

07-1707-CD

C. Rivera al vs Igor Bondar al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CLARISOL RIVERA, a Minor by her Parent  
and Natural Guardian, IRIS PIZZARO and  
IRIS PIZZARO in her own right  
(Plaintiff) CIVIL ACTION

540 Greenleaf Street  
(Street Address)

Allentown, PA 18102  
(City, State ZIP)

No. 07-1707-CD

Type of Case: CIVIL  
Type of Pleading: COMPLAINT

VS.

IGOR BONDAR  
(Defendant)

3704 North Country Drive  
(Street Address)

Antelope, CA 95843  
(City, State ZIP)

Filed on Behalf of:  
PLAINTIFF  
(Plaintiff/Defendant)

AND

YURY BONDAR  
4117 Stevenson Boulevard, Apt. 258  
Fremont, CA 94538

FILED Pd \$85.00 Atty  
m/10:35am 3CC Atty  
OCT 22 2007 Hileman

William A. Shaw  
Prothonotary/Clerk of Courts

Peter M. Hileman, Esquire, attorney for Plaintiff

(Filed by)

P.O. Box 1306  
Doylestown, PA 18901

(Address)

215-348-2088

(Phone)

(Signature) I.D. #30491

Dec 10, 2007 Document  
Reinstated/Reissued to Sheriff Attorney  
for service.

Deputy Prothonotary

**DRAKE, HILEMAN & DAVIS**  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

---

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right  
540 Greenleaf Street  
Allentown, PA 18102

VS.

IGOR BONDAR  
3704 North Country Drive  
Antelope, CA 95843

and

YURY BONDAR  
4117 Stevenson Boulevard, Apt. 258  
Fremont, CA 94538

: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO.**  
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: **JURY TRIAL DEMANDED**  
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: **PERSONAL INJURY**

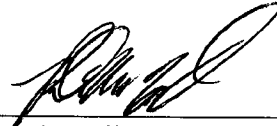
**NOTICE**

A COMPLAINT HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO  
DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING COMPLAINT,  
YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY  
AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH  
YOUR DEFENSE OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND  
SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE  
WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU  
AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT  
FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE COMPLAINANT. YOU  
MAY LOSE 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.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter M. Hileman", written over a horizontal line.

Peter M. Hileman, Esquire

**IDRAKE, HILEMAN & DAVIS**

By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
her Parent and Natural Guardian, IRIS PIZZARO  
and IRIS PIZZARO, in her own right  
540 Greenleaf Street  
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VS.

IGOR BONDAR  
3704 North Country Drive  
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: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO.**  
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: **JURY TRIAL DEMANDED**  
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: **PERSONAL INJURY**

**COMPLAINT**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Clarisol Rivera, a Minor, by and through her parent and natural guardian, Iris Pizzaro and Iris Pizzaro in her own right, claim of the Defendants, Igor Bondar and Yury Bondar, an amount in excess of the statutory arbitration limits upon the cause of action whereof the following are true statements:

1. Plaintiff, Iris Pizzaro, is the parents and natural guardian of Clarisol Rivera, and they reside at the above captioned address.
2. Defendant, Igor Bondar, is an adult individual residing at the above-captioned address.
3. Defendant, Yury Bondar, is an adult individual residing at the above-captioned address.

4. On or about November 24, 2005, the Minor Plaintiff, Clarisol Rivera, was a passenger in a motor vehicle being operated by Joanne Myers-Rivera which was stopping for stopped traffic ahead of her on S.R. 80, west bound, Pine Township, Clearfield County, Pennsylvania.

5. At that same time, date and place, Defendant, Igor Bondar was the operator of a 1999 Freightliner Century tractor pulling a trailer. Defendant Igor Bondar was operating his tractor-trailer behind the vehicle in which Minor Plaintiff was a passenger

6. At that same time, date and place, Defendant, Yury Bondar, was the owner of the aforementioned 1999 Freightliner Century tractor which was being operated by Defendant Igor Bondar.

7. At that same time, date and place, Defendant Igor Bondar was the agent, servant, workman, and/or employee of Defendant Yury Bondar and was acting within the scope and course of his agency and/or employment and under the direct control and supervision of Defendant Yury Bondar.

8. Defendant Yury Bondar is vicariously liable for the acts of Defendant Igor Bondar as specified herein through agency and/or employment.

