

Date: 4/3/2008

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:13 AM

ROA Report

Page 1 of 1

Case: 2006-00933-CD

Current Judge: Fredric Joseph Ammerman

Eric S. Woodvs.Allstate Insurance Company

Civil Other-COUNT

Date		Judge
6/12/2006	New Case Filed.	No Judge
	✓ Filing: Praecipe 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.	No Judge
7/10/2006	✓ Acceptance of Service, filed. I accept service of the Praecipe 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.	No Judge
10/2/2006	✓ Praecipe For Rule to File Complaint, filed by s/ Marla N. Presley, Esquire. No CC, Rule to Atty. Presley	No Judge
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.	No Judge
	✓ Notice of Service of Rule to File Complaint, filed by s/ Marla N. Presley Esq. No CC.	No Judge
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.	No Judge
11/6/2006	✓ Complaint, filed by s/ Dennis R. Sheaffer, Esquire. 1CC to Atty.	No Judge
12/4/2006	✓ Notice of Filing Notice of Removal, filed by s/ Robert J. Marino, Esquire. No CC	No Judge
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	No Judge
12-26-06 2/8/2007	✓ Praecipe to Enter Stipulation Answer and New Matter to Plaintiff's Complaint, filed by s/ Robert J. Marino, Esquire. No CC	No Judge
2/22/2007	✓ Plaintiff's Reply to Defendant's New Matter, filed by s/ Dennis R. Sheaffer, Esquire. No CC	No Judge
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.	No Judge
	✓ 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.	No Judge
2/8/2008	✓ Plaintiff's Motion to Compel Discovery, filed by s/ Dennis R. Sheaffer, Esquire. 1CC Atty. Sheaffer	No Judge
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	Fredric Joseph Ammerman

IN RE

MAGISTERIAL DISTRICT JUDGES :

:

ORDER

NOW, this 1st 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 Lonnie London vs. Brady
Township, Magisterial Docket 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.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 06-933-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
Address(es)

: Defendant(s) and
: 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 30093 Writs
M 10:57 AM to Aug
JUN 12 2006 Atty Ad. 85.00
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.

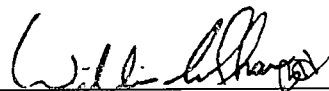
NO.: 2006-00933-CD

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
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

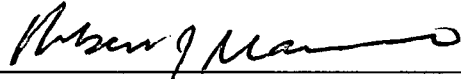
:
: JURY TRIAL DEMANDED

Plaintiff(s) and
Address(es)

: Defendant(s) and
: Address(es)

ACCEPTANCE OF SERVICE

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

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

Dated: 6/19/06

FILED REC AS4
m/3:16 am
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,

G.D. No. 2006-00933-CD

vs.

ALLSTATE INSURANCE COMPANY,

**PRAECIPE FOR 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 NO CC
m 110-0221
OCT 02 2006 Rule to
Atty Presley
William A. Shaw
Prothonotary/Clerk of Courts
(CR)

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 Praecept for Rule to File Complaint has been served this 29th 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
MIT:21/31/06 no cc
OCT 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Eric S. Wood

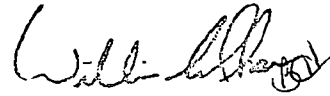
Vs.
Allstate Insurance Company

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

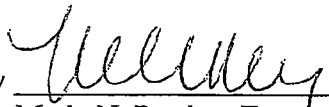
Dated: October 2, 2006

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 4th 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

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,

**NOTICE OF SERVICE OF 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 ^{NO CC}
OCT 06 2006

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 4th 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

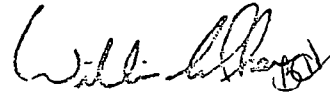
Vs.
Allstate Insurance Company

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 4th 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

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 4th 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/10/4/6/5/1
OCT 13 2006 *W*

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

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.

Elaine Wapiennik
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Elaine Wapiennik, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 30, 2008
Member, Pennsylvania Association of Notaries

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

M. Hunt☐ Agent☐ Addressee

B. Received by (Printed Name)

M. Hunt

C. Date of Delivery

*10-6-06*D. Is delivery address different from item 1? ☐ YesIf 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

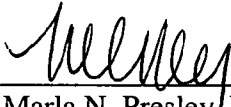
**EXHIBIT****A**

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 11th 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

m/10:46/m

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to ATT

ERIC S. WOOD,

Plaintiff,

v.

ALLSTATE INSURANCE
COMPANY,

Defendant.

:
:
:
:
:
:
:
:

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2006-00933~~3~~-CD

CIVIL DIVISION - LAW

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

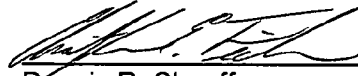
- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;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

CERTIFICATE OF SERVICE

AND NOW, this 3rd 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

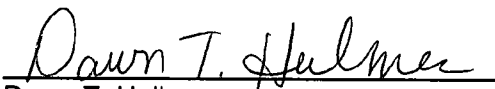

Dawn T. Heilman

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: Derinis 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,

A handwritten signature in cursive script, appearing to read "Joanne Naper", is written over a horizontal line.

