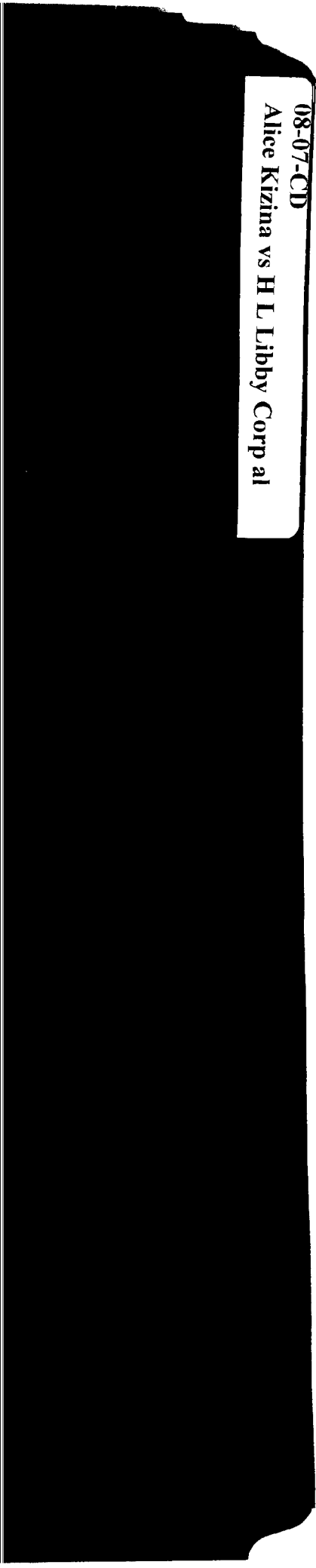


08-07-CD

Alice Kizina vs H L Libby Corp al



Civil Other-COUNT

Date		Judge
1/7/2008	New Case Filed.	No Judge
	X Filing: Civil Complaint Paid by: Mason, David C. (attorney for Kizina, Alice Jean P.) Receipt number: 1922095 Dated: 01/07/2008 Amount: \$95.00 (Check) 2CC Atty Mason and 2CC shff.	No Judge
1/22/2008	X Praecipe For Entry of Appearance, filed on behalf of Defendant Jeffrey T. Coval an individual trading as Boggs Material & Service, enter appearance of Matthew B. Taladay, Esquire. No CC	No Judge
2/13/2008	X Answer and New Matter, filed by s/ Matthew B. Taladay, Esquire. No CC	No Judge
2/19/2008	X Notice of Service, on the 15th day of Feb., 2008, defendant Coval's First Set of Discovery Materials served upon David C. Mason, Esquire, by first class mail. Filed by s/ Matthew B. Taladay, Esquire. No CC	No Judge
2/25/2008	X Entry of Appearance, on behalf of H. L. Libby Corporation, enter appearance of Terry L. Bashline, Esquire. No CC	No Judge
	X Notice of Service of Defendant's First Request For Production of Documents Directed to Plaintiff, Alice Jean P. Kizina, on 22nd day of Feb., 2008, Notice of Service of Defendant's First Set of Interrogatories And request for Production of Documents Directed to Plaintiff Alice Jean P. Kizina was served upon David Mason, Esquire. Filed by s/ Terry L. M. Bashline, Esquire. No CC	No Judge
3/28/2008	X Answer, New Matter and Cross Claim, filed by s/ Terry L.M. Bashline, Esquire. No CC	No Judge
5/7/2008	X Sheriff Return, January 8, 2008, Sheriff of Allegheny was deputized. January 17, 2008 at 1:17 pm Served the within Complaint on H.L. Libby Corp. January 11, 2008 at 10:16 am Served the within Complaint on Jeffrey T. Coval i/t/a Boggs Materials & Services by handing to Andrea Coval. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Mason \$86.36 Allegheny Co. costs pd by Mason \$50.00	No Judge
7/11/2008	X Motion to Compel Discovery, filed by s/ Matthew B. Taladay, Esquire. No CC	No Judge
7/16/2008	X Order, this 16th day of July, 2008, Defendant Coval's Motion to Compel Discovery is granted. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Taladay	No Judge
7/18/2008	X Certificate of Service, on the 17th day of July, 2008, a copy of Court Order dated July 16, 2008, was sent via first class mail, to David C. Mason, Esquire, and Terry L.M. Bashline, Esquire. no CC	No Judge
8/5/2008	X Motion to Compel Discovery, filed by s/ Terry L. Bashline, Esquire. No CC	No Judge
8/7/2008	X Order, this 6th day of August, 2008, upon consideration of the Defendant's Motion to Compel Discovery, it is Ordered that argument will be heard on the 2nd day of Sept., 2008, at 1:30 p.m. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bashline	Fredric Joseph Ammerman
8/15/2008	X Notice of Service, That on the 14th day of August 2008, serve Plaintiff's Answers to Interrogatories Propounded by Defendant, Jeffrey T. Coval, i/t/d/b/a in the above captioned matter to Matthew B. Taladay Esq. and Terry L. Bashline Esq., filed by s/ David C. Mason Esq. No CC.	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

vs.

H. L. LIBBY CORP, a Pennsylvania
business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendants

*

* No. 08-07-CD

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* TYPE OF CASE: Civil Action

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* TYPE OF PLEADING: Complaint

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* FILED ON BEHALF OF: Plaintiff

*

* COUNSEL OF RECORD FOR THIS

* PARTY:

* David C. Mason, Esquire

* Supreme Court I D. #39180

* Attorney at Law

* P. O. Box 28

* Philipsburg, PA 16866

* (814) 342-2240

FILED

M 110:04/01
JAN 07 2008

2cc Atty Mason

2cc Sheriff

Atty pd 95.00

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

vs.

H. L. LIBBY CORP, a Pennsylvania
business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendants

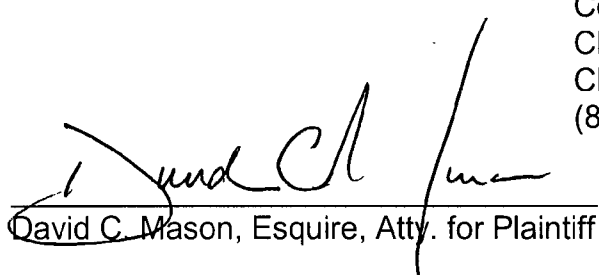
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* No.
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NOTICE

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 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.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641


David C. Mason, Esquire, Atty. for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA, an individual,	*	
	*	No. 07 -
Plaintiff	*	- CD
	*	
vs.	*	
	*	
H. L. LIBBY CORP, a Pennsylvania	*	
business corporation, and JEFFREY T.	*	
COVAL, an individual trading as	*	
BOGGS MATERIALS & SERVICE	*	
	*	
Defendants	*	

COMPLAINT

AND NOW, comes the Plaintiff, ALICE P. JEAN KIZINA, by and through her attorney, David C. Mason, and files the following Complaint against the Defendants, of which the following are averments of fact:

1. Plaintiff is Alice Jean P. Kizina, an individual, whose current address is 204 Berkley Street, Philipsburg, Centre County, Pennsylvania, 16866.

2. Defendants are:

A. H. L. Libby Corp., which upon information and belief is a Pennsylvania business corporation with a principal address of 803 Commonwealth Dr., Warrendale, PA, 15086.

B. Jeffrey T. Coval is an individual who trades and conducts business under the unregistered fictitious name of "Boggs Materials and Service", with a principal address of 42 Powell Street, P.O. Box 57, Hawk Run, PA 16840.

3. On or about January 2, 2007, Plaintiff Alice Jean P. Kizina drove approximately two miles to the CVS Store in the shopping plaza owned by H. L. Libbey Corp., which plaza is located in Decatur Township, Clearfield County, PA.

4. Upon her arrival at the parking lot, at approximately 8:30 a.m., Plaintiff parked her vehicle in the parking area adjacent to the CVS store, and exited with the intention of shopping at the CVS Pharmacy located in the shopping plaza owned by Defendant H.L. Libby Corp.

5. Plaintiff was walking on the asphalt parking lot on January 2, 2007, at about 8:30 A. M. , prevailing time, when she slipped on a patch of ice, causing her to fall to the ground and suffering injuries as hereinafter detailed.

6. Plaintiff believes and therefore avers that Defendant H.L. Libby Corp. hired and/or contracted with Defendant Jeffrey T. Coval t/a Boggs Materials and Service to plow snow, apply anti-skid materials, and otherwise to keep the parking areas of the premises free and clear of snow and ice and safe for the customers of H. L. Libby Corp.'s tenants, and the public in general.

7. Plaintiff believes and therefore avers that on January 2, 2007, at about 8:30 A. M. , prevailing time, the parking lot appeared to have been cleared of snow, but snow and/or water had been permitted to accumulate, perhaps melt and refreeze, creating an unreasonable risk of harm to the Plaintiff by the presence of an unusually dangerous but wholly foreseeable condition.

8. Defendant H. L. Libby Corp. and/or its contractor, Defendant Boggs Materials and Service did foresee, or in the exercise of reasonable prudence should have discovered the icy conditions or foreseen of the possibility of a generally icy condition which would

have created an unreasonable risk of danger to the traveling public, and treated the parking lot with anti-skid material.

9. Plaintiff's injuries were the direct and proximate result of the negligence, carelessness, and recklessness of the Defendants in that:

(a) Defendant H. L. Libby Corp. hired Defendant Jeffrey T. Coval, t/a Boggs Materials and Service to keep the parking lot clear and free of ice and snow;

(b) the implied purpose of this contract was to provide safe parking and travel over the parking lot for business invitees of Defendant H. L. Libby Corp's commercial tenants, of whom Plaintiff was one; and

(c) Defendant Jeffrey T. Coval, t/a Boggs Materials and Service caused or permitted water to accumulate in the parking lot which froze creating an icy condition and an unreasonable risk of injury to Plaintiff and other business visitors.

(d) Defendants H. L. Libby Corp. and Jeffrey T. Coval, t/a Boggs Materials and Service failed to exercise reasonable care with regard to this parking area to protect CVS business invitees in general and Plaintiff Kizina in particular against the reasonably foreseeable dangerously icy conditions that existed in the parking area at the date and time of Plaintiffs' injury.