9. On November 24, 2005 Defendant Igor Bondar, individually and as the agent, servant, workman or employee of Defendant Yury Bondar, so negligently, recklessly and carelessly operated his tractor-trailer so as to cause his vehicle to come into violent contact with the vehicle in which Minor Plaintiff was a passenger, causing certain serious injuries to Minor Plaintiff as more fully described hereafter.

10. The accident and resulting damages and injuries were caused solely by reason of the carelessness, recklessness and negligence of the Defendants and without any fault or negligence on the part of Plaintiffs.

11. As a result of the negligence of the Defendants as aforesaid, Plaintiff, Clarisol Rivera, a Minor, sustained personal injuries including, but not limited to, serious and permanent injury to her head, neck, shoulders, arms, legs, hips, back, tail bone and cervical, dorsal, lumbar, lumbosacral and thoracic spine areas, and the muscles, discs, ligaments and tendons attached or involved therein; injuries to her ribs, cervical strain and sprain; whiplash; tingling in her upper extremities; neck pain radiating into upper extremities; nerve damage; musculoskeletal trauma; headaches; nausea; fatigue; dizziness; insomnia; limitation of motion; severe aches and pains; mental anguish; anxiety; depression; severe shock to her nerves and nervous system and aggravation of a pre-existing condition, some or all of which injuries have in the past and will in the future cause said Minor Plaintiff great pain and suffering.

12. By reason of the aforesaid injuries, the Minor Plaintiff was rendered sick, sore, lame, prostrate and disordered and was made to undergo great mental anguish and physical pain, as a result of which she has suffered, yet suffers and may continue to suffer for an indefinite period of time in the future, perhaps permanently, all to her great detriment and loss.

13. As a further result of this accident, Minor Plaintiff has been or will be obliged to receive and undergo reasonable and necessary medical treatment and rehabilitative services as described in the Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. Section 1712(1), for the injuries she has suffered, and she may be obliged to expend such sums or to incur such expenditures for an indefinite time in the future.

14. As a further result of this accident, Minor Plaintiff has and may hereafter incur the cost of reasonable and necessary medical treatment and rehabilitative services, the cost of hiring replacement services, and other financial losses and expenses which now or may in the future

exceed the amount of benefits paid or payable for these items pursuant to the Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. Section 1711.

15. As a further result of the accident aforementioned, the Plaintiff has been unable to attend to her usual daily duties and leisure activities and may continue to be unable to attend to same for an indefinite time in the future, to her great detriment and loss.

16. As a further result of the accident aforementioned, the Minor Plaintiff has or may suffer a loss and depreciation of her earnings and earning capacity and she may continue to suffer said loss and depreciation for an indefinite time in the future, to her great detriment and loss.

17. As a further result of the accident aforementioned, the Minor Plaintiff has lost the ability to enjoy life and life's pleasures.

#### **COUNT I**

**CLARISOL RIVERA, A MINOR, by and through her parent and natural guardian, IRIS PIZZARO and IRIS PIZZARO in her own right VS. IGOR BONDAR**

18. Plaintiffs hereby incorporate by reference paragraphs one through seventeen inclusive as fully as though the same were set forth here at length.

19. At the time of the aforesaid occurrence, Defendant Igor Bondar, individually and as the agent, servant and/or workman of Defendant Yury Bondar, was negligent, reckless and careless under the circumstances in:

- a. Failing to have said motor vehicle under proper and reasonable control;
- b. Driving at an excessive rate of speed under the circumstances, in violation of 75 Pa.C.S.A. §3361;
- c. Operating said motor vehicle in such a manner so as to cause it to collide into the rear of the vehicle in which Minor Plaintiff was a passenger, in violation of Pa. C.S.A. §3310;



- d. Failing to give prompt, proper, and adequate warning of Defendant's approach;
- e. Operating said motor vehicle without due regard to the presence and safety of the Plaintiff;
- f. Failing to bring said motor vehicle to a stop in time to avoid the aforementioned collision;
- g. Failing to operate said motor vehicle in a safe and proper manner;
- h. Failing to exercise due care and caution under the circumstances;
- i. Operating the vehicle in an unalert, unsafe and inattentive manner;
- j. Failing to keep a careful and diligent watch upon the highway;
- k. Operating said motor vehicle in a careless manner in violation of Pa. C.S.A. §3714;
- l. Otherwise failing to comply with the laws, rules, and regulations of the Pennsylvania Motor Vehicle Code and pertaining to the operation of motor vehicles in or about such public highways.

