

08-1683-CD
Adriatic Ins. Vs Lisa M. Wills al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

Civil Division

No. 2008-1683-CD

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667

FILED pd \$95.00 Atty
m/2:10pm 1CCS.hff.
SEP - 8 2008

William A. Shaw
Prothonotary/Clerk of Courts

5-15-08 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

Dec 9, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

Plaintiff,

No.

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following papers, you must take action within twenty (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE - PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET, HARRISBURG, PA: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

Civil Division

No.

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

COMPLAINT IN CIVIL ACTION

AND NOW COMES Plaintiff, Adriatic Insurance Company, Inc. (hereinafter "Plaintiff"), by and through its undersigned counsel, FLAHERTY FARDO, LLC, and specifically Noah Paul Fardo, Esquire, and files this Complaint in Civil Action. In support thereof, Plaintiff avers the following:

PARTIES

1. Plaintiff, Adriatic Insurance Company, Inc., is a Delaware corporation with a principal address of 3501 N. Causeway Blvd, Suit 1000, Metairie, LA 70002.
2. Defendant, Lisa M. Wills a/k/a Lisa Carles (hereinafter "Defendant"), is an individual residing in the State of Pennsylvania with an address of 111 Palestine Road, Morrisdale, PA 16858.

FACTUAL BACKGROUND

3. On August 3, 2005, Defendant's husband crossed the median while driving and was involved in a head-on car accident with John Myers of Brink Transportation, Inc (hereinafter "Brink").
4. Defendant's husband passed away as a result of the accident.
5. Brink's vehicle was severely damaged as a result of the accident.

6. Brink's insurance company, Plaintiff, compensated Brink for the damage done to the vehicle.

7. On or about March 29, 2006, Plaintiff, a/s/o Brink, and Defendant entered into an Installment Agreement wherein Plaintiff released Defendant from all claims relating to the accident, and Defendant promised to make monthly payments of \$50.00 to Plaintiff until the total sum of \$37,297.00 was paid. Said Installment Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

8. Payments were to begin on January 30, 2006. (See Exhibit A.)

9. Defendant made payments totaling \$550.00 before ceasing to make payments in February of 2007.

10. Plaintiff sent Defendant a letter dated March 30, 2007, stating that it had received only one payment in the last four months and that Defendant needed to pay or Plaintiff would be forced to pursue legal action. Said letter is attached hereto as Exhibit B and is incorporated herein by reference.

11. Plaintiff sent Defendant a letter dated April 18, 2007, stating that not hearing from Defendant leaves Plaintiff little choice but to pursue legal action. Said letter is attached hereto as Exhibit C and is incorporated herein by reference.

12. Plaintiff sent Defendant a letter dated May 9, 2007, asking Defendant to have her attorney contact Plaintiff and informing Defendant that Plaintiff would proceed with legal action. Said letter is attached hereto as Exhibit D and is incorporated herein by reference.

13. Defendant has failed to make the payments she promised to make in the Installment Agreement. (See Exhibit A.)

14. At the time Defendant stopped making payments she still owed **\$36,747.00** to Plaintiff under the Installment Agreement.

15. The Installment Agreement states that if it is necessary to employ the services of an attorney to collect then Defendant will pay Plaintiff **33.3%** of the amount due and sued for, including filing fees and court costs.

16. Thirty-three percent of **\$36,747.00** is **\$12,236.75**.

17. Plaintiff will prove that Defendant owes Plaintiff monies in the amount of **\$48,983.75** ($\$36,747.00 + \$12,236.75$).

COUNT I

BREACH OF CONTRACT

18. Plaintiff incorporates all preceding paragraphs herein by reference.

19. On or about March 29, 2006, Plaintiff and Defendant entered into an Installment Agreement wherein Defendant promised to pay Plaintiff **\$37,297.00** in monthly payments of **\$50.00**.

20. As consideration for Defendant's fulfillment of her promise to pay mentioned above, Plaintiff promised to release Defendant from all claims related to the accident.

21. Defendant has failed to honor the Installment Agreement entered into with Plaintiff by failing to make the payments required by the Agreement and therefore is in breach of the Agreement. (See Exhibit A.)

22. Plaintiff has been damaged by Defendant's failure to fulfill her obligations under the Installment Agreement.

23. Plaintiff is entitled to, and has not received, \$36,747.00 under the Agreement.

24. In fact, plaintiff has paid money to its insured, for which it was to have been reimbursed under the Agreement in the total amount of \$37,297.00.

25. Additionally, Plaintiff has been forced to employ counsel and thus incur the costs of litigation.

26. Under the Agreement Plaintiff is also entitled to legal fees in the amount of \$12,236.75.

27. Defendant is entitled to damages in the amount of \$48,983.75.

WHEREFORE, Plaintiff, Adriatic Insurance Company, Inc., a/s/o Brink Transportation, Inc., demands judgment in its favor and against Defendant, Lisa M. Wills a/k/a Lisa Carles, in the minimum amounts of \$36,747.00 in compensatory damages and \$12,236.75 in legal fees, equaling a total minimum amount of \$48,983.75, and such other relief as this Honorable Court may deem appropriate, plus all costs of the action.

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:

NOAH PAUL FARDO
Attorney for Plaintiff

Date: Sept 5, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

Plaintiff,

No.

vs,

Code No.

