

2004-1600
DOUG ADAMS VS. AIG AGENCY

Doug Adams vs AIG Agency
2004-1600-CD

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ADAMS, DOUG
525 LOCUST STREET
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

AIG AGENCY
PO BOX 8220
CORAOPOLIS, PA 15108-8220

NAME and ADDRESS

Docket No.: **CV-0000300-04**
Date Filed: **6/22/04**



04-1600-CJ

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <u>ADAMS, DOUG</u>	
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <u>AIG AGENCY</u>	
in the amount of \$ <u>5,111.24</u> on: (Date of Judgment) <u>9/16/04</u>	
<input type="checkbox"/> Defendants are jointly and severally liable.	FILED NO CC (Date & Time) <u>9/16/04 8:00 AM</u>
<input type="checkbox"/> Damages will be assessed on:	Amount of Judgment \$ <u>4,992.74</u>
<input type="checkbox"/> This case dismissed without prejudice.	Judgment Costs \$ <u>118.50</u>
	Interest on Judgment \$ <u>.00</u>
	Attorney Fees \$ <u>.00</u>
	Total \$ <u>5,111.24</u>
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	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.

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9-16-04 Date *Patrick N. Ford - PNF*, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

Telephone: **(814) 371-5321**

PLAINTIFF:

NAME and ADDRESS

DOUG ADAMS

**525 LOCUST STREET
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

AIG AGENCY

**P.O. BOX 8220
CORAOPOLIS, PA 15108-8220**

Docket No.: **CV-300-04**
Date Filed: **6/22/04**



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>118.50</u>	<u>6/22/04</u>
POSTAGE	\$ _____	/ /
SERVICE COSTS	\$ _____	/ /
CONSTABLE ED.	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for **\$4,992.74** together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):'

Damages sustained to Plaintiff's vehicle when it was hit by Defendant's insured in an automobile accident. Despite repeated requests by Plaintiff to Defendant to pay the amount awarded to Plaintiff, Defendant has refused to pay the same.

I, JEFFREY S. DUBOIS, ESQUIRE 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.

A handwritten signature in black ink, appearing to read "Jeff S. DuBois".

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: Jeffrey S. DuBois

Address: 190 West Park Avenue, Suite #5

Telephone: (814) 375-5598

DUBOIS, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY 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 days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

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

Doug Adams,
Plaintiffs,

vs

AIG Agency,
Defendant.

CIVIL DIVISION

No.: 04-1600-CD

PROOF OF SERVICE OF APPEAL
AND RULE TO FILE COMPLAINT

Filed on behalf of: Defendants

Counsel of record for this party:

Paul G. Mayer, Esquire
LAW OFFICES OF JERRY S.
EISENBERG
1225 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 37461

Tel. (412) 281-7761

FILED
m/10/3681
NO CC
OCT 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
ss:
COUNTY OF ALLEGHENY;

AFFIDAVIT: I hereby swear or affirm that I served a copy of the Notice of Appeal, filed at No. 04-1600-CD the court of Common Pleas in Clearfield County; upon the District Justice, Patrick Ford on October 20, 2004, by certified mail, sender's receipt attached hereto, and upon the appellee, Doug Adams on his attorney, Jeffrey S. DuBois, on October 20, 2004, by certified mail, sender's receipt is attached hereto; and further that I served the Rule to File a Complaint accompanying that above Notice to Appeal upon the appellee(s) to whom the Rule was addressed on October 20, 2004 by (certified) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 20th DAY OF October, 2004

Denise P. Chorba

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on

Notarial Seal	
Denise P. Chorba, Notary Public	
Carnegie Borough, Allegheny County	
My Commission Expires July 15, 2006	
Member, Pennsylvania Association Of Notaries	


Signature of Affiant

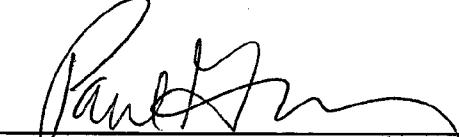
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Proof of Service of Notice of Appeal and Rule to File Complaint was served upon the following at their address of record by first class mail, postage prepaid, this **20th** day of **October, 2004**.

Patrick N. Ford
309 Maple Avenue
P.O. Box 452
DuBois, PA 15801

Jeffrey S. DuBois, Esquire
190 West Park Avenue
Suite 5
DuBois, PA 15801

LAW OFFICES OF JERRY S. EISENBERG


Paul G. Mayer, Jr.