10. Defendants, and each of them, failed to make a reasonable investigation and/or inspection of the parking lot on the morning of January 2, 2007, which investigation or inspection would have revealed the existence of the unreasonably dangerous condition posed by the slippery and frozen areas.

11. Defendants, and each of them, failed to give warning of the dangerous conditions created by the freezing of accumulated water, or to cordon or barricade the

dangerous areas, and otherwise failed to take any other safety precautions to prevent injury to the Plaintiff and other business visitors.

12. Defendant Jeffrey T. Coval, t/a Boggs Materials and Service failed to remove the accumulated water from the parking lot before it froze, and failed to keep the parking lot free and clear of ice.

13. In the alternative, Defendant Jeffrey T. Coval, t/a Boggs Materials and Service caused the accumulation of water which froze in the parking lot to form the icy area, by neglecting or failing to clear all of the snow from all of the parking lot.

14. In the alternative, Defendant Jeffrey T. Coval, t/a Boggs Materials and Service caused the accumulation of water which froze in the parking lot to form the icy area, by placing the accumulated snow in a location where it melted, collected in the parking lot, and reformed as ice which created an unreasonably dangerous but wholly foreseeable condition.

15. Solely as the result of the combined Defendants' negligence the Plaintiff suffered serious, painful and permanent injury to her body and extremities including a fractured pelvis, a loss of independence that will never be recaptured, a diminution of health, strength, vigor, vitality and/or physical and mental well being, a shock to her entire body and systems, and a fear and hesitation to travel alone and independently .

16. Plaintiff was transported by ambulance to the Clearfield Hospital where she was diagnosed with a fractured pelvis. She was admitted where she remained an inpatient from January 2, 2007, through January 8, 2007, at which time she was transferred to Healthsouth-Nittany Valley Rehabilitation Hospital, where she remained as an inpatient

until January 30, 2007.

17. As a further direct and proximate result of the negligence of the Defendants and the injuries sustained by the Plaintiff, Plaintiff Kizina has been and will be obliged to receive and undergo medical attention and care and to expend various sums of money and to incur various expenses, and may be obliged to expend such sums to incur such expenditures for an indefinite time into the future.

18. Further, as a direct and proximate result of the negligence of the Defendants as hereinabove detailed, Plaintiff Kizina's medical treatment is continuing and additional medical expenses will be incurred in the future.

19. As a further result of this collision, Plaintiff Kizina has suffered severe physical pain, mental anguish, humiliation, embarrassment, loss of enjoyment of life, loss of vitality, vigor, health and/or strength and will continue to suffer the same for an indefinite time into the future which will likely not end before her death.

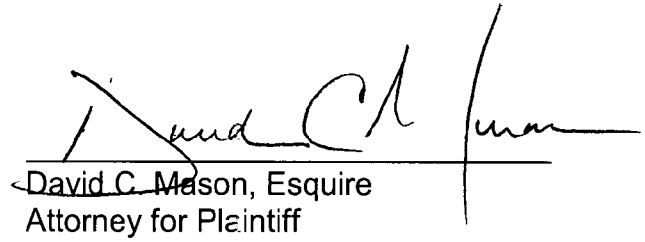
20. Plaintiff Alice P. Jean Kizina has incurred, is incurring, and in the future for an indefinite time will incur out of pocket expenses for her care, her medical supplies,

21. Plaintiff Alice P. Jean Kizina is an insured under the federal government's Medicare health plan for senior citizens, which health plan has paid, is paying and in the future will be obligated to pay for the medical treatment rendered to the Plaintiff as the result of the accident and injuries described herein.

22. Pursuant to the Medicare Secondary Payer Statute, Title 42 U.S.C. §1395, and the code of federal regulations, 42 CFR 410, et seq. these costs and monies expended by Medicare for payment to medical providers for provision of health care to the Plaintiff for treatment of the injuries she sustained in the incident described herein are recoverable by

Medicare.

WHEREFORE, Plaintiff prays your Honorable Court for the entry of a judgment in her favor and against the Defendants, individually, jointly and severally, in an unliquidated amount in excess of \$25,000.00, plus interest to the extent permitted by law, and costs of suit.



David C. Mason, Esquire
Attorney for Plaintiff

VERIFICATION

I verify that the facts set forth in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Alice Jean P. Kizina
Alice Jean P. Kizina

DATED: Dec 31, 2007

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,

Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Praecipe for Entry of
Appearance

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: January 18, 2008

FILED *mcc*
m/10.44/201
JAN 22 2008 *(6)*

William A. Shaw
Prothonotary/Clerk of Courts

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

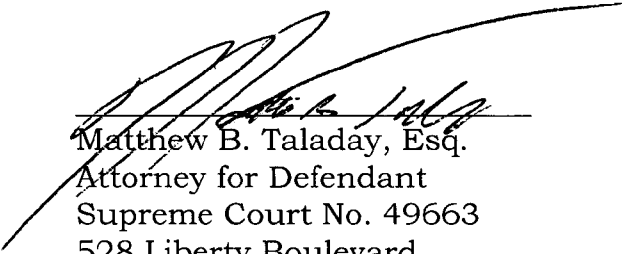
ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
	:	
Defendants	:	

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant
Jeffrey T. Coval, an individual trading as Boggs Materials & Service, in
the above captioned matter.

Dated: 01/18/08


Matthew B. Taladay, Esq.
Attorney for Defendant
Supreme Court No. 49663
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

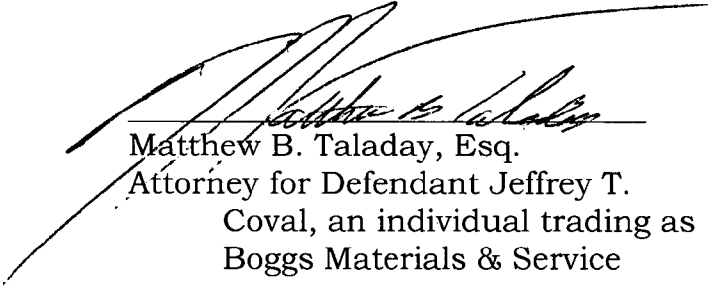
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
	:	
Defendants	:	

CERTIFICATE OF SERVICE

I certify that on the 18th day of January, 2008, a true and correct copy of the foregoing Praecipe for Entry of Appearance was sent via first class mail, postage prepaid, to the following:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866


Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,

Defendants

Type of Case: Civil Action

No. 2008-C7-CD

Type of Pleading:

Answer and New
Matter

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

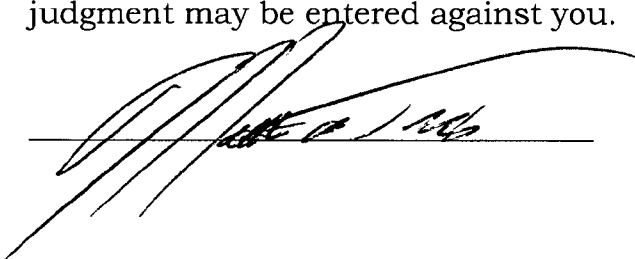
Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: February 12, 2008

You are hereby notified to plead
to the within pleading within twenty
(20) days of service thereof or default
judgment may be entered against you.



m/11/12/08 NO CC
(62)

Matthew B. Taladay
Counsel of Record

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
	:	
Defendants	:	

ANSWER

AND NOW, comes the Defendant, Jeffrey T. Coval, an individual trading as Boggs Materials & Service, and hereby responds to Plaintiff's Complaint as follows:

1. Upon information and belief, admitted.
2. A. Upon information and belief, admitted.
B. Admitted.
3. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the averments of paragraph 3 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.
4. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the

averments of paragraph 4 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

5. It is denied that the Plaintiff slipped on a patch of ice. To the contrary, it is averred that no ice was present on the parking lot at the time of Plaintiff's fall. With regard to the remaining allegations of Plaintiff's Complaint, the Responding Defendant is, after reasonable investigation, without sufficient information to form a belief as to the truth of the remaining averments of paragraph 5 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

6. Denied as stated. It is admitted, however, that Defendant Jeffrey T. Coval, t/a Boggs Materials & Service, was contracted with Defendant H.L. Libby Corp. to perform certain maintenance activities upon the premises. Under the terms and conditions of the agreement between Defendant Coval, t/a Boggs Materials & Service, and Defendant H.L. Libby Corp. are set forth in a written Subcontract Agreement for season 10/15/06 to 04/15/07 and attached hereto as Exhibit "A".

7. Denied. To the contrary, Defendant Boggs Materials & Service at all times relevant hereto exercised reasonable care to keep the parking lot free of unnatural accumulations of snow and ice, no dangerous condition existed.

8. Denied. To the contrary, Defendant Jeffrey T. Coval, t/a Boggs Materials & Service, exercised reasonable prudence and performed reasonable inspection of the premise and found it to be free of any condition requiring maintenance or treatment.

9. Denied in accordance with Pa.R.C.P. Rule 1029(e).

10. Denied in accordance with Pa.R.C.P. Rule 1029(e).

11. Denied in accordance with Pa.R.C.P. Rule 1029(e).

12. Denied in accordance with Pa.R.C.P. Rule 1029(e).

13. Denied in accordance with Pa.R.C.P. Rule 1029(e).

14. Denied in accordance with Pa.R.C.P. Rule 1029(e).

15. Defendant Jeffrey T. Coval, t/a Boggs Materials & Service, denies all allegations of negligence. With regard to the remaining averments of paragraph, the Responding Defendant is, after reasonable investigation, without sufficient information to form a belief as to the truth of the remaining averments of paragraph 15 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

16. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the averments of paragraph 16 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

17. Responding Defendant denies all allegations of negligence. With regarding to the remaining averments of paragraph 17,

the Responding Defendant is, after reasonable investigation, without sufficient information to form a belief as to the truth of the remaining averments of paragraph 17 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

18. Responding Defendant denies all allegations of negligence. With regarding to the remaining averments of paragraph 18, the Responding Defendant is, after reasonable investigation, without sufficient information to form a belief as to the truth of the remaining averments of paragraph 18 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

19. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the averments of paragraph 19 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

20. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the averments of paragraph 20 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

21. After reasonable investigation, Defendant Coval is without sufficient information to form a belief as to the truth of the averments of paragraph 16 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

22. This paragraph sets forth a conclusion of law to which no response is required.

WHEREFORE, Defendant Jeffrey T. Coval, an individual trading as Boggs Materials & Service demands judgment in his favor.

