No Judge ✓ |
| 07/20/2004 | Reply to New Matter, filed by Atty. Roman 1 cert. to Atty. | No Judge ✓ |
| 07/30/2004 | Motion For Partial Summary Judgment, filed 2 cert. to Atty. ORDER OF COURT, filed AND NOW, this 30th day of July, Rule returnable of hearing on the 23rd of August, 2004. | Fredric Joseph Ammerman ✓ |
| 08/16/2004 | Withdrawal of Motion for Partial Summary Judgment and Brief in Support, filed by s/S. Casey Bowers, Esq. No CC | Fredric Joseph Ammerman ✓ |
| 08/25/2004 | Affidavit, RE: Damages and Insurance, filed by s/David Camberg, No cc | Fredric Joseph Ammerman ✓ |
| 10/20/2004 | Notice of Service, Filed on Behalf of Defendant: Answers to Interrogatories and Request for Production of Documents Directed to Defendant by 1st class mail on Oct. 19, 2004, served upon David A. Romani, Esquire. 2 CC Atty Bowers. | Fredric Joseph Ammerman ✓ |
| 10/29/2004 | Filing: Praecipe/List For Arbitration Paid by: Bowers, S. Casey (attorney for Borough of Brisbin) Receipt number: 1889331 Dated: 10/29/2004 Amount: \$20.00 (Check) No cc. Copy to CA | Fredric Joseph Ammerman ✓ |
| 01/28/2005 | Order, NOW, this 28th day of Jan, 2005, Arbitration scheduled for March 1, 2005 at 1:00 p.m. in Conf./Hearing Room. The following have been appointed as Arbitrators: J. Richard Lhota, Esquire, Chairman Christopher E. Mohny, Esquire Warren B. Mikesell, II Esquire. 5CC To CA | Fredric Joseph Ammerman ✓ |

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., :
a Pennsylvania corporation, :
Plaintiff :

vs. :

BOROUGH OF BRISBIN, :
Defendant :

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

NOTICE OF SERVICE

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

OK
2 cc
01 2:18 PM
JUL 19 2004
Atty Bowers

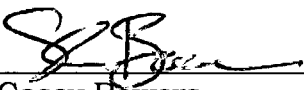
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

NOTICE OF SERVICE OF ANSWERS TO
INTERROGATORIES AND ANSWERS TO
REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT, BOROUGH OF BRISBIN

This is to certify that on the 19th day of October, 2004, I serve
an original and one copy of Answers to Interrogatories and Request for
Production of Documents Directed to Defendant, Borough of Brisbin,
by first class mail, postage prepaid, to:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630



S. Casey Bowers
Attorney for Defendant

H.V. CAMBERG SERVICES, INC.,
A PENNSYLVANIA CORPORATION

Plaintiff,

vs.

BOROUGH OF BRISBIN,
A GOVERNMENT AGENCY,

Defendant.

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

: CIVIL DIVISION
:

: CASE NO. 04-717-CD
:

: TYPE OF DOCUMENT: AFFIDAVIT
:

: COUNSEL OF RECORD FOR PARTY:
:

: DAVID A. ROMANI, ESQUIRE
: ROMANI AND ROMANI
: 720 SECOND STREET
: POST OFFICE BOX 207
: CRESSON, PENNSYLVANIA 16630
: (814) 886-7000
: SUPREME COURT ID # 43233

FILED ¹⁰cc
m/4:00ed
AUG 25 2004
elss

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD
A PENNSYLVANIA CORPORATION, :
 :
Plaintiff, :
 :
vs. :
 :
BOROUGH OF BRISBIN, :
A GOVERNMENT AGENCY, :
 :
Defendant. :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CLEARFIELD :

1. I am David Camberg, Vice President of H.V. Camberg Services, Inc. located at 11368 Tyrone Pike, Irvona, Pennsylvania 16656.

2. On February 6, 2004, the motor vehicle owned by H.V. Camberg Services, Inc. suffered property damages in the amount of \$2,952.34.

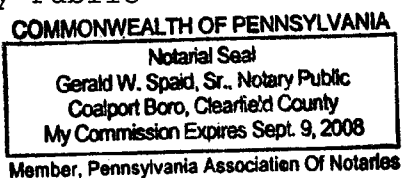
3. H.V. Camberg Services, Inc. has not received any insurance benefits from any source for the property damages to the motor vehicle.

