

06-422-CD
Prime Rate Premium Fin. Corp vs
William Bowley et al

Prime Rate v s William G Bowley et al
2006-422-CD

Date: 05/18/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:20 AM

ROA Report

Page 1 of 1

Case: 2006-00422-CD

Current Judge: Fredric Joseph Ammerman

Prime Rate Premium Finance Corp., Inc. vs. William G. Bowley Insurance, Inc., William G. Bowley

Civil Other

Date		Judge
03/20/2006	New Case Filed.	No Judge
	✓Filing: Civil Complaint Paid by: Harvey Pennington, LTD Receipt number: 1912948 Dated: 03/20/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
04/21/2006	✓Preliminary Objections of Defendants, filed by s/ Dwight L. Koerber, Jr. 3CC to Atty	No Judge
	✓Praeipce To Enter Appearance, filed on behalf of Defendants William G. Bowley Insurance, Inc. and William G. Bowley, filed by s/ Dwight L. Koerber, Jr. 3CC to Atty. Copy to C/A	No Judge
04/28/2006	✓Order, NOW, this 28th of April, 2006, upon consideration of Defs' preliminary objections, it is the Order of the Court that argument on Defendant Preliminary Objections has been scheduled for the 22nd day of May, 2006 at 10:30 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC to Atty. for Service	Fredric Joseph Ammerman
05/01/2006	✓ Filing: Praeipce to Reinstate Complaint Paid by: Lang, Melissa (attorney for Prime Rate Premium Finance Corp., Inc.) Receipt number: 1913601 Dated: 05/01/2006 Amount: \$7.00 (Check) Filed by s/ Melissa Lang, Esquire. 3Complaints Reinstated to Atty	No Judge
05/02/2006	✓Certificate of Service, filed. That on the 2nd day of May 2006 the undersigned served a true and correct copuy of the Order Scheduling Argument on Preliminary Objections issued in the above-captioned matter upon Melissa Lang Esq., filed by s/ Dwight L. Koerber Jr Esq. 3CC Atty Koerber.	Fredric Joseph Ammerman
05/03/2006	✓Sheriff Return, April 7, 2006 at 10:45 am served the within Complaint on William G. Bowley Insurance Inc. April 7, 2006 at 10:45 am served the within Complaint on William G. Bowley. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Harvey \$77.82	Fredric Joseph Ammerman
05/05/2006	✓Praeipce to discontinue and end, filed. Kindly mark the above captioned matter discontinued and ended, upon payment of your costs only, filed by s/ Melissa Lang Esq. 2CC & 2 Cert of disc issued to Atty Lang and copy to C/A.	Fredric Joseph Ammerman

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION-LAW

No.: 06-422-CD

Type of Case: Contract

Type of Pleading: Complaint

Prime Rate Premium Finance Corp., Inc.
Plaintiff,

Filed on Behalf of:

vs.

Prime Rate Premium Finance Corp., Inc.
Plaintiff

William G. Bowley Insurance, Inc.,
and William G. Bowley
Defendant.

Counsel of Record for this Party:

Melissa Lang

Supreme Court No.: 48482

Harvey, Pennington, Ltd. _____
1835 Market ST, FL29
Philadelphia, PA 19103
(215) 575-4168

Dated: March 16, 2006

May 1, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary

738046_1

FILED acc Atty
m 13:02
MAR 20 2006 Atty pd 85.00
(LH)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Prime Rate Premium Finance Corp., Inc., 2141 Enterprise Drive Florence, SC 29501,	} }	Plaintiff, v. William G. Bowley Insurance, Inc., A Pennsylvania Corporation, 309 Maple Avenue Dubois, PA 18501, and William G. Bowley, 309 Maple Avenue Dubois, PA 18501, Defendants.
		} CIVIL ACTION- LAW } No.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 5982**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Prime Rate Premium Finance Corp., Inc.,
2141 Enterprise Drive
Florence, SC 29501,

Plaintiff,

v.

