

06-933-CD  
Eric Wood vs Allstate Insurance Co.

Eric Wood vs Allstate insurance company  
2006-933-CD

Date: 4/3/2008  
Time: 11:13 AM  
Page 1 of 1

**Clearfield County Court of Common Pleas**

ROA Report  
Case: 2006-00933-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Eric S. Wood vs. Allstate Insurance Company

**Civil Other-COUNT**

Date	Judge
6/12/2006	New Case Filed.
	Filing: Praeclipe for Writ of Summons Paid by: Tucker Arensberg-Dennis Sheaffer Receipt number: 1914223 Dated: 06/12/2006 Amount: \$85.00 (Check) 3CC & 3 Writs to Atty.
7/10/2006	Acceptance of Service, filed. I accept service of the Praeclipe for Writ of Summons on behalf of Defendant Allstate Insurance Company and certify that I am authorized to do so, filed by s/ Robert J. Marino Esq. 1CC Atty.
10/2/2006	Praeclipe For Rule to File Complaint, filed by s/ Marla N. Presley, Esquire. No CC, Rule to Atty. Presley
10/6/2006	Certificate of Service, filed. That a true and correct copy of the foregoing Rule to File Complaint has been served this 4th day of October 2006 on Dennis R. Sheaffer Esq., filed by s/ Marla N. Presley Esq. NO CC.
	Notice of Service of Rule to File Complaint, filed by s/ Marla N. Presley Esq. No Judge No CC.
10/13/2006	Affidavit of Service filed. Mailed a copy of the Rule to File a Complaint in the above entitled action to Dennis R. Sheaffer Esq, filed by s/ Marla N. Presley Esq. No CC.
11/6/2006	Complaint, filed by s/ Dennis R. Sheaffer, Esquire. 1CC to Atty.
12/4/2006	Notice of Filing Notice of Removal, filed by s/ Robert J. Marino, Esquire. No CC
12/18/2006	Order, NOW, this 14th day of Dec., 2006, it is Ordered that the Plaintiff's and Defendant's Joint Motion to Remand is hereby granted and this case is remanded. The Clerk is directed to remand this case to the Court of Common Pleas of Clearfield County. By The Court, /s/ Kim R. Gibson, Judge. No CC <i>Praeclipe to Enter Stipulation</i>
12-26-07	Answer and New Matter to Plaintiff's Complaint, filed by s/ Robert J. Marino, Esquire. No CC
2/22/2007	Plaintiff's Reply to Defendant's New Matter, filed by s/ Dennis R. Sheaffer, Esquire. No CC
7/12/2007	Notice of Service of Response to First Request for Production of Documents Directed to Defendant, Allstate Insurance Company this 9th day of July 2007 to Dennis R. Sheaffer Esq., filed by s/ Marla N. Presley Esq. No CC.
	Notice of Service of Answers to First Set of Interrogatories Directed to Defendant, Allstate Insurance Company this 9th day of July 2007 to Dennis R. Sheaffer Esq., filed by s/ Marla N. Presley Esq. No CC.
2/8/2008	Plaintiff's Motion to Compel Discovery, filed by s/ Dennis R. Sheaffer, Esquire. 1CC Atty. Sheaffer
2/12/2008	Order, this 12th day of Feb., 2008, it is Ordered that argument on Plaintiff's Motion to compel is scheduled for April 8, 2008 at 1:45 p.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Sheaffer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,

PENNSYLVANIA

IN RE

ORD

MAGISTERIAL DISTRICT JUDGES :

:

ORDER

NOW, this 1<sup>st</sup> day of April, 2008, it is the Order of this Court that  
Magisterial District Judge James Hawkins, 46-3-04, be and is hereby assigned  
to preside over the Civil case in the matter of Lomie London vs. Brady  
Towmship, Magisterial District No. CV-114-08, to be heard at Magisterial  
District Judge Patrick Ford's Office, 46-3-01, on April 29, 2008 at 11:00 A.M.,  
to avoid a potential conflict.

FREDERIC J. AMMERMAN

President Judge

BY THE COURT,

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. D6-933-CD  
Civil Action - Law

ERIC S. WOOD,  
138 Treasure Lake  
DuBois, PA 15801-9003

: ALLSTATE INSURANCE COMPANY  
: c/o CT Corporation Systems  
: 1515 Market Street, Suite 1210  
: Philadelphia, PA 19102  
:  
: JURY TRIAL DEMANDED  
:  
Plaintiff(s) and : Defendant(s) and  
Address(es) : Address(es)

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please issue Writ of Summons in the above-captioned action.

Dennis R. Sheaffer, Esquire  
TUCKER ARENSBERG, P.C.  
111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

  
Signature of Attorney

Supreme Court I.D. #39182

Date: 6/9/06

**FILED** 3cc 93 Writs  
M 10:57 AM JUN 12 2006 to Atty  
Atty Ad. \$5.00  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

CC: Y

**SUMMONS**

**Eric S. Wood**

**Vs.**

**NO.: 2006-00933-CD**

**Allstate Insurance Company**

**TO: ALLSTATE INSURANCE COMPANY**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 06/12/2006

William A. Shaw  
William A. Shaw  
Prothonotary

Issuing Attorney:

Dennis R. Sheaffer, Esq.  
Tucker Arensberg, P.C.  
111 North Front Street  
PO Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2006-00933-CD  
Civil Action - Law

ERIC S. WOOD,  
138 Treasure Lake  
DuBois, PA 15801-9003

: ALLSTATE INSURANCE COMPANY  
: c/o CT Corporation Systems  
: 1515 Market Street, Suite 1210  
: Philadelphia, PA 19102

: JURY TRIAL DEMANDED

Plaintiff(s) and  
Address(es)

: Defendant(s) and  
: Address(es)

**ACCEPTANCE OF SERVICE**

I accept service of the Praecepice for Writ of Summons on behalf of Defendant  
AllState Insurance Company and certify that I am authorized to do so.

By: Robert J. Marino  
Robert J. Marino, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Dated: 6/19/06

FILED *CC AMY*  
M 3:16 PM  
JUL 10 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

G.D. No. 2006-00933-CD

**PRAECIPE FOR RULE TO FILE  
COMPLAINT**

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED *Oct 10, 2006* NOCC  
OCT 02 2006 Rule to  
Atty Presley  
William A. Shaw  
Prothonotary/Clerk of Courts  
*GW*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

To the Prothonotary:

Kindly issue a Rule upon the Plaintiff to file a Complaint in the above-captioned action within twenty (20) days from the date of service hereof or suffer a judgment of non pros.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By:



Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Attorneys for Defendant Allstate Insurance  
Company

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Praeclipe for Rule to File Complaint has been served this 29<sup>th</sup> day of September 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire  
Attorney for Defendant

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

Eric S. Wood

Vs.  
Allstate Insurance Company

Case No. 2006-00933-CD

RULE TO FILE COMPLAINT

TO: Eric S. Wood

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

Dated: October 2, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

**RULE TO FILE COMPLAINT**

Defendant.

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED  
OCT 06 2006  
NOCC  
WITNESS

William A. Shaw  
Prothonotary/Clerk of Courts

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

Eric S. Wood

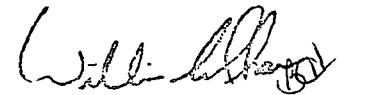
Vs.  
Allstate Insurance Company

Case No. 2006-00933-CD

RULE TO FILE COMPLAINT

TO: Eric S. Wood

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.



\_\_\_\_\_  
William A. Shaw, Prothonotary

Dated: October 2, 2006

CERTIFICATE OF SERVICE

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Rule to File Complaint has been served this 4<sup>th</sup> day of October, 2006, by U.S. certified mail, return receipt requested, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By Marla N. Presley  
Marla N. Presley, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

G.D. No. 2006-00933-CD

**NOTICE OF SERVICE OF RULE TO  
FILE COMPLAINT**

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED  
OCT 06 2006  
NO CC  
WITNESS  
SHERIFF

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF SERVICE**

TO PROTHONOTARY:

I, Marla N. Presley, Esquire, hereby certify that a copy of the attached Rule to File Complaint was served the 4<sup>th</sup> day of October, 2006, upon the persons and in the manner indicated below:

Service by certified mail, return receipt requested:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By:

  
\_\_\_\_\_  
Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Attorneys for Defendant Allstate Insurance  
Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

**RULE TO FILE COMPLAINT**

Defendant.

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

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

Eric S. Wood

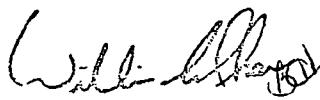
Vs.  
Allstate Insurance Company

Case No. 2006-00933-CD

RULE TO FILE COMPLAINT

TO: Eric S. Wood

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.



\_\_\_\_\_  
William A. Shaw, Prothonotary

Dated: October 2, 2006

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Rule to File Complaint has been served this 4<sup>th</sup> day of October, 2006, by U.S. certified mail, return receipt requested, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By Marla N. Presley  
Marla N. Presley, Esquire  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Service has been served this 4<sup>th</sup> day of October, 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
Marla N. Presley, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

**AFFIDAVIT OF SERVICE**

Defendant.

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED NO CC  
M 10/4/06  
OCT 13 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

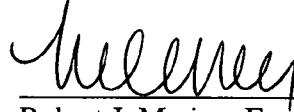
**AFFIDAVIT OF SERVICE**

Before me, the undersigned authority, personally appeared MARLA N. PRESLEY, ESQUIRE, who deposes and says that she mailed a copy of the Rule to File a Complaint in the above-entitled action to Dennis R. Sheaffer, Esquire, Tucker Arensberg, P.C., 111 North Front Street, P. O. Box 889, Harrisburg, PA 17108-0889, on or about October 4, 2006, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED. A copy of the signed RETURN RECEIPT is attached hereto and marked as Exhibit A.

Respectfully submitted,

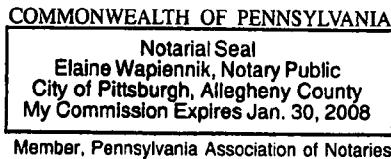
DICKIE, McCAMEY & CHILCOTE, P.C.

By:

  
\_\_\_\_\_  
Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Attorneys for Defendant Allstate Insurance  
Company

Sworn to and subscribed  
before me this 10th day  
of October, 2006.

  
Notary Public



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1.. Article Addressed to:**

Dennis R. Sheaffer, Esquire  
 Tucker Arensberg, P.C.  
 111 North Front Street  
 P. O. Box 889  
 Harrisburg, PA 17108-0889

Wood 1624.295719

**2. Article Number  
 (Transfer from service label)**

7006 0100 0000 6673 1766

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X 11. Presley

Agent  
 Addressee

**B. Received by (Printed Name)**

11.02.2004

**C. Date of Delivery**  
 10-6-06

**D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No**

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes**

UNITED STATES POSTAL SERVICE



First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Marla N. Presley, Esquire  
 Dickie, McCamey & Chilcote, P.C.  
 Two PPG Place – Suite 400  
 Pittsburgh, PA 15222-5402



**EXHIBIT**

**A**

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Affidavit of Service has been served this 11<sup>th</sup> day of October, 2006, by U.S. certified mail, return receipt requested, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire  
Attorney for Defendant

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

**ERIC S. WOOD,**  
Plaintiff,

v.

**ALLSTATE INSURANCE COMPANY,**  
Defendant.

**CIVIL ACTION -- LAW**

**No. 2006-009338-CD**

**Type of Case: Insurance Bad Faith**

**Type of Pleading: Complaint**

**Filed on Behalf of:**

Eric S. Wood,  
Plaintiff.

**Counsel of Record for this Party:**

Dennis R. Sheaffer  
Attorney I.D. No. 39182  
Christopher E. Fisher  
Attorney I.D. No. 201395

Tucker Arensberg, P.C.  
111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

Dated: November 3, 2006

**FILED**

NOV 06 2006

10:40 AM

William A. Shaw  
Prothonotary/Clerk of Courts

(6K)

1 cent to Atte

ERIC S. WOOD, : IN THE COURT OF COMMON PLEAS  
Plaintiff, : CLEARFIELD COUNTY  
V. :  
ALLSTATE INSURANCE : No. 2006-00933-CD  
COMPANY, : CIVIL DIVISION - LAW  
Defendant. : JURY TRIAL DEMANDED

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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, 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. 50-51

<b>ERIC S. WOOD,</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
Plaintiff,	:	<b>CLEARFIELD COUNTY</b>
 v.	:	 <b>No. 2006-009333-CD</b>
 <b>ALLSTATE INSURANCE</b>	:	 <b>CIVIL DIVISION - LAW</b>
<b>COMPANY,</b>	:	 <b>JURY TRIAL DEMANDED</b>
Defendant.	:	

### **COMPLAINT**

AND NOW comes the Plaintiff, Eric S. Wood, by and through his attorneys, TUCKER ARENSBERG, P.C., and pleads as follows:

#### **PARTIES**

1. Plaintiff, Eric S. Wood (hereinafter "Plaintiff"), is an adult individual currently residing at 138 Treasure Lake, Dubois, Clearfield County, Pennsylvania, 15801.
2. Defendant, Allstate Insurance Company (hereinafter "Defendant Allstate"), is an insurance company authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania with a Commercial Registered Office Provider of CT Corporation Systems, 1515 Market Street, Suite 1210, Philadelphia, Philadelphia County, Pennsylvania, 19102.
3. Defendant Allstate was at all times referenced herein, and still is, qualified to transact business as an insurer within the Commonwealth of Pennsylvania and regularly engages in the sale of insurance in Pennsylvania at the present time.
4. This Court has jurisdiction over this matter and venue is proper in Clearfield County on the grounds that Defendant solicits business from residents of Clearfield County and maintains policies of insurance with Clearfield County residents.

#### **FACTUAL BACKGROUND**

5. Paragraphs 1 through 4 are incorporated herein by reference and made a part hereof.

6. William E. Wood and Jane A. Wood obtained an insurance policy with Defendant Allstate for automobile insurance coverage which included coverage for family members as "resident relatives." The Allstate Insurance Policy number is 0 98 778659 12/21. This Policy was in effect at all times relevant hereto. (See, Auto Insurance Policy and Declaration Sheet attached hereto as "Exhibit A").

7. Plaintiff was an insured "resident relative" under the above insurance policy, according to the terms of the Policy, as Plaintiff is the son of William E. and Jane A. Wood, maintaining his residence within his parent's home at all times relevant hereto.

8. Said policy provided for underinsured motorist benefits with a limit of Seventy-Five Thousand Dollars (\$75,000.00). (See also, "Exhibit A").

9. By the terms of the insurance policy, Defendant Allstate provided coverage for Plaintiff for underinsured motorist benefits in accordance with the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1702 et seq., and said policy of insurance was in full force and effect throughout all times relevant hereto.

10. On or about October 1, 2001, at approximately 12:30 a.m., Plaintiff was a properly restrained, front-seat passenger in a 2001 Lexis IS300, being operated by Eric Schuler, and traveling west on Interstate 76, in Philadelphia, Philadelphia County, Pennsylvania. Eric Schuler lost control of the vehicle, hit a barrier on the right-side of the roadway, crossed four lanes of traffic and ultimately hit the highway's center median.

11. As a direct and proximate result of this accident, Plaintiff was violently thrown around the inside of the vehicle, striking the left side of his face against the rearview mirror, knocking him unconscious and resulting in permanent and serious injuries and damages.

12. As a result of this accident, Plaintiff sustained the following injuries:

a. An avulsion of the skin of his left cheek, facial scarring, permanent disfigurement, headaches and various other contusions and abrasions;

- b. Severe physical pain, mental anguish and suffering, humiliation, inconvenience, scarring, embarrassment and loss of life's pleasures;
- c. Present and ongoing limitations in his normal and daily activities;
- d. Present and ongoing physical, nervous, mental and emotional distress;
- e. Present and ongoing impairment to his health, strength and vitality;
- f. Present and ongoing requirements for medicine, medical care, nursing, hospital and/or surgical attention, medical appliances and household care beyond that which he might otherwise recover;
- g. Present and ongoing loss of income and earning capacity beyond that which he may be otherwise entitled to recover; and
- h. Present and ongoing other financial losses beyond that which he may otherwise be entitled to recover.

13. Plaintiff received treatment for these injuries and incurred medical expenses in excess of Thirty Thousand Dollars (\$30,000.00).

14. Shortly after this accident, Defendant Allstate paid the first party medical benefits limits of Five Thousand Dollars (\$5,000.00) on behalf of Plaintiff under his parent's insurance policy, of which Plaintiff was also an insured as a "resident relative."

15. On or about February 5, 2004, Plaintiff's counsel notified Defendant Allstate that he expected to be making a claim for underinsured motorist benefits under his parent's insurance policy. (See, February 5, 2004 letter, attached hereto as "Exhibit B").

16. On or about June 30, 2004, Plaintiff's counsel notified Defendant Allstate, that Plaintiff would in fact be making a claim for underinsured motorist benefits under his parent's insurance policy, and requested that Defendant Allstate consent to the settlement with Eric Schuler for Mr. Schuler's full policy limit. (See, June 30, 2004 letter, attached hereto as "Exhibit C").

17. Knowing that Plaintiff would be seeking underinsured motorist benefits, Defendant Allstate consented to the third party settlement for Eric Schuler's full policy limit, on or about August 2, 2004. (See, August 2, 2004 letter, attached hereto as "Exhibit D").

18. Then, despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate refused to pay the underinsured motorist benefits rightfully due and owing to Plaintiff, on the sole basis that Plaintiff may not be an insured under the policy due to his temporary address in Philadelphia while attending school there as a full-time student.

19. Defendant Allstate either knew that Plaintiff was a "resident relative" at the time of their denial of underinsured motorist benefits, or if they did not know, Defendant Allstate was in possession of information that demonstrated that they should have investigated Plaintiff's status as a "resident relative" before their refusal to honor the underinsured motorist coverage on Plaintiff's claim.

20. Despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate required duplicative proof of Plaintiff's established residence in his parent's home and the temporary nature of his address in Philadelphia while only attending school there.

21. Defendant Allstate subsequently paid Plaintiff's underinsured motorist claim in full, by tendering the underinsured motorist coverage limits of Plaintiff's parent's Policy, however the underinsured motorist benefits was not paid until after Defendant Allstate wrongfully refused to settle this matter, requiring the claim to enter into arbitration, even though Defendant Allstate had all relevant information to form a more than reasonable basis for its liability.

22. Defendant Allstate's wrongful delay in paying Plaintiff's underinsured motorist benefits is without reasonable foundation.

23. Under the circumstances, Defendant Allstate either knew that it lacked a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion, or it recklessly disregarded its lack of a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion.

COUNT I

**BAD FAITH (42 Pa. C.S.A. §8371)**

24. Paragraphs 1 through 23 are incorporated herein by reference and made a part hereof.

25. Defendant Allstate acted in bad faith as that term is used in 42 Pa. C.S.A. § 8371 in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;
- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his;
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff; and
- g. In failing to use due care in handling the claim.

26. All of the foregoing acts of Defendant Allstate were done maliciously, wantonly, willfully, recklessly and/or oppressively and with reckless indifference to the rights of the Plaintiff.

27. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;

- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

28. In addition to the damages cited above, the Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to interest on the amount owed from the date the claim was made by him in an amount equal to the prime rate of interest plus 3%.

29. Additionally, Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to an award of punitive damages and for the assessment of court costs and attorney's fees.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus punitive damages, interest, costs and attorney's fees.

## COUNT II

### **VIOLATION OF MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW** **75 PA. C.S.A. §1716**

30. Paragraphs 1 through 29 are incorporated herein by reference and made a part hereof.

31. Defendant Allstate violated Section 1716 of the Motor Vehicle Financial Responsibility Law in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;

- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his; and
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff.

32. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as

follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

33. In addition to the damages cited above, the Plaintiff is entitled under 75 Pa. C.S.A.

§1716, to interest at the rate of 12% per annum from the date the benefits became due and a reasonable attorney fee based upon actual time expended.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

### COUNT III

#### **BREACH OF CONTRACT**

34. Paragraphs 1 through 33 are incorporated herein by reference and made a part hereof.

35. Defendant Allstate and William E. and Jane A. Wood entered into and maintained a contract of insurance which provided Plaintiff with underinsured motorist coverage as an intended third party beneficiary of the Policy.

36. No later than June 30, 2004, Plaintiff properly notified Defendant Allstate of his claim for underinsured motorist benefits.

37. Defendant Allstate had all relevant information to form a reasonable basis of liability on Plaintiff's claim for underinsured motorist benefits, no later than July 1, 2004.

38. Defendant Allstate refused and failed to timely pay Plaintiff's claim under the underinsured motorist coverage of the Policy and thus breached its contract of insurance with the Plaintiff.

39. Defendant Allstate's refusal and failure to pay Plaintiff the underinsured motorist benefits due under his policy has no reasonable basis.

40. Plaintiff has suffered severe economic harm from the refusal and failure to timely provide the coverage due under the contract of insurance.

41. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

Respectfully submitted,

**TUCKER ARENSBERG, P.C.,**

By:



Dennis R. Sheaffer  
Attorney I.D. No. 39182  
Christopher E. Fisher  
Attorney I.D. No. 201395

111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

Dated: November 3, 2006  
90402.1 (020798-112210)

ATTORNEYS FOR PLAINTIFF

**VERIFICATION**

I, the undersigned, **ERIC S. WOOD** do hereby certify that I am the **PLAINTIFF** in the foregoing action, and that the statements made in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. I understand that any false statements made to this verification are subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 11/1/06



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ERIC S. WOOD

60004.1

**CERTIFICATE OF SERVICE**

AND NOW, this 3<sup>rd</sup> day of November, 2006, I, Dawn T. Heilman, Secretary to Christopher E. Fisher, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Eric S. Wood, hereby certify that I have this day served the foregoing Complaint, by depositing a true and correct copy of the same in the United States Mail, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Dawn T. Heilman  
Dawn T. Heilman

# **EXHIBIT A**

Market Claim Office  
**Allstate Insurance Company**  
1721 Cochran Road  
Pittsburgh, PA 15220-1002  
Bus: (412) 344-9200



February 26, 2004

Tucker Arensberg, P.C.  
Attorneys-at-Law  
111 North Front Street  
Harrisburg, Pa. 17108  
Attention: Dennis Sheaffer, Esquire

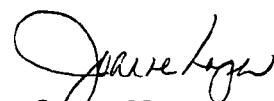
RE: Your Client: Eric S. Wood  
Your File: 020798-112210  
Our Insured: William Wood  
Our File: 694 17 22973 B05/BP1  
Date of Loss: 09/30/2001

Dear Mr. Sheaffer:

Enclosed is a copy of our insured's declaration sheet showing the coverages and limits available on our policy at the time of the loss.

If you have any questions, please give me a call.

Very truly yours,



Joanne Naper  
Casualty Rep'd Processor

Enclosure

received  
3/1/04

Swift Kennedy & CO  
994 Beaver, Box 1032  
Dubois PA 15801

**Your Quick Insurance Check**

- ✓ Verify vehicles and drivers listed on the Policy Declarations and ID cards.
- ✓ Verify the vehicle identification number (VIN) listed on these documents; its accuracy could affect your premium.
- ✓ This is not a bill.



William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

**It's time to renew your policy with Allstate.**

Thanks for choosing Allstate to help with your insurance needs. This policy renewal offer contains your renewal documents and Proof of Insurance cards for any vehicles with liability coverage. In particular, please refer to the Policy Declarations, which lists your coverages, limits, premiums, and any discounts you're receiving.

As you can see, Allstate has changed its renewal materials to make them less bulky and easier to understand. This new package also allows us to communicate with you more directly about important policy information or issues of particular interest to you.

Finally, please note that your bill will arrive soon in a separate mailing.

Thanks again—your business is truly appreciated. Hopefully you'll find that Allstate's new look makes understanding your insurance easier. However, please continue to call me any time you have a question or claim at (814) 371-5270.

Sincerely,

Swift Kennedy & CO  
Your Allstate Agent



# Allstate Insurance Company

## RENEWAL Auto Policy Declarations

### Summary

<b>NAMED INSURED(S)</b> William E & Jane A Wood 138 Treasure Lake Dubois PA 15801-9003	<b>YOUR ALLSTATE AGENT IS</b> Swift Kennedy & CO (814) 371-5270	<b>YOUR BILL</b> lists your payment options.
	994 Beaver, Box 1032 Dubois PA 15801	

<b>POLICY NUMBER</b> 0 98 778659 12/21	<b>POLICY PERIOD</b> June 21, 2001 to Dec. 21, 2001 at 12:01 a.m. standard time
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<b>DRIVER(S) LISTED</b> William	<b>DRIVER(S) EXCLUDED</b> Jane	None
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<b>VEHICLES COVERED</b>	<b>VEHICLE ID NUMBER</b>	<b>LIENHOLDER</b>
1. 96 VW Jetta	3VWSA81H9TM073133	Clearfield Bank & Trust (Auto)
2. 99 Jeep Grand Cher	1J4GW58S6XCT53714	Chrysler Financial Corporation
3. 93 Volvo	YV1_S5508P2056449	None

### Total Premium

Premium for 96 VW Jetta	\$286.80
Premium for 99 Jeep Grand Cher	\$449.90
Premium for 93 Volvo	\$202.90
Premium for Additional Coverages	\$0.90
<b>TOTAL</b>	<b>\$940.50</b>

✓ Your total premium reflects a combined discount of \$354.70

✓ Your total premium reflects a combined surcharge of \$31.00

Your Policy Effective Date is June 21, 2001

IN ACCORDANCE WITH SECTION 1725 OF THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, THIS IS TO INFORM YOU THAT COLLISION DAMAGE TO A RENTAL VEHICLE WILL BE COVERED IF: 1) THE RENTAL VEHICLE IS A FOUR WHEEL PRIVATE PASSENGER AUTOMOBILE OR A UTILITY AUTOMOBILE, AND 2) AT LEAST ONE PREMIUM FOR AUTO COLLISION COVERAGE APPEARS ON YOUR POLICY DECLARATIONS. COVERAGE WILL BE SUBJECT TO DEDUCTIBLES AND TO POLICY TERMS AND CONDITIONS, INCLUDING ANY APPLICABLE ENDORSEMENTS.

AUTO \*510003701052103041630702\*



Information as of  
May 21, 2001

Page 1  
PA010RBD

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 1

### 1996 VW Jetta

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
<b>Automobile Liability Insurance -- Limited Tort</b>				
• Bodily Injury	\$100,000	each person	Not Applicable	\$38.00
	\$300,000	each occurrence		
• Property Damage	\$100,000	each occurrence	Not Applicable	\$33.00
Medical Expenses	\$5,000	each person	Not Applicable	\$13.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance	\$25,000	each person	Not Applicable	\$12.60
Limited Tort / Stacked Limits	\$50,000	each accident		
Underinsured Motorists Insurance	\$25,000	each person	Not Applicable	\$13.80
Limited Tort / Stacked Limits	\$50,000	each accident		
Auto Collision Insurance	Actual Cash Value		\$500	\$96.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$80.00
<b>Total Premium for 96 VW Jetta</b>				<b>\$286.80</b>

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$39.00	Passive Restraint	\$7.10
Multiple Policy	\$16.00	Premier Plus	\$65.00

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 0-3 miles to work/school, adult age 50, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 2

### 1999 Jeep Grand Cher

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance -- Limited Tort			
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable Not Applicable
• Property Damage	\$100,000	each occurrence	Not Applicable
Medical Expenses	\$5,000	each person	Not Applicable
Funeral Expenses	\$2,500	each person	Not Applicable
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable
Auto Collision Insurance	Actual Cash Value	\$500	\$158.00
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$125.00
<b>Total Premium for 99 Jeep Grand Cher</b>			<b>\$449.90</b>

#### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$58.00	Antilock Brakes	\$32.00
Multiple Policy	\$27.00	Passive Restraint	\$7.10

#### SURCHARGES Your premium for this vehicle reflects the following surcharges:

Accident Involvement	\$31.00
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#### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, business use, adult age 53, with no unmarried driver under 25

AUTO \*510003701052103041630703\*



Information as of  
May 21, 2001

Page 3  
PA010RBD

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 3

### 1993 Volvo

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Automobile Liability Insurance -- Limited Tort				
• Bodily Injury	\$100,000	each person	Not Applicable	\$29.00
	\$300,000	each occurrence		
• Property Damage	\$100,000	each occurrence	Not Applicable	\$25.00
Medical Expenses	\$5,000	each person	Not Applicable	\$10.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance	\$25,000	each person	Not Applicable	\$12.50
Limited Tort / Stacked Limits	\$50,000	each accident		
Underinsured Motorists Insurance	\$25,000	each person	Not Applicable	\$14.00
Limited Tort / Stacked Limits	\$50,000	each accident		
Auto Collision Insurance	Actual Cash Value		\$1,000	\$52.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$60.00
Total Premium for 93 Volvo				<b>\$202.90</b>

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Policy	\$13.00	Antilock Brakes	\$12.00
Premier Plus	\$45.00	Multiple Car	\$28.00
Passive Restraint	\$5.10		

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, for pleasure, adult age 53, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21

Your Agent: Swift Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

## Additional Coverage

The following policy coverage is also provided.

COVERAGE	LIMITS	PREMIUM
Automobile Death Indemnity Insurance • Named Insured	\$7,500 benefit	\$0.90
<b>TOTAL</b>		<b>\$0.90</b>

Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

## Your Policy Documents

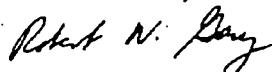
Your auto policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Pennsylvania Auto Insurance Policy form AU137-3
- Loss Payable Clause Endorsement form AU166
- Amendment of Policy Provisions form AU2308
- Amendment of Policy Provisions form AU1900-3

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.