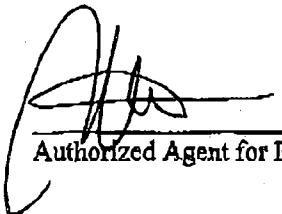
LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

VERIFICATION

I, Natalie White, authorized representative of Plaintiff, aver that the statements contained in the attached Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities.



Authorized Agent for Plaintiff

Dated: 08/29, 2008

Exhibit A

Adriatic Insurance Company
INSTALLMENT AGREEMENT

INSTALLMENT AGREEMENT

For compliance with Compulsory Insurance and/or Financial Responsibility laws
in the State of Pennsylvania

As a result of a motor vehicle accident which occurred at SR 53 1 mile north of SR 36

as party of the first, does hereby agree to effect settlement of claims for damages suffered by:
Adriatic Insurance Company of America -

hereafter known as party of the second part on the following terms: The party of the first part promises to pay to the order of the party of the second part the sum of Thirty-Seven Thousand, Two Hundred, Ninety-seven and no/100----- dollars (\$37,297.00) payable at the rate of Fifty and no/100-----.

day of Jan., 2006, and on the same day of each succeeding month thereafter until paid, attributable first to interest, and then to principal, with interest at the rate of ***** per cent per annum from date until paid.

Failure to pay any installment hereof when due, shall at the option of the holder thereof, cause the remaining unpaid installments to immediately become due and payable without notice of demand.

In case it becomes necessary to employ the services of an attorney for collection, compromise or other action, the party of the first part binds himself to pay Adriatic Insurance Company fees of the attorney who may be employed for that purpose, which fees are hereby fixed at thirty three & one third percent (33.3%), on the amount due and sued for, including filing fees and court costs.

All parties hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discount.

Upon compliance with the provisions of this agreement, the party of the second part shall deliver to the party of the first part a complete and unconditional release from all claims and causes of action he now has or hereafter may have against the party of the first part on account of vehicular damages resulting from the accident referred to.

By the execution and acceptance of this agreement the party of the first party and the party of the second part each agree that the same may be used by the Department of Public Safety, or other supervising department of said state, in the administration of its Compulsory Insurance or Financial Responsibility Law.

STATE OF Pennsylvania
COUNTY OF Clearchfield

DATED 24/10/00 , 20

PARTY OF THE FIRST PART

(NOTARY PUBLIC)

ADDRESSES

MARCH 1968

DATE OF BIRTH:

I accept the foregoing agreement and acknowledge that I will execute a release in behalf of the party of the first part upon completion of its terms.
STATE OF _____ DATED 1/16/99 2000
COUNTY OF _____

that I will execute a release in behalf of the party of the first part upon completion of its terms.
DATED 11/6/97 **20**

PARTY ON THE SECOND BAN

Address

Exhibit B

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

March 30, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/05

Dear Ms. Wills:

We have received one payment from you in the last four months and April is upon us. Please contact this office upon receipt of this letter to advise when the payment will be current and brought up to date.

In accordance with the agreement, payments need to be made in a timely fashion or we must pursue legal action as well as file for the revocation of your drivers license.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE CO.

RB/kas

Diary 04/13/07

Exhibit C

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

April 18, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please advise of your intention of honoring your commitment to forward monthly \$50.00 payments.

Failure to hear from you leaves us little choice but to file for license revocation as well as start suit to include court cost, interest and attorney fees.

Very truly yours,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

Diary 05/02/07

5/9/07

Exhibit D

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

May 9, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation, Inc. vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please have your attorney contact this office as we have filed for the revocation of your driving privileges and will file suit in court as you have failed to uphold your financial obligations in paying for the damages caused by your vehicle to our insured vehicle on the above captioned date.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

05/23/2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1683-CD

ADRIATIC INSURANCE COMPANY INC. a/s/o BRINK TRANSPORTATION, INC.

vs

LISA M. WILLS aka LISA CARLES
COMPLAINT

SERVICE # 1 OF 15

FILED

9/8/30 AM
OCT 14 2008

SERVE BY: 10/08/2008

HEARING:

PAGE: 104634

DEFENDANT: LISA M. WILLS aka LISA CARLES
ADDRESS: 111 PALESTINE ROAD
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

NO Such ADDRESS

9/29/08 AM

3 attempts

doublewide behind
stone house.

PER 911

10/3/08

10/10/08 AM

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON LISA M. WILLS aka LISA CARLES, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR LISA M. WILLS aka LISA CARLES

AT (ADDRESS) _____

NOW 10/13/08 AT 8:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LISA M. WILLS aka LISA CARLES

REASON UNABLE TO LOCATE expired

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter
Deputy Signature

S. Hunter

Print Deputy Name

SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # **105674**

DEAR LISA M. WILLS aka LISA CARLES

Would you please contact the DEPUTY AT _____ concerning legal papers we have for you

When you call, please give your name and the case # noted above (**105674**) and the deputy will make arrangements for service.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

vs.

LISA M. WILLS a/k/a LISA
CARLES,

Defendant.

Civil Division

No. 2008-1683-CD

Code No.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

SEP - 8 2008

Attest.

William J. Wills
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

Civil Division

No.

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

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You have been sued in Court. If you wish to defend against the claims set forth in the following papers, you must take action within twenty (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE - PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET, HARRISBURG, PA: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY, Civil Division
INC., a/s/o BRINK TRANSPORTATION,
INC., Plaintiff, No.
vs. Code No.
LISA M. WILLS a/k/a LISA
CARLES, **COMPLAINT IN CIVIL ACTION**
Defendant.