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

AUTO *510103701052103041630701* Information as of May 21, 2001



RA56

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
2. 99 Jeep Grand Cher
3. 93 Volvo

VEHICLE ID NUMBER
3VWSA81H9TM073133
1J4GW58S6XC753714
YV1_S5508P2056449

LIENHOLDER
Clearfield Bank & Trust (Auto)
Chrysler Financial Corporation
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
TOTAL	\$940.50

✓ 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 *S10003701052103041630702*



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
Automobile Liability Insurance -- Limited Tort				
• 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
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

Your Agent: Swift 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
Total Premium for 99 Jeep Grand Cher				\$449.90

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
PA010RBD

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 # 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				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$12.50
	\$50,000	each accident		
Underinsured Motorists Insurance				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$14.00
	\$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				\$202.90

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
Policy Effective Date: June 21, 2001

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

Additional Coverage

The following policy coverage is also provided.

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

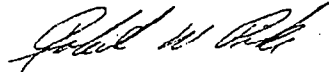
Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

Your Policy Documents

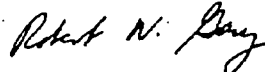
Your auto policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- 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
PA010RBD

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 — 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 *51000370 1052103041630705*



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).

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 *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 a 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: Swilt Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

Important Notice

Being in good hands is the only place to be.SM

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. 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

Tough T. Richardson Jr

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.

Swill 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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- Contact your Allstate agent as soon as possible.

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

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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 ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION**TUCKER ARENSBERG**
AttorneysDennis R. Sheaffer
dsheaffer@tuckerlaw.com**FACSIMILE COVER LETTER**DATE: 2/5/04**PLEASE DELIVER IMMEDIATELY**TO: Bob McQuarrieADDRESSEE'S FAX: 814-940-7525FROM: **DENNIS R. SHEAFFER, ESQUIRE**RE: Eric Hood (Trillion)File No.: 80798 - 112210SENDER: PaulaTOTAL 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 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.

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 ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTIONTUCKER ARENSBERG
AttorneysDennis R. Sheaffer
dsheaffer@tuckerlaw.com

FACSIMILE COVER LETTER

DATE: 6/30/04

PLEASE DELIVER IMMEDIATELY

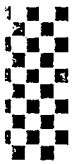
TO: Jeanne Haper - AllstateADDRESSEE'S FAX: 412-344-3818FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric HoodFile No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 3IF YOU DO NOT RECEIVE ALL 3 PAGES, PLEASE CALL
THE SENDER IMMEDIATELY

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 SCHAFER, ESQ
Fax Number: 717-232-6802

FROM: FREDERICK MALL
Fax Number: 215-864-5084

RE: CERTIFIED COPY OF OUR INS
DECLARATION PAGE. (5) pgs.

PLEASE ADVISE OF YOUR CLIENTS MEDICAL
PACKAGE AND PHOTOS.

C/A 3732-4677-080062

Statement of Certification of Insurance

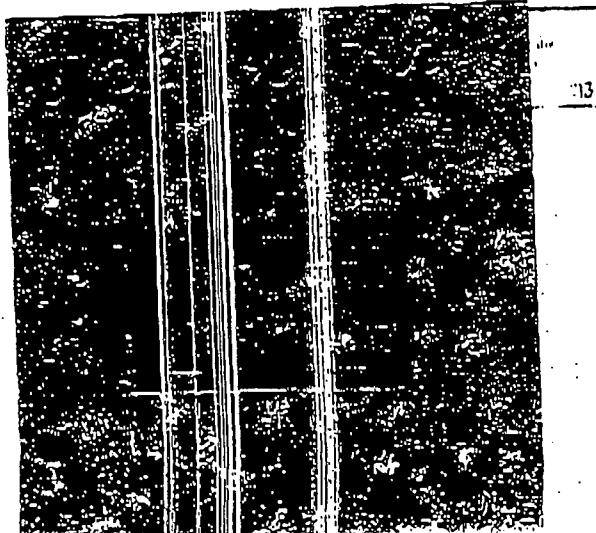
I, Jill Neumayer, do hereby certify that on this thirteenth day of January, 2004, I verified that this copy of the Keystone Insurance Company Policy declaration page for policy 3132 4627, for Eric Schuler is a true and valid business document, pertaining to the policy as issued by Keystone Insurance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



Jill Neumayer
AAA Mid-Atlantic Insurance Group
Insurance Project Manager

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

Mary Ann Schuler
Mary Ann Schuler



mail
1/14/04

SCANNED

D-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:
Change in Premium From 09/13/2001 Through 09/13/2002