Dated:

August 19 2004 David Camberg
DAVID CAMBERG

Sworn to and Subscribed
before me this 19 day
of August, 2004.

Gerald W. Spaid, Sr.
Notary Public



C:1X

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC.,
a Pennsylvania corporation,
Plaintiff

vs.

BOROUGH OF BRISBIN,
Defendant

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

**WITHDRAWAL OF
MOTION FOR PARTIAL
SUMMARY JUDGMENT
AND BRIEF IN SUPPORT**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

FILED ^{NO CC}
m/18:4761
AUG 16 2004
William A. Shaw
Prothonotary, Clerk of Courts


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

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

WITHDRAWAL OF
MOTION FOR PARTIAL SUMMARY JUDGMENT
AND BRIEF IN SUPPORT THEREOF

TO THE PROTHONOTARY:

Defendant, BOROUGH OF BRISBIN, hereby withdraws its Motion
for Partial Summary Judgment and Brief in Support thereof.



S. Casey Bowers
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 13 day of August,
2004, I served a copy of the within Withdrawal of Motion for Partial
Summary Judgment and Brief by first class mail, postage prepaid, on
the following counsel of record:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630



S. Casey Bowers

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC.,
a Pennsylvania corporation,
Plaintiff

vs.

BOROUGH OF BRISBIN,
Defendant

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

**MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

JUL 10 2004

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

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

MOTION FOR PARTIAL SUMMARY JUDGMENT

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, and hereby files the within Motion for Partial Summary Judgment averring as follows:

1. Plaintiff has filed suit for property damage arising out of an automobile accident which occurred on February 4, 2004.
2. At the time of the subject accident, Plaintiff was insured under policy of insurance issued by Universal Underwriters Insurance Company. This policy provided \$100,000.00 coverage for physical damage to automotive inventory, subject to a \$1,000.00 deductible. See Plaintiff's response to Defendant's Interrogatory No. 12, a true and correct copy of which is attached hereto as Exhibit "A".
3. Plaintiff is claiming damages for vehicular damage in excess of \$2,785.00.
4. At all times material hereto, Defendant has been and continues to be a political subdivision of the Commonwealth of Pennsylvania.

5. In its New Matter, Defendant has plead that the amount of damages, if any, to which Plaintiff is entitled is limited to the extent insurance coverage is available to Plaintiff as provided by the Political Subdivision Tort Claims Act, 42 P.S.C.A. §8553 (the "Act").

6. Plaintiff has denied that the Act applies to this matter.

7. The pleadings in this matter are now closed and discovery has been completed.

8. Based on the pleadings and discovery, it is believed and therefore averred that the amount of damages, if any, to which Plaintiff is entitled is limited to the amount of Plaintiff's property loss insurance deductible as provided in the Act.

9. The facts and circumstances regarding the availability of insurance to Plaintiff are clear and this Court is entitled to make the initial threshold decision as to the applicability of the Act.

WHEREFORE, Defendant, BOROUGH OF BRISBIN, requests this Honorable Court to enter an order finding that, as a matter of law, Plaintiff's damages are limited by the applicable provisions of the Political Subdivisions Tort Claims Act.

Respectfully submitted,



S. Casey Bowers
Attorney for Defendant

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

H. V. CAMBERG SERVICES, INC. :
a Pennsylvania corporation, :
Plaintiff :

vs. :

No. 04-717-CD

BOROUGH OF BRISBIN, :
a Government Agency, :
Defendant :

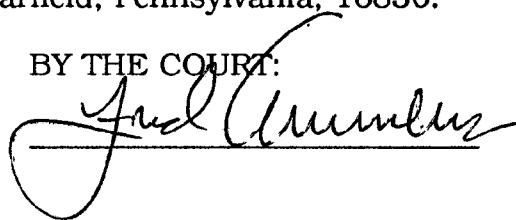
ORDER OF COURT

AND NOW, this 30 day of July, 2004, upon
consideration of the within Motion for Partial Summary Judgment,

IT IS HEREBY ORDERED AND DECREED that a Rule is issued
upon the Plaintiff, H. V. CAMBERG SERVICES, INC., to show cause why
said Motion should not be granted.