COMPLAINT IN CIVIL ACTION

AND NOW COMES Plaintiff, Adriatic Insurance Company, Inc. (hereinafter "Plaintiff"), by and through its undersigned counsel, FLAHERTY FARDO, LLC, and specifically Noah Paul Fardo, Esquire, and files this Complaint in Civil Action. In support thereof, Plaintiff avers the following:

PARTIES

1. Plaintiff, Adriatic Insurance Company, Inc., is a Delaware corporation with a principal address of 3501 N. Causeway Blvd, Suit 1000, Metairie, LA 70002.
2. Defendant, Lisa M. Wills a/k/a Lisa Carles (hereinafter "Defendant"), is an individual residing in the State of Pennsylvania with an address of 111 Palestine Road, Morrisdale, PA 16858.

FACTUAL BACKGROUND

3. On August 3, 2005, Defendant's husband crossed the median while driving and was involved in a head-on car accident with John Myers of Brink Transportation, Inc (hereinafter "Brink").

4. Defendant's husband passed away as a result of the accident.
5. Brink's vehicle was severely damaged as a result of the accident.

6. Brink's insurance company, Plaintiff, compensated Brink for the damage done to the vehicle.

7. On or about March 29, 2006, Plaintiff, a/s/o Brink, and Defendant entered into an Installment Agreement wherein Plaintiff released Defendant from all claims relating to the accident, and Defendant promised to make monthly payments of \$50.00 to Plaintiff until the total sum of \$37,297.00 was paid. Said Installment Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

8. Payments were to begin on January 30, 2006. (See Exhibit A.)

9. Defendant made payments totaling \$550.00 before ceasing to make payments in February of 2007.

10. Plaintiff sent Defendant a letter dated March 30, 2007, stating that it had received only one payment in the last four months and that Defendant needed to pay or Plaintiff would be forced to pursue legal action. Said letter is attached hereto as Exhibit B and is incorporated herein by reference.

11. Plaintiff sent Defendant a letter dated April 18, 2007, stating that not hearing from Defendant leaves Plaintiff little choice but to pursue legal action. Said letter is attached hereto as Exhibit C and is incorporated herein by reference.

12. Plaintiff sent Defendant a letter dated May 9, 2007, asking Defendant to have her attorney contact Plaintiff and informing Defendant that Plaintiff would proceed with legal action. Said letter is attached hereto as Exhibit D and is incorporated herein by reference.

13. Defendant has failed to make the payments she promised to make in the Installment Agreement. (See Exhibit A.)

14. At the time Defendant stopped making payments she still owed **\$36,747.00** to Plaintiff under the Installment Agreement.

15. The Installment Agreement states that if it is necessary to employ the services of an attorney to collect then Defendant will pay Plaintiff **33.3%** of the amount due and sued for, including filing fees and court costs.

16. Thirty-three percent of **\$36,747.00** is **\$12,236.75**.

17. Plaintiff will prove that Defendant owes Plaintiff monies in the amount of **\$48,983.75** ($\$36,747.00 + \$12,236.75$).

COUNT I

BREACH OF CONTRACT

18. Plaintiff incorporates all preceding paragraphs herein by reference.

19. On or about March 29, 2006, Plaintiff and Defendant entered into an Installment Agreement wherein Defendant promised to pay Plaintiff **\$37,297.00** in monthly payments of **\$50.00**.

20. As consideration for Defendant's fulfillment of her promise to pay mentioned above, Plaintiff promised to release Defendant from all claims related to the accident.

21. Defendant has failed to honor the Installment Agreement entered into with Plaintiff by failing to make the payments required by the Agreement and therefore is in breach of the Agreement. (See Exhibit A.)

22. Plaintiff has been damaged by Defendant's failure to fulfill her obligations under the Installment Agreement.

23. Plaintiff is entitled to, and has not received, \$36,747.00 under the Agreement.

24. In fact, plaintiff has paid money to its insured, for which it was to have been reimbursed under the Agreement in the total amount of \$37,297.00.

25. Additionally, Plaintiff has been forced to employ counsel and thus incur the costs of litigation.

26. Under the Agreement Plaintiff is also entitled to legal fees in the amount of \$12,236.75.

27. Defendant is entitled to damages in the amount of \$48,983.75.

WHEREFORE, Plaintiff, Adriatic Insurance Company, Inc., a/s/o Brink Transportation, Inc., demands judgment in its favor and against Defendant, Lisa M. Wills a/k/a Lisa Carles, in the minimum amounts of \$36,747.00 in compensatory damages and \$12,236.75 in legal fees, equaling a total minimum amount of \$48,983.75, and such other relief as this Honorable Court may deem appropriate, plus all costs of the action.

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:

NOAH PAUL FARDO
Attorney for Plaintiff

Date: Sept 5, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

Plaintiff,

No.

vs,

Code No.

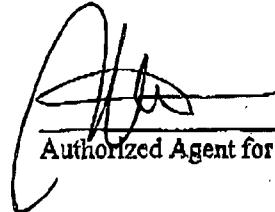
LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

VERIFICATION

I, Natalie White, authorized representative of Plaintiff, aver that the statements contained in the attached Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities.



