

00-446-CD
JOANNE M. BRUBAKER et al -vs- AIMEE LEIGH SHAFER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

-VS-

AIMEE LEIGH SHAFER, Defendant

C O M P L A I N T

FILED

APR 14 2000

WILLIAM A. SHAW

Prothonotary

One O'Clock to Hill

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
Plaintiffs

vs.

AIMEE LEIGH SHAFFER,
Defendant

No. 00-446 -CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on behalf of:
Plaintiffs

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

APR 14 2000

William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and	:		
LARRY W. BRUBAKER, Plaintiffs	:	No. 00-	-CD
	:		
-vs-	:		
	:		
AIMEE LEIGH SHAFFER, Defendant	:		

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00- -CD
: :
-vs- :
: :
AIMEE LEIGH SHAFFER, Defendant :

COMPLAINT

NOW COME, Plaintiffs, JOANNE M. BRUBAKER and LARRY W. BRUBAKER, by and through their attorneys, Gates & Seaman, and Laurance B. Seaman, Esquire, and set forth the following:

1. Plaintiffs, Joanne M. Brubaker and Larry W. Brubaker, are individuals, residing at Lincoln Street, Temple Heights, Curwensville, Clearfield County, Pennsylvania 16833, and at all times relevant hereto were husband and wife.
2. Defendant, Aimee Leigh Shaffer, is an individual, residing at or who, at the time of the accident described herein resided at, 621 Bigler Avenue, Clearfield, Clearfield County, Pennsylvania 16830.
3. On or about February 15, 1999, Plaintiffs were the owners of a 1998 Subaru Legacy which was involved in the accident described herein.
4. On the aforesaid date, Defendant was the operator of a 1995 Plymouth Neon owned by her parents, Debra J. and Emory Shaffer, which was involved in the accident described herein.
5. On the aforesaid date, at approximately 5:44 p.m., Plaintiff, Joanne M. Brubaker, was operating said 1998 Subaru in an easterly direction on Nichols Street in Clearfield Borough,

Clearfield County, Pennsylvania, when Defendant, while operating said 1995 Plymouth in a southerly direction on Williams Street, failed to stop for a lawfully posted stop sign controlling her direction of travel and proceed through the intersection with Nichols Street into the path of the vehicle operated by Plaintiff, Joanne M. Brubaker.

6. At the time of the accident herein described, Plaintiff, Joanne M. Brubaker, observed the vehicle being operated by Defendant and noticed that it was failing to stop at the stop sign and so Plaintiff, Joanne M. Brubaker, applied her brakes but was unable to avoid the collision with the vehicle operated by Defendant as it crossed in front of her.

7. At the time of the accident herein described, Plaintiff, Joanne M. Brubaker, was lawfully operating her vehicle.

8. The accident was directly and proximately caused by the negligence, recklessness and carelessness of Defendant, which consisted, among other things, of the following:

a. operating said motor vehicle in a careless, reckless and negligent manner;

b. operating said motor vehicle at an excessive rate of speed under the circumstances;

c. operating said motor vehicle with no warning of approach or intended direction;

d. not having said motor vehicle under the proper control

so as to be able to stop said vehicle within the assured clear distance ahead;

e. operating said motor vehicle without due regard to the rights, safety and position of the Plaintiff, Joanne M.

Brubaker;

f. failing to have said motor vehicle under the proper control so as to be able to prevent said vehicle from running through said stop sign into the path of the vehicle operated by Plaintiff, Joanne M. Brubaker;

g. failing to keep a proper lookout;

h. failing to use due care under the circumstances;

i. failing to notice the motor vehicle of Plaintiff, Joanne M. Brubaker;

j. upon noticing the motor vehicle of the Plaintiff, Joanne M. Brubaker, failing to yield the right-of-way to the vehicle operated by Plaintiff, Joanne M. Brubaker;

k. failing to obey the posted stop sign and properly stop before proceeding into the intersection directly into the path of the vehicle operated by Plaintiff, Joanne M. Brubaker;

l. failing take evasive action in order to avoid the impact with the vehicle operated by Plaintiff, Joanne M.

Brubaker;

m. failing to apply her brakes in sufficient time to avoid causing the collision with the vehicle operated by Plaintiff, Joanne M. Brubaker;

n. operating said motor vehicle in disregard of the rules of the road, the ordinances of Clearfield Borough and the laws of the Commonwealth of Pennsylvania.

9. At all times material hereto, Plaintiff, Joanne M. Brubaker, acted with due care and was not contributorily nor comparatively negligent.

COUNT I
PLAINTIFF, JOANNE M. BRUBAKER, v.
DEFENDANT, AIMEE LEIGH SHAFFER

10. Plaintiff, Joanne M. Brubaker, incorporates herein by reference Paragraphs 1 through 9 of this Complaint.

11. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, sustained severe injuries and aggravated pre-existing injuries, some or all of which may be permanent, including, but not limited to, injuries to her neck, back, left leg and left foot.

12. As a result of the Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, has suffered, and will continue to suffer, great bodily pain and suffering, as well as mental anxiety, depression and nervousness, to her great detriment and loss.

13. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, has sustained serious and permanent injury, for the treatment of which she has incurred medical bills and expenses in excess of \$2,700.00 and will probably incur additional medical bills and

expenses for treatment in the future.

14. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, has suffered a loss of earnings and/or earning capacity.

15. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, has suffered an interruption of her daily habits and pursuits to her great and permanent detriment and loss.

16. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Joanne M. Brubaker, has been unable to attend to her normal household work, some of which has been performed by family members and some of which has been done by persons she has had to pay to perform the same.

WHEREFORE, Plaintiff, Joanne M. Brubaker, demands judgment against Defendant, Aimee Leigh Shaffer, in an amount in excess of \$25,000.00, plus costs and interest.

COUNT II
PLAINTIFF, LARRY W. BRUBAKER, v.
DEFENDANT, AIMEE LEIGH SHAFFER

17. Plaintiff, Larry W. Brubaker, incorporates herein by reference Paragraphs 1 through 16 of this Complaint.

18. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Larry W. Brubaker, has been deprived of the society, companionship, contributions and consortium of his wife, Plaintiff, Joanne M. Brubaker, to his great detriment and loss.

19. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Larry W. Brubaker, has incurred and will in the future incur large medical bills and expenses to treat his wife's injuries.

20. As a result of Defendant's carelessness, recklessness and negligence, Plaintiff, Larry W. Brubaker, has suffered a disruption in his daily habits and pursuits and a loss of enjoyment of life.

WHEREFORE, Plaintiff, Larry W. Brubaker, demands judgment against Defendant, Aimee Leigh Shaffer, in an amount in excess of \$25,000.00, plus costs.

GATES & SEAMAN

By:



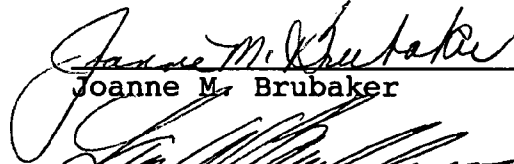
Laurance B. Seaman, Esquire
Attorney for Plaintiffs,
Joanne M. Brubaker and
Larry W. Brubaker

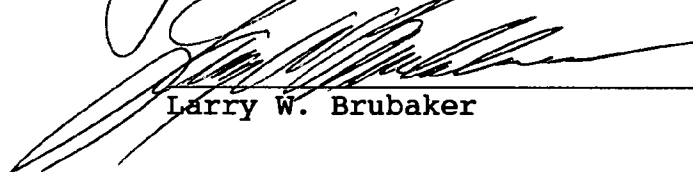
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Dated: April 14, 2000

VERIFICATION

The undersigned verify that they are the Plaintiffs in the within action, and that the statements made in the foregoing Complaint are true and correct to the best of their knowledge, information and belief. The undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Joanne M. Brubaker


Larry W. Brubaker

DATE: April 14, 2000

LAURANCE B. SEAMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BRUBAKER, JOANN M. & LARRY W.