7003 2260 9000 9996 6522 9396

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	
OFFICIAL USE	
DUBois PA 15801	
Postage	\$ 0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.42

517335 007401 24 Postmark
2004 20 2004 10/20/2004 PA 15801

Sent To: Jeffrey S. DuBois, Esquire
Street, Apt. No., or PO Box No. 190 West Park Ave., Suite 5
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
<input type="checkbox"/> For delivery information visit our website at www.usps.com ®		
OFFICIAL USE		
DU BOIS PA 15801		
<input type="checkbox"/> Postage \$ \$0.37 <input type="checkbox"/> Certified Fee \$ \$2.30 <input type="checkbox"/> Return Receipt Fee (Endorsement Required) \$ \$1.75 <input type="checkbox"/> Restricted Delivery Fee (Endorsement Required) \$ \$0.00 <input type="checkbox"/> Total Postage & Fees \$ \$4.42		
Sent To Patrick Ford Street, Apt. No.: 309 Maple Avenue or PO Box No. City, State, ZIP+4 P.O. Box 452 De Bois, PA 15801		<small>PS Form 3800, June 2002</small>
		<small>See Reverse for Instructions</small>

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

AIG AGENCY
PO BOX 8220
CORAOPOLIS, PA 15108-8220

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ADAMS, DOUG
525 LOCUST STREET
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

AIG AGENCY
PO BOX 8220
CORAOPOLIS, PA 15108-8220

NAME and ADDRESS

Docket No.: **CV-0000300-04**
Date Filed: **6/22/04**



04-1600-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **ADAMS, DOUG**

Judgment was entered against: (Name) **AIG AGENCY**

in the amount of \$ **5,111.24** on: (Date of Judgment) **9/16/04**

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	\$ 4,992.74
Judgment Costs	\$ 118.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,111.24
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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9-16-04 Date *Patrick N. Ford - PNF*, 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

AOPC 315-03

DATE PRINTED: **9/16/04 11:16:48 AM**

04-1600-CD

DEFENDANTS NOTICE OF APPEAL FROM DISTRICT JUSTICE JUDGMENT

Doug Adams 525 Locust Street, Dubois, Pennsylvania 15801
Plaintiff(s) name and address

AIG Agency P.O. Box 8220, Coraopolis, Pennsylvania 15108
Defendant(s) name and address

AIG Agency
Name of appellant(s) (People or company filing this appeal)

Patrick N. Ford
Name of District Justice

CV-0000300-04

District Justice case number

September 16, 2004

District Justice Hearing Date

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/she/it MUST FILE A COMPLAINT within twenty (20) days after filing his/her NOTICE OF APPEAL.

Signature of Prothonotary or Deputy

**PRAECIPE TO ENTER RULE TO FILE A COMPLAINT
TO PROTHONOTARY:**

Enter rule upon Doug Adams
plaintiff(s)

to file a complaint in this appeal within twenty (20) days after the date of service of this rule by the Prothonotary's Office.

Patrick N. Ford
Signature of appellant or attorney

RULE: To Doug Adams
plaintiff(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.
2. If you do not file a complaint within this time, A JUDGMENT OF NON PROSUIT MAY BE ENTERED AGAINST YOU.
3. The date of service of this rule is the MAIL DATE. 10/20/04 Attest.

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

OCT 14 2004

mail date

W. A. Shaw
Prothonotary/
Clerk of Courts

W. A. Shaw
10-14-04
Filing Date & Signature of Prothonotary or Deputy

04-1600-4

DEFENDANTS NOTICE OF APPEAL FROM DISTRICT JUSTICE JUDGMENT

Doug Adams 525 Locust Street, Dubois, Pennsylvania 15801
Plaintiff(s) name and address

AIG Agency P.O. Box 8220, Coraopolis, Pennsylvania 15108
Defendant(s) name and address

AIG Agency
Name of appellant(s) (People or company filing this appeal)

Patrick N. Ford
Name of District Justice

CV-0000300-04

District Justice case number

September 16, 2004

District Justice Hearing Date

This block will be signed only when this notation is required under Pa. R.C.P.J.P. No. 1008B.
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I hereby certify this to be a true and attested copy of the original statement filed in this case,

OCT 14 2004

Signature of Prothonotary or Deputy

**PRAECIPE TO ENTER RULE TO FILE A COMPLAINT
TO PROTHONOTARY:**

Enter rule upon Doug Adams
plaintiff(s)

Attest.

