

07-1630-CD
Marianna Meyers vs Igor Bondar

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANNA MEYERS, individually,
and JOANNE MEYERS-RIVERA,
individually, and VICTOR RIVERA,
her husband,

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR
and COOPER TRANSPORTATION,

Defendants.

CIVIL DIVISION

Case No. 07-1630-CD

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs,
MARIANNA MEYERS, JOANNE
MEYERS-RIVERA and VICTOR
RIVERA, her husband

Counsel of Record for
this Party:

JOHN P. GOODRICH, ESQUIRE
PA I.D. #49648

JURY TRIAL DEMANDED

GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

412-281-1455

Email: jack@goodlazlaw.com

FILED 10/4/07
OCT 08 2007 Atty pd. 85.00
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

MARIANNA MEYERS, individually,)
and JOANNE MEYERS-RIVERA,)
individually, and VICTOR RIVERA,)
her husband,)
Plaintiffs,)
vs.)
IGOR BONDAR, YURY BONDAR)
and COOPER TRANSPORTATION,)
Defendants.)
Case No. JURY TRIAL DEMANDED

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Pennsylvania Lawyer Referral Service
100 South Street
P.O. Box 186
Harrisburg, Pa 17108**

1-800-692-7375

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

MARIANNA MEYERS, individually,)
and JOANNE MEYERS-RIVERA,)
individually, and VICTOR RIVERA,)
her husband,)
Plaintiffs,)
vs.)
IGOR BONDAR, YURY BONDAR)
and COOPER TRANSPORTATION,)
Defendants.)
Case No. JURY TRIAL DEMANDED

COMPLAINT IN CIVIL ACTION

AND NOW, come the Plaintiffs, MARIANNA MEYERS, individually, and JOANNE MEYERS-RIVERA, individually, and VICTOR RIVERA, her husband, by and through their attorneys, GOODRICH & GOODRICH, P.C. and JOHN P. GOODRICH, ESQUIRE, and file the following Complaint:

Parties

1. Plaintiff, MARIANNA MEYERS, is an adult individual residing at 25 Penn Drive, Dix Hills, New York, 11746.
2. Plaintiffs, JOANNE MEYERS-RIVERA and VICTOR RIVERA, are married

individuals who reside at 39 Biltmore Circle, Huntingdon Station, New York, 11746.

3. Defendant, IGOR BONDAR, is an adult individual who resides at 3707 North Country Drive, Antelope, California, 95843.

4. Defendant, YURY BONDAR, is an adult individual who resides at 4117 Stevenson Boulevard, Fremont, California, 94538.

5. Defendant, COOPER TRANSPORTATION, is and was at all times relevant hereto, a California corporation doing business in the Commonwealth of Pennsylvania with a principal place of business located at 4117 Stevenson Boulevard, Fremont, California, 94538.

6. At all times relevant hereto, Defendant, IGOR BONDAR, was the agent, servant and/or employee of Defendant YURY BONDAR, was an authorized user of the commercial vehicle owned by Defendant YURY BONDAR and was acting within the course and scope of his agency or employment with Defendant YORY BONDAR.

7. In the alternative, at all times relevant hereto, Defendant, IGOR BONDAR, was the agent, servant and/or employee of Defendant COOPER TRANSPORTATION, was an authorized user of the commercial vehicle and was acting within the course and scope of his agency or employment with Defendant COOPER TRANSPORTATION.

Facts

8. State Route 80 is a four-lane public highway that runs generally in an east-west direction in Pine Township, Clearfield County, Pennsylvania.

9. On November 24, 2005, Plaintiff JOANNE MEYERS-RIVERA, who was operating a 2005 Ford Taurus, was stopped in the right hand side lane of State Route 80 West due to an accident on the roadway ahead.

10. At all times relevant hereto, Plaintiff MARIANNA MEYERS was a passenger in the aforementioned vehicle.

11. At that same time, Defendant IGOR BONDAR was operating, also in a westerly direction of State Route 80, a blue 1999 Freightliner Century, which had attached to it a 2006 semi-trailer. ("tractor-trailer")

12. At the time Defendant IGOR BONDAR was operating the aforementioned tractor-trailer on November 24, 2005, the tractor-trailer was owned by Defendant YURY BONDAR and entrusted to Defendant IGOR BONDAR by Defendant YURY BONDAR.

13. In the alternative, at the time Defendant IGOR BONDAR was operating the aforementioned tractor-trailer on November 24, 2005, the tractor-trailer was owned by Defendant COOPER TRANSPORTATION and entrusted to Defendant IGOR BONDAR by Defendant COOPER TRANSPORTATION.