WHEREFORE, Plaintiffs demand judgment of the Defendants in a sum in excess of the statutory arbitration limits and brings this suit to recover same.

#### **COUNT II**

**CLARISOL RIVERA, A MINOR, by and through her parent and natural guardian, IRIS PIZZARO and IRIS PIZZARO in her own right VS. YURY BONDAR**

20. Plaintiffs hereby incorporate by reference paragraphs one through nineteen inclusive as fully as though the same were set forth here at length.

21. Defendant Yury Bondar is vicariously liable for the acts of Defendant Igor Bondar as specified herein through agency and/or employment.

22. The negligence of Defendant Yury Bondar consisted of the following:

- a. Negligently entrusting the tractor-trailer to the care of the Defendant Igor Bondar;
- b. Negligently selecting Defendant Igor Bondar as his driver;
- c. Defendant knew or should have known that Defendant Igor Bondar was an unsafe driver and that he was likely to operate this tractor-trailer in an unsafe manner;
- d. Defendant owed the Plaintiffs a duty of care not to permit anyone to operate this tractor-trailer who he knew or should have known was an unsafe driver;
- e. Defendant breached its duty of care by carelessly, recklessly and negligently entrusting this tractor-trailer to Defendant Igor Bondar, who he knew or should have known was a careless driver;
- f. At all times relevant hereto, Defendant Igor Bondar was acting as the agent, servant, workman or employee of Defendant Yury Bondar;
- g. Defendant Igor Bondar, at all times relevant hereto, operated said motor vehicle and acted with the permission of Defendant Yury Bondar, therefore, Defendant Yury Bondar is liable for Plaintiffs' injuries and damages, which were the proximate result of the negligence of his agent and/or permissive operator, Defendant Igor Bondar;

23. As the result of the negligence of the Defendants as herein specified, the Minor Plaintiff suffered injuries as previously described, which preceding paragraphs are hereby incorporated at length.

WHEREFORE, Plaintiffs demand judgment of the Defendants in a sum in excess of the statutory arbitration limits and brings this suit to recover same.

**COUNT III**  
**IRIS PIZZARO VS. IGOR BONDAR AND YURY BONDAR**

24. Plaintiffs hereby incorporate paragraphs one through twenty-three of this Complaint as if the same were set forth herein more fully at length.

25. By reason of the injuries to her daughter, Minor Plaintiff Clarisol Rivera, caused by the negligence and carelessness of the Defendants as herein alleged, Plaintiff Iris Pizzaro has incurred or may incur expenses for medicines, doctors, x-rays and miscellaneous expenses in the care and treatment of her daughter's injuries and she may be required to become obligated for additional expenses in the future for medical care and treatment of her injuries.

26. Plaintiff Iris Pizzaro further claims additional pecuniary losses for the loss of the services her minor child has been unable to perform as a result of her injuries.

Wherefore, Plaintiffs claim of the Defendant an amount in excess of the statutory limits for arbitration and bring this suit to recover same.

Respectfully Submitted,

DRAKE, HILEMAN & DAVIS

A handwritten signature in black ink, appearing to read 'Peter M. Hileman', is written over a horizontal line.

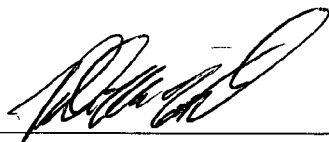
Peter M. Hileman, Esquire

**VERIFICATION**

I, Peter M. Hileman, Esquire, am the attorney for Plaintiff and in such capacity am authorized to take this verification on behalf of Plaintiff, and verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

10/16/07

  
\_\_\_\_\_  
Peter M. Hileman, Esquire

**DRAKE, HILEMAN & DAVIS**  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

**FILED**

NOV 05 2007  
m 10:45  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 cent to Att

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO. 07-1707-CD**

VS.

IGOR BONDAR and  
YURY BONDAR

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**AFFIDAVIT OF SERVICE**

Peter M. Hileman, Esquire, being duly sworn according to law, deposes and says that:

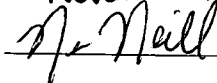
He is the attorney for Plaintiffs, Clarisol Rivera and Iris Pizzaro.

That on October 25, 2007 he did deliver to the Post Office for delivery to Defendant, Igor Bondar, at the address listed on the Police Accident Report, 3704 North Country Drive, Antelope, CA 95843, a Complaint, Court of Common Pleas of Clearfield County, PA, No. 07-1707-CD by Certified Mail, Return Receipt Requested; that deponent received Certified Receipt No. 7006 3450 0002 0298 1492.