Rule returnable for hearing on the 23 day of August,
2004, at 7.30 o'clock A m., in Courtroom No. 1, at the
Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

BY THE COURT:





JUL 30 2004

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

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

ORDER OF COURT

AND NOW, this ____ day of _____, 2004, after
consideration of Defendant's Motion for Partial Summary Judgment,
appropriate Briefs and argument thereon,


IT IS ORDERED AND DECREED that said Motion is hereby
granted and that the amount of damages to which Plaintiff is entitled
is limited by the applicable provisions of the Political Subdivision Tort
Claims Act.

BY THE COURT:

CERTIFICATE OF SERVICE

I do hereby certify that on the 30th day of July,
2004, I served a copy of the within Motion for Partial Summary
Judgment by first class mail, postage prepaid, on the following counsel
of record:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630



S. Casey Bowers

12. If you answered the preceding interrogatory in the affirmative, provide the following information for each applicable insurance policy?

- (a) Policy holder;
- (b) Insurance carrier;
- (c) Policy number;
- (d) Type of coverage including applicable deductible and policy limits for each type of coverage.

ANSWER:

HV Camberg Services, Inc.
Universal Underwriters Ins. Co.
Policy #250036

Auto liability \$300,000.00
Auto Inventory Physical Damage: \$100,000.00
Deductible: \$1,000.00

EXHIBIT "A"

H.V. CAMBERG SERVICES, INC.,
A PENNSYLVANIA CORPORATION

Plaintiff,

vs.

BOROUGH OF BRISBIN,
A GOVERNMENT AGENCY,

Defendant.

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

: CIVIL DIVISION
:

: CASE NO. 04-717-CD
:

: TYPE OF DOCUMENT:
: REPLY TO NEW MATTER
:

: COUNSEL OF RECORD FOR PARTY:
:

: DAVID A. ROMANI, ESQUIRE
: ROMANI AND ROMANI
: 720 SECOND STREET
: POST OFFICE BOX 207
: CRESSON, PENNSYLVANIA 16630
: (814) 886-7000
: SUPREME COURT ID # 43233

100-100000-100000
m/110:36/86 100 Aug
JUL 20 2004
Prothonotary, Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

| | | |
|------------------------------|---|--------------------|
| H.V. CAMBERG SERVICES, INC., | : | CASE NO. 04-717-CD |
| A PENNSYLVANIA CORPORATION, | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| vs. | : | |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| A GOVERNMENT AGENCY, | : | |
| | : | |
| Defendant. | : | |

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and files the following Reply To New Matter, and in support thereof, avers as follows:

14. Plaintiff hereby incorporates Paragraphs 1 through 13 of Plaintiff's Complaint as if set forth at length herein.

15. Admitted in Part. Denied in Part. It is admitted Plaintiff's vehicle was driven by Harold L. Camberg, a shareholder and/or agent of the Plaintiff. It is specifically denied Harold L. Camberg was an employee of the Plaintiff.

16. Denied. It is specifically denied that any harm was the direct and proximate result of Harold L. Camberg. To the contrary, the Defendant's employee/agent, James Moyer, carelessly,

negligently, recklessly and unlawfully drove the Defendant's motor vehicle in reverse and collided with the Plaintiff's motor vehicle.

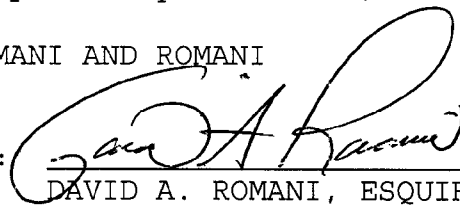
17. Denied. Paragraph 17 is a conclusion of law to which no response is required. To the extent a response is necessary, the Plaintiff is entitled to damages for the property loss sustained as a direct and proximate result of Defendant's employee's/agent's negligent operation of the motor vehicle.

WHEREFORE, the Plaintiff, H.V. Camberg Services, Inc., respectfully requests this Honorable Court to enter judgment against Defendant, including interest and cost of suit.