Secretary



President, Personal Lines

AUTO \*510003701052103041630704\*



Information as of  
May 21, 2001

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PA01080

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## Important Notice

### ***How We Use and Protect Your Personal Information***

Allstate shares your concerns about privacy. We understand that you want to know how we treat the personal information that we obtain from you or other sources in the course of providing you with products and services. As an Allstate customer, you may be wondering . . .

- What do we do with the personal information we have about you?
- What kind of personal information do we have, and where did we get it?
- How do we protect that information?
- How can you find out what information we have about you?

We hope this notice will help answer those questions. We want you to know — whether you're doing business with us through your local agent, our Customer Information Center, or [allstate.com](http://allstate.com) — that we respect the privacy of our customers.

#### **What do we do with the personal information we have collected about you?**

Allstate does not disclose any of your personal information, or your medical information, to companies or organizations not affiliated with us that would use the information we have provided them to contact you about their own products and services.

Your agent or broker may use your personal information in his or her files for marketing purposes or to help you with your overall insurance program. We may also use your personal information to communicate with you about products, features, and options you have expressed an interest in or that we believe may be of interest to you. In addition, we may, as permitted by law and without your prior permission, provide personal information about you contained in our records or files to persons or organizations such as:

- persons who perform a business function for us,
- your agent or broker,
- insurance support organizations,
- other insurance companies in order to perform their role in an insurance transaction involving you,
- independent claim adjusters,
- businesses with whom we have a marketing agreement,
- businesses that conduct actuarial or research studies,
- regulatory or law-enforcement authorities,
- our affiliated companies,
- persons requesting information pursuant to subpoena or court order, and
- repair shops and recommended vendors.

#### **What kind of personal information do we have, and where did we get it?**

Much of the personal information that we have about you comes directly from you. You disclosed much of this information to us on your application or request for insurance or other products we offer. We may

AUTO \*510003701052103041630705\*



# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

contact you by telephone or mail for additional information. We also keep information about the types of products and services you purchase from us, as well as account balances and payment history.

Depending on the nature of the transaction you are completing with us, you may be required to provide Allstate, our affiliates, agencies, or other entities working on Allstate's behalf with information. That information may include, for example, your name, address, birthdate, phone number, health information, E-mail address, the types and numbers of the policies you hold, mother's maiden name, Social Security number, credit card information, driver's license number, accident/violation history, information about vehicle operators, mortgages, lien/lease holders, or vehicle information. We may also collect information from our website such as your activity while using our site and information from online collecting devices known as "cookies" (for more information, see our online Privacy Statement at [allstate.com](http://allstate.com)).

We may also collect personal information from outside sources, including consumer reporting agencies and health care providers. This information includes loss information reports, motor vehicle reports, credit reports, and medical information.

## How do we protect your personal information?

When we share personal information with companies working on Allstate's behalf, we protect that personal information where required by law with a confidentiality agreement that obligates those companies to conform to our standards and keep confidential any information about you that we give them. Within Allstate, your personal information is available to those individuals who may need to see it to fulfill and service the needs of Allstate customers. In addition, we communicate regarding the need to protect your information to those individuals who have access to it, and we've established physical, electronic, and procedural safeguards to protect your information.

Finally, should your relationship with Allstate end, your personal information will remain protected in accordance with our privacy practices as outlined in this Important Notice.

## How can you find out what information we have about you?

You may request to either see, or obtain from us by mail, the personal information about you in our records. If you believe the personal information we have about you in our records is incomplete or inaccurate, you may request that we make any necessary corrections, additions or deletions to the disputed personal information. We may make arrangements with an insurance support organization or a consumer reporting agency to copy and disclose personal information to you on our behalf. You may also request a more complete description of the persons to whom we disclose personal information about you, or the circumstances which might warrant such disclosures.

You may send any of the requests listed above in writing to:

Allstate Insurance Company  
Customer Privacy Inquiries  
P.O. Box 11904  
Roanoke, VA 24022

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21      Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## If you are an Internet user . . .

To better serve you, allstate.com provides information about Allstate, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing allstate.com, please be sure to read the Privacy Statement that appears there.

In addition to the information contained in this Important Notice, the allstate.com Privacy Statement provides important information relating to your use of the website, including, for example, information regarding: 1) our use of "cookies," and 2) our collection of information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site. The website notice also contains important information you should consider regarding the degree of security of information transmitted over the Internet.

We hope you have found this Important Notice helpful. If you have any questions or would like more information, please don't hesitate to contact your Allstate agent, call the Allstate Customer Information Center at 1-800-Allstate, or visit allstate.com.

X66702

This notice is being provided on behalf of the following companies:

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
ALLSTATE FLORIDIAN INDEMNITY COMPANY  
ALLSTATE FLORIDIAN INSURANCE COMPANY  
ALLSTATE INDEMNITY COMPANY  
ALLSTATE INSURANCE COMPANY  
ALLSTATE INVESTMENT MANAGEMENT COMPANY (AIMCO)  
ALLSTATE NEW JERSEY INSURANCE COMPANY  
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY  
ALLSTATE TEXAS LLOYD'S  
ALLSTATE TEXAS LLOYD'S, INC.  
FORESTVIEW MORTGAGE INSURANCE COMPANY  
GENERAL UNDERWRITERS AGENCY, INC.  
ROADWAY PROTECTION AUTO CLUB, INC.

AUTO 5100037010521030416307061



# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## Important Notice

### ***State-Required Notices Regarding Your Auto, Motorcycle or Motor Home Insurance***

#### **Penalties for Insurance Fraud**

Pennsylvania law requires us to provide the following notification regarding insurance fraud:

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000. "Penalties for Insurance Fraud" is the only section in this notice that applies to motorcycles.

#### **Tort Options Available With Auto or Motor Home Insurance**

This notice briefly describes the tort options available to you with your auto or motor home policy. The laws of the Commonwealth of Pennsylvania require that you be given the right to choose either of the following two tort options:

- Limited Tort Option—This form of insurance limits your right and the rights of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under the policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of serious injury, as set forth in the policy, or unless one of several other exceptions noted in your policy applies.
- Full Tort Option—This form of insurance allows you to maintain an unrestricted right for yourself and other members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under your policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering or other nonmonetary damages as a result of injuries caused by other drivers.

If you wish to change the tort option indicated on the enclosed Policy Declarations, you must notify your agent, broker, or company, and complete the appropriate form.

#### **Discounts Available With Auto or Motor Home Insurance**

Pennsylvania law requires that we inform you of the availability of the following three discounts:

- Passive Restraint Discount—if your insured motor vehicle is equipped with air bags or passive seat belts, you may qualify for a premium discount on certain coverages. Passive seat belts are those that fasten without any action by the driver or front-seat passenger.
- Anti-Theft Device Discount—you may qualify for a premium discount on your policy's comprehensive coverage if your insured motor vehicle is equipped with a device that would help to prevent your motor vehicle from being stolen, such as certain types of alarms.
- Defensive Driver Discount—if you're age 55 or older and have successfully completed a Motor Vehicle Driver Improvement Course approved by the Pennsylvania Department of Transportation, you may qualify for a 5 percent discount on some coverages. In order to be eligible, you must have voluntarily enrolled in the course.

We offer many other money-saving discounts to qualified policyholders. Any discounts for which you have qualified will be listed on the enclosed Policy Declarations. For more information about any of the discounts we offer, please contact your agent, broker, or company.

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## Important Notice

**Being in good hands is the only place to be.™**

### *Our commitment to you*

By providing quality service and protection, Allstate is committed to giving you greater value for your insurance dollar. As an Allstate customer, you receive:

- Prompt, personalized service from your Allstate agent
- Fast, fair claims service, available 24 hours a day, 365 days a year
- Flexible payment plans
- A lower rate over time if you maintain a good driving record

### *We want to be your company for life*

Life insurance, that is. Whether you want to accumulate cash value income tax-free, supplement another policy, or help ensure that your mortgage can be paid off, Allstate Life Insurance Company has a wide variety of life insurance products to help you meet your family's needs.

### *At your service when you need it the most*

Allstate has the most highly-trained, responsive claims staff in the business, and our goal is to get you back on your feet as quickly as possible. To do our jobs as best we can, we need your help. Please remember to report claims promptly!

### *Did you know ...*

... that Allstate offers continued coverage to more than 98 percent of our auto and homeowner customers each year? It's true, and it gives us a great opportunity to build long-term relationships with valued customers like you.

X5913-1

AUTO \*510003701052103041630707\*





# Allstate Automobile Insurance

## A Quick Guide to This Package

### • IDENTIFICATION CARD

Your identification card must be carried for production upon demand. We suggest that you carry this card in your vehicle.

### • POLICY DECLARATIONS

The Policy Declarations section contains detailed information about your policy such as drivers, vehicles, coverages, limits, and premiums.

### • CHANGE TO YOUR POLICY

This section lists any changes that have been made to your insurance coverage effective at this renewal. Please read through this section carefully.

### • IMPORTANT NOTICE

The Important Notice section provides you with explanations about insurance issues or any other policy information that we think may be helpful to you.

### • QUESTIONS

Do you have any questions about this package? Just call your Allstate agent.

This is not a bill.

IDPA

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card. Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement.

The ID card information may be used for vehicle registration and replacing license plates.

If your liability policy is not in effect, the ID card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the ID card as proof of financial responsibility after the insurance policy is terminated.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
96 VW Jetta

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
3VWSA81H9TM073133

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
99 Jeep Grand Cher

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
1J4GW58S6XC753714

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.



# Allstate Automobile Insurance

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card. Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

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## Pennsylvania Financial Responsibility Identification Card

**Allstate Insurance Company** 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
93 Volvo

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
YV1LS5508P2056449

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

EXPIRATION DATE  
12/21/01

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

(a) You are involved in an auto accident.  
(b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.  
(c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege which has been previously suspended or revoked.

#### If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

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994 Beaver, Box 1032  
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- Get medical attention if needed.
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- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

# **EXHIBIT B**

# FILE COPY

**TUCKER ARENSBERG**  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

February 5, 2004

**Sent Via Facsimile (814) 940-7525**

Mr. Bob Nicewander  
Allstate Claims  
3 Sheraton Drive  
Altoona, PA 16601

**Re: Our Client: Eric S. Wood**  
**Your Insured: William Wood**  
**Date of Accident: 09/30/2001**  
**Claim No.: 6941722973**  
**Our File No.: 020798-112210**

Dear Mr. Nicewander:

Please be advised that we represent Eric Wood for injuries he sustained in an accident on September 30, 2001. Please feel free to contact me if you have any questions or problems regarding my client's claim.

Please prove me with information regarding the coverage for William Wood's vehicles which were in effect on the date of the accident, specifically, I am looking for underinsured motorist coverage, as well as first-party benefits, especially medical benefits.

I expect to be making an underinsured motorist claim. Please contact me upon receipt of this letter to discuss the underinsured claim, as well as the first-party medical claim we will be submitting.

Thank you for your attention to this matter.

Very truly yours,

**TUCKER ARENSBERG, P.C.**



Dennis R. Sheaffer

DRS/pjb  
Enclosure

cc: Bradley S. Tupi, Esquire (w/encl.)

65966.1

## \* \* \* COMMUNICATION RESULT REPORT ( FEB. 5. 2004 4:34PM ) \* \* \*

TTI

TRANSMITTED/STORED FEB. 5. 2004 4:33PM	OPTION	ADDRESS	RESULT	PAGE
FILE MODE				
0907 MEMORY TX		18149407525	OK	2/2

REASON FOR ERROR  
 E-1} HANG UP OR LINE FAIL  
 E-3} NO ANSWER

E-2} BUSY  
 E-4} NO FACSIMILE CONNECTION

**TUCKER ARENSBERG**  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

**FACSIMILE COVER LETTER**

DATE: 2/5/04

**PLEASE DELIVER IMMEDIATELY**

TO: Bob M. Neuwander

ADDRESSEE'S FAX: 814-940-7525

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Wood (Telleum)

File No.: 80798 - 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 2

IF YOU DO NOT RECEIVE ALL 2 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121  
 FACSIMILE: (717) 232-6802

**COMMENTS:**

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL. INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

# **EXHIBIT C**

June 30, 2004

**Sent Via Facsimile (412) 344-3818**

Ms. Joanne Naper  
Allstate Insurance Company  
Market Claim Office  
1721 Cochran Road  
Pittsburgh, PA 15220-1002

Re:	Our Client:	Eric S. Wood
	Your Insured:	William E. Wood
	Date of Accident:	09/30/2001
	Claim No.:	6941722973
	Our File No.:	020798-112210

Dear Ms. Naper:

As you are aware, my client will be proceeding with an underinsured motorist claim for the injuries he sustained in the accident on September 30, 2001. I have now obtained a tender of the policy limits from the liability carrier for the driver of the vehicle in which my client was a passenger. He was the only party that was negligent in the occurrence of this accident. I am enclosing a copy of the letter from Frederick Marr, Adjuster for AAA MidAtlantic Insurance Company, whereby he is tendering the \$25,000.00 policy limits. I am also enclosing an Affidavit of insurance coverage confirming that the tortfeasor, Eric Schuler, had only \$25,000.00 of liability coverage at the time of this accident.

Consequently, I am requesting that you provide me with written authorization to accept the tender of the policy limits, to provide a Release to Mr. Schuler for his liability for the accident question, and to discontinue the civil action that Mr. Wood had filed against Mr. Schuler for his injuries sustained in the accident in question. Please provide me with written confirmation that you have authorized the all of the above. Once I have resolved this matter completely with the liability carrier for Mr. Schuler, I will be in a position to present Mr. Wood's demand for his underinsured motorist claim.

TUCKER ARENSBERG  
Attorneys

Ms. Joanne Naper  
June 30, 2004  
Page 2

---

Should you have any questions, please do not hesitate to contact me. I look forward to receiving a prompt authorization to settle.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/pjb

cc: Mr. Eric Wood  
Bradley S. Tupi, Esquire

## \* \* \* COMMUNICATION RESULT REPORT ( JUN. 30. 2004 4:47PM ) \* \* \*

TTI

TRANSMITTED/STORED JUN. 30. 2004 4:46PM	FILE MODE	OPTION	ADDRESS	RESULT	PAGE
3881 MEMORY TX			14123443818	OK	3/3

REASON FOR ERROR  
 E-1) HANG UP OR LINE FAIL  
 E-3) NO ANSWER

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION

**TUCKER | ARENSBERG**  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

**FACSIMILE COVER LETTER**

DATE: 6/30/04

**PLEASE DELIVER IMMEDIATELY**

TO: Joanne Naper - Allstate

ADDRESSEE'S FAX: 412-344-3818

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Trove

File No.: 20798 - 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 3

IF YOU DO NOT RECEIVE ALL 3 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121  
 FACSIMILE: (717) 232-6802

**COMMENTS:**

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AAA MidAtlantic Insurance Company  
2040 Market Street  
Philadelphia, PA 19103

DATE: 1/20/04  
TO: Dennis Schaffer, Esq  
Fax Number: 717-232-6802  
FROM: Frederick Mall  
Fax Number: 215-864-5084

RE: Certified copy of our IOWS  
DECLARATION PAGE. (S) pg.

Please advise of your clients medical  
package and photos.

C# 3732-4677-080062

Statement of Certification of Insurance

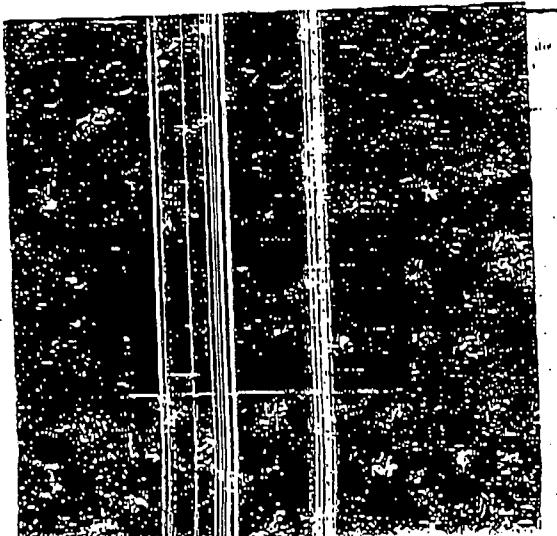
I, Jill Neumayer, do hereby certify that on this thirteenth day of January, 2004, I verified that this copy of the Keystone Insurance Company Policy declaration page for policy 3132 4627, for Eric Schuler is a true and valid business document, pertaining to the policy as issued by Keystone Insurance Company.



Jill Neumayer  
AAA Mid-Atlantic Insurance Group  
Insurance Project Manager

Signed in the above described location  
this 13 day of Jan 2004

*Jill Neumayer*  
*Eric Schuler*



*mail*  
1/14/04

SCANNED

**0-DAMAGE TO YOUR AUTOMOBILE**

Other Than		
Collision Loss	Actual Cash Value Less \$ 250 Deductible	213.00
Collision Loss	Actual Cash Value Less \$ 500 Deductible	651.00

Annual Premium Prior to This Change Is:	\$ 916.00
Change in Premium From 09/13/2001 Through 09/13/2002	\$ 247.00

VEHICLE 1 LOSS PAYEE: CROSS VALLEY CREDIT UNION  
540 BALTIMORE DR, PLAINS, PA 18703

ENDORSEMENT(S) FOR 09/13/2002 PERSONAL AUTO POLICY PAP 89 (PA) EDITION DATE

		VEHICLE(S)
IL0910	Pennsylvania Notice	01/1981 all listed
2333	Important Changes to Your Policy	06/1995 all listed
PP0151	Amendment of Policy Provisions - PA	08/1992 all listed
2360PA	Important Changes to Your Policy	10/1992 all listed
PP0309	Split Liability Limits	04/1986 all listed
PP0338	Split Liability Alternative Information	07/1990 all listed
PP0405	Uninsured/Underinsured Coverage	01/1988 all listed
PP0491	Inclusion Endorsement	02/1987 all listed
PP0A90	Uninsured/Underinsured Motorist Limits - PA	06/1988 all listed
PP0421	Uninsured/Underinsured Motorist Coverage	12/1991 all listed
PP0420	Pennsylvania (Non-Stacked)	07/1990 all listed
PP0417	Split Uninsured Motorist Limits	07/1990 all listed
PP0416	Pennsylvania (Non-Stacked)	07/1990 all listed
PP0551	First Party Benefits Coverage - Pennsylvania	07/1990 all listed

**YOUR PREMIUM IS BASED UPON THE FOLLOWING:**

VEHICLE 1: 2001 LEXUS LS 300 SEDAN 4D; Standard Performance; Symbol 19;

Territory 28, Class Code 49200

PRINCIPAL DRIVER: ERIC SCHULER; 07/25/1975; Male; LIC.# 23642336. Pl; Rated as single

USE: Pleasure - Not driven to work or driven under 3 miles 1 way to work/commuting

point.

**YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING DISCOUNTS:**

LOSS FREE  
AAA MEMBERSHIP 10%  
ANT-THEFT 15%  
PASSIVE RESTRAINT 30%

Vehicle(s)
all listed
all listed
all listed
all listed

NAMED INSURED: ERIC SCHULER

COLLIS ON DAMAGE TO RENTAL VEHICLES

If collision coverage applies to any insured vehicle, it will also apply to a "non-owned" (rental) vehicle. However, in the event that a rental vehicle is being used as a temporary substitute for an insured vehicle which is not so covered, no collision coverage is available. See Policy for details.

LIBERALIZATION CLAUSE

If after issuance of this policy and before its expiration, there be adopted and published for use by the company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall insure to the benefit of this insured hereunder as though such endorsement or substitution of form has been made.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.



AUTHORIZED SIGNATURE/COUNTER SIGNATURE

VEH	BI	PD	UMB	FPB	IPB	F&D	FOR OFFICE USE ONLY					
							COMP	COLL	USE	PERF	ANTI PASS	
MED	10TH	F&ML					THFT	REST				
1	25	24	25	.29	21	.28	34	.57	0	4	15	30

HOME OFFICE COPY

CR 09/18/2001  
Page 03 of 03

**Keystone Insurance Company**

1040 Market Street - Philadelphia, Pa. 19103

**THIS IS A TWELVE MONTH POLICY  
ANNUAL DECLARATIONS**

STANDARD TIME AT INSURED LOCATION

For All Your Insurance Questions Contact:

Agent: CUSTOMER SERVICE  
(800) 845-5063

**Named Insureds**

ERIC SCHULER  
35 KARIN DRIVE  
MOUNTAINTOP, PA 18707

REGIONAL SERVICE CENTER  
KEYSTONE INSURANCE COMPANY  
1125 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18505

Loss Payee Added - Vehicle 01

Loss Payee Deleted

Vehicle Replaced - Vehicle 01

This declaration supersedes all previously issued declarations.

**INSURED VEHICLE(S) & SCHEDULE OF COVERAGE**

This policy provides only those coverages  
for which a premium is shown.

**COVERAGE/LIMITS OF LIABILITY**

**A-BODILY INJURY**

Limited Tort Threshold  
\$25,000 Each Person/\$50,000 Each Accident

PREMIUM  
VEHICLE 01  
\$ 12.00

**PROPERTY DAMAGE**

\$25,000 Each Accident

14.00

**C-UNINSURED MOTORISTS**

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

1.00

**UNDERINSURED MOTORISTS**

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

0.00

**FIRST PARTY BENEFITS**

Medical Expense Benefit \$5,000  
Work Loss Benefit No Coverage  
Funeral Expense Benefit \$2,500  
Accidental Death Benefit \$5,000

5.00  
No rev.  
0.00  
0.00



Mid-Atlantic  
Insurance Group

2040 Market St  
Philadelphia, Pa 19103  
215-864-5000

June 22, 2004

Tucker/Arensberg  
Attorneys at Law  
111 N. Front St.  
Harrisburg, PA 17108-0889

Re: Our Insured: Eric Schuler  
Our File#: 3732-4627-080002  
Date of Loss: 9/30/2001  
Claimant: Eric Wood

Dear Attorney Dennis R. Scheaffer:

Be advised that we are tendering our liability limit of \$25,000.00 as full and final settlement regarding your client, Eric Wood.

We understand that this settlement is contingent on authority being granted by your clients' underinsured motorist carrier, Allstate Insurance Company. We await your response.

Feel free to contact the undersigned with any of your concerns. My hours are Monday through Friday, 8:00 AM to 4:30 PM.

Sincerely

Frederick Marr III  
Liability Specialist  
888-222-0086, x58418

PA State law requires that the following warning be shown on all claims-related correspondence and forms: "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 thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties." (18 Pa. C.S.A. § 4117 (k) (1))

## \* \* \* COMMUNICATION RESULT REPORT ( JUL. 1. 2004 2:39PM ) \* \* \*

TTI

TRANSMITTED/STORED JUL. 1. 2004	2:23PM	OPTION	ADDRESS	RESULT	PAGE
FILE MODE					
3891 MEMORY TX			141,23443818	OK	7/7

REASON FOR ERROR  
 E-1) HANG UP OR LINE FAIL  
 E-3) NO ANSWER

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION

TUCKER ARENSBERG  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 7/1/04

## PLEASE DELIVER IMMEDIATELY

TO: Joanne Maper

ADDRESSEE'S FAX: 412-344-3818

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Stodd

File No.: 20798 - 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 7

IF YOU DO NOT RECEIVE ALL 7 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE:(717) 234-4121  
 FACSIMILE:(717) 232-6802

COMMENTS: Following are attachments  
 which were not included in  
 June 30, 2004, letter.

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# **EXHIBIT D**



PITTSBURGH  
1721 COCHRAN ROAD  
PITTSBURGH PA 15220-1002

||||||||||||||||||||||||||||

TUCKER ARENSBERG  
111 NORTH FRONT STREET  
HARRISBURG PA 17101-1405

August 02, 2004

INSURED: WILLIAM E WOOD  
DATE OF LOSS: September 30, 2001  
CLAIM NUMBER: 6941722973 B05  
Eric S. Wood

PHONE NUMBER: 800-726-8990  
FAX NUMBER: 412-344-3818  
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Dear Mr. Sheaffer:

I am writing regarding your client. Eric S. Wood, for injuries he sustained resulting from the auto accident on or about September 30, 2001.

Be advised Allstate Insurance Company agrees to waive its subrogation interest and you may proceed to settle the pending bodily injury liability claim with Mid Atlantic Insurance Company.

If any questions, contact me Monday through Friday from 8:00am to 4:30pm.

Sincerely,

*SHELIA CRAWFORD*

SHELIA CRAWFORD  
412-572-7241  
Allstate Insurance Company

GENI001

6941722973 B05

**received**  
8/4/04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

G.D. No. 2006-00933-CD

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF FILING NOTICE OF  
REMOVAL**

Code:

Filed on behalf of Defendant, ALLSTATE  
INSURANCE COMPANY

Counsel of record for this party:

Robert J. Marino, Esquire  
PA I.D. # 30284

DICKIE, MCCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

FILED NO CC  
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DEC 04 2006  
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William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF FILING NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that this 1<sup>st</sup> day of December, 2006, the undersigned counsel for the Defendant, Allstate Insurance Company, has filed a Notice of Removal from this action from the Court of Common Pleas of Clearfield County, Pennsylvania, to the United States District Court for the Western District of Pennsylvania. A copy of said Notice of Removal, which has been filed with the United States District Court for the Western District of Pennsylvania, is attached hereto and incorporated herein by reference.

PLEASE TAKE FURTHER NOTICE that pursuant to 28 U.S.C. §1332, the filing of the Notice of Removal in the United States District Court for the Western District of Pennsylvania, and the filing of this Notice, effectuates the removal of this action in the above-captioned Court and may proceed no further unless and until the case is remanded.

Dated: December 1, 2006

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By Robert J. Marino  
Robert J. Marino, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5220

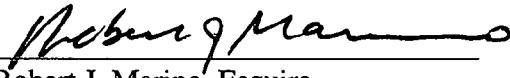
Attorneys for Defendant, Allstate Insurance  
Company

**CERTIFICATE OF SERVICE**

I, Robert J. Marino, Esquire, hereby certify that true and correct copies of the foregoing Notice of Filing of Notice of Removal have been served this 1<sup>st</sup> day of December, 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Christopher Fisher, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
Robert J. Marino, Esquire

Attorneys for Defendant, Allstate Insurance  
Company

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF  
PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

CIVIL CASE NO.:

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF REMOVAL**

AND NOW, comes the Defendant, Allstate Insurance Company, by and through their counsel, Dickie, McCamey & Chilcote, P.C., and Robert J. Marino, Esquire, and files this Notice of Removal of the above captioned case from the Court of Common Pleas of Clearfield County, Pennsylvania where it has been assigned Civil Division Number 2006-00933, to the United States District Court for the Western District of Pennsylvania, and in support thereof avers as follows:

1. This action was commenced in the Court of Common Pleas of Clearfield County, Pennsylvania on June 12, 2006, by Writ of Summons.
2. On November 3, 2006 Plaintiff filed a Complaint sounding in statutory bad faith, alleged violations of the Pennsylvania Motor Vehicle Financial Responsibility Law, and breach of contract. (A true and correct copy of the Plaintiff's Complaint is attached hereto as Exhibit "A").
3. The Complaint arises out of an underlying claim made to Allstate Insurance Company for underinsured motorist benefits on behalf of the Plaintiff.

4. The Complaint avers that Plaintiff sustained serious injuries when involved in a motor vehicle accident on October 1, 2001. The Complaint further avers that the Defendant's handling of the claim for underinsured motorist benefits was done in bad faith, in violation of the Pennsylvania Motor Vehicle Financial Responsibility Law and in breach of the insurance agreement. (See Exhibit "A")

5. Based upon the allegation of the Complaint, the Plaintiff is a resident of Clearfield County, in the Commonwealth of Pennsylvania. (See Exhibit "A")

6. Defendant, Allstate Insurance Company is an Illinois Corporation, with a principal place of business in Northbrook, Cook County, Illinois. Defendant, Allstate Insurance Company, was not at the time of the commencement of this action, and is not now, a citizen of the Commonwealth of Pennsylvania.

7. In his Complaint, the Plaintiff is seeking monetary damages, including punitive damages, attorneys' fees, interest, and costs.

8. Although not specifically demanded in the Complaint, the value of the benefits being sought clearly exceeds \$75,000.00, exclusive of interest and costs. Further, where the amount in controversy is unclear from the face of the Complaint, the Court may make an independent appraisal of the claim, after a generous reading of the Complaint, and arrive at a reasonable value of the amount being litigated. Cases have upheld such appraisals to include the value of both compensatory and punitive damages. Bachman Company v. McDonald, 173 F. Supp. 2d 318, 322-323 (E.D. Pa. 2001); Angus v. Shiley, Inc., 989 F. 2d 142 (3<sup>rd</sup> Cir. 1993); Cincaglione v. Southerlin, 2004 U.S. Dist. LEXIS 18589 (E.D.Pa 2004)(Court ruled that when an indeterminate value is demanded, the amount in controversy is not measured by the low end of an open ended claim.)

9. Clearfield County, Pennsylvania, where this action was initially filed is within the jurisdiction of the United States District Court for the Western District of Pennsylvania.

10. The Court has original jurisdiction of this action based upon the complete diversity of citizenship pursuant to 28 U.S.C. §1332, and this action is removable from the state court under the provisions of 28 U.S.C. §1441, et seq.

11. Concurrent with the filing of this document with the United States District Court for the Western District of Pennsylvania, Defendant have filed with the Clearfield County Court of Common Pleas and served upon Plaintiff's counsel a Notice of Removal, advising the state court and Plaintiff's counsel that this Defendant has removed this action to the United States District Court for the Western District of Pennsylvania. (A true and correct copy of said Notice of Filing of Notice of Removal is attached hereto as Exhibit "B").