William G. Bowley Insurance, Inc.,
A Pennsylvania Corporation,
309 Maple Avenue
Dubois, PA 18501,
and
William G. Bowley,
309 Maple Avenue
Dubois, PA 18501,

Defendants.

}
}
}
}
}
} CIVIL ACTION- LAW
} No.

Plaintiff, Prime Rate Premium Finance Corporation, Inc. ("Prime Rate"), by and through its counsel, and for its Complaint against defendants, does allege:

PARTIES

1. Plaintiff, Prime Rate, is a corporation organized and existing under the laws of the State of South Carolina, and which is qualified to do business in and licensed as an insurance premium finance company by the State of Pennsylvania.

2. Defendant, William G. Bowley Insurance, Inc., (hereinafter "Agency") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, which maintains its principal place of business at 309 Maple Avenue, Du Bois, Pennsylvania 15801.

3. Defendant, William G. Bowley, (hereinafter "Mr. Bowley") is an individual and a resident citizen of the Commonwealth of Pennsylvania who regularly conducts

business at 309 Maple Avenue, Du Bois, Pennsylvania 15801, and who resides in Pennsylvania at an address unknown to the plaintiff.

4. Mr. Bowley is, upon information and belief, the President and sole shareholder of Agency, and operates said defendant as his alter ego.

5. On information and belief, defendant, Mr. Bowley, is licensed as an agent to sell property and casualty insurance in the Commonwealth of Pennsylvania. His agency affiliation is with the Agency.

6. Plaintiff, Prime Rate, is engaged in financing premiums for insurance. Plaintiff Prime Rate offers its premium finance services through insurance agents.

STATEMENT OF FACTS

7. Pursuant to an oral agreement between Prime Rate and defendants, Mr. Bowley and Agency ("Agency Agreement"), plaintiff, Prime Rate, provided premium finance services to insurance customers (*i.e.*, the insureds) who purchased insurance through defendants, Agency and Mr. Bowley.

8. In accordance with the Agency Agreement, plaintiff, Prime Rate, entered into insurance premium finance agreements with various insureds (hereinafter referred to singularly as the "Insured" or collectively as the "Insureds") who are or were represented by Defendants, Agency and Mr. Bowley.

9. Defendants, Mr. Bowley and Agency, submitted these insurance premium finance agreements to Prime Rate, which in turn advanced the premiums owed on the Insureds' insurance policies to defendants, Agency and Mr. Bowley, for payments to the various insurance companies which issued the policies.

10. Plaintiff, Prime Rate, has recently learned that defendants, Mr. Bowley and Agency, failed to remit the advanced premiums to the applicable insurance companies to procure the insurance coverage for the Insureds.

11. Defendants, Mr. Bowley and Agency, are contractually obligated and have a fiduciary duty to use the advanced premiums to pay the various insurance companies. Said defendants, however, have breached their contractual and fiduciary duties to the Plaintiff by failing to remit payment to the various insurance companies.

12. Plaintiff, Prime Rate, at this juncture, knows several insurance companies that the Defendants, Mr. Bowley and Agency failed to pay. Plaintiff, Prime Rate, however, is unable to ascertain the exact number since the said defendants, despite numerous requests, have failed to provide the plaintiff with the pertinent information for many of the policies financed by Prime Rate.

13. Defendants, Mr. Bowley and Agency, are obligated pursuant to the Agreement, the standard of care owed by them as insurance brokers, industry customs and their fiduciary duties to return any premiums ("Return Premiums") to plaintiff, Prime Rate, which are returned by an insurance carrier to them.

14. Defendants, Mr. Bowley and Agency, are also obligated pursuant to the Agreement and industry customs to return to plaintiff, Prime Rate, any unearned commissions ("Unearned Commissions").

FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

Prime Rate v. Mr. Bowley and Agency

15. Plaintiff, Prime Rate, repeats and realleges the contents of Paragraphs 1 through 14 above as if repeated herein verbatim.