Will B. B.
Prothonotary/
Clerk of Courts

to file a complaint in this appeal within twenty (20) days after the date of service of this rule by the Prothonotary's Office.

Paul J. F.
Signature of appellant or attorney

RULE: To Doug Adams
plaintiff(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.
2. If you do not file a complaint within this time, A JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.
3. The date of service of this rule is the MAIL DATE. 10/20/04

mail date

Will B. B.
Filing Date & Signature of Prothonotary or Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

ATTORNEY DEF PRIVATE :

PAUL G. MAYER JR
1225 ONE OXFORD CNT.
301 GRANT STREET
PITTSBURGH, PA 15219

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ADAMS, DOUG
525 LOCUST STREET
DUBOIS, PA 15801

NAME and ADDRESS

VS.

DEFENDANT:

AIG AGENCY
PO BOX 8220
CORAOPOLIS, PA 15108-8220

NAME and ADDRESS

Docket No.: **CV-0000300-04**
Date Filed: **6/22/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **ADAMS, DOUG**

Judgment was entered against: (Name) **AIG AGENCY**

in the amount of \$ **5,111.24** on: (Date of Judgment) **9/16/04**

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

Damages will be assessed on: *I hereby certify this to be a true and attested copy of the original statement filed in this case.*

This case dismissed without prejudice. **OCT 14 2004**

Amount of Judgment Subject to *Attest.* *John L. R.*
Attachment/42 Pa.C.S. § 8127 \$ _____
Prothonotary,
Clerk of Courts

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

Amount of Judgment	\$ 4,992.74
Judgment Costs	\$ 118.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,111.24
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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9-16-04 Date Patrick N. Ford - PNF, 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

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

DOUG ADAMS,

Plaintiff

No. 2004-1600-C

Vs.

AIG AGENCY,

Defendant

Type of Pleading:

CIVIL COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED

REC'D
DEC 07 2004
07 2200 (C)

William A. Shaw

Prothonotary/Clerk of Courts

2 CENT TO ATTY

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

DOUG ADAMS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
AIG AGENCY,	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, DOUG ADAMS, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Complaint, and in support thereof avers the following:

1. Plaintiff, Doug Adams, is an adult individual residing at 525 Locust Street, DuBois, Clearfield County, Pennsylvania.
2. Defendant, AIG Agency, is believed to be a business operating within the Commonwealth of Pennsylvania, with an address of P.O. Box 8220, Coraopolis, Pennsylvania.
3. Jurisdiction is proper before this Honorable Court as this case results from an Appeal by Defendant from a decision by District Justice, Patrick Ford, Magisterial District No. 46-3-01, entering judgment in favor of Plaintiff and against Defendant.

4. On or about October 19, 2002, Plaintiff was traveling in DuBois, Clearfield County, in his vehicle when he was struck by a vehicle owned by Duane and Kristine Geitner.

5. Defendant, AIG Agency is the insurance company which had the insurance on the Geitner's vehicle which wrecked into Plaintiff's vehicle.

6. The damage to Plaintiff's vehicle was severe, with the cost of repairs to said vehicle being approximately Four Thousand Eight Hundred Sixty Six and 00/100 (\$4,866.00) Dollars.

7. Plaintiff filed suit against Duane and Kristin Geitner for money damages to Plaintiff's vehicle.

8. Judgment was entered in favor of Plaintiff and against Defendants, Duane and Kristin Geitner in the amount of Four Thousand Nine Hundred Ninety Two and 74/100 (\$4,992.74) Dollars by District Justice Patrick Ford, with said judgment being entered on March 20, 2003.

9. Despite repeated requests by Plaintiff to Defendant for payment of the above monies for damages to his vehicle, Defendant repeatedly refused to pay the same.

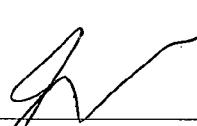
10. This amount, is rightfully owed to Plaintiff, and Defendant owes said amount to Plaintiff as an obligation for and insurer of the Geitner's vehicle.

11. Because of Defendant's refusal to pay the amount owed to Plaintiff, Plaintiff filed suit against Defendant in District Court.