Thereafter there was returned to the office of Drake, Hileman & Davis Receipt Card No. 7006 3450 0002 0298 1492 dated October 29, 2007 and signed by Irina Bondar, an Agent of Defendant Igor Bondar. Said Certified Receipt and Return Receipt Card are attached hereto as Exhibit A.

  
Peter M. Hileman, Esquire

Sworn to and subscribed  
before me this 2<sup>nd</sup> day  
of November, 2007.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Nina Neill, Notary Public  
Doylestown Twp., Bucks County  
My Commission Expires Sept. 7, 2010  
Member, Pennsylvania Association of Notaries

2647 9620 0002 0298 1492

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.14
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.94

OCT 23 2007

Sent To	Igor Bondar
Street, Apt. No., or PO Box No.	3704 North Country Drive
City, State, ZIP+4	Antelope, CA 95843

PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Igor Bondar 3704 North Country Drive Antelope, CA 95843</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0002 0298 1492</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT A

FILED

NOV 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**DRAKE, HILEMAN & DAVIS**  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

VS.

IGOR BONDAR and  
YURY BONDAR


: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO. 07-1707-CD**  
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**PRAECIPE**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above captioned matter.

Respectfully submitted,



Peter M. Hileman, Esquire

**FILED** *Atty pd. 7.00*  
*m/11:10 PM*  
**DEC 10 2007** *2 Complaints*  
*Reinstated to*  
William A. Shaw *Atty*  
Prothonotary/Clerk of Courts  
*@K*



**FILED**

DEC 26 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

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

CLARISOL RIVERA, a Minor, by and  
through her Parent and Natural Guardian,  
IRIS PIZZARO, and IRIS PIZZARO, in her  
own right,

Plaintiffs,

VS

IGOR BONDAR and YURY BONDAR  
Defendants.

No. 07-1707-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

CLARISOL RIVERA, a Minor, by and  
through her Parent and Natural Guardian,  
IRIS PIZZARO and IRIS PIZZARO, in her  
own right,

CIVIL DIVISION

No.: 07-1707-CD

Plaintiffs,

VS

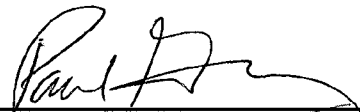
IGOR BONDAR and YURY BONDAR  
Defendants.

**PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

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

EISENBERG & TORISKY

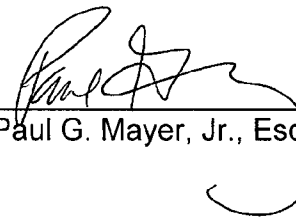
  
\_\_\_\_\_  
Paul G. Mayer, Jr., Esquire  
Attorney for Defendants

**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**.

Peter M. Hileman, Esquire  
DRAKE HILEMAN AND DAVIS  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901

EISENBERG & TORISKY



---

Paul G. Mayer, Jr., Esquire

**DRAKE, HILEMAN & DAVIS**  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

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VS.  
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: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO. 07-1707-CD**  
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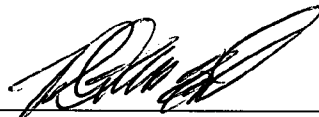
**AFFIDAVIT OF SERVICE**

Peter M. Hileman, Esquire, being duly sworn according to law, deposes and says that:

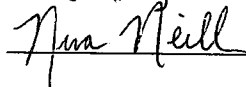
He is the attorney for Plaintiffs, Clarisol Rivera and Iris Pizzaro.

That on December 13, 2007 he did deliver to the Post Office for delivery to Defendant, Yury Bondar, P.O. Box 1747, Suisun City, CA 94585-4747, a Reinstated Complaint, Court of Common Pleas of Clearfield County, PA, No. 07-1707-CD by Certified Mail, Return Receipt Requested; that deponent received Certified Receipt No. 7005 2570 0000 4130 6057.

Thereafter on January 2, 2008 there was returned to the office of Drake, Hileman & Davis Receipt Card No. 7005 2570 0000 4130 6057 signed by Yury Bondar. Said Certified Receipt and Return Receipt Card are attached hereto as Exhibit A.