NEW MATTER

23. Plaintiff's claims are barred or limited by application of the Doctrine of Comparative Negligence due to her own negligence, which is as follows:

(a) In failing to keep a lookout for potentially hazardous conditions while walking;

(b) In failing to pay attention to her path of travel so as to avoid potentially hazardous conditions or obstacles;

(c) In failing to use necessary assistive devices when walking when she knew or should have known that to do so would impose her to risk of injury;

(d) In failing to monitor or maintain her respiratory health when she knew or should have known that to do so may result in bodily injury;

(e) In failing to utilize proper footwear for surface conditions then and there prevailing.

WHEREFORE, Defendant Jeffrey T. Coval, t/a Boggs
Materials & Service demands judgment in his favor.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

A handwritten signature in black ink, appearing to read 'Matthew B. Taladay', is written over a horizontal line.

Matthew B. Taladay, Esq.

Attorney for Defendant Jeffrey T.

Coval, an individual trading as
Boggs Materials & Service

VERIFICATION

I, **Jeffrey T. Coval, an individual trading as Boggs**

Materials & Service, do hereby verify that I have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 2-6-08



Jeffrey T. Coval

8/17/2006

**SUBCONTRACT AGREEMENT
SNOWPLOWING
PLAZA: PHILIPSBURG PLAZA
SEASON: 10/15/06 TO 04/15/07**

THIS AGREEMENT made by and between H. L. Libby Corporation, ("Contractor") 803 Commonwealth Drive, Warrendale, PA 15090, Jeff Coval, Boggs Material and Services, Post Office Box 57, Hawk Run, PA 16840 ("Subcontractor")

WHEREAS, the Contractor is desirous of having snow removal done on the premises known as:

Philipsburg Plaza
Associates of Philipsburg, LP
Route 322
Philipsburg, PA 16866

WHEREAS, the Subcontractor is desirous of performing work, labor and services in connection with said snow removal;

NOW THEREFORE, in consideration of the foregoing and of the following mutual promises, covenants and conditions, it is agreed by and between the parties as follows:

1) The Subcontractor shall furnish all equipment, labor and services necessary to effectively plow and remove snow from the common areas, including but not limited to paved areas and sidewalks at the shopping center to include the entire area in front of all stores, the area behind the stores, including all loading docks, access doors, and other common areas, in a reasonable manner and at such time or times as shall be required to allow patrons of the stores at the shopping center to enter upon and park vehicles in said parking area. It is understood that the loading dock, access doors, etc. shall remain clear of all debris so that the plows are able to clean the area. Also any hand shoveling around doors is understood to be done by the individual stores.

It is the intent of the parties hereto that the services shall be performed in such a manner as may be possible under varying conditions to allow maximum use possible of the paved area and sidewalks during the winter months.

Snow plowing will commence when snow reaches 1" and will be cleared by the start of the business day, when possible.

Snow will be removed before stores open for the day or after the stores close at night, if possible, so as not to interfere with the normal course of the business day. Notwithstanding the above, any and all other provisions of the agreement, it is mutually understood between the parties that the Subcontractor shall have the right to pile the snow on the premises in areas away from the store frontages so that it does not unreasonably interfere with the use of the parking premises.

No snow is to be piled at ingress and egresses so as to obstruct the view of oncoming traffic. **NO HAULING OF SNOW UNLESS AUTHORIZED IN WRITING BY H.L. LIBBY CORPORATION.**

COPY

8/17/2006

2) The Subcontractor shall be responsible for maintaining any and all Workmen's Compensation, Disability, Unemployment and such other insurance coverages as are usually required by law. Further, Subcontractor shall maintain \$1,000,000.00 of public liability insurance. This agreement is between Boggs Material and Services (Jeff Coval), hereinafter called Subcontractor, and H.L. Libby Corporation, and all their allied, associated, affiliated and subsidiary companies, as they now exist or may hereafter be constituted, and their employees and authorized representatives hereinafter called Libby.

Subcontractor hereby agrees to indemnify, defend and hold harmless Libby, together with its agents from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of work performed for or on behalf of Libby and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault, or negligence whether active or passive of Subcontractor, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of any contract and/or any work performed for or on behalf of Libby. Subcontractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

Libby shall not be held responsible or liable for the operations of the Subcontractor, or for any injuries to persons or damage to property resulting from the operations or services rendered to Libby or any other third party. The Subcontractor hereby indemnifies and agrees to hold harmless Libby and its employees from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, attorney fees, costs, judgments, and damages and expenses of whatsoever kind or nature to persons or property occasioned by the operations or services rendered including injury to Libby, its employees and customers.

The Subcontractor, which is considered an independent contractor, and all persons furnished by the Subcontractor will be considered employees or agents of the Subcontractor and the Subcontractor shall be responsible for payment of all unemployment, social security, and other payroll taxes including contributions to them when required by law. Subcontractor agrees to indemnify and hold harmless Libby from any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, attorney fees, costs, judgments, and damages and expenses of whatsoever kind or nature on account thereof that may be made by anyone for injuries to persons or damage to property including theft and any obligations under workers' compensation or similar acts resulting from the Subcontractor's acts or omissions or by persons furnished by the Subcontractor.

The Subcontractor agrees to defend Libby, its employees, and customers at our request, against any such claim or demands for which the Subcontractor is responsible hereunder.

Insurance Requirements

- A. The Subcontractor shall provide and maintain in full force and effect during the term of the Contract, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability not less than those shown herein:

8/17/2006

1. Workers compensation and employers liability. The commercial umbrella and /or employer liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
 2. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
 3. Business auto liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.
- B. CGL insurance shall be written on ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsements or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.
- C. Libby , with a business address at 803 Commonwealth Drive, Warrendale, PA 15086, together with it's employees, subsidiaries, and authorized agents, shall be named as Additional Insureds under the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, which shall include coverage for Libby with respect to liability arising out of completed operations of Subcontractor, and which coverage shall be maintained in effect for the benefit of Libby for a period of five (5) years following final acceptance. Libby shall also be included as an Additional Insured under the commercial umbrella policy. It is agreed that Additional Insured coverage as required in this subparagraph shall apply as primary insurance. Your insurance certificate must also include under the "Description of Operations" section, a description of the work to be performed by you and the address of the work to be performed, which is Philipsburg Plaza, Route 322, Philipsburg, PA 16866.
- D. Subcontractor will be responsible for and hereby releases, Libby, and their respective affiliates, directors, officers, employees and agents from all liability for loss or damage to all tools, equipment, structures, property of employees and other property, the capital cost of which is not included in the cost of the work. Subcontractor will maintain all risk insurance on such property in an amount equal to the full replacement value.
- E. Subcontractor waives all rights against, Libby , and its' respective affiliates, directors, officers, employees and agents from all liability for recovery of damages to the extent these damages are covered by the property, the commercial general liability, business auto liability, workers compensation and employers liability, or commercial umbrella liability insurance maintained pursuant to this agreement.
- F. In the event of cancellation, alteration, or material change in any of the foregoing policies, thirty-(30) days notice shall be mailed to Libby.

8/17/2006

- G. Licensed, reputable, and financially stable insurance companies shall issue all insurance policies required. Libby may reject insurance written by any insurer it deems in an unsatisfactory financial condition.
- H. Certificate of Insurance: Prior to commencing the work, Subcontractor shall furnish Libby with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide 30 days' written notice Libby prior to the cancellation or material change of any insurance referred to therein.

All certificates shall indicate "This insurance is primary" to that provided by Libby's insurance coverage.

Failure of Libby to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Libby to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

Libby shall have the right, but not the obligation, of prohibiting Subcontractor from entering the project site until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Libby.

Failure to maintain the required insurance may result in termination of this contract at Libby's option and shall indemnify and hold harmless Landlord in the event of injury resulting from contractor's negligence. Subcontractor must provide H. L. Libby Corporation and the property owner with a current certificate of insurance providing the insurance coverage required by this Agreement of \$1,000,000.00.

3) The Subcontractor must have the ability to distribute sand and/or salt. In the event of sleet, freezing rain, wet snow or any other weather conditions which shall cause the aforementioned parking lot to become slick, slippery, icy or in a dangerous condition, at that time should Subcontractor be unable to contact H. L. Libby Corporation, or its designee, Subcontractor shall use its best judgment as to what measures (such as salt or sand) are to be taken.

4) Contractor agrees to pay Subcontractor for services performed by one of the following and all bills are to be submitted weekly, when applicable.

A. **SEASONAL AGREEMENT:** Subcontractor must submit invoices weekly, ending on Saturday midnight, signed and sent to the Warrendale Office:

NOVEMBER

DECEMBER

JANUARY

FEBRUARY

8/17/2006

Salt	\$85.00 ^{83.00} 83.00 ^{Y.} ton, Spread
Sand	\$59.00 ^{64.00} 64.00 ^{Y.} ton, Spread
Anti-skid & Salt	\$75.00 ^{80.00} 80.00 ^{Y.} ton, Spread

5) Should the Subcontractor fail, refuse or neglect to perform the work as provided by the requirements, directions, and instructions herein, the Contractor shall have the right to terminate this contract with written notice with no further payment due to Subcontractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

CONTRACTOR: H. L. LIBBY CORPORATION



WITNESS:

SUBCONTRACTOR: JEFF COVAL, BOGGS MATERIAL & SERVICES





Shop: 814-342-4752

Home Phone: 814-342-7587

Cell/Pager ~~814-342-7587~~ or 814-280-0223 cell #

Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

FEB 19 2008
M/8:30/ (GK)
William A. Shaw
Prothonotary/Clerk of Courts
No 4/C

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,

Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Notice of
Service

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: February 15, 2008

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
	:	
Defendants	:	

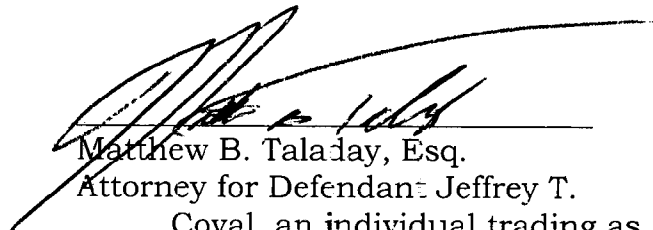
NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Defendant Jeffrey T. Coval, an individual trading as Boggs Materials & Service, do hereby certify that I propounded on Plaintiff, via United States mail, first class, postage pre-paid, this 15th day of February, 2008, Defendant Coval's FIRST SET OF DISCOVERY MATERIALS to the below indicated person, at said address, being counsel of record for the Plaintiff:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866

With a copy to:

H.L. Libby Corp.
Defendant
803 Commonwealth Drive
Warrendale, PA 15086



Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

PRAECIPE FOR APPEARANCE

Defendants.

