

07-1881-CD
Liberty Mutual vs Bryon Booth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Liberty Mutual Ins. Co. A/S/O Dodds

CIVIL ACTION

(Plaintiff)

5050 Tilghman St., Allentown, PA 18104

(Street Address)

Allentown, PA 18104

(City, State ZIP)

No. 07-1881-CD

Type of Case: _____

Type of Pleading: Complaint

VS.

Filed on Behalf of:

Plaintiffs

(Plaintiff/Defendant)

Byron Booth

(Defendant)

SCIEPO BOX 1000

(Street Address)

Houtzdale, PA 16698

(City, State ZIP)

Paul J. Hennessy, Esquire

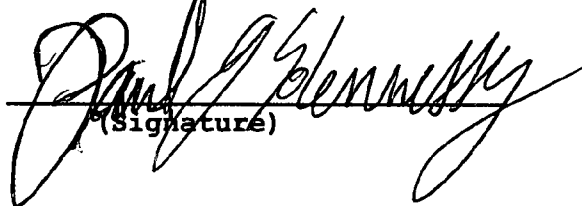
(Filed by)

142 W. Market St., West Chester, PA 19382

(Address)

610-431-2727

(Phone)


(Signature)

FILED
NOV 16 2007
Any pd. 85.00
lec Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 65396

Attorney for Plaintiffs

Liberty Mutual Ins. Co. A/S/O
Edward Dodds
5050 Tilghman St.
Allentown, PA 18104
VS
Byron Booth
P.O. Box 1000
Houtzdale, PA 16698

:In The Court of Common Pleas
:Clearfield County, Pennsylvania
:Civil Action Law
: No:

NOTICE

AVISO

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

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
814-465-2641 ext. 5982

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo a partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleva esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por teléfono a la oficina cuya dirección se encuentra escrita abajo para averiguar dónde se puede conseguir asistencia legal.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
814-465-2641 ext. 5982

Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382
610-431-2727
Attorney I.D. 65396

Attorney for Plaintiffs

Liberty Mutual Ins. Co. A/S/O
Edward Dodds
5050 Tilghman St.
Allentown, PA 18104
VS
Byron Booth
P.O. Box 1000
Houtzdale, PA 16698

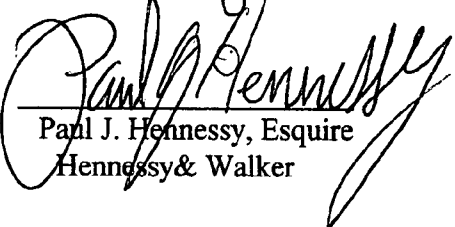
:In The Court of Common Pleas
:Clearfield County, Pennsylvania
:Civil Action Law
: No:

COMPLAINT

1. Plaintiff Liberty Mutual Ins. Co. is an insurance carrier licensed and authorized to conduct business in the Commonwealth of Pennsylvania and having as one of its principal places of business the above captioned address.
2. Edward Dodds is an adult individual insured with Plaintiff Liberty Mutual Ins. Co. on 10-14-2006.
3. Defendant Byron Booth is an adult individual residing at the above captioned address.
4. On or about 10-14-2006, Plaintiff Liberty Mutual Ins. Co. insured Edward Dodds with a personal automobile policy, said policy covering a 2006 Honda Pilot, NJ Tag # UDJ-40T and carrying with same, collision coverages.
5. On or about 10-14-2006 at or near Interstate 95 Northbound and Patterson Avenue in Philadelphia, PA, Defendant Byron Booth while operating a 1990 Honda Civic bearing PA tag GMD0454, did negligently or recklessly strike/collide into Plaintiff's insured's 2006 Honda Pilot causing damages to same in the amount of \$ 20,180.00.
6. The negligence of the Defendant consisted of:

- a) Speeding;
 - b) Driving too fast for conditions;
 - c) failing to yield right of way;
 - d) being inattentive;
 - e) failing to make the proper observations;
 - f) striking another motor vehicle lawfully upon the roadway;
 - g) failing to give due regard to the rights, safety point and position of Plaintiff's insured's vehicle;
 - h) improper turning methods,
 - i) other such negligence that may be developed through continuing discovery and trial of this matter.
7. The aforesaid collision resulted solely from the negligent acts and/or failure to act on part of Defendant named herein and were due in no manner whatsoever to any act and/or failure to act on part of Plaintiff's insured.
8. As a result of the aforesaid collision, Plaintiff Liberty Mutual Ins. Co. settled the collision claim of Edward Dodds in the amount of \$ 20,180.00 (said figure includes the first party deductible) representing fair and reasonable reimbursement for the damages sustained.
9. Pursuant to the aforesaid policy of insurance, Plaintiff Liberty Mutual Ins. Co. is subrogated to Edward Dodds for this loss.