12. Judgment was entered in favor of Plaintiff and against Defendant at said Court, and Defendant appealed said decision.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to award judgment in his favor and against Defendant in the amount of Five Thousand One Hundred Eleven and 24/100 (\$5,111.24) Dollars, together with costs, interest, and any other relief this Court deems just and equitable.

Respectfully submitted,

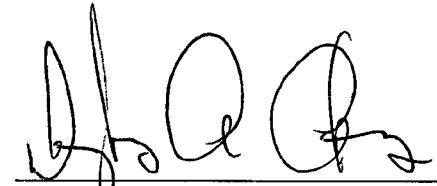


Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

VERIFICATION

I, DOUG ADAMS, verify that the statements in the foregoing Complaint 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 falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Doug Adams

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

DOUG ADAMS,

Plaintiff,

vs

AIG AGENCY,

Defendant.

CIVIL DIVISION

No.: 2004-1600-CD

ANSWER AND NEW MATTER

Filed on behalf of: Defendant

Counsel of record for this party:

Paul G. Mayer, Esquire
LAW OFFICES OF JERRY S.
EISENBERG
1225 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 37461

Tel. (412) 281-7761

FILED

APR 11 2005
118:50 AM
William A. Shaw
Prothonotary/Clerk of Courts
wcc/c

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

DOUG ADAMS,)
Plaintiff,) No. 2004-1600-CD
vs)
AIG AGENCY,)
Defendant.)

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, AIG Agency, by its attorney, Paul G. Mayer, Jr., Esquire and sets forth the following Answer and New Matter to Plaintiff's Complaint:

1. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 1.
2. Defendant, AIG Agency, is a Division of AIG Claim Services, Inc. The remaining averments of Paragraph 2 are admitted.
3. Paragraph 3 sets forth conclusions of law to which no responsive pleading is required.
4. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 4.
5. It is admitted that the Geitners had a policy of insurance on their vehicle through New Hampshire Indemnity Company, Inc. After reasonable investigation, Defendant AIG Agency is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of Paragraph 5.

6. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 6.

7. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 7.

8. After reasonable investigation, this Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 8.

9. It is admitted that Plaintiff has requested Defendant to pay the judgment awarded by the District Magistrate. However, neither Plaintiff nor the Geitners ever timely notified Defendant either of the filing of the action with the Magistrate, or of the Magistrate's decision within the appeal period of the Judgment.

10. Paragraph 10 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 10 is denied. On the contrary, Defendant is not legally obligated to pay the Judgment entered by the Magistrate. Defendant never received proper or timely notice of the Plaintiff's claim so as to permit it to defend the case or appeal the Magistrate's decision. Defendant has no obligation to pay the Judgment due to its insured's breach of their duties under the policy to provide timely notice to the insurer of the filing of legal papers or the entry of the Judgment.

11. Paragraph 11 sets forth conclusions of law to which no responsive pleading is required. It is admitted that plaintiff filed suit. However, it is denied that defendant is liable to plaintiff for any amount.

12. Paragraph 12 sets forth conclusions of law to which no responsive pleading is required.

WHEREFORE, Defendant respectfully requests judgment in its favor and against Plaintiff.

NEW MATTER

13. The Answer set forth above is incorporated herein as if the same were fully set forth.

14. The New Hampshire Indemnity Company, Inc. issued a policy of insurance, no. 7315541, to Kristen Geitner which was in effect for the date of loss in this case, October 19, 2002.

15. At some point, Plaintiff's counsel contacted claims representative, Lisa Simeone, concerning this claim. However, at that time, neither Plaintiff's counsel or any other person advise the defendant that a Complaint had been filed, and no representative of the Defendant ever had notice of the filing of a Complaint or the hearing.

16. Defendant received no notice of the filing of a Complaint with the Magistrate, or of the hearing or judgment entered by the Magistrate until June 5, 2003, when it received a letter from Plaintiff's attorney. At that time, the thirty (30) day appeal period had expired, and Defendant was not able to defend the claim or appeal the Judgment entered by the Magistrate.

17. Defendant had no duty to provide coverage absent compliance with the duties of the insured set forth in Part E, Duties after an accident or loss, of the automobile insurance policy issued to the Geitners. A copy of Part E is attached hereto as Exhibit "A."