  
Peter M. Hileman, Esquire

Sworn to and subscribed  
before me this 3<sup>RD</sup> day  
of January, 2007.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Nina Neill, Notary Public  
Doylestown Twp., Bucks County  
My Commission Expires Sept. 7, 2010  
Member, Pennsylvania Association of Notaries

**FILED** *NO CC*  
JAN 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

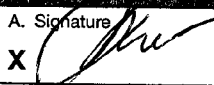
7005 2570 0000 4130 6057

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 75
Certified Fee	265
Return Receipt Fee (Endorsement Required)	2
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 555

Postmark  
DEC 13 2007

Sent To	Yury Bondar
Street, Apt. No., or PO Box No.	PO Box 1747
City, State, ZIP+4	Suisun CA 94585-4747

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Y. Bondar</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><b>RECEIVED</b> JAN 01 2008</p>
<p>1. Article Addressed to:</p> <p>Yury Bondar P.O. Box 1747 Suisun City, CA 94585-4747</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7005 2570 0000 4130 6057</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT A

**DRAKE, HILEMAN & DAVIS**  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

VS.

IGOR BONDAR and  
YURY BONDAR

: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO. 07-1707-CD**  
:  
:  
:  
:

**PRAECIPE**

TO THE PROTHONOTARY:

Kindly substitute the original attached verification executed by Iris Pizzaro, Parent and  
natural guardian of Clarisol Rivera, a minor, for the verification of attorney attached to the  
Complaint.

Respectfully submitted,



Peter M. Hileman, Esquire

**FILED** NO CC  
M18-58394  
MAR 17 2008 @P

William A. Shaw  
Prothonotary/Clerk of Courts

**VERIFICATION**

The undersigned, having read the attached pleading, verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of the signer. The signer, Iris Pizzaro, parent and natural guardian of Clarisol Rivera, verifies that she has read the within pleading and that it is true and correct to the best of her knowledge, information and belief. To the extent that the contents of the pleading are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

10/19/07  
Date

Iris Pizarro  
Iris Pizzaro, parent and natural guardian  
of Clarisol Rivera, a minor

FILED

MAR 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

OCT 29 2007



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

CLARISOL RIVERA, a Minor, by and  
through her Parent and Natural Guardian, No. 07-1707-CD  
IRIS PIZZARO, and IRIS PIZZARO, in her  
own right,

Plaintiffs,

**ANSWER AND NEW MATTER**

vs.

IGOR BONDAR and YURY BONDAR

Filed on behalf of: Defendants

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**

**FILED** <sup>NO CC</sup>  
MAR 31 2008 <sup>18:58</sup> <sup>GR</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLARISOL RIVERA, a Minor, by and through  
her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own  
right,

CIVIL DIVISION

No.: 07-1707-CD

Plaintiffs,

vs.

IGOR BONDAR and YURY BONDAR

Defendants.

**ANSWER AND NEW MATTER**

AND NOW, comes the Defendants, IGOR BONDAR and YURY BONDAR, by their attorney, Paul G. Mayer, Jr., Esquire, and the Law Offices of EISENBERG & TORISKY, 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. Admitted.

3. Admitted.

4. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 4.

5. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 5.

6. Admitted.

7. Admitted.

8. Paragraph 8 sets forth Conclusions of Law to which no responsive pleading is required.

9. Paragraph 9 sets forth Conclusions of Law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 9 is denied pursuant to Pa.R.C.P. 1029(a).

10. Paragraph 10 sets forth Conclusions of Law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 10 is denied pursuant to Pa.R.C.P. 1029(a).

11. Paragraph 11 sets forth Conclusions of Law to which no responsive pleading is required. To the extent of a responsive pleading maybe deemed required, paragraph 11 is denied pursuant to Pa.R.C.P. 1029(a).

12. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 12, and strict proof there was demanded.

13. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 13, and strict proof there was demanded.

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, and strict proof there was demanded.

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, and strict proof there was demanded.

16. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 16, and strict proof there was demanded.

17. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 17, and strict proof thereof is demanded.

#### **COUNT I**

18. Defendant hereby incorporates Paragraphs 1 through 17, as set forth above, as if the same was fully set forth herein.

19. Paragraph 19, including sub paragraphs (a) – (l) set forth Conclusions of Law to which no responsive pleading is required. To the extent a responsive pleading may be deemed required, Paragraph 19, including sub paragraphs (a) – (l) is denied pursuant to Pa.R.C.P. 1029 (e).