Filed on Behalf of Defendant,
H.L. LIBBY CORP., a Pennsylvania
Business Corporation

Counsel of Record for this Party:

TERRY L. BASHLINE
PA I.D. No. 30179
Terry.Bashline@LibertyMutual.com

BASHLINE & HUTTON
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222
(412) 434-0201

JURY TRIAL DEMANDED

FILED No.
m/12:59/04 cc
FEB 25 2008 @

William A. Shaw
Prothonotary/Clerk of Courts

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

H.L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

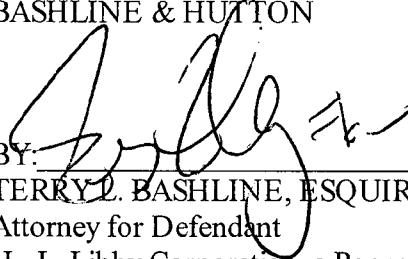
PRAECIPE FOR APPEARANCE

To: Prothonotary of Clearfield
County

You are hereby directed to enter my appearance on behalf of H. L. Libby Corporation, a
Pennsylvania Business Corporation, the Defendant in the afore-captioned case.

JURY TRIAL DEMANDED.

BASHLINE & HUTTON


BY: _____

TERRY L. BASHLINE, ESQUIRE

Attorney for Defendant

H. L. Libby Corporation, a Pennsylvania
Business Corporation


CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing ANSWER, NEW MATTER AND CROSS CLAIM was served via U.S. First Class Mail, postage pre-paid, on this 22nd day of February, 2008, upon the following counsel of record:

David C. Mason, Esquire
P.O. Box 28
Phillipsburg, PA 16866

(Attorney for Plaintiff)

Jeffrey T. Coval
42 Powell Street
P.O. Box 47
Hawk Run, PA 16840



TERRY L.M. BASHLINE, ESQUIRE
Attorney for Defendant H.L. Libby Corp

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

Plaintiff,

v.

H.L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

CIVIL DIVISION

No. 08-07-CD

ISSUE NO.:

**NOTICE OF SERVICE OF
DEFENDANT'S FIRST REQUEST
FOR PRODUCTION OF
DOCUMENTS DIRECTED TO
PLAINTIFF, ALICE JEAN P. KIZINA**

Filed on Behalf of Defendant:
H. L. LIBBY CORPORATION, a
Pennsylvania Business Corporation

Counsel of Record for this Party:

TERRY L.M. BASHLINE
PA I.D. No. 30179
Terry.Bashline@LibertyMutual.com

BASHLINE & HUTTON
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222
(412) 434.0201

Firm I.D. No.: 150

JURY TRIAL DEMANDED

FILED NO CC
M) 12:50/61
FEB 25 2008 @

William A. Shaw
Prothonotary/Clerk of Courts

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.


H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

**NOTICE OF SERVICE OF DEFENDANT'S FIRST SET OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFF
ALICE JEAN P. KIZINA**

I hereby certify that Defendant's **NOTICE OF SERVICE OF DEFENDANT'S FIRST
SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO PLAINTIFF ALICE JEAN P. KAZINA** has been served
upon Plaintiff's counsel, David Mason, Esq., on this 22nd day of February, 2008

BASHLINE & HUTTON

BY: 
TERRY L. M. BASHLINE, ESQUIRE
Attorney for Defendant,
H.L. LIBBY CORP., a Pennsylvania
Business corporation

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

Plaintiff,

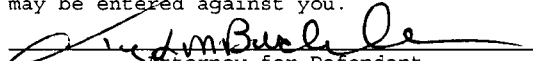
v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

TO THE WITHIN PLAINTIFF:

You are required to plead to the within NEW
MATTER AND CROSS CLAIM within twenty days from
the date of service thereof or default judgment
may be entered against you.


Attorney for Defendant
H.L. Libby Corporation

CIVIL DIVISION

No. 08-07-CD

ISSUE NO.:

ANSWER, NEW MATTER AND
CROSS CLAIM

Filed on Behalf of Defendant:
H. L. LIBBY CORPORATION

Counsel of Record for this Party:

TERRY L.M. BASHLINE
PA I.D. No. 30179
Terry.Bashline@LibertyMutual.com

BASHLINE & HUTTON
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222
(412) 434.0201

Firm I.D. No.: 150

JURY TRIAL DEMANDED

FILED

M 1:05 p.m. GK

MAR 28 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

ISSUE NO.:

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

ANSWER, NEW MATTER AND CROSS CLAIM

AND NOW, COMES the Defendant, H.L. LIBBY CORP., by its attorneys, BASHLINE & HUTTON, and TERRY L.M. BASHLINE, ESQUIRE, and states that it has a full, just, complete and legal defense to the allegations contained in the Plaintiff's Complaint, and in support thereof sets forth the following:

1. The allegations in Plaintiff's Complaint identifying Defendant as a Pennsylvania corporation with a principal place of business located at 803 Commonwealth Drive, Warrendale, Pennsylvania are admitted, although by making this response, Defendant makes no admission as to the truth of those allegations of negligence and liability contained in Plaintiff's Complaint, which allegations of negligence and liability are denied in general for the reasons set forth in Paragraph 3 of this answer.

2. As to those paragraphs of Plaintiff's Complaint which alleged in any manner that Defendant H.L. Libby Corp. is or was an entity which owned the shopping plaza which is the subject matter of this Complaint, including those allegations set forth in Paragraphs 3, 4, 6, and 9 those allegations are denied and strict proof thereof is demanded.

3. Defendant has been advised by counsel that it may make a general denial to the allegations contained in Plaintiff's Complaint and accordingly, the factual averments of Plaintiff's Complaint are generally denied pursuant to Rule 1029(e). By way of further response, it is specifically denied that this Defendant was negligent, careless and reckless in any way as described in Paragraphs 9 and its sub-parts, and Paragraph 10, 11, 15, 17, and 18 of Plaintiff's Complaint. It is further denied in general that Plaintiff sustained damages and injuries as alleged in Paragraphs 15 through 22, as a result of any actions or inactions on the part of Defendant. Further, allegations of Paragraphs 1, 2B, and 3 through 22 are denied in general and strict proof thereof is demanded at trial.

4. Defendant has been advised that it need not set forth any further answer to the allegations of the Plaintiff's Complaint, as those allegations of liability which have not been expressly admitted, have been denied in general in accordance with Rule 1029 of the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendant, H.L. LIBBY CORP., demands that judgment be entered in its favor with costs in its behalf sustained.

NEW MATTER

6. Plaintiff's Complaint fails to set forth a cause of action upon which relief can be granted.

7. Plaintiff's claims may be barred by the applicable statute of limitations.

8. Plaintiff's claims may be barred by virtue of the doctrine of assumption of the risk.

9. Plaintiff's claims may be barred or otherwise limited by virtue of Plaintiff's comparative and/or contributory negligence generally, or in the following particulars:

- a. In failing to pay attention to where she was walking or stepping;
- b. In failing to take reasonable precautions to protect herself from falling;
- c. In failing to wear shoes with proper traction under the circumstances then existing;
- d. In choosing to walk in said area under circumstances and/or conditions when plaintiff knew, or in the exercise of reasonable diligence should have known, that walking in said area under said circumstances and/or conditions may pose a risk to her safety;
- e. In otherwise acting in a negligent or imprudent manner at the time of the alleged incident.

10. In the event Plaintiff establishes at time of trial that she suffered any injuries or damages as a result of the conduct of parties other than herself, then Plaintiff's injuries or damages were caused by parties other than this Defendant, over whom this Defendant had no control or right of control.

11. In the event that it is determined that Plaintiff suffers from any injuries, then said injuries may have been caused by events and/or occurrences which took place either prior to, or subsequent to, the incident at issue in Plaintiff's Complaint.

12. Defendant H.L. Libby Corp. did not own the premises which is the subject of this lawsuit. Defendant only provided management services for the subject premises.

13. In the event that Plaintiff has sustained injury or disability as alleged in the Complaint, then in that event said condition may have been the result of pre-existing, subsequent, and/or other related medical condition, and for which this Defendant is not liable or responsible.

WHEREFORE, Defendant, H.L. LIBBY CORP., demands that judgment be entered in its favor with costs in its behalf sustained.

CROSS CLAIM PURSUANT TO RULE 1031.1

By way of further answer, Defendant, H.L. Libby Corp. sets forth this Cross-Claim directed against Jeffrey T. Coval, an individual trading as Boggs Materials & Service, and in support thereof sets forth the following:

14. In the event it is established that Plaintiff sustained injuries and damages as alleged in the Plaintiff's Complaint, then and in that event, said injuries were due to the negligence of Jeffrey T. Coval, an individual trading as Boggs Materials & Service, who is alone liable, and jointly and severally liable over to this defendant for indemnity and/or contribution.

15. In the event it is established at Trial that Plaintiff suffered injuries and damages as a result incident complained of, then and in that event, the actions and negligence of Jeffrey T. Coval, an individual trading as Boggs Materials & Service, separately and/or jointly and severally were the legal and proximate cause of the injuries and damages allegedly sustained by Plaintiffs.

