

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In RE:)	CASE NO. 04-27848 MBM
)	
ACR MANAGEMENT, L.L.C., et al.)	Chapter 11
)	
DEBTOR)	(Jointly Administered)
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ANTHONY CRANE RENTAL, LP,)	Case No. 04-27857 MBM
d/b/a MAXIM CRANE WORKS,)	
)	Chapter 11
Debtor)	
)	(jointly Administered with ACR
)	MANAGEMENT, L.L.C., at Case
)	No. 04-27848 MBM)
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CARLISLE EQUIPMENT GROUP, LP)	Case No. 04-27859 MBM
)	
Debtor)	Chapter 11
)	
)	(jointly Administered with ACR
)	MANAGEMENT, L.L.C., at Case
)	No. 04-27848 MBM)
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ROBERT EARL CASKEY)	
)	
)	
Movant)	
)	Document No. _____
v.)	
)	
THE BANKRUPTCY ESTATE OF)	
ANTHONY CRANE RENTAL L.P.,)	
d/b/a MAXIM CRANE RENTAL and)	
ANTHONY CRANE RENTAL, L.P.,)	
d/b/a MAXIM CRANE WORKS,)	
DEBTOR-IN-POSSESSION)	
)	
Respondent)	

**MOTION FOR RELIEF FROM AUTOMATIC STAY TO CONTINUE WITH
LITIGATION COMMENCED BY ROBERT EARL CASKEY AGAINST THE**

**DEBTORS FOR ALLEGED PERSONAL INJURIES AND FOR CONTINUING
LITIGATION OF ALL CROSSCLAIMS AND COUNTERCLAIMS, AS THE
CASE MAY BE, WITH ALL RECOVERY AS TO ALL CLAIMS AND
CROSSCLAIMS AGAINST THE DEBTORS TO BE LIMITED TO AVAILABLE
INSURANCE COVERAGE AND NOT FROM THE ASSETS OF THE
BANKRUPTCY ESTATE**

COMES NOW, the Movant, Robert Earl Caskey (“Caskey”), by and through his counsel, Clayton S. Morrow, Esq. and the law firm of Morrow & Morrow, P.C., and files the within Motion For Relief From Automatic Stay To Continue With Litigation Commenced By Robert Earl Caskey Against The Debtors For Alleged Personal Injuries And For Continuing Litigation Of All Crossclaims And Counterclaims, As The Case May Be, With All Recovery As To All Claims and Crossclaims Against The Debtors To Be Limited To Available Insurance Coverage And Not From The Assets Of The Bankruptcy Estate and *in support thereof represents as follows:*

1. The debtor, Anthony Crane Rental, L.P., d/b/a Maxim Crane Works (“Maxim”) commenced the within case by filing a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the U.S. Code, 11 U.S.C. Section 101, et seq, with the United States Bankruptcy Court For The Western District Of Pennsylvania on the June 14, 2004.
2. This proceeding is a “core” proceeding over which this Court has jurisdiction pursuant to 28 U.S.C. Sections 157 and 1334.
3. The Debtor has been and remains a Debtor-In-Possession, with all of the powers, duties, and obligations as provided in 11 U.S.C. Section 1107.
4. The Respondent, Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, is a limited partnership with a mailing address of 800 Waterfront Drive,

Pittsburgh, Pa., 15222, with notice to counsel, David B. Salzman, Esquire, Campbell & Levine, LLC, 1700 Grant Bldg., Pittsburgh, Pa., 15219.

5. The Respondent, Carlisle Equipment Group, LP, is a limited partnership with a mailing address of 800 Waterfront Drive, Pittsburgh, Pa., 15222, with notice to counsel, David B. Salzman, Esquire, Campbell & Levine, LLC, 1700 Grant Bldg., Pittsburgh, PA, 15219.
6. The Court, by Order dated June 16, 2004, directed that the Debtor's case, docketed to Bkcty. No. 04- 27857 MBM and Case No. 04-27859 MBM, be Jointly Administered with a number of other related cases, including but not limited to ACR Management, L.L.C., which case is docketed to Bkcty. 04- 27848 MBM, and that all pleadings in the cases to be jointly administered be filed in Bkcty. 04- 27848 MBM. Therefore, the within Motion seeking Relief From The Automatic Stay against the Debtor and the Estate is filed in the case of ACR Management, L.L.C..
7. Movant, Robert Earl Caskey, is an adult individual, *sui juris*, with an address, for purposes of this proceeding, of c/o Clayton S. Morrow, Esq., Morrow & Morrow, P.C., 304 Ross Street, 7th Floor, Pittsburgh, PA 15219.
8. At the time of the above bankruptcy filing on June 16, 2004, litigation was pending in a personal injury case commenced by the alleged injured party and movant herein, Robert Earl Caskey, in the 9th Judicial Circuit in and for Orange County, Florida, Case No.: 03-CA-5816, Division: 33, captioned *Robert Earl Caskey vs. Anthony Crane Rental, L.P., a foreign*

corporation, and Carlisle Equipment Group, L.P., a foreign corporation, jointly d/b/a Maxim Crane Works (hereinafter the “Litigation”).