14. At or about 10:50 a.m. on November 24, 2005, as Plaintiffs were stopped in the right-hand side lane of State Route 80, Defendant IGOR BONDAR suddenly approached Plaintiffs' vehicle with the tractor-trailer he was operating.

15. Suddenly and without warning, the tractor-trailer operated by Defendant IGOR BONDAR violently struck Plaintiffs' vehicle with such force as to cause the vehicle to rotate approximately 95 degrees in a clockwise manner and veer off of the north side of State Route 80 down an embankment.

COUNT I – NEGLIGENCE

MARIANNA MEYERS v. IGOR BONDAR

16. Each of the above paragraphs is incorporated herein by reference.

17. The sole and proximate cause of the accident and the injuries sustained by the Plaintiff was the negligence, recklessness and careless conduct of Defendant.

18. Defendant IGOR BONDAR was negligent, reckless and careless in some or all of the following particulars:

- a) In failing to have the tractor-trailer Defendant was operating under proper control;
- b) In operating Defendant's tractor-trailer in a dangerous and reckless manner;
- c) In failing to keep a sharp lookout and/or properly attentive while operating the tractor-trailer;

- d) In failing to look out for the life and safety of Plaintiff and others properly traveling along the roadway;
- e) In failing to failing to observe stopped vehicles, including the vehicle in which Plaintiff, Marianna Meyers was a passenger;
- f) In failing to properly and timely warn and/or in any way alert the Plaintiff that Defendant was going to strike Plaintiff's vehicle;
- g) In failing to observe the presence of the motor vehicle which Plaintiff Marianna Meyers was riding in;
- h) In failing to avoid the collision or lessen its impact; and
- i) In failing to take proper precautions for the roadway configuration and the traffic conditions thereon.

19. As a result of the aforesaid accident, Plaintiff, MARIANNA MEYERS, has suffered, among other things, the following injuries:

- a. Severe neck strain;
- b. Generalized trauma to the neck and back;
- c. Generalized trauma to the upper extremities;
- d. Shock and injury to her nerves and nervous system; and
- e. Nervousness, emotional tension and mental anxiety.

20. As a result of the aforesaid injuries, Plaintiff, MARIANNA MEYERS, has suffered the following damages:

- a. She has suffered and will suffer great pain, inconvenience, embarrassment and mental anguish;
- b. She has and will in the future be required to expend large sums of money

for surgical and medical attention, hospitalization, medical supplies, surgical appliance, medicines and attendant services;

- c. Her general health, strength and vitality have been impaired;
- d. She has been and will be deprived of her earnings; and
- e. She has been and will in the future be unable to enjoy various pleasures of life that she previously enjoyed.

WHEREFORE, Plaintiff, MARIANNA MEYERS, demands judgment be entered in her favor and against Defendant, Igor Bondar, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000), plus interest and costs.

COUNT II – NEGLIGENCE

JOANNE MEYERS-RIVERA v. IGOR BONDAR

- 21. Each of the above paragraphs is incorporated herein by reference.
- 22. The sole and proximate cause of the accident and the injuries sustained by the Plaintiff was the negligence, recklessness and careless conduct of Defendant.
- 23. Defendant IGOR BONDAR was negligent, reckless and careless in some or all of the following particulars:
 - a) In failing to have the tractor-trailer Defendant was operating under proper control;
 - b) In operating Defendant's tractor-trailer in a dangerous and reckless manner;

- c) In failing to keep a sharp lookout and/or properly attentive while operating the tractor-trailer;
- d) In failing to look out for the life and safety of Plaintiffs and others properly traveling along the roadway;
- e) In failing to failing to observe stopped vehicles, including Plaintiff's vehicle;
- f) In failing to properly and timely warn and/or in any way alert the Plaintiff that Defendant was going to strike Plaintiff's vehicle;
- g) In failing to observe the presence of the motor vehicle which Plaintiff Joanne Meyers-Rivera was operating;
- h) In failing to avoid the collision or lessen its impact; and
- i) In failing to take proper precautions for the roadway configuration and the traffic conditions thereon.