Respectfully submitted,

ROMANI AND ROMANI

By:



DAVID A. ROMANI, ESQUIRE

VERIFICATION

I, DAVID CAMBERG, Vice President, of H.V. CAMBERG SERVICES, INC., verify that the statements contained in this COMPLAINT are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsification to authorities.

H.V. CAMBERG SERVICES, INC.
A Pennsylvania Corporation

By: _____

DAVID CAMBERG

Sworn to and subscribed
before me this 14th day
of July, 2004.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Donna M. Morrison, Notary Public
Notary Public, Clearfield County
My Commission Expires Sept. 26, 2007

Member, Pennsylvania Association of Notaries

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 16th day of July, 2004, a true and correct copy of the within Reply To New Matter was forwarded to the following by United States Mail, postage prepaid, and addressed as follows:

Counsel for Defendant:

Casey S. Bowers, Esquire
HANAK, GUIDO and TALADAY
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

ROMANI AND ROMANI

By: 

David A. Romani, Esquire
Attorney for Plaintiff
720 Second Street
P.O. Box 207
Cresson, PA 16630
(814) 886-7000

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC.,
a Pennsylvania corporation,
Plaintiff

vs.

BOROUGH OF BRISBIN,
Defendant

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

**ANSWER TO COMPLAINT
AND NEW MATTER**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

You are hereby notified to plead
to the within pleading within
twenty (20) days hereof or a
default judgment may be entered
against you.



FILED

JUL 07 2004

CLERK OF COURT

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

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

ANSWER TO COMPLAINT
AND NEW MATTER

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Complaint and New Matter, averring as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Admitted and denied. Defendant admits that Plaintiff was plowing snow on the date and time that Plaintiff's employee was also plowing snow. Defendant is unable to determine from the pleadings from what or whom Plaintiff was traveling in opposite direction. As such, the remaining averments set forth in Paragraph 6 of Plaintiff's Complaint are denied.

7. Admitted and denied. It is admitted that Defendant's vehicle proceeded in reverse on Bigler Street in the course of plowing snow therefrom. It is further admitted that Plaintiff's and Defendant's vehicles collided. It is denied, however, that Defendant's vehicle crossed into the alley. Rather the collision occurred when Plaintiff's vehicle backed out of the alley and onto Bigler Street.

COUNT II

8. Defendant's answers to Paragraphs 1 through 7 of Plaintiff's Complaint are incorporated herein as if set forth at length.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Admitted.

WHEREFORE, Defendant, Borough of Brisbin, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

NEW MATTER

14. Defendant's answers to Paragraph 1 through 13 of Plaintiff's Complaint are incorporated herein as if set forth at length.

15. At all times pertinent hereto, Plaintiff's vehicle was driven by Harold Camberg, Plaintiff's employee and/or agent.

16. Any harm complained of was the direct and proximate result of Plaintiff's agent and/or employee, Harold Camberg.

17. The amount of damages, if any, to which Plaintiff is entitled is limited by applicable provisions of the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8553.

WHEREFORE, Defendant, Borough of Brisbin, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers
Attorney for Defendant

VERIFICATION

I, RICK SANKEY, President of the Borough of Brisbin, verify that the statements in the foregoing Answer to Complaint and New Matter are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

BOROUGH OF BRISBIN, by:


Rick Sankey

CERTIFICATE OF SERVICE

I do hereby certify that on the 10th day of July,
2004, I served a copy of the within Answer to Complaint and New
Matter by first class mail, postage prepaid, on the following counsel of
record:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630



S. Casey Bowers

9/10/55 10c
Att. Bowers
JUL 07 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION


H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD
A PENNSYLVANIA CORPORATION, :
 :
Plaintiff, :
 :
vs. :
 :
BOROUGH OF BRISBIN, :
A GOVERNMENT AGENCY, :
 :
Defendant. :

ACCEPTANCE OF SERVICE

I, CASEY S. BOWERS, ESQUIRE, of HANAK, GUIDO AND TALADAY,
counsel of record for Plaintiff, Borough of Brisbin, hereby accept
service of the Complaint in the above-captioned action.