18. The insured, Kristen Geitner, failed to comply with terms of the policy by failing to cooperate with the Defendant, failing to advise Defendant of the filing of a complaint or the notice of the hearing held in this matter before the Magistrate and in failing to provide the Defendant with notice of the judgment entered against her within the appeal period.

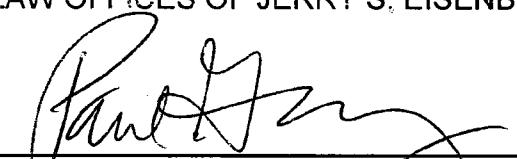
19. Plaintiff lacks standing to bring this action as plaintiff has no contractual relationship with Defendant which would give rise to an obligation to require Defendant to make payment on the Judgment entered by the Magistrate to Plaintiff in this matter.

20. Defendant raises the defense of laches to plaintiff's complaint.

21. Defendant raises the defense of impossibility of performance.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff.

LAW OFFICES OF JERRY S. EISENBERG


Paul G. Mayer, Jr.
Attorney for Defendant, AIG Agency

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BALEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
 - a. Medical reports; and

b. Other pertinent records.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

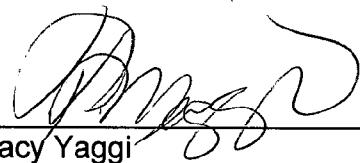
VERIFICATION

I, TRACY YAGGI, do hereby verify that I am a Litigation Specialist with AIG Agency Auto, the Defendant named herein, and that as such, I have the authority to make this verification on behalf of AIG Agency Auto, Defendant herein. I verify that the averments of fact set forth in the foregoing ANSWER AND NEW MATTER are true and correct to the best of my knowledge, information and belief based upon information provided to me by others.

This verification is made subject to the penalties of 18 PA CS §4904 relating to unsworn falsification to authorities.

Dated:

3/31/05


Tracy Yaggi

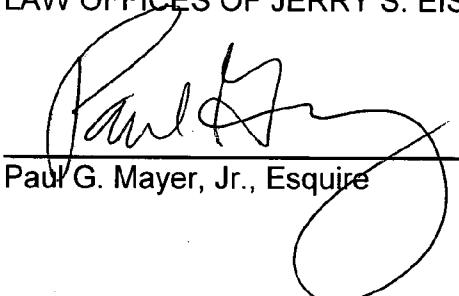
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer and New Matter was served upon the following at their address of record by first-class mail, postage prepaid, this **7th** day of **April, 2005**.

Patrick N. Ford
309 Maple Avenue
P.O. Box 452
DuBois, PA 15801

Jeffrey S. DuBois, Esquire
190 West Park Avenue
Suite 5
DuBois, PA 15801

LAW OFFICES OF JERRY S. EISENBERG


Paul G. Mayer, Jr., Esquire

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

DOUG ADAMS,

Plaintiff

No. 2004-1600-CD

Vs.

AIG AGENCY,

Defendant

Type of Pleading:

**PRAECIPE FOR
DISCONTINUANCE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED 2CC-
012:37 AM 2 Cert. of
OCT 17 2005 Disc. to
Atty

William A. Shaw
Prothonotary/Clerk of Courts
DuBois

Copy to
CJA

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

DOUG ADAMS, : No. 2004-1600-CD

Plaintiff : Type of Pleading:

Vs.

**PRAECIPE FOR
DISCONTINUANCE**

AIG AGENCY, : Defendant : Filed on Behalf of:
Plaintiff

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

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

DOUG ADAMS, : No. 2004-1600-CD
Plaintiff :
: Vs.
: :
AIG AGENCY, :
Defendant :
:

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue this case on behalf of Doug Adams in the above captioned matter as it has been settled.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

DOUG ADAMS, : No. 2004-1600-CD
Plaintiff :
: Vs. :
: :
AIG AGENCY, :
Defendant :
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 14th day of October, 2005, I served a true and correct copy of the within Plaintiff's Praeclipe for Discontinuance by first class mail, postage prepaid, on the following:

Paul G. Mayer, Jr., Esquire
One Oxford Centre
Suite 1225
301 Grant Street
Pittsburgh, PA 15219



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA



COPY

CIVIL DIVISION

Doug Adams

Vs.
AIG Agency

No. 2004-01600-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 17, 2005, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by Paul Mayer, Jr.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of October A.D. 2005.

William A. Shaw, Prothonotary