WHEREFORE, Defendant, Allstate Insurance Company, prays that this case be removed from the Court of Common Pleas of Cambria County, Pennsylvania to the United States District Court for the Western District of Pennsylvania.

Dated: December 1, 2006

Respectfully submitted:

DICKIE, McCAMEY & CHILCOTE, P.C.

BY: Robert J. Marino  
Robert J. Marino, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 281-7272

Attorneys for Defendant, Allstate Insurance  
Company

**CERTIFICATE OF SERVICE**

I, Robert J. Marino, Esquire, hereby certify that true and correct copies of the foregoing Notice of Removal have been served this 1<sup>st</sup> day of December, 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Christopher Fisher, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By Robert J. Marino  
Robert J. Marino, Esquire

Attorneys for Defendant, Allstate Insurance  
Company

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

ERIC S. WOOD,  
Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,  
Defendant.

**CIVIL ACTION -- LAW**

No. 2006-009333-CD

Type of Case: Insurance Bad Faith

Type of Pleading: Complaint

Filed on Behalf of:

Eric S. Wood,

Plaintiff.

Counsel of Record for this Party:

Dennis R. Sheaffer

Attorney I.D. No. 39182

Christopher E. Fisher

Attorney I.D. No. 201395

Tucker Arensberg, P.C.

111 North Front Street

P.O. Box 889

Harrisburg, PA 17108-0889

(717) 234-4121

Dated: November 3, 2006

NOV 6 2006

**EXHIBIT  
A**

ERIC S. WOOD,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CLEARFIELD COUNTY
	:	
V.	:	No. 2006-009333-CD
	:	CIVIL DIVISION - LAW
ALLSTATE INSURANCE	:	
COMPANY,	:	JURY TRIAL DEMANDED
Defendant.	:	

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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, 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. 50-51

ERIC S. WOOD,	:	IN THE COURT OF COMMON PLEAS
		CLEARFIELD COUNTY
Plaintiff,	:	
V.	:	No. 2006-009333-CD
		CIVIL DIVISION - LAW
ALLSTATE INSURANCE	:	JURY TRIAL DEMANDED
COMPANY,		
Defendant.		

### COMPLAINT

AND NOW comes the Plaintiff, Eric S. Wood, by and through his attorneys, TUCKER ARENSBERG, P.C., and pleads as follows:

### PARTIES

1. Plaintiff, Eric S. Wood (hereinafter "Plaintiff"), is an adult individual currently residing at 138 Treasure Lake, Dubois, Clearfield County, Pennsylvania, 15801.
2. Defendant, Allstate Insurance Company (hereinafter "Defendant Allstate"), is an insurance company authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania with a Commercial Registered Office Provider of CT Corporation Systems, 1515 Market Street, Suite 1210, Philadelphia, Philadelphia County, Pennsylvania, 19102.
3. Defendant Allstate was at all times referenced herein, and still is, qualified to transact business as an insurer within the Commonwealth of Pennsylvania and regularly engages in the sale of insurance in Pennsylvania at the present time.
4. This Court has jurisdiction over this matter and venue is proper in Clearfield County on the grounds that Defendant solicits business from residents of Clearfield County and maintains policies of insurance with Clearfield County residents.

### FACTUAL BACKGROUND

5. Paragraphs 1 through 4 are incorporated herein by reference and made a part hereof.

6. William E. Wood and Jane A. Wood obtained an insurance policy with Defendant Allstate for automobile insurance coverage which included coverage for family members as "resident relatives." The Allstate Insurance Policy number is 0 98 778659 12/21. This Policy was in effect at all times relevant hereto. (See, Auto Insurance Policy and Declaration Sheet attached hereto as "Exhibit A").

7. Plaintiff was an insured "resident relative" under the above insurance policy, according to the terms of the Policy, as Plaintiff is the son of William E. and Jane A. Wood, maintaining his residence within his parent's home at all times relevant hereto.

8. Said policy provided for underinsured motorist benefits with a limit of Seventy-Five Thousand Dollars (\$75,000.00). (See also, "Exhibit A").

9. By the terms of the insurance policy, Defendant Allstate provided coverage for Plaintiff for underinsured motorist benefits in accordance with the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1702 et seq., and said policy of insurance was in full force and effect throughout all times relevant hereto.

10. On or about October 1, 2001, at approximately 12:30 a.m., Plaintiff was a properly restrained, front-seat passenger in a 2001 Lexis IS300, being operated by Eric Schuler, and traveling west on Interstate 76, in Philadelphia, Philadelphia County, Pennsylvania. Eric Schuler lost control of the vehicle, hit a barrier on the right-side of the roadway, crossed four lanes of traffic and ultimately hit the highway's center median.

11. As a direct and proximate result of this accident, Plaintiff was violently thrown around the inside of the vehicle, striking the left side of his face against the rearview mirror, knocking him unconscious and resulting in permanent and serious injuries and damages.

12. As a result of this accident, Plaintiff sustained the following injuries:

a. An avulsion of the skin of his left cheek, facial scarring, permanent disfigurement, headaches and various other contusions and abrasions;

- b. Severe physical pain, mental anguish and suffering, humiliation, inconvenience, scarring, embarrassment and loss of life's pleasures;
- c. Present and ongoing limitations in his normal and daily activities;
- d. Present and ongoing physical, nervous, mental and emotional distress;
- e. Present and ongoing impairment to his health, strength and vitality;
- f. Present and ongoing requirements for medicine, medical care, nursing, hospital and/or surgical attention, medical appliances and household care beyond that which he might otherwise recover;
- g. Present and ongoing loss of income and earning capacity beyond that which he may be otherwise entitled to recover; and
- h. Present and ongoing other financial losses beyond that which he may otherwise be entitled to recover.

13. Plaintiff received treatment for these injuries and incurred medical expenses in excess of Thirty Thousand Dollars (\$30,000.00).

14. Shortly after this accident, Defendant Allstate paid the first party medical benefits limits of Five Thousand Dollars (\$5,000.00) on behalf of Plaintiff under his parent's insurance policy, of which Plaintiff was also an insured as a "resident relative."

15. On or about February 5, 2004, Plaintiff's counsel notified Defendant Allstate that he expected to be making a claim for underinsured motorist benefits under his parent's insurance policy. (See, February 5, 2004 letter, attached hereto as "Exhibit B").

16. On or about June 30, 2004, Plaintiff's counsel notified Defendant Allstate, that Plaintiff would in fact be making a claim for underinsured motorist benefits under his parent's insurance policy, and requested that Defendant Allstate consent to the settlement with Eric Schuler for Mr. Schuler's full policy limit. (See, June 30, 2004 letter, attached hereto as "Exhibit C").

17. Knowing that Plaintiff would be seeking underinsured motorist benefits, Defendant Allstate consented to the third party settlement for Eric Schuler's full policy limit, on or about August 2, 2004. (See, August 2, 2004 letter, attached hereto as "Exhibit D").

18. Then, despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate refused to pay the underinsured motorist benefits rightfully due and owing to Plaintiff, on the sole basis that Plaintiff may not be an insured under the policy due to his temporary address in Philadelphia while attending school there as a full-time student.

19. Defendant Allstate either knew that Plaintiff was a "resident relative" at the time of their denial of underinsured motorist benefits, or if they did not know, Defendant Allstate was in possession of information that demonstrated that they should have investigated Plaintiff's status as a "resident relative" before their refusal to honor the underinsured motorist coverage on Plaintiff's claim.

20. Despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate required duplicative proof of Plaintiff's established residence in his parent's home and the temporary nature of his address in Philadelphia while only attending school there.

21. Defendant Allstate subsequently paid Plaintiff's underinsured motorist claim in full, by tendering the underinsured motorist coverage limits of Plaintiff's parent's Policy, however the underinsured motorist benefits was not paid until after Defendant Allstate wrongfully refused to settle this matter, requiring the claim to enter into arbitration, even though Defendant Allstate had all relevant information to form a more than reasonable basis for its liability.

22. Defendant Allstate's wrongful delay in paying Plaintiff's underinsured motorist benefits is without reasonable foundation.

23. Under the circumstances, Defendant Allstate either knew that it lacked a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion, or it recklessly disregarded its lack of a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion.

COUNT I

BAD FAITH (42 Pa. C.S.A. §8371)

24. Paragraphs 1 through 23 are incorporated herein by reference and made a part hereof.

25. Defendant Allstate acted in bad faith as that term is used in 42 Pa. C.S.A. § 8371 in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;
- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his;
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff; and
- g. In failing to use due care in handling the claim.

26. All of the foregoing acts of Defendant Allstate were done maliciously, wantonly, willfully, recklessly and/or oppressively and with reckless indifference to the rights of the Plaintiff.

27. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;

- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

28. In addition to the damages cited above, the Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to interest on the amount owed from the date the claim was made by him in an amount equal to the prime rate of interest plus 3%.

29. Additionally, Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to an award of punitive damages and for the assessment of court costs and attorney's fees.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus punitive damages, interest, costs and attorney's fees.

## COUNT II

### VIOLATION OF MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW 75 PA. C.S.A. §1716

30. Paragraphs 1 through 29 are incorporated herein by reference and made a part hereof.

31. Defendant Allstate violated Section 1716 of the Motor Vehicle Financial Responsibility Law in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;

- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his; and
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff.

32. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

33. In addition to the damages cited above, the Plaintiff is entitled under 75 Pa. C.S.A. §1716, to interest at the rate of 12% per annum from the date the benefits became due and a reasonable attorney fee based upon actual time expended.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

### COUNT III

#### BREACH OF CONTRACT

34. Paragraphs 1 through 33 are incorporated herein by reference and made a part hereof.

35. Defendant Allstate and William E. and Jane A. Wood entered into and maintained a contract of insurance which provided Plaintiff with underinsured motorist coverage as an intended third party beneficiary of the Policy.

36. No later than June 30, 2004, Plaintiff properly notified Defendant Allstate of his claim for underinsured motorist benefits.

37. Defendant Allstate had all relevant information to form a reasonable basis of liability on Plaintiff's claim for underinsured motorist benefits, no later than July 1, 2004.

38. Defendant Allstate refused and failed to timely pay Plaintiff's claim under the underinsured motorist coverage of the Policy and thus breached its contract of insurance with the Plaintiff.

39. Defendant Allstate's refusal and failure to pay Plaintiff the underinsured motorist benefits due under his policy has no reasonable basis.

40. Plaintiff has suffered severe economic harm from the refusal and failure to timely provide the coverage due under the contract of insurance.

41. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

Respectfully submitted,

**TUCKER ARENSBERG, P.C.,**

By:

  
Dennis R. Sheaffer  
Attorney I.D. No. 39182  
Christopher E. Fisher  
Attorney I.D. No. 201395

111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

Dated: November 3, 2006  
90402.1 (020798-112210)

ATTORNEYS FOR PLAINTIFF

**VERIFICATION**

I, the undersigned, ERIC S. WOOD do hereby certify that I am the **PLAINTIFF** in the foregoing action, and that the statements made in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. I understand that any false statements made to this verification are subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 11/1/06

  
ERIC S. WOOD

60004.1

**CERTIFICATE OF SERVICE**

AND NOW, this 3<sup>rd</sup> day of November, 2006, I, Dawn T. Heilman, Secretary to Christopher E. Fisher, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Eric S. Wood, hereby certify that I have this day served the foregoing Complaint, by depositing a true and correct copy of the same in the United States Mail, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Dawn T. Heilman  
Dawn T. Heilman

# **EXHIBIT A**

Market Claim Office  
**Allstate Insurance Company**  
1721 Cochran Road  
Pittsburgh, PA 15220-1002  
Bus: (412) 344-9200



February 26, 2004

Tucker Arensberg, P.C.  
Attorneys-at-Law  
111 North Front Street  
Harrisburg, Pa. 17108  
Attention: Dennis Sheaffer, Esquire

RE: Your Client: Eric S. Wood  
Your File: 020798-112210  
Our Insured: William Wood  
Our File: 694 17 22973 B05/BP1  
Date of Loss: 09/30/2001

Dear Mr. Sheaffer:

Enclosed is a copy of our insured's declaration sheet showing the coverages and limits available on our policy at the time of the loss.

If you have any questions, please give me a call.

Very truly yours,

*Joanne Naper*  
Joanne Naper  
Casualty Rep'd Processor

Enclosure

**received**  
3/1/04

Swift Kennedy & CO  
994 Beaver, Box 1032  
Dubois PA 15801

**Your Quick Insurance Check**

- ✓ Verify vehicles and drivers listed on the Policy Declarations and ID cards.
- ✓ Verify the vehicle identification number (VIN) listed on these documents; its accuracy could affect your premium.
- ✓ This is not a bill.

|||||

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

It's time to renew your policy with Allstate.

Thanks for choosing Allstate to help with your insurance needs. This policy renewal offer contains your renewal documents and Proof of Insurance cards for any vehicles with liability coverage. In particular, please refer to the Policy Declarations, which lists your coverages, limits, premiums, and any discounts you're receiving.

As you can see, Allstate has changed its renewal materials to make them less bulky and easier to understand. This new package also allows us to communicate with you more directly about important policy information or issues of particular interest to you.

Finally, please note that your bill will arrive soon in a separate mailing.

Thanks again—your business is truly appreciated. Hopefully you'll find that Allstate's new look makes understanding your insurance easier. However, please continue to call me any time you have a question or claim at (814) 371-5270.

Sincerely,

*Mark E. Shaffer*

Swift Kennedy & CO  
Your Allstate Agent



**RENEWAL**  
**Auto Policy Declarations**

***Summary***

**NAMED INSURED(S)**  
 William E & Jane A Wood  
 138 Treasure Lake  
 Dubois PA 15801-9003

**YOUR ALLSTATE AGENT IS**  
 Swift Kennedy & CO  
 (814) 371-5270  
 994 Beaver, Box 1032  
 Dubois PA 15801

**YOUR BILL**  
 lists your payment options.

**POLICY NUMBER**  
 0 98 778659 12/21

**POLICY PERIOD**  
 June 21, 2001 to Dec. 21, 2001 at 12:01 a.m. standard time

**DRIVER(S) LISTED**  
 William                   Jane

**DRIVER(S) EXCLUDED**  
 None

**VEHICLES COVERED**

1. 96 VW Jetta	VEHICLE ID NUMBER 3VWSA81H9TM073133	LIENHOLDER Clearfield Bank & Trust (Auto)
2. 99 Jeep Grand Cher	1J4GW58S6XC753714	Chrysler Financial Corporation
3. 93 Volvo	YV1LS5508P2056449	None

***Total Premium***

Premium for 96 VW Jetta	\$286.80
Premium for 99 Jeep Grand Cher	\$449.90
Premium for 93 Volvo	\$202.90
Premium for Additional Coverages	\$0.90
<b>TOTAL</b>	<b>\$940.50</b>

✓ Your total premium reflects a combined discount of \$354.70

✓ Your total premium reflects a combined surcharge of \$31.00

**Your Policy Effective Date is June 21, 2001**

IN ACCORDANCE WITH SECTION 1725 OF THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, THIS IS TO INFORM YOU THAT COLLISION DAMAGE TO A RENTAL VEHICLE WILL BE COVERED IF: 1) THE RENTAL VEHICLE IS A FOUR WHEEL PRIVATE PASSENGER AUTOMOBILE OR A UTILITY AUTOMOBILE, AND 2) AT LEAST ONE PREMIUM FOR AUTO COLLISION COVERAGE APPEARS ON YOUR POLICY DECLARATIONS. COVERAGE WILL BE SUBJECT TO DEDUCTIBLES AND TO POLICY TERMS AND CONDITIONS, INCLUDING ANY APPLICABLE ENDORSEMENTS.

AUTO \*510003701052103041630702\*



Information as of  
May 21, 2001

Page 1  
PA01CR8D

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## COVERAGE FOR VEHICLE # 1

### 1996 VW Jetta

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM	
Automobile Liability Insurance -- Limited Tort				
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable	\$38.00
• Property Damage	\$100,000	each occurrence	Not Applicable	\$33.00
Medical Expenses	\$5,000	each person	Not Applicable	\$13.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$12.60
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$13.80
Auto Collision Insurance	Actual Cash Value	\$500	\$96.00	
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$80.00	
Total Premium for 96 VW Jetta			\$286.80	

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$39.00	Passive Restraint	\$7.10
Multiple Policy	\$16.00	Premier Plus	\$65.00

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 0-3 miles to work/school, adult age 50, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
 Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 2

### 1999 Jeep Grand Cher

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
<b>Automobile Liability Insurance -- Limited Tort</b>				
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable	\$62.00
• Property Damage	\$100,000	each occurrence	Not Applicable	\$61.00
Medical Expenses	\$5,000	each person	Not Applicable	\$17.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$12.50
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$14.00
Auto Collision Insurance	Actual Cash Value		\$500	\$158.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$125.00
<b>Total Premium for 99 Jeep Grand Cher</b>				<b>\$449.90</b>

#### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$58.00	Antilock Brakes	\$32.00
Multiple Policy	\$27.00	Passive Restraint	\$7.10

#### SURCHARGES Your premium for this vehicle reflects the following surcharges:

Accident Involvement	\$31.00
----------------------	---------

#### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, business use, adult age 53, with no unmarried driver under 25

AUTO 510003701052103041630703



Information as of  
May 21, 2001

Page 3  
PA01088D

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 3

### 1993 Volvo

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Automobile Liability Insurance -- Limited Tort				
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable	\$29.00
• Property Damage	\$100,000	each occurrence	Not Applicable	\$25.00
Medical Expenses	\$5,000	each person	Not Applicable	\$10.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$12.50
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$14.00
Auto Collision Insurance	Actual Cash Value		\$1,000	\$52.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$60.00
<b>Total Premium for 93 Volvo</b>				<b>\$202.90</b>

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Policy	\$13.00	Antilock Brakes	\$12.00
Premier Plus	\$45.00	Multiple Car	\$28.00
Passive Restraint	\$5.10		

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, for pleasure, adult age 53, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number: 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## Additional Coverage

The following policy coverage is also provided.

COVERAGE	LIMITS	PREMIUM
Automobile Death Indemnity Insurance • Named Insured	\$7,500 benefit	\$0.90
<b>TOTAL</b>		<b>\$0.90</b>

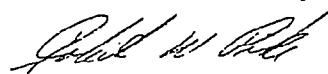
Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

## Your Policy Documents

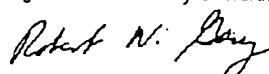
Your auto policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Pennsylvania Auto Insurance Policy form AU137-3
- Amendment of Policy Provisions form AU2308
- Loss Payable Clause Endorsement form AU166
- Amendment of Policy Provisions form AU1900-3

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.



Secretary



President, Personal Lines

AUTO 510003701052103041630704



Information as of  
May 21, 2001  
PA010R8D

Page 5

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swill Kennedy & CO (814) 371-5270

## Important Notice

### *How We Use and Protect Your Personal Information*

Allstate shares your concerns about privacy. We understand that you want to know how we treat the personal information that we obtain from you or other sources in the course of providing you with products and services. As an Allstate customer, you may be wondering . . .

- What do we do with the personal information we have about you?
- What kind of personal information do we have, and where did we get it?
- How do we protect that information?
- How can you find out what information we have about you?

We hope this notice will help answer those questions. We want you to know — whether you're doing business with us through your local agent, our Customer Information Center, or [allstate.com](http://allstate.com) — that we respect the privacy of our customers.

#### **What do we do with the personal information we have collected about you?**

Allstate does not disclose any of your personal information, or your medical information, to companies or organizations not affiliated with us that would use the information we have provided them to contact you about their own products and services.

Your agent or broker may use your personal information in his or her files for marketing purposes or to help you with your overall insurance program. We may also use your personal information to communicate with you about products, features, and options you have expressed an interest in or that we believe may be of interest to you. In addition, we may, as permitted by law and without your prior permission, provide personal information about you contained in our records or files to persons or organizations such as:

- persons who perform a business function for us,
- your agent or broker,
- insurance support organizations,
- other insurance companies in order to perform their role in an insurance transaction involving you,
- independent claim adjusters,
- businesses with whom we have a marketing agreement,
- businesses that conduct actuarial or research studies,
- regulatory or law-enforcement authorities,
- our affiliated companies,
- persons requesting information pursuant to subpoena or court order, and
- repair shops and recommended vendors.

#### **What kind of personal information do we have, and where did we get it?**

Much of the personal information that we have about you comes directly from you. You disclosed much of this information to us on your application or request for insurance or other products we offer. We may

AUTO 510003701052103041630705



# Allstate Insurance Company

Policy Number: 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

contact you by telephone or mail for additional information. We also keep information about the types of products and services you purchase from us, as well as account balances and payment history.

Depending on the nature of the transaction you are completing with us, you may be required to provide Allstate, our affiliates, agencies, or other entities working on Allstate's behalf with information. That information may include, for example, your name, address, birthdate, phone number, health information, E-mail address, the types and numbers of the policies you hold, mother's maiden name, Social Security number, credit card information, driver's license number, accident/violation history, information about vehicle operators, mortgages, lien/lease holders, or vehicle information. We may also collect information from our website such as your activity while using our site and information from online collecting devices known as "cookies" (for more information, see our online Privacy Statement at [allstate.com](http://allstate.com)).

We may also collect personal information from outside sources, including consumer reporting agencies and health care providers. This information includes loss information reports, motor vehicle reports, credit reports, and medical information.

## How do we protect your personal information?

When we share personal information with companies working on Allstate's behalf, we protect that personal information where required by law with a confidentiality agreement that obligates those companies to conform to our standards and keep confidential any information about you that we give them. Within Allstate, your personal information is available to those individuals who may need to see it to fulfill and service the needs of Allstate customers. In addition, we communicate regarding the need to protect your information to those individuals who have access to it, and we've established physical, electronic, and procedural safeguards to protect your information.

Finally, should your relationship with Allstate end, your personal information will remain protected in accordance with our privacy practices as outlined in this Important Notice.

## How can you find out what information we have about you?

You may request to either see, or obtain from us by mail, the personal information about you in our records. If you believe the personal information we have about you in our records is incomplete or inaccurate, you may request that we make any necessary corrections, additions or deletions to the disputed personal information. We may make arrangements with an insurance support organization or a consumer reporting agency to copy and disclose personal information to you on our behalf. You may also request a more complete description of the persons to whom we disclose personal information about you, or the circumstances which might warrant such disclosures.

You may send any of the requests listed above in writing to:

Allstate Insurance Company  
Customer Privacy Inquiries  
P.O. Box 11904  
Roanoke, VA 24022

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

If you are an Internet user . . .

To better serve you, allstate.com provides information about Allstate, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing allstate.com, please be sure to read the Privacy Statement that appears there.

In addition to the information contained in this Important Notice, the allstate.com Privacy Statement provides important information relating to your use of the website, including, for example, information regarding: 1) our use of "cookies," and 2) our collection of information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site. The website notice also contains important information you should consider regarding the degree of security of information transmitted over the Internet.

We hope you have found this Important Notice helpful. If you have any questions or would like more information, please don't hesitate to contact your Allstate agent, call the Allstate Customer Information Center at 1-800-Allstate, or visit allstate.com.

X66702

This notice is being provided on behalf of the following companies:

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
ALLSTATE FLORIDIAN INDEMNITY COMPANY  
ALLSTATE FLORIDIAN INSURANCE COMPANY  
ALLSTATE INDEMNITY COMPANY  
ALLSTATE INSURANCE COMPANY  
ALLSTATE INVESTMENT MANAGEMENT COMPANY {AIMCO}  
ALLSTATE NEW JERSEY INSURANCE COMPANY  
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY  
ALLSTATE TEXAS LLOYD'S  
ALLSTATE TEXAS LLOYD'S, INC.  
FORESTVIEW MORTGAGE INSURANCE COMPANY  
GENERAL UNDERWRITERS AGENCY, INC.  
ROADWAY PROTECTION AUTO CLUB, INC.

AUTO 510003701052103041630706



# Allstate Insurance Company

Policy Number: 0 98 778659 12/21

Your Agent: Swift Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

## Important Notice

### *State-Required Notices Regarding Your Auto, Motorcycle or Motor Home Insurance*

#### **Penalties for Insurance Fraud**

Pennsylvania law requires us to provide the following notification regarding insurance fraud:

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000. "Penalties for Insurance Fraud" is the only section in this notice that applies to motorcycles.

#### **Tort Options Available With Auto or Motor Home Insurance**

This notice briefly describes the tort options available to you with your auto or motor home policy. The laws of the Commonwealth of Pennsylvania require that you be given the right to choose either of the following two tort options:

- Limited Tort Option—This form of insurance limits your right and the rights of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under the policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of serious injury, as set forth in the policy, or unless one of several other exceptions noted in your policy applies.
- Full Tort Option—This form of insurance allows you to maintain an unrestricted right for yourself and other members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under your policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering or other nonmonetary damages as a result of injuries caused by other drivers.

If you wish to change the tort option indicated on the enclosed Policy Declarations, you must notify your agent, broker, or company, and complete the appropriate form.

#### **Discounts Available With Auto or Motor Home Insurance**

Pennsylvania law requires that we inform you of the availability of the following three discounts:

- Passive Restraint Discount—if your insured motor vehicle is equipped with air bags or passive seat belts, you may qualify for a premium discount on certain coverages. Passive seat belts are those that fasten without any action by the driver or front-seat passenger.
- Anti-Theft Device Discount—you may qualify for a premium discount on your policy's comprehensive coverage if your insured motor vehicle is equipped with a device that would help to prevent your motor vehicle from being stolen, such as certain types of alarms.
- Defensive Driver Discount—if you're age 55 or older and have successfully completed a Motor Vehicle Driver Improvement Course approved by the Pennsylvania Department of Transportation, you may qualify for a 5 percent discount on some coverages. In order to be eligible, you must have voluntarily enrolled in the course.

We offer many other money-saving discounts to qualified policyholders. Any discounts for which you have qualified will be listed on the enclosed Policy Declarations. For more information about any of the discounts we offer, please contact your agent, broker, or company.

X5381-1

# Allstate Insurance Company

Policy Number: 0 98 778659 12/21

Your Agent: Swill Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

## Important Notice

**Being in good hands is the only place to be.<sup>SM</sup>**

### *Our commitment to you*

By providing quality service and protection, Allstate is committed to giving you greater value for your insurance dollar. As an Allstate customer, you receive:

- Prompt, personalized service from your Allstate agent
- Fast, fair claims service, available 24 hours a day, 365 days a year
- Flexible payment plans
- A lower rate over time if you maintain a good driving record

### *We want to be your company for life*

Life insurance, that is. Whether you want to accumulate cash value income tax-free, supplement another policy, or help ensure that your mortgage can be paid off, Allstate Life Insurance Company has a wide variety of life insurance products to help you meet your family's needs.

### *At your service when you need it the most*

Allstate has the most highly-trained, responsive claims staff in the business, and our goal is to get you back on your feet as quickly as possible. To do our jobs as best we can, we need your help. Please remember to report claims promptly!

### *Did you know ...*

... that Allstate offers continued coverage to more than 98 percent of our auto and homeowner customers each year? It's true, and it gives us a great opportunity to build long-term relationships with valued customers like you.

X5913-1

AUTO 510003701052103041630707





# Allstate Automobile Insurance

## A Quick Guide to This Package

### • IDENTIFICATION CARD

Your identification card must be carried for production upon demand. We suggest that you carry this card in your vehicle.

### • POLICY DECLARATIONS

The Policy Declarations section contains detailed information about your policy such as drivers, vehicles, coverages, limits, and premiums.

### • CHANGE TO YOUR POLICY

This section lists any changes that have been made to your insurance coverage effective at this renewal. Please read through this section carefully.

### • IMPORTANT NOTICE

The Important Notice section provides you with explanations about insurance issues or any other policy information that we think may be helpful to you.

### • QUESTIONS

Do you have any questions about this package? Just call your Allstate agent.

This is not a bill.

IDPA

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card. Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement. The ID card information may be used for vehicle registration and replacing license plates.

If your liability policy is not in effect, the ID card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the ID card as proof of financial responsibility after the insurance policy is terminated.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
96 VW Jetta

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
3VWSA81H9TM073133

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

EXPIRATION DATE  
12/21/01

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
99 Jeep Grand Cher

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
1J4GW58S6XC753714

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

EXPIRATION DATE  
12/21/01

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.



# Allstate Automobile Insurance

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card. Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

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You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the ID card as proof of financial responsibility after the insurance policy is terminated.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
93 Volvo

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
YV1LS5508P2056449

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

EXPIRATION DATE  
12/21/01

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

- (a) You are involved in an auto accident.
- (b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege which has been previously suspended or revoked.

#### If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

**NOTE: THIS CARD IS REQUIRED WHEN:**

- (a) You are involved in an auto accident.
- (b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

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Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

**NOTE: THIS CARD IS REQUIRED WHEN:**

- (a) You are involved in an auto accident.
- (b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege which has been previously suspended or revoked.

**If you have an accident or loss:**

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

# **EXHIBIT B**

# FILE COPY

TUCKER ARENSBERG  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

February 5, 2004

Sent Via Facsimile (814) 940-7525

Mr. Bob Nicewander  
Allstate Claims  
3 Sheraton Drive  
Altoona, PA 16601

Re:	Our Client:	Eric S. Wood
	Your Insured:	William Wood
	Date of Accident:	09/30/2001
	Claim No.:	6941722973
	Our File No.:	020798-112210

Dear Mr. Nicewander:

Please be advised that we represent Eric Wood for injuries he sustained in an accident on September 30, 2001. Please feel free to contact me if you have any questions or problems regarding my client's claim.