9. It is alleged in the Litigation that on March 26, 2001, Robert Earl Caskey, while within the scope of his employment with Baker Concrete, was injured by a crane operator. During that process, he alleges that he suffered certain personal injuries that required medical care and he had a wage loss.
10. Defendants Anthony Crane Rental, LP, d/b/a Maxim Crane Works and Carlisle Equipment Group, LP were alleged to have been owners of the crane, as well as, through their employees, supervisors of the work being performed on the day of the accident.
11. It is believed, and therefore averred, that Baker Concrete (hereinafter “Baker”) was obligated to and did agree to indemnify Debtors from, inter alia, any and all claims of any kind or nature asserted by any persons arising, directly or indirectly, out of acts or omissions asserted to be within the scope of its indemnification clause contained in the lease.
12. It is believed, and therefore averred, that Baker’s insurance carrier, Zurich American, policy number GLO3439202200, has policy coverage of \$2M per occurrence and \$4M aggregate of coverage, has been providing coverage for the Litigation.
13. Robert Earl Caskey seeks an Order from this Court lifting the automatic stay to allow the Litigation to continue as to all claims with the stipulation that the recovery by Robert Earl Caskey against the Debtors shall be

limited solely to the above disclosed insurance policies, or any other insurance policies discovered, and not from the assets of the Bankruptcy Estate.

14. At the time of the filing of the bankruptcy petition, the Litigation was proceeding through discovery, and is currently delayed on account of the within bankruptcy petition.
15. The filing of the bankruptcy stayed all further proceedings in the Litigation pursuant to 11 U.S.C. §362(a).
16. Cause for the granting of relief from the automatic stay exists to Movant for the following reasons:
 - (a) The granting of relief from stay will not prejudice the Debtor or its opportunity for reorganization since the Litigation is being defended by an insurance company who has retained competent defense counsel, and top management (believed to be involved in the formulation of the plan of reorganization) will not be required to devote significant time or efforts to the Litigation, which will primarily involve representatives of the Debtors who were on site and their immediate supervisors;
 - (b) The Litigation is a negligence tort action in which a jury trial will be held, the Bankruptcy Court lacks jurisdiction to hear the case;
 - (c) The Litigation does not involve bankruptcy issues and will not affect the progress of the debtor's reorganization;
 - (d) The incident occurred in Orlando, Florida, the majority of the witnesses in the Litigation are from Orlando, Florida area and the majority of the counsel who have investigated and who are preparing the case for trial are from Orlando, Florida, making it inconvenient to conduct the trial of the case in a Court other than in Orange County, Florida.
 - (e) Given the actions of the Debtor and its servants, agents, and/or employees as regards the events culminating in Robert Earl Caskey's injuries, it is likely that Robert Earl Caskey will prevail in his claims against the Defendants therein

WHEREFORE, Movant, Robert Earl Caskey, does pray this Court to grant relief from the automatic stay imposed by 11 U.S.C. §362 and allow all parties to continue with the Litigation, including but not limited to, the claims asserted by Movant against the Debtors, as well as any and all other claims by other parties in the Litigation, including those against the Debtors, which have been asserted in the Litigation filed at Case No.: 03-CA-5816, Division: 33 in the 9th Judicial Circuit in and for Orange County, Florida, and any and all appeals that may result in said Litigation, on the condition that as against the Debtors, all recovery on all claims and crossclaims, if any, should be limited to available insurance coverage, reserving all rights to the parties to litigate the existing coverage and the obligations of various insurers thereunder, and that no party will seek recovery from Estate assets directly, other than applicable insurance coverage.

Respectfully Submitted,

MORROW & MORROW, PC

By: /s/ Clayton S. Morrow
Clayton S. Morrow, Esquire
PA I.D. No. 53521
Attorneys for Movant
Robert Earl Caskey

304 Ross Street, 7th Floor
Pittsburgh, PA 15219
(412) 281-1250