\$ 916.00

\$ 247.00

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

ENDORSEMENT TO 1992 09/1989 PERSONAL AUTO POLICY PAP 89 (PA)	EDITION DATE	VEHICLE(S)
1L0910 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 Limited Tort Alternative Information	07/1990	all listed
PP0405 Notice - Pennsylvania	01/1988	all listed
Uninsured/Underinsured Coverage		
Exclusion Endorsement	02/1987	all listed
PP0491 Uninsured/Underinsured Motorist Limits - PA	06/1988	all listed
PP0A90 Uninsured/Underinsured Motorist Coverage - PA	12/1991	all listed
PP0421 Split Uninsured Motorist Coverage		
Pennsylvania (Non-Stacked)	07/1990	all listed
PP0420 Split Uninsured Motorist Limits		
Pennsylvania (Non-Stacked)	07/1990	all listed
PP0417 Underinsured Motorist Coverage	07/1990	all listed
PP0416 Split Underinsured Motorist Limits		
Pennsylvania (Non-Stacked)	07/1990	all listed
PP0551 First Party Benefits Coverage - Pennsylvania		

YOUR PREMIUM IS BASED UPON THE FOLLOWING:

VEHICLE 1: 2001 LEXUS IS 300 SEDAN 40; 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

Continued on Next Page
HOME OFFICE COPY

CR 09/13/2001
Page 02 of 03

POLICY NUMBER: 3732 4627

NAMED INSURED: ERIC SCHULER

COLLISION 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 inure to the benefit of the 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 payment shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Nicholas J. Egan

AUTHORIZED SIGNATURE/COUNTER SIGNATURE

FOR OFFICE USE ONLY											
VEH	BI	PD	UMBI	FPB	FPB	FPB	COMP	COLL	USE	PERF	ANTI PASS
				MED	HTH	FAML					THFT REST
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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
AMEIDED 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 18509

Loss Policy Added - Vehicle 01
Loss Policy 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

PROPERTY DAMAGE

\$25,000 Each Accident

C-UNINSURED MOTORISTS

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

UNDERINSURED MOTORISTS

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

FIRST PARTY BENEFITS

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

PREMIUM
VEHICLE 01
\$ 121.00

141.00

1.00

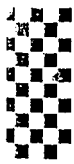
1.00

5.00

No cov.

1.00

1.00



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) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION**TUCKER 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, ESQUIRE**RE: Eric HoodFile No.: 20798 - 112210SENDER: PaulaTOTAL 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
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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,

SHELLIA CRAWFORD

SHELLIA CRAWFORD
412-572-7241
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,

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
DEC 04 2006
MIC:4761
OK

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

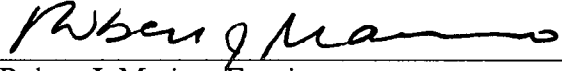
PLEASE TAKE NOTICE that this 1st day of December, 2006, the undersigned counsel for the Defendant, Allstate Insurance Company, has filed a Notice of Removal from this action from the Court of Common Pleas of Clearfield County, Pennsylvania, to the United States District Court for the Western District 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, 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 1st 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 (3rd 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.

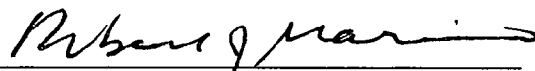
11. Concurrent with the filing of this document with the United States District Court for the Western District of Pennsylvania, Defendant have filed with the Clearfield County Court of Common Pleas and served upon Plaintiff's counsel a Notice of Removal, advising the state court and Plaintiff's counsel 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, Esquire

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

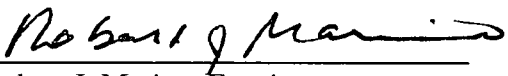
Attorneys for Defendant, Allstate Insurance
Company

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 1st 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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ERIC S. WOOD,
Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,
Defendant.

Dated: November 3, 2006

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

NOV 6 2006

EXHIBIT

A

ERIC S. WOOD,

Plaintiff,

v.

ALLSTATE INSURANCE
COMPANY,

Defendant.

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:

: No. 2006-009333-CD
: CIVIL DIVISION - LAW
:

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

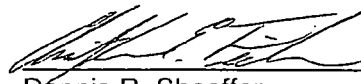
- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;
- 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: 11/11/06



ERIC S. WOOD

CERTIFICATE OF SERVICE

AND NOW, this 3rd 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,

A handwritten signature in dark ink, appearing to read "Joanne Naper", is written over a light-colored background.

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



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	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
TOTAL	\$940.50

✓ 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
PA01CRBD

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
Automobile Liability Insurance -- Limited Tort				
• 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
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
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				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$12.50
	\$50,000	each accident		
Underinsured Motorists Insurance				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$14.00
	\$50,000	each accident		
Auto Collision Insurance	Actual Cash Value		\$500	\$158.00
Auto Comprehensive Insurance	Actual Cash Value		\$50	\$125.00
Total Premium for 99 Jeep Grand Cher				\$449.90

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
PA010R8D

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				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$12.50
	\$50,000	each accident		
Underinsured Motorists Insurance				
Limited Tort / Stacked Limits	\$25,000	each person	Not Applicable	\$14.00
	\$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				\$202.90

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
Policy Effective Date: June 21, 2001

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

Additional Coverage

The following policy coverage is also provided.