16. Defendant, H.L. Libby Corp., while continuing to deny any negligence or liability on its part, states that event that Plaintiff is found entitled to recover at Trial, then in that event Jeffrey T. Coval, an individual trading as Boggs Materials & Service, is alone liable, jointly and severally liable, or in the alternative, liable over to this Defendant for indemnity and/or contribution.

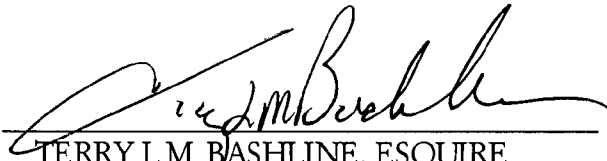
17. In the event that Plaintiffs are entitled to recover damages, which right is specifically denied, then Defendant avers that Defendant Jeffrey T. Coval, an individual trading as Boggs Materials & Service, has a duty to indemnify this Defendant, as an additional insured under his policy of insurance.

WHEREFORE, Defendant, H.L. LIBBY CORP., demands that judgment be entered in its favor and against Jeffrey T. Coval, an individual trading as Boggs Materials & Service, with costs in its behalf sustained.

JURY TRIAL DEMANDED

BASHLINE & HUTTON

BY:

A handwritten signature in black ink, appearing to read "Terry L.M. Bashline", written over a horizontal line.


TERRY L.M. BASHLINE, ESQUIRE
Attorney for Defendant H.L. Libby Corp.

Alice Jean P. Kizina v H. L. Libby Corp., et al.
08-07-CD

VERIFICATION

I, Mr. Russell Cannane, state that I am the authorized representative of H. L. Libby Corporation, a Defendant herein. I aver that the statements of fact contained in the attached ANSWER, NEW MATTER AND CROSS CLAIM are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Dated: March 19, 2008



Russell Cannane

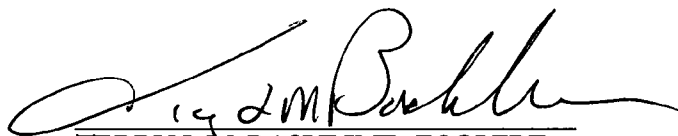
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing ANSWER, NEW MATTER AND CROSS CLAIM was served via U.S. First Class Mail, postage pre-paid, on this 26th day of March, 2008, upon the following counsel of record:

David C. Mason, Esquire
P.O. Box 28
Phillipsburg, PA 16866

(Attorney for Plaintiff)

Jeffrey T. Coval
42 Powell Street
P.O. Box 47
Hawk Run, PA 16840


TERRY L.M. BASHLINE, ESQUIRE
Attorney for Defendant H.L. Libby Corp

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103621
NO: 08-07-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: ALICE JEAN P. KIZINA

VS.

DEFENDANT: H.L. LIBBY CORP. A Pennsylvania business corporation and JEFFREY T.
COVAL, An indiv. t/a BOGGS MATERIALS & SERVICE

SHERIFF RETURN

NOW, January 08, 2008, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON H.L. LIBBY CORP..

NOW, January 17, 2008 AT 1:17 PM SERVED THE WITHIN COMPLAINT ON H.L. LIBBY CORP., DEFENDANT. THE
RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
91:5101
MAY 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103621
NO: 08-07-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: ALICE JEAN P. KIZINA

vs.

DEFENDANT: H.L. LIBBY CORP. A Pennsylvania business corporation and JEFFREY T.

COVAL, An indiv. t/a BOGGS MATERIALS & SERVICE

SHERIFF RETURN

NOW, January 11, 2008 AT 10:16 AM SERVED THE WITHIN COMPLAINT ON JEFFREY T. COVAL i/t/a BOGGS MATERIALS & SERVICE DEFENDANT AT 42 POWELL ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREA COVAL, SISTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103621
NO: 08-07-CD
SERVICES 2
COMPLAINT

PLAINTIFF: ALICE JEAN P. KIZINA

vs.

DEFENDANT: H.L. LIBBY CORP. A Pennsylvania business corporation and JEFFREY T.
COVAL, An indiv. t/a BOGGS MATERIALS & SERVICE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MASON	5432	20.00
SHERIFF HAWKINS	MASON	5432	66.36
ALLEGHENY	MASON	5433	50.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

William P Mullen
Joseph A. Rizzo

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

Acting Sheriff
STREET

436 GRANT

Acting Chief Deputy
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PLAINTIFF : Alice Jean Kizina

CASE # : 08-07-CD

EXPIRES : 2/6/2008 11:59:59 PM

DEFT : H.L. Libby Corp

- ☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☐ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION - LEVY OR GARNISHEE
☒ OTHER

GARNISHEE :

DISTRICT : District 4

ADDRESS : 803 Commonwealth Drive
Warrendale, PA 15086

MUNICIPALITY/CITY WARD: Marshall Township /

Originating County : Clearfield

ATTY Name/ADDRESS :

ATTY PHONE :

TYPE OF SERVICE :

- ☐ Personal ☒ Person In charge ☐ Deputize ☐ Mail ☐ Posted ☐ Other ☐ Seize & Stored ☐ First Class Mail ☐ Publication

Service Address Direction :

Now I, the SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of ___
County to execute this Writ and make return thereof according to law

"--Is the Sheriff instructed to take manual possession of the property? _____. If "yes" bond in the amount of \$ _____ must be posted prior to levy."

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____
MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

I hereby CERTIFY and RETURN that on the 17 day of Jan 2008 at 1:17 pm clock, AM/PM. Address Above/Address Below,
County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

- ☐ Defendant(s) personally served
☐ Adult in charge of Defendant's residence who refused to give name or relationship
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship
☐ Manager/Other person authorized to accept deliveries of U.S Mail ☒ Agent or person in charge of Defendant(s) office or usual place of business.
☐ Other _____ ☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither Receipt or envelope: writ expired _____

☐ Regular Mail Why: _____

You are hereby notified that on _____, 20____, levy was made in the case of _____
Possession/Sale has been set for _____ 20____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30-9:30 A.M.
ATTEMPTS _____ / _____ / _____ / _____

Additional Costs Due \$ _____ This is placed On Writ when returned to Prothonotary. Please check before Satisfying Case

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Alice Jean P. Kizina

VS.

DEFT.: H.L. Libby Corp.

DEFT.: _____

DEFT.: _____

GARNISHEE: _____

ADDRESS: 803 Commonwealth Drive
Warrendale, PA 15086

MUNICIPALITY OR CITY WARD: _____

ATTY: David C. Mason

DATE: _____ 20 _____

ADDRESS: 409 N. Front St

ATTY'S PHONE: 814. 342. 2240

Philipsburg PA 16804

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: January 8 20 08 I, SHERIFF OF Allegheny COUNTY, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hearby CERTIFY and RETURN that on the 17 day of Jan, 20 08, at 1:17 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/other person authorized to accept deliveries of United States Mail _____

☒ Agent or person in charge of Defendant(s) office or usual place of business.

DAWN

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me

this _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: [Signature] (DEPUTY)

DISTRICT: 4

Notary

White Copy - Sheriff

Pink Copy - Attorney

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Wm. J. P. [unclear]

VS.

DEFT.: Mc [unclear]

DEFT.: _____

DEFT.: _____

GARNISHEE: _____

ADDRESS: 100 [unclear] [unclear]

Allegheny, PA

MUNICIPALITY OR CITY WARD: _____

DATE: _____ 20 _____

ATTY'S PHONE: [unclear]

CASE#: [unclear]

EXPIRES: _____

- ☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☒ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION • LEVY OR GARNISHEE
☐ OTHER _____

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: [unclear] 20 [unclear], I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 14 day of Jan, 20 [unclear], at [unclear] o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/other person authorized to accept deliveries of United States Mail _____
☒ Agent or person in charge of Defendant(s) office or usual place of business. [unclear]
☐ Other _____
☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, levy was made in the case of _____

Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me this _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: [unclear] (DEPUTY)

DISTRICT: _____

Notary

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103621

TERM & NO. 08-07-CD

ALICE JEAN P. KIZINA

COMPLAINT

VS.

H.L. LIBBY CORP. A Pennsylvania business corporation and JEFFREY T.
COVAL, An indiv. t/a BOGGS MATERIALS & SERVICE

SERVE BY: 02/06/08

COURT DATE:

MAKE REFUND PAYABLE TO MASON LAW OFFICE

SERVE: H.L. LIBBY CORP.

ADDRESS: 803 COMMONWEALTH DRIVE, WARRENDALE, PA 15086

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 08, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Motion to Compel
Discovery

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: July 10, 2008

FILED NO CC
M10:59/64
JUL 11 2008 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
Defendants	:	

MOTION TO COMPEL DISCOVERY

AND NOW, comes Defendant Jeffrey T. Coval, t/d/b/a Boggs Materials & Service, and hereby petitions this Honorable Court to compel discovery averring as follows:

1. On February 15, 2008, Interrogatories and Request for Production of Documents was served by Defendant Jeffrey T. Coval, d/b/a Boggs Materials & Service, upon Plaintiff. A copy of the Notice of Service filed with the Office of Prothonotary is attached hereto as Exhibit "A".

2. To date Plaintiff's counsel has failed to respond to outstanding discovery requests and has failed to provide the requisite answers and documents.

3. Defendant Coval requests this Honorable Court to issue an Order compelling counsel for Plaintiffs to provide fully complete

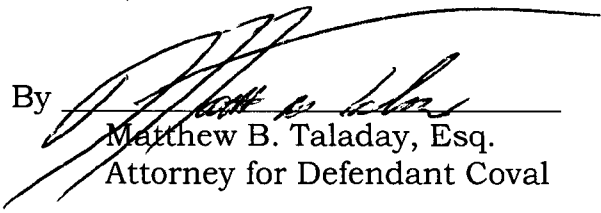
discovery responses within thirty (30) days of the date of this Order,
upon failure of which the Court may impose sanctions.

WHEREFORE, it is respectfully requested that this Motion to
Compel Discovery be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By



Matthew B. Taladay, Esq.
Attorney for Defendant Coval

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

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

No. 2008-07-CD

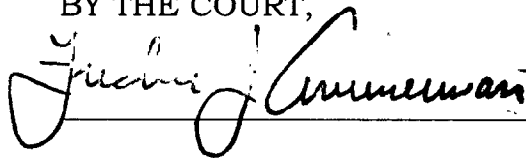
ORDER OF COURT

AND NOW, this 16th day of JULY, 2008, upon
consideration of Defendant Coval's Motion to Compel Discovery,

IT IS HEREBY ORDERED that the Motion is granted.