16. Pursuant to the Agreement between the parties, Mr. Bowley and Agency are obligated to remit the monies advanced by plaintiff, Prime Rate, to the applicable insurance companies. In addition, defendants, Mr. Bowley and Agency, are required to return all Unearned Premiums and Commissions on cancelled policies to plaintiff, Prime Rate.

17. Defendants, Mr. Bowley and Agency, have breached the Agreement by failing to remit Advanced Premiums to insurance carriers, and for failing to return all Unearned Premiums and Commissions to plaintiff, Prime Rate.

18. As a consequence of Mr. Bowley's and Agency's breach of the Agreement, plaintiff, Prime Rate, is entitled to recover its actual damages, costs and reasonable attorney's fees.

WHEREFORE, plaintiff, Prime Rate, demands judgment in its favor, and against defendants, AGENCY and MR. BOWLEY, in an amount in excess of \$12,000, together with recovery of its costs, counsel fees, interest, and such other relief as the court may deem appropriate.

FOR A SECOND CAUSE OF ACTION
(Conversion)
Prime Rate v. Bowley and Agency

19. Plaintiff, Prime Rate, repeats and realleges the contents of Paragraphs 1 through 18 above as if repeated herein verbatim.

20. Defendants, Agency and Mr. Bowley, have, without authorization, assumed and exercised dominion and ownership over at least \$12,000, which were funds earmarked to purchase insurance for Insureds, in hostility to and inconsistent with the rights of plaintiff, Prime Rate, to these specific funds, and said defendants have, without authorization,

appropriated these specific funds and converted these specific funds for their own use and benefit.

21. Defendants, Agency and Mr. Bowley, took part in the aforementioned actions of said defendants, and/or specifically directed said particular acts to be done, and/or participated or cooperated in the commission of said acts.

22. By virtue of the aforementioned acts, plaintiff, Prime Rate, has been injured and damaged, and Defendants, Agency and Mr. Bowley, are therefore jointly and severally liable to plaintiff, Prime Rate, in the amount of all funds which have been converted.

23. The said actions of defendants, Agency and Mr. Bowley, show willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to the consequences to plaintiff, Prime Rate, and said defendants have acted with the specific intent to harm plaintiff, thereby entitling plaintiff to recover from said defendants punitive damages to deter them from continuing such misconduct.

WHEREFORE, plaintiff, Prime Rate, demands judgment in its favor, and against defendants, AGENCY and MR. BOWLEY in an amount in excess of \$12,000, together with recovery of its costs, counsel fees, interest, punitive damages, and such other relief as the court may deem appropriate.

FOR A THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty)
Prime Rate v. Bowley and Agency

24. Plaintiff, Prime Rate, repeats and realleges the contents of Paragraphs 1 through 23 above as if repeated herein verbatim.

25. Defendants, Agency and Mr. Bowley, owed plaintiff, Prime Rate, certain fiduciary duties, including, but not necessarily limited to the fiduciary duties of honesty, loyalty, and good faith, as well as the fiduciary duty to remit the advanced premiums to the appropriate insurance company, and to remit the Return Premiums and Unearned Commissions to plaintiff, Prime Rate. Defendants, Agency and Mr. Bowley, failed to exercise and did breach their fiduciary duties owed to plaintiff, Prime Rate.

26. Defendant, Mr. Bowley, took part in the aforementioned actions of defendant, Agency, and/or specifically directed said particular acts to be done, and/or participated or cooperated in the commission of said acts.

27. By virtue of the aforementioned acts, plaintiff, Prime Rate, has been injured and damaged, and defendants, Agency and Mr. Bowley, are therefore jointly and severally liable to plaintiff, Prime Rate for its actual damages.

28. The said actions of defendants, Agency and Mr. Bowley, show willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to the consequences to plaintiff, Prime Rate, and said, defendants have acted with the specific intent to harm plaintiff, thereby entitling plaintiff to recover from said defendants punitive damages to deter these defendants from continuing such

misconduct.

WHEREFORE, plaintiff, Prime Rate, demands judgment in its favor, and against defendants, AGENCY and BOWLEY in an amount in excess of \$12,000 together with recovery of its costs, counsel fees, interest, punitive damages, and such other relief as the court may deem appropriate.