WHEREFORE, Plaintiffs demand judgment against the Defendant in the amount of \$ 20,180.00 together plus costs, interest and such other relief this Court finds equitable and just.


Paul J. Hennessy, Esquire
Hennessy & Walker

LIBE-2231

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

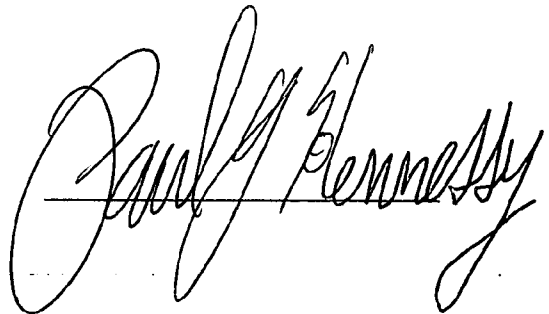
: ss

The undersigned verifies that the facts contained herein are true and correct.

The undersigned understands that false statements herein are made subject to the penalties of 19 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

If applicable, this affidavit is made on behalf of the Plaintiff(s); that the said Plaintiff(s) is/are unable and unavailable to make this verification on its/his/her own behalf within the time allotted for filing of this pleading, and the facts set forth in the foregoing pleading are true and correct to the best of counsel's knowledge, information and belief.

This verification is made pursuant to Pa. R.C.P. 1024 and is based on interviews, conferences, reports, records and other investigative material in the file

A handwritten signature in cursive script, appearing to read "Paul J. Hennessy", written over a horizontal line.

Dated: _____

11/13/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LIBERTY MUTUAL INSURANCE
COMPANY a/s/o EDWARD
DODDS,

Plaintiff,

v.

BYRON BOOTH,

Defendant.

CIVIL DIVISION

No.: 07-1881-CD

PRAECIPE FOR APPEARANCE

(Jury Trial Demanded)

Filed on Behalf of Defendant

Counsel of Record for this Party:

Jeffrey C. Catanzarite, Esquire
PA I.D. #: 72765

**Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.**
Firm No.: 911

Gulf Tower, Suite 2400
707 Grant Street
Pittsburgh, PA 15219

(412) 261-3232

#16047

FILED NO CC
7/12:33/07
JAN 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LIBERTY MUTUAL INSURANCE
COMPANY a/s/o EDWARD
DODDS,

CIVIL DIVISION

No.: 07-1881-CD

Plaintiff,

v.

BYRON BOOTH,

Defendant.

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:

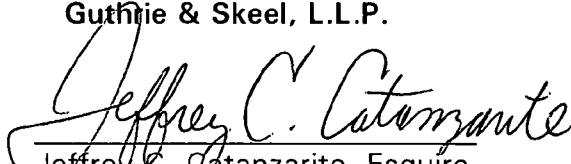
Kindly enter the appearance of the undersigned, Jeffrey C. Catanzarite, Esquire, of the law firm of Summers, McDonnell, Hudock, Guthrie & Skeel, L.L.P., on behalf of the Defendant, Bryon Booth, incorrectly identified as Byron Booth.

JURY TRIAL DEMANDED

Respectfully submitted,

**Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.**

By:


Jeffrey C. Catanzarite, Esquire
Counsel for Defendant

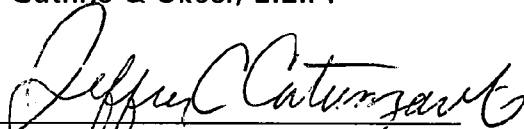
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Fraecipe for Appearance** was served upon the following counsel of record on the 25th day of January, 2008, by U.S. First Class Mail, postage prepaid:

Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.

By:



Jeffrey C. Catanzarite, Esquire
Counsel for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LIBERTY MUTUAL INSURANCE
COMPANY a/s/o EDWARD
DODDS,

Plaintiff,

v.

BYRON BOOTH,

Defendant.