Date:

6/14/04


CASEY S. BOWERS, ESQUIRE
HANAK, GUIDO AND TALADAY
498 Jeffers Street
P.O. Box 487
Dubois, PA 15801

FILED
JUL 06 2004
William A. Shaw
Prothonotary/Clerk of Courts

NO
cc
JUL 18 4 18 PM '04
JUL 18 6 2004
William A. Gray
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC.,
a Pennsylvania corporation,
Plaintiff

vs.

BOROUGH OF BRISBIN,
Defendant

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

NOTICE OF SERVICE

Filed on Behalf of:

DEFENDANT

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

FILED

JUN 22 2004

William A. Shaw
Prothonotary Clerk of Courts

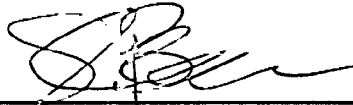
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW

| | | |
|------------------------------|---|---------------|
| H. V. CAMBERG SERVICES, INC. | : | |
| a Pennsylvania corporation, | : | |
| Plaintiff | : | |
| vs. | : | No. 04-717-CD |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| a Government Agency, | : | |
| Defendant | : | |

NOTICE OF SERVICE OF DEFENDANT'S
FIRST SET OF INTERROGATORIES
DIRECTED TO PLAINTIFF

This is to certify that on the 21st day of June, 2004, I mailed
an original and two copies of Defendant's Interrogatories and Request
for Production of Documents-First Set by first class mail, postage
prepaid, to:

David A. Romani, Esq.
Romani and Romani
720 Second Street
P. O. Box 207
Cresson, PA 16630



S. Casey Bowers
Attorney for Defendant

H.V. CAMBERG SERVICES, INC.,
A PENNSYLVANIA CORPORATION

Plaintiff,

vs.

BOROUGH OF BRISBIN,
A GOVERNMENT AGENCY,

Defendant.

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

: CIVIL DIVISION

: CASE NO. 04-717-CD
:

: TYPE OF DOCUMENT: COMPLAINT
:

: COUNSEL OF RECORD FOR PARTY:
:

: DAVID A. ROMANI, ESQUIRE
: ROMANI AND ROMANI
: 720 SECOND STREET
: POST OFFICE BOX 207
: CRESSON, PENNSYLVANIA 16630
: (814) 886-7000
: SUPREME COURT ID # 43233

FILED

JUN 07 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

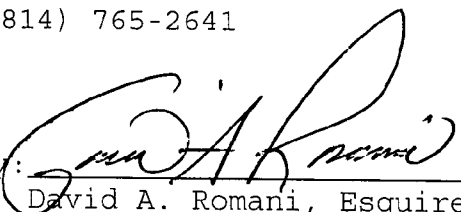
H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD
A PENNSYLVANIA CORPORATION, :
 :
Plaintiff, :
 :
vs. :
 :
BOROUGH OF BRISBIN, :
A GOVERNMENT AGENCY, :
 :
Defendant. :

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claim set forth in the following papers, you must take action within twenty (20) days after this pleading and notice are served upon you by entering a written appearance personally or by attorney and filing in writing with the Court your defense 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 pleading or for any other claim or relief requested by our client. 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.

Office of the Court Administrator
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
Clearfield, PA 16830
Telephone (814) 765-2641

By: 
David A. Romani, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

| | | |
|------------------------------|---|--------------------|
| H.V. CAMBERG SERVICES, INC., | : | CASE NO. 04-717-CD |
| A PENNSYLVANIA CORPORATION, | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| vs. | : | |
| | : | |
| BOROUGH OF BRISBIN, | : | |
| A GOVERNMENT AGENCY, | : | |
| | : | |
| Defendant. | : | |

COMPLAINT

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and files the following Complaint, and in support thereof, avers as follows:

1. The Plaintiff is H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, organized and existing in the Commonwealth of Pennsylvania with its business address at 11368 Tyrone Pike, Irvona, Pennsylvania 16656.

2. The Defendant, Borough of Brisbin, is a political subdivision of the Commonwealth of Pennsylvania with an address of P.O. Box 37, Brisbin, Pennsylvania 16620.

3. On or about February 6, 2004, James Moyer, an employee and agent of the Borough of Brisbin was operating a motor vehicle with a snow plow owned by the Borough of Brisbin on Bigler Street.

4. On the same date, James Moyer, an employee and agent of the Borough of Brisbin plowed snow on Bigler Street and pushed the snow through the intersection with Poland Avenue and dumped the snow onto a lot on Bigler Street.