Plaintiffs shall forthwith produce and supply full and complete discovery
responses within thirty (30) days from the date of this Order. In the
event that Plaintiffs fail to abide by this Order, this Court may, upon
further Petition of Defendant, impose appropriate sanctions.

BY THE COURT,


J.

FILED ^{3cc}
07/11/333d Atty
JUL 16 2008 Today

William A. Shaw
Prothonotary/Clerk of Courts (62)

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

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

No. 2008-07-CD

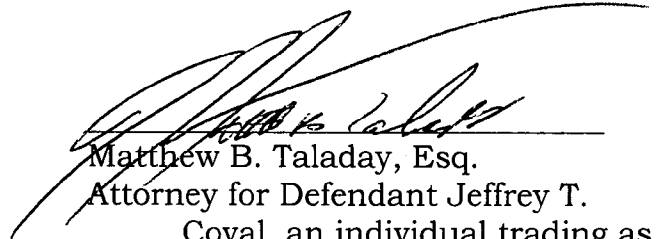
CERTIFICATE OF SERVICE

I certify that on the 10th day of July, 2008, a true and
correct copy of the foregoing Motion to Compel Discovery was sent via
first class mail, postage prepaid, to the following:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866

With a copy to:

Terry L.M. Bashline, Esq.
Attorney for H.L. Libby Corp.
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222


Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JUL 18 2008

m / 10:25/02

William A. Shaw

Prothonotary/Clerk of Courts

no C/C.

610

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Certificate of
Service

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: July 17, 2008

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
Defendants	:	

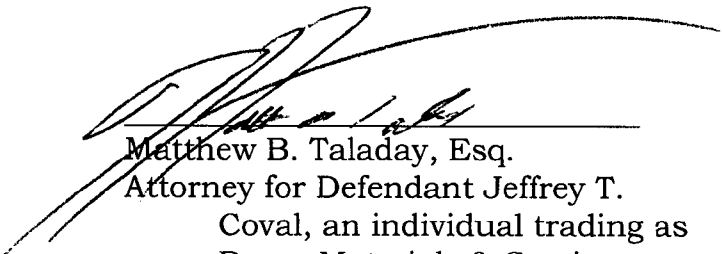
CERTIFICATE OF SERVICE

I certify that on the 17th day of July, 2008, a true and correct copy of Court Order dated July 16, 2008 was sent via first class mail, postage prepaid, to the following:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866

With a copy to:

Terry L.M. Bashline, Esq.
Attorney for H.L. Libby Corp.
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222


Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

Civil Division No. 08-07-CD

Plaintiff,

v.

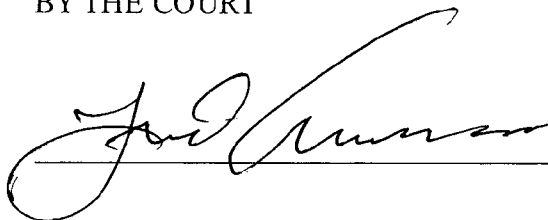
H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

ORDER OF COURT

And NOW, to wit, this 6, day of August, 2008, upon consideration of the
Defendant's Motion to Compel Discovery, it is hereby ordered that argument will be heard on the
2nd day of September, 2008 at 1:30 P.M..

BY THE COURT

 J.

FILED
AUG 07 2008
William A. Shaw
Prothonotary/Clerk of Courts
Atty Bashline
(6K)

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon consideration of Defendant, H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation's Motion to Compel, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the Motion is GRANTED, and IT IS FURTHER ORDERED that Plaintiff shall serve Answers to Interrogatories and Responses to Request for Production of Documents within ten (10) days from the date of this Order.

BY THE COURT:

_____.J.

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

ALICE JEAN P. KIZINA,

Plaintiff,

v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

CIVIL DIVISION

No. 08-07-CD

ISSUE NO.:

MOTION TO COMPEL DISCOVERY

Filed on Behalf of Defendant:
H. L. LIBBY CORPORATION, a
Pennsylvania Business Corporation

Counsel of Record for this Party:

TERRY L. BASHLINE
PA I.D. No. 30179

Law Offices of Terry L.M. Bashline
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222
(412) 434.0201

Firm I.D. No.: 150

JURY TRIAL DEMANDED

FILED NO CC
m10:14/BJ
AUG 05 2008 @

William A. Shaw
Prothonotary/Clerk of Courts

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

MOTION TO COMPEL

AND NOW, COMES, Defendant, H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation, by their attorneys, TERRY L. BASHLINE, ESQUIRE, and the Law Offices of BASHLINE & HUTTON, and presents their Motion to Compel Discovery Responses directed to Plaintiff, Alice Jean Kizina and in support thereof state as follows:

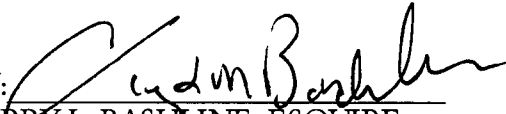
1. This actions stems from an alleged incident occurring on January 2, 2007 at the parking lot of the CVS store in Decatur Township, Clearfield County, Pennsylvania.
2. By correspondence dated February 20, 2008, counsel for H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation served upon counsel for Plaintiff a set of Interrogatories and Request for Production of Documents.
3. Plaintiff did not respond to aforementioned discovery request, and by correspondence dated March 31, 2008, counsel was requested to submit their client's discovery responses, or contact the undersigned counsel as to when discovery responses were to be expected.
4. Plaintiff's counsel has not responded to the undersigned counsel's letter of March 31, 2008.

5. The requested discovery is necessary for the proper preparation of defenses in this case.

WHEREFORE, Defendant H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation prays this Honorable Court enter the attached proposed Order providing that Plaintiff shall serve Answers to interrogatories and Responses to Request for Production of Documents within ten (10) days from the presentation of this Motion.

Respectfully submitted,

BASHLINE & HUTTON

BY: 

TERRY L. BASHLINE, ESQUIRE
Attorney for Defendant
H. L. LIBBY CORPORATION,
a Pennsylvania Business Corporation

LAW OFFICES
OF
BASHLINE & HUTTON*
SUITE 3500 ONE OLIVER PLAZA
210 SIXTH AVENUE
PITTSBURGH, PA 15222
TELEPHONE: (412) 434-0201
FAX: (412) 434-0521
*Not a partnership

TERRY L.M. BASHLINE
GERALD J. HUTTON†
MARY ANN C. ACTON**

BERNARD J. KELLY **
GREGORY ZOHORANACKY
†Also admitted in West Va.
**Also admitted in Ohio

March 31, 2008

David Mason, Esq.
P.O. Box 28
Phillipsburg, PA 16866

RE: Alice Jean P. Kizina v. H.L. Libby Corp., et al.
Docket No.: 08-07-CD
File No.: P 103-050452-01

Dear Mr. Mason:

On February 22, 2008, Interrogatories and Request for Production of Documents directed to your client were served regarding the above-captioned case. To date, a response to the discovery requests have not been received. Please respond to the discovery request within ten (10) days.

Very truly yours,

Terry L. M. Bashline
Terry.Bashline@LibertyMutual.com
TLMB/jas

"Exhibit A"

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

PLAINTIFF,

No. 08-07-CD

V.

ISSUE NO.:

H.L. LIBBY CORP., A PENNSYLVANIA
BUSINESS CORPORATION, AND JEFFREY T.
COVAL, AN INDIVIDUAL TRADING AS
BOGGS MATERIALS & SERVICE,

DEFENDANTS.

CERTIFICATION

I the undersigned, Terry L.M. Bashline, attorney for Defendant, H.L. LIBBY CORP., A PENNSYLVANIA BUSINESS CORPORATION, a Pennsylvania Business Corporation, certify that, by correspondence dated MARCH 31, 2008, an attempt was made to resolve the discovery issues set forth in the attached Motion to Compel with counsels for Plaintiff. As of the date of this certification, the attempt to resolve these issues has been unsuccessful.

Date: 8/1/08

By: 

Terry L.M. Bashline, Esquire
Attorney for Defendant,
H.L. LIBBY CORP., A PENNSYLVANIA
BUSINESS CORPORATION

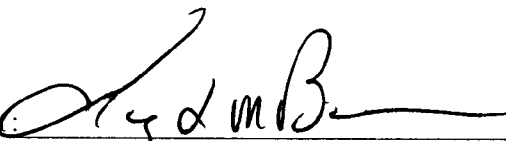
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing MOTION TO COMPEL DISCOVERY was served via U.S. First Class Mail, postage pre-paid, on this 15 day of August, 2008, upon the following counsel of record:

David C. Mason, Esq.
P.O. Box 28
Phillipsburg, PA 16866

Matthew B. Taladay, Esq.
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

LAW OFFICES OF TERRY L.M. BASHLINE

BY: 
TERRY L.M. BASHLINE, ESQUIRE
Attorney for Defendant,
H.L. Libby Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA,

Plaintiff

vs.

H. L. LIBBY CORP., a Pennsylvania
business corporation, and JEFFREY
T. COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendant

* No. 2008-07-CD

*

*

*

*

*

*

*

*

*

* TYPE OF PLEADING: Plaintiff's Answers
* to Interrogatories Propounded by
* Defendant, Jeffrey T. Coval i/t/d/b/a
* Boggs Materials & Service

*

* FILED ON BEHALF OF: Plaintiff

*

* ATTORNEY FOR PLAINTIFF

*

David C. Mason, Esquire

*

Supreme Court ID No. 39180

*

MASON LAW OFFICE

*

Moshannon Bldg., Suite 216

*

P.O. Box 28

*

Philipsburg, PA 16866

*

(814) 342-2240

FILED *no cc*
m) 10:41:01
AUG 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA,

Plaintiff

vs.