FOR A FOURTH CAUSE OF ACTION

(Negligence)

Prime Rate v. Bowley and Agency

29. Plaintiff, Prime Rate, repeats and realleges the contents of Paragraphs 1 through 28 above as if repeated herein verbatim.

30. Defendants, Agency and Mr. Bowley, owed duties of care to plaintiff, Prime Rate, to use all advanced premiums properly, *i.e.*, to purchase insurance, to account for the Return Premiums, to preserve the Return Premiums, and to pay the Return Premiums to plaintiff Prime Rate. Defendants, Agency and Mr. Bowley, also owed duties of care to plaintiff, Prime Rate, to account for the Unearned Commissions, to preserve the Unearned Commissions, and to pay the Unearned Commission to Plaintiff Prime Rate.

31. Defendants, Agency and Mr. Bowley, however, breached these duties that they owed to plaintiff, Prime Rate.

32. The said misconduct of defendants, Agency and Mr. Bowley, injured plaintiff, Prime Rate, and was the proximate cause of the injury to plaintiff, Prime Rate.

33. By virtue of the aforementioned acts, plaintiff, Prime Rate, has been injured and damaged, and defendants, Agency and Mr. Bowley, are therefore liable to plaintiff,

Prime Rate, in an amount to be determined at trial.

WHEREFORE, plaintiff, Prime Rate, demands judgment in its favor, and against defendants, AGENCY and Mr. BOWLEY, in an amount in excess of \$12,000, together with recovery of its costs, counsel fees, interest, and such other relief as the court may deem appropriate.

Respectfully submitted,

HARVEY, PENNINGTON, LTD.

BY: 

Melissa Lang

1835 Market Street, 29th Floor
Philadelphia, PA 19103
(215) 575-4168

Counsel for Plaintiff,
Prime Rate Premium Finance Corporation, Inc.

VERIFICATION

I, MELISSA LANG, Esquire, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and I understand that the statements made in these responses are made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn falsification to authorities.

This verification is taken by counsel for plaintiff, Prime Rate Premium Finance Corp., Inc., as the person authorized to take the verification on its behalf is outside the jurisdiction and such verification could not be obtained prior to the filing of the Complaint.


MELISSA LANG

DATED: March 16, 2006

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-vs-

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

Type of Pleading:
PRELIMINARY OBJECTIONS
OF DEFENDANTS

Filed on behalf of:
Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

APR 21 2006

013110(W)

William A. Shaw
Prothonotary/Clerk of Courts

3 cfm to Atty

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-vs-

*

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

PRELIMINARY OBJECTIONS OF DEFENDANTS

COME NOW William G. Bowley Insurance, Inc. and William G. Bowley, referred to hereinafter as Defendants, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and files the within Preliminary Objections to the Complaint of Plaintiff.

**I.
LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)**

1. Pa. R.C.P. 1028(a)(4) provides that Preliminary Objections may be filed for the legal insufficiency of a pleading, in the form of a demurrer.

2. Defendants hereby demurrer to Count I of the pleading because of the failure of Plaintiff to set forth facts that legally support its claim for relief.

3. The Complaint is clearly deficient on its face, for lack of specificity, as the Plaintiff fails to identify a specific insurance company, the specific insured, and the specific amount of advance premiums that it is claiming that the Defendants failed to pay and/or

remit to Plaintiff. The absence of any of these details, along with the absence of any time period makes it impossible for Defendants to be apprised of the facts that the Plaintiff is relying upon in any of its four (4) causes of action.

4. Defendants, therefore, demurrer to all four counts, to wit: the Breach of Contract, the Conversion, the Breach of Fiduciary Duty and the Negligence causes of action.

WHEREFORE, Defendants pray that their Preliminary Objections be sustained and that Counts I, II and III and IV of the Complaint be dismissed for failure to state a cause of action.

II. FAILURE TO PLEAD IN CONFORMITY WITH LAW

6. Pa. R.C.P. 1028(a)(2) provides that Preliminary Objections may be filed for the failure to plead in conformity with law.