Authorized Agent for Plaintiff

Dated: 08/29, 2008



Exhibit A

Adriatic Insurance Company
INSTALLMENT AGREEMENT

For compliance with Compulsory Insurance and/or Financial Responsibility laws
in the State of Pennsylvania

... the State of Pennsylvania . Policy Claim # CX71215-080350
As a result of a motor vehicle accident which occurred at on to a date

on Aug. 3, 20 05, the undersigned hereafter known as party of the first, does hereby agree to effect settlement of claims for damages suffered by: Adriatic Insurance Company a/c/ Birk T. .

hereafter known as party of the second part on the following terms: The party of the first part promises to pay to the order of the party of the second part the sum of Thirty-Seven Thousand, Two Hundred, Ninety-seven and no/100----- dollars (\$37,297.00) payable at the rate of Fifty and no/100-----.

day of Jan., 20 06, and on the same day of each succeeding month thereafter until paid, attributable first to interest, and then to principal, with interest at the rate of ***** per cent per annum from date until paid.

Failure to pay any installment hereof when due, shall at the option of the holder thereof, cause the remaining unpaid installments to immediately become due and payable without notice of demand.

In case it becomes necessary to employ the services of an attorney for collection, compromise or other action, the party of the first part binds himself to pay Adriatic Insurance Company fees of the attorney who may be employed for that purpose, which fees are hereby fixed at thirty three & one third percent (33.3%), on the amount due and sued for, including filing fees and court costs.

All parties hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion.

Upon compliance with the provisions of this agreement, the party of the second part shall deliver to the party of the first part a complete and unconditional release from all claims and causes of action he now has or hereafter may have against the party of the first part on account of vehicular damages resulting from the accident referred to.

By the execution and acceptance of this agreement the party of the first party and the party of the second part each agree

that the same may be used by the Department of Public Safety, or other supervising department of said state, in the administration of its Compulsory Insurance or Financial Responsibility Laws.

STATE OF Pennsylvania COUNTY OF Cambria DATED 8/29/00 20

NOTARY PUBLIC _____ - ADDRESS _____

— 1 —

ACCEP^TANCE
I accept the foregoing agreement and acknowledge that I will execute a release in behalf of the party of the first part upon completion of its terms.
STATE OF _____ DATED 1/16/99, 2000
COUNTY OF _____

PARTY OF THE SECOND PART
ADDRESS

Exhibit B

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

March 30, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/05

Dear Ms. Wills:

We have received one payment from you in the last four months and April is upon us. Please contact this office upon receipt of this letter to advise when the payment will be current and brought up to date.

In accordance with the agreement, payments need to be made in a timely fashion or we must pursue legal action as well as file for the revocation of your drivers license.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE CO.

RB/kas

Diary 04/13/07

Exhibit C

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

April 18, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please advise of your intention of honoring your commitment to forward monthly
\$50.00 payments.

Failure to hear from you leaves us little choice but to file for license revocation as well
as start suit to include court cost, interest and attorney fees.

Very truly yours,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

Diary 05/02/07

5/10/07

Exhibit D

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

May 9, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation, Inc. vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please have your attorney contact this office as we have filed for the revocation of your driving privileges and will file suit in court as you have failed to uphold your financial obligations in paying for the damages caused by your vehicle to our insured vehicle on the above captioned date.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

05/23/2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

vs.

LISA M. WILLS, a/k/a LISA CARLES,

Defendant.

Civil Division

No. 2008-1683-CD

FILED

DEC 09 2008

11:45 AM

William A. Shaw
Prothonotary/Clerk of Courts

No Court Copy
REINSTATE

PRAECIPE TO REINSTATE
COMPLAINT IN CIVIL ACTION

COMPLAINT TO

SUPER

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667
Email: npf@pghfirm.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

No. 2008-1683-CD

Plaintiff,

vs.

**PRAECIPE TO REINSTATE
COMPLAINT IN CIVIL ACTION**

LISA M. WILLS, a/k/a LISA CARLES,

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Civil Action in the above matter.

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:



NOAH PAUL FARDO

Counsel for Plaintiff

Date: November 20, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1683-CD

ADRIATIC INSURANCE COMPANY, INC. a/s/o BRINK TRANSPORTATION, INC

vs

LISA M. WILLS aka LISA CARLES

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 01/08/2009

HEARING:

PAGE: 105039

DEFENDANT: LISA M. WILLS a/k/a LISA CARLES

ADDRESS: 1111 PALESTINE ROAD
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

12-15-08 J/w
12-16-08 J/w

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON LISA M. WILLS a/k/a LISA CARLES, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR LISA M. WILLS a/k/a LISA CARLES

AT (ADDRESS) _____

NOW 12/22/08 AT 3³⁰ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LISA M. WILLS a/k/a LISA CARLES

REASON UNABLE TO LOCATE NOT FOUND

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy A. H. Hawkins
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

Civil Division

No. 2008-1683-CD

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 09 2008

FILED

SEP 8 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Dec. 9, 2008 Document
William A. Shaw Reinstated/Reissued to Sheriff/Attorney
Prothonotary/Clerk of Courtservice

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

Plaintiff,

No.

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following papers, you must take action within twenty (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE - PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET, HARRISBURG, PA: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY, Civil Division
INC., a/s/o BRINK TRANSPORTATION,
INC., Plaintiff, No.
vs. Code No.
LISA M. WILLS a/k/a LISA
CARLES, **COMPLAINT IN CIVIL ACTION**
Defendant.

