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Attorney I.D. # 69179

ATTORNEY FOR PLAINTIFF,
The Cincinnati Insurance Company

THE CINCINNATI INSURANCE CO.
6120 Gilmore Road
Fairfield, OH 45014-5141

Plaintiff

v.

ARTHUR LARSEN, JR.
1002 Marietta Ave.
Lancaster, PA 17603-3155

Defendant

IN THE COURT OF COMMON PLEAS
LANCASTER COUNTY, PENNSYLVANIA

NO. CI-04-02155

CIVIL ACTION - LAW

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 is 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 with only such further notice to you as may be required by law for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money, property, or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, OR 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
Office of Court Administrator
50 North Duke Street
P.O. Box 3480
Lancaster, PA 17603
Telephone Number (717) 299-8041

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NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SU PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator
Office of Court Administration
50 North Duke Street
PO Box 3480
Lancaster, PA 17603-1881
Telephone Number (717) 299-8041

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COMPLAINT

AND NOW, comes the Plaintiff, The Cincinnati Insurance Company, by and through its attorney, Donald M. Dessey, Esquire and files this Complaint by averring as follows:

1. Plaintiff, The Cincinnati Insurance Company (hereinafter "Plaintiff CIC"), is a corporation licensed to sell insurance within the Commonwealth of Pennsylvania with a principle place of business address of P.O. Box 145496, Cincinnati, Ohio 45250-5496 and regularly conducts business in Lancaster County, Pennsylvania. At all times pertinent hereto, Plaintiff CIC had issued a policy of insurance covering the losses incurred by Clipper Magazine, Inc., as a result of the incident which is the subject of this lawsuit.
2. Defendant, Arthur Larsen, Jr. (hereinafter "Defendant Larsen"), is an adult individual residing at 1002 Marietta Ave., Lancaster, PA 17603-3155.

3. Defendant Larsen was employed by Clipper Magazine, Inc. as Systems Director from 1993 to August of 2002, with responsibilities including but not limited to purchasing computer equipment, materials, service contracts and supplies.
4. During the course of his employment with Clipper Magazine, Defendant Larsen established and/or incorporated an entity known as "Century Twenty Enterprises" with the Pennsylvania Department of State, describing the company as "computer technology services" (see Certificate of Incorporation attached hereto as "Exhibit A").
5. "Century Twenty Enterprises" was not a legitimate business, but instead was established as a "phantom" company to facilitate fraudulent activities on the part of Defendant Larsen.
6. During his employment with Clipper Magazine, Inc., Defendant Larsen would purchase computer equipment with his own finances, then sell the same equipment from "Century Twenty Enterprises" to Clipper Magazine, Inc. at highly inflated prices.
7. During his employment with Clipper Magazine, Inc., Defendant Larsen would also sell from "Century Twenty Enterprises" to Clipper Magazine, Inc. computer equipment and service contracts which were never delivered or provided to Clipper Magazine, Inc.
8. During his employment with Clipper Magazine, Inc., Defendant Larsen would also acquire corporate equipment, e.g. computers and other related items, for his own personal use.
9. As a result of inflated prices from the fraudulent sale of equipment, the sale of equipment and services that were never provided, and the confiscation of computers

and related items, Clipper Magazine, Inc. suffered a loss in the amount of \$157,314.77 from Defendant's fraudulent activities.

10. On or about August 26, 2002, Defendant Larsen provided a written statement whereby he explained and confessed to the fraudulent activity that resulted in the loss to Clipper Magazine, Inc (attached hereto and marked "Exhibit B").
11. Pursuant to a general liability policy of insurance issued by Plaintiff CIC to Clipper Magazine, Inc., Plaintiff CIC issued payment for the above described loss to Clipper Magazine, Inc. in the amount of \$100,000.00, the policy limits, and Plaintiff CIC thereby asserts a claim against Defendant in the total amount of \$100,000.00 in this action.