7. Plaintiff has failed to comply with the requirements of the Pennsylvania Rules of Civil Procedure, in particular the requirements of Rule 1019(h)(i) which require that when a claim is based upon an agreement, that a copy of the agreement must be identified as being a written agreement or oral agreement.

8. Pa. R.C.P. 1019(i) requires that a copy of the agreement, if it is in writing, must be attached.

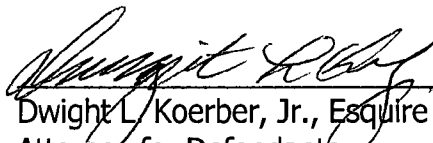
9. The total absence of any documentation to support the allegations herein, including any documentation covering the contractual relationship between the parties, as

well as documents covering the payments that Plaintiff would have already received from Defendants show that Plaintiff has failed to comply with the Pennsylvania Rules of Civil Procedure by failing to furnish a copy of the document(s) that its cause of action is based upon.

10. The Complaint herein is further deficient and in violation of the Pennsylvania Rules of Civil Procedure inasmuch as Plaintiff has failed to attach a proper verification in accordance with the requirements of Pa. R.C.P. 1024(c).

WHEREFORE, Defendant prays that its Preliminary Objections be sustained and that Counts I, II and III and IV of the Complaint be dismissed.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-vs-

*

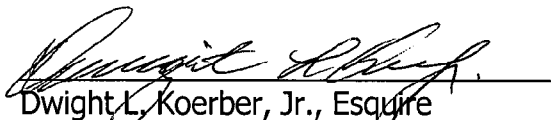
Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

CERTIFICATE OF SERVICE

This is to certify that on the 21st day of April, 2006 the undersigned served
a true and correct copy of the PRELIMINARY OBJECTIONS filed in the above-captioned
matter upon counsel for Plaintiff. Such document was served via United States First Class
Mail upon the following:

Melissa Lang, Esquire
HARVEY, PENNINGTON, LTD.
1835 Market Street, 29th Floor
Philadelphia, PA 19103


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff

*

-vs-

*

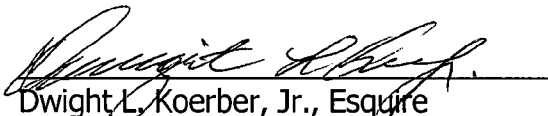
Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley,
Defendants *

CERTIFICATE OF SERVICE

This is to certify that on the 21st day of April, 2006 the undersigned served
a true and correct copy of the PRELIMINARY OBJECTIONS filed in the above-captioned
matter upon counsel for Plaintiff. Such document was served via United States First Class
Mail upon the following:

Melissa Lang, Esquire
HARVEY, PENNINGTON, LTD.
1835 Market Street, 29th Floor
Philadelphia, PA 19103


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

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

Prime Rate Premium Finance Corp., Inc. *
Plaintiff

*

-vs-

*

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley,
Defendants *

Type of Pleading:
PRAECIPE TO ENTER APPEARANCE

Filed on behalf of:
Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

APR 21 2006

0/3/10/14
William A. Shaw

Prothonotary/Clerk of Courts

3 sent to Atty
copy to C/R

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-VS-

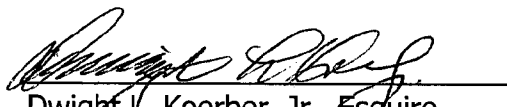
Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

PRAECIPE TO ENTER APPEARANCE

Please enter my appearance on behalf of Defendants, William G. Bowley Insurance,
Inc. and William G. Bowley, in the above-referenced matter.