5. At this location, Bigler Street is a two (2) lane highway and intersection with an alley across the roadway from Poland Avenue.

6. On the same date and time, Plaintiff's motor vehicle was operating and plowing snow on the alley which intersects with Bigler Street. Plaintiff's motor vehicle was plowing snow and traveling on the alley in an opposite direction.

7. At this time, Defendant's employee and agent was backing it's motor vehicle in reverse on Bigler Street and crossed into the alley and struck Plaintiff's motor vehicle.

COUNT II

8. Paragraphs 1 through 8 are incorporated herein by reference as though fully set forth herein.

9. At all times mentioned, it was Defendant's employee/agent's duty not to drive his vehicle in reverse across Bigler Street and into the intersection of the alley and a duty to keep a proper lookout for other motor vehicles and not operate the motor vehicle in an unsafe manner.

10. Defendant's employee/agent in the operation of the motor vehicle, wholly disregarded his duties, failed to exercise reasonable and ordinary care, failed to maintain a proper lookout, and failed to keep his vehicle under proper control at all times.

11. In disregard of the duty imposed upon him, Defendant's employee/agent carelessly, negligently, recklessly, and unlawfully drove the motor vehicle in reverse and onto that part of the roadway on which Plaintiff's motor vehicle was being driven, so as to cause Defendant's motor vehicle to collide with the Plaintiff's motor vehicle.

12. As a direct and proximate result of the negligence, recklessness, and carelessness of the Defendant's employee/agent, the Plaintiff suffered property damage to their motor vehicle.

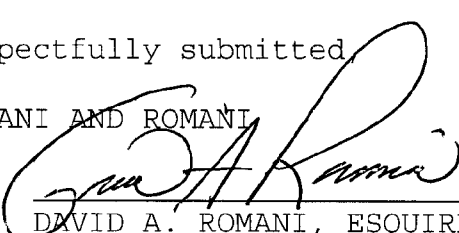
13. Plaintiff gave notice to the Defendant on June 3, 2004, pursuant to 42 Pa.C.S.A. § 5522(a) of its claim against the Defendant. A copy of Plaintiff's Notice of Claim is attached hereto as "Exhibit A".

WHEREFORE, the Plaintiff, demands judgment against the Defendant in an amount less than \$25,000.00 plus interest and costs.

Respectfully submitted,

ROMANI AND ROMANI

By:


DAVID A. ROMANI, ESQUIRE

ROMANI AND ROMANI
ATTORNEYS AT LAW
720 SECOND STREET
P. O. BOX 207
CRESSON, PENNSYLVANIA 16630

(814) 886-7000
FAX: (814) 886-5952

June 3, 2004

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Borough of Brisbin
P.O. Box 37
Brisbin, PA 16620

Re: H.V. Camberg Services, Inc., Claimant

To Whom It May Concern:

This firm represents H.V. Camberg Services, Inc. located at 11368 Tyrone Pike, Irvona, Pennsylvania 16656, in connection with an automobile accident which occurred on February 6, 2004. This letter is intended to comply with the notice requirements of 42 Pa.C.S.A. § 5522.

Please consider this letter as the required statutory notice of our intention to file suit on behalf of H.V. Camberg Services, Inc. for damages arising from the accident. Set forth below is the information required to be submitted to your agency pursuant to the applicable statute:

1. Name and address of person to whom the cause of action has accrued:

H.V. Camberg Services, Inc.

2. Name and address of person injured:

1994 Ford Bronco 4x4 .OL-FI 2D UTV Green Vehicle
sustained damages in the amount of \$2,415.33.

3. Date and Hour of Accident:

The accident occurred on February 6, 2004 at approximately 2:30 to 3:00 p.m.

"EXHIBIT A"

4. Approximate location of accident:

The accident occurred at the intersection of Bigler Street, Poland Avenue and the alley adjacent to Bigler Street.

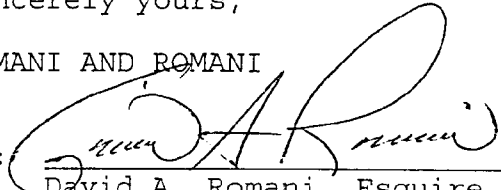
5. Name and address of attending physician:

The occupants of claimants motor vehicle were not treated by a physician at this time.