24. As a result of the aforesaid accident, Plaintiff, JOANNE MEYERS-RIVERA, has suffered, among other things, the following injuries:

- a) Contusion of the left elbow;
- b) Contusion of the left hand;
- c) Numbness and tingling of the left fingers;
- d) Bruising of the anterior aspect of the left leg;
- e) Cervical and Lumbosacral sprain with instability in lumbar spine;
- f) Generalized trauma to the back;
- g) Generalized trauma to the upper extremities
- h) Shock and injury to the nerves and nervous system; and
- i) Nervousness, emotional tension and anxiety.

25. As a result of the aforesaid injuries, Plaintiff, JOANNE MEYERS-RIVERA, has suffered the following damages:

- a) She has suffered and will suffer great pain, inconvenience, embarrassment and mental anguish;
- b) She has and will in the future be required to expend large sums of money for surgical and medical attention, hospitalization, medical supplies, surgical appliance, medicines and attendant services;
- c) Her general health, strength and vitality have been impaired;
- d) She has been and will be deprived of her earnings;
- e) She has been and will in the future be unable to enjoy various pleasures of life that she previously enjoyed; and
- f) Her earning capacity has been reduced and may be permanently impaired.

WHEREFORE, Plaintiff, JOANNE MEYERS-RIVERA, demands judgment be entered in her favor and against Defendant, Igor Bondar, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000), plus interest and costs.

COUNT III – NEGLIGENT ENTRUSTMENT

MARIANNA MEYERS and JOANNE MEYERS-RIVERA
v. YURY BONDAR and COOPER TRANSPORTATION

26. Each of the above paragraphs is incorporated herein by reference.

27. Defendant, Igor Bondar, was operating a tractor-trailer owned by Defendant, YURY BONDAR, with the knowledge, consent and permission of Defendant,

YURY BONDAR.

28. In the alternative, Defendant, Igor Bondar, was operating a tractor-trailer owned by Defendant, COOPER TRANSPORTATION, with the knowledge, consent and permission of Defendant, COOPER TRANSPORTATION.

29. It is believed and therefore averred that Defendant, IGOR BONDAR, was a poor driver, which Defendants, YURY BONDAR and COOPER TRANSPORTATION, knew or should have known prior to November 24, 2005.

30. Plaintiffs' injuries were caused by the negligence of Defendants, YURY BONDAR and COOPER TRANSPORTATION, through their agents, servants and/or employees, in the following particulars:

- a) In negligently entrusting its vehicle to Defendant, IGOR BONDAR, when Defendants knew, or in the exercise of reasonable care should have known, that it was prudent to do so under the circumstances;
- b) In negligently entrusting its vehicle to Defendant, IGOR BONDAR, with the knowledge that he was a poor driver and unfit to operate said vehicle;
- c) In failing to prevent the Defendant, IGOR BONDAR, from operating the vehicle; and
- d) In failing to exercise reasonable control over the manner in which the Defendant, IGOR BONDAR, was operating the tractor-trailer.

WHEREFORE, Plaintiffs, MARIANNA MEYERS and JOANNE MEYERS-RIVERA, demand judgment be entered in their favor and against Defendants, YURY BONDAR and

COOPER TRANSPORTATION, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000), plus interest and costs.

COUNT IV – LOSS OF CONSORTIUM

VICTOR RIVERA v. IGOR BONDAR, YURY BONDAR and COOPER TRANSPORTATION

31. Each of the above paragraphs is incorporated herein by reference.
32. As a result of the injuries to his spouse, husband Plaintiff, VICTOR RIVERA, has lost the society, comfort and services of his spouse, Plaintiff JOANNE MEYERS-RIVERA.

WHEREFORE, husband Plaintiff, VICTOR RIVERA, requests judgment be entered in his favor and against Defendants, IGOR BONDAR, YURY BONDAR and COOPER TRANSPORTATION, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000), plus interest and costs.

RESPECTFULLY SUBMITTED:

GOODRICH & GOODRICH, P.C.

BY: 
JOHN P. GOODRICH, ESQUIRE
Attorney for Plaintiffs,
Marianna Meyers,
Joanne Meyers-Rivera and
Victor Rivera, her husband

VERIFICATION

I, Marvana Meyers, have read the foregoing Complaint. The statements of fact contained therein are true and correct to the best of my personal knowledge, information and belief.

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

Date: 10/1/07

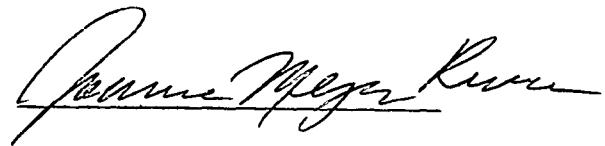
Marvana Meyers

VERIFICATION

I, Joanne Meyers-Rivera, have read the foregoing Complaint. The statements of fact contained therein are true and correct to the best of my personal knowledge, information and belief.