COUNT I - FRAUD

12. Plaintiff hereby adopts and incorporates by reference the allegations as set forth in Paragraphs 1 through 11 as if fully rewritten herein.
13. Defendant Larsen's intention in establishing a "phantom" company was to defraud Clipper Magazine, Inc.
14. Defendant Larsen's false representations were of such character that Clipper Magazine, Inc. had the right to rely upon them and did actually rely upon them.
15. Actual damages resulted to Clipper Magazine, Inc. and Plaintiff CIC because of Clipper Magazine, Inc.'s reliance upon the material and false misrepresentations of Defendant Larsen.

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WHEREFORE, Plaintiff demands judgment against Defendant, Arthur Larsen, Jr., for damages in the amount of \$100,00.00, as well as costs, interest and any other relief that this court deems appropriate.

Date: March 4, 2004


By: 
Donald M. Desseyn, Esquire
Attorney for Plaintiff

VERIFICATION

04-02155

I, Donald M. Desseyn, Esquire, counsel for The Cincinnati Insurance Co., Plaintiff herein, verify that I am authorized to execute this verification and verify that the facts set forth in the Complaint are true and correct to the best of my knowledge, information, and belief based upon a review of the pleadings and the investigation file. This Verification is being made pursuant to Pa.R.C.P. 1024(e) as the party is outside the jurisdiction of this Court and a Verification cannot be obtained within the time allowed for filing of this pleading. Moreover, the undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

Date: 03/04/04

Name: 
Donald M. Desseyn, Esquire
Attorney for Plaintiff,
The Cincinnati Insurance Co.

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Corporations

Department of State



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(Use Last Name, First Name for business names which consist of a person's first and last name (i.e., Smith, John Inc.))

Basic Entity Information

FICTITIOUS NAME

ENTITY NO:	2971804	TYPE:	FICTITIOUS NAME	CONSENT:
FILED DATE:	11-7-2000			
CURRENT NAME:	CENTURY TWENTY ENTERPRISES			
ORIGINAL NAME:	CENTURY TWENTY ENTERPRISES			
ADDRESS:	1002 MARIETTA AVE			
CITY:	LANCASTER	STATE:	PA	ZIP:
COUNTY:	Lancaster	CNTRY /JURIS:	PA	
PURP/DESC/CMNT:	COMPUTER TECHNOLOGY SERVICES			
LTD AUTH:	N			

[Instrument History](#) | [Fictitious Name Owners](#) |

Pennsylvania Department of State
206 North Office Building, Harrisburg, PA 17120
Phone - (717) 787-1057

04-02155

August 26, 2002

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I am writing this of my own free will to describe my actions and admit my responsibility. I understand that based on this description I am in violation of my severance agreement and that it is null and void. For the past nine years I was employed by Clipper Magazine as Systems Director with responsibility for purchasing of computer equipment and supplies. While I had complete control of this equipment I purchased and removed from Clipper computer and related items for my own personal use and consistently lied about its purpose and whereabouts. My greed and mismanagement of my personal finances further led me to establish the Century Twenty Enterprises computer supplies company so that I could sell to Clipper, doing the purchasing myself, computer items at inflated prices and making a profit. Once this company was in place I turned to it more and more as a source of funds to satisfy my greed and the debts I repeatedly created for myself. Sometimes I marked up the

items purchased by Clipper 100%. It then ^{DA-0215.} occurred to me that I could also sell items to Clipper, get paid, and never deliver those items in some cases. This included extras and unnecessary equipment as well as 'service contracts' that I was in no position to deliver on. I do not have accurate records available at the moment but from my best recollection there were tens of thousands of dollars involved. As a result of my actions, I have broken laws, abused trusts, and destroyed long standing relationships. I am sorry.

- *Am Sun*

From the records provided by Clipper at this time my best estimate of the total dollars I received from Clipper in exchange for no equipment or over-inflated prices is \$157,314.77

Am Sun