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

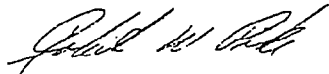
Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

Your Policy Documents

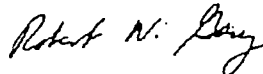
Your auto policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- 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
PA010R8D

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 — 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: Swill 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).

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
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.

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.SM

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.

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

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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 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.

Swilt 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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- 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.

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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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

RESULT

PAGE

0907 MEMORY TX

18149407525

OK

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. McQuinnADDRESSEE'S FAX: 814-940-7525FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric Hood (William)File No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 2IF 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 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.

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 ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTIONTUCKER ARENSBERG
AttorneysDennis R. Sheaffer
dsheaffer@tuckerlaw.com

FACSIMILE COVER LETTER

DATE: 6/30/04

PLEASE DELIVER IMMEDIATELY

TO: Jouane Naper - AllstateADDRESSEE'S FAX: 412-344-3818FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric HoodFile No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 3IF 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 SCHAFER, ESQ
Fax Number: 717-232-6802

FROM: FREDERICK MALL
Fax Number: 215-864-5084


RE: CERTIFIED COPY OF OUR INS
DECLARATION PAGE. (5) pgs.

PLEASE ADVISE OF YOUR CLIENTS MEDICAL
PACKAGE AND PHOTOS.

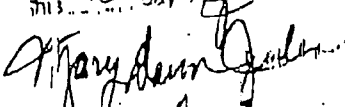
C/# 3732-4627-080062

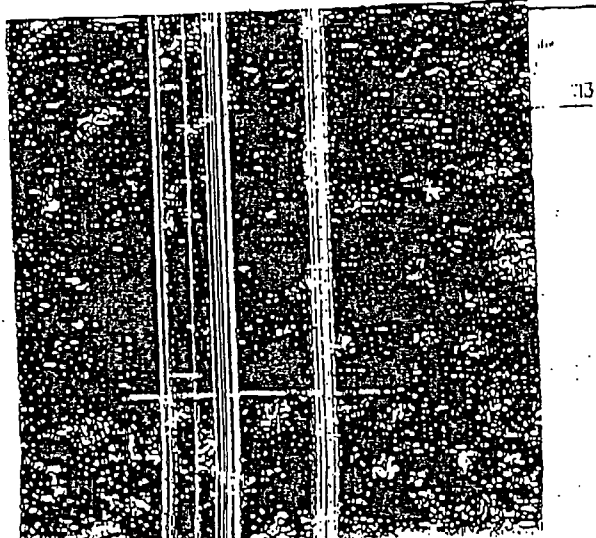
Statement of Certification of Insurance

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 # 32 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 Gable
Notary Public




1/14/04
SCANNED

D-DAMAGE TO YOUR AUTOMOBILE

Other Than
Collision Loss Actual Cash Value Less 218.00
\$ 250 Deductible
Collision Loss Actual Cash Value Less 651.00
\$ 500 Deductible

Annual Premium Prior to This Change is:
Change in Premium From 09/13/2001 Through 09/13/2002

\$ 916.00
\$ 207.00

VEHICLE 1 LOSS PAYEE: GROSS VALLEY CREDIT UNIO
540 BALTIMORE DR, PLAINS, PA 18703

ENDORSEMENT	DATE	VEHICLE(S)
IL0910	01/1981	all listed
2333	06/1995	all listed
PP0151	08/1992	all listed
2360PA	10/1992	all listed
PP0309	04/1986	all listed
PP0338	07/1990	all listed
PP0405	01/1988	all listed
PP0491	02/1987	all listed
PP0A90	06/1988	all listed
PP0421	12/1991	all listed
PP0420	07/1990	all listed
PP0417	07/1990	all listed
PP0416	07/1990	all listed
PP0531	07/1990	all listed

YOUR PREMIUM IS BASED UPON THE FOLLOWING:

VEHICLE 1: 2001 LEXUS IS 300 SEDAN 40; Standard Performance; Symbol 19;
Territory 28, Class Code 59200

PRINCIPAL DRIVER: ERIC SCHULEM; 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

Continued on Next Page
HOME OFFICE COPY

09/13/2001
Page 02 of 03

POLICY NUMBER: 3732 4627

NAMED INSURED: ERIC SCHULER

COLLISION 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 inure to the benefit of the 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 payable we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Nicholas J. Frazier

AUTHORIZED SIGNATURE/COUNTER SIGNATURE

FOR OFFICE USE ONLY										
VEH	BI	PD	UMBI	FPB	IPB	FPD	COMP	COLL	USE	PERF
				MED	OTH	FDL				ANTI PASS
										THFT REST
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
AMENDED DECLARATIONS

STANDARD FIRM 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 Policy Added - Vehicle 01
Loss Policy 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

PROPERTY DAMAGE

\$25,000 Each Accident

C-UNINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE

\$25,000 Each Person/\$50,000 Each Accident

UNDERINSURED MOTORISTS

Bodily Injury-STACKING NOT APPLICABLE

\$25,000 Each Person/\$50,000 Each Accident

FIRST PARTY BENEFITS

Medical Expense Benefit \$5,000

Work Loss Benefit No Coverage

Funeral Expense Benefit \$2,500

Accidental Death Benefit \$5,000

PREMIUM
VEHICLE 01
\$ 120.00

140.00

1.00

2.00

5.00

No cov.