CIVIL DIVISION

No.: 07-1881-CD

ANSWER AND NEW MATTER

(Jury Trial Demanded)

Filed on Behalf of Defendant

Counsel of Record for this Party:

Jeffrey C. Catanzarite, Esquire
PA I.D. #: 72765

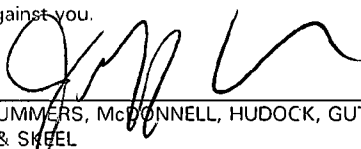
**Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.**
Firm No.: 911

Gulf Tower, Suite 2400
707 Grant Street
Pittsburgh, PA 15219

(412) 261-3232

TO: PLAINTIFF

You are hereby notified to file a written response to
the enclosed Answer and New Matter within twenty (20)
days from service hereof or a judgment may be entered
against you.


SUMMERS, McDONNELL, HUDOCK, GUTHRIE
& SKEEL

#16047

FILED ¹⁰cc
m/jms/af
FEB 13 2008 @

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LIBERTY MUTUAL INSURANCE
COMPANY a/s/o EDWARD
DODDS,

CIVIL DIVISION

No.: 07-1881-CD

Plaintiff,

v.

BYRON BOOTH,

Defendant.

ANSWER AND NEW MATTER

Defendant, Bryon Booth, incorrectly identified as Byron Booth, by and through his attorneys, Summers, McDonnell, Hudock, Guthrie & Skeel, L.L.P., and Jeffrey C. Catanzarite, Esquire, files the following Answer and New Matter:

I. ANSWER

1. Admitted.

2. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 and therefore, said allegations are denied and strict proof thereof is demanded at the time of trial.

3. Admitted.

4. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph

4 and therefore, said allegations are denied and strict proof thereof is demanded at the time of trial.

5. The allegations of Paragraph 5 are conclusions of law to which no response is required. To the extent that a response is necessary, said averments are generally denied pursuant to Rule 1029(d) and (e) of the Pennsylvania Rules of Civil Procedure.

6. The allegations of Paragraph 6 and its subparts are conclusions of law to which no response is required. To the extent that a response is necessary, said averments are generally denied pursuant to Rule 1029(d) and (e) of the Pennsylvania Rules of Civil Procedure.

7. The allegations of Paragraph 7 are conclusions of law to which no response is required. To the extent that a response is necessary, said averments are generally denied pursuant to Rule 1029(d) and (e) of the Pennsylvania Rules of Civil Procedure.

8. The allegations of Paragraph 8 are conclusions of law to which no response is required. To the extent that a response is necessary, said averments are generally denied pursuant to Rule 1029(d) and (e) of the Pennsylvania Rules of Civil Procedure.

9. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 and therefore, said allegations are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Defendant, Bryon Booth, incorrectly identified as Byron Booth, demands judgment in his favor.

II. NEW MATTER

10. The allegations of Paragraph 1 through 9 are herein incorporated by reference.

11. The Defendant asserts as an affirmative defense and a complete bar to Plaintiff's recovery the Release of All Claims signed by Edward and Ilene Dodds on July 30, 2007. A copy of the Release of All Claims is attached hereto as Exhibit "A".

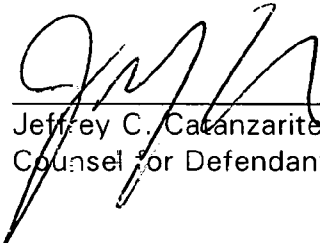
WHEREFORE, Defendant, Bryon Booth, incorrectly identified as Byron Booth, demands judgment in his favor and against Plaintiff.

JURY TRIAL DEMANDED

Respectfully submitted,

**Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.**

By:



Jeffrey C. Catanzarite, Esquire
Counsel for Defendant

'RELEASE OF ALL CLAIMS'

KNOW ALL MEN BY THESE PRESENTS:

That Ilene and Ed Dodds, being of lawful age, for the sole consideration of seven-thousand, five-hundred respectively (\$15,000.00) to the undersigned in hand paid, receipt whereof is hereby acknowledged do/does hereby and for my/our/its heirs, executors, administrators and assigns, acquit and forever discharge Safe Auto Insurance Company and Bryon Booth and his, hers, their heirs, or its agents, servants, successors, heirs executors, administrators and all other persons, firms corporation, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage (including any loss of use thereof) and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about 10/14/2006, at or near Philadelphia, PA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released deny liability therefor and intend merely to avoid litigation and buy their peace. The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

Neither this Release nor any payment pursuant thereto shall be construed as an admission of any liability, such being expressly denied, nor as a waiver by or an estoppel of any of the parties herein released to make claim for any damages which they sustained, their claims and causes of action with respect thereto being expressly reserved.