COMPLAINT IN CIVIL ACTION

AND NOW COMES Plaintiff, Adriatic Insurance Company, Inc. (hereinafter "Plaintiff"), by and through its undersigned counsel, FLAHERTY FARDO, LLC, and specifically Noah Paul Fardo, Esquire, and files this Complaint in Civil Action. In support thereof, Plaintiff avers the following:

PARTIES

1. Plaintiff, Adriatic Insurance Company, Inc., is a Delaware corporation with a principal address of 3501 N. Causeway Blvd, Suit 1000, Metairie, LA 70002.
2. Defendant, Lisa M. Wills a/k/a Lisa Carles (hereinafter "Defendant"), is an individual residing in the State of Pennsylvania with an address of 111 Palestine Road, Morrisdale, PA 16858.

FACTUAL BACKGROUND

3. On August 3, 2005, Defendant's husband crossed the median while driving and was involved in a head-on car accident with John Myers of Brink Transportation, Inc (hereinafter "Brink").

4. Defendant's husband passed away as a result of the accident.
5. Brink's vehicle was severely damaged as a result of the accident.

6. Brink's insurance company, Plaintiff, compensated Brink for the damage done to the vehicle.

7. On or about March 29, 2006, Plaintiff, a/s/o Brink, and Defendant entered into an Installment Agreement wherein Plaintiff released Defendant from all claims relating to the accident, and Defendant promised to make monthly payments of \$50.00 to Plaintiff until the total sum of \$37,297.00 was paid. Said Installment Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

8. Payments were to begin on January 30, 2006. (See Exhibit A.)

9. Defendant made payments totaling \$550.00 before ceasing to make payments in February of 2007.

10. Plaintiff sent Defendant a letter dated March 30, 2007, stating that it had received only one payment in the last four months and that Defendant needed to pay or Plaintiff would be forced to pursue legal action. Said letter is attached hereto as Exhibit B and is incorporated herein by reference.

11. Plaintiff sent Defendant a letter dated April 18, 2007, stating that not hearing from Defendant leaves Plaintiff little choice but to pursue legal action. Said letter is attached hereto as Exhibit C and is incorporated herein by reference.

12. Plaintiff sent Defendant a letter dated May 9, 2007, asking Defendant to have her attorney contact Plaintiff and informing Defendant that Plaintiff would proceed with legal action. Said letter is attached hereto as Exhibit D and is incorporated herein by reference.

13. Defendant has failed to make the payments she promised to make in the Installment Agreement. (See Exhibit A.)

14. At the time Defendant stopped making payments she still owed **\$36,747.00** to Plaintiff under the Installment Agreement.

15. The Installment Agreement states that if it is necessary to employ the services of an attorney to collect then Defendant will pay Plaintiff **33.3%** of the amount due and sued for, including filing fees and court costs.

16. Thirty-three percent of **\$36,747.00** is **\$12,236.75**.

17. Plaintiff will prove that Defendant owes Plaintiff monies in the amount of **\$48,983.75** ($\$36,747.00 + \$12,236.75$).

COUNT I

BREACH OF CONTRACT

18. Plaintiff incorporates all preceding paragraphs herein by reference.

19. On or about March 29, 2006, Plaintiff and Defendant entered into an Installment Agreement wherein Defendant promised to pay Plaintiff **\$37,297.00** in monthly payments of **\$50.00**.

20. As consideration for Defendant's fulfillment of her promise to pay mentioned above, Plaintiff promised to release Defendant from all claims related to the accident.

21. Defendant has failed to honor the Installment Agreement entered into with Plaintiff by failing to make the payments required by the Agreement and therefore is in breach of the Agreement. (See Exhibit A.)

22. Plaintiff has been damaged by Defendant's failure to fulfill her obligations under the Installment Agreement.

23. Plaintiff is entitled to, and has not received, \$36,747.00 under the Agreement.

24. In fact, plaintiff has paid money to its insured, for which it was to have been reimbursed under the Agreement in the total amount of \$37,297.00.

25. Additionally, Plaintiff has been forced to employ counsel and thus incur the costs of litigation.

26. Under the Agreement Plaintiff is also entitled to legal fees in the amount of \$12,236.75.

27. Defendant is entitled to damages in the amount of \$48,983.75.

WHEREFORE, Plaintiff, Adriatic Insurance Company, Inc., a/s/o Brink Transportation, Inc., demands judgment in its favor and against Defendant, Lisa M. Wills a/k/a Lisa Carles, in the minimum amounts of \$36,747.00 in compensatory damages and \$12,236.75 in legal fees, equaling a total minimum amount of \$48,983.75, and such other relief as this Honorable Court may deem appropriate, plus all costs of the action.

Date: Sept 5, 2008

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:

NOAH PAUL FARDO
Attorney for Plaintiff

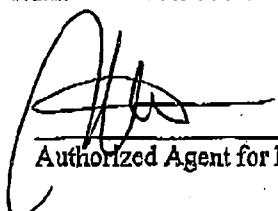
Aug. 29, 2008 3:41PM

No. 4897 P. 2

7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**ADRIATIC INSURANCE COMPANY, Civil Division
INC., a/s/o BRINK TRANSPORTATION,
INC.,****Plaintiff,****No.****vs,****Code No.****LISA M. WILLS a/k/a LISA
CARLES,****COMPLAINT IN CIVIL ACTION****Defendant.****VERIFICATION**

I, Natalie White, authorized representative of Plaintiff, aver that the statements contained in the attached Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities.