WHEREFORE, Defendants request judgment be entered in their favor.

#### **COUNT II**

20. Defendant hereby incorporates Paragraphs 1 through 19, as set forth above, as if the same was fully set forth herein.

21. Paragraph 21 sets forth Conclusions of Law to which no responsive pleading is required. To the extent of a responsive pleading maybe deemed required, paragraph 21 is denied pursuant to Pa.R.C.P. 1029(a).

22. Paragraph 22 sets forth Conclusions of Law to which no responsive pleading is required. To the extent a responsive pleading maybe deemed required,

Paragraph 22, including sub paragraphs (a) – (g) are 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 maybe deemed required, Paragraph 23 is denied pursuant to Pa.R.C.P. 1029(e).

WHEREFORE, Defendant requests that judgment be entered in their favor.

### **COUNT III**

24. Defendant hereby incorporates Paragraphs 1 through 23, as set forth above, as if the same was fully set forth herein.

25. Paragraph 25 sets forth Conclusions of Law to which no responsive pleading is required. To the extent a responsive pleading maybe deemed required, Paragraph 25 is denied pursuant to Pa.R.C.P. 1029 (e).

26. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 26, and strict proof thereof is demanded.

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

### **NEW MATTER**

27. Defendants hereby raise the Pennsylvania Comparative Negligence Act, as an affirmative defense.

28. Defendants hereby raise the Plaintiff's assumption of risk as an affirmative defense.

29. Defendants hereby raise the applicable Statute of Limitations to the extent it may be applicable, as an affirmative defense.

30. Defendants raise the sudden emergency doctrine as a defense.

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

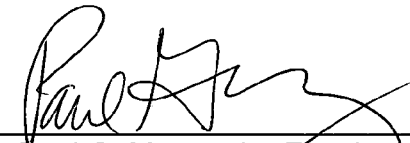
32. Defendants hereby raise the Plaintiff's selection of the limited tort action, if applicable, as an affirmative defense and further alleged that Plaintiff's injuries do not meet the "serious injury" threshold as set forth in the Pennsylvania Motor Vehicle Financial Responsibility Law.

33. Defendants aver that any injuries or damages claimed by Plaintiff in the complaint were the result of superseding and/or intervening causes over which these Defendants had no control.

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

WHEREFORE, Defendants, IGOR BONDAR and YURY BONDAR, deny that they are liable to Plaintiff, and request that judgment be entered in their favor.

By: \_\_\_\_\_

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

**VERIFICATION**

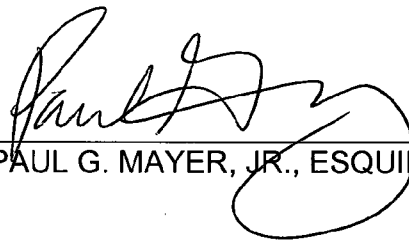
I, PAUL G. MAYER, JR., ESQUIRE, do hereby verify that I am counsel for IGOR BONDAR and YURY BONDAR, Defendants herein, and that as such, I have the authority to make this verification on behalf of IGOR BONDAR and YURY BONDAR, Defendants herein. I verify that the averments of fact set forth in the foregoing 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: \_\_\_\_\_

3/27/08

\_\_\_\_\_  
PAUL G. MAYER, JR., ESQUIRE

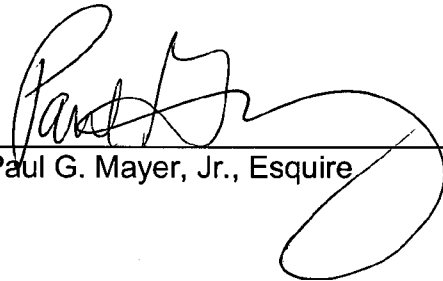
A handwritten signature in black ink, appearing to read "Paul G. Mayer, Jr.", written over a horizontal line.

**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 U.S. First Class Mail, postage prepaid, this **27th** day of **March 2008**.

Peter M. Hileman, Esquire  
DRAKE HILEMAN AND DAVIS  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901

EISENBERG & TORISKY



Paul G. Mayer, Jr., Esquire



DRAKE, HILEMAN & DAVIS  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

VS.

IGOR BONDAR and  
YURY BONDAR

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PA  
: CIVIL DIVISION  
: NO. 07-1707-CD  
:  
:  
:  
:

FILED <sup>NO CC</sup>  
MT 10:37 AM  
APR 09 2008 <sup>CE</sup>

**REPLY TO NEW MATTER**

William A. Shaw  
Prothonotary/Clerk of Courts

27. Denied. To the contrary, Clarisol was a passenger in a vehicle that was rear ended and there is no basis for any comparative negligence claim.