0.00

0.00

Insd Loc 49 Agent 004900 Agt 49

Continued on Other Side
HOME OFFICE COPY

CR 09/13/2001
Page 01 of 03



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) 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: 7/1/04

PLEASE DELIVER IMMEDIATELY

TO: Joanne MaperADDRESSEE'S FAX: 412-344-3818FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric HoodFile No.: 20798 - 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.*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,

SHELLIA CRAWFORD

SHELLIA CRAWFORD
412-572-7241
Allstate Insurance Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

CIVIL DIVISION

G.D. No. 2006-00933-CD

**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

**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

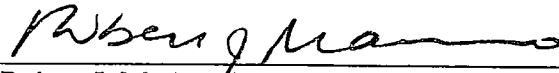
PLEASE TAKE NOTICE that this 1st day of December, 2006, the undersigned counsel for the Defendant, Allstate Insurance Company, has filed a Notice of Removal from this action from the Court of Common Pleas of Clearfield County, Pennsylvania, to the United States District Court for the Western District 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, 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 1st 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

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.

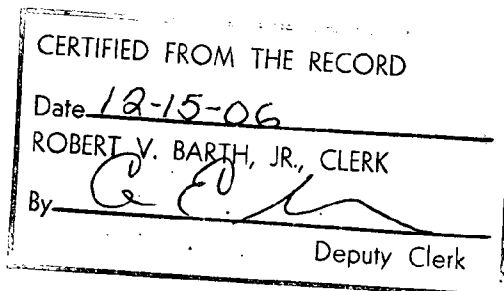
ORDER OF COURT

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.



FILED ^{NO} CC
DEC 18 2006
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

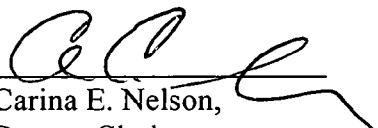
Dear Sir or Madam:

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 No cc
m/10:40 AM
DEC 26 2006 @K

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.

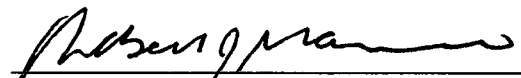
To the Prothonotary:

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.

DICKIE, McCAMEY & CHILCOTE, P.C.

By 

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

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 22nd 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, 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,

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

Defendant.

Filed on behalf of Defendant,
Allstate Insurance Company

Counsel of record for this party:

NOTICE TO PLEAD

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

TO: Plaintiffs

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

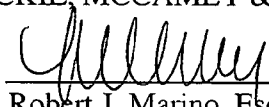
You are hereby notified to file a written response to the enclosed New Matter to Plaintiff's Complaint within twenty (20) days from the date of service hereof or a judgment may be entered against you.

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

DICKIE, MCCAMEY & CHILCOTE, P.C.

(412) 281-7272

By


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

JURY TRIAL DEMANDED
(Except as to Count I)

FILED NO
m110:4981 CC
FEB 08 2007 (610)
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 RESPONSIBILITY 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.

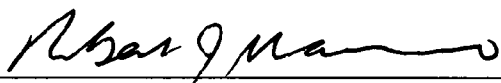
45. Defendant, Allstate Insurance Company, pleads that at all times prior to payment it possessed a reasonable basis for investigating the claim under the policy in question, and at all times did not know of nor recklessly disregard the lack of reasonable basis for any alleged delay in payment under 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**

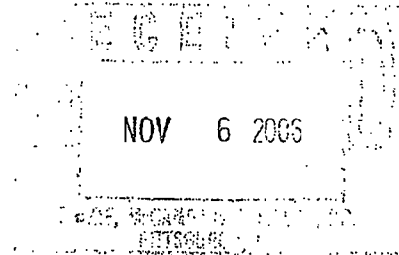
ERIC S. WOOD,
Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,
Defendant.

Dated: November 3, 2006

: 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
:



**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
Plaintiff,	:	CLEARFIELD COUNTY
	:	
v.	:	No. 2006-009333-CD
	:	CIVIL DIVISION - LAW
ALLSTATE INSURANCE	:	
COMPANY,	:	JURY TRIAL DEMANDED
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:

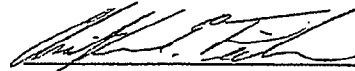
- a. He has been deprived of the use of the funds owed to him by Defendant Allstate during his period of disability;
- b. He has been required to engage counsel and therefore, to pay legal fees to seek legal redress for the Defendant Allstate's failure to voluntarily pay the full amount of the claim;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

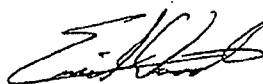
Dated: November 3, 2006
90402.1 (020798-112210)

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

CERTIFICATE OF SERVICE

AND NOW, this 3rd 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,

A handwritten signature in dark ink, appearing to read "Joanne Naper", is written over a light-colored background.