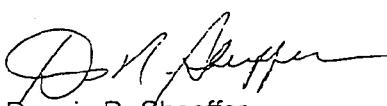
Please prove me with information regarding the coverage for William Wood's vehicles which were in effect on the date of the accident, specifically, I am looking for underinsured motorist coverage, as well as first-party benefits, especially medical benefits.

I expect to be making an underinsured motorist claim. Please contact me upon receipt of this letter to discuss the underinsured claim, as well as the first-party medical claim we will be submitting.

Thank you for your attention to this matter.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/pjb  
Enclosure

cc: Bradley S. Tupi, Esquire (w/encl.)

65966.1

## \* \* \* COMMUNICATION RESULT REPORT ( FEB. 5. 2004 4:34PM ) \* \* \*

TTI

TRANSMITTED/STORED FEB. 5. 2004 4:33PM  
FILE MODE OPTION

ADDRESS

0907 MEMORY TX

18149407525

RESULT

OK

PAGE

2/2

REASON FOR ERROR  
E-1} HANG UP OR LINE FAIL  
E-3} NO ANSWERE-2} BUSY  
E-4} NO FACSIMILE CONNECTIONTUCKER ARENSBERG  
AttorneysDennis R. Sheaffer  
dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 2/5/04

## PLEASE DELIVER IMMEDIATELY

TO: Bob F. McWanderADDRESSEE'S FAX: 814-940-7525FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric Shoop (William)File No.: 80798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 2IF YOU DO NOT RECEIVE ALL 2 PAGES, PLEASE CALL  
THE SENDER IMMEDIATELYTELEPHONE: (717) 234-4121  
FACSIMILE: (717) 232-6802

COMMENTS:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

# **EXHIBIT C**

June 30, 2004

Sent Via Facsimile (412) 344-3818

Ms. Joanne Naper  
Allstate Insurance Company  
Market Claim Office  
1721 Cochran Road  
Pittsburgh, PA 15223-1002

Re:	Our Client:	Eric S. Wood
	Your Insured:	William E. Wood
	Date of Accident:	09/30/2001
	Claim No.:	6941722973
	Our File No.:	020798-112210

Dear Ms. Naper:

As you are aware, my client will be proceeding with an underinsured motorist claim for the injuries he sustained in the accident on September 30, 2001. I have now obtained a tender of the policy limits from the liability carrier for the driver of the vehicle in which my client was a passenger. He was the only party that was negligent in the occurrence of this accident. I am enclosing a copy of the letter from Frederick Marr, Adjuster for AAA MidAtlantic Insurance Company, whereby he is tendering the \$25,000.00 policy limits. I am also enclosing an Affidavit of insurance coverage confirming that the tortfeasor, Eric Schuler, had only \$25,000.00 of liability coverage at the time of this accident.

Consequently, I am requesting that you provide me with written authorization to accept the tender of the policy limits, to provide a Release to Mr. Schuler for his liability for the accident question, and to discontinue the civil action that Mr. Wood had filed against Mr. Schuler for his injuries sustained in the accident in question. Please provide me with written confirmation that you have authorized the all of the above. Once I have resolved this matter completely with the liability carrier for Mr. Schuler, I will be in a position to present Mr. Wood's demand for his underinsured motorist claim.

TUCKER ARENSBERG  
Attorneys

Ms. Joanne Naper  
June 30, 2004  
Page 2

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Should you have any questions, please do not hesitate to contact me. I look forward to receiving a prompt authorization to settle.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/pjb

cc: Mr. Eric Wood  
Bradley S. Tupi, Esquire

\* \* \* COMMUNICATION RESULT REPORT ( JUN. 30. 2004 4:47PM ) \* \* \*

TTI

TRANSMITTED/STORED JUN. 30. 2004	4:46PM	OPTION	ADDRESS	RESULT	PAGE
FILE MODE				OK	3/3
3881 MEMORY TX			14123443818		

REASON FOR ERROR  
 E-1} HANGUP OR LINE FAIL  
 E-3} NO ANSWER

E-2} BUSY  
 E-4} NO FACSIMILE CONNECTION

TUCKER ARENSBERG  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

**FACSIMILE COVER LETTER**

DATE: 6/30/04

**PLEASE DELIVER IMMEDIATELY**

TO: Joanne Naper - Allstate  
 ADDRESSEE'S FAX: 412-344-3818

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Trost

File No.: 20798 - 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 3

IF YOU DO NOT RECEIVE ALL 3 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121

FACSIMILE: (717) 232-6802

COMMENTS:

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AAA MidAtlantic Insurance Company  
2040 Market Street  
Philadelphia, PA 19103

DATE: 1/20/04  
TO: Dennis Schaffer, Esq  
Fax Number: 717-232-6802

FROM: Frederick Mall  
Fax Number: 215-864-5084

RE: Certified copy of our IRS  
declaration. Page. (5) pg.

Please advise of your clients medical  
package and photos.

C# 3732-4627-08G062

Statement of Certification of Insurance

I, Jill Neumayer, do hereby certify that on this thirteenth day of January, 2004, I verified that this copy of the Keystone Insurance Company Policy declaration page for policy 3132 4627, for Eric Schuler is a true and valid business document, pertaining to the policy as issued by Keystone Insurance Company.

  
Jill Neumayer  
AAA Mid-Atlantic Insurance Group  
Insurance Project Manager

Sworn to and subscribed before me  
this 13 day of Jan 2004

Mary Ann Schuler  
Mastery Public

13

1/14/04

SCANNED

**D-DAMAGE TO YOUR AUTOMOBILE**

Other Than Collision Loss	Actual Cash Value Less \$ 250 Deductible	215.00
Collision Loss	Actual Cash Value Less \$ 500 Deductible	651.00

Annual Premium Prior to This Change Is: \$ 915.00  
Change in Premium From 09/13/2001 Through 09/13/2002 \$ 217.00

VEHICLE 1 LOSS PAYEE: CROSS VALLEY CREDIT UNION  
540 BALTIMORE DR, PLAINS, PA 18703

ENDORSEMENTS TO A92 09/13/2001 PERSONAL AUTO POLICY PAP 89 (PA) EDITION DATE

		<u>VEHICLE(S)</u>
IL0910	Pennsylvania Notice	01/1981 all listed
2333	Important Changes to Your Policy	06/1995 all listed
PP0151	Amendment of Policy Provisions - PA	08/1992 all listed
2360PA	Important Changes to Your Policy	10/1992 all listed
PP0309	Split Liability Limits	04/1986 all listed
PP0338	Split Liability Limits Limited Tort Alternative Information	07/1990 all listed
PP0405	Notice - Pennsylvania Uninsured/Underinsured Coverage	01/1988 all listed
PP0491	Exclusion Endorsement	02/1987 all listed
PP0490	Uninsured/Underinsured Motorist Limits - PA	06/1988 all listed
PP0421	Uninsured/Underinsured Motorist Coverage	12/1991 all listed
PP0420	Split Uninsured Motorist Coverage Pennsylvania (Non-Stacked)	07/1990 all listed
PP0417	Split Uninsured Motorist Limits Pennsylvania (Non-Stacked)	07/1990 all listed
PP0416	Underinsured Motorist Coverage Split Underinsured Motorist Limits	07/1990 all listed
PP0531	Pennsylvania (Non-Stacked) First Party Benefits Coverage - Pennsylvania	07/1990 all listed

**YOUR PREMIUM IS BASED UPON THE FOLLOWING:**

VEHICLE 1: 2001 LEXUS LS 400 SEDAN 4D; Standard Performance; Symbol 19;  
Territory 28, Class Code 49200

PRINCIPAL DRIVER: ERIC SCHULER; 07/25/1975; Male; LIC.# 23642336. Pl; Rated as single

USE: Pleasure - Not driven to work or driven under 3 miles 1 way to work/commuting

point.

**YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING DISCOUNTS:**

LOSS FREE  
AAA MEMBERSHIP 10%  
ANT-THEFT 15%  
PASSIVE RESTRAINT 30%

<u>Vehicle(s)</u>
all listed
all listed
all listed
all listed

NAMED INSURED: ERIC SCHULER

COLLIS ON DAMAGE TO RENTAL VEHICLES

If collision coverage applies to any insured vehicle, it will also apply to a "non-owned" (rental) vehicle. However, in the event that a rental vehicle is being used as a temporary substitute for an insured vehicle which is not so covered, no collision coverage is available. See Policy for details.

LIBERALIZATION CLAUSE

If after issuance of this policy and before its expiration, there be adopted and published for use by the company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall accrue to the benefit of this insured hereunder as though such endorsement or substitution of form has been made.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.



AUTHORIZED SIGNATURE/COUNTER SIGNATURE

VHM	BI	PD	UMB	FPB	MPB	FSD	FOR OFFICE USE ONLY					
							COMP	COLL	USE	PERF	ANTI PASS	
1	25	24	25	.29	21	23	34	57	0	4	15	30

HOME OFFICE COPY

CR 09/13/2001  
Page 03 of 03

Keystone Insurance Company

2040 Market Street - Philadelphia, PA 19103

THIS IS A TWELVE MONTH POLICY  
ADDED DECLARATIONS

STANDARD FORM AT INSURED LOCATION

For All Your Insurance Questions Contact:

Agent: CUSTOMER SERVICE  
(800) 845-5063

Named Insureds

ERIC SCHULER  
35 KARIN DRIVE  
MOUNTAINTOP, PA 18707

REGIONAL SERVICE CENTER  
KEYSTONE INSURANCE COMPANY  
1125 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18505

Loss Payee Added - Vehicle 01

Loss Payee Deleted

Vehicle Replaced - Vehicle 01

This declaration supercedes all previously issued declarations.

INSURED VEHICLE(S) & SCHEDULE OF COVERAGE

This policy provides only those coverages  
for which a premium is shown.

COVERAGES/LIMITS OF LIABILITY

A-BODILY INJURY

Limited Tort Threshold  
\$25,000 Each Person/\$50,000 Each Accident

PREMIUM  
VEHICLE 01  
\$ 120.00

PROPERTY DAMAGE

\$25,000 Each Accident

140.00

C-UNINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

1.00

UNDERINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

0.00

FIRST PARTY BENEFITS

Medical Expense Benefit \$5,000  
Work Loss Benefit No Coverage  
Funeral Expense Benefit \$2,500  
Accidental Death Benefit \$5,000

5.00

No Cov.

0.00

0.00



Mid-Atlantic  
Insurance Group

2040 Market St  
Philadelphia, Pa 19103  
215-864-5000

June 22, 2004

Tucker/Arensberg  
Attorneys at Law  
111 N. Front St.  
Harrisburg, PA 17108-0889

Re: Our Insured: Eric Schuler  
Our File#: 3732-4627-080002  
Date of Loss: 9/30/2001  
Claimant: Eric Wood

Dear Attorney Dennis R. Scheaffer:

Be advised that we are tendering our liability limit of \$25,000.00 as full and final settlement regarding your client, Eric Wood.

We understand that this settlement is contingent on authority being granted by your clients' underinsured motorist carrier, Allstate Insurance Company. We await your response.

Feel free to contact the undersigned with any of your concerns. My hours are Monday through Friday, 8:00 AM to 4:30 PM.

Sincerely

Frederick Marr III  
Liability Specialist  
888-222-0086, x58418

PA State law requires that the following warning be shown on all claims-related correspondence and forms: "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 thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties." (18 Pa. C.S.A. § 4117 (k) (1))

## \* \* \* COMMUNICATION RESULT REPORT ( JUL. 1. 2004 2:39PM ) \* \* \*

TTI

TRANSMITTED/STORED JUL. 1. 2004 2:23PM	FILE MODE	OPTION	ADDRESS	RESULT	PAGE
3891 MEMORY TX			14123443818	OK	7/7

REASON FOR ERROR  
E-1) HANGUP OR LINE FAILE-2) BUSY  
E-3) NO ANSWER  
E-4) NO FACSIMILE CONNECTIONTUCKER ARENSBERG  
AttorneysDennis R. Sheaffer  
dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 7/1/04

## PLEASE DELIVER IMMEDIATELY

TO: Joanne MaperADDRESSEE'S FAX: 412-344-3818FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric HoodFile No.: 20298 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 7IF YOU DO NOT RECEIVE ALL 7 PAGES, PLEASE CALL  
THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121

FACSIMILE: (717) 232-6802

COMMENTS: Following are attachments  
which were not included in  
June 30, 2004, letter.

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# **EXHIBIT D**



PITTSBURGH  
1721 COCHRAN ROAD  
PITTSBURGH PA 15220-1002

TUCKER ARENSBERG  
111 NORTH FRONT STREET  
HARRISBURG PA 17101-1405

August 02, 2004

INSURED: WILLIAM E WOOD  
DATE OF LOSS: September 30, 2001  
CLAIM NUMBER: 6941722973 B05  
Eric S. Wood

PHONE NUMBER: 800-726-8990  
FAX NUMBER: 412-344-3818  
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Dear Mr. Sheaffer:

I am writing regarding your client, Eric S. Wood, for injuries he sustained resulting from the auto accident on or about September 30, 2001.

Be advised Allstate Insurance Company agrees to waive its subrogation interest and you may proceed to settle the pending bodily injury liability claim with Mid Atlantic Insurance Company.

If any questions, contact me Monday through Friday from 8:00am to 4:30pm.

Sincerely,

SHELSIA CRAWFORD

SHEILA CRAWFORD  
412-572-7241  
Allstate Insurance Company

GENI001

6941722973 B05

received

8/4/81

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

G.D. No. 2006-00933-CD

ALLSTATE INSURANCE COMPANY,

**NOTICE OF FILING NOTICE OF  
REMOVAL**

Defendant.

Code:

Filed on behalf of Defendant, ALLSTATE  
INSURANCE COMPANY

Counsel of record for this party:

Robert J. Marino, Esquire  
PA I.D. # 30284

DICKIE, MCCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**EXHIBIT  
B**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF FILING NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that this 1<sup>st</sup> day of December, 2006, the undersigned counsel for the Defendant, Allstate Insurance Company, has filed a Notice of Removal from this action from the Court of Common Pleas of Clearfield County, Pennsylvania, to the United States District Court for the Western District of Pennsylvania. A copy of said Notice of Removal, which has been filed with the United States District Court for the Western District of Pennsylvania, is attached hereto and incorporated herein by reference.

PLEASE TAKE FURTHER NOTICE that pursuant to 28 U.S.C. §1332, the filing of the Notice of Removal in the United States District Court for the Western District of Pennsylvania, and the filing of this Notice, effectuates the removal of this action in the above-captioned Court and may proceed no further unless and until the case is remanded.

Dated: December 1, 2006

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By Robert J. Marino  
Robert J. Marino, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5220

Attorneys for Defendant, Allstate Insurance  
Company

CERTIFICATE OF SERVICE

I, Robert J. Marino, Esquire, hereby certify that true and correct copies of the foregoing Notice of Filing of Notice of Removal have been served this 1<sup>st</sup> day of December, 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Christopher Fisher, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHLCOTE, P.C.

By Robert J. Marino  
Robert J. Marino, Esquire

Attorneys for Defendant, Allstate Insurance  
Company

Case 3:06-cv-00257-KRG Document 4 Filed 12/14/2006 Page 1 of 1

Case 3:06-cv-00257-KRG Document 3 Filed 12/13/2006 Page 1 of 1

06-933-CD

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ERIC S. WOOD,

CIVIL ACTION NO.: 3:06-257

Plaintiff,

The Honorable Kim R. Gibson

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

ORDER OF COURT

AND NOW, this 14th day of December, 2006, it is ORDERED that the Plaintiff's and Defendant's Joint Motion to Remand is hereby granted and this case is hereby remanded. The Clerk is directed to remand this case to the Court of Common Pleas of Clearfield County.

BY THE COURT:

Kim R. Gibson, J.

CERTIFIED FROM THE RECORD

Date 12-15-06

ROBERT V. BARTH, JR., CLERK

By C. E. C.

Deputy Clerk

3

FILED  
M 11 57 2006  
DEC 18 2006  
NO. 6  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**DEC 18 2006**

*William A. Shaw*  
Prothonotary/Clerk of Courts

UNITED STATES DISTRICT COURT  
OFFICE OF THE CLERK  
WESTERN DISTRICT OF PENNSYLVANIA  
SUITE 208, PENN TRAFFIC BUILDING  
319 WASHINGTON STREET  
JOHNSTOWN, PA. 15901  
WWW.PAWD.USCOURTS.GOV

ROBERT V. BARTH, JR.  
CLERK OF COURT  
814-533-4504

IN REPLYING, GIVE NUMBER  
OF CASE AND NAMES OF PARTIES

DATE: December 15, 2006

Clearfield County Courthouse  
Office of the Clerk  
Second and Market Streets  
Clearfield, PA 16830

IN RE: ERIC S. WOOD v. ALLSTATE INSURANCE COMPANY

CIVIL ACTION NO. 3:06-cv-257

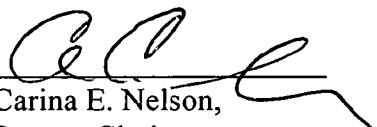
STATE COURT NO. 2006-9333 CD

Dear Sir or Madam:

I am enclosing herewith a certified copy of the order entered by the Honorable Judge Kim R. Gibson in the above entitled case on December 14, 2006, which remands the matter to your court.

Very truly yours,

ROBERT V. BARTH, JR.  
CLERK OF COURT

By:   
Carina E. Nelson,  
Deputy Clerk

Enclosure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

**PRAECIPE TO ENTER STIPULATION**

Defendant.

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED NOCC  
m10:4001  
DEC 26 2006  
6K

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

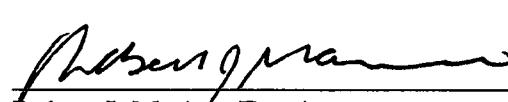
To the Prothonotary:

Kindly enter the attached Stipulation regarding damages in the above referenced case.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By:



Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Attorneys for Defendant Allstate Insurance  
Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

G.D. No. 2006-00933-CD

ALLSTATE INSURANCE COMPANY,

**STIPULATION**

Defendant.

Code:

Filed on behalf of Defendant, ALLSTATE  
INSURANCE COMPANY

Counsel of record for this party:

Robert J. Marino, Esquire  
PA I.D. # 30284

DICKIE, MCCAMEY & CHILCOTE, P.C.  
Firm #067

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**STIPULATION**

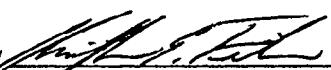
The undersigned parties hereby stipulate to the following:

Plaintiff's damages, inclusive of compensatory damages, punitive damages, interest and attorneys fees, are not to exceed Seventy-Five Thousand Dollars (\$75,000.00). Defendant, Allstate Insurance Company, denies liability. However, if there is an award over Seventy-Five Thousand Dollars (\$75,000.00), this award would be molded and reduced to a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00), including interests and costs.

Respectfully submitted,

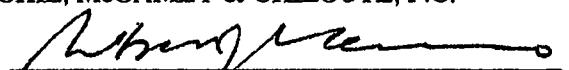
TUCKER ARENSBERG, P.C.

By

  
Dennis R. Sheaffer, Esquire  
PA ID No. 39182  
Christopher E. Fisher, Esquire  
PA ID No. 201395  
111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
Telephone: 717-234-4121  
Facsimile: 717-232-6802

DICKIE, McCAMEY & CHILCOTE, P.C.

By

  
Robert J. Marino, Esquire  
PA ID No. 30284  
Marla N. Presley, Esquire  
PA ID No. 91020  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
Telephone: 412-281-7272  
Facsimile: 412-392-5367

Attorneys for Plaintiff, ERIC S. WOOD

Attorneys for Defendant, ALLSTATE  
INSURANCE COMPANY

**CERTIFICATE OF SERVICE**

I, Robert J. Marino, Esquire, hereby certify that a true and correct copy of the foregoing Praecipe to Enter Stipulation has been served this 2<sup>nd</sup> day of December, 2006, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By *Robert J. Marino*  
Robert J. Marino, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

G.D. No. 2006-00933-CD

**ANSWER AND NEW MATTER TO  
PLAINTIFF'S COMPLAINT**

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

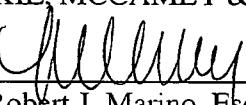
(412) 281-7272

TO: Plaintiffs

You are hereby notified to file a written response to the enclosed New Matter to Plaintiff's Complaint within twenty (20) days from the date of service hereof or a judgment may be entered against you.

DICKIE, MCCAMEY & CHILCOTE, P.C.

By

  
\_\_\_\_\_  
Robert J. Marino, Esquire  
Marla N. Presley, Esquire

**JURY TRIAL DEMANDED**  
(Except as to Count I)

FILED NO  
m10:49PM  
FEB 08 2007  
(6W)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT**

AND NOW, comes the Defendant, Allstate Insurance Company, by and through its attorneys, Dickie, McCamey & Chilcote, P.C., and Robert J. Marino, Esquire, and files the within Answer and New Matter to Plaintiff's Complaint, averring as follows:

**PARTIES**

1. With regard to the averments of Paragraph 1, after reasonable investigation, this Defendant does not have sufficient knowledge or information to form a belief as to the truth of the averments. Therefore, the averments of Paragraph 1 are deemed denied, with strict proof being demanded at time of trial.

2. With regard to the averments of Paragraph 2, the same are admitted in part and denied in part. It is admitted that Allstate Insurance Company is authorized to conduct business within the Commonwealth of Pennsylvania. However, the headquarters and principal place of business of Allstate Insurance Company are located at 2775 Sanders Road, Northbrook, Illinois.

3. With regard to the averments of Paragraph 3, the same are admitted.

4. With regard to the averments of Paragraph 4, the same are admitted.

### **FACTUAL BACKGROUND**

5. Paragraphs 1 through 4 are incorporated herein as though the same were more fully set forth at length.

6. With regard to the averments of Paragraph 6, the same are admitted in part and denied in part. It is admitted that William A. Wood and Jane A. Wood obtained a policy of insurance with Defendant Allstate Insurance for automobile insurance coverage under Policy 0 98 778659 12-21, of which certain parts are attached to the Plaintiff's Complaint as Exhibit "A". However, it is denied that the entirety of the policy of insurance is attached as Exhibit "A". Furthermore, the policy of insurance is a writing which speaks for itself, and any interpretation or characterization of said policy on the part of the Plaintiff is denied as a conclusion of law.

7. With regard to the averments of Paragraph 7, the same are admitted.

8. With regard to the averments of Paragraph 8, the same are admitted.

9. With regard to the averments of Paragraph 9, the same are admitted.

10. With regard to the averments of Paragraph 10, after reasonable investigation, this Defendant does not have sufficient knowledge or information to form a belief as to the truth of all of the averments. Therefore, the averments of Paragraph 10 are deemed denied, with strict proof being demanded at time of trial.

11. With regard to the averments of Paragraph 11, after reasonable investigation, this Defendant does not have sufficient knowledge or information to form a belief as to the truth of all of the averments. Therefore, the averments of Paragraph 11 are deemed denied, with strict proof being demanded at time of trial.

12. With regard to the averments of Paragraph 12, subparagraphs (a) through (h), after reasonable investigation, this Defendant does not have sufficient knowledge or information to form a belief as to the truth of all of the averments. It is admitted that the Plaintiff sustained certain injuries in the motor vehicle accident. Therefore, the averments of Paragraph 12 are deemed denied as stated, with strict proof being demanded at time of trial.

13. With regard to the averments of Paragraph 13, after reasonable investigation, this Defendant does not have sufficient knowledge or information to form a belief as to the truth of the averments. Therefore, the averments of Paragraph 13 are deemed denied, with strict proof being demanded at time of trial.

14. With regard to the averments of Paragraph 14, the same are admitted.

15. With regard to the averments of Paragraph 15, the same are admitted in part and denied in part. It is admitted that attached as Exhibit "B" to the Plaintiff's Complaint is a letter dated February 5, 2004, to Allstate Insurance Company. However, said letter is a writing that speaks for itself and any attempt by the Plaintiff to interpret or paraphrase said letter is strictly denied.

16. With regard to the averments of Paragraph 16, the same are admitted in part and denied in part. It is admitted that attached as Exhibit "C" to the Plaintiff's Complaint is a letter dated June 30, 2004, to Allstate Insurance Company. However, said letter is a writing that speaks for itself and any attempt by the Plaintiff to interpret or paraphrase said letter is strictly denied.

17. With regard to the averments of Paragraph 17, the same are admitted in part and denied in part. It is admitted that attached as Exhibit "D" to the Plaintiff's Complaint is a letter dated August 2, 2004, to Allstate Insurance Company. However, said letter is a writing that

speaks for itself and any attempt by the Plaintiff to interpret or paraphrase said letter is strictly denied.

18. With regard to the averments of Paragraph 18, the same are denied as stated. It is specifically denied that Allstate Insurance Company had all relevant information to the claim and that Allstate refused to pay any benefits rightly due and owing to the Plaintiff. To the contrary, Allstate invoked a right to investigate a lawful defense under the policy.

19. With regard to the averments of Paragraph 19, the same are denied as stated. It is specifically denied that the Defendant either knew that the Plaintiff was a resident relative at the time of the denial of underinsured motorist benefits. By way of further response, Allstate Insurance Company did undertake an investigation into the status of the Plaintiff as a resident relative, therefore, the averments of Paragraph 19 are denied and strict proof thereof is demanded at time of trial.

20. With regard to the averments of Paragraph 20, the same are denied as stated. It is specifically denied that Allstate Insurance Company required any duplicative proof of Plaintiff's established residence, and strict proof thereof is demanded at time of trial. To the contrary, Allstate, during its own investigation identified at least 13 different addresses for the Plaintiff, mainly in the Philadelphia area. Only then did the Defendant request an examination under oath to determine the Plaintiff's residency at the time of the accident.

21. With regard to the averments of Paragraph 21, the same are admitted in part and denied in part. It is admitted that Allstate Insurance Company paid the Plaintiff's underinsured motorist benefits claim. However, it is specifically denied that Allstate wrongfully or in bad faith refused to settle this matter earlier, and strict proof is demanded at time of trial. To the

contrary, Allstate, having located a number of residences for the Plaintiff, invoked its right to investigate the matter further before paying underinsured motorist benefits.

22. With regard to the averments of Paragraph 22, the same are denied as stated. It is specifically denied that Allstate Insurance Company wrongfully delayed in paying Plaintiff's underinsured motorist benefits claim. It is further denied that any alleged delay was without reasonable foundation. Therefore, the averments of Paragraph 22 are denied, with strict proof being demanded at time of trial. To the contrary, Allstate timely and reasonably investigated the Plaintiff's claim, including the Plaintiff's permanent residence, as was necessary prior to the payment of any benefits.

23. With regard to the averments of Paragraph 23, the same are denied as stated. It is specifically denied that Allstate Insurance Company lacked a reasonable basis in refusing to initially pay benefits, that it failed to pay benefits in a timely fashion, and that it recklessly disregarded any alleged lack of reasonable basis in not making payments. To the contrary, Allstate paid to the Plaintiff the underinsured motorist benefits following a reasonable and timely investigation into the Plaintiff's permanent residence at the time of the accident.

**COUNT I**  
**BAD FAITH (42 Pa. C.S.A. §8371)**

24. Paragraphs 1 through 23 are incorporated herein as though the same were more fully set forth at length.

25. With regard to the averments of Paragraph 25 and its subparts (a)-(g), the same are legal conclusions to which no response is required. To the extent a response is deemed necessary, it is specifically denied that Allstate Insurance Company acted in bad faith in any manner, including those alleged in subparts (a)-(g) of Paragraph 25. Therefore, the same are deemed denied and strict proof is demanded at time of trial.

26. With regard to the averments of Paragraph 26, the same are legal conclusions to which no response is required. To the extent a response is deemed necessary, it is specifically denied that Allstate Insurance Company acted in bad faith. It is further denied that any of the actions of Allstate Insurance Company were done maliciously, wantonly, willfully, recklessly, and/or oppressively or with reckless indifference to the rights of the Plaintiff. Therefore, the averments of Paragraph 26 are denied and strict proof is demanded at time of trial.

27. With regard to the averments of Paragraph 27 of the Plaintiff's Complaint, the same are denied. By way of further response, it is specifically denied that the conduct of Allstate Insurance Company in any way injured the Plaintiff. Furthermore, it is specifically denied that the Plaintiff was injured, as more fully set forth in Paragraph 27 and its subparts (a)-(d), and strict proof is demanded at time of trial.

28. With regard to the averments of Paragraph 28, the same are denied as stated. It is specifically denied the Plaintiff is entitled to receive compensation for any alleged damages, particularly interest. To the contrary, as Allstate timely and reasonably paid the Plaintiff underinsured motorist benefits in accordance with the terms of the applicable policy of insurance, Plaintiff is not entitled to damages sought, including interest.

29. With regard to the averments of Paragraph 29, the same are denied as stated. It is specifically denied that the Plaintiff is entitled to punitive damages, court costs, or attorney's fees. To the contrary, as Allstate timely and reasonably paid the Plaintiff underinsured motorist benefits in accordance with the terms of the applicable policy of insurance, Plaintiff is not entitled to damages sought, including punitive damages, court costs and attorney's fees.

WHEREFORE, the Defendant, Allstate Insurance Company demands judgment in its favor with costs.