Authorized Agent for PlaintiffDated: 08/29, 2008

Exhibit A

Adriatic Insurance Company

INSTALLMENT AGREEMENT

For compliance with Compulsory Insurance and/or Financial Responsibility laws
in the State of Pennsylvania

Policy Claim # CX71215-080350

As a result of a motor vehicle accident which occurred at SR 53 1 mile north of SR 36

on Aug. 3, 20 05, the undersigned hereafter known
as party of the first, does hereby agree to effect settlement of claims for damages suffered by:

Adriatic Insurance Company a/s/o Brink Transportation

NAME

ADDRESS

LICENSE NO.

DATE OF BIRTH (if known)

hereafter known as party of the second part on the following terms: The party of the first part promises to pay
to the order of the party of the second part the sum of Thirty-Seven Thousand, Two Hundred, Ninety-
seven and no/100----- dollars (\$37,297.00) payable at the rate of Fifty and no/100-----

dollars (\$50.00) per month commencing on the 30th
day of Jan., 20 06, and on the same day of each succeeding month
thereafter until paid, attributable first to interest, and then to principal, with interest at the rate of *****
per cent per annum from date until paid.

Failure to pay any installment hereof when due, shall at the option of the holder thereof, cause the remaining unpaid
installments to immediately become due and payable without notice of demand.

In case it becomes necessary to employ the services of an attorney for collection, compromise or other action, the party
of the first part binds himself to pay Adriatic Insurance Company fees of the attorney who may be
employed for that purpose, which fees are hereby fixed at thirty three & one third percent (33.3%), on the amount
due and sued for, including filing fees and court costs.

All parties hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of
division and discussion.

Upon compliance with the provisions of this agreement, the party of the second part shall deliver to the party of the first
part a complete and unconditional release from all claims and causes of action he now has or hereafter may have against
the party of the first part on account of vehicular damages resulting from the accident referred to.

By the execution and acceptance of this agreement the party of the first party and the party of the second part each
agree

that the same may be used by the Department of Public Safety, or other supervising department of said state, in the
administration of its Compulsory Insurance or Financial Responsibility Laws.

STATE OF Pennsylvania
COUNTY OF Clearfield

DATED 8/29/05

, 20

PARTY OF THE FIRST PART

(NOTARY PUBLIC)

ADDRESS

LICENSE NO.

DATE OF BIRTH

ACCEPTANCE

I accept the foregoing agreement and acknowledge that I will execute a release in behalf of the party of the first part upon completion of its terms.

STATE OF _____
COUNTY OF _____

DATED 7/6/05

, 20

PARTY OF THE SECOND PART

(NOTARY PUBLIC)

ADDRESS

Exhibit B

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

March 30, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/05

Dear Ms. Wills:

We have received one payment from you in the last four months and April is upon us. Please contact this office upon receipt of this letter to advise when the payment will be current and brought up to date.

In accordance with the agreement, payments need to be made in a timely fashion or we must pursue legal action as well as file for the revocation of your drivers license.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE CO.

RB/kas

Diary 04/13/07

Exhibit C

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

April 18, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please advise of your intention of honoring your commitment to forward monthly
\$50.00 payments.

Failure to hear from you leaves us little choice but to file for license revocation as well
as start suit to include court cost, interest and attorney fees.

Very truly yours,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

Diary 05/02/07

5/9/07

Exhibit D

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

May 9, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation, Inc. vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please have your attorney contact this office as we have filed for the revocation of your driving privileges and will file suit in court as you have failed to uphold your financial obligations in paying for the damages caused by your vehicle to our insured vehicle on the above captioned date.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

05/23/2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104634
NO: 08-1683-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ADRIATIC INSURANCE COMPANY INC. a/s/o BRINK TRANSPORTATION, INC.

vs.

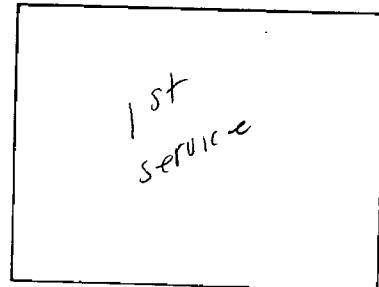
DEFENDANT: LISA M. WILLS aka LISA CARLES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FLAHERTY	12656	10.00
SHERIFF HAWKINS	FLAHERTY	12656	44.42

S FILED
JAN 12 2008
WAS
William A. Shantz
Prothonotary/Clerk of Court



Sworn to Before Me This

So Answers,

____ Day of 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105039
NO: 08-1683-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ADRIATIC INSURANCE COMPANY, INC. a/s/o BRINK TRANSPORTATION, INC
vs.
DEFENDANT: LISA M. WILLS aka LISA CARLES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FLAHERTY	12845	10.00
SHERIFF HAWKINS	FLAHERTY	12845	50.63



5
FILED
JUL 13 2009
111-27003
William A. Shaw
Prothonotary/Clerk of Court
WM

Sworn to Before Me This

So Answers,

Day of 2009



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

No. 2008-1683-CD

Plaintiff,

vs.

**PRAECLPTE TO REINSTATE
COMPLAINT IN CIVIL ACTION**

LISA M. WILLS, a/k/a LISA CARLES,

Defendant.

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667
Email: npf@pghfirm.com

5
S
FILED
MAY 15 2009
100
Att'y ad.

William A. Shaw
Prothonotary/Clerk of Courts

1 Compl. Reinstated
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

No. 2008-1683-CD

Plaintiff,

vs.