Sincerely yours,

ROMANI AND ROMANI

By:



David A. Romani, Esquire

DAR/bv

VERIFICATION

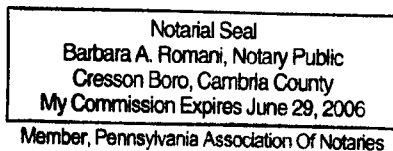
I, DAVID CAMBERG, Vice President, of H.V. CAMBERG SERVICES, INC., verify that the statements contained in this COMPLAINT are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsification to authorities.

H.V. CAMBERG SERVICES, INC.
A Pennsylvania Corporation

By: David Camberg
DAVID CAMBERG

Sworn to and subscribed
before me this 4th day
of June, 2004.

Barbara A. Romani
Notary Public



FILED

in 10:31 a.m. to act
JUN 07 2004 *W*

William A. Shaw
Prothonotary

ROMANI AND ROMANI
ATTORNEYS AT LAW
720 SECOND STREET
P.O. BOX 207
CRENSON, PENNSYLVANIA 16630
(814) 896-7000
FAX: (814) 896-5952

Mag. Dist. No.: **46-3-04**
Dj Name: Hon.
JAMES L. HAWKINS
Address: **251 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

JAMES L. HAWKINS
251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA 16651-0362

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS
H V CAMBERG SERVICES, INC
11368 TYRONE PIKE
IRVONA, PA 16656

VS.
DEFENDANT: NAME and ADDRESS
BOROUGH OF BRISBIN
PO BOX 37
BRISBIN, PA 16620

Docket No.: **CV-0000019-04**
Date Filed: **3/12/04**



04-717-CJ

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **H V CAMBERG SERVICES, INC**

☒ Judgment was entered against: (Name) **BOROUGH OF BRISBIN**

in the amount of \$ **2,501.33** on: (Date of Judgment) **5/10/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice. *m/10:36AM*
FILED
MAY 28 2004 *9/10*

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ William A Shaw
Prothonotary/Clerk of Courts

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

| | |
|---------------------------------|--------------------|
| Amount of Judgment | \$ 2,415.33 |
| Judgment Costs | \$ 86.00 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 2,501.33 |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| | ===== |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-11-04 Date *James L. Hawkins*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
5-27-04 Date *James L. Hawkins*, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COUNTY OF: Clearfield

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

James L. Hawkins

Address:

251 Spring Street

Houtsdale, PA 16651

Telephone: (814) 378-7160

PLAINTIFF:

NAME and ADDRESS

H.V. Camberg Services, Inc.
11368 Tyrone Pike
Irvona, PA 16656

VS.

DEFENDANT:

NAME and ADDRESS

Borough of Brisbin
P.O. Box 37
Brisbin, PA 16620

Docket No.: CV-19-04Date Filed: 3-12-04

| | AMOUNT | DATE PAID |
|------------------|-------------------|--------------------|
| FILING COSTS \$ | <u>86.00</u> | <u>3/12/04</u> |
| SERVING COSTS \$ | <u> </u> | <u> / / </u> |
| TOTAL \$ | <u> </u> | <u> / / </u> |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2,415.33 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

On or about February 6, 2004, the Defendant, through its employees, agents and servants, negligently operated a motor vehicle and collided with the Plaintiff's motor vehicle causing damage to the Plaintiff's vehicle in the amount of \$2,415.33. Plaintiff demands judgment against Defendant in the amount of \$2,415.33, plus cost of suit.

I, David L. Camberg verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

H.V. Camberg Services, Inc.