**COUNT II**  
**VIOLATION OF THE MOTOR VEHICLE FINANCIAL REPSONSIBILITY LAW**  
**(75 Pa. C.S.A. §1716)**

30. Paragraphs 1 through 29 are incorporated herein as though the same were more fully set forth at length.

31. With regard to the averments of Paragraph 31 and its subparts (a)-(f), the same are legal conclusions to which no response is required. To the extent a response is deemed necessary, it is specifically denied that Allstate Insurance Company violated Section 1716 of the Motor Vehicle Financial Responsibility Law, either generally or in the particular ways set forth in subparts (a)-(g). To the contrary, Allstate conducted a reasonable and timely investigation of the Plaintiff's claim and paid all appropriate underinsured motorists benefits upon receipt of all material information related to the claim, including the Plaintiff's permanent residence at the time of the accident.

32. With regard to the averments of Paragraph 32, the same are denied. By way of further response, it is specifically denied that the conduct of Allstate Insurance Company in any way injured the Plaintiff. Furthermore, it is specifically denied that the Plaintiff was injured, as more fully set forth in Paragraph 32 and its subparts (a)-(d). To the contrary, Allstate conducted a reasonable and timely investigation of the Plaintiff's claim and paid all appropriate underinsured motorists benefits upon receipt of all material information related to the claim. As such, Allstate's conduct has not caused the Plaintiff any injuries generally, or those set forth in Paragraph 32 (a)-(d).

33. With regard to the averments of Paragraph 33, the same are denied as stated. It is specifically denied that the Plaintiff is entitled to interest or attorney's fees. To the contrary, as Allstate timely and reasonably paid the Plaintiff underinsured motorist benefits in accordance

with the terms of the applicable policy of insurance, Plaintiff is not entitled to damages sought, including interest and attorney's fees. Therefore, strict proof is demanded at time of trial.

WHEREFORE, the Defendant, Allstate Insurance Company demands judgment in its favor with costs.

**COUNT III**  
**BREACH OF CONTRACT**

34. Paragraphs 1 through 33 are incorporated herein as though the same were more fully set forth at length.

35. With regard to the averments of Paragraph 35, the same are admitted in part and denied in part. It is admitted that William A. Wood and Jane A. Wood obtained a policy of insurance with Defendant Allstate Insurance for automobile insurance coverage under Policy 0 98 778659 12-21. However, the policy of insurance is a writing which speaks for itself, and any interpretation or characterization of said policy or who is an "insured" under the terms of the policy is strictly denied.

36. With regard to the averments of Paragraph 36 it is admitted that Plaintiff first gave notice to Allstate Insurance Company before June 20, 2004, that a claim would be made for underinsured motorist benefits.

37. With regard to the averments of Paragraph 37, the same are denied. It is specifically denied that Allstate Insurance Company had all relevant materials necessary to make a determination under the policy on or before July 1, 2004. To the contrary, despite Allstate's request, Plaintiff did not forward the police report until July 23, 2004. In July, 2004 Allstate was also seeking information to determine whether an excess policy of insurance existed with Erie Insurance Company. Furthermore, Allstate did not receive medical bills and photographs from

the Plaintiff until August 24, 2004. Therefore, the averments of Paragraph 37 are denied and strict proof is demanded at time of trial.

38. With regard to the averments of Paragraph 38, the same are legal conclusions to which no response is required. To the extent that a response is deemed necessary, it is specifically denied that Allstate Insurance Company refused to timely pay Plaintiff any underinsured motorist benefits. It is further denied that Allstate Insurance Company breached any contract it had with the Plaintiff. To the contrary, Allstate conducted a timely and reasonable investigation into the Plaintiff's claim, including his residence, in accordance with the applicable terms of the policy.

39. With regard to the averments of Paragraph 39, the same are legal conclusions to which no response is required. To the extent a response is deemed necessary, it is specifically denied that Allstate Insurance Company had no reasonable basis to not immediately pay underinsured motorist benefits. To the contrary, following the submission of the Plaintiff's claim for underinsured motorist benefits, Allstate was awaiting medical bills, photographs and the police report from the Plaintiff. Further, Allstate was conducting an investigation into the residence of the Plaintiff at the time of the accident, in accordance with the terms of the policy. Therefore, strict proof is demanded at time of trial.

40. With regard to the averments of Paragraph 40, it is specifically denied that the conduct of Allstate Insurance Company caused the Plaintiff to suffer any economic harm. To the contrary, following a timely, necessary and reasonable investigation into the Plaintiff's claim, Allstate paid to the Plaintiff underinsured motorist benefits in accordance with the terms of the policy, and strict proof is demanded at time of trial. .

41. With regard to the averments of Paragraph 41, the same are denied. By way of further response, it is specifically denied that the conduct of Allstate Insurance Company in any way injured the Plaintiff. Furthermore, it is specifically denied that the Plaintiff was injured, as more fully set forth in Paragraph, subparts (a)-(d). To the contrary, To the contrary, Allstate conducted a reasonable and timely investigation of the Plaintiff's claim and paid all appropriate underinsured motorists benefits upon receipt of all material information related to the claim. As such, Allstate's conduct did not constitute any breach of the contract of insurance, and has not caused the Plaintiff any injuries generally, or those set forth in Paragraph 32 (a)-(d).

WHEREFORE, the Defendant, Allstate Insurance Company demands judgment in its favor with costs.

**NEW MATTER**

AND NOW, comes the Defendant, Allstate Insurance Company, by and through its attorneys, Dickie, McCamey & Chilcote, P.C., and Robert J. Marino, Esquire, and files the within New Matter to Plaintiff's Complaint, averring as follows:

42. Defendant, Allstate Insurance Company, pleads any and all applicable statute or statutes of limitations under any law of any jurisdiction whose laws are applicable to this case, as a complete bar and recovery by Plaintiffs in this action.

43. Defendant, Allstate Insurance Company, pleads the doctrines of waiver and/or estoppel as such may be justified by the facts already in existence, the facts developed in discovery and/or the evidence introduced at the time of trial, as a complete bar to recovery by Plaintiff in this action.

44. Defendant, Allstate Insurance Company, pleads all rights, privileges and immunities afforded to it by virtue of the language, and all provisions of the Allstate Insurance Company Policy of insurance, bearing Policy Number 0 98 778659 12-21.

45. Defendant, Allstate Insurance Company, pleads that at all times prior to payment it possessed a reasonable basis for investigating the claim under the policy in question, and at all times did not know of nor recklessly disregard the lack of reasonable basis for any alleged delay in payment under the policy; as such, this is plead as a complete bar to recovery by Plaintiff with respect to his allegations of bad faith conduct on behalf of Allstate in this matter.

46. Defendant, Allstate Insurance Company, asserts that any claims for liability for punitive damages in the context of this case is wholly without merit in light of the circumstances and underlying facts of this case. Accordingly, any claim for punitive damages in light of the facts and circumstances of this case will be in violation of this Defendant's rights under the First, Eighth and Fourteenth Amendments to the United States Constitution, and all applicable provisions of the Pennsylvania Constitution and serve as a complete or partial bar to any recovery by Plaintiff of punitive damages in this matter, as a matter of law.

WHEREFORE, the Defendant, Allstate Insurance Company demands judgment in its favor with costs.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By:

  
Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Attorneys for Defendant Allstate Insurance  
Company

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

**ERIC S. WOOD,**  
Plaintiff,

v.

**ALLSTATE INSURANCE COMPANY,**  
Defendant.

**CIVIL ACTION -- LAW**

No. 2006-009333-CD

Type of Case: Insurance Bad Faith

Type of Pleading: Complaint

Filed on Behalf of:

Eric S. Wood,

Plaintiff.

Counsel of Record for this Party:

Dennis R. Sheaffer

Attorney I.D. No. 39182

Christopher E. Fisher

Attorney I.D. No. 201395

Tucker Arensberg, P.C.  
111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

Dated: November 3, 2006

NOV 6 2006

**EXHIBIT  
A**

ERIC S. WOOD,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	CLEARFIELD COUNTY
v.		
ALLSTATE INSURANCE	:	No. 2006-009333-CD
COMPANY,	:	CIVIL DIVISION - LAW
Defendant.	:	JURY TRIAL DEMANDED

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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, 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. 50-51

ERIC S. WOOD, Plaintiff, : IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
v. : No. 2006-009333-CD  
ALLSTATE INSURANCE COMPANY, Defendant. : CIVIL DIVISION - LAW  
: JURY TRIAL DEMANDED

COMPLAINT

AND NOW comes the Plaintiff, Eric S. Wood, by and through his attorneys, TUCKER ARENSBERG, P.C., and pleads as follows:

PARTIES

1. Plaintiff, Eric S. Wood (hereinafter "Plaintiff"), is an adult individual currently residing at 138 Treasure Lake, Dubois, Clearfield County, Pennsylvania, 15801.
2. Defendant, Allstate Insurance Company (hereinafter "Defendant Allstate"), is an insurance company authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania with a Commercial Registered Office Provider of CT Corporation Systems, 1515 Market Street, Suite 1210, Philadelphia, Philadelphia County, Pennsylvania, 19102.
3. Defendant Allstate was at all times referenced herein, and still is, qualified to transact business as an insurer within the Commonwealth of Pennsylvania and regularly engages in the sale of insurance in Pennsylvania at the present time.
4. This Court has jurisdiction over this matter and venue is proper in Clearfield County on the grounds that Defendant solicits business from residents of Clearfield County and maintains policies of insurance with Clearfield County residents.

FACTUAL BACKGROUND

5. Paragraphs 1 through 4 are incorporated herein by reference and made a part hereof.

6. William E. Wood and Jane A. Wood obtained an insurance policy with Defendant Allstate for automobile insurance coverage which included coverage for family members as "resident relatives." The Allstate Insurance Policy number is 0 98 778659 12/21. This Policy was in effect at all times relevant hereto. (See, Auto Insurance Policy and Declaration Sheet attached hereto as "Exhibit A").

7. Plaintiff was an insured "resident relative" under the above insurance policy, according to the terms of the Policy, as Plaintiff is the son of William E. and Jane A. Wood, maintaining his residence within his parent's home at all times relevant hereto.

8. Said policy provided for underinsured motorist benefits with a limit of Seventy-Five Thousand Dollars (\$75,000.00). (See also, "Exhibit A").

9. By the terms of the insurance policy, Defendant Allstate provided coverage for Plaintiff for underinsured motorist benefits in accordance with the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1702 et seq., and said policy of insurance was in full force and effect throughout all times relevant hereto.

10. On or about October 1, 2001, at approximately 12:30 a.m., Plaintiff was a properly restrained, front-seat passenger in a 2001 Lexis IS300, being operated by Eric Schuler, and traveling west on Interstate 76, in Philadelphia, Philadelphia County, Pennsylvania. Eric Schuler lost control of the vehicle, hit a barrier on the right-side of the roadway, crossed four lanes of traffic and ultimately hit the highway's center median.

11. As a direct and proximate result of this accident, Plaintiff was violently thrown around the inside of the vehicle, striking the left side of his face against the rearview mirror, knocking him unconscious and resulting in permanent and serious injuries and damages.

12. As a result of this accident, Plaintiff sustained the following injuries:

a. An avulsion of the skin of his left cheek, facial scarring, permanent disfigurement, headaches and various other contusions and abrasions;

- b. Severe physical pain, mental anguish and suffering, humiliation, inconvenience, scarring, embarrassment and loss of life's pleasures;
- c. Present and ongoing limitations in his normal and daily activities;
- d. Present and ongoing physical, nervous, mental and emotional distress;
- e. Present and ongoing impairment to his health, strength and vitality;
- f. Present and ongoing requirements for medicine, medical care, nursing, hospital and/or surgical attention, medical appliances and household care beyond that which he might otherwise recover;
- g. Present and ongoing loss of income and earning capacity beyond that which he may be otherwise entitled to recover; and
- h. Present and ongoing other financial losses beyond that which he may otherwise be entitled to recover.

13. Plaintiff received treatment for these injuries and incurred medical expenses in excess of Thirty Thousand Dollars (\$30,000.00).

14. Shortly after this accident, Defendant Allstate paid the first party medical benefits limits of Five Thousand Dollars (\$5,000.00) on behalf of Plaintiff under his parent's insurance policy, of which Plaintiff was also an insured as a "resident relative."

15. On or about February 5, 2004, Plaintiff's counsel notified Defendant Allstate that he expected to be making a claim for underinsured motorist benefits under his parent's insurance policy. (See, February 5, 2004 letter, attached hereto as "Exhibit B").

16. On or about June 30, 2004, Plaintiff's counsel notified Defendant Allstate, that Plaintiff would in fact be making a claim for underinsured motorist benefits under his parent's insurance policy, and requested that Defendant Allstate consent to the settlement with Eric Schuler for Mr. Schuler's full policy limit. (See, June 30, 2004 letter, attached hereto as "Exhibit C").

17. Knowing that Plaintiff would be seeking underinsured motorist benefits, Defendant Allstate consented to the third party settlement for Eric Schuler's full policy limit, on or about August 2, 2004. (See, August 2, 2004 letter, attached hereto as "Exhibit D").

18. Then, despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate refused to pay the underinsured motorist benefits rightfully due and owing to Plaintiff, on the sole basis that Plaintiff may not be an insured under the policy due to his temporary address in Philadelphia while attending school there as a full-time student.

19. Defendant Allstate either knew that Plaintiff was a "resident relative" at the time of their denial of underinsured motorist benefits, or if they did not know, Defendant Allstate was in possession of information that demonstrated that they should have investigated Plaintiff's status as a "resident relative" before their refusal to honor the underinsured motorist coverage on Plaintiff's claim.

20. Despite already having all relevant information to the claim, and participating and approving the settlement of the third party claim, Defendant Allstate required duplicative proof of Plaintiff's established residence in his parent's home and the temporary nature of his address in Philadelphia while only attending school there.

21. Defendant Allstate subsequently paid Plaintiff's underinsured motorist claim in full, by tendering the underinsured motorist coverage limits of Plaintiff's parent's Policy, however the underinsured motorist benefits was not paid until after Defendant Allstate wrongfully refused to settle this matter, requiring the claim to enter into arbitration, even though Defendant Allstate had all relevant information to form a more than reasonable basis for its liability.

22. Defendant Allstate's wrongful delay in paying Plaintiff's underinsured motorist benefits is without reasonable foundation.

23. Under the circumstances, Defendant Allstate either knew that it lacked a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion, or it recklessly disregarded its lack of a reasonable basis in refusing and failing to pay Plaintiff's underinsured motorist benefits in a timely fashion.

COUNT I

BAD FAITH (42 Pa. C.S.A. §8371)

24. Paragraphs 1 through 23 are incorporated herein by reference and made a part hereof.

25. Defendant Allstate acted in bad faith as that term is used in 42 Pa. C.S.A. § 8371 in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;
- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his;
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff; and
- g. In failing to use due care in handling the claim.

26. All of the foregoing acts of Defendant Allstate were done maliciously, wantonly, willfully, recklessly and/or oppressively and with reckless indifference to the rights of the Plaintiff.

27. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;

- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

28. In addition to the damages cited above, the Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to interest on the amount owed from the date the claim was made by him in an amount equal to the prime rate of interest plus 3%.

29. Additionally, Plaintiff is entitled under 42 Pa. C.S.A. § 8371, to an award of punitive damages and for the assessment of court costs and attorney's fees.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus punitive damages, interest, costs and attorney's fees.

## COUNT II

### VIOLATION OF MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW 75 PA. C.S.A. § 1716

30. Paragraphs 1 through 29 are incorporated herein by reference and made a part hereof.

31. Defendant Allstate violated Section 1716 of the Motor Vehicle Financial Responsibility Law in general and in the following particulars:

- a. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy upon the receipt of proper documentation;
- b. By refusing to pay underinsured motorist coverage to the full amount of coverage indicated in the Plaintiff's automobile insurance policy without conducting a reasonable investigation based upon all available information;
- c. By charging a premium for underinsured motorist benefits and then refusing to pay upon submission of reasonable proof of the claim;
- d. By unduly and wrongfully delaying payment on Plaintiff's claim;

- e. By requiring Plaintiff to incur costly legal fees and other costs in obtaining what was rightfully his; and
- f. By denying payment of the underinsured motorist benefits claim when Defendant Allstate knew or should have known that the coverage was owed to the Plaintiff.

32. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

33. In addition to the damages cited above, the Plaintiff is entitled under 75 Pa. C.S.A. §1716, to interest at the rate of 12% per annum from the date the benefits became due and a reasonable attorney fee based upon actual time expended.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

### COUNT III

#### BREACH OF CONTRACT

34. Paragraphs 1 through 33 are incorporated herein by reference and made a part hereof.

35. Defendant Allstate and William E. and Jane A. Wood entered into and maintained a contract of insurance which provided Plaintiff with underinsured motorist coverage as an intended third party beneficiary of the Policy.

36. No later than June 30, 2004, Plaintiff properly notified Defendant Allstate of his claim for underinsured motorist benefits.

37. Defendant Allstate had all relevant information to form a reasonable basis of liability on Plaintiff's claim for underinsured motorist benefits, no later than July 1, 2004.

38. Defendant Allstate refused and failed to timely pay Plaintiff's claim under the underinsured motorist coverage of the Policy and thus breached its contract of insurance with the Plaintiff.

39. Defendant Allstate's refusal and failure to pay Plaintiff the underinsured motorist benefits due under his policy has no reasonable basis.

40. Plaintiff has suffered severe economic harm from the refusal and failure to timely provide the coverage due under the contract of insurance.

41. As a result of the conduct of Defendant Allstate, the Plaintiff has been injured as follows:

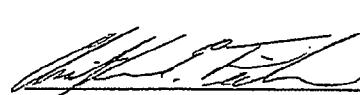
- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- c. He has been required to expend other sums of money to prosecute his lawsuit against Defendant Allstate, including, but not limited to, the cost for the panel of arbitrators; and
- d. The failure of Defendant Allstate to pay the money rightfully owed to the Plaintiff has resulted in severe economic harm to him.

WHEREFORE, Plaintiff demands judgment in his favor and in an amount in excess of the limits for mandatory arbitration, plus interest, costs and attorney's fees.

Respectfully submitted,

**TUCKER ARENSBERG, P.C.,**

By:



Dennis R. Sheaffer  
Attorney I.D. No. 39182  
Christopher E. Fisher  
Attorney I.D. No. 201395

111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

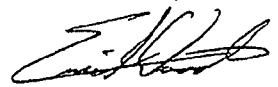
Dated: November 3, 2006  
90402.1 (020798-112210)

ATTORNEYS FOR PLAINTIFF

**VERIFICATION**

I, the undersigned, ERIC S. WOOD do hereby certify that I am the PLAINTIFF in the foregoing action, and that the statements made in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief. I understand that any false statements made to this verification are subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 11/1/06

  
ERIC S. WOOD

60004.1

**CERTIFICATE OF SERVICE**

AND NOW, this 3<sup>rd</sup> day of November, 2006, I, Dawn T. Heilman, Secretary to Christopher E. Fisher, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Eric S. Wood, hereby certify that I have this day served the foregoing Complaint, by depositing a true and correct copy of the same in the United States Mail, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Robert J. Marino, Esquire  
Marla N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Dawn T. Heilman  
Dawn T. Heilman

# EXHIBIT A

Market Claim Office  
**Allstate Insurance Company**  
1721 Cochran Road  
Pittsburgh, PA 15220-1002  
Bus: (412) 344-9200



February 26, 2004

Tucker Arensberg, P.C.  
Attorneys-at-Law  
111 North Front Street  
Harrisburg, Pa. 17108  
Attention: Dennis Sheaffer, Esquire

RE: Your Client: Eric S. Wood  
Your File: 020798-112210  
Our Insured: William Wood  
Our File: 694 17 22973 B05/BP1  
Date of Loss: 09/30/2001

Dear Mr. Sheaffer:

Enclosed is a copy of our insured's declaration sheet showing the coverages and limits available on our policy at the time of the loss.

If you have any questions, please give me a call.

Very truly yours,

Joanne Naper  
Casualty Rep'd Processor

Enclosure

**received**  
3 1 04

Swift Kennedy & CO  
994 Beaver, Box 1032  
Dubois PA 15801

**Your Quick Insurance Check**

- ✓ Verify vehicles and drivers listed on the Policy Declarations and ID cards.
- ✓ Verify the vehicle identification number (VIN) listed on these documents; its accuracy could affect your premium.
- ✓ This is not a bill.

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

It's time to renew your policy with Allstate.

Thanks for choosing Allstate to help with your insurance needs. This policy renewal offer contains your renewal documents and Proof of Insurance cards for any vehicles with liability coverage. In particular, please refer to the Policy Declarations, which lists your coverages, limits, premiums, and any discounts you're receiving.

As you can see, Allstate has changed its renewal materials to make them less bulky and easier to understand. This new package also allows us to communicate with you more directly about important policy information or issues of particular interest to you.

Finally, please note that your bill will arrive soon in a separate mailing.

Thanks again—your business is truly appreciated. Hopefully you'll find that Allstate's new look makes understanding your insurance easier. However, please continue to call me any time you have a question or claim at (814) 371-5270.

Sincerely,

*Mark E. Shaffer*

Swift Kennedy & CO  
Your Allstate Agent



RENEWAL  
Auto Policy Declarations

Summary

NAMED INSURED(S)  
William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

YOUR ALLSTATE AGENT IS  
Swift Kennedy & CO  
(814) 371-5270  
  
994 Beaver, Box 1032  
Dubois PA 15801

YOUR BILL  
lists your payment options.

POLICY NUMBER 0 98 778659 12/21 POLICY PERIOD  
June 21, 2001 to Dec. 21, 2001 at 12:01 a.m. standard time

DRIVER(S) LISTED  
William Jane DRIVERS EXCLUDED  
None

VEHICLES COVERED	VEHICLE ID NUMBER	LIENHOLDER
1. 96 VW Jetta	3VWSA81H9TM073133	Clearfield Bank & Trust (Auto)
2. 99 Jeep Grand Cher	1J4GW58S6XC753714	Chrysler Financial Corporation
3. 93 Volvo	YV1LS5508P2056449	None

**Total Premium**

Premium for 96 VW Jetta	\$286.80
Premium for 99 Jeep Grand Cher	\$449.90
Premium for 93 Volvo	\$202.90
Premium for Additional Coverages	\$0.90
<b>TOTAL</b>	<b>\$940.50</b>

- ✓ Your total premium reflects a combined discount of \$354.70
- ✓ Your total premium reflects a combined surcharge of \$31.00

Your Policy Effective Date is June 21, 2001

IN ACCORDANCE WITH SECTION 1725 OF THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, THIS IS TO INFORM YOU THAT COLLISION DAMAGE TO A RENTAL VEHICLE WILL BE COVERED IF: 1) THE RENTAL VEHICLE IS A FOUR WHEEL PRIVATE PASSENGER AUTOMOBILE OR A UTILITY AUTOMOBILE, AND 2) AT LEAST ONE PREMIUM FOR AUTO COLLISION COVERAGE APPEARS ON YOUR POLICY DECLARATIONS. COVERAGE WILL BE SUBJECT TO DEDUCTIBLES AND TO POLICY TERMS AND CONDITIONS, INCLUDING ANY APPLICABLE ENDORSEMENTS.

AUTO 510003701052103041630702



Information as of  
May 21, 2001

Page 1  
PA010R80

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## COVERAGE FOR VEHICLE # 1

### 1996 VW Jetta

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM	
<b>Automobile Liability Insurance -- Limited Tort</b>				
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable	\$38.00
• Property Damage	\$100,000	each occurrence	Not Applicable	\$33.00
Medical Expenses	\$5,000	each person	Not Applicable	\$13.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$12.60
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable	\$13.80
Auto Collision Insurance	Actual Cash Value	\$500	\$96.00	
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$80.00	
<b>Total Premium for 96 VW Jetta</b>			<b>\$286.80</b>	

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$39.00	Passive Restraint	\$7.10
Multiple Policy	\$16.00	Premier Plus	\$65.00

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 0-3 miles to work/school, adult age 50, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number: 0 98 778659 12/21 Your Agent: Swill Kennedy & CO (814) 371-5270  
 Policy Effective Date: June 21, 2001

## COVERAGE FOR VEHICLE # 2

### 1999 Jeep Grand Cher

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Automobile Liability Insurance -- Limited Tort				
• Bodily Injury	\$100,000	each person	Not Applicable	\$62.00
	\$300,000	each occurrence		
• Property Damage	\$100,000	each occurrence	Not Applicable	\$61.00
Medical Expenses	\$5,000	each person	Not Applicable	\$17.00
Funeral Expenses	\$2,500	each person	Not Applicable	\$0.40
Uninsured Motorists Insurance	\$25,000	each person	Not Applicable	\$12.50
Limited Tort / Stacked Limits	\$50,000	each accident		
Underinsured Motorists Insurance	\$25,000	each person	Not Applicable	\$14.00
Limited Tort / Stacked Limits	\$50,000	each accident		
Auto Collision Insurance	Actual Cash Value		\$500	\$158.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$125.00
<b>Total Premium for 99 Jeep Grand Cher</b>				<b>\$449.90</b>

#### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Car	\$58.00	Antilock Brakes	\$32.00
Multiple Policy	\$27.00	Passive Restraint	\$7.10

#### SURCHARGES Your premium for this vehicle reflects the following surcharges:

Accident Involvement	\$31.00
----------------------	---------

#### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, business use, adult age 53, with no unmarried driver under 25

AUTO 510003701052103041630703



Information as of  
May 21, 2001  
PA010R8D

Page 3

# Allstate Insurance Company

Policy Number : D 98 778659 12/21

Your Agent: Swift Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

## COVERAGE FOR VEHICLE # 3

### 1993 Volvo

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance -- Limited Tort			
• Bodily Injury	\$100,000 \$300,000	each person each occurrence	Not Applicable Not Applicable
• Property Damage	\$100,000	each occurrence	Not Applicable
Medical Expenses	\$5,000	each person	Not Applicable
Funeral Expenses	\$2,500	each person	Not Applicable
Uninsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable
Underinsured Motorists Insurance Limited Tort / Stacked Limits	\$25,000 \$50,000	each person each accident	Not Applicable
Auto Collision Insurance	Actual Cash Value	\$1,000	\$52.00
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$60.00
Total Premium for 93 Volvo			<b>\$202.90</b>

### DISCOUNTS Your premium for this vehicle reflects the following discounts:

Multiple Policy	\$13.00	Antilock Brakes	\$12.00
Premier Plus	\$45.00	Multiple Car	\$28.00
Passive Restraint	\$5.10		

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, for pleasure, adult age 53, with no unmarried driver under 25

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## Additional Coverage

The following policy coverage is also provided.

COVERAGE	LIMITS	PREMIUM
Automobile Death Indemnity Insurance • Named Insured	\$7,500 benefit	\$0.90
<b>TOTAL</b>		<b>\$0.90</b>

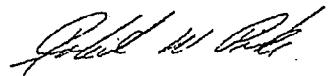
Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

## Your Policy Documents

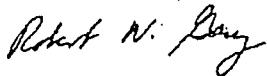
Your auto policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Pennsylvania Auto Insurance Policy form AU137-3
- Loss Payable Clause Endorsement form AU166
- Amendment of Policy Provisions form AU2308
- Amendment of Policy Provisions form AU1900-3

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.



Secretary



President, Personal Lines

AUTO 510003701052103041630704



Information as of  
May 21, 2001

Page 5  
PA010R80

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## Important Notice

### *How We Use and Protect Your Personal Information*

Allstate shares your concerns about privacy. We understand that you want to know how we treat the personal information that we obtain from you or other sources in the course of providing you with products and services. As an Allstate customer, you may be wondering . . .

- What do we do with the personal information we have about you?
- What kind of personal information do we have, and where did we get it?
- How do we protect that information?
- How can you find out what information we have about you?

We hope this notice will help answer those questions. We want you to know — whether you're doing business with us through your local agent, our Customer Information Center, or [allstate.com](http://allstate.com) — that we respect the privacy of our customers.

#### **What do we do with the personal information we have collected about you?**

Allstate does not disclose any of your personal information, or your medical information, to companies or organizations not affiliated with us that would use the information we have provided them to contact you about their own products and services.

Your agent or broker may use your personal information in his or her files for marketing purposes or to help you with your overall insurance program. We may also use your personal information to communicate with you about products, features, and options you have expressed an interest in or that we believe may be of interest to you. In addition, we may, as permitted by law and without your prior permission, provide personal information about you contained in our records or files to persons or organizations such as:

- persons who perform a business function for us,
- your agent or broker,
- insurance support organizations,
- other insurance companies in order to perform their role in an insurance transaction involving you,
- independent claim adjusters,
- businesses with whom we have a marketing agreement,
- businesses that conduct actuarial or research studies,
- regulatory or law-enforcement authorities,
- our affiliated companies,
- persons requesting information pursuant to subpoena or court order, and
- repair shops and recommended vendors.

#### **What kind of personal information do we have, and where did we get it?**

Much of the personal information that we have about you comes directly from you. You disclosed much of this information to us on your application or request for insurance or other products we offer. We may

AUTO '510003701052103041630705'



# Allstate Insurance Company

Policy Number : 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

contact you by telephone or mail for additional information. We also keep information about the types of products and services you purchase from us, as well as account balances and payment history.

Depending on the nature of the transaction you are completing with us, you may be required to provide Allstate, our affiliates, agencies, or other entities working on Allstate's behalf with information. That information may include, for example, your name, address, birthdate, phone number, health information, E-mail address, the types and numbers of the policies you hold, mother's maiden name, Social Security number, credit card information, driver's license number, accident/violation history, information about vehicle operators, mortgages, lien/lease holders, or vehicle information. We may also collect information from our website such as your activity while using our site and information from online collecting devices known as "cookies" (for more information, see our online Privacy Statement at [allstate.com](http://allstate.com)).

We may also collect personal information from outside sources, including consumer reporting agencies and health care providers. This information includes loss information reports, motor vehicle reports, credit reports, and medical information.