**PRAECIPE TO REINSTATE
COMPLAINT IN CIVIL ACTION**

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Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Civil Action in the above matter.

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:



NOAH PAUL FARDO

Counsel for Plaintiff

Date: May 13, 2009

FILED

MAY 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff,

vs.

LISA M. WILLS a/k/a LISA
CARLES,

Defendant.

Civil Division

No. 2008-1683-CD

Code No.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiff

Counsel of Record for this Party:

Noah Paul Fardo, Esquire
Pa. I.D. # 83848

Shawn T. Flaherty, Esquire
Pa. I.D. # 43697

FLAHERTY FARDO, LLC
Firm # 527

5541 Walnut Street
Pittsburgh, PA 15232

Telephone No.: 412-802-6666
Facsimile No.: 412-802-6667

FILED
SEP 8 2008

William A. Shaw
Prothonotary/Clerk of Courts

5/15/09 Document
Reinstated/Reissued to Sheriff's Office
for service.
William A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY,
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Civil Division

Plaintiff,

No.

vs.

Code No.

LISA M. WILLS a/k/a LISA
CARLES,

COMPLAINT IN CIVIL ACTION

Defendant.

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100 SOUTH STREET, HARRISBURG, PA: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY, Civil Division
INC., a/s/o BRINK TRANSPORTATION,
INC., Plaintiff, No.
vs. Code No.
LISA M. WILLS a/k/a LISA
CARLES, **COMPLAINT IN CIVIL ACTION**
Defendant.

COMPLAINT IN CIVIL ACTION

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PARTIES

1. Plaintiff, Adriatic Insurance Company, Inc., is a Delaware corporation with a principal address of 3501 N. Causeway Blvd, Suit 1000, Metairie, LA 70002.
2. Defendant, Lisa M. Wills a/k/a Lisa Carles (hereinafter "Defendant"), is an individual residing in the State of Pennsylvania with an address of 111 Palestine Road, Morrisdale, PA 16858.

FACTUAL BACKGROUND

3. On August 3, 2005, Defendant's husband crossed the median while driving and was involved in a head-on car accident with John Myers of Brink Transportation, Inc (hereinafter "Brink").
4. Defendant's husband passed away as a result of the accident.
5. Brink's vehicle was severely damaged as a result of the accident.

6. Brink's insurance company, Plaintiff, compensated Brink for the damage done to the vehicle.

7. On or about March 29, 2006, Plaintiff, a/s/o Brink, and Defendant entered into an Installment Agreement wherein Plaintiff released Defendant from all claims relating to the accident, and Defendant promised to make monthly payments of \$50.00 to Plaintiff until the total sum of \$37,297.00 was paid. Said Installment Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

8. Payments were to begin on January 30, 2006. (See Exhibit A.)

9. Defendant made payments totaling \$550.00 before ceasing to make payments in February of 2007.

10. Plaintiff sent Defendant a letter dated March 30, 2007, stating that it had received only one payment in the last four months and that Defendant needed to pay or Plaintiff would be forced to pursue legal action. Said letter is attached hereto as Exhibit B and is incorporated herein by reference.

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14. At the time Defendant stopped making payments she still owed \$36,747.00 to Plaintiff under the Installment Agreement.

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16. Thirty-three percent of \$36,747.00 is \$12,236.75.

17. Plaintiff will prove that Defendant owes Plaintiff monies in the amount of \$48,983.75 ($\$36,747.00 + \$12,236.75$).

COUNT I

BREACH OF CONTRACT

18. Plaintiff incorporates all preceding paragraphs herein by reference.

19. On or about March 29, 2006, Plaintiff and Defendant entered into an Installment Agreement wherein Defendant promised to pay Plaintiff \$37,297.00 in monthly payments of \$50.00.

20. As consideration for Defendant's fulfillment of her promise to pay mentioned above, Plaintiff promised to release Defendant from all claims related to the accident.

21. Defendant has failed to honor the Installment Agreement entered into with Plaintiff by failing to make the payments required by the Agreement and therefore is in breach of the Agreement. (See Exhibit A.)

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23. Plaintiff is entitled to, and has not received, \$36,747.00 under the Agreement.

24. In fact, plaintiff has paid money to its insured, for which it was to have been reimbursed under the Agreement in the total amount of \$37,297.00.

25. Additionally, Plaintiff has been forced to employ counsel and thus incur the costs of litigation.

26. Under the Agreement Plaintiff is also entitled to legal fees in the amount of \$12,236.75.

27. Defendant is entitled to damages in the amount of \$48,983.75.

WHEREFORE, Plaintiff, Adriatic Insurance Company, Inc., a/s/o Brink Transportation, Inc., demands judgment in its favor and against Defendant, Lisa M. Wills a/k/a Lisa Carles, in the minimum amounts of \$36,747.00 in compensatory damages and \$12,236.75 in legal fees, equaling a total minimum amount of \$48,983.75, and such other relief as this Honorable Court may deem appropriate, plus all costs of the action.

Respectfully Submitted,

FLAHERTY FARDO, LLC

BY:

NOAH PAUL FARDO
Attorney for Plaintiff

Date: Sept 5, 2008

Aug. 29, 2008 3:41PM

No. 4897 P. 2

7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ADRIATIC INSURANCE COMPANY, Civil Division
INC., a/s/o BRINK TRANSPORTATION,
INC.,

Plaintiff, No.