Respectfully Submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants,
William G. Bowley Insurance, Inc.
and William G. Bowley

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-vs-

*

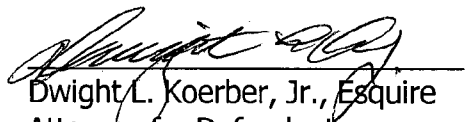
Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

CERTIFICATE OF SERVICE

This is to certify that on the 21st day of April, 2006 the undersigned served a true and correct copy of the PRAECIPE TO ENTER APPEARANCE in the above captioned matter upon counsel for Plaintiff. Such document was served and United States First Class Mail upon the following:

Melissa Lang, Esquire
HARVEY, PENNINGTON, LTD.
1835 Market Street, 29th Floor
Philadelphia, PA 19103


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-VS-

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

ORDER

AND NOW, this 28th day of April, 2006, upon consideration of
Defendants' Preliminary Objections, it is the Order of the Court that argument on
Defendant's Preliminary Objections has been scheduled for the 22nd day of
May, 2006, at 10:30 A.M. in Courtroom No. 1, Clearfield
County Courthouse, Clearfield, PA.

By the Court:

Judith J. Gammelman

, Judge

FILED

APR 28 2006

0/4:00/100

William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO ATTOR
FOR SER

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Prime Rate Premium Finance Corp., Inc.,
Plaintiff,

v.

William G. Bowley Insurance, Inc.,
A Pennsylvania Corporation,
and
William G. Bowley,

Defendants. }

} CIVIL ACTION- LAW
} No. 06-422-CD
}
}
}
}
}

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter, which was filed on
March 20, 2006.

HARVEY ♦ PENNINGTON LTD.

By: 

Melissa Lang
Attorneys for Plaintiff,
Prime Rate Premium Finance Corp., Inc.

Date: April 20, 2006

FILED *Atty pd. 7.00*
m/2:21/06
MAY 01 2006 *3 Complaints*
Reinstated to
William A. Shaw
Prothonotary/Clerk of Courts *Atty*
610

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

Prime Rate Premium Finance Corp., Inc., *
Plaintiff *

-vs-

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *
and William G. Bowley, *
Defendants *

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on behalf of:
Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

Counsel of record for
this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

01/31/06
MAY 02 2006

302
Atty Koerber

William A. Shaw
Prothonotary/Clerk of Courts

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

Prime Rate Premium Finance Corp., Inc., *

Plaintiff

*

-vs-

*

Docket No. 06-422-CD

William G. Bowley Insurance, Inc. *

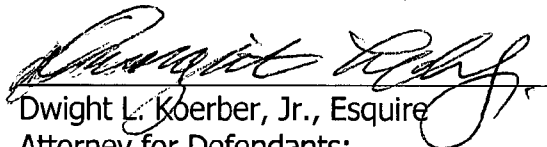
and William G. Bowley,
Defendants

*

CERTIFICATE OF SERVICE

This is to certify that on the 2nd day of May, 2006 the undersigned served a true and correct copy of the ORDER SCHEDULING ARGUMENT ON PRELIMINARY OBJECTIONS issued in the above-captioned matter upon counsel for Plaintiff. Such document was served via United States First Class Mail upon the following:

Melissa Lang, Esquire
HARVEY, PENNINGTON, LTD.
1835 Market Street, 29th Floor
Philadelphia, PA 19103


Dwight L. Koerber, Jr., Esquire
Attorney for Defendants:
William G. Bowley Insurance, Inc.
and William G. Bowley

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101404
NO: 06-422-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: PRIME RATE PREMIUM FINANCE CORP. INC.

vs.

DEFENDANT: WILLIAM G. BOWLEY INSURANCE INC. and WILLIAM G. BOWLEY

SHERIFF RETURN

NOW, April 07, 2006 AT 10:45 AM SERVED THE WITHIN COMPLAINT ON WILLIAM G. BOWLEY INSURANCE, INC. DEFENDANT AT WORK: 90 BEAVER DR., SUITE 123-D, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM BOWLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
9/2:45/01
MAY 03 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101404
NO: 06-422-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: PRIME RATE PREMIUM FINANCE CORP. INC.

vs.