28. Denied. To the contrary, Clarisol was a passenger in a vehicle that was rear ended and she did not assume the risk of any injury.

29. Denied. Plaintiff's Complaint was filed within the applicable two (2) period of limitations.

30. Denied. To the contrary, no sudden emergency existed that would constitute a defense to Plaintiff's claims. Defendant had a duty to drive safely under the conditions he knew to exist or to pull his vehicle off the road until the condition was safe to drive.

31. Denied. Plaintiff will only seek to recover those benefits she is entitled to under Pennsylvania law.

32. Denied. Plaintiff's first party coverage was on a New York policy which did not give

Plaintiff the opportunity to make any tort election. Therefore, she is covered by the full tort option.

33. Denied. To the contrary, Plaintiff's injuries and damages were entirely caused by the negligence of the Defendants.

34. Denied. The Plaintiff did not have any pre-existing condition.

**WHEREFORE**, Plaintiffs respectfully request Your Honorable Court to dismiss Defendant's New Matter and enter judgment in their favor.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter M. Hileman', written over a horizontal line.

Peter M. Hileman, Esquire

DRAKE, HILEMAN & DAVIS  
By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PA  
: CIVIL DIVISION  
: NO. 07-1707-CD  
:  
:  
:  
:  
:

VS.


IGOR BONDAR and  
YURY BONDAR

**CERTIFICATE OF SERVICE**

I, Peter M. Hileman, Esquire, attorney for Plaintiff, do hereby certify that service of a true and correct copy of the within Reply to New Matter was made to all counsel and/or parties of record listed below by regular first class mail on the date set forth below:

Paul G. Mayer, Esquire  
Eisenberg & Torisky  
One Oxford Centre, Suite 2925  
301 Grant Street  
Pittsburgh, PA 15219

4/3/08  
Date

  
Peter M. Hileman, Esquire

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

CLARISOL RIVERA, a Minor, by and  
through her Parent and Natural Guardian,  
IRIS PIZZARO, and IRIS PIZZARO, in her  
own right,

Plaintiffs,

VS

IGOR BONDAR and YURY BONDAR  
Defendants.

No. 07-1707-CD

**PLAINTIFF'S PRAECIPE TO SETTLE &  
DISCONTINUE**

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**

5  
**FILED** NoCC  
10:35am 1 Cert of disc  
FEB 25 2009 issued to Atty.  
Hileman  
William A. Shaw  
Prothonotary/Clerk of Courts

**DRAKE, HILEMAN & DAVIS**

By: Peter M. Hileman, Esquire  
Attorney I.D. No. 30491  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901  
(215) 348-2088

ATTORNEY FOR PLAINTIFFS

CLARISOL RIVERA, a Minor, by and through  
through her Parent and Natural Guardian, IRIS  
PIZZARO and IRIS PIZZARO, in her own right

VS.

IGOR BONDAR and  
YURY BONDAR

: **COURT OF COMMON PLEAS**  
: **CLEARFIELD COUNTY, PA**  
: **CIVIL DIVISION**  
: **NO. 07-1707-CD**  
:  
:  
:  
:


**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO THE PROTHONOTARY,

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

Respectfully submitted,

By:

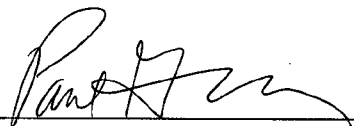
  
Peter M. Hileman, Esquire

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Praecipe to Settle and Discontinue** was served upon the following at their address of record by first class mail, postage prepaid, this 23<sup>rd</sup> day of February, 2009.

Peter M. Hileman, Esquire  
DRAKE HILEMAN AND DAVIS  
Suite 15-Bailiwick Office Campus  
P.O. Box 1306  
Doylestown, PA 18901

EISENBERG & TORISKY

  
\_\_\_\_\_  
Paul G. Mayer, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIES

Clarisol Rivera  
Iris Pizzaro

Vs.  
Igor Bondar  
Yury Bondar

No. 2007-01707-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 25, 2009, marked:

Settled, discontinued and ended

Record costs in the sum of \$92.00 have been paid in full by Peter Hileman Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of February A.D. 2009.



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

lm