✓ By: David L. Camberg J.P.
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: David A. Romani, EsquireAddress: 720 Second StreetTelephone: (814) 886-7000

P.O. Box 207
Cresson, PA 16630

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

7003 1010 0005 2745 3556

| U.S. Postal Service™ | |
|--|----|
| CERTIFIED MAIL™ RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For Delivery Information visit our website at www.usps.com | |
| | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| Postmark Here 5/26/04 | |
| Sent To H. V. Camberg Services Inc | |
| Street, Apt. No., or PO Box No. 11368 Tyrone Pike | |
| City, State, ZIP+4 Irvona PA 16656 | |

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

7003 1010 0005 2745 3549

| | |
|---|--|
| U.S. Postal Service™ | |
| CERTIFIED MAIL™ RECEIPT | |
| <i>(Domestic Mail Only, No Insurance Coverage Provided)</i> | |
| For delivery information, visit our website at www.usps.com | |
| | |

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Postmark
Here

5/26/04

| | |
|------------------------------------|-------------------------|
| Sent To | James L. Hawkins, Mag. |
| Street, Apt. No., or PO Box No. | 251 Spring St., Box 362 |
| City, State, ZIP+4 | Houtzdale PA 16651 |

Certified Mail Provides:

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Important Reminders:

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IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

COURT OF COMMON PLEAS

FROM:

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT

MAG. DIST. NO. OR NAME OF D.J.

ADDRESS OF APPELLANT

CITY

STATE

ZIP CODE

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

(Defendant)

CLAIM NO.

VS.

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

CV

LT

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

Signature of Prothonotary or Deputy

MAY 21 2004

Attest.

Prothonotary/
Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield : SS

AFFIDAVIT: I hereby swear or affirm that I served

☒ Return of the Notice of Appeal, Common Pleas No. 04-717-CD, upon the district justice designated therein on
(date of service) 5/26/04 ☐ by personal service ☒ by (certified) (registered) mail, sender's
receipt attached hereto and upon the addressee (name) H. V. Camberg Services, Inc.
5/26/04 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto
☒ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the (days) to whom
the Rule was addressed on 5/26/04 ☐ by personal service ☒ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN, ASSURED AND SUBSCRIBED BEFORE ME

THIS 11th DAY OF May, 2004

D. B. ...

(Signature of Notary)

My commission expires on 12/31/05

M 10:20 AM 1000
MAY 11 2004
ED
JLW

COURT OF COMMON PLEAS

of Clearfield Co., PA
JUDICIAL DISTRICT

46

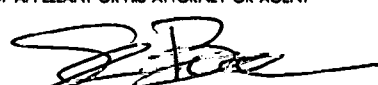
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 04-717-4

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | |
|---|---|---|-------------------|
| NAME OF APPELLANT Borough of Brisbin | | MAG. DIST. NO. OR NAME OF D.J. 46-3-04 | |
| ADDRESS OF APPELLANT P. O. Box 37 | CITY Brisbin | STATE PA | ZIP CODE 16620 |
| DATE OF JUDGMENT 5/10/04 | IN THE CASE OF (Plaintiff) H. V. Camberg Service, Inc. vs. Borough of Brisbin (Defendant) | | |
| CLAIM NO. CV 0000019-04 LT | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  | | |

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon H. V. Camberg Services, Inc., appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 04-717-4) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To H. V. Camberg Services, Inc., appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: May 21, 2004

Signature of Prothonotary or Deputy

MAY 21 2004

William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on _____, (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-04**
DJ Name: Hon.
JAMES L. HAWKINS
Address: **251 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

PLAINTIFF: NAME and ADDRESS
H V CAMBERG SERVICES, INC
11368 TYRONE PIKE
IRVONA, PA 16656

VS.
DEFENDANT: NAME and ADDRESS
BOROUGH OF BRISBIN
PO BOX 37
BRISBIN, PA 16620

ATTORNEY DEF PRIVATE :

MATTHEW TALADAY, ESQ
PO BOX 487
DUBOIS, PA 15801

Docket No.: **CV-0000019-04**
Date Filed: **3/12/04**



04-717-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **H V CAMBERG SERVICES, INC**

☒ Judgment was entered against: (Name) **BOROUGH OF BRISBIN**

in the amount of \$ **2,501.33** on: (Date of Judgment) **5/10/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical damages arising out of residential lease \$ _____

| | |
|---------------------------------|--------------------|
| Amount of Judgment | \$ 2,415.33 |
| Judgment Costs | \$ 86.00 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 2,501.33 |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| | ===== |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-11-04 Date *James L. Hawkins*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

FILED
M 10.37 AM ⁸⁵⁻⁰⁰
Clerks to City
MAY 21 2004

William A. Shaw
Prothonotary