## How do we protect your personal information?

When we share personal information with companies working on Allstate's behalf, we protect that personal information where required by law with a confidentiality agreement that obligates those companies to conform to our standards and keep confidential any information about you that we give them. Within Allstate, your personal information is available to those individuals who may need to see it to fulfill and service the needs of Allstate customers. In addition, we communicate regarding the need to protect your information to those individuals who have access to it, and we've established physical, electronic, and procedural safeguards to protect your information.

Finally, should your relationship with Allstate end, your personal information will remain protected in accordance with our privacy practices as outlined in this Important Notice.

## How can you find out what information we have about you?

You may request to either see, or obtain from us by mail, the personal information about you in our records. If you believe the personal information we have about you in our records is incomplete or inaccurate, you may request that we make any necessary corrections, additions or deletions to the disputed personal information. We may make arrangements with an insurance support organization or a consumer reporting agency to copy and disclose personal information to you on our behalf. You may also request a more complete description of the persons to whom we disclose personal information about you, or the circumstances which might warrant such disclosures.

You may send any of the requests listed above in writing to:

Allstate Insurance Company  
Customer Privacy Inquiries  
P.O. Box 11904  
Roanoke, VA 24022

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

If you are an Internet user . . .

To better serve you, allstate.com provides information about Allstate, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing allstate.com, please be sure to read the Privacy Statement that appears there.

In addition to the information contained in this Important Notice, the allstate.com Privacy Statement provides important information relating to your use of the website, including, for example, information regarding: 1) our use of "cookies," and 2) our collection of information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site. The website notice also contains important information you should consider regarding the degree of security of information transmitted over the Internet.

We hope you have found this Important Notice helpful. If you have any questions or would like more information, please don't hesitate to contact your Allstate agent, call the Allstate Customer Information Center at 1-800-Allstate, or visit allstate.com.

X66702

This notice is being provided on behalf of the following companies:

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
ALLSTATE FLORIDIAN INDEMNITY COMPANY  
ALLSTATE FLORIDIAN INSURANCE COMPANY  
ALLSTATE INDEMNITY COMPANY  
ALLSTATE INSURANCE COMPANY  
ALLSTATE INVESTMENT MANAGEMENT COMPANY (AIMCO)  
ALLSTATE NEW JERSEY INSURANCE COMPANY  
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY  
ALLSTATE TEXAS LLOYD'S  
ALLSTATE TEXAS LLOYD'S, INC.  
FORESTVIEW MORTGAGE INSURANCE COMPANY  
GENERAL UNDERWRITERS AGENCY, INC.  
ROADWAY PROTECTION AUTO CLUB, INC.

AUTO 540003701052103041630706



# Allstate Insurance Company

Policy Number: 0 98 778659 12/21  
Policy Effective Date: June 21, 2001

Your Agent: Swift Kennedy & CO (814) 371-5270

## Important Notice

### *State-Required Notices Regarding Your Auto, Motorcycle or Motor Home Insurance*

#### **Penalties for Insurance Fraud**

Pennsylvania law requires us to provide the following notification regarding insurance fraud:

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000. "Penalties for Insurance Fraud" is the only section in this notice that applies to motorcycles.

#### **Tort Options Available With Auto or Motor Home Insurance**

This notice briefly describes the tort options available to you with your auto or motor home policy. The laws of the Commonwealth of Pennsylvania require that you be given the right to choose either of the following two tort options:

- **Limited Tort Option**—This form of insurance limits your right and the rights of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under the policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of serious injury, as set forth in the policy, or unless one of several other exceptions noted in your policy applies.
- **Full Tort Option**—This form of insurance allows you to maintain an unrestricted right for yourself and other members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under your policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering or other nonmonetary damages as a result of injuries caused by other drivers.

If you wish to change the tort option indicated on the enclosed Policy Declarations, you must notify your agent, broker, or company, and complete the appropriate form.

#### **Discounts Available With Auto or Motor Home Insurance**

Pennsylvania law requires that we inform you of the availability of the following three discounts:

- **Passive Restraint Discount**—If your insured motor vehicle is equipped with air bags or passive seat belts, you may qualify for a premium discount on certain coverages. Passive seat belts are those that fasten without any action by the driver or front-seat passenger.
- **Anti-Theft Device Discount**—You may qualify for a premium discount on your policy's comprehensive coverage if your insured motor vehicle is equipped with a device that would help to prevent your motor vehicle from being stolen, such as certain types of alarms.
- **Defensive Driver Discount**—If you're age 55 or older and have successfully completed a Motor Vehicle Driver Improvement Course approved by the Pennsylvania Department of Transportation, you may qualify for a 5 percent discount on some coverages. In order to be eligible, you must have voluntarily enrolled in the course.

We offer many other money-saving discounts to qualified policyholders. Any discounts for which you have qualified will be listed on the enclosed Policy Declarations. For more information about any of the discounts we offer, please contact your agent, broker, or company.

# Allstate Insurance Company

Policy Number : 0 98 778659 12/21 Your Agent: Swift Kennedy & CO (814) 371-5270  
Policy Effective Date: June 21, 2001

## Important Notice

Being in good hands is the only place to be.<sup>SM</sup>

### *Our commitment to you*

By providing quality service and protection, Allstate is committed to giving you greater value for your insurance dollar. As an Allstate customer, you receive:

- Prompt, personalized service from your Allstate agent
- Fast, fair claims service, available 24 hours a day, 365 days a year
- Flexible payment plans
- A lower rate over time if you maintain a good driving record

### *We want to be your company for life*

Life insurance, that is. Whether you want to accumulate cash value income tax-free, supplement another policy, or help ensure that your mortgage can be paid off, Allstate Life Insurance Company has a wide variety of life insurance products to help you meet your family's needs.

### *At your service when you need it the most*

Allstate has the most highly-trained, responsive claims staff in the business, and our goal is to get you back on your feet as quickly as possible. To do our jobs as best we can, we need your help. Please remember to report claims promptly!

### *Did you know ...*

... that Allstate offers continued coverage to more than 98 percent of our auto and homeowner customers each year? It's true, and it gives us a great opportunity to build long-term relationships with valued customers like you.

X5913-1

AUTO 510003701052103041630707





# Allstate Automobile Insurance

## A Quick Guide to This Package

**\*IDENTIFICATION CARD**  
Your identification card  
must be carried for  
production upon demand.  
We suggest that you  
carry this card in your  
vehicle.

**\*POLICY DECLARATIONS**  
The Policy Declarations  
section contains  
detailed information  
about your policy such  
as drivers, vehicles,  
coverages, limits, and  
premiums.

**\*CHANGE TO YOUR POLICY**  
This section lists any  
changes that have been  
made to your insurance  
coverage effective at  
this renewal. Please  
read through this  
section carefully.

**\*IMPORTANT NOTICE**  
The Important Notice  
section provides you  
with explanations about  
insurance issues or any  
other policy information  
that we think may be  
helpful to you.

**\*QUESTIONS**  
Do you have any  
questions about this  
package? Just call your  
Allstate agent.

This is not a bill.

IDPA

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card.  
Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement.  
The ID card information may be used for vehicle registration and replacing license plates.

If your liability policy is not in effect, the ID card is no longer valid.  
You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the ID card as proof of financial responsibility after the insurance policy is terminated.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
96 VW Jetta

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
3VWSA81H9TM073133

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
99 Jeep Grand Cher

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
1J4GW58S6XC753714

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.



# Allstate Automobile Insurance

**IMPORTANT NOTICE** Regarding your Financial Responsibility Insurance Identification Card. Allstate is required by Pennsylvania law to send you an ID card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement. The ID card information may be used for vehicle registration and replacing license plates. If your liability policy is not in effect, the ID card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the ID card fraudulently such as using the ID card as proof of financial responsibility after the insurance policy is terminated.

## Pennsylvania Financial Responsibility Identification Card

Allstate Insurance Company 19232

William E & Jane A Wood  
138 Treasure Lake  
Dubois PA 15801-9003

POLICY NUMBER  
0 98 778659 12/21

YEAR / MAKE / MODEL  
93 Volvo

EFFECTIVE DATE  
06/21/01

VEHICLE ID NUMBER  
YV1LS5508P2056449

NOT VALID MORE THAN SIX MONTHS FROM  
EFFECTIVE DATE

AUTHORIZED REPRESENTATIVE

EXPIRATION DATE  
12/21/01

*Joseph T. Richardson Jr.*

This card must be shown to any Law Enforcement Officer upon request.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

- (a) You are involved in an auto accident.
- (b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege which has been previously suspended or revoked.

#### If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.

WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this state without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:

- (a) You are involved in an auto accident.
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Swift Kennedy & CO  
(814) 371-5270  
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- (b) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (c) You are stopped for violating any provision of 75 Pa. C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege which has been previously suspended or revoked.

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- Notify the police immediately.
- Obtain names, addresses, phone numbers (work and home) and license plate numbers of all persons involved including passengers and witnesses.
- Contact your Allstate agent as soon as possible.

Swift Kennedy & CO  
(814) 371-5270  
994 Beaver, Box 1032  
Dubois PA 15801

- If you are unable to contact your Allstate agent, call the Allstate Claim Office nearest to your home (check the phone book). If you are out of town, contact the nearest Allstate office.

# EXHIBIT B

# FILE COPY

TUCKER ARENSBERG  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

February 5, 2004

Sent Via Facsimile (814) 940-7525

Mr. Bob Nicewander  
Allstate Claims  
3 Sheraton Drive  
Altoona, PA 16601

Re:	Our Client:	Eric S. Wood
	Your Insured:	William Wood
	Date of Accident:	09/30/2001
	Claim No.:	6941722973
	Our File No.:	020798-112210

Dear Mr. Nicewander:

Please be advised that we represent Eric Wood for injuries he sustained in an accident on September 30, 2001. Please feel free to contact me if you have any questions or problems regarding my client's claim.

Please prove me with information regarding the coverage for William Wood's vehicles which were in effect on the date of the accident, specifically, I am looking for underinsured motorist coverage, as well as first-party benefits, especially medical benefits.

I expect to be making an underinsured motorist claim. Please contact me upon receipt of this letter to discuss the underinsured claim, as well as the first-party medical claim we will be submitting.

Thank you for your attention to this matter.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Dennis R. Sheaffer

DRS/pjb  
Enclosure

cc: Bradley S. Tupi, Esquire (w/encl.)

65966.1

## \* \* \* COMMUNICATION RESULT REPORT ( FEB. 5. 2004 4:34PM ) \* \* \*

TTI

TRANSMITTED/STORED FEB. 5. 2004 4:33PM FILE MODE	OPTION	ADDRESS	RESULT	PAGE
0907 MEMORY TX		18149407525	OK	2/2

REASON FOR ERROR  
E-1} HANG UP OR LINE FAIL  
E-3} NO ANSWER

E-2} BUSY  
E-4} NO FACSIMILE CONNECTION

TUCKER ARENSBERG  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 2/5/04

## PLEASE DELIVER IMMEDIATELY

TO: Bob ZimmermanADDRESSEE'S FAX: 814-940-7525FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric Stodd (Tuttle)File No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 2IF YOU DO NOT RECEIVE ALL 2 PAGES, PLEASE CALL  
THE SENDER IMMEDIATELYTELEPHONE: (717) 234-4121  
FACSIMILE: (717) 232-6802

COMMENTS:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL. THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

# EXHIBIT C

June 30, 2004

Sent Via Facsimile (412) 344-3818

Ms. Joanne Naper  
Allstate Insurance Company  
Market Claim Office  
1721 Cochran Road  
Pittsburgh, PA 15220-1002

Re:	Our Client:	Eric S. Wood
	Your Insured:	William E. Wood
	Date of Accident:	09/30/2001
	Claim No.:	6941722973
	Our File No.:	020798-112210

Dear Ms. Naper:

As you are aware, my client will be proceeding with an underinsured motorist claim for the injuries he sustained in the accident on September 30, 2001. I have now obtained a tender of the policy limits from the liability carrier for the driver of the vehicle in which my client was a passenger. He was the only party that was negligent in the occurrence of this accident. I am enclosing a copy of the letter from Frederick Marr, Adjuster for AAA MidAtlantic Insurance Company, whereby he is tendering the \$25,000.00 policy limits. I am also enclosing an Affidavit of insurance coverage confirming that the tortfeasor, Eric Schuler, had only \$25,000.00 of liability coverage at the time of this accident.

Consequently, I am requesting that you provide me with written authorization to accept the tender of the policy limits, to provide a Release to Mr. Schuler for his liability for the accident question, and to discontinue the civil action that Mr. Wood had filed against Mr. Schuler for his injuries sustained in the accident in question. Please provide me with written confirmation that you have authorized the all of the above. Once I have resolved this matter completely with the liability carrier for Mr. Schuler, I will be in a position to present Mr. Wood's demand for his underinsured motorist claim.

TUCKER | ARENSBERG  
Attorneys

Ms. Joanne Naper  
June 30, 2004  
Page 2

---

Should you have any questions, please do not hesitate to contact me. I look forward to receiving a prompt authorization to settle.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/pjb

cc: Mr. Eric Wood  
Bradley S. Tupi, Esquire

## \* \* \* COMMUNICATION RESULT REPORT ( JUN. 30. 2004 4:47PM ) \* \* \*

TTI

TRANSMITTED/STORED JUN. 30. 2004	4:46PM	OPTION	ADDRESS	RESULT	PAGE
FILE MODE					
3881 MEMORY TX			14123443818	OK	3/3

REASON FOR ERROR  
 E-1} HANG UP OR LINE FAIL  
 E-3} NO ANSWER

E-2} BUSY  
 E-4} NO FACSIMILE CONNECTION

TUCKER ARENSBERG  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 6/30/07

## PLEASE DELIVER IMMEDIATELY

TO: Joanne Naper - Allstate

ADDRESSEE'S FAX: 412-344-3818

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Trood

File No.: 20798 - 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 3

IF YOU DO NOT RECEIVE ALL 3 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121  
 FACSIMILE: (717) 232-6802

## COMMENTS:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

AAA MidAtlantic Insurance Company  
2040 Market Street  
Philadelphia, PA 19103

DATE: 1/20/04  
TO: Dennis Schaffer, Esq  
Fax Number: 717-232-6802  
FROM: Frederick Mall  
Fax Number: 215-864-5084

RE: Certified copy of our Ins  
Declaration page. (s) pg.

Please advise of your clients medical  
package and photos.

ct# 3732-4677-080062

Statement of Certification of Insurance

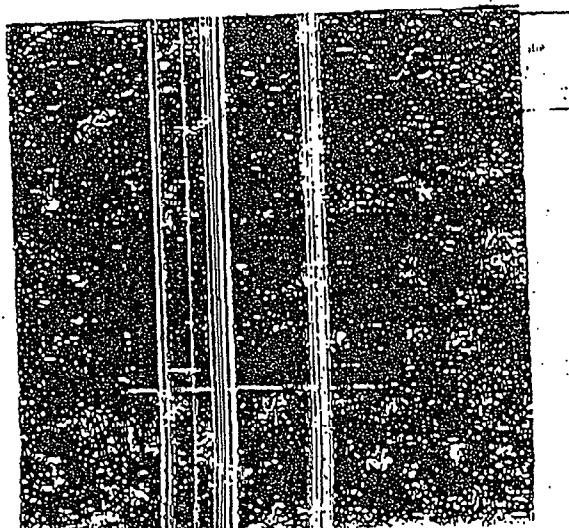
I, Jill Neumayer, do hereby certify that on this thirteenth day of January, 2004, I verified that this copy of the Keystone Insurance Company Policy declaration page for policy 332 4627, for Eric Schuler is a true and valid business document, pertaining to the policy as issued by Keystone Insurance Company.



Jill Neumayer  
AAA Mid-Atlantic Insurance Group  
Insurance Project Manager

Sworn in and subscribed before me  
this 13 day of Jan 2004

of Gary Neumayer  
of Gary Parker



mail  
1/14/04

SCANNED

**P-DAMAGE TO YOUR AUTOMOBILE**

Other Than Collision Loss	Actual Cash Value Less \$ 250 Deductible	218.00
Collision Loss	Actual Cash Value Less \$ 500 Deductible	651.00

Annual Premium Prior to This Change Is: \$ 978.00  
Change in Premium From 09/14/2001 through 09/13/2002 \$ 237.00

VEHICLE 1 LOSS PAYEE: CROSS VALLEY CREDIT UNION  
540 MULTIMILE DR, PLAINS, PA 18703

<u>ENDORSEMENT TO A92 09/13/02 PERSONAL AUTO POLICY PAP 89 (PA)</u>	<u>EDITION DATE</u>	<u>VEHICLE(S)</u>
PL0910 Pennsylvania Notice	01/1981	all listed
2333 Important Changes to Your Policy	06/1995	all listed
PP0151 Statement of Policy Provisions - PA	08/1992	all listed
2360PA Important Changes to Your Policy	10/1992	all listed
PP0309 Split Liability Limits	04/1986	all listed
PP0338 Limited Tort Alternative Information Notice - Pennsylvania	07/1990	all listed
PP0405 Uninsured/Underinsured Coverage Exclusion Endorsement	01/1988	all listed
PP0491 Uninsured/Underinsured Motorist Limits - PA	02/1987	all listed
PP0490 Uninsured/Underinsured Motorist Coverage - PA	08/1988	all listed
PP0421 Split Uninsured Motorist Coverage	12/1991	all listed
PP0420 Pennsylvania (Non-Stacked)	07/1990	all listed
PP0420 Split Uninsured Motorist Limits	07/1990	all listed
PP0417 Pennsylvania (Non-Stacked)	07/1990	all listed
PP0416 Uninsured Motorist Coverage	07/1990	all listed
PP0591 Split Underinsured Motorist Limits	07/1990	all listed
PP0591 Pennsylvania (Non-Stacked)	07/1990	all listed
PP0591 First Party Benefits Coverage - Pennsylvania	07/1990	all listed

**YOUR PREMIUM IS BASED UPON THE FOLLOWING:**

VEHICLE 1: 2001 LEXUS LS 400 SEDAN 4D; Standard Performance; Symbol 19;  
Territory 28, Class Code 49200

PRINCIPAL DRIVER: ERIC SCHULER; 07/25/1975; Male; LIC.# 23642336. FL; Rated as single  
use: Pleasure - Not driven to work or driven under 3 miles 1 way to work/commuting

point.

**YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING DISCOUNTS:**

LOSS FREE  
AAA MEMBERSHIP 10%  
ANT-THEFT 15%  
PASSIVE RESTRAINT 30%

<u>Vehicle(s)</u>
all listed
all listed
all listed
all listed

NAMED INSURED: ERIC SCHILLER

COLLIS. ON DAMAGE TO RENTAL VEHICLES

If collision coverage applies to any insured vehicle, it will also apply to a "non-owned" (rental) vehicle. However, in the event that a rental vehicle is being used as a temporary substitute for an insured vehicle which is not so covered, no collision coverage is available. See Policy for details.

LIBERALIZATION CLAUSE

If after issuance of this policy and before its expiration, there be adopted and published for use by the company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication of form, such extended or broadened insurance shall insure to the benefit of this insured hereunder as though such endorsement or substitution of form has been made.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.



AUTHORIZED SIGNATURE/COUNTER SIGNATURE

VEH	BI	PD	UMB	RIB	FIB	F#	FOR OFFICE USE ONLY					
							COMP	COLL	USE	PERF	ANTI PASS	
1	25	24	25	.29	21	23	34	37	0	4	15	30

HOME OFFICE COPY

CR 09/13/2001  
Page 03 of 03

Keystone Insurance Company

2040 Market Street - Philadelphia, PA 19103

THIS IS A TWELVE MONTH POLICY  
ANNUAL DECLARATIONS

STANDARD FORM AT INSURED LOCATION

For All Your Insurance Questions Contact:

Agent: CUSTOMER SERVICE  
(800) 845-5063

Named Insureds

ERIC SCHULER  
35 KARIN DRIVE  
MOUNTAINTOP, PA 18707

REGIONAL SERVICE CENTER  
KEystone INSURANCE COMPANY  
1125 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18505

Louis Puyee Added - Vehicle 01  
Louis Puyee Deleted  
Vehicle Replaced - Vehicle 01

This declaration supersedes all previously issued declarations.

INSURED VEHICLE(S) & SCHEDULE OF COVERAGE

This policy provides only those coverages  
for which a premium is shown.

COVERAGES/LIMITS OF LIABILITY

A-BODILY INJURY

Limited Tort Threshold  
\$25,000 Each Person/\$50,000 Each Accident

PREM UNL  
VEHICLE 01  
\$ 124.00

PROPERTY DAMAGE

\$25,000 Each Accident

144.00

C-UNINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

1.00

UNDERINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE  
\$25,000 Each Person/\$50,000 Each Accident

1.00

FIRST PARTY BENEFITS

Medical Expense Benefit \$5,000  
Work Loss Benefit No Coverage  
Funeral Expense Benefit \$2,500  
Accidental Death Benefit \$5,000

5.00  
No Cov.  
.00  
.00



Mid-Atlantic  
Insurance Group

2040 Market St  
Philadelphia, Pa 19103  
215-864-5000

June 22, 2004

Tucker/Arensberg  
Attorneys at Law  
111 N. Front St.  
Harrisburg, PA 17108-0889

Re: Our Insured: Eric Schuler  
Our File#: 3732-4627-080002  
Date of Loss: 9/30/2001  
Claimant: Eric Wood

Dear Attorney Dennis R. Scheaffer:

Be advised that we are tendering our liability limit of \$25,000.00 as full and final settlement regarding your client, Eric Wood.

We understand that this settlement is contingent on authority being granted by your clients' underinsured motorist carrier, Allstate Insurance Company. We await your response.

Feel free to contact the undersigned with any of your concerns. My hours are Monday through Friday, 8:00 AM to 4:30 PM.

Sincerely

Frederick Marr III  
Liability Specialist  
888-222-0086, x58418

PA State law requires that the following warning be shown on all claims-related correspondence and forms: "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 thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties." (18 Pa. C.S.A. § 4317 (k) (1))

## \* \* \* COMMUNICATION RESULT REPORT ( JUL. 1. 2004 2:39PM ) \* \* \*

TTI

TRANSMITTED/STORED JUL. 1. 2004 2:23PM	FILE MODE	OPTION	ADDRESS	RESULT	PAGE
3891 MEMORY TX			14123443818	OK	7/7

REASON FOR ERROR  
 E-1) HANGUP OR LINE FAIL  
 E-3) NO ANSWER OR LINE FAIL

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION

TUCKER ARENSBERG  
 Attorneys

Dennis R. Sheaffer  
 dsheaffer@tuckerlaw.com

## FACSIMILE COVER LETTER

DATE: 7/1/04

## PLEASE DELIVER IMMEDIATELY

TO: Joanne Mayer

ADDRESSEE'S FAX: 412-344-3818

FROM: DENNIS R. SHEAFFER, ESQUIRE

RE: Eric Hood

File No.: 20798 112210

SENDER: Paula

TOTAL PAGES (INCLUDING THIS COVER SHEET) 7

IF YOU DO NOT RECEIVE ALL 7 PAGES, PLEASE CALL  
 THE SENDER IMMEDIATELY

TELEPHONE: (717) 234-4121  
 FACSIMILE: (717) 232-6802

COMMENTS: Following are attachments  
 which were not included in  
 June 30, 2004, letter.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

# EXHIBIT D



Allstate  
You're in good hands.

PITTSBURGH  
1721 COCHRAN ROAD  
PITTSBURGH PA 15220-1002

TUCKER ARENSBERG  
111 NORTH FRONT STREET  
HARRISBURG PA 17101-1405

August 02, 2004

INSURED: WILLIAM E WOOD  
DATE OF LOSS: September 30, 2001  
CLAIM NUMBER: 6941722973 B05  
Eric S. Wood

PHONE NUMBER: 800-726-8990  
FAX NUMBER: 412-344-3818  
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Dear Mr. Sheaffer:

I am writing regarding your client, Eric S. Wood, for injuries he sustained resulting from the auto accident on or about September 30, 2001.

Be advised Allstate Insurance Company agrees to waive its subrogation interest and you may proceed to settle the pending bodily injury liability claim with Mid Atlantic Insurance Company.

If any questions, contact me Monday through Friday from 8:00am to 4:30pm.

Sincerely,

SHELVIA CRAWFORD

SHELIA CRAWFORD  
412-572-7241  
Allstate Insurance Company

GENI001

6941722973 B05

received  
3/4/11

VERIFICATION

I, Michelle De Iuliis, of Allstate Insurance Company, have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

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



DATED: 2/2/07

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that a true and correct copy of the foregoing Answer and New Matter to the Plaintiff's Complaint has been served this 6th day of February, 2007, by U.S. certified mail, return receipt requested, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

DICKIE, McCAMEY & CHILCOTE, P.C.

By 

Marla N. Presley, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED *No cc*  
*M 10:50 AM*  
FEB 22 2007 *6K*

William A. Shaw  
Prothonotary/Clerk of Courts

ERIC S. WOOD,

Plaintiff, : No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER**

42. Denied as a conclusion of law. Plaintiff timely filed the present claim within the applicable statute of limitations.

43. Denied as a conclusion of law. It is specifically denied that Plaintiff waived any claim or is estopped from bringing any claim in this matter.

44. Denied as a conclusion of law. It is denied that Defendant has any rights, privileges or immunities pursuant to the contract of the insurance in question which it can raise in defense of Plaintiff's claim.

45. Denied. It is specifically denied that Defendant took reasonable steps to investigate the claim in question or that it did not act with reckless disregard to Plaintiff's rights in failing to properly investigate the claim in question. The remaining allegations in paragraph 45 are denied as a conclusion of law.

46. Denied. It is denied as a conclusion of law that Defendant's actions were not sufficient to support an award of punitive damages as pled by the Plaintiff in his

Complaint. The remaining allegations in paragraph 46 are denied as conclusions of law.

WHEREFORE, Plaintiff, Eric Wodd, requests that judgment be entered in his favor as requested in his prayer for relief in his Complaint.

Respectfully submitted,

**TUCKER ARENSBERG, P.C.**



---

Dennis R. Sheaffer  
PA I.D. No. 39182  
111 North Front Street  
P.O. Box 889  
Harrisburg, PA 17108-0889  
Telephone: 717-234-4121  
Facsimile: 717-232-6802

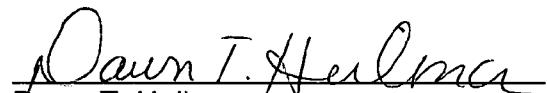
Dated: 2-20-07  
92591.1 (020798 - 112210)

Attorneys for Plaintiff, Eric Wood

**CERTIFICATE OF SERVICE**

AND NOW, this 20<sup>th</sup> day of February 2007, I, Dawn T. Heilman, Secretary to Dennis R. Sheaffer, Esquire, for the law firm of Tucker Arensberg, P.C., attorneys for Plaintiff, hereby certify that I have this day served the foregoing Reply to New Matter, by depositing a true and correct copy of the same in the United States Mail, first class, postage prepaid, at Harrisburg, Pennsylvania, addressed as follows:

Marla N. Presley, Esquire  
Robert J. Marino, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

  
Dawn T. Heilman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

No. 2006-00933-CD

v.

Issue No.

ALLSTATE INSURANCE COMPANY,

**NOTICE OF SERVICE OF RESPONSE  
TO FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS  
DIRECTED TO DEFENDANT,  
ALLSTATE INSURANCE COMPANY**

Defendant.

Code:

Filed on behalf of Defendant,  
ALLSTATE INSURANCE COMPANY

Counsel of record for this party:

Robert J. Marino, Esquire  
PA I.D. #30284

Marla N. Presley, Esquire  
PA I.D. #91020

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

**FILED**  
M 11/03/04  
JUL 12 2004  
10cc  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 2006-00933-CD
	)	
v.	)	
	)	
ALLSTATE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**NOTICE OF SERVICE OF RESPONSE TO FIRST REQUEST FOR PRODUCTION OF  
DOCUMENTS DIRECTED TO DEFENDANT, ALLSTATE INSURANCE COMPANY**

Prothonotary:

This is to certify that Defendant, Allstate Insurance Company, has served its Response to First Request for Production of Documents Directed to Defendant, Allstate Insurance Company, this 9<sup>th</sup> day of July, 2007, to counsel of record listed below.

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(*Counsel for Plaintiff*)

Respectfully submitted,

DICKIE MCCAMEY & CHILCOTE, P.C.  
By   
\_\_\_\_\_  
Marla N. Presley, Esquire

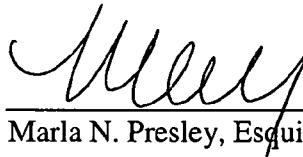
Attorneys for Defendant,  
Allstate Insurance Company

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that true and correct copies of the foregoing Notice of Service of Response to First Request for Production of Documents Directed to Defendant, Allstate Insurance Company, have been served this 9<sup>th</sup> day of July 2007, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(*Counsel for Plaintiff*)

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire

Attorneys for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF SERVICE OF ANSWERS TO  
FIRST SET OF INTERROGATORIES  
DIRECTED TO DEFENDANT,  
ALLSTATE INSURANCE COMPANY**

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF SERVICE OF ANSWERS TO FIRST SET OF INTERROGATORIES  
DIRECTED TO DEFENDANT, ALLSTATE INSURANCE COMPANY**

Prothonotary:

This is to certify that Defendant, Allstate Insurance Company, has served its Answers to First Set of Interrogatories Directed to Defendant, Allstate Insurance Company, this 9<sup>th</sup> day of July, 2007, to counsel of record listed below.