DEFENDANT: WILLIAM G. BOWLEY INSURANCE INC. and WILLIAM G. BOWLEY

SHERIFF RETURN

NOW, April 07, 2006 AT 10:45 AM SERVED THE WITHIN COMPLAINT ON WILLIAM G. BOWLEY DEFENDANT AT WORK: 90 BEAVER DR., SUITE 123-D, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM BOWLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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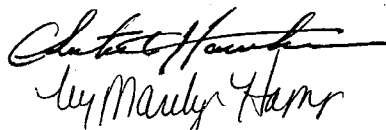
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARVEY	213220	20.00
SHERIFF HAWKINS	HARVEY	213220	57.82

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Prime Rate Premium Finance Corp., Inc.,

Plaintiff,

v.

William G. Bowley Insurance, Inc.,
and
William G. Bowley,
Defendants.

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}
} CIVIL ACTION- LAW
} No. 06-422-CD
}
}
}
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}

ORDER TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above captioned matter discontinued and ended, upon payment
of your costs only.

Respectfully submitted,

HARVEY, PENNINGTON, LTD.

BY: 

Melissa Lang

1835 Market Street, 29th Floor
Philadelphia, PA 19103
(215) 575-4168

Counsel for Plaintiff,
Prime Rate Premium Finance Corporation, Inc.

Dated: 5/3/06

FILED

M/1:44 um

MAY - 5 2006

William A. Shaw
Prothonotary

acc + 2 cert of
disc issued to
Atty Lang
Copy to C/A

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Prime Rate Premium Finance Corp., Inc.,

Plaintiff,

v.

William G. Bowley Insurance, Inc.,
and
William G. Bowley,
Defendants.

}
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}
} CIVIL ACTION- LAW
} No. 06-422-CD
}
}
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}
}

CERTIFICATE OF SERVICE

I, Melissa Lang, counsel for the plaintiff, do hereby certify that I served a true and correct copy of the foregoing Order to Discontinue and End the above referenced matter upon the following counsel of record for the defendants by first class United States mail, postage pre-paid:

Dwight L. Koerber, Jr., Esquire
110 N. Second ST
P.O. Box 1320
Clearfield, PA 16830

Respectfully submitted,

HARVEY, PENNINGTON, LTD.

BY: 

Melissa Lang

1835 Market Street, 29th Floor
Philadelphia, PA 19103
(215) 575-4168

Counsel for Plaintiff,
Prime Rate Premium Finance Corporation, Inc.

Dated: 5/3/06

HARVEY ♦ PENNINGTON LTD.
ATTORNEYS AT LAW

Melissa Lang
Direct Dial: 215-575-4168
Direct Fax: 215-496-4824
E-mail: MELANG@HARVPENN.COM

29th Floor
1835 Market Street
Philadelphia, PA 19103-2989
(215) 563-4470
Fax (215) 568-1044
www.harvpenn.com

May 3, 2006

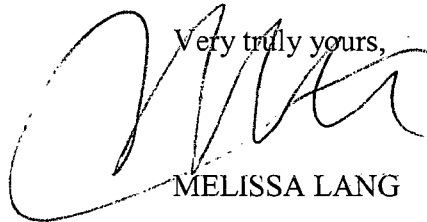
Office of the Prothonotary
Clearfield County Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Re: Prime Rate Premium Finance Corp., Inc. v. William G. Bowley
Insurance, Inc. and William G. Bowley
CCP Clearfield County - No.
Our File No. 62092-03

Dear Deputy Prothonotary:

Enclosed please find an original and two (2) copies of an Order to Discontinue & End the above referenced matter. Kindly file the original as of record with the Court and return a time-stamped copy to me in the enclosed self-addressed stamped envelope.

Thank you.

Very truly yours,

MELISSA LANG

ML/mp
Enclosure

cc: (w/encl.)

Dwight L. Koerber, Jr., Esquire
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Prime Rate Premium Finance Corp., Inc.

Vs.

No. 2006-00422-CD

William G. Bowley Insurance, Inc. and
William G. Bowley

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 May 5, 2006, marked:

Discontinued and ended

Record costs in the sum of \$92.00 have been paid in full by Harvey, Pennington, LTD .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of May A.D. 2006.



William A. Shaw, Prothonotary