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

Date: 10/01/07



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANNA MEYERS, individually,
and JOANNE MEYERS-RIVERA,
individually, and VICTOR RIVERA,
her husband,

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR
and COOPER TRANSPORTATION,

Defendants.

CIVIL DIVISION

Case No. 07-1630-CD

AFFIDAVIT OF SERVICE

Filed on behalf of Plaintiffs,
MARIANNA MEYERS, JOANNE
MEYERS-RIVERA and VICTOR
RIVERA, her husband

Counsel of Record for
this Party:

JOHN P. GOODRICH, ESQUIRE
PA I.D. #49648
GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

412-281-1455

Email: jack@goodlazlaw.com

FILED *No Ce*
M 10/4/2007
OCT 23 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

MARIANNA MEYERS, individually,)
and JOANNE MEYERS-RIVERA,)
individually, and VICTOR RIVERA,)
her husband,)
Plaintiffs,)
vs.)
IGOR BONDAR, YURY BONDAR)
and COOPER TRANSPORTATION,)
Defendants.)

AFFIDAVIT OF SERVICE

I hereby certify that on or about October 11, 2007, service of the Complaint in Civil Action was attempted upon Defendant, IGOR BONDAR, by certified mail, postage prepaid by forwarding the same to his last known address of 307 North Country Drive, Antelope, California 95843. See true and correct copy of correspondence and certified mail receipt attached hereto and marked Exhibit "A".

Further, on or about October 18, 2007, the United States Postal Service returned the Domestic Return Receipt, which was signed by Irina Bondar and dated October 15, 2007. See Domestic Return Receipt attached hereto and marked Exhibit "B"

Accordingly, service of the Complaint in Civil Action was effectuated upon Defendant, IGOR BONDAR, on **OCTOBER 15, 2007**.

RESPECTFULLY SUBMITTED:

GOODRICH & GOODRICH, P.C.,

BY: John F. Goodier

JOHN P. GOODRICH, ESQUIRE
Attorney for Plaintiffs,
Marianna Meyers and
Joanne Meyers-Rivera and
Victor Rivera, her husband

<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>VERY</p> <p>A. Signature X) <i>Irina Bondar</i></p> <p><input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Irina Bondar 3707 North Country Drive Antelope, CA 95843</p>		<p>B. Received by (Printed Name) <i>Irina Bondar</i> C. Date of Delivery <i>10-15</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><i>3707 N. Country Dent. Cr. 95843</i></p>	
<p>2. Article Number (number from seal)</p> <p>2003 1010 0003 7589 7427</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	



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DEC 24 2007
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William A. Shaw
Prothonotary/Clerk of Courts
cc C/C

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

MARIANNE MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually,
and VICTOR RIVERA, her husband

Plaintiffs,

VS

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendant.

No. 07-1630-CD

PRAECIPE FOR APPEARANCE

Filed on behalf of: Defendants

Counsel of record for these parties:

Paul G. Mayer, Jr., Esquire
EISENBERG & TORISKY
2925 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 37461

Tel. (412) 281-7761

JURY TRIAL DEMANDED

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

MARIANNE MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually, CIVIL DIVISION
and VICTOR RIVERA, her husband

No.: 07-1630-CD

Plaintiffs,

VS

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendant.

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY

Kindly enter my appearance on behalf of Igor Bondar, Yury Bondar and Cooper
Transportation, the Defendants in the above captioned matter.

EISENBERG & TORISKY

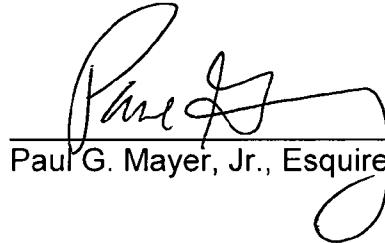
Paul G. Mayer, Jr., Esquire
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Praecipe for Appearance** was served upon the following at their address of record by first class mail, postage prepaid, this **19th** day of **December, 2007**.

John P. Goodrich, Esquire
GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

EISENBERG & TORISKY


Paul G. Mayer, Jr., Esquire

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

MARIANNA MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually,
and VICTOR RIVERA, her husband

No. 07-1630-CD

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendants.