H. L. LIBBY CORP., a Pennsylvania
business corporation, and JEFFREY
T. COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendant

* No. 2008-07-CD
*
*
*
*
*
*
*
*
*

NOTICE OF SERVICE

TO: The Prothonotary of said Court:

TAKE NOTICE that on the 14th day of August, 2008, the undersigned did serve Plaintiff's Answers to Interrogatories Propounded by Defendant, Jeffrey T. Coval, i/t/d/b/a in the above captioned matter upon Defendant's attorney by mailing the same, postage pre-paid and addressed as follows:

Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Terry L. Bashline, Esquire
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222

DATE: 8-14-8

MASON LAW OFFICE

By: 
David C. Mason, Attorney for Plaintiff

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

ISSUE NO.:

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

**PRAECIPE TO MOTION TO
COMPEL DISCOVERY**

Defendants.

Filed on Behalf of Defendant:
H. L. LIBBY CORPORATION, a
Pennsylvania Business Corporation

Counsel of Record for this Party:

TERRY L. BASHLINE
PA I.D. No. 30179

Law Offices of Terry L.M. Bashline
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222
(412) 434.0201

Firm I.D. No.: 150

JURY TRIAL DEMANDED

FILED

m 12:05 p.m. GK

SEP 05 2008 No CC

William A. Shaw
Prothonotary/Clerk of Courts 

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

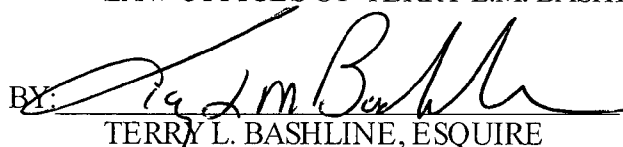
PRAECIPE TO WITHDRAW MOTION TO COMPEL

AND NOW, COMES, Defendant, H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation, by their attorneys, TERRY L. BASHLINE, ESQUIRE, and the Law Offices of BASHLINE & HUTTON, and respectfully requests that this honorable Court withdraw from the docket, its Motion to Compel Discovery Responses directed to Plaintiff, as the parties have resolved the discovery issues amicably.

Respectfully submitted,

LAW OFFICES OF TERRY L.M. BASHLINE

BY:

A handwritten signature in black ink, appearing to read "Terry L. Bashline", is written over a horizontal line.

TERRY L. BASHLINE, ESQUIRE
Attorney for Defendant
H. L. LIBBY CORPORATION


CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing PRAECIPE TO
WITHDRAW MOTION TO COMPEL DISCOVERY was served via U.S. First Class Mail,
postage pre-paid, on this 3 day of ~~August~~^{Sept.}, 2008, upon the following counsel of record:

David C. Mason, Esquire
P.O. Box 28
Phillipsburg, PA 16866

(Attorney for Plaintiff)

Jeffrey T. Coval
42 Powell Street
P.O. Box 47
Hawk Run, PA 16840

By: 
TERRY L.M. BASHLINE, ESQUIRE
Attorney for H. L. LIBBY CORPORATION

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

ALICE JEAN P. KIZINA,

CIVIL DIVISION

Plaintiff,

No. 08-07-CD

v.

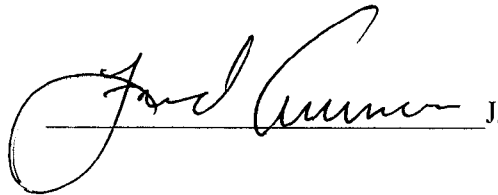
H.L. LIBBY CORP., a Pennsylvania
Business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants.

ORDER OF COURT

AND NOW, to-wit, this 8 day of September, 2008, upon consideration of Defendant, H. L. LIBBY CORPORATION, a Pennsylvania Business Corporation's Precipe to Withdraw Motion to Compel, IT IS HEREBY ORDERED the Motion to Compel is withdrawn from the docket.

BY THE COURT:


_____ J.

3cc
014:00 AM
Amy Bashline
(ER)

William A. Shaw
Prothonotary/Clerk of Courts

1-13-08
1-13-08

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/9/08

☒ You are responsible for serving all appropriate parties.
☐ The Prothonotary's office has provided service to the following parties:
☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other
☐ Defendant(s) ☐ Defendant(s) Attorney
☐ Special Instructions:

~~FILED
SEP 05 2008
William A. Shaw
Prothonotary/Clerk of Courts~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA,

Plaintiff

vs.

H. L. LIBBY CORP., a Pennsylvania
business corporation, and JEFFREY
T. COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendant

* No. 2008-07-CD

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* TYPE OF PLEADING: Plaintiff's Answers
* to Interrogatories Propounded by
* Defendant, H. L. Libby Corp.,

*

*

* FILED ON BEHALF OF: Plaintiff

*

* ATTORNEY FOR PLAINTIFF

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* ATTORNEY FOR DEFENDANT, H. L.
* LIBBY CORP.,

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Terry L. Bashline, Esquire

Pa. I.D. No. 30179

Bashline & Hutton

Suite 3500, One Oliver Plaza

210 Sixth Avenue

Pittsburgh, PA 15222

(412) 434-0201

08/08/2008
10:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
5 W C/C (610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA,

Plaintiff

vs.

H. L. LIBBY CORP., a Pennsylvania
business corporation, and JEFFREY
T. COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendant

* No. 2008-07-CD

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NOTICE OF SERVICE

TO: The Prothonotary of said Court:

TAKE NOTICE that on the 7th day of October, 2008, the undersigned did serve Plaintiff's Answers to Interrogatories Propounded by Defendant, H. L. Libby Corp., in the above captioned matter upon Defendant's attorney by mailing the same, postage pre-paid and addressed as follows:

Terry L. Bashline, Esquire
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222

DATE: 10/7/8

MASON LAW OFFICE

By: 

David G. Mason, Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Certificate of
Service

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: October 17, 2008

5
FILED *no cc*
3/10:22/01
OCT 20 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
Defendants	:	

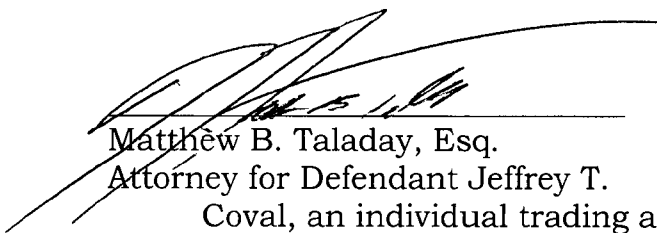
CERTIFICATE OF SERVICE

I certify that on the 17th day of October, 2008, an original Notice of Deposition, copy of which is attached hereto, was sent via first class mail, postage prepaid, to the following:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866

With a copy to:

Terry L.M. Bashline, Esq.
Attorney for H.L. Libby Corp.
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222


Matthew B. Taladay, Esq.
Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

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

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,

Defendants

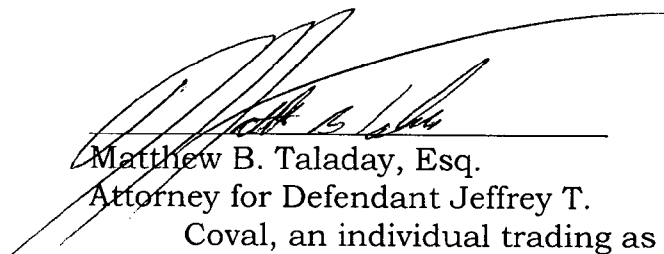
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No. 2008-07-CD

NOTICE OF DEPOSITION

TO: ALICE JEAN P. KIZINA
c/o David C. Mason, Esq.

TAKE NOTICE that your deposition by oral examination will
be taken on **Wednesday, November 5, 2008 at 2:00 p.m.** at the law
office of David C. Mason, 203 North Front Street, Philipsburg,
Pennsylvania. This deposition is being taken for the purpose of discovery
and for use at trial, pursuant to the Pennsylvania Rules of Civil
Procedure regarding Discovery.



Matthew B. Taladay, Esq.

Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service

cc: Schreiber Reporting Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

v.

H. L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants

*

* No. 08-07-CD

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* FILED ON BEHALF OF: Plaintiff

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire

* I.D. No. 39180

* Mason Law Office

* P.O. Box 28

* 200 N. Front Street, Suite 201

* Philipsburg, PA 16866

* (814) 342-2240

*

FILED^(R)

NOV 18 2008

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William A. Shaw
Notary Public/Clerk of Courts

3 Cmt to Att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

v.

H. L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants

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* No. 08-07-CD
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PRAECIPE FOR TRIAL LIST

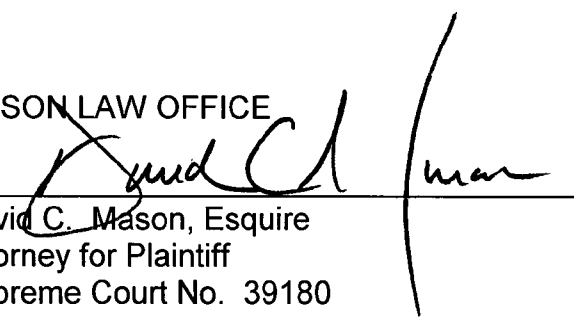
TO THE PROTHONOTARY OF SAID COURT:

Kindly list the above captioned matter on the Trial List. I certify that the pleadings are closed and there are no outstanding Discovery Motions and that all Discovery has been completed.

A copy of this Notice is, on this date, being served upon Matthew B. Taladay, Esquire and Terry L. Bashline, Esquire.

DATED: *Nov 12, 2010*

MASON LAW OFFICE



David C. Mason, Esquire
Attorney for Plaintiff
Supreme Court No. 39180

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

FILED

ALICE JEAN P. KIZINA

Plaintiff

v.

H. L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants

*
* No. 08-07-CD

6 NOV 19 2010
mlr:20/c
William A. Shaw
Prothonotary/Clerk of Courts

* TYPE OF PLEADING: Certificate of Service

* FILED ON BEHALF OF: Plaintiff

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason, Esquire
* I.D. No. 39180
* Mason Law Office
* P.O. Box 28
* 200 N. Front Street, Suite 201
* Philipsburg, PA 16866
* (814) 342-2240
*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.
CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

v.