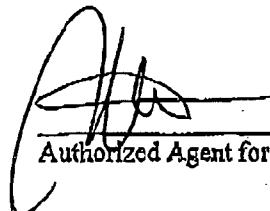
vs, Code No.

LISA M. WILLS a/k/a LISA
CARLES, COMPLAINT IN CIVIL ACTION

Defendant.

VERIFICATION

I, Natalie White, authorized representative of Plaintiff, aver that the statements contained in the attached Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities.



Authorized Agent for PlaintiffDated: 08/29, 2008

Exhibit A

Adriatic Insurance Company
INSTALMENT AGREEMENT

INSTALLMENT AGREEMENT

For compliance with Compulsory Insurance and/or Financial Responsibility laws
in the State of Pennsylvania

As a result of a motor vehicle accident which occurred at SR 53 1 mile north of SR 36

as party of the first, does hereby agree to effect settlement of claims for damages suffered by:
Adriatic Insurance Company a/s/a Brink Transportation

NAME _____ ADDRESS _____

hereafter known as party of the second part on the following terms: The party of the first part promises to pay to the order of the party of the second part the sum of Thirty-Seven Thousand, Two Hundred, Ninety-seven and no/100----- dollars (\$37,297.00) payable at the rate of Fifty and no/100----- dollars (\$50.00) per month commencing on the 30th day of Jan., 20 06, and on the same day of each succeeding month thereafter until paid, attributable first to interest, and then to principal, with interest at the rate of ***** per cent per annum from date until paid.

Failure to pay any installment hereof when due, shall at the option of the holder thereof, cause the remaining unpaid installments to immediately become due and payable without notice of demand.

In case it becomes necessary to employ the services of an attorney for collection, compromise or other action, the party of the first part binds himself to pay Adriatic Insurance Company fees of the attorney who may be employed for that purpose, which fees are hereby fixed at thirty three & one third percent (33.3%), on the amount due and sued for, including filing fees and court costs.

All parties hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion.

Upon compliance with the provisions of this agreement, the party of the second part shall deliver to the party of the first part a complete and unconditional release from all claims and causes of action he now has or hereafter may have against the party of the first part on account of vehicular damages resulting from the accident referred to.

By the execution and acceptance of this agreement the party of the first party and the party of the second part each agree

that the same may be used by the Department of Public Safety, or other supervising department of said state, in the administration of its Compulsory Insurance or Financial Responsibility Laws.

STATE OF Pennsylvania COUNTY OF Cleaveland DATED 3/29/00 , 20
PARTY OF THE FIRST PART

STATE OF Pennsylvania COUNTY OF Clearfield DATED 8/29/00 , 20

PARTY OF THE FIRST PART
(NOTARY PUBLIC) D - ADDRESS

Xena M. Wells

ACCEPTANCE
I accept the foregoing agreement and acknowledge that I will execute a release in behalf of the party of the first part upon completion of its terms.
STATE OF _____ DATED _____

(NOTARY PUBLIC) ADDRESS

Exhibit B

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

March 30, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/05

Dear Ms. Wills:

We have received one payment from you in the last four months and April is upon us. Please contact this office upon receipt of this letter to advise when the payment will be current and brought up to date.

In accordance with the agreement, payments need to be made in a timely fashion or we must pursue legal action as well as file for the revocation of your drivers license.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE CO.

RB/kas

Diary 04/13/07

Exhibit C

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

April 18, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please advise of your intention of honoring your commitment to forward monthly \$50.00 payments.

Failure to hear from you leaves us little choice but to file for license revocation as well as start suit to include court cost, interest and attorney fees.

Very truly yours,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

Diary 05/02/07

5/9/07

Exhibit D

Adriatic Insurance Company

3501 N. CAUSEWAY BLVD., SUITE 1000
METAIRIE, LOUISIANA 70002

(504) 838-8100
Fax (504) 832-0605

May 9, 2007

Lisa M. Wills
111 Palestine Road
Morrisdale, PA 16858

Re: Brink Transportation, Inc. vs. Lisa M. Wills
Our Claim #: CX71215-080350
Date of Loss: 08/03/2005

Dear Ms. Wills:

Please have your attorney contact this office as we have filed for the revocation of your driving privileges and will file suit in court as you have failed to uphold your financial obligations in paying for the damages caused by your vehicle to our insured vehicle on the above captioned date.

Sincerely,

Ralph Bogart
ADRIATIC INSURANCE COMPANY

RB/kas

05/23/2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105674
NO: 08-1683-CD
SERVICES 1

COMPLAINT

PLAINTIFF: ADRIATIC INSURANCE COMPANY INC. a/s/o BRINK TRANSPORTATION, INC.
vs.
DEFENDANT: LISA M. WILLS a/k/a LISA CARLES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FLAHERTY	13312	10.00
SHERIFF HAWKINS	FLAHERTY	13312	19.74

5
FILED
018149101
JUL 30 2009
IS

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

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

ADRIATIC INSURANCE COMPANY, INC.,	*	NO. 2008-1683-CD
BRINK TRANSPORTATION, INC.,	*	
Plaintiffs	*	
vs.	*	
LISA M. WILLIS	*	
Defendant	*	

ORDER

NOW, this 26th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over three years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED *No. 2*
01917cm
2 JUN 28 2013
S William A. Shaw *60*
Prothonotary/Clerk of Courts