ANSWER AND NEW MATTER

Filed on behalf of: Defendants

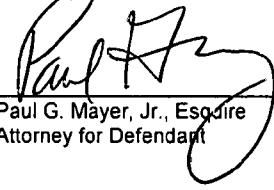
Counsel of record for these parties:

Paul G. Mayer, Jr., Esquire
EISENBERG & TORISKY
2925 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 37461

Tel. (412) 281-7761

NOTICE TO PLEAD
You are hereby notified to plead to
the following Answer and New Matter
within twenty (20) days from service
hereof or a judgment may be entered
against you.


Paul G. Mayer, Jr., Esquire
Attorney for Defendant

JURY TRIAL DEMANDED

5 **FILED**
AUG 27 2009 NO 02-
501104362
S. William A. Shaw
Prothonotary/Clerk of Courts

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

MARIANNA MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually, CIVIL DIVISION
and VICTOR RIVERA, her husband

No.: 07-1630-CD

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendants.

ANSWER AND NEW MATTER

AND NOW, come the Defendants, Igor Bondar, Yury Bondar and Cooper Transportation, by their attorney, Paul G. Mayer, Jr., and sets forth the following Answer and New Matter to the Plaintiffs' Complaint:

1. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 1.

2. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 2.

3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is admitted.

7. Paragraph 7 is admitted.
8. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 8.
9. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 9.
10. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 10.
11. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 11.
12. It is admitted that on or about November 24, 2005 a vehicle was being operated by Igor Bondar with the permission of Defendant Yury Bondar.
13. The averments of Paragraph 13 are not denied.
14. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 14.
15. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 15.

COUNT I

16. Paragraphs 1 through 15 above are incorporated herein as if the same were fully set forth.

17. Paragraph 17 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 17 is denied pursuant to PA.R.C.P. 1029(e).

18. Paragraph 18 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 18, including subparagraphs (a) through (i), are denied pursuant to PA.R.C.P. 1029(e).

19. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 19, and strict proof thereof is demanded.

20. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 20, and strict proof thereof is demanded.

WHEREFORE, Defendants deny that they are liable to Plaintiff Marianna Meyers, and request that judgment be entered in their favor.

COUNT II

21. Paragraphs 1 through 20 above are incorporated herein as if the same were fully set forth.

22. Paragraph 22 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 22 is denied pursuant to PA.R.C.P. 1029(e).

23. Paragraph 23 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 23, including subparagraphs (a) through (i), are denied pursuant to PA.R.C.P. 1029(e).

24. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 24, and strict proof thereof is demanded.

25. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 25, and strict proof thereof is demanded.

WHEREFORE, Defendants deny that they are liable to Plaintiff Joanne Meyers-Rivera, and request that judgment be entered in their favor.

COUNT III

26. Paragraphs 1 through 25 above are incorporated herein as if the same were fully set forth.

27. Paragraph 27 is admitted.

28. Paragraph 28 is admitted.

29. Paragraph 29 is denied. On the contrary, Defendant Igor Bondar was a competent driver who is able to perform his job operating the vehicle.

30. Paragraph 30 sets forth conclusions of law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 30, including subparagraphs (a) through (d), are denied pursuant to PA.R.C.P. 1029(e).

WHEREFORE, Defendants deny they are liable to Marianna Meyers and Joanna Meyers-Rivera, and request that judgment be entered in their favor.

COUNT IV

31. Paragraphs 1 through 30 above are incorporated herein as if the same were fully set forth.

32. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 32 and strict proof thereof is demanded.

WHEREFORE, Defendants deny that they are liable to the Plaintiffs, and request that judgment be entered in their favor.

NEW MATTER

33. Defendants raise the Pennsylvania Comparative Negligence Act as a defense.

34. The Defendants raise the defense of assumption of risk.

35. Defendants raise the defense of sudden emergency.

36. Defendants raise the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law and aver that the Plaintiffs may not prove, plead, introduce into evidence or recover any benefits paid or payable under the Pennsylvania Motor Vehicle Financial Responsibility Law.

37. Defendants raise the Plaintiffs' selection of the limited tort option, if applicable, and further allege that the Plaintiffs' injuries do not meet the "serious injury" threshold set forth in the Pennsylvania Motor Vehicle Financial Responsibility Law

38. Defendants raise the Statute of Limitations to the degree it may be applicable, as a defense.

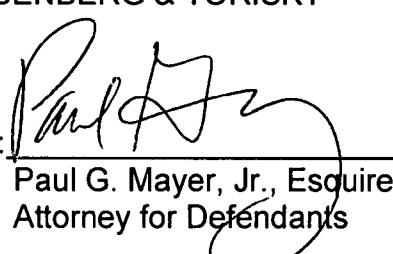
39. Defendants aver that any injuries or damages claimed by the Plaintiffs in the Complaint were the result of superseding and/or intervening causes over which Defendants had no control.