It is further agreed that Ilene and Ed Dodds will indemnify and defend Safe Auto Insurance Company and Bryon Booth for any demand of payment brought by any party for reimbursement of proceeds paid on behalf of Ilene and Ed Dodds, his/her/their/its heirs, administrators, executors, successors and assigns or any other persons, firms or corporations

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

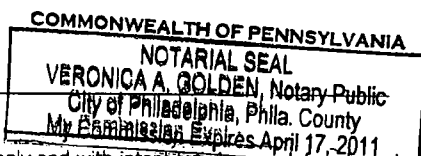
Signed, sealed and delivered this 30th day of July, in the year 2007

State of Pennsylvania
County of Philadelphia

X Edward Dodds
Signature - Edwards Dodds
X Ilene Dodds
Signature - Ilene Dodds

On the 30th day of July, in the year 2007, before me personally appeared Edward Dodds & Ilene Dodds presenting to be the person(s) named herein and who executed the foregoing Release.

My term expires



[Signature]
Notary Signature

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to a fine of up to \$15,000.



VERIFICATION

Defendant verifies that he/she is the Defendant in the foregoing action; that the foregoing ^{and New Matter} **ANSWER, TO PLAINTIFF'S COMPLAINT** is based upon information which he/she has furnished to his/her counsel and information which has been gathered by his/her counsel in the preparation of the lawsuit. The language of the ^{and New Matter} **ANSWER, TO PLAINTIFF'S COMPLAINT** is that of counsel and not of the Defendant.

Defendant has read the ^{and New Matter} **ANSWER, TO PLAINTIFF'S COMPLAINT** and to the extent

that the ^{and New Matter} **ANSWER, TO PLAINTIFF'S COMPLAINT** is based upon information which he/she has given to his/her counsel, it is true and correct to the best of his/her

knowledge, information and belief. To the extent that the content of the ^{and New Matter} **ANSWER,**

TO PLAINTIFF'S COMPLAINT is that of counsel, he/she has relied upon counsel in making this Affidavit. Defendant understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: 1/29/08

Bryon Booth
Bryon Booth, Defendant

#16047

TO PLAINTIFF'S COMPLAINT is that of counsel, he/she has relied upon counsel in making this Affidavit. Defendant understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Answer and New Matter** was served upon the following counsel of record on the 11th day of February, 2008, by U.S. First Class Mail, postage prepaid:

Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street
West Chester, PA 19382

**Summers, McDonnell, Hudock,
Guthrie & Skeel, L.L.P.**

By:



Jeffrey C. Catanzarite, Esquire
Counsel for Defendant

FILED

MAR 10 2008

W/12:35/C
William A. Shaw
Prothonotary/Clerk of Courts

Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.
142 W. Market Street, Suite 2
West Chester, PA 19382
610-431-2727
Attorney ID 65396

Attorney For Plaintiffs

Atty

Liberty Mutual Insurance Company
A/S/O Edward Dodds
5050 Tilghman Street, Suite 200
Allentown, PA 18104

: In The Court of Common Pleas
: Clearfield County, Pennsylvania
: Civil Action Law
: No. 07-1881-CD

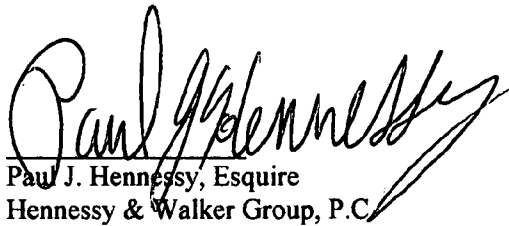
v.

Byron Booth
SCI PO BOX 1000
Houtzdale, Pennsylvania 16698

Praecipe

To The Prothonotary:

Please withdraw the above captioned matter without prejudice.


Paul J. Hennessy, Esquire
Hennessy & Walker Group, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103453
NO: 07-1881-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: LIBERTY MUTUAL INS. CO. a/s/o. DODDS
vs.
DEFENDANT: BYRON BOOTH

FILED

APR 08 2008

0/3:00/1
William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, December 14, 2007 AT 8:36 AM SERVED THE WITHIN COMPLAINT ON BYRON BOOTH (INMATE # HA0018) DEFENDANT AT SCI HOUTZDALE, PO BOX 1000, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BYRON BOOTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HENNESSY	2638	10.00
SHERIFF HAWKINS	HENNESSY	2638	35.46

Sworn to Before Me This

____ Day of _____ ²⁰⁰⁸
2007

So Answers,


Chester A. Hawkins
Sheriff