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



Allstate Insurance Company

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	VEHICLE ID NUMBER	LIENHOLDER
1. 96 VW Jetta	3VWSA81H9TM073133	Clearfield Bank & Trust (Auto)
2. 99 Jeep Grand Cher	1J4CW58S6XC753714	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
TOTAL	\$940.50

✓ 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 *510093701052103041630702*



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
Automobile Liability Insurance -- Limited Tort				
• 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
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: Swill 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	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
Total Premium for 99 Jeep Grand Cher				\$449.90

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

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PA010R80

Allstate Insurance Company

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

Your Agent: Swill 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				\$202.90

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
Policy Effective Date: June 21, 2001

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

Additional Coverage

The following policy coverage is also provided.

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

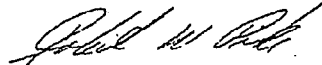
Your Automobile Death Indemnity Insurance premium reflects a discount for passive restraint on the following vehicle(s) in the amount of \$0.40.

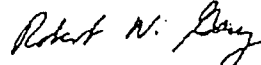
Your Policy Documents

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
PA01CR80

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 — 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 *510003701052102041630705*



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).

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: Swill 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 540003701052103041630705



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 a 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: Swift Kennedy & CO (814) 371-5270

Policy Effective Date: June 21, 2001

Important Notice

Being in good hands is the only place to be.SM

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.

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

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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

RESULT

PAGE

0907 MEMORY TX

18149407525

OK

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 FriedmanADDRESSEE'S FAX: 814-940-7525FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric Hood (Trillion)File No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 2IF 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 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.

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 OR LINE FAIL
E-1) HANGUP OR NO ANSWERE-2) BUSY
E-3) NO FACSIMILE CONNECTIONTUCKER ARENSBERG
AttorneysDennis R. Sheaffer
dsheaffer@tuckerlaw.com

FACSIMILE COVER LETTER

DATE: 6/30/04

PLEASE DELIVER IMMEDIATELY


TO: Jouanne Naper - AllstateADDRESSEE'S FAX: 412-344-3818FROM: DENNIS R. SHEAFFER, ESQUIRERE: Eric HoodFile No.: 20798 - 112210SENDER: PaulaTOTAL PAGES (INCLUDING THIS COVER SHEET) 3IF 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. (5) pgs.

PLEASE ADVISE OF YOUR CLIENTS MEDICAL
PACKAGE AND PHOTOS.

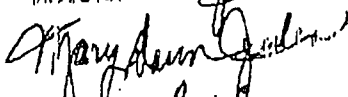
C/S 3732-4627-080062

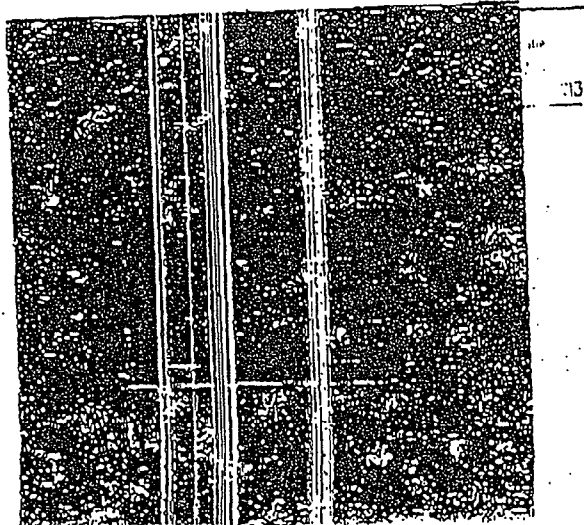
Statement of Certification of Insurance

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

Sworn to and subscribed before me
this 13 day of Jan 20, 2004


Mary Ann Gail
Notary Public



mail
1/14/04
SCANNED

D-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:
Change in Premium From 09/13/2001 Through 09/13/2002

\$ 978.00
\$ 207.00

VEHICLE 1 LOSS PAYEE: GROSS VALLEY CREDIT UNION
240 WILTIMORE DR, PLAINS, PA 18703

ENDORSEMENT	DATE	VEHICLE(S)
1L0910	01/1981	all listed
2333	06/1995	all listed
PP0151	08/1992	all listed
2360PA	10/1992	all listed
PP0309	04/1986	all listed
PP0338	07/1990	all listed
PP0405	01/1988	all listed
PP0491	02/1987	all listed
PP0490	06/1988	all listed
PP0421	12/1991	all listed
PP0420	07/1990	all listed
PP0417	07/1990	all listed
PP0416	07/1990	all listed
PP0591	07/1990	all listed

YOUR PREMIUM IS BASED UPON THE FOLLOWING:

VEHICLE 1: 2001 LEXUS IS 300 SEDAN 40; Standard Performance; Symbol 19;
Territory 28, Class Code 99200

PRINCIPAL DRIVER: ERIC SCHULERT; 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%

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

Continued on Next Page
HOME OFFICE COPY

09/13/2001
Page 02 of 03

POLICY NUMBER: 3732 4627

NAMED INSURED: ERIC SCHULER

COLLISION 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 inure to the benefit of the 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 payable shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Nicholas J. Frazier

AUTHORIZED SIGNATURE/COUNTER SIGNATURE

FOR OFFICE USE ONLY												
VEH	BI	PD	UMBI	RPB	FPB	FPB	COMP	COLL	USE	PERF	ANTI	PASS
				MED	UTH	FML					THEFT	REST
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
AMENDED DECLARATIONS

STANDARD FORM AT ISSUANCE 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.

COVERAGES/LIMITS OF LIABILITY

A-BODILY INJURY

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

PROPERTY DAMAGE

\$25,000 Each Accident

C-UNINSURED MOTORISTS

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

UNDERINSURED MOTORISTS

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

FIRST PARTY BENEFITS

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

PREM. UNIT
VEHICLE 5/1/2
\$ 12.00

14.00

1.00

1.00

5.00

No cov.

1.00

1.00



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) HANG UP OR LINE FAIL
 E-5) NO ANSWER

m-2) BUSY
 m-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 Naper

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,

SHELIA CRAWFORD

SHELIA CRAWFORD
412-572-7241
Allstate Insurance Company

VERIFICATION

I, Michelle DeIulio, 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.

Michelle DeIulio

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

FILED ^{No cc}
MAY 10 5 00 PM '07
FEB 22 2007 (6K)

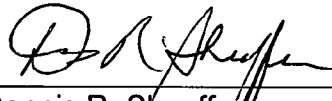
1

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

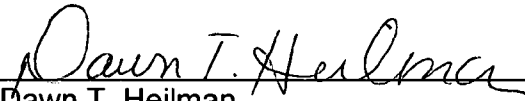
Dated: 2-20-07
92591.1 (020798 - 112210)

Attorneys for Plaintiff, Eric Wood

CERTIFICATE OF SERVICE

AND NOW, this 20th 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,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

CIVIL DIVISION

No. 2006-00933-CD

Issue No.

**NOTICE OF SERVICE OF RESPONSE
TO FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT,
ALLSTATE INSURANCE COMPANY**

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
mjm:03/5/06
JUL 12 2006
cc

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 9th 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

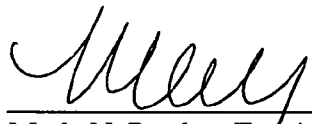
Attorneys for Defendant,
Allstate Insurance Company

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 9th 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**

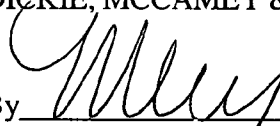
Prothonotary:

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 9th 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

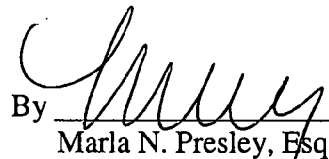
Attorneys for Defendant,
Allstate Insurance Company

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 9th 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,

**NOTICE OF SERVICE OF ANSWERS TO
FIRST SET OF INTERROGATORIES
DIRECTED TO DEFENDANT,
ALLSTATE INSURANCE COMPANY**

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
JUL 12 2007 CC
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 9th 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

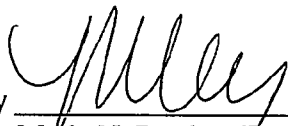
Attorneys for Defendant,
Allstate Insurance Company

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 9th 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,

Plaintiff,

VS.

ALLSTATE INSURANCE COMPANY,

Defendant.

No. 2006-00933-CD

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.

CA

[illegible]

No. 2006-00933-CD


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PLAINTIFF'S MOTION TO COMPEL DISCOVERY

AND NOW, this 5th 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).
- FILED 

FILED ⁽⁶⁾ 1cc
m/10.1.08 Any snaffer
FEB 08 2008

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

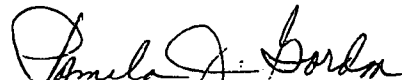
Dated: February 5, 2008

ATTORNEY FOR PLAINTIFF, ERIC S. WOOD

CERTIFICATE OF SERVICE

AND NOW, this 6th 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 & Chilicote, 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



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

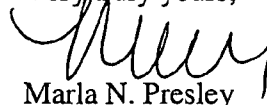
Dear Mr. Sheaffer:

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-RES

LOSS REPORT - 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:
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:

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:

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:

ID: 05 NAME: RESERVED FOR CANVAS
ADDR: HOME:
DBA: BUS:
DESC: OP INV: INJURED: N DECEASED: N EXT:
ASSOC WITH: HRS: LANG:

ID: 06 NAME: RESERVED FOR CANVAS
ADDR: HOME:
DBA: BUS:
DESC: OP INV: INJURED: N DECEASED: N EXT:
ASSOC WITH: HRS: LANG:

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:

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	BP1	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	BP1	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 asconfirmati	
		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	BP1	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	BP1	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
 DATE DESK NARRATIVE LRS
 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 TO 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 pro *
 ceeding to arbitration.
 082605 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case pro *
 ceeding to arbitration
 100805 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case pro *
 ceeding 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 pro OAS *
 ceeding to arbitration
 DATE DESK NARRATIVE APPL
 011106 B05 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case pro OAS *
 ceeding to arbitration
 022406 GKB SENT TO ID 09 - TUCKER ARENSBERG - FOR ID 03 1.Case pro *
 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 KOVALL 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: [REDACTED]

ENTRY DATE: 09 - 02 - 2004 PAGE: 1 OF 1
ID: 03 ERIC WOOD
EMPLOYEE NAME: JOANNE NAPER STATEMENT TYPE: OTHER - SPECIALS --
SPECIALS -- RECVD 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 VEHS 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

[REDACTED]

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

[REDACTED]

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 & B 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, [REDACTED]

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. [REDACTED]

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.

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 -

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

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,

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. [REDACTED]

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.

[REDACTED]

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 -
04/25/2005

ENTRY DATE: 06 - 04 - 2005 PAGE: 1 OF 1
ID: 03 ERIC WOOD
EMPLOYEE NAME: SHELIA D CRAWFORD STATEMENT TYPE: OTHER -

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 ON THE ESTOPPEL AND STATEMENT UNDER
OATH ISSUES. TILL LET ME KNOW 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 BRIEF ON THE LEGAL ISSUE OF
ESTOPPEL AND ?'S OF SUC BEFORE 8/15. TENTATIVE UIM HEARING DATE 10/26/05
08/19/2005

ENTRY DATE: 10 - 17 - 2005 PAGE: 1 OF 1

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 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]
[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:

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 -

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

[REDACTED]

03/14/2006

ENTRY DATE: 03 - 14 - 2006 PAGE: 1 OF 1
ID: 03 ERIC WOOD
EMPLOYEE NAME: JOHN A SACCANI STATEMENT TYPE: PL COMMENTS
[REDACTED]

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. [REDACTED]

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

Eric S. Wood v. Allstate Insurance Company
Our File No.: 1624.295719

PRIVILEGE LOG FOR PRODUCTION OF ALLSTATE CLAIM FILE

	DATE	DESCRIPTION	PRIVILEGE
Allstate Claim File			
	05/02/06	Letter from Michelle DelJulius 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 Attorney-Client
	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 Attorney-Client
	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 Attorney-Client
	03/01/05	Duplicate letter from Attorney Dave Obermeier to Shelia Crawford at Allstate regarding claims, strategy, defense (6 pages)	Attorney Work Product 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 Attorney-Client
	02/01/05	Notes of Shelia Crawford to John Saccani regarding the examination under oath (1 page)	Rule 4003.3
	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 Attorney Work Product Attorney Work Product
	12/21/04	Letter from Attorney Troy Harper to Shelia Crawford at Allstate regarding claim (1 page)	Attorney-Client
	10/20/04	Claim Note of Dave Gannon 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
Allstate Claim Diary		The following portions of the claim diary have been redacted:	
	07/02/04	Shelia Crawford regarding strategy/tactic	Rule 4003.3
	07/23/04	Joanne Naper regarding correspondence from Attorney Troy Harper; strategy/tactic	Rule 4003.3 Attorney Client
	08/30/04	Joanne Naper regarding defense and strategy/tactic	Rule 4003.3
	10/20/04	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3
	10/20/04	Dave Gannon regarding defense and strategy/tactic	Rule 4003.3
	11/23/04	Shelia Crawford regarding conversations with Attorney Troy Harper	Attorney Client
	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 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

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.

A handwritten signature in dark ink, appearing to read "D. Sheaffer", written in a cursive style.

Dennis R. Sheaffer

DRS/ppt

cc: Eric Wood

95403

CA

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

ERIC S. WOOD

vs.

ALLSTATE INSURANCE
COMPANY

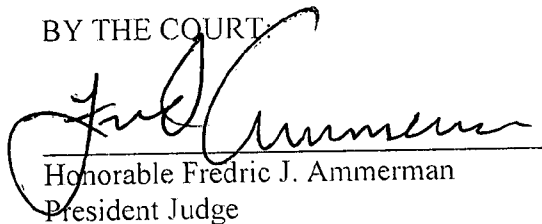
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ORDER

AND NOW, this 12th 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
012:0761 Amy Shearer
FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

A handwritten signature in black ink, appearing to read "William A. Shaw", written diagonally across the lower portion of the page.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC S. WOOD,

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

No. 2006-00933-CD

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SEP - 8 2008 to Atty Sheaffer

William A. Shaw
Prothonotary/Clerk of Courts

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

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

CIVIL DIVISION

COPY

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.



LM

William A. Shaw, Prothonotary