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(Counsel for Plaintiff)

Respectfully submitted,

DICKIE, MCCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire

Attorneys for Defendant,  
Allstate Insurance Company

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that true and correct copies of the foregoing Notice of Service of Answers to First Set of Interrogatories Directed to Defendant, Allstate Insurance Company have been served this 9<sup>th</sup> day of July, 2007, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(*Counsel for Plaintiff*)

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire

Attorneys for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

CIVIL DIVISION

Plaintiff,

G.D. No. 2006-00933-CD

VS.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF SERVICE OF ANSWERS TO  
FIRST SET OF INTERROGATORIES  
DIRECTED TO DEFENDANT,  
ALLSTATE INSURANCE COMPANY**

Filed on behalf of Defendant,  
Allstate Insurance Company

Counsel of record for this party:

Robert J. Marino, Esquire  
PA ID. No.: 30284

Marla N. Presley, Esquire  
PA. I.D. No.: 91020

Dickie, McCamey & Chilcote, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

FILED NO  
JUL 11 2007 CC  
JUL 12 2007 LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

ERIC S. WOOD,

No. 2006-00933-CD

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**NOTICE OF SERVICE OF ANSWERS TO FIRST SET OF INTERROGATORIES  
DIRECTED TO DEFENDANT, ALLSTATE INSURANCE COMPANY**

Prothonotary:

This is to certify that Defendant, Allstate Insurance Company, has served its Answers to First Set of Interrogatories Directed to Defendant, Allstate Insurance Company, this 9<sup>th</sup> day of July, 2007, to counsel of record listed below.

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(*Counsel for Plaintiff*)

Respectfully submitted,

DICKIE, MCCAMEY & CHILCOTE, P.C.

By   
Marla N. Presley, Esquire

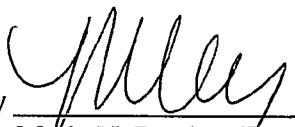
Attorneys for Defendant,  
Allstate Insurance Company

**CERTIFICATE OF SERVICE**

I, Marla N. Presley, Esquire, hereby certify that true and correct copies of the foregoing Notice of Service of Answers to First Set of Interrogatories Directed to Defendant, Allstate Insurance Company have been served this 9<sup>th</sup> day of July, 2007, by U.S. first-class mail, postage pre-paid, to counsel of record listed below:

Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(*Counsel for Plaintiff*)

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Marla N. Presley, Esquire

Attorneys for Defendant

ORIGINAL

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

Plaintiff,

No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of the Plaintiff's Motion to Compel Discovery is hereby ordered, and that the Defendant produce an unredacted copy of all the Claim Adjuster's log notes, as well as all items previously listed on a privileged log, except for the correspondence dated May 2, 2006 between its representative and Robert J. Marino, Esquire, within thirty (30) days of the date of this Order. Failure to produce the additional information will result in Defendant suffering an imposition of sanctions to be determined by this Court.

---

J.

(A)

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

ERIC S. WOOD,

Plaintiff, : No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

**PLAINTIFF'S MOTION TO COMPEL DISCOVERY**

AND NOW, this 5<sup>th</sup> day of February, 2008, comes the Plaintiff, Eric S. Wood, by and through his counsel, Dennis R. Sheaffer, and TUCKER ARENSBERG, P.C., and requests this Honorable Court to make an appropriate Order for Defendant's failure to answer Plaintiff's Request for Production of Documents and in support thereof alleges as follows:

1. The present action involves a bad faith claim by the Plaintiff against the Defendant for failing to properly handle/adjust his underinsured motorist claim that arose from an auto accident which occurred on September 30, 2001.
2. Plaintiff has forwarded Interrogatories Directed to Defendant and Requests for Production of Documents to Maria N. Presley, counsel for Defendant, on June 6, 2007. (See copy of transmittal letter attached hereto and marked Exhibit "A" incorporated herein by reference).

64  
FILED  
M 10 10 AD  
FEB 08 2008  
Amy Sheaffer

William A. Shaw  
Prothonotary/Clerk of Courts

3. Defendant, by and through its counsel, provided responses to Plaintiff's Interrogatories Directed to Defendant and Request for Production of Documents on July 9, 2007. (See copy of transmittal letter attached hereto and marked Exhibit "B" incorporated herein by reference).

4. Said Document Request response contained certain redactions of the Claim Adjustor's log notes and further contained a privilege log which was in large part a listing of correspondence between the Claims Adjuster and Counsel in the prior underinsured motorist's claim, which claim forms the basis for the presently filed bad faith action. (See a copy of redacted log notes and privileged log attached hereto and marked Exhibit "C" and incorporated herein by reference).

5. On July 24, 2007, Plaintiff's counsel sent a letter to Defendant's counsel requesting an unredacted copy of the Claims Adjuster's log notes, as well as a copy of all the correspondence listed in the privilege log, except for correspondence dated May 2, 2006 between the Defendant's representative and its counsel in the pending bad faith claim, Robert J. Marino, Esquire. (See copy of Plaintiff's counsel's letter to defense counsel dated July 24, 2007 and marked Exhibit "D" and incorporated herein by reference).

6. To date, Defendant's counsel has failed to provide the requested correspondence and unredacted log notes, both of which are clearly discoverable in the present bad faith claim.

7. Plaintiff is entitled to receive the requested documents and will be prejudiced by the Defendant's failure to provide them.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order compelling the Defendant to produce an unredacted set of the Claims Adjuster's log notes as well as all items listed in the privileged log, except for the correspondence dated May 2, 2006 between the Defendant's representative and the Defendant's present counsel, or suffer sanctions from this Court as it may deem fit.

Respectfully submitted,

**TUCKER ARENSBERG, P.C.**

By: 

Dennis R. Sheaffer  
Attorney I.D. #39182  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

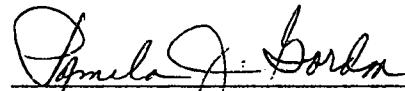
Dated: February 5, 2008

ATTORNEY FOR PLAINTIFF, ERIC S. WOOD

**CERTIFICATE OF SERVICE**

AND NOW, this 6<sup>th</sup> day of February, 2008, I, Pamela J. Gordon, for the firm of TUCKER ARENSBERG, P.C., hereby certify that a copy of the Plaintiffs Motion to Compel Discovery was served by placing a copy of the same in the United States Mail, postage prepaid, addressed to the following:

Maria N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402



---

Pamela J. Gordon



FILE COPY

TUCKER ARENSBERG  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

June 6, 2007

Marla N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Re: **Eric S. Wood v. Allstate Insurance Company**  
**No. 2006-00933-CD**  
**Our File No.: 020798 - 112210**

Dear Ms. Presley:

Enclosed please find Plaintiff's Interrogatories Directed to Defendant and Plaintiff's Request for Production of Documents Directed to Defendant.

If you should have any questions, please feel free to contact me.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/dth  
Enclosures  
cc: Eric Wood (w/encl.)  
93947.1



# Dickie McCamey

Marla N. Presley  
Attorney-at-Law  
Admitted in PA, OH, WV

Direct Dial: 412-392-5671  
Direct Fax: 412-392-5367  
mpresley@dmclaw.com

July 9, 2007

*Via Federal Express*  
Dennis R. Sheaffer, Esquire  
Tucker Arensberg, P.C.  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889

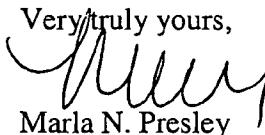
RE: Eric S. Wood v. Allstate Insurance Company  
Clearfield County No. 2006-009333-CD  
Your File No.: 020798-112210  
Our File No.: 1624.295719

Dear Mr. Sheaffer:

Enclosed please find the following documents, relative to the above referenced matter:

- (1) Answers to First Set of Interrogatories Directed to the Defendant, Allstate Insurance Company;
- (2) Responses to Requests for Production of Documents Directed to the Defendant, Allstate Insurance Company;
- (3) Copy of the Notice of Service of Answers to First Set of Interrogatories Directed to the Defendant, Allstate Insurance Company, the original of which has been filed with the Court; and
- (4) Copy of the Notice of Service of Responses to Requests for Production of Documents Directed to the Defendant, Allstate Insurance Company, the original of which has been filed with the Court.

Thank you for your attention to the above. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,  
  
Marla N. Presley

MNP/tjs  
Enclosure

cc: Robert J. Marino, Esquire

JUL 10 2007



NOTE: THE FILE DOCUMENTS ENCLOSED REPRESENT A FACSIMILE OF FILE SYSTEM DOCUMENTATION CREATED BY AN AUTOMATED SYSTEM GENERATION TOOL. WHILE THE ACCURACY OF THIS TOOL IS HIGH, ITS OUTPUT SHOULD NOT BE USED IN THE LITIGATION PROCESS. FOR THAT PURPOSE THE FILE RELEVANT FILE MATERIALS SHOULD BE COPIED INDEPENDENTLY FROM THE FILE SYSTEM.

## SYSTEM PRINT-OUTS

DESK: BJW \*\*\* COVERAGE DISPLAY - AUTO \*\*\* 05/09/06 17:08:40  
CLMNUM: 6941722973  
POLNUM: 098778659 EFFDT: 06/21 LOSSDT: 09/30/01 LINE: 10 ORG YEAR: 96  
INSD: WILLIAM E WOOD  
ADDR: 138 TREASURE LAKE CITY: DUBOIS ST: PA ZIP: 158019003  
YEAR: 99 MAKE: GCHER VIN: 1J4GW58S6XC753714 TYPE: 10 STANDARD  
OPTION(S): LIMITED TORT  
LPC NAME: CHRYSLER FINANCIAL CORPORATION (LEASE)  
ADDR: P O BOX 8446 CITY: STOCKTON ST: CA ZIP: 952080446  
AGENT NAME: SWIFT KENNEDY & CO AGENT NUM: 0275808 PHONE: 814-371-5270  
ACCT CO: 010 ALLST CASUALTY OPT PKG: N/A  
OPENABLE: AA 100,000/300,000 BB 100,000 CC 5,000 CF 2,500 CM 1 7,500  
DD - 500 HH - 50 SS 25,000/50,000 - STACKABLE SU 25,000/50,000 - STACKABLE

**POLICY S-CODES:**

VEHICLE S-CODES:

RDBL MULTI-CAR PASS-BES

LOSS REPORT - GENERAL INFORMATION - FILE SUMMARY

INSURANCE GENERAL INFORMATION - FILE SUMMARY  
INSD/BUSINESS NAME: W. WOOD  
INSD/BUSINESS ADDR: 138 TREASURE LAKE DUBOIS PA  
CLAIM NUMBER: 6941722973 LINE CODE: 10 CAT CODE: %NEG:  
TAKEN BY: D. CANDELA PHONE #: 877-268-2232  
REPORTED BY: BILL WOOD LOSS DATE: 09/30/01 REPORT DATE: 10/04/01  
X-FILE: DSK: X-FILE: DSK:  
LOSS LOC: 76 PHILADELPHIA  
ASSIGNED TO: DDC ACCT CO: 010 ALLSTATE INSURANCE COMPANY  
MCO: 6970 - ST. PETE CLAIM SERV CNTR PHONE #: 877-268-2232  
#CARS: 01 #PEOPLE: 0 INJURY: N DECEASED: N SUBRO CLOSED  
FACTS OF LOSS: INSURED OWNED/RENTED/BORROWED VEHICLE NOT INVOLVED: RESIDENT RELATIVE INJURED ONLY AS PASSENGER(S). -- SEE SELECTION 25 CP VIEWER FOR ADDITIONAL LOSS FACTS INFORMATION

DAMAGE: \*\*\* DAMAGE INFO NOT AVAILABLE \*\*\*

INS VEHICLE: 99 GCHER GCHER 1J4GW58S6XC753714  
P/R ORDERED: N

ID: 01 NAME: WOOD WILLIAM E  
ADDR: 138 TREASURE LAKE DUBOIS PA 158019003 HOME: 814-375-0149

DBA: BUS: 814-765-4733  
DESC: IN INV: AUTO OWNER INJURED: N DECEASED: N EXT: 2201  
ASSOC WITH: HRS: LANG: EN

ID: 01 NAME: WOOD WILLIAM E & JANE A  
ADDR: 138 TREASURE LAKE DUBOIS PA 158019003 HOME: 814-375-0149  
DBA: BUS:  
DESC: IN INV: AUTO OWNER INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 01 NAME: WOOD WILLIAM E  
ADDR: 138 TREASURE LAKE DUBOIS PA 158019003 HOME: 814-375-0149  
DBA: BUS:  
DESC: IN INV: AUTO OWNER INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 01 NAME: WOOD WILLIAM E & JANE A  
ADDR: 138 TREASURE LAKE DUBOIS PA 158019003 HOME: 814-375-0149  
DBA: BUS:  
DESC: IN INV: AUTO OWNER INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 02 NAME: SCHULER ERIC  
ADDR: 3329 WIEHLE STREET PHILADELPHIA PA 19129 HOME: 215-844-0920  
DBA: BUS: 215-350-5245  
DESC: CL INV: AUTO OWNER/DRIVER INJURED: Y DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 03 NAME: WOOD ERIC  
ADDR: 138 TREASURE LAKE DUBOIS PA 158019003 HOME: 814-375-0149  
DBA: BUS: 215-603-9240  
DESC: CL INV: PASSENGER INJURED: Y DECEASED: N EXT:  
ASSOC WITH: 02 HRS: LANG: EN

ID: 04 NAME: RESERVED FOR CANVAS  
ADDR: HOME:  
DBA: BUS:  
DESC: OP INV: INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 05 NAME: RESERVED FOR CANVAS  
ADDR: HOME:  
DBA: BUS:  
DESC: OP INV: INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 06 NAME: RESERVED FOR CANVAS  
ADDR: HOME:  
DBA: BUS:  
DESC: OP INV: INJURED: N DECEASED: N EXT:  
ASSOC WITH: HRS: LANG: EN

ID: 07 NAME:  
ADDR: PO BOX 828112 PHILADELPHIA PA 191828112 HOME:  
DBA: HAHNEMANN UNIVERSITY HOSPITAL BUS: 215-537-6728  
DESC: DR INV: DOCTOR INJURED: N DECEASED: N EXT:  
ASSOC WITH: 02 03 HRS: LANG: EN

ID: 08 NAME:  
 ADDR: PO BOX 828158 PHILADELPHIA PA 191828158 HOME:  
 DBA: MCPHU ANESTHESIA BUS: 866-867-4337  
 DESC: DR INV: DOCTOR INJURED: N DECEASED: N EXT:  
 ASSOC WITH: 03 HRS: LANG:

ID: 09 NAME:  
 ADDR: 111 NORTH FRONT STRE HARRISBURG PA 17108 HOME:  
 DBA: TUCKER ARENSBERG BUS: 717-234-4121  
 DESC: LW INV: LAWYER INJURED: N DECEASED: N EXT:  
 ASSOC WITH: 03 HRS: LANG:

DATE	DESK	NARRATIVE	APPL
020904	MED BB 02, , OPENED BECAUSE PROPERTY DAMAGE WAS SUSTAINED.		CCS *
	AUTO LOSS HISTORY TRANSACTION GENERATED		
B44	***** SYSTEM GENERATED MESSAGES *****		CNVS
	UPDATE APPLIED TO LOSS FACTS BY SUSAN CONZO IN MCO 524 ROC 1		
	8		
	UPDATE APPLIED TO INSURED INFORMATION BY SUSAN CONZO IN MCO		
	524 ROC 18		
021204	APP CLAIM EMPLOYEE NOTIFICATION SENT TO AGENT - 00075808		*
	CLAIM EMPLOYEE NOTIFICATION SENT TO AGENT - 00075808		CCS *
021404	B05 AUTO LOSS HISTORY TRANSACTION GENERATED		*
021804	APP CLAIM EMPLOYEE NOTIFICATION SENT TO AGENT - 00075808		*
021904	BLS NON-CERTIFIED DEC SENT TO ROBIN HABERMAN, 2420 LOC		LRS
022004	BPI INJURY BUREAU DATA TRANSMITTED FOR ID 03		IIB *
030304	GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. Please r OAS		*
	eference my february 20, 2004 letter		

DATE	DESK	NARRATIVE	APPL
041404	BPI GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. Please s OAS		*
	end medical/wage specials to my attention as they become ava		
	ilable		
060204	GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. Pending		*
	receipt of tortfeasors declaration page as well as confirmation		
	on of their settlement offer		
070204	B05 GEN_I_001 SENT TO ID NA - ERIE INSURANCE COMPANY		DPS *
	GEN_I_001 SENT TO ID NA - ERIE INSURANCE COMPANY		*
071604	BPI GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. MED/WAGE OAS		*
	INVESTIGATION CONTINUES		
080204	B05 GEN_I_001 SENT TO ID 09 - TUCKER ARENSBERG		DPS *
083104	BPI GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. Pending		OAS *
	resolution of tort claim and specials for uim		
090204	APP CLAIM EMPLOYEE NOTIFICATION SENT TO AGENT - 00075808		*
092404	B05 GEN_I_001 CREATED FOR ID 09 - TUCKER ARENSBERG		DPS *
	GEN_I_001 SENT FROM LOCAL FOR ID 09 - TUCKER ARENSBERG		*
DATE	DESK	NARRATIVE	APPL
100704	B05 GEN_I_001 CREATED FOR ID 09 - TUCKER ARENSBERG		DPS *
	GEN_I_001 SENT FROM LOCAL FOR ID 09 - TUCKER ARENSBERG		*
101104	GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1. Awaiting OAS		*
	current photos of scarring		
102004	ECC ***** SYSTEM GENERATED MESSAGES *****		CNVS
	UPDATE APPLIED TO LOSS FACTS BY DAVID GANNON IN MCO 242 ROC		
	18		
	UPDATE APPLIED TO INSURED INFORMATION BY DAVID GANNON IN MCO		
	242 ROC 18		

UPDATE APPLIED TO CLAIMANT BY DAVID GANNON IN MCO 242 ROC 18  
CPE \*\*\*\*\* SYSTEM GENERATED MESSAGES \*\*\*\*\*

UPDATE APPLIED TO INSURED INFORMATION BY JOHN ALUISE IN MCO  
242 ROC 18

UPDATE APPLIED TO CLAIMANT BY JOHN ALUISE IN MCO 242 ROC 18

UPDATE APPLIED TO CLAIMANT BY JOHN ALUISE IN MCO 242 ROC 18

102604 SEH NON-CERTIFIED DEC SENT TO R.HABERMAN 242 LRS

DATE DESK NARRATIVE APPL

112404 B05 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Awaiting OAS \*

completion of examinations under oath

121504 FRS MAILED CERT DEC TO ROBIN HABERMAN CCM

122104 B05 GEN\_I\_001 CREATED FOR ID 09 - TUCKER ARENSBERG DPS \*

GEN\_I\_001 SENT FROM LOCAL FOR ID 09 - TUCKER ARENSBERG

011505 GKB SENT TC ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Awaiting OAS \*

completion of examination under oath to proceed with review of claim

021705 ECC \*\*\*\*\* SYSTEM GENERATED MESSAGES \*\*\*\*\* CNVS

UPDATE APPLIED TO CLAIMANT BY DAVID GANNON IN MCO 242 ROC 18

UPDATE APPLIED TO CLAIMANT BY DAVID GANNON IN MCO 242 ROC 18

022505 B05 GEN\_I\_001 CREATED FOR ID NA - TROY J. HARPER DPS \*

GEN\_I\_001 SENT FROM LOCAL FOR ID NA - TROY J. HARPER

030305 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.INVESTIG OAS \*

ATION CONTINUING

031505 GEN\_F\_015 CREATED FOR ID 03 - ERIC WOOD DPS \*

DATE DESK NARRATIVE APPL

031505 B05 GEN\_F\_015 SENT FROM LOCAL FOR ID 03 - ERIC WOOD DPS \*

041505 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.INVESTIG OAS \*

ATION CONTINUING

052505 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Awaiting \*

outcome of arbitration hearing

071405 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration.

082605 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration

100805 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration.

102005 ECC \*\*\*\*\* SYSTEM GENERATED MESSAGES \*\*\*\*\* CNVS

UPDATE APPLIED TO CLAIMANT BY DAVID GANNON IN MCO 242 ROC 18

112405 B05 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration OAS \*

ceeding to arbitration

DATE DESK NARRATIVE APPL

011106 B05 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration OAS \*

ceeding to arbitration

022406 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case proceeding to arbitration

ceeding to arbitration

050906 BJW

ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: SHARON A HAUCK STATEMENT TYPE: OTHER - SS & SU  
SS & SU

INSD SON WAS PASSENGER IN FRIENDS VEH (ERIC SCHULER)  
L/M FOR C/C KEYSTONE INS

CLAIM# 37324627-02

F/HANDLER ANTHONY KOLOSKI 570-639-2693

NEED TO GET BI LIMITS TO RULE OUT SU EXPOSURE  
L/M AT 3:55PM

10/05/2001

ENTRY DATE: 10 - 21 - 2002 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: CHERYL A BILKA STATEMENT TYPE: OTHER - STG.BOX 1637  
STG.BOX 1637  
10/21/2002

ENTRY DATE: 01 - 28 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: SUSAN M WEIMER STATEMENT TYPE: OTHER - AGENT CALLED  
AGENT CALLED  
ATTY IS SENDING A LOR  
FOR SS/SU  
ADVISED THAT WE WILL HAVE FILED PULLED FROM STORAGE AND ONCE WE GET  
LETTER, FILE WILL BE SENT TO PITTSBURGH FOR FURTHER HANDLING  
01/28/2004

ENTRY DATE: 01 - 28 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: TAMMY J DEANTONIO STATEMENT TYPE: OTHER - SENT FOR FIL  
SENT FOR FILE FROM RCE  
01/28/2004

ENTRY DATE: 02 - 02 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: TAMMY J DEANTONIO STATEMENT TYPE: OTHER - RECEIVED FIL  
RECEIVED FILE FROM RCE GAVE TO B44  
02/02/2004

ENTRY DATE: 02 - 09 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: SUSAN M WEIMER STATEMENT TYPE: OTHER - REC'D LOR  
REC'D LOR  
SENDING FILE TO PITTSBURGH MCO  
02/09/2004

ENTRY DATE: 02 - 10 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: JASON A KOVAL STATEMENT TYPE: OTHER - FILE SHIPPED  
FILE SHIPPED TO PGH TO THE ATTENTION OF JOHN SACCANI PER REQUEST OF SUE  
CONZO. SHIPPED OVER NIGHT AIRBORNE EXPRESS# 6058949912 ON 2/10.  
02/10/2004

ENTRY DATE: 02 - 12 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS  
ASSIGNED TO SHELIA CRAWFORD---B05---COVERAGE WILL NEED EXPOSED AND FULL INVEST

IGATION WILL BE NEEDED---SEE ATTY LETTER  
02/12/2004

ENTRY DATE: 02 - 14 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - NEW FILE  
NEW FILE  
-INSD SON GP IN NON-CWED VEH  
-VEH INSD GP IN INSD W/KEYSTONE  
-WE ARE EXCESS UIM  
-NEED TO OBTAIN PR AND TT DR TO COMPLETE INVEST  
-INSD ATTY REQ'ING DEC  
-GIVE TO PROCESSOR TO PROCEED  
02/14/2004  
AFTER TALKING TO 02 DR - WE ARE NOT EXCESS UIM, BUT PRIMARY.  
02/16/2004

ENTRY DATE: 02 - 14 - 2004 PAGE: 1 OF 1  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CL BB  
CL BB  
02/14/2004

ENTRY DATE: 02 - 14 - 2004 PAGE: 1 OF 1  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CALLED DR. #  
CALLED DR. # NOT IN SVC. CALLED DA & OBTAINED HM# 215-844-0920. CALLED AND  
LFT ON VM TO CALL ME WEEKDAY TO DISCUSS AX. 1:50PM  
02/14/2004

ENTRY DATE: 02 - 16 - 2004 PAGE: 1 OF 1  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: INTERVIEW  
SPOKE TO TORTFEASOR DRIVER ON 2/14/04..ONE CAR MVA..02 OWNER/DRIVER OF HIS  
VEH. INSD ONLY GP IN CLT VEH..ON THEIR WAY HOME FROM A FOOTBALL GAME. NO  
DRUGS OR DRINKING INVOLVED..TRAVELLING ON I76 WHICH IS TWO LNS EACH WAY.  
POSTED SL 55MPH. RDS WET AND SLIGHTLY RAINING. 02 TRAVELLING APPROX 55-60MPH  
IN LFT LN PROCEEDED TO ENTER CURVE TO THE LFT WHEN VEH HYDROPLANNED AND HIT  
THE CENTER MEDIAL. THIS WAS LEVEL RD. PHILLIE CITY POLICE CALLED. VEH TOWED  
FROM SCENE. DRIVER NOT INJ'D. 02 VEH INSD THRU KEYSTONE.  
02/16/2004

ENTRY DATE: 02 - 16 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - INSD ATTY  
INSD ATTY  
CALLED TO DISCUSS CLAIM, LFT MES ON VM - 12:25PM  
02/16/2004

ENTRY DATE: 02 - 20 - 2004 PAGE: 1 OF 1  
ID: 09 TUCKER ARENSBERG  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - SENT ATTY LT  
SENT ATTY LTR ADVISING ASSISTING ON CLAIM -- ADVISED ATTY TO REFERENCE  
SHELIA'S 2/16/04 LETTER  
02/20/2004

ENTRY DATE: 02 - 26 - 2004 PAGE: 1 OF 1

ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - DEC SHEET  
DEC SHEET  
PER F/H REQUEST - SENT ATTY COPY OF DEC SHEET  
02/26/2004

ENTRY DATE: 07 - 02 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - UPDATE  
UPDATE  
ATTY HAD FAXED LTR REQUESTING SUBRO WAIVER ALONG WITH TORTFEASORS DEC SHEET  
AND LTR TENDERING LIMITS \*\*\*\* GAVE TO SHELIA TO REVIEW/ADVISE  
\*\*\*\*\*  
07/02/2004

ENTRY DATE: 07 - 02 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - INSD ATTY  
INSD ATTY  
NOT AVAIL, TT SEC, PAULA. ADVISED I NEED COPY OF PR TO PROCEED WITH ANY FURTHER INVEST NEC. SHE WILL FAX ME SAME  
07/02/2004

ENTRY DATE: 07 - 02 - 2004 PAGE: 1 OF 2  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CC  
CC  
LFT MES ON VM OF ADJ FREDERICK MARR III, TO CALL ME - 10:45AM  
07/02/2004  
REC'D CB FROM CC ADJ. CONFIRMED ONE CAR LOSS. TENDERED LIMIT OF 25K. STATES THERE IS A POLICY THRU ERIE IN 02 HH AT TIME OF LOSS, 04'S PARENT'S POLICY WHICH WOULD BE EXCESS LIABILITY. THEY SENT DENIAL LETTER ADVISING VEH 02 DRIVING AT TIME OF LOSS DOES NOT QUALIFY AS AN INSD VEH UNDER THAT POLICY.

07/02/2004  
LFT MES TO SEND ME COPY OF DENIAL FROM ERIE

ENTRY DATE: 07 - 02 - 2004 PAGE: 2 OF 2  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CC  
07/02/2004

ENTRY DATE: 07 - 02 - 2004 PAGE: 1 OF 2  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - EXCESS AA  
EXCESS AA  
EXCESS LIABILITY POLICY, WHICH IS 02'S PARENT'S POLICY:  
ERIE INS CO  
22 W. BROAD ST, PO BOX 4286  
BETHLEHEM, PA 18018-0286  
570-868-8146...ADJ KIRK SPACE  
FILE# 010180663771  
POLICYHOLDER: MALCOM & MAY SCHULER  
07/02/2004  
DISCUSSED W/SHELLY. SHE STATES THIS WOULD NOT BE AN EXCESS LIABILITY POLICY.