H. L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,

Defendants

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* No. 08-07-CD
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CERTIFICATE OF SERVICE

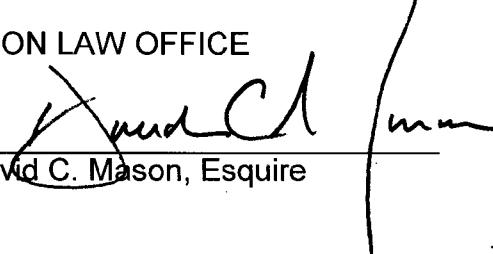
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the Praecipe for Trial List filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Matthew B. Taladay, Esquire
Hanak, Guido & Taladay
Attorneys at Law
528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

Terry L. Bashline, Esquire
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222

MASON LAW OFFICE

DATED: *Nov. 18, 2010*

BY: 
David C. Mason, Esquire

CA

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

ALICE JEAN P. KIZINA

Plaintiff

vs.

No. 2008-0007-CD

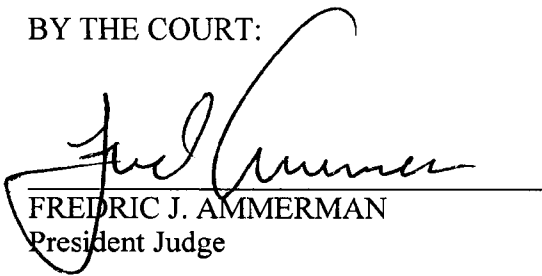
H. L. LIBBY CORP., a Pennsylvania
Business Corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE,
Defendants


ORDER

AND NOW, this 22 day of November, 2010, it is the Order of
the Court that a pre-trial conference in the above-captioned matter shall be and is
hereby scheduled for **Wednesday, January 26, 2011, at 2:30 P.M.** in Judges
Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Civil Jury Selection in this matter shall be and is hereby
scheduled for April 5, 2011 at 9:00 a.m. in Courtroom No. 1 of the Clearfield
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

5

FILED 'CC Atty's'
010-28/51
NOV 25 2010
Mason
Bashline
Taladay
William A. Shaw
Prothonotary/Clerk of Courts

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

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP, a Pennsylvania Business
Corporation, and JEFFREY T. COVAL, an
individual trading as BOGGS MATERIALS
& SERVICE,
Defendants

NO. 08-007-CD

FILED
JAN 28 2011

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

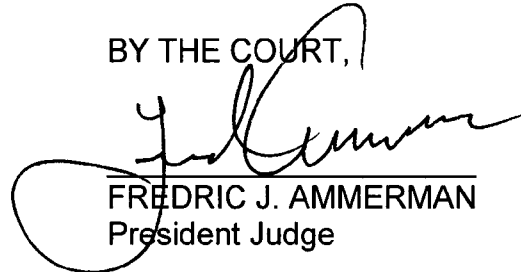
NOW, this 26th day of January, 2011, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on **July 27, 2011** commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for **July 28 and 29, 2011** commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County Courthouse.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than ten (10) days following completion of the deposition(s).
4. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
5. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of

trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

6. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

4 10:30 2011
William A. Shaw
Prothonotary/Clerk of Court
No. 211

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP., a Pennsylvania
business corporation, and
JEFFREY T. COVAL, an individual
trading as BOGGS MATERIALS &
SERVICE,
Defendants

Type of Case: Civil Action

No. 2008-07-CD

Type of Pleading:

Reply to
Crossclaim Pursuant to
Rule 1031.1

Filed on Behalf of:

Defendant Jeffrey T. Coval
an individual trading as
Boggs Materials & Service

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

(814) 371-7768

Dated: 03/23/2011

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

ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
Defendants	:	

REPLY TO CROSSCLAIM PURSUANT TO RULE 1031.1

AND NOW, comes the Defendant, Jeffrey T. Coval, trading
and doing business as Boggs Materials & Service, and hereby responds
to Crossclaim Pursuant to Rule 1031.1 as follows:

14. This paragraph constitutes a conclusion of law to
which no response is required.

15. This paragraph constitutes a conclusion of law to
which no response is required.

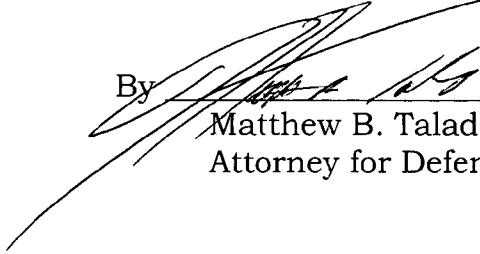
16. This paragraph constitutes a conclusion of law to
which no response is required.

17. This paragraph constitutes a conclusion of law to which no response is required.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

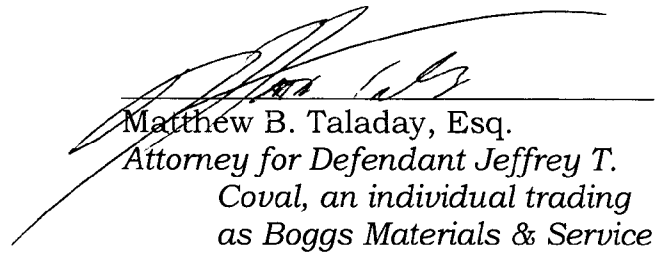


Matthew B. Taladay, Esq.
Attorney for Defendant Coval

VERIFICATION

I, MATTHEW B. TALADAY, hereby verify that the statements contained in the Defendant Coval's REPLY TO CROSSCLAIM are correct to the best of my personal knowledge or information and belief based on information provided to me, and I am authorized to make this verification on behalf of Plaintiffs because of my position as counsel of record.

Date: 03/23/2011



Matthew B. Taladay, Esq.
*Attorney for Defendant Jeffrey T.
Coval, an individual trading
as Boggs Materials & Service*

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

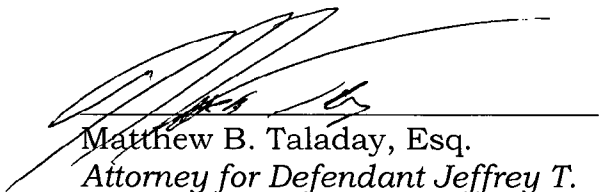
ALICE JEAN P. KIZINA,	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2008-07-CD
H.L. LIBBY CORP., a Pennsylvania	:	
business corporation, and	:	
JEFFREY T. COVAL, an individual	:	
trading as BOGGS MATERIALS &	:	
SERVICE,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I certify that on the 23rd day of March, 2011, a true and correct copy of the foregoing Reply to Crossclaim was sent via first class mail, postage prepaid, to the following:

David C. Mason, Esq.
Attorney for Plaintiff
P.O. Box 28
Philipsburg, PA 16866

Karen L. Mascio, Esq.
Attorney for H.L. Libby Corp.
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222


Matthew B. Taladay, Esq.
*Attorney for Defendant Jeffrey T.
Coval, an individual trading as
Boggs Materials & Service*

CA

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

ALICE JEAN P. KIZINA,
Plaintiff

vs.

H.L. LIBBY CORP, a Pennsylvania Business
Corporation, and JEFFREY T. COVAL, an
individual trading as BOGGS MATERIALS
& SERVICE,
Defendants

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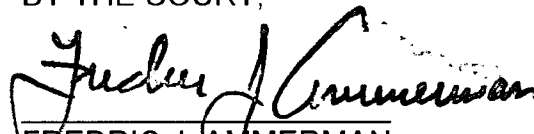
NO. 08-007-CD

ORDER

NOW, this 12th day of July, 2011, the Court being advised by Plaintiff's counsel,
David C. Mason, Esquire, that the parties have reached a settlement in the above
captioned case, it is the ORDER of this Court that Jury Selection scheduled for July 27,
2011 be and is hereby canceled and the case is removed from the trial list.

Additionally, once all settlement details of the case have been concluded, the
Plaintiff is directed to file a Praecipe to Settle/Discontinue the case with the
Prothonotary of Clearfield County.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

9/2/2011
JUL 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys: Mason
Taladay
Bashire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

vs.

H. L. LIBBY CORP, a Pennsylvania
business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendants

No. 08-07-CD

FILED
FEB 20 2012
m/10.2012
William A. Shaw
Prothonotary/Clerk of Courts

* TYPE OF ACTION: PRAECIPE TO
* SETTLE & DISCONTINUE
*

* FILED ON BEHALF OF :
* Plaintiff
* COUNSEL OF RECORD FOR THIS
* PARTY:
* David C. Mason, Esquire
* Supreme Court I.D. #39180
* Attorney at Law
* 200 N. Front St., Suite 201
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

vs.

H. L. LIBBY CORP, a Pennsylvania
business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendants

No. 08-07-CD

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PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF SAID COURT:

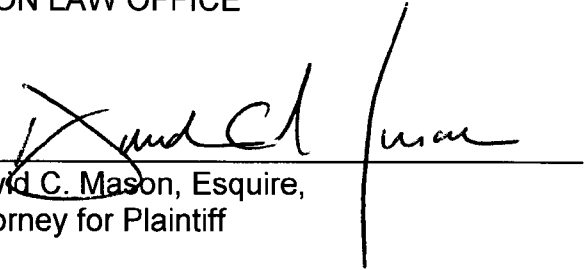
Kindly mark the above captioned matter settled and discontinued.

MASON LAW OFFICE

DATED: 2/28/12

By: _____

David C. Mason, Esquire,
Attorney for Plaintiff

A handwritten signature in black ink, appearing to read "David C. Mason", is written over a horizontal line. A long vertical line extends downwards from the right side of the signature.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ALICE JEAN P. KIZINA

Plaintiff

vs.

H. L. LIBBY CORP, a Pennsylvania
business corporation, and JEFFREY T.
COVAL, an individual trading as
BOGGS MATERIALS & SERVICE

Defendants

No. 08-07-CD

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 by depositing the same in the U.S. Mail, postage prepaid, and addressed as follows:

Matthew B. Taladay, Esquire
Hanak, Guido & Taladay
Attorneys at Law
528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

Terry L. Bashline, Esquire
Bashline & Hutton
Suite 3500 One Oliver Plaza
210 Sixth Avenue
Pittsburgh, PA 15222

DATED: 2/28/12

MASON LAW OFFICE

By: 

David C. Mason, Esquire
Attorney for Plaintiff