40. Defendants aver that the injuries and damages claimed by the Plaintiffs are or may be the result of pre-existing conditions, which were not caused by, or aggravated by, the incident in question.

WHEREFORE, Defendants deny that they are liable to the Plaintiffs and request that judgment be entered in their favor.

EISENBERG & TORISKY

By:

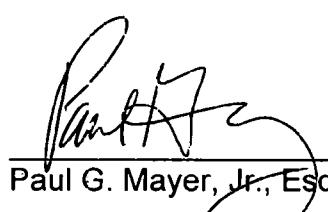

Paul G. Mayer, Jr., Esquire
Attorney for Defendants

VERIFICATION

I, PAUL G. MAYER, JR., ESQUIRE, do hereby verify that I am counsel for the Defendants herein, and that as such, I have the authority to make this verification on behalf of the Defendants herein. I verify that the averments of fact set forth in the foregoing **ANSWER AND NEW MATTER** are true and correct to the best of my knowledge, information and belief based upon information provided to me by others.

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

Dated: 8/25/09

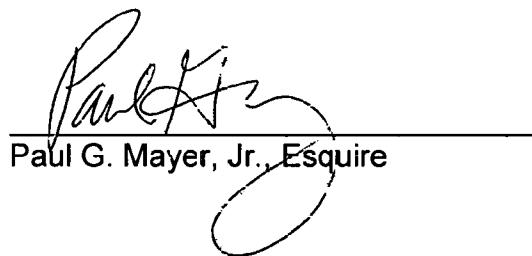

Paul G. Mayer, Jr., Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Answer** and **New Matter** was served upon the following at their address of record by first class mail, postage prepaid, this **25th** day of **August, 2009**.

John P. Goodrich, Esquire
GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

EISENBERG & TORISKY


Paul G. Mayer, Jr., Esquire

FILED NO
M 19 05 2011
AUG 31 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

MARIANNA MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually,
and VICTOR RIVERA, her husband

Plaintiffs,
vs.

IGCR BONDAR, YURY BONDAR and
CCOPER TRANSPORTATION,

Defendants.

No. 07-1630-CD

**NOTICE OF SERVICE OF
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFFS**

Filed on behalf of: Defendants

Counsel of record for these parties:

Paul G. Mayer, Jr., Esquire
EISENBERG & TORISKY
2925 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 37461

Tel. (412) 281-7761

JURY TRIAL DEMANDED

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

MARIANNA MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually, CIVIL DIVISION
and VICTOR RIVERA, her husband

No.: 07-1630-CD

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendants.

**NOTICE OF SERVICE OF INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFFS**

It is hereby certified that the Interrogatories and Request for Production of Documents were forwarded to counsel for Plaintiffs on this 27th day of August, 2009 by first class mail.

EISENBERG & TORISKY

By: _____

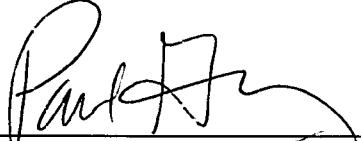

Paul G. Mayer, Jr., Esquire
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Notice of Service of Interrogatories and Request for Production of Documents Directed to Plaintiffs** was served upon the following at their address of record by first class mail, postage prepaid, this **27th** day of **August, 2009**.

John P. Goodrich, Esquire
GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

EISENBERG & TORISKY


Paul G. Mayer, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANNA MEYERS, individually,
and JOANNE MEYERS-RIVERA,
individually, and VICTOR RIVERA,
her husband,

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR
and COOPER TRANSPORTATION,

Defendants.

CIVIL DIVISION

Case No.: 07-1630-cd

**PLAINTIFFS' CERTIFICATION OF
SERVICE OF FIRST SET OF
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS**

Filed on behalf of the Plaintiffs

Counsel of Record for this Party:

John P. Goodrich, Esquire
Pa. I.D. #49648
jack@goodlazlaw.com

GOODRICH & GOODRICH, P.C.
Suite 900 - Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219
(412) 281-1455

JURY TRIAL DEMANDED

FILED NO
M 19.02.01
SEP 1. 2009
11
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within **PLAINTIFFS' FIRST SET OF INTERROGATORIES and REQUEST FOR PRODUCTION OF DOCUMENTS** have been served upon all parties either individually or through counsel by:

Hand-Delivery
 First-Class Mail, Postage Prepaid
 Certified Mail - Return Receipt Requested
 Express Mail/Federal Express
 Facsimile

at the following address(s):

**Paul G. Mayer, Jr., Esquire
EISENBERG & TORISKY
2925 One Oxford Centre
301 Grant Street
Pittsburgh, PA 15219**



John P. Goodrich, Esquire
Attorney for the Plaintiffs

Dated: 9/10/09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANNA MEYERS, individually,
and JOANNE MEYERS-RIVERA,
individually, and VICTOR RIVERA,
her husband,

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR
and COOPER TRANSPORTATION,

Defendants.

CIVIL DIVISION

Case No.: 07-1630-cd

**PLAINTIFFS' REPLY TO NEW
MATTER**

Filed on behalf of the Plaintiffs

Counsel of Record for this Party:

John P. Goodrich, Esquire
Pa. I.D. #49648
jack@goodlazlaw.com

GOODRICH & GOODRICH, P.C.
Suite 900 - Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219
(412) 281-1455

JURY TRIAL DEMANDED

5 **FILED** NO
M 19 02004
SEP 14 2009
©

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANNA MEYERS, individually,)	CIVIL DIVISION
and JOANNE MEYERS-RIVERA,)	
individually, and VICTOR RIVERA,)	No.: 07-1630-CD
)	
Plaintiffs,)	
)	
vs.)	
)	
IGOR BONDAR, YURY BONDAR)	
and COOPER TRANSPORTATION,)	
)	
Defendants.)	

PLAINTIFFS' REPLY TO NEW MATTER

AND NOW come the Plaintiffs by and through their attorneys, GOODRICH & GOODRICH, P.C. and JOHN P. GOODRICH, ESQUIRE and for their REPLY TO NEW MATTER respectfully present the following:

1. Paragraph 33 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that the Pennsylvania Comparative Negligence Act is applicable in the instant circumstances. Strict proof is demanded at the time of trial

2. Paragraph 34 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that assumption of risk is applicable in the instant circumstances. Strict proof is demanded at the time of trial.

3. Paragraph 35 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that sudden emergency is applicable in the instant circumstances. Strict proof is demanded at the time of trial.

4. Paragraph 36 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that the Plaintiffs may not prove, plead, introduce into evidence or recover any benefits paid or payable under the Pennsylvania Motor Vehicle Financial Responsibility Law. Strict proof is demanded at the time of trial.

5. Paragraph 37 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. Strict proof thereof is demanded however, the Plaintiffs are New York residents and therefore the tort options are inapplicable and they are deemed full tort claimants under the law.

6. Paragraph 38 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that the Statute of Limitations is applicable. Strict proof is demanded at the time of trial.

7. Paragraph 39 of Defendants' New Matter is a conclusion of law for which no response is deemed necessary. However, if a response is deemed necessary, it is specifically denied that there was any superseding and/or intervening causes for which the Defendants had no control. Strict proof is demanded at the time of trial.

8. Paragraph 40 of Defendants' New Matter is not a legal defense and should be stricken. By way of further response, under the law of the Commonwealth of Pennsylvania, Defendants take the Plaintiffs as they find with any and all ailments and/or maladies that they may have. Accordingly, Plaintiffs request Paragraph 40 be stricken and furthermore, if the same is not stricken, that strict proof thereof be made at the time of trial.

WHEREFORE, Plaintiffs declare that the Defendants are liable to the Plaintiffs and the Plaintiffs request judgment in their favor plus interest and costs.

Respectfully submitted:

GOODRICH & GOODRICH, P.C.



John P. Goodfich, Esquire
Attorney for the Plaintiffs

VERIFICATION

I, *Marcanna Meyers* (AKA Mary) have read the foregoing Reply to New Matter. The statements of fact contained therein are true and correct to the best of my personal knowledge, information and belief.

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

Date: 9/9/09

Marcanna Meyers

VERIFICATION

I, Joanne Meyers-Rivera have read the foregoing Reply to New Matter. The statements of fact contained therein are true and correct to the best of my personal knowledge, information and belief.