00-446-CD

VS

SHAFFER, AIMEE LEIGH

COMPLAINT

SHERIFF RETURNS

NOW MAY 4, 2000 AT 3:38 PM DST SERVED THE WITHIN COMPLAINT
ON AIMEE LEIGH SHAFFER, DEFENDANT AT RESIDENCE 621 BIGLER
AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO DEBRA SHAFFER, MOTHER A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: COUDRIET

21.33 SHFF. HAWKINS PAID BY: ATTY

10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

8th DAY OF May 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harris

CHESTER A. HAWKINS
SHERIFF

FILED

MAY 08 2000

01:11:50
William A. Shaw

Prothonotary WAS

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

JOANN M. BRUBAKER and LARRY W.
BRUBAKER,

Plaintiffs

vs.

No. 2000-446 CD

AIMEE LEIGH SHAFFER,

Defendant

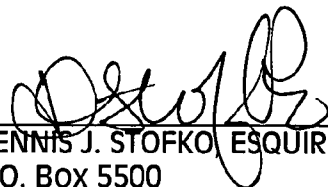
ENTRY OF APPEARANCE

Please enter my appearance for Defendant in the above matter. Papers may be served at the address listed below.

DEMAND FOR JURY TRIAL

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as amended, a Jury Trial is demanded on all issues raised by the pleadings in this action.

I certify this Entry of Appearance and Demand for Jury Trial shall be served forthwith by ordinary mail upon all parties.


DENNIS J. STOFKO, ESQUIRE
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED

MAY 19 2000

William A. Shaw
Prothonotary

FILED

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William A. Shale
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

JOANN M. BRUBAKER and LARRY W.
BRUBAKER,

Plaintiffs

vs.

AIMEE LEIGH SHAFFER,

Defendant

No. 2000-446 CD

ANSWER AND NEW MATTER

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

TO THE PARTIES:

You are hereby notified to reply to the
enclosed New Matter within 20 days of
service hereof or a default judgment may
be entered against you.

FILED

MAY 26 2000

William A. Shaw
Prothonotary

ANSWER AND NEW MATTER

NOW COMES the Defendant by and through counsel, Dennis J. Stofko, and files the following Answer and New Matter.

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.
6. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.
7. Denied. Paragraph 7 contains a conclusion of law to which no responsive pleading is required.
8. Denied. Paragraph 8 contains a conclusion of law to which no responsive pleading is required.
9. Denied. Paragraph 9 contains a conclusion of law to which no responsive pleading is required.
10. Denied. See previous Answers.
11. Denied. After reasonable investigation Defendant is without sufficient

knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

12. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

13. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

14. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

15. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

16. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

WHEREFORE, Defendant requests Plaintiffs' Complaint be dismissed.

17. Denied. See previous Answers.

18. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and

proof thereof is required at the time of trial.

19. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

20. Denied. After reasonable investigation Defendant is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

WHEREFORE, Defendant requests Plaintiffs' Complaint be dismissed.

NEW MATTER

21. The Defendant is informed, believes and therefore avers that the Plaintiff is contributorily negligent and/or comparatively negligent and Plaintiff is thus barred from recovery of any damages under the terms of the Pennsylvania Comparative Negligence Act. Act No. July 9, 1976 Pl. 855 No. 152 and the Act of April 28, 1978, Pl. 202 No. 53 Section 10 (89), 42 Pa. CSA Section 7102A, effective as to the causes of action arising on or after February 15, 1999 as the Plaintiff's causal negligence is greater than the negligence, if any, of the Defendant.

22. In the alternative pursuant to the aforesaid provisions of the Pennsylvania Comparative Negligence Act, 42 Pa. CSA Section 7102A any damage which the Plaintiff may have legally suffered and can prove at trial and which are not otherwise barred by any of the defenses asserted in this Answer and New Matter should be diminished in proportion to the amount of negligence

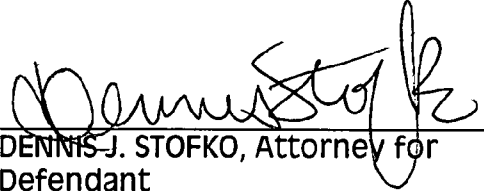
attributed to the Plaintiff.

23. The accident described in Plaintiff's complaint occurred on February 15, 1999 which date was subsequent to the effective date of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. CSA Chapter 17.

24. The Defendant pleads the said Motor Vehicle Financial Responsibility Law as a defense to the extent that said law limits and controls Plaintiff's right to recover damages in this action.

25. The Defendants further raise the defense of sudden emergency as a complete defense to plaintiffs' claim.

WHEREFORE, Defendant requests judgment on her behalf.


DENNIS J. STOFKO, Attorney for
Defendant

I, Aimee Leigh Shaffer do hereby swear or affirm that the facts set forth in the Answer and New Matter are correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.


Aimee Leigh Shaffer

Dated: 5-20-00

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY, PA
No. 00-446-CD
CIVIL ACTION - LAW
JURY TRIAL DEMANDED

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
Plaintiffs

-VS-

AIMEE LEIGH SHAFER,
Defendant

PLAINTIFFS' REPLY TO
NEW MATTER OF
DEFENDANT

FILED

JUN 07 2000
01300141111
William A. Shaw
Prothonotary *WAS*

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

THE PLUNKETON CO., WILLIAMSPORT, PA.

51

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
Plaintiffs

AIMEE LEIGH SHAFFER,
Defendant

FILED

JUN 07 2000

William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00-446-CD
-vs- : JURY TRIAL DEMANDED
AIMEE LEIGH SHAFFER, Defendant :

PLAINTIFFS' REPLY TO NEW MATTER OF DEFENDANT

AND NOW, come JOANNE M. BRUBAKER and LARRY W. BRUBAKER, by
and through their undersigned counsel, and hereby respond to the
New Matter as follows:

21. Denied. Paragraph 21 constitutes a conclusion of law
to which no responsive pleading is required.

22. Denied. Paragraph 22 constitutes a conclusion of law
to which no responsive pleading is required.

23. Denied. Paragraph 23 constitutes a conclusion of law
to which no responsive pleading is required.

24. Denied. Paragraph 24 constitutes a conclusion of law
to which no responsive pleading is required.

25. Denied. Paragraph 25 constitutes a conclusion of law
to which no responsive pleading is required.

WHEREFORE, Plaintiffs, Joanne M. Brubaker and Larry W.
Brubaker, demand judgment against Defendant, Aimee Leigh
Shaffer, each in an amount in excess of \$25,000.00, plus costs.

Respectfully submitted,

GATES & SEAMAN

By: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs,
Joanne M. Brubaker and
Larry W. Brubaker

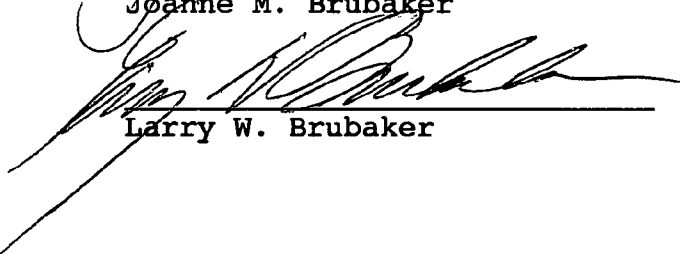
Date: 6/7/00

Two North Front Street
Clearfield, PA 16830
(814) 765-1766

VERIFICATION

The undersigned verify that they are the Plaintiffs in the within action, and that the statements made in the foregoing Reply are true and correct to the best of their knowledge, information and belief. The undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Joanne M. Brubaker


Larry W. Brubaker

DATE: June 06, 2000

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

JOANNE M. BRUBAKER and	:	
LARRY W. BRUBAKER, Plaintiffs	:	No. 00-446-CD
	:	
-vs-	:	
	:	
AIMEE LEIGH SHAFFER, Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that service was made upon the
Defendant by mailing a true and correct copy of Plaintiffs'
Reply to New Matter of Defendant to counsel for Defendant on
June 7, 2000 by regular U. S. Mail, postage prepaid to:

Dennis J. Stofko, Esquire
R. THOMAS STRAYER LAW OFFICES
969 Eisenhower Boulevard, Suite E
P. O. Box 5500
Johnstown, PA 15904

GATES & SEAMAN

BY: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
No. 00-446-CD

BRUBAKER ET VIR VS.
SHAFFER

ANSWERS TO INTERROGATORIES
DIRECTED BY DEFENDANT

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

THE PLANNING CO., WILLIAMSPORT, PA.

FILED

2/3 12:00 PM
JUL 21 2000

William A. Shaw
Prothonotary

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KEB

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
husband and wife,
Plaintiffs

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William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00-446-CD
:
-vs- :
:
AIMEE LEIGH SHAFFER, Defendant :

ANSWERS TO INTERROGATORIES

1. (a) Joanne Marie Brubaker
(b) 63
(c) Somerset County
(d) Lincoln Avenue, Curwensville, PA 16833
(e) Same
(f) None
(g) 200-28-7690
2. 28 years
3. Married to Larry Wayne Brubaker
Lincoln Avenue, Curwensville, PA 16833
Married at time of accident
Married September 2, 1956 - Somerset county
4. (a) Independent contractor
(b) Research information at County Courthouses
(c) Superior Information Services, Trenton, NJ
Stephanie Hoover, P. O. Box 4215, Harrisburg, PA 17111
(d) 4 years
(e) \$10.00 per hour plus \$.25 per mile. Also hourly wage
for travel time
(f) None
5. Independent Contractor
(a) Superior Information Services, Trenton, NJ
(b) Stephanie Hoover, P. O. Box 4215, Harrisburg, PA 17111
(c) Superior Information Services, Trenton, NJ
(d) N/A
6. High School Graduate
Trained for my work by Supervisor at the time, Jennifer

Hendricks

7. Filed jointly each year for past 5 years; Philadelphia, PA
 - (a) No claim will be pursued for wage loss as a result of this accident
8. Non-employee compensation for Joanne M. Brubaker only

1998	\$2,695.90
1999	\$2,433.01
2000	\$2,230.18

No claim will be pursued for wage loss as a result of this accident
9. No claim will be pursued for wage loss as a result of this accident
Research information at County Courthouses since 1995
10. Yes
 - (a)
 - (i) approximately 1979-81 - Curwensville, PA
 - (ii) 10/22/97 - DuBois, PA
 - (iii) 1/13/98 -
 - (b)
 - (i) work-related injury
 - (ii) vehicular
 - (iii) vehicular
 - (c)
 - (i) sprained back while lifting - fully recovered
 - (ii) whiplash, back, left leg, left foot
 - (iii) minor bumps to lower extremities - fully recovered
 - (d) back injured and aggravated prior injuries
11.
 - (a) Initially unable to work until 1/16/98. Thereafter, worked sporadically as able.
 - (b) No claim will be pursued for wage loss as a result of this accident
 - (c) No
 - (d) Initially unable to work until 1/16/98. Thereafter, worked sporadically as able
 - (e) No other employment sought
 - (f) No claim will be pursued for wage loss as a result of this accident

- (g) No claim will be pursued for wage loss as a result of this accident
- 12. (a) aggravated the back, neck and leg injury that I already had from accident of 10-22-97
 - (b) None
 - (c) still suffering from all other injuries, which may be permanent and disabling
 - (d) still suffering from all other injuries, which may be permanent and disabling
- 13. No
- 14. (a) N/A
 - (b) see medical records
- 15. (a) No
 - (b) 10-22-97 to 1-16-98, thereafter worked sporadically as able
 - (c) N/A
 - (d) Rest and stay off feet as much as possible; unknown
- 16. (a) i. Dr. Richard Schamp, Agape Family Health Center, PC
216 Liberty Boulevard, DuBois, PA 15801
 - ii. Dr. Martin Schaeffer
145 Hospital Avenue, DuBois, PA 15801
 - iii. Dr. Anne Matthews
145 Hospital Avenue, DuBois, PA 15801
 - iv. Dr. Jagadeesha Shetty
145 Hospital Avenue, DuBois, PA 15801
 - v. Dr. Stanley Lang
Medical Arts Bldg, 145 Hospital Avenue
DuBois, PA 15801
 - vi. Dr. Mark Piasio
90 Beaver Drive, DuBois, PA 15801
 - vii. Dr. Jeffrey A. Baum
200 Delafield Road, Suite 1040, Pittsburgh, PA
15215-3205
 - (b) See medical records
 - (c) Dr. Stanley Lang and Dr. Martin Schaeffer
 - (d) Dr. Lang - high blood pressure, diabetes
Dr. Schaeffer - for the injuries from accidents
 - (e) See medical records
 - (f) Will be supplied upon receipt of the same
 - (g) See medical records
 - (h) Will be supplied upon receipt of the same

17.
 - i. Cornerstone Physical Therapy
385 Maplevale Road, Brookville, PA 15825
Information will be supplied when received
 - ii. Clearfield Hospital Therapy Department
809 Turnpike Avenue, Clearfield, PA 16830
Information will be supplied when received
 - iii. Penn Central Physical Therapy, Inc.
504 Park Avenue, Clearfield, PA 16830
Information will be supplied when received
18.
 - (i) Three (3) pair running shoes (prescribed by Dr. Lang)
approximately \$145.00; \$135.98; and approx. \$135.00
One (1) pair Lareal Flare outs - \$30.00
Travel to and from Bellefonte, PA to Campanis
Orthopedic (shoes)
109 miles round-trip - 4-6-98; 5-5-98; 6-9-98; 7-1-98
 - (ii) Cleaning through 6-28-00
Malia Uhrin, 909 Richard Street, Clearfield, PA 16830
- \$2,202.50
 - (iii) Cleaning -
Janet Walters, Clearfield, PA 16830 - \$210.00
 - (iv) Cleaning -
Brenda Wilt, R. D., Curwensville, PA 16833 - \$347.00
 - (v) Clearfield American Homepatient - Lumbar cushion -
\$17.20
23 N. Second Street, Clearfield, PA 16830
19. Yes
 - (a) Superior Products, Curwensville, PA 16833
Early 1980's - back sprain - 2-3 months
20. Police Accident Report
 - (a) Laurance B. Seaman, Esquire
 - (b) Copy provided
21. No
22. None
23. No
24. N/A
25. See Police Accident Report
26. No
27.
 - (a) 2 - a 1998 Subaru Legacy - green;
and a 1995 Plymouth Neon
 - (b) Subaru - East on Nichols Street
Plymouth - South on Williams Street
 - (c) Joanne M. Brubaker - Lincoln St., Curwensville, PA
16833

Aimee Leigh Shaffer - 621 Bigler Ave. Clearfield, PA
16830

(d) Ms. Shaffer failed to stop at stop sign on Williams Street and failed to yield right of way. She proceeded across Nichols Street. I attempted to stop but was unable to avoid the collision. She proceeded moving south on Williams Street crossing through hedge and coming to a stop at end of lawn at 204 Nichols Street.

(f) Coming home from having yearly post mammogram check-up at Doctor Dotsey's office on Turnpike Avenue; was going to grocery store before returning home.

28. (a) level

(b) right lane - east

(c) Objection - what is meaning of "came upon"?

When I first saw the other vehicle, I was going 20-25 mph.

(d) unable to estimate

(e) unknown, I had applied my brakes and slowed from my previous speed

(f) I still had my foot on the brake pedal

(g) yes

(h) yes

29. In ambulance

30. No

31. Driving east on Nichols Street

32. Yes

33. See Police Accident Report

34. When I asked for her insurance info, she refused and said she had to call her mother.

35. Yes

(a) 09-029-059

(b) Since 1952

(c) Corrective lenses

(d) No


36. No

37. Will be supplied

- 38. One
- 39. Q11-1404214 N - Erie Insurance
- 40. Yes
- 41. 1998 Subaru Legacy - Larry and Joanne Brubaker
- 42. Full Tort
- 43. Full Tort
- 44. Copy provided

GATES & SEAMAN

By:

A handwritten signature in black ink, appearing to read 'L. Seaman', written over a horizontal line.

Laurance B. Seaman, Esquire
Attorney for Plaintiffs



COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

XX REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT LOCATION			
1. INCIDENT NUMBER 99-8		20. COUNTY Clearfield		CODE 17			
2. AGENCY NAME Clearfield Borough Police Dept.		21. MUNICIPALITY Clearfield Boro		CODE 404			
3. STATION/ PRECINCT 14 S. Front St., Clearfield, Pa.		PATROL ZONE Borough		PRINCIPAL ROADWAY INFORMATION			
5. INVESTIGATOR Sgt. Jim Zelenky		BADGE NUMBER 3		22. ROUTE NO. OR STREET NAME Williams Street			
6. APPROVED BY JC Zammel, Capt		BADGE NUMBER 1		23. SPEED LIMIT 25		24. TYPE HIGHWAY 1	
7. INVESTIGATION DATE 2-15-99		8. ARRIVAL TIME 1748 hrs.		25. ACCESS CONTROL 1			
ACCIDENT INFORMATION				INTERSECTING ROAD:			
9. ACCIDENT DATE 2-15-99		10. DAY OF WEEK Monday		26. ROUTE NO. OR STREET NAME Nichols Street			
11. TIME OF DAY 1744 hrs.		12. NUMBER OF UNITS 2		27. SPEED LIMIT 25		28. TYPE HIGHWAY 0	
13. # KILLED 0		14. # INJURED 1		29. ACCESS CONTROL 1			
15. PRIV. PROP. ACCIDENT Y <input type="checkbox"/> N <input checked="" type="checkbox"/>				IF NOT AT INTERSECTION:			
16. DID VEHICLE HAVE TO BE REMOVED FROM THE SCENE? UNIT 1 Y <input type="checkbox"/> N <input checked="" type="checkbox"/> UNIT 2 Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		17. VEHICLE DAMAGE 0 - NONE UNIT 1 <input checked="" type="checkbox"/> 1 - LIGHT 2 - MODERATE 3 - SEVERE UNIT 2 <input checked="" type="checkbox"/>		30. CROSS STREET OR SEGMENT MARKER			
18. HAZARDOUS MATERIALS Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		19. PENNDOT PROPERTY Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		31. DIRECTION FROM SITE N S E W		32. DISTANCE FROM SITE FT. MI.	
				33. DISTANCE WAS MEASURED <input type="checkbox"/> ESTIMATED <input type="checkbox"/>			
				34. CONSTRUCTION ZONE <input checked="" type="checkbox"/>		35. TRAFFIC CONTROL DEVICE PRINCIPAL INTERSECTING <input checked="" type="checkbox"/> <input type="checkbox"/>	
UNIT # 1				UNIT # 2			
36. LEGALLY PARKED? <input type="checkbox"/> Y <input type="checkbox"/> N		37. REG. PLATE 1Y6-531		38. STATE Pa.		39. PA TITLE OR OUT-OF-STATE VIN 51392625602	
40. OWNER Debra J. and Emory Shaffer		41. OWNER ADDRESS 621 Bigler Ave.		42. CITY, STATE & ZIPCODE Clearfield, Pa. 16830		43. YEAR 1995	
44. MAKE Plymouth		45. MODEL - (NOT BODY TYPE) Neon		46. INS. Y <input checked="" type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>		47. BODY TYPE 04	
48. SPECIAL USAGE 0		49. VEHICLE OWNERSHIP 2		50. INITIAL IMPACT POINT 4		51. VEHICLE STATUS 0	
52. TRAVEL SPEED 99		53. DRIVER PRESENCE <input checked="" type="checkbox"/>		54. DRIVER CONDITION 1		55. DRIVER CONDITION 1	
56. DRIVER NUMBER 26068738		57. STATE Pa.		58. DRIVER NAME Aimee Leigh Shaffer		59. DRIVER ADDRESS 621 Bigler Ave.	
60. CITY, STATE & ZIPCODE Clearfield, Pa. 16830		61. SEX F		62. DATE OF BIRTH 07-19-81		63. PHONE	
64. COMM. VEH. Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		65. DRIVER CLASS C		66. COMM. VEH. Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		67. DRIVER CLASS C	
68. CARRIER		69. CARRIER ADDRESS		70. CARRIER ADDRESS		71. CARRIER ADDRESS	
72. CITY, STATE & ZIPCODE		73. CITY, STATE & ZIPCODE		74. CITY, STATE & ZIPCODE		75. CITY, STATE & ZIPCODE	
76. USDOT #		77. ICC #		78. PUC #		79. PUC #	
80. VEH. CONFIG.		81. CARGO BODY TYPE		82. GVWR		83. GVWR	
84. NO. OF AXLES		85. HAZ ARDOUS MATERIALS		86. RELEASE OF HAZMAT Y <input type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>		87. RELEASE OF HAZMAT Y <input type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>	

EMS AGENCY <u>Clearfield Ambulance Service</u> MEDICAL FACILITY <u>Clearfield Hospital</u>	INCIDENT #: <u>99-8</u> ACCIDENT DATE: <u>2-15-99</u>
---	--

80. PEOPLE INFORMATION														
A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M
1	1	F	17	3	1	2	operator of Unit #1		0	0	0	B	0	0
2	1	F	62	3	1	2	operator of Unit #2		3	9	4	B	0	1

81. ILLUMINATION <u>2</u> 82. WEATHER <u>0</u> 83. ROAD SURFACE <u>1</u>	86. DIAGRAM
84. PENNSYLVANIA SCHOOL DISTRICT (IF APPLICABLE)	85. DESCRIPTION OF DAMAGED PROPERTY <u>approx 12 Hedge Plants and damage to lawn</u> OWNER <u>Ben Carr JR.</u> ADDRESS <u>204 Nichols St.</u> <u>Clearfield, Pa. 16830</u> PHONE <u>(814) 765-4545</u>

87. NARRATIVE - IDENTIFY PRECIPITATING EVENTS, CAUSATION FACTORS, SEQUENCE OF EVENTS, WITNESS STATEMENTS, AND PROVIDE ADDITIONAL DETAILS LIKE INSURANCE INFORMATION AND LOCATION OF TOWED VEHICLES, IF KNOWN.

Williams Street is a two lane highway with one lane of traffic flowing in a northern direction and one lane of traffic flowing in a southern direction. Train Tracks are located separating the north bound and south bound lanes of travel.

Nichols Street is a two lane highway with one lane of traffic flowing in an eastern direction and one lane flowing in a western direction.

The operator of Unit #2 told police that she was traveling on Nichols Street, headed in an eastern direction. As she approached the intersection of Williams Street, a vehicle crossed the roadway in front of her vehicle. She applied her brakes but was unable to avoid a collision with Unit #1. The front of Unit #2 collided with the left rear side of Unit #1. After the collision, Unit #1 continued in a southern direction crossing the shrubs/ Hedge at the property located at 204 Nichols Street, coming to rest in the lawn.

The operator of Unit #1 told police that she was traveling on Williams Street in a southern direction. She recalled stopping at the posted stop sign, then travelled a few feet farther, stopping again, then traveled through the intersection. As she traveled through the intersection, she collided with Unit #2. After the collision, she continued in a southern direction, coming to rest in the lawn at 204 Nichols St.

A witness (listed below, was near this intersection and told police that Unit #1 did not stop at the posted sign. The operator of Unit #2 decided to go to the hospital to be checked.

INSURANCE INFORMATION	COMPANY <u>Nationwide Ins. Co.</u>	INSURANCE INFORMATION	COMPANY <u>ERIE INS Co.</u>
UNIT 1	POLICY NO <u>5437B258847</u>	UNIT 2	POLICY NO <u>Q11 1404214</u>
88. WITNESSES	NAME <u>Jennifer Howell</u>	ADDRESS <u>506 Krebs Ave, Apt C, Clearfield, Pa.</u>	PHONE <u>765-0254</u>
	NAME	ADDRESS	PHONE

89. VIOLATIONS INDICATED	90. SECTION NUMBERS (ONLY IF CHARGED)
UNIT 1 <u>Stop Signs And Yield Signs</u>	<u>3323 b</u>
UNIT 2 <u>none</u>	

91. PROBABLE USE	92. TYPE TEST	93. RESULTS	91. PROBABLE USE	92. TYPE TEST	93. RESULTS	94. INVESTIGATION COMPLETE ?
UNIT 1		<u>0.00%</u>	UNIT 2		<u>0.00%</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>



ERIE
INSURANCE
GROUP
100 Erie Ins Pl
Erie PA 16530

CONTINUATION NOTICE

ERIE INSURANCE EXCHANGE
PIONEER FAMILY AUTO POLICY

AGENT AA4234 BOYLES INSURANCE, INC.

ITEM 2 POLICY PERIOD 11/14/98 TO 11/14/99

POLICY NUMBER Q11 1404214 N

ITEM 1 NAMED INSURED AND ADDRESS

ITEM 3 OTHER INTEREST

LARRY W BRUBAKER &
JOANNE M BRUBAKER
P O BOX 29
CURWENSVILLE PA 16833-0029

AGENT - BOYLES INSURANCE, INC.

11 NICHOLS STREET

AGENT PHONE - (814) 765-8152

CLEARFIELD PA 16830 1501

* THE SURCHARGE FOR THE 01/13/98 ACCIDENT HAS BEEN FORGIVEN *
* UNDER ERIE'S FIRST ACCIDENT FORGIVENESS PLAN. *

ITEM 4. AUTOS COVERED

AUTO	YR	MAKE	VIN	ST	TER	SYM	RATING CLASS	DDP
1	86	CHEV CAMARO	228	1G1FP87F7G7GN5233	PA	2D R	ALIAS-MULTI	
2	98	SUBA LEGACY	OUT	4S3BG6856W7600786	PA	2D G	ALIAS-MULTI	

ITEM 5. INSURANCE IS PROVIDED WHERE A PREMIUM, OR INCL, IS SHOWN FOR THE
COVERAGE. COVERAGES, LIMITS AND ANNUAL PREMIUMS ARE AS FOLLOWS-

#1 #2

*****GOOD DRIVER-RATES APPLY*****

--- THE FULL TORT OPTION APPLIES TO ALL PRIVATE-PASSENGER VEHICLES. ---

LIABILITY PROTECTION-	#1	#2
BODILY INJURY \$250M/PERSON \$500M/ACC	65	94
PROPERTY DAMAGE \$100M/ACC	33	50
FIRST PARTY BENEFITS-		
MEDICAL EXPENSE \$100M	37	44
ACCIDENTAL DEATH \$5M	31	41
UNINSURED MOTORISTS COVERAGE-		
BOD INJ \$250M/PERSON \$500M/ACC-STACKED	26	26
UNDERINSURED MOTORISTS COVERAGE-		
BOD INJ \$250M/PERSON \$500M/ACC-STACKED	91	91
PHYSICAL DAMAGE COVERAGES-		
COMPREHENSIVE - \$100 DED	109	169
COLLISION - \$250 DED	72	207
OPTIONAL COVERAGES-		
TRANSP EXPENSES - COLL \$20/DAY, \$900/LOSS	12	12

TOTAL ANNUAL PREMIUM FOR EACH AUTO 446 694
TOTAL ANNUAL POLICY PREMIUM \$ 1,140

ITEM 6. APPLICABLE POLICY, ENDORSEMENTS, EXCEPTIONS TO DECLARATIONS ITEMS
ALL AUTOS - FAP 04/97, UF-9033 04/98*, AFPN01 10/98*, AFPA03 10/98*.
AUTO 1 - AFPU01 06/98*.
AUTO 2 - AFPU01 06/98*.

(SEE REVERSE SIDE) RETURNED CHECK FEES WILL BE ADDED TO YOUR ACCOUNT YD WFS 10/10/98

DETACH

INVOICE

AGENT - Please return this portion with your Policyholder's remittance

DETACH ↑

AGENT AA4234 BOYLES INSURANCE, INC. POLICY NUMBER Q11 1404214 N

LARRY W BRUBAKER &
JOANNE M BRUBAKER
P O BOX 29
CURWENSVILLE PA 16833-0029

DATE DUE	PAYMENT DUE
11-14-98	285.00
02-14-99	287.00*
05-14-99	287.00*
08-14-99	287.00*

PAYMENT PLAN D

ENTER ANY
PAY PLAN →
CHANGE HERE

* INCLUDES \$2 SERVICE CHARGE

ERIE INSURANCE GROUP

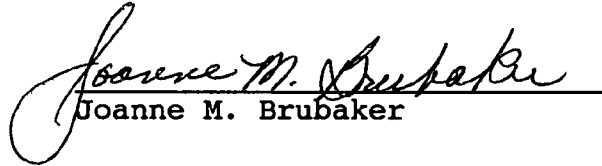
100 Erie Insurance Place • ERIE, PA 16530

PLEASE DO NOT WRITE BELOW THIS LINE ↓

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VERIFICATION

The undersigned verifies that she is the Plaintiff in the within action, and that the statements made in the foregoing Answers to Interrogatories are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Joanne M. Brubaker

DATE: July 21, 2000

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

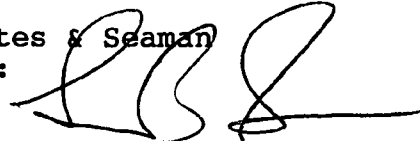
JOANNE M. BRUBAKER and	:	
LARRY W. BRUBAKER, Plaintiffs	:	No. 00-446-CD
	:	
-vs-	:	
	:	
AIMEE LEIGH SHAFFER, Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that on the 21 day of July, 2000,
a true and correct copy of the Answers to Interrogatories
Addressed to Plaintiffs was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs

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

No. 00-446-CD

BRUBAKER ET VIR VS.
SHAFFER

RESPONSE TO REQUEST FOR
PRODUCTION OF DOCUMENTS

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

THE PLANNERSHIP CO., WILLIAMSPORT, PA.

FILED
JUL 21 2000
15:12 PM

William A. Shaw
Prothonotary

1000

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
husband and wife,
Plaintiffs

AIMEE LEIGH SHAFFER,
Defendant

FILED

William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00-446-CD
:
-vs- :
:
AIMEE LEIGH SHAFFER, Defendant :


PLAINTIFFS' RESPONSE TO REQUEST FOR PRODUCTION
OF DOCUMENTS

1. Medical records furnished by Defendant to Plaintiff not included herewith. Following provided:

- a. Prescription invoice - Curwensville Pharmacy - 10-22-97 to 4-6-98 - 3 pages;
 - b. prescription from DRMC Primary Care Associates - 4-25-00 (Shoes);
 - c. Receipt - Campanis Orthopedic - 7-1-98 - \$175.00;
 - d. Receipt - Road Runner Sports - 2-16-00 - \$135.98;
 - g. Estimate - 2-24-99 - Wilkinson Subaru - 1 page with Nationwide Insurance Co. estimate 2-22-99 - 2 pages;
 - h. Car Rental Agreement - Wilkinson Subaru - 12-27-99 - 1 page; and
 - i. Invoice - Clearfield American Homepatient - lumbar cushion - 2-18-99 - \$17.20.
2. None
3. None.

GATES & SEAMAN

By


Laurance B. Seaman, Esquire
Attorney for Plaintiffs

Date: 7/21/00

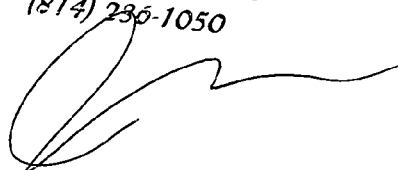
 * M E D I C A L E X P E N S E S BGN DTE:10/26/97 END DTE:07/31/98 *

FOR: BRUBAKER, JOANNE CURWENSVILLE PHARMACY
 CARE OF: XERIE INS 447 STATE STREET
 P.O. BOX 29 CURWENSVILLE, PA. 16833
 BRUBJC CURWENSVILLE, PA 16833 PHARMACIST - JDELLANTONIO

10/30/97	06109463	NORFLEX 100MG TABL	20TAB	SCHAMP	40.00	RX
	NEW	00009-0221-10	10DAYS	AS2279633		BRAND
11/17/97	06109463	NORFLEX 100MG TABL	20TAB	SCHAMP	40.00	RX
	REFILL	00009-0221-10	10DAYS	AS2279633		BRAND
03/04/98	06113917	DAYPRO 600MG	30TAB	M.PIASIO,MD.	38.58	RX
	NEW	00025-1381-31	15DAYS	BP1888962		BRAND
03/21/98	06113917	DAYPRO 600MG	30TAB	M.PIASIO,MD.	38.58	RX
	REFILL	00025-1381-31	15DAYS	BP1888962		BRAND
04/06/98	06113917	DAYPRO 600MG	30TAB	M.PIASIO,MD.	58.00	RX
	REFILL	00025-1381-31	15DAYS	BP1888962		BRAND

207.16 TOTAL

Curwensville Pharmacy
 447 State Street
 Curwensville, PA 16833
 (814) 236-1050



 MEDICAL EXPENSES BGN DTE:10/22/98 END DTE:08/03/98

FOR: BRUBAKER, JOANNE
 CARE OF:

CURWENSVILLE PHARMACY
 447 STATE STREET
 CURWENSVILLE, PA. 16833
 PHARMACIST - JDELLANTONIO

BRUBJ BOX 29
 CURWENSVILLE, PA 16833

10/27/97	06105423	✓ RELAFEN 750MG	60TAB	JOHN KOVAL	14.31	COPAY
	REFILL	00029-4852-20	30DAYS	AC3125653		BRAND
10/27/97	06105425	NEURONTIN 400MG	120CAP	JOHN KOVAL	26.61	COPAY
	REFILL	00071-0806-24	30DAYS	AC3125653		BRAND
10/27/97	06103549	TENORETIC 50	60TAB	SCHAMP	12.21	COPAY
	REFILL	00310-0115-10	60DAYS	AS2279633		BRAND
12/22/97	02003937	- OXYCODONE W/APAP	20TAB	SCHAMP	.93	COPAY
	NEW	60951-0602-85	10DAYS	AS2279633		GENERIC
12/22/97	06111268	o NORFLEX 100MG TABL	60TAB	SCHAMP	44.77	COPAY
	NEW	00089-0221-10	30DAYS	AS2279633		BRAND
12/22/97	06111269	TENORETIC 50	60TAB	SCHAMP	30.53	COPAY
	NEW	00310-0115-10	60DAYS	AS2279633		BRAND
01/03/98	06105423	✓ RELAFEN 750MG	60TAB	JOHN KOVAL	49.62	COPAY
	REFILL	00029-4852-20	30DAYS	AC3125653		BRAND
01/03/98	06105425	NEURONTIN 400MG	120CAP	JOHN KOVAL	26.61	COPAY
	REFILL	00071-0806-24	30DAYS	AC3125653		BRAND
01/29/98	06105423	✓ RELAFEN 750MG	60TAB	JOHN KOVAL	37.12	COPAY
	REFILL	00029-4852-20	30DAYS	AC3125653		BRAND
03/21/98	06111269	TENORETIC 50	60TAB	SCHAMP	31.71	COPAY
	REFILL	00310-0115-10	60DAYS	AS2279633		BRAND

274.42 TOTAL

✓ Anti-Inflam.
 - Pain
 o muscle Relaxer

Curwensville Pharmacy
 447 State Street
 Curwensville, PA 16833
 (814) 236-1050



* M E D I C A L E X P E N S E S BGN DTE:10/22/98 END DTE:08/03/98 *

FOR: BRUBAKER, JOANNE
CARE OF: XERIE INS

CURWENSVILLE PHARMACY
447 STATE STREET
CURWENSVILLE, PA. 16833
PHARMACIST - JDELLANTONIO

BRUBJC CURWENSVILLE, PA 16833

10/22/97 02003896 — OXYCONTIN 10MG 20TAB SCHAMP 4.34 COPAY
 NEW 59011-0100-10 10DAYS AS2279633 BRAND
10/30/97 06109463 O NORFLEX 100MG TABL 20TAB SCHAMP 40.00 RX
 NEW 00089-0221-10 10DAYS AS2279633 BRAND
11/17/97 06109463 O NORFLEX 100MG TABL 20TAB SCHAMP 40.00 RX
 REFILL 00089-0221-10 10DAYS AS2279633 BRAND
03/04/98 06113917 Y DAYPRO 600MG 30TAB M.PIASIO, MD. 19.29 COPAY
 NEW 00025-1381-31 15DAYS BP1888962 BRAND
03/21/98 06113917 Y DAYPRO 600MG 30TAB M.PIASIO, MD. 19.29 COPAY
 REFILL 00025-1381-31 15DAYS BP1888962 BRAND
04/06/98 06113917 Y DAYPRO 600MG 30TAB M.PIASIO, MD. 50.00 RX
 REFILL 00025-1381-31 15DAYS BP1888962 BRAND

172.92 TOTAL

Y Anti-Inflam.
O Muscle Relaxer
= Pain

Curwensville Pharmacy
447 State Street
Curwensville, PA 16833
(814) 236-1050



DRMC PRIMARY CARE ASSOCIATES
AT LIBERTY BLVD.
216 Liberty Blvd. DuBols, PA 15801 (814) 375-1222

STANLEY LANG, M.D. PAUL F. DOUGHTY, D.O.
024 942-E 05 004516-L
ROBERT A. BARBER, D.O.
05 007145-L

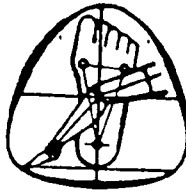
NAME Janne Brubaker DATE 4-25-00

ADDRESS _____

#	MEDICATION	NUMBER	FREQUENCY	REFILLS
1	Shoes with			
2	motion control and			
3	shock absorption			
4				
5				
6				

SUBSTITUTION PERMISSIBLE [Signature]

IN ORDER FOR A BRAND NAME PRODUCT TO BE DISPENSED, THE PRESCRIBER MUST
HANDWRITE "BRAND NECESSARY" OR "BRAND MEDICALLY NECESSARY" IN THE SPAC
BELOW.



Campanis Orthopedic

148 South Allegheny Street

Bellefonte, PA 16823

(814) 355-1806

Fax (814) 355-4424

CUSTOMER'S ORDER NO.		PHONE		DATE 7/1/98	
NAME John Brubaker					
ADDRESS P.O. Box 175 CURWENSVILLE, PA 16833					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.
PAID OUT					
QTY.	DESCRIPTION			PRICE	AMOUNT
1PK	Orthopedic SHEES				\$185 - \$145 -
1PK	Lateral Flare ORTS			\$30	\$30 -
					\$175 -
RECEIVED BY				TAX	
				TOTAL	

1730

All claims and returned goods
MUST be accompanied by this bill.

Thank You

The most knowledgeable running & fitness staff in the U.S.
 Check out our website at <http://www.roadrunnersports.com>



JOIN OUR RUN AMERICA CLUB. YOU'LL RECEIVE MANY
 EXCLUSIVE BENEFITS, INCLUDING A 5% DISCOUNT ON
 REGULARLY PRICED MERCHANDISE.

CUSTOMER #: 2711883

ORDER #: 8206494

Special Notices

THANK YOU FOR SHOPPING WITH ROAD RUNNER SPORTS

ROAD RUNNER SPORTS
 Priority
 S.S. POSTAGE PAID
 San Diego, CA 92121
 Permit No. 1418
 5553 Copley Drive
 San Diego, CA 92111



8206494
 PRIORITY MAIL
 CARRIER LEAVE IF NO RESPONSE
 PH 800-662-8896
 JOANNE BRUBAKER
 PO BOX 175
 CUMWENSVILLE, PA 16833

8206494



ATTN: RETURNS DEPT.
 5553 Copley Drive
 San Diego, CA 92111

QTY SHIPPED	QTY B/O	BIN	ITEM NUMBER	DESCRIPTION	TOTAL PRICE
1		121228	EBX-053 11 B	210 (MS) NEW BALANCE M1210CG	129.99
YOU COULD HAVE SAVED AT LEAST \$6.50 IF YOU WERE A MEMBER OF THE RUN AMERICA CLUB. JOIN THE RUN AMERICA CLUB AND GET DOUBLE THE NORMAL DISCOUNT (10%) OFF YOUR NEXT ORDER. JUST MENTION "SHOW ME THE MONEY!"					

****TOTAL ITEMS SHIPPED:**

1

PAGE:

1 of 1 1.9

33

I PICKED

I CHECKED & WRAPPED

Merchandise	Shipping	State Tax	Credit	Total	Received	Balance Due	Refund
129.99	5.99	0.00	0.00	135.98	135.98	0.00	0.00

BILL TO:

JOANNE BRUBAKER
 PO BOX 175
 CUMWENSVILLE, PA 16833

SHIP TO:

JOANNE BRUBAKER
 PO BOX 175
 CUMWENSVILLE, PA 16833

TIME: ORDER DATE:

03:02pm 02/16/00

REP ID: THI

SHIP VIA: PRIORITY MAIL

FORM NUMBER: 8625682

PAY METHOD: VISA

AMOUNT PAID: 135.98

CUSTOMER'S RECEIPT

SPECIAL MESSAGES:

FOR THE BEST RUNNING
 SHOE INFORMATION ONLINE
 VISIT US AT
WWW.ROADRUNNERSPORTS.COM

CUSTOMER # 2711883

ORDER # 8206494

estimate

3042

WILKINSON'S SUBARU

312 South Street
CURWENSVILLE, PA 16833-1237
(814) 236-1921
FAX (814) 236-1925

NAME <i>DANIE M & LARRY W. BRUBAKER</i>		PHONE <i>236-0760</i>	DATE <i>2-24-99</i>
STREET <i>P.O. Box 175</i>		CITY <i>CURWENSVILLE PA 16833</i>	
YEAR <i>98</i>	COLOR <i>White/Black</i>	MAKE <i>Subaru</i>	MODEL <i>Outback SW</i>
REGISTRATION NO. <i>AN2575</i>	SERIAL NO. <i>4B0B66856W760786</i>	ODOMETER <i>15097</i>	ESTIMATE PREPARED BY <i>RICK</i>
INSURANCE CO.		ADJUSTOR	

REPLACE	REPAIR	DESCRIPTION	PARTS	LABOR	REFINISH	SUBLET
✓		Front Bumper Cover	249.95	2.3	2.0	—
		Paint & Materials	—	—	—	30.00
		Clear Coat	—	—	—	15.00
		Grp Disposal	—	—	—	5.00
		Paint Bumper Parts open	311.30	3.1	3.1	—
			\$ 463.80			
		Any claim for paint rework must be presented within 30 days of				
		No guarantee on paint match.				
		TOTALS	249.95	2.3	2.0	50.00

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above repairs:

SIGNED: _____

DATE: _____

TOTAL PARTS	\$ 249.95
TOTAL LABOR	\$ 13.60
TOTAL REFINISH	\$ 64.00
TOTAL SUBLET	\$ 50.00
TAX	\$ 26.25
TOTAL	\$ 463.80

02/22/1999 at 11:53 AM
36058

5437B 25884702159901J/B1

NATIONWIDE INSURANCE ENTERPRISE
STATE COLLEGE
PO BOX 1436
CLEARFIELD, PA 16830
(814)768-7848x Fax: (814)768-7858x

ESTIMATE OF RECORD

Written by: Greg Forcey #142276 02/22/1999

Adjuster: Greg Forcey (PACLM3 #

Owner: Joanne Brubaker
Address: PO Box 175
Lincoln Street
Curwensville, PA 16833
: (814)236-0760x
Day: (UNK)NOW-Nx

Claim #5437B 25884702159901J/B1
Policy #
Date of Loss: 02/15/1999 at
Type of Loss: Property Damage
Point of Impact: 12. Front

Insured: Debra Joan Shaffer
Address: 621 Bigler Ave
Clearfield, PA 16830-2628

: (814)765-2512x
Day: (814)765-5331x

Inspect

NON_DRIVE_IN

Repair wilkinsons
Facility:

Days to Repair
License #

98 SUBA LEGACY OUTBACK 4-2.5L-FI 4D WGN

VIN: 4S3BG6856W7600786 **Lic:** acn2578 **PA Prod Date:** **Odometer:** 15056

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Intermittent Wipers	Dual Mirrors
Luggage/Roof Rack	Clear Coat Paint	Two Tone Paint
Power Steering	Power Brakes	Power Windows
Power Locks	Power Mirrors	Anti-Lock Brakes (4)
Driver Airbag	Passenger Airbag	Cloth Seats
Bucket Seats	Recline/Lounge Seats	Aluminum Wheels

02/22/1999 at 11:53 AM
36058

5437B 25884702159901J/B1

ESTIMATE OF RECORD

98 SUBA LEGACY OUTBACK 4-2.5L-FI 4D WGN

NO.	OP.	DESCRIPTION	QTY	PRICE	LABOR	PAINT
1		FRONT BUMPER				
2		O/H front bumper			2.5	
3		Repl Bumper cover	1	249.95	Incl.	2.4
4		Add for Clear Coat				1.0
Subtotals ==>				249.95	2.5	3.4

Parts		249.95
Body Labor	2.5 hrs @ \$ 32.00/hr	80.00
Paint Labor	3.4 hrs @ \$ 32.00/hr	108.80
Paint Supplies	3.4 hrs @ \$ 16.00/hr	54.40

SUBTOTAL		\$ 493.15
Sales Tax	\$ 493.15 @ 6.0000%	29.59

TOTAL COST OF REPAIRS		\$ 522.74
-----------------------	--	-----------

ADJUSTMENTS:

Deductible		0.00
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TOTAL ADJUSTMENTS		\$ 0.00
NET COST OF REPAIRS		\$ 522.74

765-8152

765-1788

12-27-99

Boyles

UNIBET | Reynolds and Reynolds | UNIBET

RENTER

LARRY & JOANNE BRUBAKER

ADDRESS

P.O. Box 105

CITY & STATE

CURWENSVILLE PA 16833

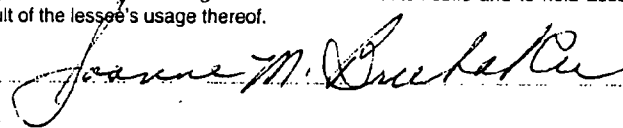
WILKINSON'S SUBARU

312 S. ST

CURWENSVILLE PA 16833

CAR RENTAL
AGREEMENT

24037

TIME IN	TIME OUT	DRIVER'S LICENSE NO.		STATE	EXPIRES	DATE	12-27-99 - 12-30-99	
LICENSE NO.	VEH. NO.	MAKE	BODY STYLE	I WILL RETURN CAR BY		RATE:		
PURCH. ORD. NO.	DATE OF AGREEMENT			DATE OUT BY	TIME IN BY	\$	PER	PLUS
CREDIT CARD								c PER MILE
OTHER REFERENCE						MILES @		
REMARKS						HOURS @		
						4 DAYS @ 20.00	80.00	
						WEEKS @		
						MONTHS @		
INSURANCE CO.		AGENT		POLICY NO.		PTA TAX 2.00 8.00		
GILIE INS		11-14-99-5-1400		8111404214N				
MILEAGE LIMITATION (SEE 4, ON REVERSE SIDE)								
MILE RADIUS		BY		LESSOR				
REQUEST FOR PERMISSION FOR PERSON OTHER THAN RENTER TO DRIVE								
I hereby request Lessor's permission to allow to drive this vehicle.				Driver's Lic. No.				
APPROVED BY LESSOR:		RENTER:						
The undersigned hereby acknowledges that the lessor is not providing any type of insurance protection or collecting any charges therefor. In consideration of the foregoing acknowledgment the undersigned agrees to pay for all loss and damage to the described automobile and to hold Lessor harmless from any liability as a result of the lessee's usage thereof.								
								
DRIVER'S ADDRESS								
CITY			STATE		PHONE			

TERMS ON REVERSE SIDE

• RENTALS CASH

DRIVE SAFELY

FORM SRA-22 (4-97)

Reynolds and Reynolds

Page : 1
Order#: 00333534
CURRENT Customer

CLFD AMERICAN HOMEPATIENT
23 N. SECOND ST.

Time: 14:22:11
Date: 02/18/1999

CLEARFIELD PA 16830
Phone: 814 765-5700

Name : SALE CASH
Address: ANYWHERE
Address:
City : PA
State : PA Zip: 16651

Delivery Date: 02/18/1999

Phone: 814 000-0000

INVOICE					
QTY DELIVER	QTY RETURN	PRODUCT	DESCRIPTION	TRAN TYPE	AMOUNT
1		8013	CUSHION LUMBAR BACK BLACK DUROMED 8013	SALE	17.20
		@	17.20 per EACH	TX	.00

CASH

SALES TAX: .00

P.O.#:

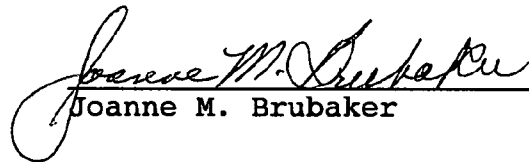
TOTAL: 17.20

Primary Insurance: CASH	I Coinsurance: SPC	I Invoice#
CASH SALE	I SELF PAY CO-INSURANCE	I 00594107

Salesman	I Del. By	I Ship	I Received or Returned By	I Customer Number
DAVE	I	I Truck		I 00000000011562

VERIFICATION

The undersigned verifies that she is a Plaintiff in the within action, and that the statements made in the foregoing Response to Request for Production of Documents to Plaintiffs are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Joanne M. Brubaker

Date: 7-21-00

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

:
:
:
:
:

No. 00-446-CD

-vs-

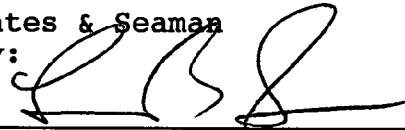
AIMEE LEIGH SHAFFER, Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 21 day of July, 2000, a true and correct copy of the Plaintiffs' Response to Request for Production of Documents Directed to Plaintiffs was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
husband and wife,
Plaintiffs

VS.

AIMEE LEIGH SHAFFER,
 Defendant

No. 00-446-CD

Type of Case: Civil

Type of Pleading: PLAINTIFF'S
SUPPLEMENTAL RESPONSE TO REQUEST FOR
PRODUCTION OF DOCUMENTS
CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

AUG 18 2000

William A. Prothro

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

:
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:
:

No. 00-446-CD

-vs-

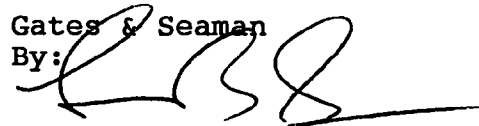
AIMEE LEIGH SHAFFER, Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of August, 2000,
a true and correct copy of the Plaintiffs' Supplemental Response
to Request for Production of Documents Directed to Plaintiffs was
sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs

FILED NO CC
10/3/11/2011
AUG 18 2000

William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

No. 00-446-CD

-vs-

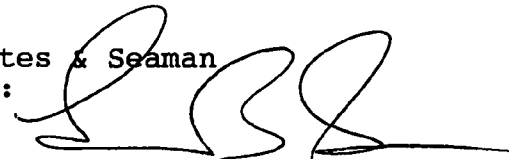
AIMEE LEIGH SHAFFER, Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of September, 2000, a true and correct copy of the Plaintiffs' Supplemental Response to Request for Production of Documents Directed to Plaintiffs was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By:


Laurance B. Seaman, Esquire
Attorney for Plaintiffs

FILED
NO
SEP 29 2000
cc
William A. Shaw
Prothonotary

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
husband and wife,
Plaintiffs

vs.

AIMEE LEIGH SHAFFER,
Defendant

No. 00-446-CD

Type of Case: Civil

Type of Pleading: PLAINTIFF'S 3rd
SUPPLEMENTAL RESPONSE TO REQUEST FOR
PRODUCTION OF DOCUMENTS
CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FBI

NOV 03 2000

William A. Chew
Pronotary

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

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No. 00-446-CD

-vs-

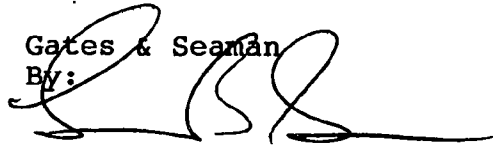
AIMEE LEIGH SHAFFER, Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of November, 2000,
a true and correct copy of the Plaintiffs' 3rd Supplemental
Response to Request for Production of Documents Directed to
Plaintiffs was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs

FILED

NOV 03 2000

0131057140cc

William A. Givens

Prothonotary

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER,
husband and wife,
Plaintiffs

AIMEE LEIGH SHAFFER,
 Defendant

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

NOV 16 2000

William A. Shaw
Prothonotary

20 C/c

ΕΚΕΤ

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

JOANNE M. BRUBAKER and
LARRY W. BRUBAKER, Plaintiffs

:
:
:
:
:

No. 00-446-CD


-vs-

AIMEE LEIGH SHAFFER, Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of November,
2000, a true and correct copy of the Plaintiffs' 4th
Supplemental Response to Request for Production of Documents
Directed to Plaintiffs was personally handed to:

Dennis J. Stofko, Esquire
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman
By: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 00-446-CD

BRUBAKER vs. SHAFFER

PLAINTIFFS' REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT

NO
DIO: 3/27/01
WRITEN /u/ S...
3/27/01

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

Shaw
ary

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

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00-446-CD
:
-vs- :
:
AIMEE LEIGH SHAFFER, Defendant :

PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS EDWARDS AND SHAFFER

TO: AIMEE LEIGH SHAFFER, Defendant
c/o Dennis J. Stofko, Esquire
R. THOMAS STRAYER LAW OFFICES
P. O. Box 5500
Johnstown, PA 15904-5500

You are hereby requested to produce in accordance with Rule 4009 of the Pennsylvania Rules of Civil Procedure the below listed documents and/or items. These documents can be photocopied and forwarded to the Office of Gates & Seaman, Two North Front Street, P. O. Box 846, Clearfield, Clearfield County, Pennsylvania 16830, within thirty (30) days of the date herein:

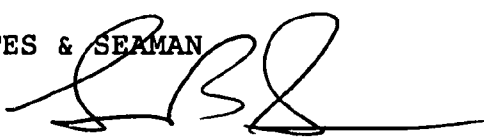
1. A complete copy of the insurance investigative file, including photocopies of all photographs.
2. Declaration Sheet for the Defendant's automotive insurance, showing existence and amount of insurance coverage on the insured vehicle operated by the Defendant at the time of the accident giving rise to this claim.

This request is deemed to be continuing insofar as if any of the requested documents and/or items are secured

subsequent to the date herein for the production of same, said documents and/or items are to be provided to Plaintiffs' counsel immediately upon the receipt of the same.

GATES & SEAMAN

By


Laurance B. Seaman, Esquire
Attorney for Plaintiffs

Date: November 29, 2000

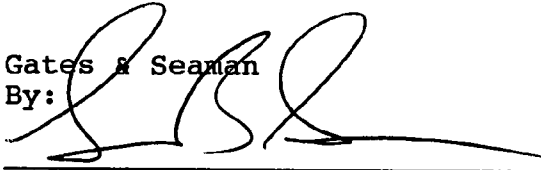
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

JOANNE M. BRUBAKER and :
LARRY W. BRUBAKER, Plaintiffs : No. 00-446-CD
:
-vs- :
:
AIMEE LEIGH SHAFFER, Defendant :

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of November, 2000, a true and correct copy of Plaintiffs' Request for Production of Documents Directed to Defendant was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
R. THOMAS STRAYER LAW OFFICES
P. O. Box 5500
Johnstown, PA 15904-5500

Gates & Seaman
By: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs

34 IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
JOANNE M. BRUBAKER and LARRY W. BRUBAKER, 64

Plaintiffs

14 vs.
AIMEE LEIGH SHAFFER,

No. 2000-446 CD

Defendant

PRAECIPE

Please mark the above captioned matter ended, settled and forever discontinued.

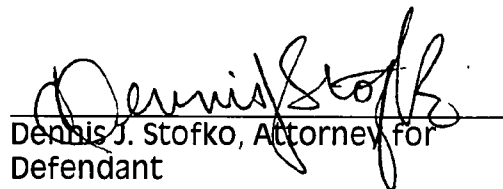


Laurance B. Seaman, Attorney for
Plaintiffs

FILED

MAY 23 2001

William A. Shaw
Prothonotary



Dennis J. Stofko, Attorney for
Defendant

FILED

MAY 23 2001

William A. Shaw
Prothonotary

Conf. Div.

to

att

copy to

~~SEE~~

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

CIVIL DIVISION

**Joanne M. Brubaker
Larry W. Brubaker**

**Vs.
Aimee Leigh Shaffer**

No. 2000-00446-CD

CERTIFICATE OF DISCONTINUATION

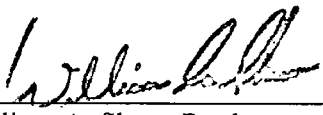
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on 5/24/01 marked:

Settle and Discontinue.

Record costs in the sum of \$111.33 have been paid in full by Laurance Seaman.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of May A.D. 2001.



William A. Shaw, Prothonotary