OK TO REQ COPY OF DENIAL SENT TO TORTFEASOR FOR OUR FILE. NO NEED TO REQ IT SEPERATELY FROM ERIE

ENTRY DATE: 07 - 02 - 2004 PAGE: 2 OF 2  
ID: 02 ERIC SCHULER  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - EXCESS AA  
07/02/2004

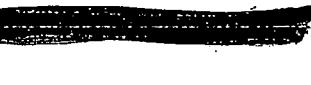
ENTRY DATE: 07 - 07 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - INSD ATTY  
INSD ATTY  
TT ATTY. STATES HE REC'D CC OF LETTER I SENT ERIE RE POSSIBLE EXCESS POLICY/  
STATES HE WILL CHECK FILE AND SEE WHAT RESPONSE HE REC'D RE IF THERE IS EXCESS  
COV AVAIL AND SEND TO ME. HE WILL ALSO SEND ME COPY OF PR AND FORWARD ME  
DEMAND  
07/07/2004

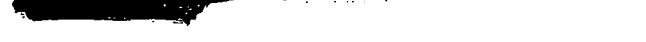
ENTRY DATE: 07 - 23 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - INSD ATTY  
INSD ATTY  
REC'D COPY OF PR AND DENIAL LETTER FROM ERIE...GAVE INFO TO PROCESSOR TO PROCE  
ED TO GATHER SPECIALS FOR MY EVAL  
07/23/2004  
DENIAL LETTER FROM ERIE IS FOR NO EXCESS LIABILITY COVERAGE.  
08/06/2004

ENTRY DATE: 07 - 23 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - UPDATE  
UPDATE



\*\*\*\*\*  
07/23/2004

ENTRY DATE: 08 - 30 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: 



ENTRY DATE: 09 - 02 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - SPECIALS --  
SPECIALS -- RECV'D DEMAND PKG FROM ATTY --- HE IS FAXING COPY OF RELEASE --  
RETURNED FILE TO SHELIA TO REVIEW/EVALUATE  
09/02/2004

ENTRY DATE: 09 - 24 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CLT ATTY  
CLT ATTY  
LFT MES ON VM TO SEND ME CURRENT PICS OF SCARRING - 2:45PM

09/24/2004

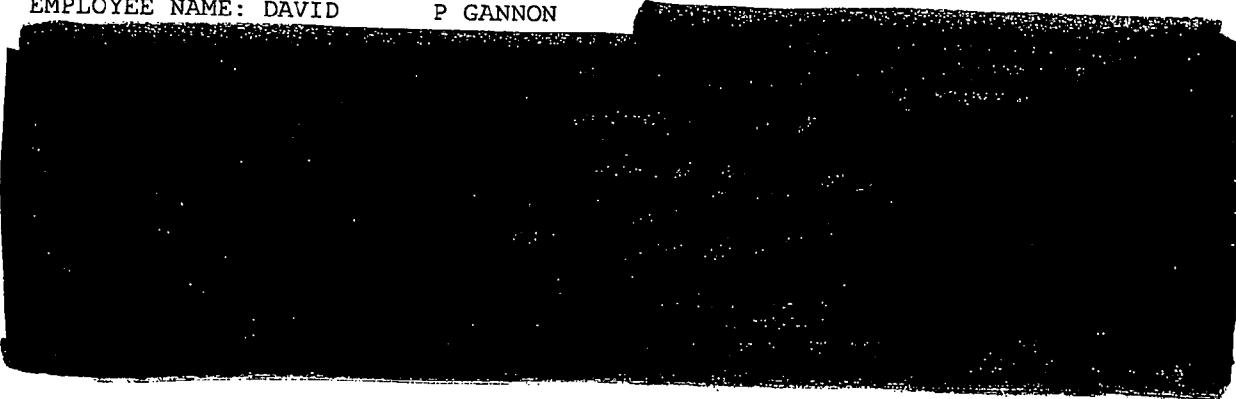
ENTRY DATE: 10 - 19 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - COVERAGE  
COVERAGE

DID COVERAGE CHECK FOR CORRECT DOL OF 10/1/01 AND COV IS IN LINE WITH  
SU 25/50 X 3. MADE COPIES FOR FILE OF COVERAGE AND VEH'S ON POLICY AT TIME OF  
10/1/01 DOL.

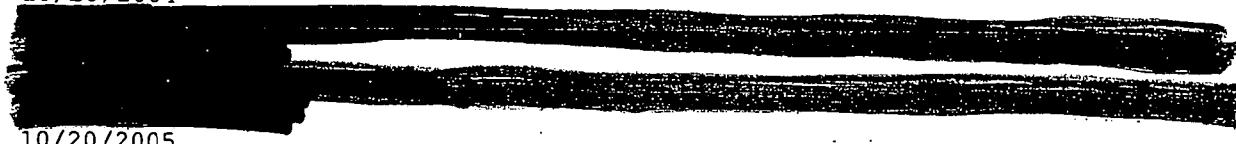
10/19/2004

ENTRY DATE: 10 - 19 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CLT ATTY  
CLT ATTY  
ADVISED CASE BEING REV'D AS WE SPEAK. SHOULD HEAR BACK FROM ME BY END OF THEN  
WEEK. STATES EVEN IF THEY DID RECONSTRUCTION TO CHEEK, IT ISN'T GUARANTEED  
AND HE'D ALWAYS HAVE A SCAR.  
10/19/2004

ENTRY DATE: 10 - 20 - 2004 PAGE: 1 OF 2  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: DAVID P GANNON



ENTRY DATE: 10 - 20 - 2004 PAGE: 2 OF 2  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: DAVID P GANNON STATEMENT TYPE: OTHER - RAN DATA SOL  
NOTIFY USED ON 10/20/2004, SENT TO: DDX7  
10/20/2004



10/20/2005

ENTRY DATE: 10 - 21 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
LFT VM FOR JOHN DENNISON 814-849-8316 TO CALL ME RE EUO ON INSD SON & PARENTS  
10/21/2004

ENTRY DATE: 10 - 21 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - CLT ATTY

CLT ATTY

TT ATTY SHEAFFER. ADVISED WE HAVE TO PROCEED WITH EUO TO RESOLVE RESIDENCY ISSUES...HE UNDERSTOOD. HE STATES AT TIME 03 WAS IN SCHOOL. EXPLAINED CASE BEING SENT OUT TO DEF COUNSEL TO PROCEED WITH EUO'S OF PARENTS AND ERIC. STATES HE WILL SEND ME LETTER REQUESTING DEC INFO.

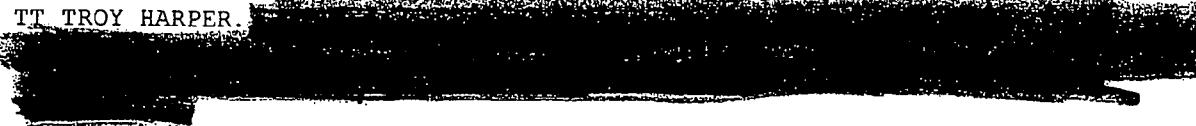
10/21/2004

ENTRY DATE: 10 - 27 - 2004 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: JANIE A WARNER STATEMENT TYPE: OTHER - EXAMINATIONS EXAMINATIONS UNDER OATH SEND DIRECTLY TO DENNISON AND DENNISON.  
(DID NOT SEND ORIGINAL PICTURES)  
--NO CJG LETTER  
--NO TAPES IN FILE TO DUBB.  
10/27/2004

ENTRY DATE: 11 - 01 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - INSD ATTY  
INSD ATTY  
SENT DEC SHEET  
11/01/2004

ENTRY DATE: 11 - 23 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - REVIEW  
REVIEW  
CALLED DEF ATTY,  


ENTRY DATE: 11 - 30 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PL COMMENTS  
AWAITING EUO---DIARY AHEAD 30 DAYS BY DGGG 11/30/2004  
AWAITING DISCOVERY BY DGGG 12/08/2004

ENTRY DATE: 12 - 01 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY HARPER.  


ENTRY DATE: 12 - 20 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEC  
DEC  
REC'D TODAY. HAVING COPIED TO SEND TO PL COUNSEL AND TO CC DEF ATTY PER OUR  
PRIOR CONVERSATION  
12/20/2004

ENTRY DATE: 12 - 21 - 2004 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - POLICY HX  
POLICY HX  
SENT COPY OF SAME TO INSD ATTY & CC'D DEF ATTY, TROY HARPER  
12/21/2004

ENTRY DATE: 02 - 01 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - SU REVIEW  
SU REVIEW  
TT DEF ATTY, TROY HARPER.  
[REDACTED]

NOTIFY USED ON 02/01/2005, SENT TO: DGGG  
02/01/2005

ENTRY DATE: 02 - 02 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS

NOTIFY USED ON 02/02/2005, SENT TO: DDX7  
02/02/2005

ENTRY DATE: 02 - 03 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - [REDACTED]

NOTIFY USED ON 02/03/2005, SENT TO: DGGG  
02/03/2005

ENTRY DATE: 02 - 16 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: DAVID P GANNON STATEMENT TYPE: OTHER - [REDACTED]

02/16/2005

ENTRY DATE: 02 - 21 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
LFT MES ON VM OF TROY HARPER.  
[REDACTED]

02/21/2005

ENTRY DATE: 02 - 23 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: DAVID P GANNON STATEMENT TYPE: OTHER - OBERMIEIER C  
[REDACTED]

02/23/2005

NOTIFY USED ON 02/23/2005, SENT TO: DDX7

ENTRY DATE: 02 - 24 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY HARPER.

02/24/2005

ENTRY DATE: 02 - 25 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - PER OUR CONV  
PER OUR CONVERSATION, I HAVE SENT AN ROR. FOR REASON: YOU HAVE REFUSED TO GIVE  
US AN EXAMINATION UNDER OATH IN ORDER FOR US TO MAKE A PROPER DETERMINATION O  
F AVAILABLE COV FOR THIS LOSS....REFERENCED PAGE 16 OF AU137-3 AUTO POLICY:  
WHAT YOU MUST DO IF THERE IS A LOSS. PARAGRAPH #1 WHICH INCLUDES "WE MAY ALSO  
REQUIRE THAT PERSON TO SUBMIT TO EXAMINATIONS UNDER OATH.  
NOTIFY USED ON 02/25/2005, SENT TO: DGGG

02/25/2005

ENTRY DATE: 02 - 25 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS

02/25/2005

NOTIFY USED ON 02/25/2005, SENT TO: GL6G

ENTRY DATE: 03 - 02 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - REVIEW  
REVIEW

03/02/2005

ENTRY DATE: 03 - 10 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
REC'D AND REV'D LETTER ALONG WITH FPL TO BE SENT TO INSD ATTY. OKAY TO DO SO.

03/10/2005

ENTRY DATE: 03 - 10 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD

EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - 470.00 OKAY  
470.00 OKAY TO PAY DEF ATTY  
03/10/2005

ENTRY DATE: 03 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD

EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY HARPER.

03/15/2005

ENTRY DATE: 03 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - SEE PRIOR EN  
SEE PRIOR ENTRY  
NOTIFY USED ON 03/15/2005, SENT TO: DGGG  
03/15/2005

ENTRY DATE: 03 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY

03/15/2005

ENTRY DATE: 03 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER -

NOTIFY USED ON 03/15/2005, SENT TO: DGGG  
03/15/2005

ENTRY DATE: 03 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY HARPER.

03/15/2005

ENTRY DATE: 03 - 16 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS

NOTIFY USED ON 03/16/2005, SENT TO: DDX7  
03/16/2005

ENTRY DATE: 03 - 16 - 2005 PAGE: 1 OF 1  
ID: 01 WILLIAM E WOOD  
EMPLOYEE NAME: JANIE A WARNER STATEMENT TYPE: OTHER - FAXED SUIT T  
FAXED SUIT TRANSMITTALS TO SUSAN O'CONNELL.....NOW APPOINTING ARBITRATOR..  
...PLAINTIFF ALREADY APPOINTED, NICK LORENZO.  
--MAILED ALL SCREEN PRINTS TO TROY HARPER WITH DENNISON, DENNISON & HARPER.  
03/16/2005

ENTRY DATE: 04 - 14 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - ARBS  
ARBS

ENTRY DATE: 04 - 25 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - [REDACTED]  
[REDACTED]  
04/25/2005

ENTRY DATE: 06 - 04 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - [REDACTED]

NOTIFY USED ON 06/04/2005, SENT TO: DDS6  
06/04/2005

ENTRY DATE: 08 - 15 - 2005 PAGE: 1 OF 1  
ID: 03 WILLIAM E WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
REC'D COPY OF BRIEF SUBMITTED TO ARBS ONT HE ESTOPPEL AND STATEMENT UNDER  
OATH ISSUES. TILL LET ME KNKOW ONCE ARBS MAKE DECISION  
08/15/2005

ENTRY DATE: 08 - 19 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
NEUTRAL ARB ASKED COUNSELS FOR CLT TO SUBMIT BRIES ON THE LEGAL ISSUE OF  
ESTOPPEL AND ?'S OF SUG BEFORE 8/15. TENTATIVE UIM HEARING DATE 10/26/05  
08/19/2005

ENTRY DATE: 10 - 17 - 2005 PAGE: 1 OF 1

ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - PER OUR DISC  
PER OUR DISCUSSION THE ARBS DETERMINED THAT CLIENT DOES NOT HAVE TO GIVE  
SUO RE RESIDENCY. DEF ATTY [REDACTED]

NOTIFY USED ON 10/17/2005, SENT TO: DGGG  
10/17/2005

ENTRY DATE: 10 - 18 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS  
AGREE---WE'LL HAVE TO EVALUATE BASED ON WHAT WE HAVE TO DATE  
NOTIFY USED ON 10/18/2005, SENT TO: DDX7  
10/18/2005

ENTRY DATE: 10 - 20 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD

EMPLOYEE NAME: DAVID P GANNON STATEMENT TYPE: OTHER - RE [REDACTED]

ENTRY DATE: 10 - 20 - 2005 PAGE: 1 OF 1  
ID: 03 ERIC WOOD

EMPLOYEE NAME: DAVID P GANNON STATEMENT TYPE: OTHER - [REDACTED]

10/20/2005

ENTRY DATE: 02 - 22 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PAY  
CHECK REQUEST ISSUED. ISSUE DT: 02/22/06 TIME: 09:34:54  
USER: DDX7 COV: SU AMOUNT: \$ 342.90  
MAIL-TO NAME: SCHREIBER REPORTING SERVICE  
MAIL-TO ADDRESS: PO BOX 997  
ST. MARYS PA 15857  
PAYEE: SCHREIBER REPORTING SERVICE  
INVOICE # 7783 SV  
CHECK ISSUED. ISSUE DT: 02/22/06 TIME: 18:19:09 CHECK NUMBER: 170120645  
CHECK PRINTED. PRINT DT: 02/23/06 TIME: 09:59:51 CHECK NUMBER: 170120645  
CHECK CASHED. DATE: 03/10/06

ENTRY DATE: 02 - 22 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - [REDACTED]

NOTIFY USED ON 02/22/2006, SENT TO: DGGG  
02/22/2006

ENTRY DATE: 02 - 22 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: JOHN

A SACCANI

STATEMENT TYPE: [REDACTED]

02/22/2006

ENTRY DATE: 02 - 24 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SHELIA

D CRAWFORD

STATEMENT TYPE: OTHER - ROUNDTABLE

ROUNDTABLE

AFTER REVIEW OF CASE RE RESIDENCY, RETURNED FILE TO EC TO REVIEW FOR AUTH

02/24/2006

ENTRY DATE: 02 - 27 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SHELIA

D CRAWFORD

STATEMENT TYPE: OTHER - DEF ATTY

DEF ATTY

TT TROY HARPER

02/27/2006

ENTRY DATE: 03 - 02 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SHELIA

D CRAWFORD

STATEMENT TYPE: OTHER - DEF ATTY

DEF ATTY

TT TROY HARPER

03/02/2006

ENTRY DATE: 03 - 04 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SHELIA

D CRAWFORD

STATEMENT TYPE: OTHER - [REDACTED]

03/04/2006

ABOVE AMT IS TO PAY NEUTRAL ARB, THOMAS WAGNER (THIS IS 1/2 OF THE BILL)

03/04/2006

ENTRY DATE: 03 - 07 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SYSTEM

STATEMENT TYPE: PAY

CHECK REQUEST ISSUED. ISSUE DT: 03/07/06 TIME: 11:39:11

USER: DDS6 COV: SU

AMOUNT: \$ 485.48

MAIL-TO NAME: MEYER & WAGNER

MAIL-TO ADDRESS: 115 LAFAYETTE ST

SAINT MARYS PA 158571327

PAYEE: MEYER & WAGNER

INVOICE NO. 21331

PROFESSIONAL SERVICES

CHECK ISSUED. ISSUE DT: 03/07/06 TIME: 17:48:36 CHECK NUMBER: 160128734

CHECK PRINTED. PRINT DT: 03/08/06 TIME: 03:51:58 CHECK NUMBER: 160128734

CHECK CASHED. DATE: 03/16/06

ENTRY DATE: 03 - 14 - 2006

PAGE: 1 OF 1

ID: 03 ERIC

WOOD

EMPLOYEE NAME: SHELIA

D CRAWFORD

STATEMENT TYPE: OTHER - JOHN: UIM CL

03/14/2006

ENTRY DATE: 03 - 14 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: JOHN A SACCANT STATEMENT TYPE: PL COMMENTS

03/14/2006

ENTRY DATE: 03 - 14 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY.

03/14/2006

ENTRY DATE: 03 - 16 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PAY  
CHECK REQUEST ISSUED. ISSUE DT: 03/16/06 TIME: 14:51:17  
USER: DDX7 COV: SU AMOUNT: \$ 375.00  
MAIL-TO NAME: MATTHEW TALADAY  
MAIL-TO ADDRESS: 498 JEFFERS ST, PO BOX 487  
DUBOIS PA 15801  
PAYEE: MATTHEW TALADAY  
ARBITRATOR FEE. INVOICE # 22255  
CHECK ISSUED. ISSUE DT: 03/16/06 TIME: 17:49:54 CHECK NUMBER: 164006393  
CHECK PRINTED. PRINT DT: 03/17/06 TIME: 02:33:52 CHECK NUMBER: 164006393  
CHECK CASHED. DATE: 03/31/06

ENTRY DATE: 03 - 21 - 2006 PAGE: 1 OF 2  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PAY  
CHECK REQUEST ISSUED. ISSUE DT: 03/21/06 TIME: 12:06:33  
USER: DDX7 COV: SU AMOUNT: \$ 75000.00  
MAIL-TO NAME: DENNIS R. SHEAFFER, ESQUIRE  
MAIL-TO ADDRESS: 111 N FRONT ST  
HARRISBURG PA 171011405  
PAYEE: ERIC WOOD AND HIS ATTORNEY  
DENNIS R. SHEAFFER, ESQUIRE  
FINAL SETTLEMENT OF UNDERINSURED MOTORIST  
CLAIM RESULTING FROM ACCIDENT ON 10/1/01  
CHECK RELEASED FROM PENDING QUEUE. DATE: 03/21/06 TIME: 13:16:17 USER: L5J6  
CHECK ISSUED. ISSUE DT: 03/21/06 TIME: 17:44:55 CHECK NUMBER: 197010626  
CHECK PRINTED. PRINT DT: 03/22/06 TIME: 01:30:25 CHECK NUMBER: 197010626

ENTRY DATE: 03 - 21 - 2006 PAGE: 2 OF 2  
ID: 03 ERIC WOOD

EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PAY  
CHECK CASHED. DATE: 04/03/06

ENTRY DATE: 03 - 22 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SYSTEM STATEMENT TYPE: PAY  
CHECK REQUEST ISSUED. ISSUE DT: 03/22/06 TIME: 15:37:15  
USER: DDX7 COV: SU AMOUNT: \$ [REDACTED]  
MAIL-TO NAME: DENNISON, DENNISON & HARPER  
MAIL-TO ADDRESS: 293 MAIN ST  
BROOKVILLE PA 15825  
PAYEE: DENNISON, DENNISON & HARPER  
INVOICE # 634970  
CHECK ISSUED. ISSUE DT: 03/22/06 TIME: 17:44:22 CHECK NUMBER: 164007091  
CHECK PRINTED. PRINT DT: 03/23/06 TIME: 01:11:40 CHECK NUMBER: 164007091  
CHECK CASHED. DATE: 03/31/06

ENTRY DATE: 04 - 26 - 2006 PAGE: 1 OF 1  
ID: 03 ERIC WOOD  
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER - DEF ATTY  
DEF ATTY  
TT TROY [REDACTED]

04/26/2006

**PRIVILEGE LOG FOR PRODUCTION OF ALLSTATE CLAIM FILE**

	DATE	DESCRIPTION	PRIVILEGE
<b>Allstate Claim File</b>			
05/02/06	Letter from Michelle Delulis at Allstate to Attorney Robert Marino regarding assignment of claim (11 pages)	Attorney-Client	
04/25/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding claim (2 pages)	Attorney-Client	
04/05/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding claim (2 pages)	Attorney-Client	
03/22/06	Electronic mail from Shelia Crawford at Allstate to Attorney Troy Harper regarding settlement (1 page)	Attorney-Client	
03/21/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding settlement (1 page)	Attorney-Client	
03/21/06	Duplicate letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding settlement (2 pages)	Attorney-Client	
03/20/06	Electronic mail to Charlene Rubino regarding the defense counsel invoice for services rendered (2 pages)	Attorney-Client	
03/14/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding the arbitration (1 page)	Attorney-Client	
02/28/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding settlement and release (2 pages)	Attorney-Client	
02/28/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding settlement (2 pages)	Attorney-Client	
02/28/06	Duplicate copy of letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding settlement (2 pages)	Attorney-Client	
02/16/06	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding Examination Under Oath (8 pages)	Attorney-Client	

DATE	DESCRIPTION	PRIVILEGE
10/12/05	Document regarding the Plaintiff's demand (1 page)	Rule 4003.3
10/10/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (1 page)	Attorney-Client
10/10/05	Duplicate letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (1 page)	Attorney-Client
08/19/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (1 page)	Attorney-Client
08/12/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration and case materials (80 page)	Attorney Work Product
08/01/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (2 pages)	Attorney-Client
07/25/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (2 pages)	Attorney-Client
06/09/05	Copy of draft to defense counsel for services rendered (1 page)	Attorney-Client
05/26/05	Letter/Invoice from defense counsel to Shelia Crawford at Allstate regarding services rendered (5 pages)	Attorney-Client
04/27/05	Copy of draft/invoice to defense counsel for services rendered (3 pages)	Attorney-Client
03/18/05	Letter from Susan O'Connell at Allstate to Attorney Troy Harper regarding claim (1 page)	Attorney-Client
03/17/05	Letter from Shelia Crawford at Allstate to Attorney Troy Harper regarding claim (1 page)	Attorney-Client
03/16/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding the examination under oath regarding claim (4 pages)	Attorney Work Product
03/16/05	Letter from Susan O'Connell to Shelia Crawford at Allstate regarding suit assignment (6 pages)	Attorney-Client
03/15/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (1 page)	Attorney-Client
03/15/05	Letter from Shelia Crawford at Allstate to Attorney Troy Harper regarding reservation of rights (3 pages)	Attorney-Client
03/15/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding arbitration (8 pages)	Attorney-Client
03/11/05	Copy of draft/invoice to defense counsel for services rendered (6 pages)	Attorney-Client

DATE	DESCRIPTION	PRIVILEGE
03/10/05	Letter from Shelia Crawford at Allstate to Attorney Troy Harper regarding claim (1 page)	Attorney-Client
03/07/05	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding claim (4 pages)	Attorney-Client
03/02/05	Note of Shelia Crawford of Allstate Insurance regarding discussions with Attorney Troy Harper (1 page)	Attorney-Client
03/01/05	Letter from Attorney Dave Obermeier to Shelia Crawford at Allstate regarding claims, strategy, defense (6 pages)	Attorney Work Product
03/01/05	Duplicate letter from Attorney Dave Obermeier to Shelia Crawford at Allstate regarding claims, strategy, defense (6 pages)	Attorney-Client
03/01/05	Facsimile to Attorney Troy Harper regarding letter from Attorney Dave Obermeier addressing claims, strategy, defense (6 pages)	Attorney Work Product
02/01/05	Notes of Shelia Crawford to John Saccani regarding the examination under oath (1 page)	Attorney-Client
02/25/05	Letter from Shelia Crawford at Allstate to Attorney Troy Harper regarding reservation of rights (1 page)	Attorney-Client
02/18/05	Facsimile to Attorney Dave Obermeier from Shelia Crawford at Allstate regarding claim (3 pages)	Attorney-Client
01/26/05	Copy of draft/invoice to defense counsel for services rendered (3 pages)	Attorney-Client
01/14/05	Letter from Troy Harper to Shelia Crawford regarding claim (2 pages)	Attorney-Client
12/21/04	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding claim (1 page)	Attorney Work Product
10/20/04	Claim Note of Dave Cannon at Allstate, portions redacted regarding strategy/tactic on page 1, pages 2 and 3 redacted in their entirety (3 pages)	Rule 4003.3
10/12/04	Internal Injury Evaluation Worksheet (3 pages)	Rule 4003.3
undated	Notes of Shelia Crawford regarding reservation of rights (1 page)	Attorney Work Product
undated	New Suit Referral Form prepared by Shelia Crawford (1 page)	Rule 4003.3

	DATE	DESCRIPTION	PRIVILEGE
<u>Allstate Claim Diary</u>	07/02/04	Shelia Crawford regarding portions of the claim diary have been redacted:	
	07/23/04	Joanne Naper regarding defense strategy/tactic	Rule 4003.3
	08/30/04	Joanne Naper regarding correspondence from Attorney Troy Harper; strategy/tactic	Rule 4003.3
	10/20/04	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3
	11/23/04	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3
	12/01/04	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	02/01/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	02/02/05	John Saccani regarding strategy/tactic	Rule 4003.3
	02/03/05	Shelia Crawford regarding strategy/tactic	Rule 4003.3
	02/16/05	Dave Gannon regarding strategy/tactic	Rule 4003.3
	02/21/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	02/23/05	Dave Gannon regarding conversations with Attorney Dave Obermierer	Attorney Client
	02/24/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	02/25/05	John Saccani regarding strategy/tactic	Rule 4003.3
	03/02/05	Shelia Crawford regarding correspondence to Attorney Troy Harper	Attorney Client
	03/10/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	03/15/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	03/15/05	Shelia Crawford regarding defense and strategy/tactic	Rule 4003.3
	03/15/05	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	03/16/05	John Saccani regarding defense and strategy/tactic	Rule 4003.3
	04/14/05	Shelia Crawford regarding defense and strategy/tactic	Rule 4003.3
	04/25/05	Shelia Crawford regarding defense counsel, Troy Harper	Attorney Client
	06/04/05	Shelia Crawford regarding defense counsel, Troy Harper	Attorney Client
	10/17/05	Shelia Crawford Shelia Crawford regarding conversations with Attorney Troy Harper regarding Arbitration	Attorney Client
	10/20/05	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3

DATE	DESCRIPTION	PRIVILEGE
10/20/05	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3
02/22/06	John Saccani regarding defense and strategy/tactic	Rule 4003.3
02/22/06	Shelia Crawford regarding defense and strategy/tactic	Rule 4003.3
02/27/06	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
03/02/06	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
03/04/06	Shelia Crawford regarding defense counsel, Troy Harper	Attorney Client
03/14/06	Shelia Crawford regarding defense and strategy/tactic	Rule 4003.3
03/14/06	John Saccani regarding defense and strategy/tactic	Rule 4003.3
03/14/06	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
04/26/06	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client



FILE

TUCKER | ARENSBERG  
Attorneys

Dennis R. Sheaffer  
dsheaffer@tuckerlaw.com

July 24, 2007

Marla N. Presley, Esquire  
Dickie, McCamey & Chilcote, P.C.  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

**Re: Eric S. Wood v. Allstate Insurance Company  
No. 2006-00933-CD  
Our File No.: 020798 - 112210**

Dear Marla:

Thank you for your letter of July 9, 2007 enclosing Allstate's Answers to First Set of Interrogatories Directed to Defendant, as well as the Response to Requests to Production of Documents. Prior to filing a formal Motion to Compel, I thought I would first write and request that you voluntarily provide information that was either redacted or withheld from the responses that you provided.

First, the items that were redacted from the claims file notes should not have been redacted. There is no basis to redact and withhold whatever information is in these notes on the basis of confidentiality or privilege in this case, since it is a bad faith claim. Thus, I request that you provide another unredacted copy of the notes that were originally provided along with your letter of July 9, 2007.

Further, I request that you provide all the items listed on your privilege log, except for the first listed item, that being the letter from Michele Deunious at Allstate to Attorney Robert Marino regarding assignment of claim dated May 2, 2006. That would be the only item that could be legitimately claimed as privileged on the basis of attorney-client privilege. All the other items deal with handling of the underinsurance motorist claim and are not privileged. Again, I request that you provide all those items, except for the May 2, 2006 letter from Michele Deunious to Attorney Marino.

If you are not going to voluntarily provide the requested information, please advise me of that so that I may take the appropriate steps to compel the production of these items. I would appreciate it if you would provide me with your response within the next twenty (20) days in order that I may continue to move this matter forward. I want to have this information prior to the scheduling of depositions in this matter.

July 24, 2007  
Page 2

TUCKER ARENSBERG  
Attorneys

Thank you for your expected cooperation. I await your response.

Very truly yours,

TUCKER ARENSBERG, P.C.



Dennis R. Sheaffer

DRS/ppt

cc: Eric Wood

95403

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

CA

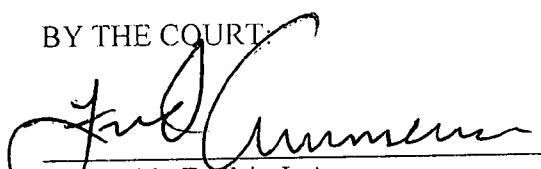
ERIC S. WOOD :  
vs. : No. 06-933-CD  
ALLSTATE INSURANCE :  
COMPANY :

ORDER

AND NOW, this 12<sup>th</sup> day of February 2008, it is the ORDER of the Court that argument on Plaintiff's Motion to Compel shall be and is hereby scheduled for Tuesday, April 8, 2008 at 1:45 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. Clearfield County Courthouse, Clearfield, PA.

It is the responsibility of the Plaintiff's Counsel to serve certified copy of said scheduling Order on the Defendant's Counsel.

BY THE COURT

  
Honorable Fredric J. Ammerman  
President Judge

FILED 4CC  
02/07/08 Amy Sheaffer  
FEB 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

60

**FILED**

**FEB 12 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

A handwritten signature in black ink, appearing to read "William A. Shaw". The signature is fluid and cursive, with a prominent "W" at the beginning and a "J" at the end.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

Plaintiff,

No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above-captioned matter settled and discontinued.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:

  
Dennis R. Sheaffer  
Attorney I.D. #39182  
111 North Front Street  
P. O. Box 889  
Harrisburg, PA 17108-0889  
(717) 234-4121

Date: 8-25-08  
103100

Attorneys for Plaintiff

FILED 1CC + 1 Ce A  
M 12:20 LM of disc issued  
SEP - 8 2008 to ATT, Sheaffer  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIES

Eric S. Wood

Vs. No. 2006-00933-CD  
**Allstate Insurance Company**

**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 September 8, 2008, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Dennis R. Sheaffer Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of September A.D. 2008.

*William A. Shaw* LM

William A. Shaw, Prothonotary