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

Date: 9/9/09

A handwritten signature in black ink, appearing to read "Joanne Meyers-Rivera", is written over a horizontal line that extends from the date in the previous block.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within **PLAINTIFFS' REPLY TO NEW MATTER** has been served upon all parties either individually or through counsel by:

Hand-Delivery
 First-Class Mail, Postage Prepaid
 Certified Mail - Return Receipt Requested
 Express Mail/Federal Express
 Facsimile

at the following address(s):

**Paul G. Mayer, Jr., Esquire
EISENBERG & TORISKY
2925 One Oxford Centre
301 Grant Street
Pittsburgh, PA 15219**



John P. Goodrich, Esquire
Attorney for the Plaintiffs

Dated: 9-9-09

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

MARIANNA MEYERS, individually, and
JANNE MEYERS-RIVERA, individually,
and VICTOR RIVERA, her husband

Plaintiffs,

vs.

IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendants.

No. 07-1630-CD

**PRAECIPE FOR SUBSTITUTION OF
COUNSEL**

Filed on behalf of: Defendants

Counsel of record for these parties:

Paul A. Custer, Esquire
EISENBERG & TORISKY
2925 One Oxford Center
301 Grant Street
Pittsburgh, PA 15219

Atty. State I.D. No. 87628

Tel. (412) 281-7761

JURY TRIAL DEMANDED

FILED NO CC
M 19:54/84
DEC 31 2009
S William A. Shaw
Prothonotary/Clerk of Courts
60

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

MARIANNA MEYERS, individually, and
JOANNE MEYERS-RIVERA, individually, and VICTOR RIVERA, her husband

CIVIL DIVISION

No.: 07-1630-CD

Plaintiffs,

vs.

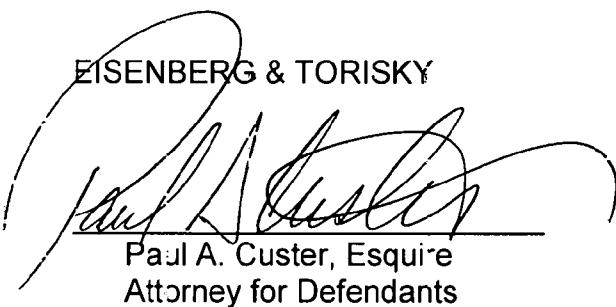
IGOR BONDAR, YURY BONDAR and
COOPER TRANSPORTATION,

Defendants.

PRAECIPE FOR SUBSTITUTION OF COUNSEL

TO: PROTHONOTARY

Kindly substitute the appearance of Paul A. Custer, Esquire in the place of
Paul G. Mayer, Jr., Esquire for Defendants, with regard to the above captioned
action.

EISENBERG & TORISKY

Paul A. Custer, Esquire
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Praecipe for Substitution of Counsel** was served upon the following at their address of record by first class mail, postage prepaid, this **29th** day of **December, 2009**.

John P. Goodrich, Esquire
GOODRICH & GOODRICH, P.C.
900 Law & Finance Building
429 Fourth Avenue
Pittsburgh, PA 15219

EISENBERG & TORISKY

Paul A. Custer, Esquire

FILED

JUN 16 2010

2011:156
William A. Shaw
Prothonotary/Clerk of Courts
1 Court w/
Bills of Costs.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARIANN MEYERS, individually,) CIVIL DIVISION
and JOANNE MEYERS-RIVERA,)
individually, and VICTOR RIVERA,) Case No. 07-1630-CD
her husband,)
Plaintiffs,)
vs.)
IGOR BONDAR, YURY BONDAR)
and COOPER TRANSPORTATION,)
Defendants.)

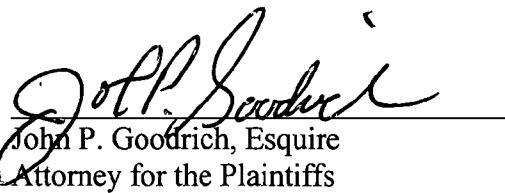
PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: WILLIAM A. SHAW, PROTHONOTARY

Please settle, discontinue and end this case at the above number and term.

Respectfully submitted:

GOODRICH & GOODRICH, P.C.


John P. Goodrich, Esquire
Attorney for the Plaintiffs

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

BILL OF COSTS

Marianna Meyers, individually, and Joanne
Meyers-Rivera, individually, and Victor Rivera,
her husband

Vs. 2007-01630-CD

Igor Bondar, Yury Bondar, and Cooper
Transportation, Total \$85.00

<u>Amount</u>	<u>Document</u>	<u>Paid By</u>
\$85.00	Filing Fee	Godrich & Goodrich, P.C.
\$		
\$		
\$		
\$		

Certified from the record this June 16, 2010.



WILLIAM A. SHAW
PROTHONOTARY

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA