

01-81-0b.
STEVEN G. O'GARA -vs- FRED DIEHL MOTORS, INC. et al

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

STEVEN G. O'GARA
Plaintiff

VS.

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

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:
:
:
:

NO. 01- 81 -CD

JURY TRIAL DEMANDED

CASE NUMBER:

TYPE OF CASE: Civil

TYPE OF PLEADING: Complaint

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

JAN 17 2001

William A. Shaw
Prothonotary

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

STEVEN G. O'GARA
Plaintiff

VS.

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

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NO. 01- -CD

JURY TRIAL DEMANDED

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed 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 other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641, Ext. 5982

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

STEVEN G. O'GARA
Plaintiff

VS.

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

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NO. 01- -CD

JURY TRIAL DEMANDED

COMPLAINT

AND NOW, comes the Plaintiff, STEVEN G. O'GARA, by and through his attorney,
R. DENNING GEARHART, ESQUIRE, who files this Complaint and respectfully avers as
follows:

1. Plaintiff is STEVEN G. O'GARA, an individual residing at P. O. Box 127,
Curwensville, Pa., 16833.

2. Defendants are:

A. FRED DIEHL MOTORS, INC., a corporation authorized to do
business under the laws of the Commonwealth of Pennsylvania,
formerly having its principal place of business at Clearfield-
Curwensville Highway, Route 879 West, Clearfield, Pennsylvania,
16830; and now having its principal place of business at 113 Walton
Street, Philipsburg, Pennsylvania 16866; and

B. GENERAL MOTORS CORPORATION, a corporation authorized to
do business under the laws of the Commonwealth of Pennsylvania,
having its principal place of business at 3044 West Grand Boulevard,
Detroit, Michigan, 48202.

3. On April 10, 1999, at approximately 1:30 a.m., Plaintiff was the driver of a 1997 Chevrolet K-1500 pick-up truck.

4. Plaintiff was operating the vehicle on S.R. 4005 situated in Bloom Township, Clearfield County, Pennsylvania, and was driving in a careful and prudent manner.

5. The motor vehicle being operated by Plaintiff was proceeding north on S.R. 4005 which is an asphalt two lane highway approximately 18 ½ feet in width. At that time and place, the Chevrolet K-1500 pick-up truck malfunctioned with respect to its steering system and components so that Plaintiff, despite his best efforts, was unable to control the vehicle.

6. As a result of the steering system malfunction, the vehicle, despite the best efforts of Plaintiff, went out of control, spun approximately 105 degrees in a clockwise direction, left the road surface sliding sideways, and traveled approximately 80 feet. The vehicle rolled onto its left side and impacted a tree with the roof area and came to a final rest against a tree on its left side facing southeast.

COUNT I

STEPHEN G. O'GARA VS. FRED DIEHL MOTORS, INC.

7. Paragraphs 1 through 6 are incorporated herein by reference thereto.

8. Near the time and prior to the accident, the vehicle had been taken on at least two separate occasions to Fred Diehl Motors, Inc. to have the steering repaired. After the first attempt, the steering failed again and it was taken back to Fred Diehl Motors, Inc. The condition of the steering system remained substantially unchanged from the time of the second alleged repair by Fred Diehl Motors, Inc. to the time of the accident.

9. At the time of the accident, the steering system was in defective condition and unreasonably dangerous to the Plaintiff in that Fred Diehl Motors, Inc. failed to properly repair it.

10. In addition, General Motors Corporation had sent out a service bulletin to all of the General Motors dealers advising them that the vehicle which was being operated by Plaintiff had a defective steering system and advised its dealers to remove the bearing assembly and sensor from the steering column and to install a new system. Fred Diehl Motors, Inc. failed to comply with the service bulletin and correct this problem.

11. The injuries and damages hereinafter set forth were caused solely by and were the direct and proximate result of the negligence of Fred Diehl Motors, Inc. in any or all of the following respects:

- A. In failing to follow the instruction from General Motors Corporation in its service bulletin which specifically warned Fred Diehl Motors, Inc. of problems with the steering on the type of vehicle that was being operated by Plaintiff;
- B. By failing to repair the steering in the motor vehicle, it having been taken to Fred Diehl Motors, Inc. on two separate occasions prior to the accident specifically for steering problems;
- C. By failing to keep the vehicle in its possession until the defective condition of the steering had been fixed by Fred Diehl Motors, Inc.;
- D. In failing to properly inspect the truck and particularly the steering apparatus for functional defects;

- E. In failing to use due care to service the truck in a manner to permit its safe operation, and in particular, the safe operation of the steering mechanism for use of the truck on the highway;
- F. In failing to replace the steering sensor when it was brought in for repair, said Defendant having been made aware by General Motors Corporation through its technical service bulletin that there was a defective steering sensor.

12. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries which are of a serious and permanent nature, including injuries to the bones, muscles, tissues and ligaments of Plaintiff and including internal injuries, shock and injury to the nerves and nervous system, and other severe and serious injuries.

13. As a result of the injuries as aforesaid, Plaintiff has sustained the following damages:

- A. Said Plaintiff has been and will be required to receive and undergo medical attention and care;
- B. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;
- C. Said Plaintiff has been or will be required to expend large sums of money for surgical and medical attention, hospitalization, medical supplies, surgical appliances, medicines and attendant services;
- D. Said Plaintiff has been and will be deprived of earnings;
- E. Said Plaintiff's earning capacity has been reduced and permanently impaired;

F. Said Plaintiff has been disfigured;

G. Said Plaintiff's general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of \$20,000.00.

COUNT II

STEPHEN G. O'GARA VS. GENERAL MOTORS CORPORATION

14. Paragraphs 1 through 13 are incorporated herein by reference thereto.

15. Fred Diehl Motors, Inc. is a domestic corporation authorized to do business under the laws of the Commonwealth of Pennsylvania and engaged in the business of selling and servicing automobiles and trucks manufactured by Defendant General Motors Corporation.

16. Plaintiff was the driver of a motor vehicle manufactured by Defendant and which had been purchased from Fred Diehl Motors, Inc., one of the dealers acting for General Motors Corporation.

17. As set out above, on April 10, 1999, at approximately 1:30 a.m., the steering apparatus of the truck driven carefully by Plaintiff, suddenly ceased to function properly as a result of which Plaintiff was unable to control the movements of the truck which, by the force of gravity, went out of control, spun approximately 105 degrees in a clockwise direction, left the road surface sliding sideways, and traveled approximately 80 feet. The

vehicle rolled onto its left side and impacted a tree with the roof area and came to a final rest against the tree on its left side facing southeast.

18. The failure of the steering apparatus of the truck and the accident incident to that failure as described above were not caused in any way by Plaintiff's fault, carelessness or negligence.

19. Defendant, General Motors Corporation, was negligent and reckless in the following respects:

- A. In failing to use due care in the manufacture of the truck;
- B. In failing to use proper materials reasonably suited to the manufacture of a steering mechanism reasonably safe for operation of the truck;
- C. In failing to use due care to test and inspect the steering apparatus of the truck or its durability and functionability for the purpose for which it was intended;
- D. In failing to properly communicate to its dealers the fact that there was a defective steering sensor mechanism installed on the vehicle prior to placing it in the stream of commerce.

20. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries which are of a serious and permanent nature, including injuries to the bones, muscles, tissues and ligaments of Plaintiff and including internal injuries, shock and injury to the nerves and nervous system, and other severe and serious injuries.

21. As a result of the injuries as aforesaid, Plaintiff has sustained the following damages:

- A. Said Plaintiff has been and will be required to receive and undergo medical attention and care;
- B. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;
- C. Said Plaintiff has been or will be required to expend large sums of money for surgical and medical attention, hospitalization, medical supplies, surgical appliances, medicines and attendant services;
- D. Said Plaintiff has been and will be deprived of earnings;
- E. Said Plaintiff's earning capacity has been reduced and permanently impaired;
- F. Said Plaintiff has been disfigured;
- G. Said Plaintiff's general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of \$20,000.00.

COUNT III

STEPHEN G. O'GARA VS. GENERAL MOTORS CORPORATION

- BREACH OF WARRANTY

22. Plaintiff incorporates paragraphs 1 through 21 herein and makes the same a part of this cause of action.

23. When the truck was purchased, Defendant warranted that the truck was of good and merchantable quality; that it was fit for use in traveling on the highways at various speeds; and that the various components of the truck and in particular, the steering mechanism or apparatus, were manufactured of good and merchantable materials; that it was properly assembled, inspected, and tested; and that it was not made of defective parts or materials.

24. Defendant breached the warranties alleged above in the following respects:

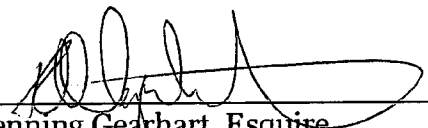
- A. The truck was not fit for the purpose for which was sold or purchased;
- B. The truck was not made of good and merchantable materials;
- C. The truck contained defective and improperly manufactured and assembled parts;
- D. The truck contained a defective and dangerously malfunctioning steering mechanism or apparatus;
- E. The truck was not suitable or capable of performing the function for which it was intended;
- F. The truck was not properly inspected, tested or serviced;
- G. The truck and its various parts were not as represented to the purchaser;
- H. Defendant manufactured the vehicle with a defective steering sensor mechanism.

25. As a direct result of the breaches of warranty by the Defendant as alleged above, Plaintiff was injured in the motor vehicle accident as described above and in the

future will continue to suffer great physical pain and mental anguish by reason of the injuries and the treatment of them, all to his damage.

26. Notice was given to Defendant of the breach of the warranties by taking the vehicle to its agent, Fred Diehl Motors, Inc., on at least two occasions to have the steering repaired and/or replaced and the agent of General Motors Corporation, Fred Diehl Motors, Inc., failed to do so.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of \$20,000.00.



R. Denning Gearhart, Esquire
Attorney for Plaintiff


COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

AFFIDAVIT

Before me, the undersigned officer, personally appeared, STEVEN G. O'GARA who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information, and belief.


STEVEN G. O'GARA

Sworn to and subscribed
before me this 12th day
of January, 2001.


Notary Public

Notarial Seal
Jennifer A. Cutler, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 17, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA (CIVIL DIVISION) NO. 01- -CD	
STEVEN G. O'GARA, Plaintiff VS. FRED DIEHL MOTORS, INC., et al, Defendants	
COMPLAINT	
<div>FILED</div> <div>JAN 13 2001 071143/att William A. Shaw Prothonotary</div> <div>pd. 80.00 3cc atty Gearhart</div>	
R. DENNING GEARHART ATTORNEY AT LAW CLEARFIELD, PA. 16830	

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10629

O'GARA, STEVEN G.

01-81-CD

VS.

FRED DIEHL MOTORS, INC. and GENERAL MOTORS CORP.

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 29, 2001 AT 10:23 AM EST SERVED THE WITHIN COMPLAINT ON
FRED DIEHL MOTORS, INC., DEFENDANT AT EMPLOYMENT, KEN LONG MOTORS,
CHESTER HILL, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING FRED DIEHL, A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
27.18	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

2nd Day Of February 2001

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

FEB 02 2001

01:10 pm
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

CIVIL ACTION - LAW

Plaintiff,

No.: 01 - 81 - CD

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

PRAECIPE FOR APPEARANCE

Defendants.

Filed on behalf of:
DEFENDANT,
FRED DIEHL MOTORS, INC.

Counsel of Record for this party:
JEFFREY A. RAMALEY, ESQUIRE
Pa. I.D. #41559

**ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

FILED

FEB 12 2001

m/12:30/m
William A. Shaw
Prothonotary

1 SENT TO ATTORNEY

WAS
KES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

CIVIL ACTION - LAW

Plaintiff,

No.: 01 - 81 - CD

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

PRAECIPE FOR APPEARANCE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY

Kindly enter my appearance on behalf of the DEFENDANT, FRED DIEHL
MOTORS, INC. in the civil action listed above.

Respectfully submitted,

ZIMMER KUNZ, P.L.L.C.

By 

JEFFREY A. RAMALEY, ESQUIRE

Attorney for Defendant,
Fred Diehl Motors, Inc.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within PRAECIPE FOR
APPEARANCE was forwarded to counsel below named by United States Mail on the 6th
day of Feb., 2001:

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830
(Attorney for Plaintiff)

Julie Fields Sweeney, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
(Attorney for Defendants, General Motors Corporation)

ZIMMER KUNZ, P.L.L.C.

By 

JEFFREY A. RAMALEY, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

Plaintiff,

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

CIVIL ACTION - LAW

No.: 01 - 81 - CD

**ANSWER, NEW MATTER AND NEW
MATTER UNDER RULE 2252(d)**

Filed on behalf of:
DEFENDANT,
FRED DIEHL MOTORS, INC.

Counsel of Record for this party:
JEFFREY A. RAMALEY, ESQUIRE
Pa. I.D. #41559

FILED

FEB 23 2001

William A. Shaw
Prothonotary

**ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

CIVIL ACTION - LAW

Plaintiff,

No.: 01 - 81 - CD

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

ANSWER, NEW MATTER AND NEW MATTER UNDER RULE 2252(d)

Defendant, FRED DIEHL MOTORS, INC., by its attorneys, ZIMMER KUNZ, P.L.L.C. files the following Answer, New Matter and New Matter Under Rule 2252(d) and, in support thereof, avers as follows:

1. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraphs 1, 3, 4, and 13 of Plaintiff's Complaint and, as such, same are deemed to be denied and strict proof thereof is demanded.

2. The averments contained in paragraph 2 of Plaintiff's Complaint are admitted, except that it is alleged that Fred Diehl Motors, Inc. is no longer in business.

3. The allegations contained in paragraphs 5, 6, 9 and 11 of Plaintiff's Complaint are denied.

4. In response to paragraph 7 of Plaintiff's Complaint, which incorporates the preceding paragraphs of said Complaint, Defendant, in response thereto, incorporates herein by reference as if set forth at length the averments contained in this pleading.

5. The averments contained in paragraph 8 of Plaintiff's Complaint are admitted in part and denied in part. It is admitted that the vehicle in question was repaired by this Defendant prior to the accident in question. All other averments contained in paragraph 8 of Plaintiff's Complaint are specifically denied.

6. The averments contained in paragraph 10 of Plaintiff's Complaint are admitted in part and denied in part. It is admitted that General Motors issued a service bulletin concerning the motor vehicle in question. All other averments contained in paragraph 10 of Plaintiff's Complaint are denied.

7. The allegations of negligence contained in paragraph 12 of Plaintiff's Complaint are denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining averments in the aforementioned paragraphs of Plaintiff's Complaint and, as such, same are deemed to be denied and strict proof thereof is demanded.

8. In response to paragraphs 14 through 26 of Plaintiff's Complaint, no response is required on behalf of this Defendant in that said allegations are directed to a party other than this Defendant. In the event it is determined a response is required to these allegations, Defendant incorporates herein by reference as if set forth at length the averments contained in this answer.

WHEREFORE, Defendant requests that judgment be entered in its behalf and against all other parties.

NEW MATTER

9. If it is determined through discovery in this matter that the Plaintiff elected and/or is deemed to have elected the limited tort option under §1705 of the Pennsylvania Motor Vehicle Financial Responsibility Law, then Defendant reserve the right to plead that the Plaintiff is barred from making any claims other than for "economic damages" as that term is defined under §1705.

10. Plaintiff is barred from pleading, proving and/or recovering the amount of any benefits paid or payable as set forth in §§1719 and 1722 of the Pennsylvania Motor Vehicle Financial Responsibility Law.

11. In the event that it is determined that Plaintiff suffered injuries and damages, which is specifically denied by this Defendant, then same were a sole and proximate result of the negligent conduct of Steven Gerard O'Gara for his negligent operation of the motor vehicle in question.

WHEREFORE, Defendant requests that judgment be entered in its behalf and against all other parties.

NEW MATTER UNDER RULE 2252(d)

12. In the event that it is determined that Plaintiff suffered injuries and damages, then Defendant sets forth herein its claim for contribution, indemnity, sole liability and/or liability over as to the Co-defendant. Further, attached hereto and marked as Exhibit "A" is a true and correct copy of an excerpt of a written agreement between the Defendants

whereunder General Motors Corporation agreed to indemnify this Defendant and assume its defense.

WHEREFORE, Defendant requests that judgment be entered in its behalf and against all other parties to this action.

Respectfully submitted,

ZIMMER KUNZ, P.L.L.C.

By 

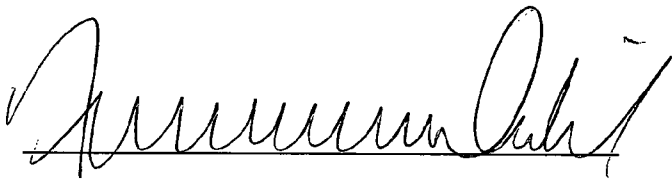
JEFFREY A. RAMALEY, ESQUIRE
Attorney for Defendant,
FRED DIEHL MOTORS, INC

VERIFICATION

I, FRED DIEHL, in his capacity as PRESIDENT for
FRED DIEHL MOTORS, INC., have read the foregoing ANSWER, NEW MATTER AND
NEW MATTER 2252(d). The statements contained therein are true and correct to the best of
my personal knowledge, information and belief.

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

DATE: 2/12/01

A handwritten signature in cursive script, appearing to read "Fred Diehl", written over a horizontal line.

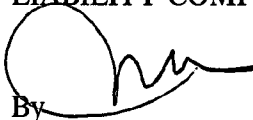
CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within ANSWER, NEW
MATTER AND NEW MATTER 2252(D) was forwarded to counsel below named by United
States Mail on the 21st day of Feb., 2001:

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830
(Attorney for Plaintiff)

Julie Fields Sweeney, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
(Attorney for Defendants, General Motors Corporation)

ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY

By 

JEFFREY A. RAMALEY, ESQUIRE

FILED

FEB 23 2001

MILLER

William A. Shaw

Prothonotary

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

STEVEN G. O'GARA,
Plaintiff

VS.

NO. 01-81-CD

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

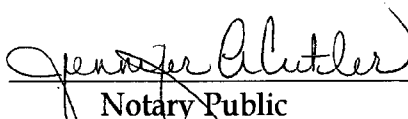
R. Denning Gearhart, Esquire, the attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, return receipt requested, a true and correct copy of the Complaint filed in the above action, to the Defendant, General Motors Corporation, at 3044 W. Grand Boulevard, Detroit, Michigan 38202 as evidenced by the signed receipt attached hereto as Exhibit 'A'.


R. Denning Gearhart, Esquire
Attorney for Plaintiff

Sworn to and Subscribed

before me this 25th day

of April, 2001.


Notary Public

Notarial Seal
Jennifer A. Cutler, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 17, 2003

FILED

APR 25 2001

William A. Shaw
Prothonotary

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

General Motors Corp.
Attn: Admin/Legal Dept.
3044 W. Grand Boulevard
Detroit, Michigan
48202

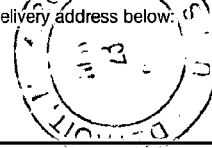
2. Article Number (Conv from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Ann Lowe 4/23/81

C. Signature

X  ☐ Agent ☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

58 9427

102595-00-M-0952

Exhibit 'A'

FILED

APR 25 2001

William A. Shaw
William A. Shaw
Prothonotary
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT D. HOLLAND,
Plaintiff,

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants,
and

STEVEN GERALD O'GARA,
Additional Defendant.

STEVEN G. O'GARA,
Plaintiff,

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants.

CIVIL ACTION - LAW

No.: 00 - 905 CD

CIVIL ACTION - LAW

No.: 01 - 81 - CD

MOTION TO CONSOLIDATE

Filed on behalf of:
DEFENDANT, FRED DIEHL MOTORS, INC

Counsel of Record for this party:
JEFFREY A. RAMALEY, ESQUIRE
Pa. I.D. #41559

JOSEPH F. BUTCHER, ESQUIRE
Pa. I.D. #86464

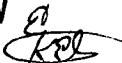
ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY

Firm #920
3300 USX Tower
Pittsburgh, PA 15219
(412) 281-8000

FILED

APR 25 2001

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT D. HOLLAND,
Plaintiff,

CIVIL ACTION - LAW

v.

No.: 00 - 905 CD

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants,
and

STEVEN GERALD O'GARA,
Additional Defendant.

CIVIL ACTION - LAW

STEVEN G. O'GARA,
Plaintiff,

No.: 01 - 81 - CD

v.

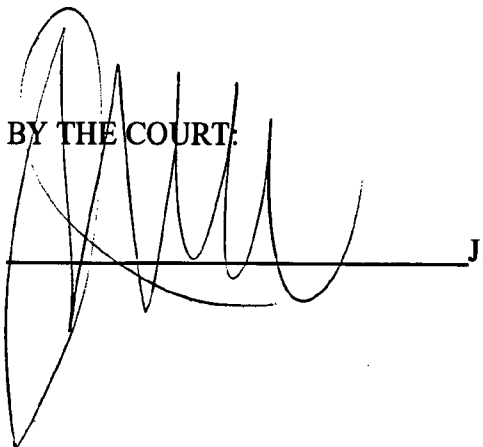
FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants.

ORDER OF COURT

AND NOW this 26th day of April, 2001, IT IS

HEREBY ORDERED that the two civil actions listed above are hereby consolidated for the
purposes of discovery and trial.

BY THE COURT:



J.

Consolidated
to 00-905-CD?

FILED

APR 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEVEN G. O'GARA

Plaintiff,

vs.

FRED DIEHL MOTORS, INC.
and GENERAL MOTORS
CORPORATION,

Defendants.

CIVIL DIVISION

No. 01-81-CD

PRAECIPE FOR APPEARANCE

Filed on Behalf of Defendant,
General Motors Corporation

Counsel of Record for This Party:

Thomas J. Sweeney, Esq.
Pa. I.D. #34615

Julie F. Sweeney, Esq.
Pa. I.D. #47040

ECKERT SEAMANS CHERIN & MELLOTT LLC
Firm #075
44th Floor – 600 Grant Street
Pittsburgh, PA 15219
412-566-6000

JURY TRIAL DEMANDED

FILED

MAY 18 2001

m/b/12/1/rocc

William A. Shaw
Prothonotary

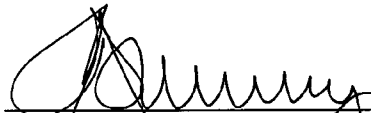
[Signature]

PRAECIPE FOR APPEARANCE

TO: Prothonotary

Kindly enter the appearance of Thomas J. Sweeney, Esquire and Julie F. Sweeney, Esquire and Eckert Semans Cherin & Mellott, LLC, on behalf of defendant, General Motors Corporation, in the above case.

ECKERT SEAMANS CHERIN & MELLOTT, LLC



Thomas J. Sweeney, Esq.
Julie F. Sweeney, Esq.

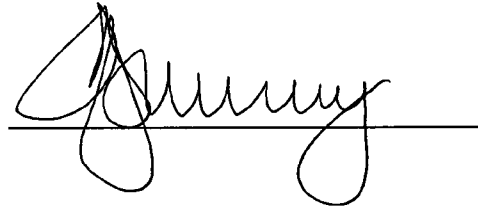
44th Floor – 600 Grant Street
Pittsburgh, PA 15219

Attorneys for Defendant,
General Motors Corporation

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PRAECIPE
FOR APPEARANCE was served on counsel of record by U.S. First Class Mail,
postage prepaid, this 16th day of May, 2001, addressed as follows:

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, PA 16830



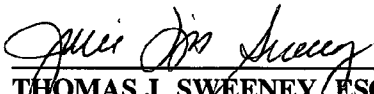
J0548761

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEVEN G. O'GARA	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 01-81-CD
)	
vs.	)	ANSWER, NEW MATTER AND NEW
	)	MATTER PURSUANT TO PA. R.C.P. 2252(D)
)	
FRED DIEHL MOTORS, INC.	)	Filed on Behalf of Defendant,
and GENERAL MOTORS	)	General Motors Corporation
CORPORATION,)	
	)	Counsel of Record for This Party:
Defendants.)	
	)	Thomas J. Sweeney, Esq.
	)	Pa. I.D. #34615
)	
	)	Julie F. Sweeney, Esq.
	)	Pa. I.D. #47040
)	
	)	ECKERT SEAMANS CHERIN &
	)	MELLOTT LLC
	)	Firm #075
	)	44 th Floor – 600 Grant Street
	)	Pittsburgh, PA 15219
	)	412-566-6000
)	
	)	<u>JURY TRIAL DEMANDED</u>

TO ALL PARTIES:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
WITHIN ANSWER, NEW MATTER AND NEW MATTER
PURSUANT TO 2252(D) WITHIN TWENTY (20) DAYS
AFTER SERVICE OR A DEFAULT JUDGMENT MAY BE
ENTERED AGAINST YOU.



THOMAS J. SWEENEY, ESQUIRE
JULIE FIELDS SWEENEY, ESQUIRE

FILED

MAY 31 2001
m/231/noce
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEVEN G. O'GARA	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 01-81-CD
)	
vs.)	
)	
FRED DIEHL MOTORS, INC.)	
and GENERAL MOTORS)	
CORPORATION,)	
)	
Defendants.)	

ANSWER, NEW MATTER AND NEW MATTER PURSUANT TO PA. R.C.P. 2252(D)
ON BEHALF OF DEFENDANT, GENERAL MOTORS CORPORATION

AND NOW, comes the defendant GENERAL MOTORS CORPORATION, ("General Motors"), by its attorneys, Thomas J. Sweeney, Esquire, Julie Fields Sweeney, Esquire and Eckert Seamans Cherin & Mellott, LLC, and files the within Answer, New Matter and New Matter Pursuant to Pa. R.C.P. 2252(d) in response to plaintiff's Complaint, averring as follows:

ANSWER

1. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial.

2. Paragraph 2(A) of plaintiff's Complaint is directed to a defendant other than General Motors and thus, requires no response by General Motors. As to the allegations set forth at paragraph 2(B), said allegations are denied as stated. Rather, it is averred that General Motors is incorporated under the laws of the State of Delaware and has its principal place of business at 300 Renaissance Center Detroit, Michigan 48265-300. General Motors is

authorized to conduct business in the Commonwealth of Pennsylvania. Any allegation to the contrary is specifically denied and strict proof thereof is demanded at the time of trial.

3. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 3 of plaintiff's Complaint, the same being specifically denied and strict proof thereof is demanded at the time of trial.

4. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of plaintiff's Complaint, the same being specifically denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that the 1997 Chevrolet K-1500 pick-up truck ("subject vehicle") was being operated in a careful and prudent manner at the time of the accident. Rather, it is averred that at the time of the events set forth in plaintiff's Complaint, the subject vehicle was being operated in a reckless and careless manner.

5. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of plaintiff's Complaint, the same being specifically denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that an alleged malfunction of the steering system and/or components of the subject vehicle caused any accident as set forth in plaintiff's Complaint and strict proof of said allegations are demanded at the time of trial. Rather, it is averred that the alleged accident and any alleged resultant injuries and damages were caused solely and proximately by the negligence of the operator of the vehicle and/or by the negligent maintenance

of the subject vehicle by the owner of the subject vehicle prior to and at the time of this alleged incident.

6. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 6 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that an alleged malfunction of the steering system and/or components of the subject vehicle caused any accident as set forth in plaintiff's Complaint and strict proof thereof is demanded at the time of trial. Rather, it is averred that the alleged accident and alleged resultant injuries and damages were caused solely and proximately by the negligence of the operator of the vehicle and/or by the negligent maintenance of the subject vehicle by the owner of the subject vehicle prior to and at the time of this alleged incident.

COUNT I

STEPHEN G. O'GARA V. FRED DIEHL MOTORS, INC.

7. Defendant, General Motors Corporation, incorporates by reference its answers to paragraphs 1 through 6 of plaintiff's Complaint as though more fully set forth at length herein.

8. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 8 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial. By way of further response, this defendant incorporates by reference its answer to paragraph 5 of plaintiff's Complaint as though more fully set forth at length herein.

9. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 9 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that an alleged malfunction of the steering system and/or components of the subject vehicle caused any accident as set forth in plaintiff's Complaint and strict proof thereof is demanded at the time of trial. By way of further response, this defendant incorporates by reference its answer to paragraph 5 of plaintiff's Complaint as though more fully set forth at length herein.

10. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 10, of plaintiff's Complaint, as the plaintiff fails to allege sufficient facts for General Motors to identify the alleged service bulletin allegedly sent to all General Motors dealers. Therefore, said allegations are denied and strict proof thereof is demanded at the time of trial. Further, it is denied that defendant General Motors sent any service bulletin to any alleged General Motors dealer dealing specifically with the vehicle identified in plaintiff's Complaint.

11. The allegations set forth in paragraph 11 and subparagraphs thereunder of plaintiff's Complaint are directed to a defendant other than General Motors and thus, require no response from this answering defendant. To the extent that a response is deemed to be required, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 11 and subparagraphs thereunder of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial.

12. The allegations set forth in paragraph 12 of plaintiff's Complaint are directed to a defendant other than General Motors and thus, require no response from this answering defendant. To the extent that a response is deemed to be required, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 of plaintiff's Complaint relating to plaintiff's alleged injuries, the same being denied and strict proof thereof is demanded at the time of trial. By way of further response, this defendant incorporates by reference its answer to paragraph 5 of plaintiff's Complaint as though more fully set forth at length herein.

13. The allegations set forth in paragraph 13 and subparagraphs thereunder of plaintiff's Complaint are directed to a defendant other than General Motors and thus, require no response from this answering defendant. To the extent that a response is deemed to be required, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 and subparagraphs thereunder of plaintiff's Complaint relating to plaintiff's alleged damages, the same being denied and strict proof thereof is demanded at the time of trial. By way of further response, this defendant incorporates by reference its answer to paragraph 5 of plaintiff's Complaint as though more fully set forth at length herein.

WHEREFORE, defendant, GENERAL MOTORS CORPORATION, denies any and all liability to the plaintiff and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

COUNT II

STEPHEN G. O'GARA V. GENERAL MOTORS CORPORATION

14. Defendant, General Motors Corporation, incorporates by reference its answers to paragraphs 1 through 13 of plaintiff's Complaint as though more fully set forth at length herein.

15. Paragraph 15 of plaintiff's Complaint is denied as stated. It is averred that General Motors is a domestic corporation authorized to do business in the Commonwealth of Pennsylvania and is engaged in the business of, among other things, designing, manufacturing in part, and selling motor vehicles, including Chevrolet K1500 pick-up trucks. Any allegation to the contrary is specifically denied and strict proof thereof is demanded at the time of trial.

16. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 of plaintiff's Complaint regarding whether the plaintiff was a driver in the subject vehicle allegedly manufactured by General Motors and allegedly purchased from Fred Diehl Motors, Inc., the same being specifically denied and strict proof thereof is demanded at the time of trial. Based upon information and belief, it is averred that the plaintiff or Robert Holland may have been operating the subject vehicle at the time of the subject accident. Further, it is denied as stated that Fred Diehl Motors was allegedly one of the dealers acting for General Motors. Rather, it is averred that Fred Diehl Motors is a dealer authorized to sell and service certain of General Motors' automobiles and trucks.

17. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations as to the time, place, and date of the accident as set forth in paragraph 17 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that an alleged malfunction of the steering system and/or components of the subject vehicle caused any accident as set forth in plaintiff's Complaint and strict proof thereof is demanded at the time of trial. Rather, it is averred that the alleged accident and alleged resultant injuries and damages were caused solely and proximately by the negligence of the operator of the vehicle and/or by the owner's own negligent maintenance of the subject vehicle prior to and at the time of this alleged incident.

18. The allegations set forth in paragraph 18 of plaintiff's Complaint are specifically denied and strict proof thereof is demanded at the time of trial. By way of further response, this defendant incorporates by reference its answers to paragraphs 16 and 17 of plaintiff's Complaint as though more fully set forth at length herein.

19. The allegations set forth in paragraph 19 and subparagraphs thereunder of plaintiff's Complaint are specifically denied and strict proof thereof is demanded at the time of trial. On the contrary, it is averred that at all times relevant hereto, General Motors exercised reasonable care in the manner in which it manufactured, tested, and/or inspected the subject vehicle and/or communicated to its authorized dealers. Further, it is averred that the subject vehicle was designed, manufactured and sold in a condition fit for its intended and foreseeable use. By way of further response, General Motors incorporates by reference its answers to paragraphs 16 and 17 of plaintiff's Complaint as though more fully set forth at length herein.

20. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 20 of plaintiff's Complaint as to the alleged injuries sustained by the plaintiff, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that any alleged injuries were caused by any alleged negligence of this defendant and strict proof thereof is demanded at the time of trial. By way of further response, General Motors incorporates by reference its answers to paragraphs 16, 17 and 19 of plaintiff's Complaint as though more fully set forth at length herein.

21. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 21 of plaintiff's Complaint as to the alleged damages sustained by the plaintiff, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that any alleged damages were caused by any alleged negligence of this defendant and strict proof thereof is demanded at the time of trial. By way of further response, General Motors incorporates by reference its answers to paragraphs 16, 17 and 19 of plaintiff's Complaint as though more fully set forth at length herein.

WHEREFORE, defendant, GENERAL MOTORS CORPORATION, denies any and all liability to the plaintiff and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

COUNT III

STEPHEN G. O'GARA V. GENERAL MOTORS CORPORATION -
BREACH OF WARRANTY

22. Defendant, General Motors Corporation, incorporates by reference its answers to paragraphs 1 through 21 of plaintiff's Complaint as though more fully set forth at length herein.

23. The allegations set forth in paragraph 23 of plaintiff's Complaint state conclusions of law to which no response is required. To the extent that a response is deemed to be required, said allegations are specifically denied and strict proof thereof is demanded at the time of trial. To the contrary, it is averred that any vehicle designed, manufactured and/or sold by General Motors was of good, merchantable quality and fit for its intended and foreseeable purpose and use. Further, the express warranties contained in the New Vehicle Warranty Booklet are exclusive and were given in lieu of all other warranties, either express or implied. It is specifically denied that General Motors breached any warranties whatsoever. To the contrary, General Motors complied with the terms and conditions of any and all warranties applicable to this claim.

24. The allegations set forth in paragraph 24 and subparagraphs thereunder of plaintiff's Complaint are specifically denied and strict proof thereof is demanded at the time of trial. By way of further response, General Motors incorporates by reference its answer to paragraph 23 of plaintiff's Complaint as though more fully set forth at length herein.

25. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 25 of plaintiff's Complaint as to the alleged injuries sustained by the plaintiff, the same being denied and strict proof thereof is demanded at the time of trial. Further, it is specifically denied that any alleged

injuries were caused by any alleged breach of warranty by this defendant and strict proof thereof is demanded at the time of trial. By way of further response, General Motors incorporates by reference its answer to paragraph 23 of plaintiff's Complaint as though more fully set forth at length herein.

26. The allegations set forth in paragraph 26 of plaintiff's Complaint state conclusions of law to which no response is required. To the extent that a response is deemed to be required, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 26 of plaintiff's Complaint, the same being denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, defendant, GENERAL MOTORS CORPORATION, denies any and all liability to the plaintiff and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

NEW MATTER

27. The allegations in plaintiff's Complaint fail to state a cause of action for which relief may be granted. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

28. The allegations and/or claims contained in plaintiff's Complaint are barred in whole or in part by the applicable statute of limitations. Therefore, plaintiff is not entitled to recover against General Motors in this action.

29. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the misuse and/or abuse of the subject vehicle by the plaintiff and/or others whom this defendant does not control and/or over whom this defendant has no right to

control. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

30. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the subsequent modification of the vehicle by the plaintiff and/or others whom this defendant does not control and/or over whom this defendant has no right to control. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

31. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the intervening or superseding conduct of persons and/or entities that may or may not be parties to this suit and whom this defendant does not control and/or over whom this defendant has no right to control. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

32. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the assumption of risk by the plaintiff. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

33. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the negligence of the operator of the vehicle at the time of the accident and not as the result of any alleged negligence and/or design defect and/or breach of warranty by General Motors. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

34. Based upon information and belief, General Motors avers that the driver of the subject vehicle at the time of the accident may have been Robert Holland and not the plaintiff, Steven O'Gara as alleged in plaintiff's Complaint.

35. The injuries and/or damages allegedly sustained by the plaintiff as alleged in his Complaint are due to the intoxication of the driver of the subject vehicle and not as a result of any alleged negligence and/or design defect and/or breach of warranty by General Motors. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

36. At all times relevant hereto, defendant, General Motors, acted properly and with due care in the manufacture, testing and inspecting of the subject vehicle. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

37. At all times relevant hereto, any vehicle designed, manufactured and/or sold by General Motors was of good merchantable quality and safe for its intended use. Therefore, the plaintiff is not entitled to recover against General Motors in this action.

38. The sole cause of this accident and all of the injuries and damages allegedly sustained by the plaintiff, was the negligent operation of the vehicle by the driver, generally and in the following particulars:

- (a) In failing to properly maintain proper control of the subject vehicle;
- (b) In operating the subject vehicle while intoxicated;
- (c) In operating the vehicle at a high, dangerous and reckless speed under the circumstances;
- (d) In failing to maintain a sharp lookout of the road and the surrounding traffic conditions;
- (e) In being inattentive to the conditions which existed at the time of the accident;
- (f) In failing to operate the brakes in such a manner so that the vehicle could be stopped in time to avoid hitting a tree;

- (g) In driving without a valid driver's license; and
- (h) In violating the various statutes and municipal ordinances pertaining to the safe operation of a motor vehicle on a public thoroughfare under the circumstances, including a violation of Pennsylvania Motor Vehicle Code Section 3361, by driving the vehicle at an unsafe speed.

39. General Motors raises the Comparative Negligence Act as a complete and/or partial defense to some or all of the plaintiff's claims for injuries and damages.

40. There exists no proximate cause between any of the alleged injuries or damages suffered by the plaintiff and any alleged act or omission on the part of General Motors, in that the plaintiff's alleged injuries and damages were solely the result of the acts, omissions and/or conduct of other persons, including but not limited to the plaintiff, or entities over which General Motors exercised no control and/or right of control.

41. Either the plaintiff, Steven O'Gara or Robert Holland operated the subject vehicle while legally intoxicated or after having consumed sufficient quantities of alcohol so as to have impaired his ability to safely operate the subject vehicle at the time of the alleged incident. The negligent operation of the subject vehicle while impaired was the sole cause of the accident and the sole cause of, or a substantial contributing factor in causing, the injuries and damages which allegedly led to plaintiff's alleged injuries and damages, thereby barring or proportionately reducing the amount of plaintiff's recovery, if any, against General Motors.

42. On November 7, 1988, the Pennsylvania Supreme Court amended Pennsylvania Rule of Civil Procedure No. 238 ("Rule 238") with an immediate effective date. Rule 238, on its face and as implied, is violative of the Due Process and Equal Protection clauses of the Fourteenth Amendment of the United States Constitution; 42 U.S.C.A. §1983 of the Civil

Rights Acts; Article I, Section 1,6,11, 26; and Article IV, Section 10c of the Pennsylvania Constitution, and imposes a chilling factor on the answering defendant's exercise of its constitutional rights. If there is a judicial determination that Rule 238 is constitutional, then liability for an interest imposed by the Rule must be suspended during the period of time that plaintiff failed to convey to defendant a settlement demand figure; delays in responding to interrogatories; delays in responding to requests for production of documents; delays in producing the plaintiff for a physical exam; delays in responding to any other discovery request made by defendant, and as a result of any delay, plaintiff should be estopped from obtaining interest because of any violation of the discovery rules.

WHEREFORE, defendant, GENERAL MOTORS CORPORATION, denies any and all liability to the plaintiff and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

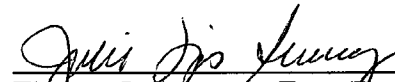
NEW MATTER PURSUANT TO 2252(D)

43 General Motors denies that the plaintiff is entitled to recover for any of the claims asserted in his Complaint. However, to the extent that the plaintiff is found to be entitled to recover for any of his alleged injuries and damages, the same being denied, General Motors asserts that defendant, Fred Diehl Motors, Inc., is solely liable to the plaintiff and/or jointly and/or severally liable and/or liable over to General Motors for indemnification and/or contribution for said alleged injuries and damages.

WHEREFORE, defendant, GENERAL MOTORS CORPORATION, denies any and all liability to the plaintiff and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

ECKERT SEAMANS CHERIN & MELLOTT, LLC



Thomas J. Sweeney, Esq. (Pa. I.D. #34615)

Julie Fields Sweeney, Esq. (Pa. I.D. #47040)

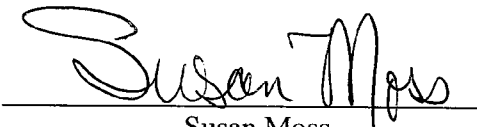
USX[®] Tower
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

Attorneys for Defendant,
General Motors Corporation

VERIFICATION

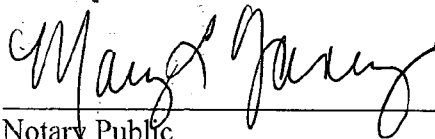
STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

SUSAN MOSS says that she is authorized by General Motors Corporation under applicable law and rules to verify and does verify ANSWER, NEW MATTER AND NEW MATTER PURSUANT TO PA. R.C.P. 2252(D) on behalf of General Motors Corporation.



Susan Moss
Authorized Agent

Sworn to and subscribed before
me this 18th day of May, 2001



Notary Public

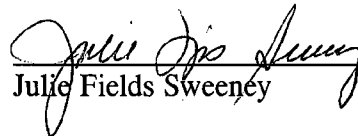
MARY L. YANCY
Notary Public, Wayne County, MI
My Commission Expires Feb. 3, 2003

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing ANSWER, NEW MATTER and NEW MATTER PURSUANT TO PA. R.C.P. 2252(D) was served on counsel of record by U.S. First Class Mail, postage prepaid, this _____ day of May, 2001, addressed as follows:

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, PA 16830
(Counsel for Plaintiff, Steven G. O'Gara)

Jeff Ramaley, Esquire
Zimmer Kunz
3300 USX Tower
600 Grant Street
Pittsburgh, PA 15219
(Counsel for defendant, Fred Diehl Motor, Inc.)


Julie Fields Sweeney

—

VS.

FRED DIEHL MOTORS, INC.
and GENERAL MOTORS
CORPORATION,

CIVIL DIVISION

No. 01-81-CD

**REPLY TO NEW MATTER PURSUANT TO
PA. R.C.P. 2252(D)**

Filed on Behalf of Defendant,
General Motors Corporation

Counsel of Record for This Party:

Thomas J. Sweeney, Esq.
Pa. I.D. #34615

Julie F. Sweeney, Esq.
Pa. I.D. #47040

ECKERT SEAMANS CHERIN &
MELLOTT LLC
Firm #075
44th Floor – 600 Grant Street
Pittsburgh, PA 15219
412-566-6000

JURY TRIAL DEMANDED

FILED

JUN 01 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEVEN G. O’GARA	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 01-81-CD
)	
vs.)	
)	
FRED DIEHL MOTORS, INC.)	
and GENERAL MOTORS)	
CORPORATION,)	
)	
Defendants.)	

REPLY TO NEW MATTER PURSUANT TO PA. R. CIV. P. 2252(D)

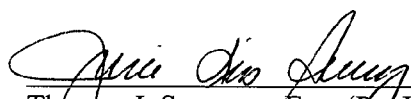
AND NOW, comes the defendant GENERAL MOTORS CORPORATION, (“General Motors”), by its attorneys, Thomas J. Sweeney, Esquire, Julie Fields Sweeney, Esquire and Eckert Seamans Cherin & Mellott, LLC, and files the within Reply to New Matter Pursuant to Pa. R.C.P. 2252(d) of Fred Diehl Motors, Inc. averring as follows:

1. Paragraph 12 of co-defendant, Fred Diehl Motors, Inc.’s New Matter under Rule 2252(d) is specifically denied and strict proof thereof is demanded at the time of trial. General Motors specifically denies that Fred Diehl Motors, Inc. is entitled to contribution, indemnity and/or liability over from General Motors and/or General Motors is solely liable to the plaintiff for any alleged injuries or damages. It is further averred that the terms and conditions of Exhibit “A” attached to Fred Diehl Motor’s pleading do not entitle the dealer to contribution and/or indemnity from General Motors. By way of further response, General Motors incorporates by reference its Answer, New Matter and New Matter pursuant to Pa. R.C.P. 2252(d), previously filed with this Court.

WHEREFORE, defendant, General Motors Corporation, denies any and all liability to the plaintiff and denies that it is liable to the co-defendant, Fred Diehl Motors, Inc. for contribution and/or indemnity and/or any sum and demands that judgment be entered in its favor with costs sustained.

JURY TRIAL DEMANDED

ECKERT SEAMANS CHERIN & MELLOTT, LLC

A handwritten signature in cursive script, appearing to read "Tom Sweeney", is written over a horizontal line.

Thomas J. Sweeney, Esq. (Pa. I.D. #34615)
Julie Fields Sweeney, Esq. (Pa. I.D. #47040)

44th Floor – 600 Grant Street
Pittsburgh, PA 15219

Attorneys for Defendant,
General Motors Corporation

VERIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

MARY C. SHIELDS says that she is authorized by **General Motors Corporation** under applicable law and rules to verify and does verify **REPLY TO NEW MATTER PURSUANT TO PA. R. CIV. P. 2252(D)** on behalf of **General Motors Corporation**.

Mary C. Shields

Mary C. Shields
Authorized Agent

Sworn to and subscribed before
me this 23rd day of May, 2001

Mandy J. Jurek
Notary Public

MARY L YANCY
Notary Public, Wayne County, MI
My Commission Expires Feb. 8, 2003

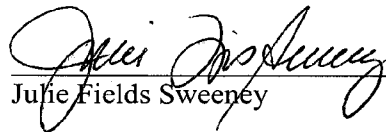


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing REPLY TO NEW MATTER PURSUANT TO PA. R.C.P. 2252(D) was served on counsel of record by U.S. First Class Mail, postage prepaid, this 30th day of May, 2001, addressed as follows:

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, PA 16830
(Counsel for Plaintiff, Steven G. O'Gara)

Jeffrey A. Ramaley, Esquire
Zimmer Kunz
3300 USX Tower
600 Grant Street
Pittsburgh, PA 15219
(Counsel for defendant, Fred Diehl Motor, Inc.)


Julie Fields Sweeney

FILED

JUN 01 2001

m1235/1000
William A. Shaw
Prothonotary

[Handwritten signature]

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

STEVEN G. O'GARA
Plaintiff

vs.

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

No. 01-81-CD

CASE NUMBER: 01-81-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: Answers to Interrogatories

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

JUL 2 6 2001

William A. Shaw
Prothonotary

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

STEVEN G. O'GARA	:	
Plaintiff	:	
	:	
vs.	:	No. 01-81-CD
	:	
FRED DIEHL MOTORS, INC. and	:	
GENERAL MOTORS CORPORATION,	:	
Defendants	:	

ANSWERS TO INTERROGATORIES

1. I do not remember much about the auto accident; it should be noted that all Interrogatories could be answered by records in the possession of my Attorney.
2. I do not remember.
3. I do not remember.
4. William Wetzel, a reconstruction expert, with offices at P. O. Box 53, Ridgway, Pa., was employed after the accident to investigate the accident and its causes.

It is believed that the insurance company also investigated the accident, but the complete results of the investigation are not available to Plaintiff.

Other questions raised are not the proper questions for these Interrogatories

5.

(A)	Steven G. O'Gara
(B)	N/A
(C)	11/14/70 – Staten Island, New York
(D)	St. Clares, St. Peters High School and Curtis High
(E)	Single
(F)	No
(G)	N/A
6. Broken cheekbone, fractured skull, broken ribs, crushed vertebrae's, punctured brain, nerve damage in ear – loss of hearing, 48% loss of equilibrium

7. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
8. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
9. I do not remember the detailed medical treatment. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
10. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
11. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
12. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
13. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
14.
 - A. 5'9" - 175 lbs.
 - B. 5'9" - 175 lbs.
 - C. 5'9" - 160 lbs.
15. No.
16. N/A.
17. Unknown.
18. Unknown; my memory loss includes two to four weeks before the accident.
19. I was self-employed in the timber business.
20. No.
21. N/A.
22. I cannot answer the above question.
23. I cannot answer the above question.
24. I cannot answer the above question; I was self-employed.

25. None.
26. Yes; I can't do anything.
27. I haven't been back to work since April 10, 1999.
28. No.
29. No.
30. N/A.
31. I was training for my job, and I received rent free (\$200.00) a week.
32. 085-70-5923
33. I do not remember.
34. No. I am deaf, loss of 48% of my equilibrium and I have ringing in my ears, which will last forever.
35. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
36. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
37. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
38. No.
39. No.
40. No.
41. No.
42. No.
43. No.
44. Yes: basketball, football and baseball
YMCA , Rob Lawrie, Matt McQuillen, Mike Caruso, SI Unlimited, Joey Castranova, Dawn Kelley, Scott Welle, JCC, Rob Gullery, Mike Ryan,

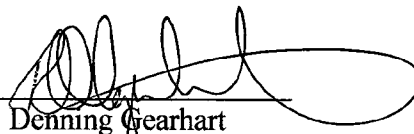
Gregg Greely, Jersey ProAm League, Anthony Mason, Rod Strikland,
Mark Jackson

Staten Island Bulldogs - Semi Pro Football
Vinny Yorks, Timmy McSweeney, Larry Redmond

Flag Football
Rob Holland, Tim Holland, Scott Holland

- 45. No.
- 46. I do not recall the details to answer this question.
- 47. No.
- 48. N/A.
- 49. Yes.
- 50. This information was obtained by William Wetzel, our investigator, and our accident reconstruction expert.
- 51. Driving without a license.
- 52. No.
- 53. All of the medical records have either been sent to Attorney for Defendant and/or are in the possession of my Attorney.
- 54. The accident was covered by Rob Holland's insurance.

Respectfully submitted,



R. Denning Gearhart
Attorney for Plaintiff

VERIFICATION

I, STEVEN G. O'GARA, have read the foregoing Interrogatories. The statements contained therein are true and correct to the best of my personal knowledge, information and belief.

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

DATE: _____

2/21/01



STEVEN G. O'GARA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

Plaintiff,

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

CIVIL ACTION - LAW

No.: 01 - 81 - CD

**INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS**

Filed on behalf of:
DEFENDANT,
FRED DIEHL MOTORS, INC.

Counsel of Record for this party:
JEFFREY A. RAMALEY, ESQUIRE
Pa. I.D. #41559

**ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

CIVIL ACTION - LAW

Plaintiff,

No.: 01 - 81 - CD

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

INTERROGATORIES

AND NOW, comes the Defendant, FRED DIEHL MOTORS, INC., by its attorneys, ZIMMER KUNZ, P.L.L.C. and serves upon the above-referenced Plaintiff the following Interrogatories to be answered by the Plaintiff, under oath, within thirty (30) days in accordance with the Pennsylvania Rules of Civil Procedure:

1. Set forth the names and addresses of all eyewitnesses to the accident which is the basis of the instant suit, said witnesses as known to you, your attorneys, and your attorneys' representatives.

ANSWER:

2. Set forth the names and addresses of all witnesses of any events leading up to the accident, as known to you, your attorneys and your attorneys' representatives.

ANSWER:

3. Set forth the names and addresses of all witnesses, after the fact of such accident, as known to you, your attorneys, and your attorneys' representatives.

ANSWER:

4. List the names and present addresses of all investigators, representatives or employees who have investigated the accident and/or claim referred to in Plaintiff's Complaint. With respect to each such person state the following:

- (a) Employment affiliation at the time of the investigation;
- (b) Present employment affiliation;
- (c) The names and addresses of each and every person whom he contacted;
- (d) The date when contacted;
- (e) Whether an attempt was made to procure a statement in any form;
- (f) The result of such attempt;
- (g) Whether said investigator or representative submitted a report to your counsel or any other person;
- (h) If the answer to the preceding subinterrogatory is in the affirmative, attach a copy of said report to these answers if said report is in writing, if oral, give summary of said report.

ANSWER:

5. Kindly set forth in detail the following information:
- (a) State your exact name at the present time;
 - (b) List any other names under which you have been known;
 - (c) Give your date and place of birth;
 - (d) Give your educational background in detail, listing any schools you have attended and the years during which such schools were attended; list further any degrees or certificates of completion received as a result of your attendance at these schools;
 - (e) List your present marital status, and if married, indicate when and where the marriage ceremony was performed;
 - (f) Have you ever been divorced? If so, list, for each divorce, the date of the divorce, the place of the divorce, and the number and term of the case in which the divorce was granted;
 - (g) If you have been divorced, indicate the present name and present address of your former spouse.

ANSWER:

6. Set forth the specific bodily injuries allegedly sustained by the Plaintiff as a result of the accident complained of in the Complaint. (The answer to this question should be as specific as possible and should not be answered merely by making reference to the wording contained in the Complaint filed by the Plaintiff.)

ANSWER:

7. State whether any of the bodily injuries allegedly sustained by the Plaintiff as a result of the accident in question resulted in any scarring, abrasions, burns, contusions or lacerations to the body of the Plaintiff. If so, please describe these as specifically as possible, indicating:

- (a) The specific part of the body affected thereby; and
- (b) Indicate further whether any of the said scars, abrasions, burns, contusions or lacerations are visible as of the date of the filing of the answers to these Interrogatories.

ANSWER:

8. Kindly set forth the names and office addresses of any and all physicians, psychiatrists, chiropractors, physical therapists, or other licensed medical practitioners, who have examined or treated the Plaintiff for any of said injuries, stating, for each health care provider:

- (a) The number of occasions on which such treatment was given or examination performed;
- (b) The specific dates on which such treatment was given or examination performed; and
- (c) The date or dates on which the Plaintiff was discharged from the care of each of the respective health care providers.
- (d) If the Plaintiff have not been discharged by any one or more of the said health care providers, set forth the date on which the Plaintiff was last seen, treated or examined by any of the said health care providers who have not as yet discharged the Plaintiff.

ANSWER:

-
9. Kindly list separately for each of the health care providers involved:
- (a) The exact amount of the medical bills incurred by the Plaintiff, or paid on behalf of the Plaintiff, as a result of the treatment rendered, or examination made, by each of the health care providers.
 - (b) Please indicate who paid these bills. If you do not have this information, kindly make reasonable inquiry of each health care provider involved in order to obtain the same in accordance with the applicable Rules of Discovery in civil cases.

ANSWER:

10. Was the Plaintiff hospitalized as a result of the accident which is the basis of this suit? Did the Plaintiff receive any emergency room treatment, out-patient or first-aid treatment at any hospital for such injuries? If the answer to any part of this question is in the affirmative, kindly list separately for each hospital:

- (a) The name and address of each of the hospitals involved;
- (b) The dates and type of treatment received by the Plaintiff at each of the said hospitals;
- (c) Set forth the exact amount of the bills incurred or rendered as a result of such hospital care or treatment; and
- (d) Please indicate who paid these bills. If you do not have this information, kindly make reasonable inquiry of the hospital or hospitals involved in order to obtain the same in accordance with the applicable Rules of Discovery in civil case.

ANSWER:

11. Were any x-rays taken of any part of the defendant's body as a result of this accident? If the answer to this question is in the affirmative:

- (a) Kindly indicate when such x-rays were taken;
- (b) Where they were taken;
- (c) By whom;
- (d) Indicate the specific part of the Plaintiff's body which was x-rayed; and
- (e) Indicate further the exact cost of the said x-rays, stating, if appropriate, the exact cost of each separate set of x-rays.

ANSWER:

12. Were any x-rays taken of any part of the Plaintiff's body prior to this accident, or, in addition to the x-rays listed in the answers to Interrogatory No. 11 above, subsequent to this accident? If the answer to any part of this question is in the affirmative, kindly indicate:

- (a) When such x-rays were taken;
- (b) Where they were taken;
- (c) By whom; and
- (d) Indicate further the specific part of the Plaintiff's body which was x-rayed.

ANSWER:

13. Please list:

- (a) All medication purchased or used by you in connection with the treatment of the injuries complained of;
- (b) The cost thereof; and
- (c) The store from which purchased.

ANSWER:

-
14. Please give:
- (a) Your height and your average weight for the two years preceding the injuries complained of;
 - (b) Your weight at the time of the injuries; and
 - (c) Your weight at this time.

ANSWER:

15. At the time of the incident referred to in the Complaint, did you have any condition for which you wore eyeglasses or for which eyeglasses had been prescribed for you and, if so, state:

- (a) A brief description of the condition;
- (b) Were you wearing glasses at the time in question;
- (c) The name and address of the person who prescribed eyeglasses for you.

ANSWER:

16. Kindly set forth:

- (a) The names and office addresses of any and all ophthalmologists, optometrists, opticians or other licensed medical practitioners who had examined or treated the Plaintiff for any problems or abnormalities with the Plaintiff's vision, including corrective procedures thereto within the last five years; and
- (b) Indicate the number of occasions and the specific dates on which such treatment was given or examination performed.

ANSWER:

17. Have you ever been turned down or rated by any company for accident, health or life insurance? If so, state:

- (a) The name and address of such company or companies;
- (b) The date thereof;
- (c) The reason therefor.

ANSWER:

18. Did you consume any alcoholic beverage of any type, or any sedative, tranquilizer or other drug, medicine or pill during the forty-eight hours immediately preceding the incident referred to in the Complaint? If so, state:

- (a) The nature, amount and type of items consumed;
- (b) The amount of time over which consumed;
- (c) The names and addresses of any and all persons who have knowledge as to the consumption of these items.

ANSWER:

19. Were you employed at the time of this accident? If so, set forth the name and address of your employer at the time of the said accident.

ANSWER:

20. If not previously answered in full in one of your answers to the above Interrogatories, state whether you have any health, accident, life, hospitalization, or other insurance policies (individual or group) which in whole or in part will pay for or will indemnify you for any of the bills, costs, losses, injuries, or conditions for which you seek to recover in this case.

ANSWER:

21. If your answer to the preceding Interrogatory is in the affirmative, state separately for each policy:

- (a) The identity of the insurance company;
- (b) The type of policy and group and/or individual policy number;
- (c) The period of coverage;
- (d) The type of and amounts of coverage;
- (e) Whether you have made a claim under the policy, and if so, with what effect;
- (f) All amounts received or paid thus far; and
- (g) All amounts which you expect to be paid or expect to receive in the future.

ANSWER:

22. Indicate whether or not you have suffered any loss of earnings to date as a result of the accident alleged in the Complaint. If so, state:

- (a) The specific amount involved; and
- (b) The period or periods for which loss of earnings is being claimed.

ANSWER:

23. Indicate what, if any, employment benefits, other than salary, you are claiming to have lost as a result of the accident complained of in the Complaint, indicating:

- (a) The amount involved;
- (b) The period or periods for which such loss of employment benefits is being claimed;
- (c) A specific description of the employment benefits whose loss is being claimed; and
- (d) The exact method by which such loss is being computed.

ANSWER:

24. If you are claiming any loss of earnings or impairment of earning capacity as a result of the accident which is the subject matter of this suit, state in detail the following:

- (a) The names and addresses of your employers during a period of five (5) years immediately preceding the accident, and the name and address of your immediate supervisor in each job;
- (b) The length of time of each such employment;
- (c) The exact nature of and the duties involved in your job or jobs with the employers listed above;
- (d) The exact amount of your weekly, monthly or yearly earnings with such employers;
- (e) Indicate whether during the said five (5) year period immediately preceding the accident, you filed any application for employment with any individual or firm, and if the answer to this is in the affirmative, indicate:
 - (1) The name of the individual or firm involved;
 - (2) The date the application was filed;
 - (3) Whether the application was oral or written;
 - (4) Whether your application was accepted or rejected;
 - (5) If the application was rejected, indicate the reason for the rejection;
 - (6) Indicate further whether you had to undergo a physical examination in connection with this application for employment, and if so, when, where and by whom this examination was conducted; and
 - (7) Do you know what the results of that examination were?

ANSWER:

25. State the names and addresses of each person or firm by whom you have been employed subsequent to the accident alleged in the Complaint filed in this case. State further as follows:

- (a) The periods of such employment;
- (b) The nature of the duties you performed in such employment;
- (c) The exact amount of the weekly, monthly or yearly salary or earnings you received from each such employer;
- (d) The name or names of your immediate supervisor or supervisors during each such period of employment.

ANSWER:

26. Did the injuries you allegedly received from the accident in question prevent you from attending your employment with any of the persons or firms named in your answer to the above two questions?

ANSWER:

27. If the Answer to the Interrogatory above is in the affirmative, state as follows:

- (a) The exact dates on which you were absent from such employment;
- (b) The number of hours during each such day which were missed;
- (c) Your rate of pay during the period of time when you were absent from your employment;
- (d) Whether all or any part of your salary was paid during the time missed, and if so, how much was paid and by whom.

ANSWER:

-
28. Indicate whether you have ever received relief or public assistance payments of any sort. If so, indicate:
- (a) The periods of time during which such payments were received;
 - (b) The exact nature of the public assistance under which such payments were received; and
 - (c) The exact reason for your eligibility to receive such payments.

ANSWER:

29. State whether or not you have ever made a claim for or received any health, accident, or disability benefits, workmen's compensation benefits, longshoremen and harbor workers' benefits, social security benefits, pension benefits, accident compensation payments, veterans' disability benefits, or similar payments or benefits.

ANSWER:

30. If your answer to the preceding Interrogatory is in the affirmative, state separately for each such claim or payment:

- (a) The circumstances under which the claim was made and/or the payment was made and the date thereof;
- (b) The specific nature, extent, and effect of the injury, illness, disability, or other right or event which you believe supported your claim and/or entitled you to the payment;
- (c) The specific nature of your claim and/or the payment which you received;
- (d) Identify the involved employer, if any;
- (e) Identify each person who treated or examined you in connection with each such claim, payment, injury, illness, disability, or other event;
- (f) Identify each person, firm, board, tribunal, court, and other entity to whom, in which, and before which the claim was made or filed, and state the number or other identifying symbol by which the said person, firm, board, tribunal, court, or other entity refers to the said claim;
- (g) The amount of your claim;
- (h) The amount of all payments and the dates thereof; and
- (i) Identify and produce all documents which evidence or record any of the matters referred to in this or the preceding Interrogatory or your Answers thereto.

ANSWER:

31. Kindly state separately for each year concerning which inquiry is made:
- (a) The total amount of income from employment (gross income) earned by you during each of the five (5) calendar years immediately preceding the date of the accident which is the subject matter of the present suit;
 - (b) The total amount of income from employment (gross income) earned by you during the year in which the accident in question occurred; and
 - (c) The total amount of income from employment (gross income) earned by you during each calendar year subsequent to the date of the accident up to the time of the answering of this Interrogatory.

ANSWER:

32. Indicate your Social Security Number.

ANSWER:

33. Have you filed Federal and/or municipal (State, City, Borough or Township) Income Tax Returns for the five (5) tax years prior to the year of the accident, and any years subsequent to the accident up to the present date? If so, indicate:

- (a) The type of tax return filed;
- (b) The name or names used in filing the return;
- (c) When they were filed; and (d) Where they were filed.

ANSWER:

34. Have you made a complete recovery from any of the injuries allegedly sustained in the accident which is the subject matter of this suit? If not, state which of the said injuries or infirmities still are present at the time of the filing of the answer to this Interrogatory.

ANSWER:

35. Either prior to or subsequent to the date of the accident which is the subject matter of this suit, did you consult or receive any treatment from any physician, any psychiatrist, chiropractor, any physical therapist, or any other licensed medical practitioner with respect to any of the parts of your body which were allegedly injured in the accident which is the subject matter of this suit, with the exception of any such consultation or treatment listed in

Answers to previous Interrogatories?

ANSWER:

36. If the Answer to the above question is in the affirmative, kindly state:
- (a) The name and address of each and every health care provider consulted;
 - (b) The exact condition for which consultation or treatment was sought; and
 - (c) The date or dates on which such consultation was given or treatment rendered.

ANSWER:

37. During a period of five (5) years prior to the date of the accident which is the subject matter of this suit, did you receive any treatment from any physician, chiropractor, psychiatrist, physical therapist, or licensed medical practitioner for any purpose whatsoever or for any condition whatsoever, with the exception of any such consultation or treatment listed in answers to previous Interrogatories? If the answer to this question is in the affirmative, state:

- (a) The name and address of each health care provider consulted;
- (b) The exact condition for which consultation or treatment was sought; and
- (c) The date or dates on which such consultation was given or treatment rendered.

ANSWER:

38. Did you, at the time of the accident involved in this case, have a family doctor? If so, list his/her name and office address, and indicate how long he/she has been your family doctor.

ANSWER:

39. Were you ever involved in any accident either prior to or subsequent to the accident alleged in your Complaint, in which you sustained injury to any part of your body?

If so, state:

- (a) When and where the accident occurred;
- (b) The nature of the injuries involved;
- (c) Indicate whether you made any claim or filed any suit against anyone as a result of such accident and if the answer to this is in the affirmative, indicate the following:
 - (1) The name or names, if any, of the attorney who represented you with respect to such claim or suit;
 - (2) The person, persons, firm or firms, against whom such claim or suit was filed and their insurance carrier or carriers; and
 - (3) If suit was actually filed, indicate the court in which suit was filed and the number and term or other court designation of the case or cases.

ANSWER:

40. Have you ever been diagnosed as being addicted to any substance, including alcohol, and, if so, please identify the substance and the period of time for which the addiction existed.

ANSWER:

41. Have you ever entered or been committed to any institution, either public or private, for the treatment or observation of mental conditions, alcoholism, narcotic addiction, or disorders of any kind and, if so, state:

- (a) The name and address of such institution;
- (b) The length of your stay and the dates thereof;
- (c) The purpose or reason for your entry into such institution;
- (d) The name and address of the doctor who treated you for such condition.

ANSWER:

42. Have you ever been a member of any regular or reserve unit of the Armed Forces of the United States, or of any National Guard unit? If so, kindly furnish the following information:

- (a) Your Armed Forces Serial Number;
- (b) The unit and branch of service involved;
- (c) The beginning and concluding dates of such membership;
- (d) The beginning and concluding dates of any period or periods of active duty within such service;
- (e) The exact type of discharge received, indicating if the discharge was a medical one, and the exact reason for the said discharge.

ANSWER:

43. Have you ever been rejected for service with the Armed Forces of the United States or with the National Guard because of a physical disability? If so, kindly state when and where you were so rejected, and give the nature of the physical disability because of which you were rejected.

ANSWER:

44. Prior to the accident which is the subject matter of the present suit, did the Plaintiff participate in any sports, such as, for example, swimming, golf, or bowling? If so, indicate:

- (a) The sport involved; and
- (b) Indicate further whether the Plaintiff's participation was on an organized team basis; if so:
 - (1) Give the name or names of the league or leagues and team or teams involved; and
 - (2) Give the names and present addresses of three individuals with whom the Plaintiff participated in the sport or sports in question.

ANSWER:

45. Subsequent to the accident, has the Plaintiff participated in any of the above-mentioned sports? If the answer is in the affirmative, indicate:

- (a) The sport;
- (b) The nature and extent of such participation; and
- (c) The name or names of any league or leagues and team or teams involved.

ANSWER:

46. Have you incurred any expense whatsoever other than those listed above,
as a result of the accident which is the basis of the instant suit? If so, list separately:

- (a) The amount paid or incurred;
- (b) The reasons for the payment; and
- (c) The name and address of the recipient of such payment.

ANSWER:

47. Have you, your attorneys or other representatives obtained a statement (as defined in Rule 4003.4 of the Pennsylvania Rules of Civil Procedure) from any party to this action or any witness to the accident, the events preceding the accident or events subsequent to the accident?

ANSWER:

48. If the answer to preceding Interrogatory is affirmative, please furnish a copy of each such statement or attach a copy of each such statement to the answers to these interrogatories.

ANSWER:

49. Have you, your attorneys or other representatives obtained any maps, pictures, photographs, plats, drawings, diagrams, measurements, or other written description of the accident, the scene of the accident, or the areas or persons involved? This Interrogatory refers to any maps, diagrams, pictures, etc., made either before, after, or at the time of the events in question.

ANSWER:

50. If the answer to the preceding interrogatory is in the affirmative, please indicate:

- (a) Its nature;
- (b) Its specific subject matter;
- (c) The date it was made or taken;
- (d) The name, address and employment affiliation of the person making or taking it;
- (e) The name, address and employment affiliation of the person at whose request such item was made or taken;
- (f) The present location of said item and any copies thereof.

ANSWER:

51. Were you ever charged with any violation of law arising out of the incident referred to in your Complaint and, if so, state:

- (a) The plea entered by you to such charge;
- (b) The court in which the charge was heard;
- (c) The nature of the charge; and
- (d) Whether or not testimony at any trial on said charge was taken down or recorded in any manner whatsoever.

ANSWER:

52. Have you ever pleaded guilty to or been convicted of any crime other than traffic violations and, if so, please state for each such item:

ANSWER:

53. Has any entity paid any medical bills or lost wages incurred as a result of this auto accident? If so, kindly list all names, addresses and amounts paid below.

ANSWER:

54. Please attach a copy of the declarations page of your auto insurance policy which was in effect on the date of this accident, including the "tort" option selected by you.

ANSWER:

ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY

BY: 

JEFFREY A. RAMALEY, ESQUIRE
ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

That on the 26th day of July, 2001, I served a certified copy of the Answers to Interrogatories
filed in this proceeding on the following and in the following manner:

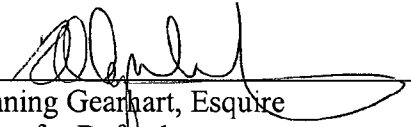
FIRST-CLASS MAIL, POSTAGE PREPAID

Jeffrey A. Ramaley, Esquire
ZIMMER KUNZ
3300 USX Tower
Pittsburgh, PA 15219-2702

Julie Fields Sweeney, Esquire
ECKERT SEAMANS CHERIN & MELLOTT, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

I certify under penalty of perjury that the foregoing is true and correct.

Dated: July 26, 2001 1



R. Denning Gearhart, Esquire
Attorney for Defendant

FILED

JUL 26 2001
11:24
William A. Shaw
Prothonotary

atty

W. A. Shaw
atty

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

STEVEN G. O'GARA, :
Plaintiff :
VS. : NO. 01-81-CD
: :
FRED DIEHL MOTORS, INC. and :
GENERAL MOTORS CORPORATION, :
Defendants :

CERTIFICATE OF SERVICE

That on the 6th day of August, 2001, I served a copy of the Answers to Request for Production of Documents Directed to Plaintiff filed in this proceeding on the following and in the following manner:

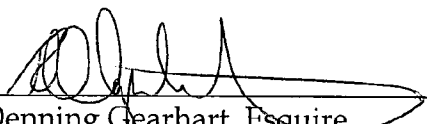
U.S. FIRST CLASS MAIL, POSTAGE PRE-PAID

Jeffrey A. Ramaley, Esquire
ZIMMER KUNZ
3300 USX Tower
Pittsburgh, PA 15219-2702

Julie Fields Sweeney, Esquire
ECKERT SEAMANS CHERIN & MELLOTT, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 6, 2001


R. Denning Gearhart, Esquire
Attorney for Plaintiff

FILED

AUG 06 2001

William A. Shaw
Prothonotary

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

STEVEN G. O'GARA,
Plaintiff

VS.

NO. 01-81-CD

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,
Defendants

CASE NUMBER: 01-81-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **PLAINTIFF'S ANSWERS TO DEFENDANT'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

AUG 06 2001 *fe*
0/11:25/ *was* *WAT*
William A. Shaw
Prothonotary
no c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. O'GARA,

CIVIL ACTION - LAW

Plaintiff,

No.: 01 - 81 - CD

v.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,

Defendants.

Answers To


REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFF

AND NOW, comes the Defendant, FRED DIEHL MOTORS, INC., by its attorneys, ZIMMER KUNZ, P.L.L.C., and hereby requests that the Plaintiff produce at the offices of ZIMMER KUNZ, P.L.L.C. the following documents for inspection and copying within thirty (30) days from the date of service hereof:

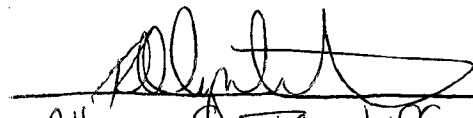
1-5 ANSWER: All Medical reports, investigations, and statements in the possession of the Plaintiff or his attorney are attached hereto. Other statements and/or investigative materials may be in the possession of the attorney for Robert Holland or Attorney Seiferth who represented the Plaintiff, O'Gara as a Defendant in an action maintained by Robert Holland.

5. All information and reports that relate to Plaintiff's loss of income resulting from the accident in question.

ZIMMER KUNZ
PROFESSIONAL LIMITED
LIABILITY COMPANY

BY: 

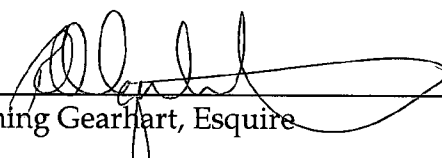
JEFFREY A. RAMALEY, ESQUIRE
ATTORNEYS FOR DEFENDANT



Attorney for Plaintiff 8-6-01

AFFIDAVIT

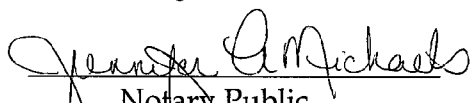
R. DENNING GEARHART, being duly sworn according to law, deposes and says that he is the agent of the Plaintiff, Steven G. O'Gara, that said Steven G. O'Gara cannot make the verification to the foregoing Answers to Request for Production of Documents because he is outside the Court's jurisdiction and their verification cannot be obtained within the time allowed for filing, and that the facts set forth in the foregoing Answers to Request for Production of Documents are true and correct upon his personal knowledge, information and belief.



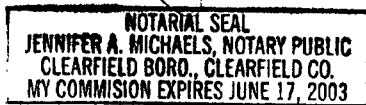
R. Denning Gearhart, Esquire

Sworn to and subscribed

before me this 6th day
of August, 2001.



Notary Public



Vehicle: Application and ID

1997 Light Duty Trucks & Multi-Purpose Vehicles

1997 LIGHT DUTY TRUCK, MULTIPURPOSE PASSENGER VEHICLE (MPV) AND INCOMPLETE VEHICLE VIN SYSTEM

SUBJECT
VEHICLE

VIN

POSITION NO.

1, 4 = U.S. Built
2 = CANADA BUILT
3 = MEXICO BUILT

C = CAMI
G = General Motors
S = Spartan Motors
8 = Isuzu

3 MAKE

A - CHEV BUS*
B - CHEV INCOMPLETE
C - CHEV TRUCK
D - GMC INCOMPLETE
E - CADILLAC INCOMPLETE
H - OLDSMOBILE MPV
J - GMC BUS*
K - GMC MPV
L - BUICK INCOMPLETE
M - PONTIAC MPV
N - CHEV MPV
T - GMC TRUCK
8 - SPARTAN MOTOR HOME
* VAN WITH 4TH SEAT

4 GVWR/BRAKE SYSTEM

CODE GVWR RANGE BRAKE SYSTEM

CODE	GVWR RANGE	BRAKE SYSTEM
B	2001 - 4000	HYD
C	4001 - 5000	HYD
D	5001 - 6000	HYD
E	6001 - 7000	HYD
F	7001 - 8000	HYD
G	8001 - 9000	HYD
H	9001 - 10000	HYD
J	10001 - 14000	HYD
K	14001 - 18000	HYD
L	18001 - 19500	HYD
M	19501 - 24000	AIR/HYD

* BUICK & CHEV COMMERCIAL BODY/CHASSIS
** CADILLAC COMMERCIAL BODY/CHASSIS - RWD FUNERAL COACH

5 LINE 2 CHASSIS TYPE

B - SPECIAL BODY (BUICK OR CHEV) 4X2
C - CONVENTIONAL CAB GMT 400 4X2
D - MILITARY TRUCK 4X4
E - Compact Cab/Electric (fwd) - small conventional cab 4x2
F - VAN 4X2
G - CHASSIS DUTAWAY/SPECIAL BODY FROM CAB, PASS CAR (RWD) 4X2
H - COMPACT CAB 4X4
J - CONVENTIONAL CAB GMT 400 4X4
K - SMALL VAN 4X4
L - SMALL VAN 4X2
M - SMALL VAN 4X2
N - FORWARD CONTROL 4X2
P - SMALL CONVENTIONAL CAB 4X2
T - SMALL CONVENTIONAL CAB 4X4
U - ALL PURPOSE VEHICLE (APV) 4X2
X - All purpose vehicle (ast) 4X2
* Including Silverado, Jimmy, Suburban, Tahoe, Yukon and Blazer
** Chevy Van, Express & Astro GMC Savana & Safari

6 SERIES

0 - ALL PURPOSE VEHICLE
1 - 1/2 TON
2 - 3/4 TON
3 - 1 TON
4 - REAR ENGINE CHASSIS
9 - SPECIAL CADILLAC, BUICK & CHEV COMMERCIAL BODY/CHASSIS

7 BODY TYPE

0 - CHASSIS ONLY
1 - HI-CUBE AND OUTAWAY VAN*
2 - FORWARD CONTROL
3 - FOUR-DOOR CAB/UTILITY
4 - TWO-DOOR CAB
5 - VAN
6 - ALL PURPOSE VEHICLE
7 - MOTOR HOME CHASSIS
8 - TWO-DOOR UTILITY
9 - EXTENDED CAB / VAN
* INCLUDES GMC MAGNAN AND CHOPPED VAN

8 ENGINE TYPE

code	E	F	H	J	M	N	P*	R	S	W	X	Y	4	6
eng. opt.	LA1	LB5	LM1	L20	L30	L19	LT1	L31	LS0	LS5	LF6	LS7	LM2	LO1
displ (L)	3.4	3.5T	3.5kw	7.4	5.0	7.4	5.7	5.7	6.5 T	4.3	4.3	6.5	2.2	1.6
cylinders	V6	V6	312V	V8	V8	V8	V8	V8	V8	V8	V8	V8	L4	L4
fuel system*	MFI	DSL	ELEC.	MFI	CPI	TBI	MFI	CPI	DSL	CPI	CPI	DSL	MFI	MFI
produced in	U	U	U	U	U	U	U	U	U	U	U	U	U	U

* LT1 used only in Buick, Chevrolet & Cadillac passenger car - derived incomplete vehicles.
** Legend: U=U.S. J=Japan M=Mexico DSL=Diesel
TBI=Throttle Body Injection MFI=Multiport Fuel Injection CPI=Central Port Injection T=Turbo

1997 Light Duty & Multi-Purpose Truck VIN Label

GM IVR WARRANTY HISTORY INQUIRY PAGE 1 OF 1
(UPDATED THRU 19990827)

VEHICLE-ID-NUMBER DESCRIPTION ODM DEL-DLR DEL-DATE DEL-ODOM PDI-ELIG
2CCEK198JVI237343 CK P/U EXT 4x4 M 1313235 19970514 29 PAID

PROD-DTE: 19970421 DELVAR-DATE: WARBLK-DTE:
INV-DTE: 19970423 DELVAR-ODOM: WARBLK-TYP:
INV-DLR: 1313235 SHIP-TO-DLR: 1313235

C	CYCLE								AUTH	AUTH
T	RODLR	NO.	RODATE	RO_NO.	DOC-NO.	LN	LBROF	ODOMETER	ID	CODE
01	1313235	853	19930507	350747	128031	01	L2300	35997	0090	E
CONVERTER, EXHAUST CATALYTIC-REPLACE FAIL-PART: 15739825										
02	1313235	853	19980507	350747	128030	02	N0768	35997		
BULB, HIGH LEVEL STOP LAMP-REPLACE FAIL-PART: 09436750										
03	1313235	735	19970828	309079	241014	01	Z5000	11463		
DEALER TRADE PRICE DIFF REIMBURSE										
04	1313235	735	19970828	309079	241013	02	K0124	11463		
MOTOR, TRANSFER CASE ENCODER-REPLAC FAIL-PART: 12386247										
05	1313235	717	19970423	A37343	237343	01	Z7000	0		
PASSENGER CAR AND TRUCK NVT										

NO MORE CLAIMS FOR THIS VIN

WARRANTY-RELATED OPTIONS/VEHICLE INFORMATION

RPO DESCRIPTIONS

K BODY
EXTENDED/SPACE CAB
CHEVY TRUCK LIGHT DUTY
L31 5.7 LITRE V8
AUTO TRANS
U88 INSTRUMENT CLUSTER
E24 SWING-OUT DOOR
NP1 T/CASE ELECT SHIFT
C60 STAND AIR CONDITIONING
TILT STEERING COLUMN
U73 FIXED ANTENNA
POWER WINDOW
FLERTSIDE PU BOX

RPO DESCRIPTIONS

HIGH MILEAGE
SERIES 1 - 1/2 TON
V8 ENGINE
U.S. FEDERAL EMISSIONS
M30 4L60 AUTO TRANS
AK5 INFLAT RESTRAINT DR/PAS
G74 3.73 REAR AXLE RATIO
ANTILOCK BRAKE
POWER STEERING
D46 REMOTE CONT ELSC
UM6 RADIO AM/FM, CASS
CRUISE CONTROL
VK3 LICENSE PLATE BRKT

END OF OPTIONS



Service Bulletin

File In Section: 3 - Steering/Suspension

Bulletin No.: 88-32-06

Date: September, 1988



Subject: Reduced Steering Effort
(Diagnose/Replace Steering Wheel Speed Sensor and Bearing Assembly)

Models: 1987-88 Chevrolet and GMC C/K, M/L, G Van Models
with EVO (Electronic Variable Orifice)

Condition

Some owners may comment about reduced steering effort while driving. This reduced steering effort may change back to the original effort intermittently during driving or remain until the next key off-on cycle. These slight changes in steering effort do not affect the control of the vehicle, but may alert the driver that the system is not operating as intended.

Cause

The condition may be caused by high electrical resistance in the steering wheel speed sensor. The high electrical resistance is a result of inadequate contact pressure of the electrical contactor in the sensor.

Correction

Follow Steps 1, 2, and 3 of the Strategy Based Diagnostics for the condition. Refer to Section 2B5 of the Service Manual, Diagnostic System Check. Verify that there are no stored DTC's. The conditions stated above typically will not set a DTC. If no DTC is found, do the following diagnosis:

1. Disconnect the 3 wire connector from the steering wheel speed sensor.
2. With the key in the OFF position, use a digital multimeter (DMM) to test for resistance between CKT 1057 (ORN/BLK) and CKT 1059 (LT BLU).

3. Rotate the steering wheel slowly from lock to lock.
4. Record the highest reading. If the reading is above 12K ohms, replace the steering wheel speed sensor and bearing assembly. If the reading is below 12K ohms, the steering wheel speed sensor is operating as designed.

Parts Information

P/N	Description	Qty
26076108	Sensor Kit, Strg Whl Spd (w/Brg) (C/K, M/L)	1
26076113	Sensor Kit, Strg Whl Spd (w/Brg) (G Van)	1

Parts are currently available from GMSPO.

Warranty Information

For vehicles repaired under warranty, use:

Labor Operation	Description	Labor Time
E7660	Sensor, Steering Wheel Rotation (EVO) - Replace	Use Published Labor Operation Time

G.M. bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer." They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the equipment, tools, safety buffers, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletins apply to your vehicle, or that your vehicle will have that condition. See your G.M. Dealer for information on whether your vehicle may benefit from the information.

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WE SUPPORT
VOLUNTARY TECHNICIAN
CERTIFICATION

INSTRUCTION SHEET

FOR EFFECTIVE REPAIR, USE ALL PARTS IN KIT REGARDLESS OF ORIGINAL CONDITION

Hand Wheel Speed Sensor Replacement

1997-1998 C/K Truck SUBJECT VEHICLE

Read service manual instructions carefully before proceeding.

26076112

26076112

Disassembly

- Set the front wheels in the straight ahead position and the steering wheel in the LOCKED position.
- 1. Disconnect the negative battery cable.
- 2. Disable the SIR system (refer to service manual for proper procedure).
- 3. Remove the nut and bolt from upper to lower steering shaft connection. Slide lower shaft down.
- 4. Position sensor connector by using suitable tool to pull connector down around the right side of steering column for accessibility.
- 5. Position sensor and bearing assembly from steering column jacket by pulling straight out. Use care not to apply force to sensor and bearing assembly in a sideways direction.
- 6. Position sensor from clips in bearing assembly.

Assembly

- 1. Position sensor into bearing assembly.
- 2. Place the bearing into steering column jacket. Align notches on bearing and column jacket and seat bearing fully into jacket. Use care not to apply force to sensor in a sideways direction.
- 3. Position sensor connector.
- 4. Install the bolt and nut to upper end of shaft.

Tighten

Tighten nut to 62 N•m (46 lb. ft).

- 5. Connect the negative battery cable.
- 6. Enable the SIR system (refer to service manual for proper procedure).

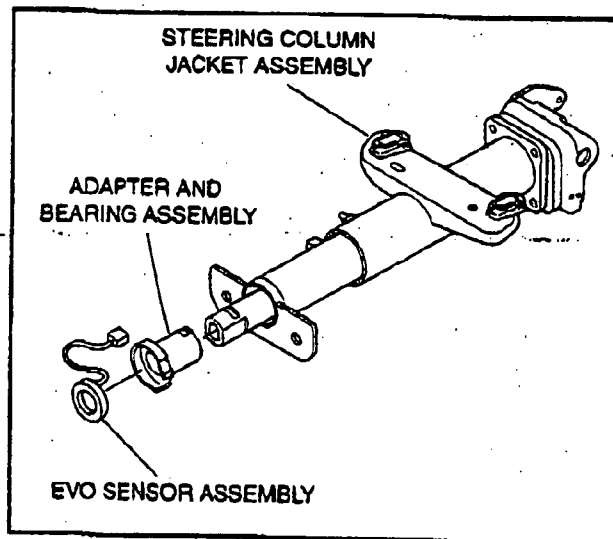


Figure 1 Removing Bearing Assembly and Sensor from Steering Column.

INSTRUCTION SHEET

FOR EFFECTIVE REPAIR, USE ALL PARTS IN KIT REGARDLESS OF ORIGINAL CONDITION

Hand Wheel Speed Sensor Replacement 1997-1998 G, M/L Van

Read service manual instructions carefully before proceeding.

Disassembly

1. Disable the SIR system (refer to service manual for proper procedure).
2. Remove steering column from vehicle for access to sensor assembly (refer to service manual for proper procedure).
3. Secure steering column into vise using holding fixture J 41352.
4. Position sensor and bearing assembly from steering column jacket by pulling straight out. Use care not to apply force to sensor and bearing assembly in a sideways direction.
5. Position sensor from clips in bearing assembly.

Assembly

1. Position sensor into bearing assembly.
2. Place the bearing into steering column jacket. Align notches on bearing and column jacket and seat bearing fully into jacket. Use care not to apply force to sensor in a sideways direction.
3. Install steering column into vehicle (refer to service manual for proper procedure).
4. Enable the SIR system (refer to service manual for proper procedure).

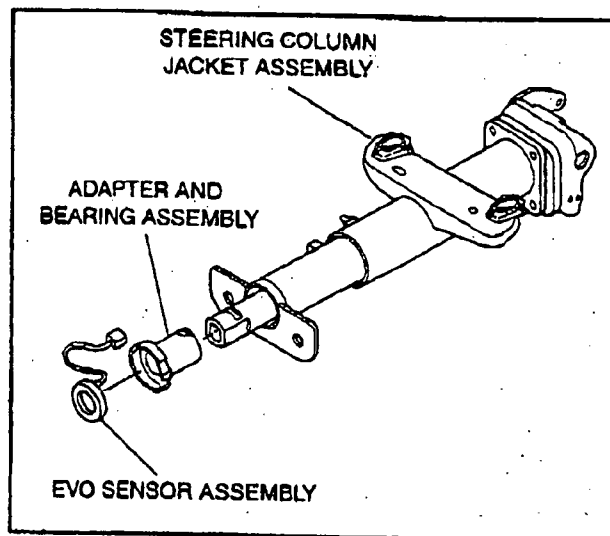


Figure 1 Removing Bearing Assembly and Sensor from Steering Column

26076112

26076112

12-03-1999 8:15AM

FROM 00000 000000 000000000000

P. 8

12/1 Chevy Truck R 1500 2/0 4WD 7.6-5.3V 3.7L V6 R 3F1

Copyright © 1999, ALldata 1-800-859-5282 J.40

Operation	Description	Labor Time
E7690	Sensor, Steering Wheel Rotation (EVO) - Replace	Use Published Labor Operation Time

Scan Tool Will Not Communicate With Component On Class-2 Data Line

Robert A. Nocivelli
RAN group
1875 Sampson Drive
Building 2
Apollo, PA 15613-9238
(724) 335-2853 FAX (724) 335-9806

CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE
WORK PRODUCT

FAX COVER PAGE

TO: Bob Seiferth

FAX NUMBER: 570 326 5507

FROM: Bob Nocivelli

FAX NUMBER: 724 335 9806

DATE: 12/3/99

NUMBER OF PAGES: 74
(Including this page)

MESSAGE: NHTSA Complaints Database



People Saving People
<http://www.nhtsa.dot.gov>

Office of Defects Investigation Complaints Database

Call the Auto Safety Hotline toll free at (888) 327-4236 to report safety defects or to obtain information on cars, trucks, child seats, highway or traffic safety.

Report Date: December 3, 1999 08:44:02 AM

ODI ID: 712567

Make: CHEVROLET TRUCK

Model: PICKUP

Year: 1997

Date of Failure: Friday, February 20, 1998

Incident: No

Fire: No

Number of Injuries: 0

Component: STEERING:POWER ASSIST

Summary: STEERING WHEEL WILL MOVE WHEN CORNERING OR DRIVING STRAIGHT, WHEN STEERING WHEEL MOVES IT IS A SUDDEN MOVEMENT. THE FEELING IS LIKE NORMAL RESISTANCE TO NO RES

ODI ID: 816176

Make: CHEVROLET TRUCK

Model: PICKUP

Year: 1997

Date of Failure: Monday, August 25, 1997

Incident: No

Fire: No

Number of Injuries: 0

Component: STEERING:POWER ASSIST

Summary: CONSUMER STATES THE THE POWER ASSIST STEERING INTERMITTENTLY COMES AND GOES. (THE POWER ASSIST IS SUPPOSED TO KICK IN WHEN TRUCK IS DRIVING AT LOW SPEEDS). C

ODI ID: 832887

Make: CHEVROLET TRUCK

Model: PICKUP

Year: 1997

Date of Failure: Thursday, January 01, 1998

Incident: No

Fire: No

Number of Injuries: 0

Component: STEERING:POWER ASSIST

Summary: WHEN DRIVING IN LOW SPEED AND TRYING TO MAKE A LEFT OR RIGHT TURN THE VEHICLE WON'T ALLOW THE CONSUMER TO MAKE A COMPLETE TURN, AND THE POWER STEERING LOCKS UP.



People Saving People
<http://www.nhtsa.dot.gov>

Office of Defects Investigation Complaints Database

Call the Auto Safety Hotline toll free at (888) 327-4236 to report safety defects or to obtain information on cars, trucks, child seats, highway or traffic safety.

Report Date: December 3, 1999 08:44:52 AM

ODI ID: 517813

Make: CHEVROLET TRUCK

Model: PICKUP

Year: 1997

Date of Failure:

Incident: No

Fire: No

Number of Injuries: 0

Component: STEERING:POWER:SHAFT SECTOR

Summary: BOLT THAT HOLDS THE STEERING SHAFT FROM THE STEERING GEAR BOX TO STEERING COLUMN WAS MISSING, CAUSING LOSS OF STEERING.

This search returned 1 record.

[New Search](#)

[Return to Safety Problems and Issues](#)

Complaints Database Search by Make, Model and Year



Office of Defects Investigation Complaints Database

Call the Auto Safety Hotline toll free at (888) 327-4236 to report safety defects or to obtain information on cars, trucks, child seats, highway or traffic safety.

Report Date: December 3, 1999 08:45:19 AM

ODI ID: 849313

Make: CHEVROLET TRUCK

Model: PICKUP

Year: 1997

Date of Failure: Tuesday, July 15, 1997

Incident: No

Fire: No

Number of Injuries: 0

Component: STEERING:WHEEL AND COLUMN

Summary: WHENEVER DRIVING VEHICLE AT APPROXIMATELY 25-35MPH STEERING WHEEL WOULD START TO TWITCH. IT WOULD THEN TURN ON ITS OWN. WILL BE TAKING VEHICLE TO DEALER TO HAVE

This search returned 1 record.

[New Search](#)

[Return to Safety Problems and Issues](#)

Bob Nocivelli

12/2/99

Gm Service - 9/19/98 - Bulletin

86-32-06

reduced steering efforts
Chevrolet + GMC Trucks
NOT recalled yet
significant # of complaints

steering wander
warranty item

Bearing + Sensor Kit
part # 26076106

1 symptoms presently as a result of the
2 accident?

3 A. Yes. I said yes.

4 Q. Okay. I'm sorry. That's the
5 problem with the phone. I apologize for
6 that. I don't always hear it when it
7 follows closely behind my question.

8 What other symptoms are you
9 having?

10 A. Numbness.

11 Q. And where are you having the
12 numbness?

13 A. My left thigh, my left side of my
14 body from my midsection in my front to
15 the middle of my back and my right cheek
16 of my ---

17 ATTORNEY COLAVECCHI:

18 Buttocks.

19 A. My buttocks.

20 BY ATTORNEY GALLOGLY:

21 Q. Okay. And is that a constant
22 thing or does that come and go?

23 A. It's numb constantly. It doesn't
24 come and go. It's just numb.

25 Q. Okay. So is it your right cheek

1 of your face?

2 A. No, my buttocks.

3 Q. Okay.

4 A. Actually, they refer to it as
5 supersensitivity. I refer to it as a
6 numbing feeling.

7 Q. Okay. The doctors have used
8 supersensitivity?

9 A. Right. It's like hitting your
10 funny bone.

11 Q. Okay.

12 A. It just doesn't go away.

13 Q. Have you been told there's
14 anything they can do for that?

15 A. No.

16 Q. Have you been told that they
17 can't do anything for it?

18 A. I was told that in time if the
19 nerves and things heal properly, then it
20 could go away but as of this time nothing
21 has changed since the accident.

22 Q. And what other symptoms or
23 complaints are you currently having, if
24 any?

25 A. That's about it.

1 Q. You say that's about it?

2 A. Yes.

3 Q. That's enough, but ---

4 A. Yeah.

5 Q. --- I just wanted to make sure we
6 cover everything. Now, you did indicate
7 also earlier that you were having some
8 memory problems.

9 A. Yes.

10 Q. Are you currently having trouble
11 remembering things other than just the
12 things that happened right around the
13 time of the accident?

14 A. Currently I'm having trouble
15 remembering things.

16 Q. Do you have problems remembering
17 things short-term? For example, can you
18 remember what you did yesterday?

19 A. Yes. It's not a constant thing.
20 It's just --- I don't know how to explain
21 it.

22 Q. Okay. Well, is there sort of a
23 block of time that you have an inability
24 to remember clearly?

25 A. Yes, from like the accident 'til

1 probably two months after. I couldn't
2 honestly say you could hold my word to
3 anything as far as what happened in that
4 two month period because I was on ---.

5 Q. Okay. So there's a roughly two
6 month block of time from the accident
7 onward; correct?

8 A. Right.

9 Q. You were in the hospital for a
10 good part of that; correct?

11 A. I believe 23 days.

12 Q. Okay. Are you seeing anyone for
13 the memory problems?

14 A. No, I'm not. I have discussed it
15 with my family as far as they've noticed
16 me slipping some things and they thought
17 maybe I should go see someone. But I
18 haven't done it yet.

19 Q. Okay. But your family members
20 have pointed out to you that things don't
21 seem to be what they ought to be?

22 A. Yes.

23 Q. Okay. All right. And would that
24 pretty well cover the complaints that
25 you're having at the present time?

1 A. Yes.

2 ATTORNEY GALLOGLY:

3 I think we're almost done
4 here. I'll just check my notes.

5 Well, gentlemen, I don't
6 have anything further. I don't
7 know, Mr. Colavecchi, if you
8 wanted to ask any questions just
9 to correct any misimpressions I
10 have or anything? You're
11 certainly welcome to do that.

12 ATTORNEY COLAVECCHI:

13 No, I have nothing to
14 add, Mr. Gallogly. I did have an
15 investigation done about the
16 accident and I'm going to send
17 you a copy of the report.

18 OFF RECORD DISCUSSION

19 ATTORNEY COLAVECCHI:

20 I was saying to you, Mr.
21 Gallogly, that I had an
22 investigation made, or we had an
23 investigation made, and I'll send
24 you a copy of the report.

25 ATTORNEY GALLOGLY:

1 Okay. That would be
2 great. One other thing just for
3 the record, I would like to ask
4 as a favor in connection with
5 company's investigation of this,
6 and that would be that if Mr.
7 Holland sees Mr. O'Gara again, he
8 could obtain an address or phone
9 number where I could reach him
10 because we've been totally unable
11 to get ahold of him to obtain
12 whatever version or facts he has
13 regarding the incident.

14 ATTORNEY COLAVECCHI:

15 He'll no doubt be in
16 touch with you because I've filed
17 a complaint against him.

18 ATTORNEY GALLOGLY:

19 Okay. All right. Well,
20 I guess we can go off the record
21 but I'd like to hear about that.

22 ATTORNEY COLAVECCHI:

23 Are we off the record?

24 ATTORNEY GALLOGLY:

25 That would be fine.

* * * * *

STATEMENT CONCLUDED AT 3:21 P.M.

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2 **C E R T I F I C A T E**
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4

5 I, HEREBY CERTIFY, AS THE STENOGRAPHIC REPORTER, THAT
6 THE FOREGOING PROCEEDINGS WERE REPORTED
7 STENOGRAPHICALLY BY ME, AND THEREAFTER REDUCED TO
8 TYPEWRITING BY ME OR UNDER MY DIRECTION; AND THAT THIS
9 TRANSCRIPT IS A TRUE AND ACCURATE RECORD TO THE BEST OF
10 MY ABILITY.
11

12
13 **SARGENT'S COURT REPORTING SERVICE, INC.**
14

15 *Susan Patterson*
16 **COURT REPORTER**
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• PITTSBURGH, PA

• CLEARFIELD, PA

• BELLEFONTE, PA

• ERIE, PA

• OIL CITY, PA

• HARRISBURG, PA

**SARGENT'S
COURT REPORTING
SERVICE, INC.**

210 Main Street
Johnstown, PA 15901

• INDIANA, PA

• GREENSBURG, PA

1 Q. Okay. And you say you were told
2 we were in Clearfield. You're using we
3 to refer to whom?

4 A. Steve and I.

5 Q. Do you recall who told you that?

6 A. No, I don't.

7 Q. Okay. Do you recall where you
8 were told you were in Clearfield?

9 A. Yes.

10 Q. Where?

11 A. Busters.

12 Q. Busters?

13 A. Right.

14 Q. And where is that located?

15 A. It's just --- it's in Clearfield.
16 I don't know the street.

17 Q. Okay. And what is Busters?

18 A. A bar, restaurant.

19 Q. Do you have any knowledge, either
20 from what you can remember or from what
21 someone has told you, when you were at
22 Busters or for how long?

23 A. No.

24 Q. Do you have any knowledge or
25 recollection or information from what

1 you've been told as to whether you drank
2 any alcohol at Busters?

3 A. No, I don't recall what we were
4 doing there or I don't --- I don't even
5 recall him taking me there.

6 Q. And no one has mentioned to you
7 whether you have either?

8 A. No.

9 Q. Okay. Has anyone mentioned to
10 you or do you know whether Mr. O'Gara was
11 drinking alcohol at Busters?

12 A. No.

13 Q. Was that a no, sir?

14 A. Yes, that was a no.

15 Q. Okay. Do you have any
16 information or recollection as to
17 anywhere else you were on the evening of
18 April 9th?

19 A. No. I'm --- from the time the
20 evening of the accident, whenever, until
21 probably for two months after the
22 accident, the time I was in the hospital,
23 even after being home, my memory is just
24 a blur.

25 Q. Okay.

1 A. I was on --- the pain pills that
2 I was taking, the medication, was just
3 beyond ---. I'm afraid to make a
4 statement because of that I just don't
5 know.

6 Q. Okay. I understand you suffered
7 some serious injuries, sir, and I'm not
8 trying to set you up for something here.
9 I'm just trying to find out whatever you
10 can remember now, and I understand some
11 of this is second-hand information also
12 and I understand how unreliable that can
13 be. I'm just trying to see what you may
14 have been told and if you have any
15 information or any inkling of any place
16 else that you might have been on the
17 evening of April 9th, even if you were
18 uncertain about it, I'd appreciate it if
19 you could share that with me because we
20 can follow it up and investigate it
21 ourselves as well.

22 Do you have any information about
23 being anywhere else on the evening of
24 Friday, April 9th?

25 A. Uni-Mart, The Central and

1 Busters. That's what --- from what I was
2 told.

3 Q. So far all we know is that, or we
4 either know it or we've been told that
5 you were at The Central Hotel and that
6 you were at Busters?

7 A. Right.

8 Q. Okay. Do you have any knowledge
9 or information as to anywhere you may
10 have been on the afternoon of April 9th?

11 A. I should have been working.

12 Q. Do you have any records or
13 anything that would show whether you were
14 working that day?

15 A. I have no idea. I would have to
16 look.

17 Q. Okay. But a Friday would
18 normally be a workday for you?

19 A. Right.

20 Q. I understand that sometimes it
21 seems like I'm beating a dead horse here
22 but I'm just trying to make sure that we
23 understand each other.

24 Would it be fair to say that you
25 don't know where it is you linked up with

1 Steven O'Gara on the afternoon or evening
2 before this accident occurred?

3 A. I have no idea.

4 Q. Okay. And do you have any
5 recollection of where it was the two of
6 you were last before you set out on the
7 trip that ended up in the accident?

8 A. I have no idea.

9 Q. I'm sorry, sir, did you answer
10 that?

11 A. Yes, I did. I have no idea.

12 Q. Okay. And would it be fair to
13 say that you don't have any recollection
14 of actually getting into the truck with
15 Mr. O'Gara before the accident happened?

16 A. No, I don't.

17 Q. What's your first recollection
18 after the accident?

19 A. When I woke up in Pittsburgh in
20 the hospital.

21 Q. Okay.

22 A. Actually, it's not a
23 recollection, it's what someone told me.
24 Again, I don't really --- I don't know if
25 I remember it or from them telling me. I

1 don't know.

2 Q. Okay. When you've spoken with
3 Mr. O'Gara since the accident, have you
4 had any discussion about where you were
5 in the afternoon or evening before the
6 accident happened?

7 A. He had --- we've spoken about it.
8 But he had brain damage and he does not
9 recall weeks before the accident, weeks
10 after. He still has brain ---.

11 Q. Okay. So he had no idea where
12 you were the evening before the accident?

13 A. No. His medical records will
14 verify that he had brain damage.

15 Q. Did the two of you discuss who it
16 was who was driving the truck?

17 A. Have we discussed it?

18 Q. Yes.

19 A. Yes, we have.

20 Q. And did he have any understanding
21 or any recollection of who was driving?

22 A. No, he doesn't.

23 Q. Has he ever admitted to you that
24 he was driving?

25 A. He has no recollection of

1 anything. He can't say whether he was or
2 he wasn't because he doesn't know. He
3 doesn't remember.

4 Q. Okay. Do you recall Mr. O'Gara
5 having any memory of where you were or
6 whether either or both of you had been
7 drinking before the accident?

8 A. He has --- like I --- you would
9 have to ask him, but I know that he is,
10 from talking to doctors, that he has no
11 memory.

12 Q. Okay. But from what he's told
13 you, your impression is he has no memory
14 of that either?

15 A. He doesn't.

16 Q. Correct?

17 A. Correct. He has no --- no, he
18 doesn't know.

19 Q. On any occasion before the
20 accident when O'Gara operated the truck,
21 did he ask you for permission to do so?

22 A. No.

23 Q. And are you assuming that he may
24 have operated the truck before the
25 accident but don't really know for sure

1 or do you have a specific recollection of
2 him taking the truck before the accident?

3 A. Not at any particular time, no, I
4 don't.

5 Q. Mr. Holland, do you have any
6 recollection since the accident happened
7 of you telling anyone that you were the
8 driver of the truck?

9 A. No.

10 Q. I'm sorry, I didn't hear your
11 answer.

12 A. No.

13 Q. Okay. Mr. Holland, do you have
14 any reason to believe from what you've
15 been told by anyone that there was a
16 mechanical problem with the truck?

17 A. Excuse me? Repeat that.

18 Q. Do you have any reason to
19 believe, based on what you've been told
20 by anybody, that there was a mechanical
21 defect or problem with the truck?

22 A. There definitely was.

23 Q. Okay. And you say there
24 definitely was. What's the basis for
25 that belief?

1 A. I had to the people we purchased
2 it from to have work done to the
3 steering. And after the accident, there
4 was U.S. Weekly News, I believe, did a
5 recall on that year truck for steering
6 problems.

7 Q. Okay. Had you taken the truck in
8 for this problem personally?

9 A. Yes, I did.

10 Q. How many times?

11 A. I believe once.

12 Q. And where did you take?

13 A. Fred Diehl Motors, Clearfield.

14 Q. Good Deal Motors?

15 A. Fred Diehl Motors.

16 Q. I'm sorry. This is partly the
17 problem with the telephone here. Could
18 you spell the name of the dealership?

19 A. It's Fred.

20 Q. Oh, Fred.

21 A. Fred.

22 Q. Okay, Fred.

23 A. Diehl.

24 Q. D-E-A-L?

25 A. No, it's D-E-I-H-L?

1 ATTORNEY COLAVECCHI:

2 D-I-E-H-L.

3 BY ATTORNEY GALLOGLY:

4 Q. Okay. And do you recall
5 specifically what sort of steering
6 problems you were having with it?

7 A. Yeah. The steering would leave
8 the truck.

9 Q. It would completely shut down?

10 A. There would be none. You would
11 turn the wheel and the tires wouldn't
12 move, turn the steering wheel and the
13 tires would not move. And I took it in
14 and they did work to it and gave it back,
15 which did not fix the problem.

16 Q. And do you remember when in
17 relation to the accident that happened?

18 A. I believe it was about a month
19 before. I'm not sure exactly.

20 Q. Do you know what kind of work
21 they did on it?

22 A. They worked on the steering.

23 Q. Do you know specifically what
24 they did to the steering?

25 A. No.

1 Q. After you got the truck back from
2 the dealership about a month before the
3 accident, I gather, did you drive it?

4 A. Yes.

5 Q. During the time from getting it
6 back from the dealer up to the time of
7 the accident did you experience any
8 problems with the steering?

9 A. Yes.

10 Q. And do you remember when, in
11 relation to the accident, you had those
12 problems?

13 A. A date, no. It was just --- it
14 would happen once in a while.

15 Q. Do you remember how many times
16 you had problems with it after you got it
17 back from the dealer?

18 A. No.

19 Q. I'm sorry?

20 A. No, I don't recall.

21 Q. Was it more than once?

22 A. Oh, yes.

23 Q. Fewer than ten?

24 A. I can't say exactly. I --- it
25 was enough to know that there was

1 problem.

2 Q. Did you take it back to the
3 dealer when you knew there was a problem?

4 A. I had spoken to the mechanic that
5 did the work originally and he said to
6 bring it back but I never got a chance
7 to.

8 Q. And who was the mechanic, do you
9 know?

10 A. Frank Wilkison (phonetic).

11 Q. And do you recall approximately
12 how much time passed from when you spoke
13 with the mechanic about taking it back in
14 and the time of the accident?

15 A. No.

16 Q. And when you experienced these
17 further problems after it had been in for
18 repair was it similar to the problems you
19 described earlier where you just couldn't
20 turn the wheels?

21 A. That's exactly what it was. You
22 would turn the steering wheel but the
23 wheels would not respond to the steering
24 wheel and then all of a sudden it would
25 catch and it would veer you off whichever

1 way you had been turning.

2 Q. I'm sorry. There would be a time
3 when it would then sort of kick in?

4 A. Yes.

5 Q. Okay. So if you turned the wheel
6 and nothing happened and then you sort of
7 overcompensated, all of a sudden it would
8 kick back in again?

9 A. Exactly.

10 Q. Sir, do you know that that was
11 what happened at the time this accident
12 occurred?

13 A. I have no idea. I don't recall
14 what the police report says.

15 Q. I'm sorry?

16 A. I don't recall what the police
17 report says that exactly what they
18 determined did happen.

19 Q. Okay. I was just wondering what
20 you knew, sir. And you only had this
21 problem looked at by a mechanic one time;
22 correct?

23 A. Correct.

24 Q. Do you recall when it was that
25 you first had the problem?

1 A. No, I don't recall. I'm sure
2 Fred Diehl's would know when the truck
3 was in for repairs.

4 Q. Do you happen to have a copy of
5 any work order or invoice with regard to
6 when you took the truck in to the dealer
7 to have this problem corrected?

8 A. Yeah, we do. I know that because
9 we got a copy to give to the insurance
10 company.

11 Q. All right. Have you done that?

12 A. Yes, I believe we did. I'm not
13 sure exactly. I was still in the
14 hospital when that was going on.

15 Q. Okay.

16 A. Yeah, I don't recall.

17 Q. And again, this is slightly
18 repetitive, but just to make sure I
19 understand you on this, you don't know
20 how it is that Mr. O'Gara came to be
21 driving your truck at the time of the
22 accident, if he was, in fact, driving it?

23 A. No, I don't recall.

24 Q. And you don't know anything about
25 whether he was intoxicated or under the

1 influence of drugs or medication of any
2 sort; is that correct?

3 A. I don't know.

4 Q. I'm sorry, did you answer that?

5 A. I said I don't know.

6 Q. Okay. Sir, are you still under
7 the care of a doctor at this time?

8 A. I still go see my doctors, yes.

9 Q. And are you still seeing one or
10 more doctors for problems which are
11 related to this accident?

12 A. Yes.

13 Q. What sort of problems are you
14 still having?

15 A. I have a lot of pain.

16 Q. Where are you having it?

17 A. My back. I have a symptom ---
18 it's called drop foot. My right foot
19 doesn't work ---

20 Q. Okay.

21 A. --- for which I have therapy
22 three days a week for.

23 Q. And where are you having that?

24 A. At home.

25 Q. Where are you receiving that

1 therapy, sir?

2 A. At home.

3 Q. And who comes to your home for
4 that?

5 A. Steve Sybills..

6 Q. Is he a physical therapist?

7 A. Yes, he is.

8 Q. And are you taking any pain
9 medication?

10 A. No.

11 Q. Are you taking any kind of
12 medication?

13 A. No.

14 Q. What doctors are you seeing
15 presently?

16 A. Doctor O'Cassick in Dubois. He's
17 a blood doctor. I don't know what
18 they're called, but that's why I go to
19 see him is because of my blood.

20 Q. What sort of problems are you
21 having with your blood?

22 A. Medically, I don't know how to
23 explain it. I had 18 blood transfusions
24 and my blood's a mess.

25 Q. Okay. Well, without getting into

1 the medical technicalities, what sort of
2 symptoms are you having or what sort of
3 problems are you having as a result?

4 A. I was --- I don't --- subject to
5 heart attacks and strokes at any given
6 moment. I don't know how to explain it.

7 Q. Have you had heart attacks and
8 strokes since the accident?

9 A. No, no.

10 Q. No?

11 A. No.

12 Q. But you've been told that you're
13 more susceptible to them?

14 A. Yes.

15 Q. Okay. Is it your understanding
16 this is something that can be corrected?

17 A. That's why I go back for blood
18 work, hoping that it corrects itself, I
19 guess. They took my spleen and so my
20 immune system and my --- I guess is kind
21 of out of whack.

22 Q. Okay. And when you go in for
23 this treatment, what do they do?

24 A. They take blood.

25 Q. They take the blood and they test

1 it or do they clean it and put it back
2 in?

3 A. They test it.

4 Q. You're not dialysis or anything
5 like that ---

6 A. No.

7 Q. --- where they run your blood
8 through a machine and then put it back in
9 you?

10 A. No.

11 Q. Okay. And where is Doctor
12 O'Cassick's office?

13 A. Dubois Hospital.

14 Q. And are you seeing any other
15 physicians currently?

16 A. I have an appointment in
17 Pittsburgh with the doctor that operated
18 on my back December 27th.

19 Q. Do you remember his name?

20 A. Marion.

21 Q. And what's the purpose of that?

22 A. To --- they did a lot of --- I
23 have a lot of plates, steel plates, steel
24 pins, in my back.

25 Q. Okay.

1 A. They x-ray me to see if they're
2 moving or if they're healing right or ---
3 I guess.

4 Q. All right. And are there any
5 other physicians that you're planning to
6 see or currently under the care of?

7 A. No.

8 Q. You mentioned that you're having
9 a lot of pain still in your back. Is
10 that a daily event or does it come and
11 go?

12 A. It's constant.

13 Q. Okay.

14 A. I was told it will never go away.

15 Q. I'm sorry?

16 A. I was told it would more than
17 likely never go away.

18 Q. And who has told you that?

19 A. The doctors.

20 Q. Do you remember who?

21 A. Dr. Marion.

22 Q. All right. But are you taking
23 any over the counter medicine for that?

24 A. I take nothing ---

25 Q. Okay.

- 1 A. --- which is my choice.
- 2 Q. I'm sorry, by choice?
- 3 A. That's my choice, yes.
- 4 Q. Okay. And why is that?
- 5 A. I just don't want to be dependent
6 upon pain killers the rest of my life.
- 7 Q. Okay.
- 8 A. I took Percocets for five months
9 and that was hard enough to quit.
- 10 Q. So you were on Percocet after
11 this accident for a while?
- 12 A. Oh, yes.
- 13 Q. Okay. All right. Are you having
14 any other --- you mentioned the drop foot
15 also. Are you totally unable to use your
16 right foot?
- 17 A. Yes, it just hangs there.
- 18 Q. Have you been told that that is a
19 condition that they can help you with?
- 20 A. That's why I have the therapy.
- 21 Q. Okay. Do they seem to be
22 optimistic about that?
- 23 A. Time will tell, that's what they
24 tell me.
- 25 Q. Okay. Are you having any other

- 1 Q. And could you give me a street
2 address there?
- 3 A. Rural Route 3, Box 566, I
4 believe. They changed it recently.
- 5 Q. All right. Would the Zip Code be
6 the same as --- I assume there's only one
7 Zip Code in Curwensville?
- 8 A. Yeah.
- 9 Q. Okay. And what are your parents'
10 names?
- 11 A. Helen and David Holland.
- 12 Q. How long have you been living
13 with them?
- 14 A. Off and on for 33 years.
- 15 Q. Was there a time recently before
16 the accident when you were not living
17 with them?
- 18 A. Yeah.
- 19 Q. At the time the accident happened
20 where were you living?
- 21 A. Luthersburg.
- 22 Q. Were you living there with
23 anyone?
- 24 A. No.
- 25 Q. So you were living alone. And

1 what was the address?

2 A. I don't have an address actually.

3 Q. Okay. The town is Luthersburg?

4 A. Actually, it's an area between
5 Luthersburg and Rockton. It's way back
6 on a farm. I don't know how to explain
7 it. There's no mailing address there.
8 There's nothing. I just live there.

9 Q. Was this on a farm?

10 A. Yes.

11 Q. And did you own it?

12 A. No.

13 Q. Did you rent it?

14 A. Yes.

15 Q. And who was your landlord?

16 A. Frances Shubert.

17 Q. And is that a man or a woman?

18 A. A man.

19 Q. And could you spell Shubert?

20 A. That's S-H-U-B-E-R-T, I believe.

21 Q. And did Mr. Shubert own the
22 property?

23 A. Yes. He still does.

24 Q. Are you still paying rent on it?

25 A. Yes, trying.

1 Q. Do you consider that your
2 permanent residence for the time being
3 anyway?

4 A. At this time, I'm still staying
5 with my parents.

6 Q. Do you intend to move back to the
7 farm that you're renting from Mr.
8 Shubert?

9 A. Yes.

10 Q. Are you staying with your parents
11 because of your injuries at this point?

12 A. Yes.

13 Q. Are you presently working?

14 A. No, not really. No.

15 Q. What do you mean by not really?

16 A. Currently myself, I'm not
17 working. No, I'm not.

18 Q. Is Holland Tree Service still
19 doing business?

20 A. Yes, selling land.

21 Q. And what exactly is your
22 connection with Holland Tree Service?

23 A. I'm the president.

24 Q. It's a corporation; correct?

25 A. Right.

1 Q. Did you start the corporation?

2 A. Yes.

3 Q. Are you the only shareholder?

4 A. Yes.

5 Q. And when did you start the
6 corporation?

7 A. I believe it was in '94.

8 Q. And what sort of business does it
9 do?

10 A. We buy and sell land, timberland,
11 timber, just basically that.

12 Q. Do you harvest it as well?

13 A. Yes.

14 Q. Does the company currently have
15 any employees other than yourself?

16 A. No.

17 Q. When this accident happened, and
18 the date that I have for the accident is
19 April 10 of 1999, I guess we better start
20 there. Is that when the accident
21 occurred?

22 A. Yes.

23 Q. I also have it down as happening
24 around 1:30 in the morning. Does that
25 sound about right to you?

- 1 A. Yeah.
- 2 Q. Do you remember what day of the
- 3 week that would have been?
- 4 A. Friday.
- 5 Q. And back as of April 10, '99, how
- 6 many employees did Holland Tree Service
- 7 have?
- 8 A. I believe just one.
- 9 Q. And who was that?
- 10 A. Sherri Skebo.
- 11 Q. And how do you spell that?
- 12 A. S-H-E-R-R-I, S-K-E-B-O.
- 13 Q. What was her job?
- 14 A. Secretary.
- 15 Q. And was she a secretary like a
- 16 corporate officer or a secretary who
- 17 types things? Do you know what I mean,
- 18 or she could have been both, I suppose.
- 19 A. At that time?
- 20 Q. Yes.
- 21 A. Just the type that types things.
- 22 Q. And is she any relation to you?
- 23 A. Yes, she's my sister.
- 24 Q. And she is no longer working for
- 25 the company at this point?

1 A. No.

2 Q. Is Holland Tree Service actually
3 --- if you're the only officer and there
4 aren't any employees, is the company
5 actually doing anything at this point?

6 A. Actually, we're selling land.

7 Q. And was this land that the
8 company already owned?

9 A. Yes.

10 Q. Now, was an individual by the
11 name of Steven or Steve O'Gara ever
12 employed by Holland Tree Service?

13 A. He worked with me on some things.
14 As far as being on the payroll, no.

15 Q. And did you ever pay him in any
16 fashion for any of the work he did?

17 A. Yes.

18 Q. And what sort of work did he do?

19 A. Basically phone conversations
20 with land owners pertaining to purchasing
21 land and/or timber for me.

22 Q. All right. Would he ---?

23 A. Excuse me. I'm sorry. Prior to
24 that he was on the payroll, I believe,
25 I'm going to say in '97.

1 Q. Okay. Well, let's go back to
2 that. In '97, what was his job?

3 A. He was a laborer. He did
4 residential tree work.

5 Q. And that would be cutting,
6 pruning?

7 A. Right.

8 Q. And how long did he work for
9 Holland Tree Service in that capacity?

10 A. I can't say exactly.

11 Q. Can you say roughly?

12 A. Three to six months.

13 Q. And then did he not work with you
14 for some period of time?

15 A. Yes.

16 Q. When before this accident began,
17 did he first return to work with Holland
18 Tree Service, if you can recall? You can
19 give me a rough number of months or
20 whatever works for you.

21 A. I believe it was in the spring of
22 '98, I'm going to say.

23 Q. And when he worked with you but
24 not on the payroll making the telephone
25 calls and so forth, did he work for you

1 continuously from spring of '98 until
2 this accident happened in April of '99?

3 A. Yes.

4 Q. Did he do this work on a full-
5 time basis?

6 A. No.

7 Q. About how many hours a week or a
8 month did he do this?

9 A. I can't honestly answer that.

10 Q. Do you have any idea how much
11 time he put into the job?

12 A. No.

13 Q. How was O'Gara paid during that
14 time period, from spring of '98 until the
15 accident?

16 A. Basically on what he did. I
17 don't know how to explain that.

18 Q. Was he paid on a commission
19 basis?

20 A. Yeah.

21 Q. He wasn't paid by the hour or the
22 week or the month?

23 A. No.

24 Q. Do you happen to know whether
25 Holland Tree Service issued W-2 forms to

1 Q. Do you remember or has anyone
2 told you where else you might have been
3 on the evening of Friday, April 9th?

4 A. No one person in particular, no.
5 That I recall.

6 Q. Well, I would appreciate it if
7 you would sort of try to read some of
8 these questions as broadly as possible.
9 Even if you can't remember who told you,
10 if you have an impression that someone
11 has told you something or that some group
12 of people have told you, I'm interested
13 in that, too. I understand that you may
14 not remember who told you what
15 specifically, but if you've heard
16 anything from anyone else about your
17 whereabouts or activities on the evening
18 of Friday, April 9th, or if you remember
19 anything else yourself, I'd like to know
20 about it.

21 A. Okay. I was told we were in
22 Clearfield.

23 Q. And that's where you are now;
24 right?

25 A. Right.

1 Q. By the way, where does your
2 brother, Scott, live?

3 A. Curwensville.

4 Q. Same place with your parents?

5 A. No.

6 Q. Do you have his address?

7 A. It's Bailey Road. I don't know
8 the box number.

9 Q. Is he near your parents' home?

10 A. Yes.

11 Q. Do you have a phone number for
12 him?

13 A. 236-0194.

14 Q. 94?

15 A. Right.

16 Q. Great. Did your brother, Scott,
17 tell you what you were drinking?

18 A. No.

19 Q. Did he tell you how much of it
20 you were drinking?

21 A. No.

22 Q. Did he tell you whether anyone
23 else was there with the two of you?

24 A. He didn't point out anyone in
25 particular, no. I don't know who was

1 there.

2 Q. Did he make any comments to you
3 with regard to whether you or he were
4 drunk?

5 A. No.

6 Q. Is there anything that your
7 brother, Scott, has told you about the
8 events at the Central Hotel that you have
9 not shared with me so far?

10 A. I don't recall the conversation
11 with him. It wasn't anything in ---
12 about --- there's nothing that stands out
13 that's ---.

14 Q. Okay. Has anyone else spoken
15 with you about what happened at the
16 Central Hotel?

17 A. I don't know. I don't recall
18 anyone.

19 Q. All right. Do you know or have
20 you heard how long you were at the
21 Central Hotel?

22 A. No.

23 Q. Do you know or have you heard
24 when you left there?

25 A. No.

1 him or some other thing like a 1099 form
2 or any kind of tax documents?

3 A. Yes, I know we --- yes, we did.

4 Q. You recall how you carried him
5 for that purpose, did you have him as an
6 employer or as an independent contractor
7 or what?

8 A. At that time, I believe he was an
9 employee.

10 Q. And this was from spring of '98
11 until the time of the accident?

12 A. No, this was prior to that.

13 Q. Okay. I'm talking about the
14 period of spring '98 to the time of the
15 accident when he was being paid on a
16 commission basis.

17 A. Okay.

18 Q. Was he paid as an employee then
19 or was he paid as an independent
20 contractor?

21 A. I'm not sure.

22 Q. Okay. The reason I stop here
23 once in a while is I'm taking notes.

24 Now, do you have any idea how
25 much Mr. O'Gara was being paid by Holland

1 Tree Service on a monthly, weekly or
2 yearly basis?

3 A. Not off-hand, no, sir.

4 Q. Mr. Holland, how, at the time of
5 the accident, were you paid yourself by
6 the company?

7 A. Actually, I wasn't being paid.

8 Q. When was the last time you had
9 been paid by Holland Tree Service?

10 A. I can't honestly say that either.
11 Holland Tree Service paid my rent where I
12 lived at the farm ---

13 Q. All right.

14 A. --- and things that were
15 necessary to be paid for me to live.
16 That's how I got paid. I did not receive
17 a paycheck.

18 Q. Okay. Were things like groceries
19 and auto insurance and rent and whatever
20 paid for using the company checks?

21 A. Yes.

22 Q. Did you also use the address
23 where you were renting the farm as your
24 business location?

25 A. No.

1 Q. Did you ever draw a paycheck from
2 Holland Tree Service?

3 A. Yeah.

4 Q. And I believe I asked you before
5 and you couldn't say when you last did;
6 correct?

7 A. Correct. I don't recall.

8 Q. Now, when this accident happened
9 in April of '99, at what address or
10 location were you operating your
11 business?

12 A. R.D. 1, Box 566H, Curwensville.

13 Q. And is there a street address for
14 that?

15 A. Bailey Road.

16 Q. And who owns that property, or
17 who owned it at the time, rather?

18 A. I do.

19 Q. Individually?

20 A. Yes.

21 Q. And what does that property
22 consist of?

23 A. It's a lot with an office, garage
24 building on it.

25 Q. Do you recall when you first met

1 Steven O'Gara?

2 A. No.

3 Q. I'm sorry, I didn't hear your
4 answer.

5 A. No.

6 Q. You indicated that he did work
7 for you as a laborer in '97. Did you
8 know him before that?

9 A. Yes.

10 Q. How did you know him?

11 A. I met him through a friend.

12 Q. Okay.

13 A. But when, I do not remember.

14 Q. All right. During the time which
15 you said would have gone from
16 approximately spring of '98 to the time
17 of the accident in which O'Gara was doing
18 telephone work for Holland Tree Service,
19 do you know if he was working anywhere
20 else?

21 A. No, he wasn't.

22 Q. Was he able to support himself on
23 the commissions that he was receiving?

24 A. I don't know that.

25 Q. I'm sorry?

1 A. I don't know that.

2 Q. Okay. Did you have a
3 relationship that went beyond the work
4 place with Mr. O'Gara?

5 A. Yes.

6 Q. How would you describe your
7 relationship?

8 A. Friends.

9 Q. Did you see each other socially?

10 A. Yes.

11 Q. Do you know where O'Gara was
12 living at the time of the accident?

13 A. Actually, he was staying with me
14 sometimes.

15 Q. Okay. How often?

16 A. Probably two to three times a
17 week.

18 Q. How long had that been going on?

19 A. December of '97.

20 Q. Before he started doing the
21 telephone work for him?

22 A. Yeah.

23 Q. And do you know where he spent
24 the rest of his time?

25 A. With a girlfriend.

- 1 Q. Did she live in the area?
- 2 A. I believe she's in college. I
- 3 don't know.
- 4 Q. At the time, was she living in
- 5 the area?
- 6 A. I don't know.
- 7 Q. Do you know her name?
- 8 A. Well, there was a couple of them
- 9 actually.
- 10 Q. Do you remember either of their
- 11 names?
- 12 A. Nikki Hess.
- 13 Q. Vicky Hess?
- 14 A. Nicole Hess.
- 15 Q. Could you spell that for me?
- 16 A. No, I can't. The last name is
- 17 H-E-S-S. I do not know how to spell her
- 18 first name.
- 19 Q. And the other?
- 20 A. Beth Solomon.
- 21 Q. Do you know where Mr. O'Gara is
- 22 living now?
- 23 A. No.
- 24 Q. Do you know if he's in
- 25 Pennsylvania?

- 1 A. He was.
- 2 Q. And when was that?
- 3 A. Last week.
- 4 Q. Did you see him last week?
- 5 A. Yes.
- 6 Q. Where did you see him?
- 7 A. In my office.
- 8 Q. How many times have you seen Mr.
- 9 O'Gara since the accident happened?
- 10 A. I don't ---.
- 11 Q. I'm sorry, sir, I didn't hear
- 12 you.
- 13 A. I'm trying to think.
- 14 Q. Okay.
- 15 A. I can't recall every time I've
- 16 seen him. I see him all the time.
- 17 Q. You've seen him frequently since
- 18 the accident?
- 19 A. Yeah.
- 20 Q. And how is it you came to see him
- 21 at your office last week?
- 22 A. He stopped to see me.
- 23 Q. What were you doing there?
- 24 A. What was I doing there?
- 25 Q. Yes, sir.

- 1 A. Taking phone messages, basically.
- 2 Q. Do you go in there every day?
- 3 A. Yes, I do.
- 4 Q. And how long do you stay?
- 5 A. I don't really keep track of how
- 6 long I'm there.
- 7 Q. Okay. Do you have any idea how
- 8 many hours on average you spend in the
- 9 office per week or per day?
- 10 A. No, not really. Long enough to
- 11 make phone calls and take phone calls,
- 12 messages.
- 13 Q. And these pertain to buying or
- 14 selling timber or what?
- 15 A. No, land, selling land. That's
- 16 all we're doing right now is selling
- 17 land.
- 18 Q. Okay.
- 19 A. I'm not buying any timber right
- 20 now.
- 21 Q. Is the company making any money
- 22 on these transactions?
- 23 A. To pay debts.
- 24 Q. How long have you been going in
- 25 the office since the accident happened?

- 1 A. Probably a couple months.
- 2 Q. Okay.
- 3 A. The office is next door to my
4 parents' home.
- 5 Q. Okay.
- 6 A. It's kind of --- it's like in
7 the backyard, actually.
- 8 Q. Okay. Well, I had asked you
9 earlier what the property consisted of.
10 You said you owned it.
- 11 A. I do own the property that my
12 building sits on.
- 13 Q. Okay, I see. And then your
14 parents are next door?
- 15 A. Right.
- 16 Q. And so you can easily just walk
17 right over to the office?
- 18 A. Yep.
- 19 Q. Okay. And when you've seen Mr.
20 O'Gara frequently since the accident, has
21 it generally been at your office or has
22 it been at other places as well?
- 23 A. Other places as well.
- 24 Q. Is he doing any telephone work
25 for you now?

- 1 A. No.
- 2 Q. Is he working for you now in any
3 capacity?
- 4 A. No, I have no employees.
- 5 Q. Has Mr. O'Gara worked for Holland
6 Tree Services in any capacity since the
7 accident occurred?
- 8 A. No.
- 9 Q. Have you spoken with Mr. O'Gara
10 since the accident happened concerning
11 how it happened?
- 12 A. Yes.
- 13 Q. Do you have a phone number or
14 anything at which you can reach Mr.
15 O'Gara presently?
- 16 A. No.
- 17 Q. And you have no idea where he's
18 living?
- 19 A. He's in New York right now.
- 20 Q. Okay. Well, I thought I had
21 asked you earlier and you said you didn't
22 know where he was. Do you know where he
23 is in New York?
- 24 A. I don't know where he's living.
25 I know he's in New York.

1 Q. Okay. Well, that's fine. I'm
2 trying to get any information you can
3 give me on that score. Do you know
4 whether he's just there on a visit or
5 whether he's moved there?

6 A. I believe he's visiting his
7 sister.

8 Q. Okay, great. Do you know her
9 name?

10 A. I don't know her first name, no.

11 Q. And is it your understanding he
12 plans to return to Pennsylvania after
13 this visit?

14 A. I have no idea. She's dying of
15 cancer. That's why he's --- went to see
16 her.

17 Q. Okay.

18 A. I don't know what his plans are
19 after that.

20 Q. Has Mr. O'Gara said anything to
21 you to indicate that he's received
22 letters from me asking him to give me a
23 statement?

24 A. Excuse me?

25 Q. Has Mr. O'Gara mentioned anything

1 A. Yes. There was a number of
2 people that have probably driven the
3 truck that I can't recall ---

4 Q. Okay.

5 A. --- that were employees of the
6 company.

7 Q. You drove it more than anybody
8 else, would that be fair to say?

9 A. Yes, far more.

10 Q. Did Steven O'Gara ever drive the
11 truck before April 10 of '99?

12 A. I don't know.

13 Q. So he never drove the truck
14 before the accident to your knowledge?

15 A. He --- yes, he probably did, yes.
16 I'm not saying I know when or anything
17 like that, but I can't say that he
18 didn't.

19 Q. Would you have any idea how many
20 times Mr. O'Gara drove the truck before
21 the accident?

22 A. No, no idea.

23 Q. Excuse me, Mr. Holland. I can't
24 see you. Did you answer my question?

25 A. Yes, I did.

1 Q. I didn't hear it. What was it?

2 A. What was the question?

3 Q. Can you say how many times Mr.
4 O'Gara might have driven the truck before
5 this accident?

6 A. No.

7 Q. Can you tell me under what
8 circumstances Mr. O'Gara might have used
9 the truck before the accident or for what
10 purpose?

11 A. No.

12 Q. Do you know whether Mr. O'Gara
13 might have used the truck before the
14 accident for something related to
15 business?

16 A. I'm not --- I can't --- I'm not
17 sure.

18 Q. Do you know whether Mr. O'Gara
19 had a valid driver's license at the time
20 of this accident?

21 A. No, he didn't.

22 Q. Did you know that before the
23 accident?

24 A. Yes, I did.

25 Q. Who was driving the truck when

1 the accident occurred on April 10 of
2 1999?

3 A. Steve.

4 Q. Steve O'Gara?

5 A. Yes.

6 Q. Did Mr. O'Gara have your
7 permission to drive the truck at the time
8 of the accident?

9 A. I don't really recall the night
10 of the accident.

11 Q. Are you certain that Mr. O'Gara
12 was driving the truck at the time of the
13 accident?

14 A. According to police records and
15 other things and the conclu --- he got a
16 fine for driving without a driver's
17 license, so he was driving the truck.

18 Q. Do you have an actual
19 recollection that Mr. O'Gara was driving
20 the truck when the accident happened?

21 A. I can't say that --- I don't
22 recall the evening as far as --- no.

23 Q. So you have little or no
24 recollection of the evening's events that
25 led up to the accident?

1 A. Right.

2 Q. And more specifically, you can't
3 recall for certain that it was Mr. O'Gara
4 who was driving when the accident
5 happened?

6 A. Right.

7 Q. Did Mr. O'Gara have his own keys
8 for the truck?

9 A. No.

10 Q. Do you happen to know whether the
11 truck was being operated with your keys?

12 A. I believe there was only one set
13 of keys that I know of.

14 Q. And that was the set you
15 generally carried?

16 A. Yes.

17 Q. The evening before the accident,
18 was that a weeknight?

19 A. Yes.

20 Q. And do you recall what night it
21 was?

22 A. April 10th.

23 Q. Well, my understanding is the
24 accident happened on the morning of April
25 10th. The evening would have been the

1 evening of April 9th; correct?

2 A. Yes.

3 Q. I have a calendar which indicates
4 that April 9th was a Friday. It's
5 probably not something that anyone could
6 argue too much about. That would
7 indicate then that the accident would
8 have happened around 1:30 in the morning
9 on a Saturday. Does that sound all right
10 with you?

11 A. Yes.

12 Q. Now, on Friday, April 9th, can
13 you remember anything that happened that
14 day?

15 A. I can't honestly answer that.

16 Q. Well, ---.

17 A. I've had people tell me about
18 things and I don't know if it's because
19 of them telling me that my mind recalls
20 them or they actually happened. I can't
21 answer that question truthfully.

22 Q. Okay. So any recollection you
23 have of events that happened on Friday,
24 April 9th, you're unsure if you
25 remembered it yourself or that you're

1 simply thinking of something someone's
2 told you?

3 A. Right.

4 Q. Okay. Well, regardless of
5 whether you remember yourself or it's
6 something someone told you, I guess I
7 better ask you about it. What do you
8 remember or what have you been told
9 happened on April 9th?

10 A. There's nothing really that
11 stands out that's of any --- that
12 happened on April 9th that I would ---.

13 Q. Okay. Do you remember the
14 accident itself?

15 A. No.

16 Q. Do you know where you were asleep
17 or awake at the time?

18 A. No.

19 Q. Do you know whether you were
20 going when the accident happened?

21 A. Yes.

22 Q. Where was that?

23 A. The direction we were --- I'm
24 sorry. The direction we were heading, I
25 would say we were headed to the farm.

1 Q. And that's the farm where you
2 were living?

3 A. Yes.

4 Q. Do you have a memory of the
5 direction you were traveling in or is
6 this based on something like the police
7 report?

8 A. This is based on the police
9 report.

10 Q. Can you tell me where it
11 happened?

12 A. Anderson Creek Hill.

13 Q. Were you on a state road?

14 A. Yes.

15 Q. What was the road number?

16 A. I don't know.

17 Q. I may be able to help you out
18 here. My understanding it's Route 4005.

19 A. I don't know the route number. I
20 honestly can't say.

21 Q. Okay. And the area is called
22 Creek Hill?

23 A. Anderson Creek.

24 Q. Okay.

25 A. That's what I know it as.

1 Q. Well, based upon what you've
2 known or heard regarding the direction of
3 travel, can you tell me where you were
4 coming from?

5 A. It would have to be Curwensville.

6 Q. Do you recall specifically in
7 Curwensville where you last were before
8 you set out on that trip?

9 A. Not specifically, no.

10 Q. Do you have any knowledge about
11 anywhere that you were in Curwensville on
12 Friday evening, April 9th?

13 A. I was told ---

14 Q. Okay.

15 A. --- or I heard that we were at
16 Uni-Mart.

17 Q. Is that like a convenience store?

18 A. Yes.

19 Q. And who told you that?

20 A. I don't recall exactly, honestly.

21 Q. Okay. And were you told by
22 whoever this was what you were doing at
23 the Uni-Mart?

24 A. No.

25 Q. Have you been told by anyone that

1 you were anywhere else on the evening of
2 Friday, April 9th? I'm sorry, was that a
3 no?

4 A. I didn't answer.

5 Q. Okay.

6 A. I'm thinking.

7 Q. Okay, I'm sorry.

8 A. Yes.

9 Q. What else have you been told?

10 A. Earlier that evening I was with
11 my brother, Scott.

12 Q. And the same last name?

13 A. Yeah.

14 Q. And where were you with Scott?

15 A. The Central Hotel.

16 Q. Central Hotel?

17 A. Right.

18 Q. And that's also in Curwensville?

19 A. Yes.

20 Q. And what were you doing there?

21 A. Talking.

22 Q. Was it a bar or a restaurant or a
23 hotel room that you were in?

24 A. The bar. It's both. It's a
25 restaurant, bar, whatnot.

1 Q. Okay. And do you know or recall
2 or have you been told by anyone whether
3 you consumed any alcoholic beverages at
4 the Central Hotel?

5 A. Yes.

6 Q. What can you tell me about that?

7 A. We were drinking.

8 Q. I'm sorry?

9 A. We were drinking.

10 Q. Okay. And who has told you that?

11 A. Scott.

12 Q. And you say, we were drinking,
13 You and Scott or was Mr. O'Gara there,
14 too?

15 A. I don't --- I don't recall if he
16 was there at that time or not.

17 Q. Okay. When you used the word we,
18 who were you referring to?

19 A. My brother, Scott, being as he's
20 the one that told me this.

21 Q. Okay. Did your brother, Scott,
22 say anything to you about whether Steven
23 O'Gara was there?

24 A. I don't remember. It wasn't in a
25 detailed conversation.

passed by her South of the accident scene. Daub advised that upon observing the scene of the accident she drove to her residence and returned to the scene with her husband approximately five minutes later to find the Londons there. This was at approximately 0130 hours.

This report was prepared 04-11-1999. Refer to Assist PSP #B03-1071479. This reporting officer is stationed at Troop "B" -

On 4-11-1999 between 1112 and 1202 hours, this officer was at UPMC Presbyterian University Hospital. Both subjects were medicated and no interview could be conducted. This officer confirmed with medical personnel that blood alcohol testing had been done as per standard medical policy on both subjects. Both subjects family members stated that the subjects could not tell them what happened either.

Date 04/19/99

Reporting Officer contacted UPMC to obtain a status check on the medical conditions of the occupants. O'Gara was released, but no further transfer information would be released. Holland remains hospitalized with no future date for discharge at this point.

This information was relayed to the investigating officer.

No further action.

SWORN STATEMENT OF
ROBERT D. HOLLAND

Taken before me the undersigned,
Susan Patterson, a Court Reporter and
Notary Public in and for the Commonwealth
of Pennsylvania, at the law offices of
Colavecchi & Ryan, 221 E. Market Street,
Clearfield, Pennsylvania, on Monday,
October 4, 1999, at 2:00 p.m.

* * * * *

COPY

Sargent's Court Reporting Service, Inc.

(814) 536-8908

A P P E A R A N C E S

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Present for Plaintiff

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Margolis, Edelstein

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Philadelphia, PA 19106-3304

Present for Defendant

I N D E X

WITNESS: ROBERT D. HOLLAND

EXAMINATION

by Attorney Gallogly

7 - 68

CERTIFICATE

71

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EXHIBIT PAGE

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE IDENTIFIED</u>
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NONE OFFERED

OBJECTION PAGEATTORNEYPAGE

NONE MADE

P R O C E E D I N G S

ROBERT D. HOLLAND, HAVING FIRST BEEN DULY
SWORN, TESTIFIED AS FOLLOWS:

ATTORNEY GALLOGLY:

Mr. Holland, my name is
Andrew Gallogly. I'm an attorney
and I've been hired by Bituminous
Casualty, which was the insurance
company for Holland Tree Service
to ask you some questions today
pertaining to an accident in
which you were involved on April
10th of 1999.

I'm going to be asking
you these questions while your
attorney is present and in the
presence of the Court
Stenographer, who I am sure you
can see is recording the
questions or whatever is said
during the statement. I assume
she's doing that; is that right?

A. Yes, she is.

7
ATTORNEY GALLOGLY:

1
2 Okay. If you don't
3 understand one of my questions,
4 and this may be a little
5 difficult over the phone, please
6 speak up and tell me so. I'd be
7 happy to repeat any of my
8 questions or to rephrase them so
9 that we're sure we understand
10 each other. Fair enough?

11 A. Okay.

12 ATTORNEY GALLOGLY:

13 Obviously, doing this by
14 telephone also presents some
15 problems because I can't see you
16 and you can't see me. Sometimes
17 it's tempting when you're talking
18 in conversation to go ahead and
19 respond to someone before they're
20 through talking. We're both
21 going to have to try and be
22 careful about that here. So make
23 sure I'm done with the question
24 before you answer it, I guess.
25 Is that all right?

1 A. Yes, sir.

2 ATTORNEY GALLOGLY:

3 Okay. I'll try not to
4 talk over you, as well.

5 EXAMINATION

6 BY ATTORNEY GALLOGLY:

7 Q. Mr. Holland, could you state your
8 full name for the record?

9 A. Robert D. Holland.

10 Q. And what does the initial stand
11 for?

12 A. Dan.

13 Q. And you are 33 years old today?

14 A. Yes.

15 Q. I have a birthdate of January
16 26th, 1966; is that correct?

17 A. Yes.

18 Q. And your Social Security number
19 is 211-62-8382?

20 A. Yes.

21 Q. Sir, where are you presently
22 living?

23 A. With my parents.

24 Q. And where is that?

25 A. Curwensville.

NA

002416



COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT SUPPLEMENTAL

XX REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT TIME & LOCATION			
1. INCIDENT NUMBER <u>C04-0598065</u>				9. ACCIDENT DATE <u>04/10/99</u>		10. DAY OF WEEK <u>SAT</u>	
2. AGENCY NAME <u>PA STATE POLICE</u>				11. TIME OF DAY <u>0130</u>		12. NUMBER OF UNITS <u>1</u>	
3. STATION PRECINCT <u>RBUS / 1340</u>		4. PATROL ZONE <u>31</u>		13. # KILLED <u>0</u>		14. # INJURED <u>2</u>	
5. INVESTIGATOR <u>TROOPER JOHN MARKS</u>				15. PRIV. PROP. ACCIDENT <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		16. COUNTY <u>CLEARFIELD</u> CODE <u>17</u>	
6. APPROVED BY <u>Alum</u>				17. MUNICIPALITY <u>BLUOM TWP</u> CODE <u>204</u>			
UNIT #: - COMPLETE ONLY THE INFORMATION THAT HAS CHANGED SINCE ORIGINAL REPORT							
36. LEGALLY PARKED <input type="checkbox"/> Y <input type="checkbox"/> N		37. REG. PLATE		38. STATE		39. DRIVER NAME	
39. PA TITLE OR OUT-OF-STATE VIN				40. DRIVER ADDRESS			
40. OWNER				41. CITY, STATE & ZIP CODE			
41. OWNER ADDRESS				42. SEX		43. DATE OF BIRTH	
42. CITY, STATE & ZIP CODE				44. COMM. VEH. <input type="checkbox"/> Y <input type="checkbox"/> N		45. DRIVER CLASS	
43. YEAR		44. MAKE		46. CARRIER		47. S.S. #	
45. MODEL (NOT BODY TYPE)				48. INSURANCE <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> UNK		49. CARRIER ADDRESS	
47. BODY TYPE		48. SPECIAL USAGE		49. VEHICLE OWNERSHIP		50. CITY, STATE & ZIP CODE	
50. INITIAL IMPACT POINT		51. VEHICLE STATUS		52. TRAVEL SPEED		53. USDOT #	
53. VEHICLE GRADIENT		54. DRIVER PRESENCE <input type="checkbox"/>		55. DRIVER CONDITION		56. VEHICLE CONFIG.	
56. DRIVER NUMBER		57. STATE		58. NO. OF AXLES		59. HAZARDOUS MATERIALS	
60. NARRATIVE - IDENTIFY PRECIPITATING EVENTS, CAUSATION FACTORS, SEQUENCE OF EVENTS, WITNESS STATEMENTS, AND PROVIDE ADDITIONAL DETAILS							
<p>THIS REPORT WAS PREPARED 04-11-1999. REFER TO AGENT PSP # 803-1071479</p> <p>THIS REPORTING OFFICER IS STATIONED AT TROOP "B" - FENDLEY BARRACKS</p> <p>ON 04-11-1999 BETWEEN 1102 AND 1202 HOURS, THIS OFFICER WAS AT UPMC PRESBYTERIAN UNIVERSITY HOSPITAL. BOTH SUBJECTS WERE MEDICATED AND NO INTERVIEW COULD BE CONDUCTED. THIS OFFICER CONFERRED WITH MEDICAL PERSONNEL THAT BLOOD ALCOHOL TESTING HAD BEEN DONE AS PER STANDARD MEDICAL POLICY ON BOTH SUBJECTS. BOTH SUBJECTS' FAMILY MEMBER(S) STATED THAT THE SUBJECTS COULD NOT TELL THEM WHAT HAPPENED EITHER.</p>							
INSURANCE INFORMATION				61. INVESTIGATION COMPLETE?			
UNIT NO		COMPANY		YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>	
POLICY NO							

NA

002417



COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT SUPPLEMENTAL

(XX) REFER TO OVERLAY SHEETS

REPORTABLE ☐ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT TIME & LOCATION			
1. INCIDENT NUMBER <u>C4-0598065</u>				9. ACCIDENT DATE <u>04/10/99</u>		10. DAY OF WEEK <u>SAT</u>	
2. AGENCY NAME <u>PENNA STATE POLICE</u>				11. TIME OF DAY <u>0130</u>		12. NUMBER OF UNITS <u>1</u>	
3. STATION/PRECINCT <u>DUBLIN 1340</u>		4. PATROL ZONE <u>31</u>		13. # KILLED <u>0</u>		14. # INJURED <u>2</u>	
5. INVESTIGATOR <u>CHADLER P BARR</u>		6. APPROVED BY <u>Kum</u>		15. PRIV. PROP. ACCIDENT <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		16. COUNTY <u>DELAWARE</u>	
7. BADGE NUMBER <u>5565</u>		8. BADGE NUMBER <u>500</u>		17. MUNICIPALITY <u>BIDM TWP</u>		18. CODE <u>209</u>	

UNIT #: <u> </u> - COMPLETE ONLY THE INFORMATION THAT HAS CHANGED SINCE ORIGINAL REPORT							
36. LEGALLY PARKED <input type="checkbox"/> Y <input type="checkbox"/> N		37. REG. PLATE <u> </u>		38. STATE <u> </u>		39. DRIVER NAME <u> </u>	
39. PA TITLE OR OUT OF STATE VIN <u> </u>				40. DRIVER ADDRESS <u> </u>			
40. OWNER <u> </u>				41. CITY, STATE & ZIP CODE <u> </u>			
41. OWNER ADDRESS <u> </u>				42. SEX <u> </u>		43. DATE OF BIRTH <u> </u>	
42. CITY, STATE & ZIP CODE <u> </u>				44. COMM. VEH. Y <input type="checkbox"/> N <input type="checkbox"/>		45. DRIVER CLASS <u> </u>	
43. YEAR <u> </u>		44. MAKE <u> </u>		46. CARRIER <u> </u>		47. CARRIER ADDRESS <u> </u>	
45. MODEL (NOT BODY TYPE) <u> </u>		46. INSURANCE Y <input type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>		48. CITY, STATE & ZIP CODE <u> </u>		49. ICC # <u> </u>	
47. BODY TYPE <u> </u>		48. SPECIAL USAGE <u> </u>		49. VEHICLE OWNERSHIP <u> </u>		50. PUC # <u> </u>	
50. INITIAL IMPACT POINT <u> </u>		51. VEHICLE STATUS <u> </u>		52. TRAVEL SPEED <u> </u>		53. VEHICLE CONFIG <u> </u>	
53. VEHICLE GRADIENT <u> </u>		54. DRIVER PRESENCE <input type="checkbox"/>		55. DRIVER CONDITION <u> </u>		56. CARGO BODY TYPE <u> </u>	
56. DRIVER NUMBER <u> </u>		57. STATE <u> </u>		58. HAZARDOUS MATERIALS <u> </u>		59. RELEASE OF HAZ MAT Y <input type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>	

60. NARRATIVE - IDENTIFY PRECIPITATING EVENTS, CAUSATION FACTORS, SEQUENCE OF EVENTS, WITNESS STATEMENTS, AND PROVIDE ADDITIONAL DETAILS

DATE 04/19/99
REPORTING OFFICER (CONTACTED) WANE TO OBTAIN A STATUS CHECK ON THE MEDICAL CONDITIONS OF THE OCCUPANTS. O'GARA WAS RELEASED BUT NO FURTHER TRANSFER INFORMATION WOULD BE RELEASED. HOLLAND REMAINS HOSPITALIZED WITH NO FUTURE DATE FOR DISCHARGE, AT THIS POINT

THIS INFORMATION WAS RETAYED TO THE INVESTIGATING OFFICER

NO FURTHER ACTION

INSURANCE INFORMATION		COMPANY		61. INVESTIGATION COMPLETE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
UNIT NO		POLICY NO			

Commonwealth of Pennsylvania
Police Accident Report
Robert Holland

This accident occurred on SR 4005, which is an asphalt two lane roadway, 18'3" in width. At the time of this accident, the road surface was wet due to earlier rain. At this location on SR 4005, the roadway is marked for passing in the Southbound lane, no passing on Northbound lane.

Unit 1 was traveling North on S.R. 4005. Unit 2 spun approximately 105 degrees in a clockwise direction. Unit 1 traveled approximately 80'. Unit 1 rolled onto its left side and impacted a tree with roof area. Unit 1 came to final rest against tree, on its left side facing Southeast.

Upon impact with the tree, one occupant, Steven Gerard O'Gara, d.o.b. 11/14/71, of R.D. 1, Box 566-H, Curwensville, Pennsylvania, 16833, was ejected from the vehicle and was found by medical personnel laying on the ground by the vehicle's roof.

Second occupant was pinned inside vehicle and was extricated by medical personnel, Robert Dan Holland, d.o.b. 01/26/66, of R.D. 1, Box 566-H, Curwensville, Pennsylvania, 16833.

This officer interviewed Travis Goodman, Curwensville VRD, Rescue Asst., at scene at approximately 0300 hrs., same stated, "When we got here, Steve was out of the vehicle, on the ground. Rog was pinned in the vehicle on the passenger side lying on his right side on the passenger seat."

Also interviewed Scott Wink, Curwensville VFD, Rescue Chief, same corroborated statement given by Goodman.

Both occupants had been removed from the scene by medical personnel upon arrival of this officer.

O'Gara was transported to Clearfield Hospital then flown via helicopter to UPMC, Pittsburgh, Pennsylvania.

Holland was transported from scene via helicopter to Univ. of Pitts. Medical Ctr. (UPMC), Pittsburgh, Pennsylvania.

Scene photographed by Cpl. Paul Olsakovsky.

Additional interview conducted by Trp. David O'Donnell, Supplemental Report to be submitted.

PSP Findley requested to complete interview of both occupants at UPMC. Supplemental to be submitted ref. To attached clean message.

Unit 1 towed by/to Seger's Towing, Grampian, Pennsylvania.

SP7-0015 mailed to Unit 1 owner, along with registration card and insurance card.

Commonwealth of Pennsylvania
Police Accident Supplemental

This officer accompanied by Trp. Brian Davies on 04/10/99 arrived at the scene of a 1 vehicle accident located along SR 4005 at approximately 0240 hours. This officer upon arrival attempted to find a witness to the accident which met with negative results. This officer did, however, locate the first persons on the scene to stop, a Michael and Amanda London of R.D. #1, Box 45, Luthersburg, Pennsylvania, 15848, phone number (814) 583-7227. London advised he and his wife were coming back from Curwensville and saw a truck on its driver's side resting against a tree. London advised they drove by the truck and then turned their vehicle around shining the headlights on the cab of the truck. London advised they then observed someone trapped within the vehicle and upon his exiting his own vehicle he saw another man lying just outside the driver's side of the vehicle on the ground. London advised his wife then called 911 and he went over to check on the two men. London advised that he then asked both men questions. He advised that the man on the ground outside the vehicle could barely speak. However, he did ascertain his name was Steve. London advised the man who was trapped within the interior of the vehicle identified himself as Rob and Rob kept saying to him, I can't find the person beside me. London advised he then asked Rob if they had been drinking and he, Rob, responded "yes". London advised Rob also told him that he didn't know where they were coming from. London also advised that he and his wife were not the first on the scene. Another lady was and she was presently on scene. London identified this woman to this officer. This officer then interviewed the first known person to pass by the scene as a Donna Daub of R.D. #1, Box 262, Grampian, Pennsylvania, 16838, phone number 814-583-7307. Daub advised that she was not a witness to the accident and that three other vehicles

NA

000106-06
COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT

XX REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT LOCATION				
1. INCIDENT NUMBER CA-0598065	2. AGENCY NAME PA STATE POLICE	3. STATION PRECINCT DuBois 1340	4. PATROL ZONE 31	20. COUNTY CLEARFIELD	21. MUNICIPALITY BLOOM TWP	22. ROUTE NO. OR STREET NAME SP4005/50	23. SPEED LIMIT 45	
5. INVESTIGATOR DR BRIAN D. DUNN	6. APPROVED BY	7. INVESTIGATION DATE 04/10/99	8. ARRIVAL TIME 0230	24. TYPE HIGHWAY 0				25. ACCESS CONTROL 1
9. ACCIDENT DATE 04/10/99				10. DAY OF WEEK SAT				
11. TIME OF DAY 0130				12. NUMBER OF UNITS 1				
13. # KILLED 0				14. # INJURED 2				
15. DID VEHICLE HAVE TO BE REMOVED FROM THE SCENE? UNIT 1 Y N UNIT 2 Y N				16. VEHICLE DAMAGE 0 - NONE UNIT 1 3 1 - LIGHT 2 - MODERATE 3 - SEVERE UNIT 2				
17. HAZARDOUS MATERIALS Y N				18. PENNDOT PROPERTY Y N				
19. UNIT #1				20. UNIT #2				
36. LEGALLY Y N 37. REG. PLATE 2J78080 38. STATE PA				39. LEGALLY Y N 37. REG. PLATE 38. STATE				
39. PA TITLE OR CUT-OF-STATE VIN 50900569				40. PA TITLE OR OUT-OF-STATE VIN				
41. OWNER DAVID L. HOLLAND SR.				42. OWNER				
43. OWNER ADDRESS RD 1 BOX 555				44. OWNER ADDRESS				
45. CITY, STATE & ZIP CODE CURWENSVILLE PA 16833				46. CITY, STATE & ZIP CODE				
47. YEAR 1997 48. MAKE CHEVROLET				49. YEAR 48. MAKE				
49. MODEL (NOT BODY TYPE) K1500				50. MODEL (NOT BODY TYPE)				
51. BODY TYPE 50				52. BODY TYPE				
53. INITIAL IMPACT POINT 9				54. INITIAL IMPACT POINT				
55. VEHICLE GRADIENT 1				56. VEHICLE GRADIENT				
57. DRIVER PRESENCE				58. DRIVER PRESENCE				
59. DRIVER NUMBER				60. DRIVER NUMBER				
61. DRIVER NAME				62. DRIVER NAME				
63. DRIVER ADDRESS				64. DRIVER ADDRESS				
65. CITY, STATE & ZIP CODE				66. CITY, STATE & ZIP CODE				
67. SEX 68. DATE OF BIRTH				69. SEX 68. DATE OF BIRTH				
69. COMM. VEH. Y N 70. DRIVER CLASS				71. COMM. VEH. Y N 72. DRIVER CLASS				
73. CARRIER				74. CARRIER				
75. CARRIER ADDRESS				76. CARRIER ADDRESS				
77. CITY, STATE & ZIP CODE				78. CITY, STATE & ZIP CODE				
79. USDOT #				80. USDOT #				
81. VEH. CONFIG.				82. VEH. CONFIG.				
83. NO. OF AXLES				84. NO. OF AXLES				
85. HAZARDOUS MATERIALS				86. HAZARDOUS MATERIALS				
87. RELEASE OF HAZMAT Y N UNK				88. RELEASE OF HAZMAT Y N UNK				

AA-45 (11/95)

2830716

PAGE 1

PENNDOT - FHSTE

000107

[illegible]

2830716

COMMONWEALTH OF PENNSYLVANIA
PAR CONTINUATION SHEET

XX REFER TO OVERLAY SHEETS

REPORTABLE

☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

ACCIDENT NUMBER C4-0598065

ACCIDENT DATE	
------------------	--

04	10	99
----	----	----

COUNTY	
CODE	

17

MUNICIPAL
CODE

704

PERSON INFORMATION - USE OVERLAY # 2 SHEET FOR CODES

ADDRESS

K I J K L M

67 NARRATIVE

UNIT 1 SPUN APPROX 105° IN A CLOCKWISE DIRECTION. UNIT 1 LEFT THE ROAD SURFACE SLIDING SIDEWAYS, UNIT 1 TRAVELED APPROX 80', UNIT 1 ROLLED ONTO ITS LEFT S.O.E AND IMPACTED A TREE WITH ROOF AREA. UNIT 1 CAME TO FINAL REST AGAINST TREE, ON ITS LEFT SIDE FACING SOUTHEAST.

UPON IMPACT WITH THE TREE, ONE OCCUPANT, STEVEN GERARD O'GARA, DOB 11/14/71, OF RD 1 Box 566-H CURWENSVILLE PA 16833, WAS EJECTED FROM THE VEHICLE, AND WAS FOUND BY MEDICAL PERSONNEL, LAYING ON THE GROUND BY THE VEHICLE'S ROOF.

SECOND OCCUPANT WAS PINNED INSIDE VEHICLE, AND WAS EXTRICATED BY MEDICAL PERSONNEL, ROBERT DANN HOLLAND 01/26/66, OF RD 1 BOX 566H CURWENSVILLE PA 16833.

THIS OFFICER INTERVIEWED TRAVIS GOODMAN,
CURWENSVILLE VFD, RESCUE ASST., AT SCENE AT APPROX
0300 HRS, SAME STATED "WHEN WE GOT THERE

MORE

09. DESCRIBE VIOLATIONS

SECTION NUMBERS (ONLY IF CHARGED)

IC MTC

UNIT 1

UNIT 2

91. PROBABLE
USE

92. TYPE
TEST

93 RESULTS

☐ NO TEST
☐ REFUSE
% ☐ LINK

91

PROBABLE
USE

2. TYPE TEST 93.

RESULTS

NO TEST	DN.
REFUSE	
UNK	YES

INVESTIGATION
COMPLETE ?
3 ☐ NO ☒

AA-45C (1/82)

PAGE

CENTER FOR HIGHWAY SAFETY

NA



000109

COMMONWEALTH OF PENNSYLVANIA
PAR CONTINUATION SHEET

(1) REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

INCIDENT NUMBER C4-0598065 ACCIDENT DATE 04/10/99 COUNTY CODE 17 MUNICIPAL CODE 204

(2) PERSON INFORMATION - USE OVERLAY #2 SHEET FOR CODES

A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M

87. NARRATIVE

STEVE WAS OUT OF THE VEHICLE, ON THE GROUND. "ROB" WAS PINNED IN THE VEHICLE ON THE PASSENGER SIDE LYING ON HIS RIGHT SIDE, ON THE PASSENGER SEAT."

ALSO INTERVIEWED SCOTT WINK (CIRWENSVILLE VFD) RESCUE CHIEF SAME CORROBORATED STATEMENT GIVEN BY GOODMAN.

BOTH OCCUPANTS HAD BEEN REMOVED FROM THE SCENE BY MEDICAL PERSONNEL UPON ARRIVAL OF THIS OFFICER.

O'GARA WAS TRANSPORTED TO CLEARFIELD HOSPITAL THEN FLOWN VIA HELICOPTER TO UPMC, PITTSBURGH, PA. HOLLAND WAS TRANSPORTED FROM SCENE VIA HELICOPTER TO UNIV OF PITTS. MED CTR (UPMC) PITTSBURGH PA.

SCENE PHOTOGRAPHED BY CPL. PAUL DLSAKOVSKY.

ADDITIONAL INTERVIEWS CONDUCTED BY TPL DAVID O'DONNELL, SUPPLEMENTAL REPORT TO BE SUBMITTED.

MORE

88. DESCRIBE VIOLATIONS				89. SECTION NUMBERS (ONLY IF CHARGED)				90. NTC					
UNIT 1								<input type="checkbox"/> <input type="checkbox"/>					
UNIT 2								<input type="checkbox"/> <input type="checkbox"/>					
91. PROBABLE USE		92. TYPE TEST		93. RESULTS		91. PROBABLE USE		92. TYPE TEST		93. RESULTS		94. INVESTIGATION COMPLETE?	
UNIT 1				0. ____ %		UNIT 2				0. ____ %		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

NA



000110 COMMONWEALTH OF PENNSYLVANIA PAR CONTINUATION SHEET

100 REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

INCIDENT NUMBER **CA-0598065** ACCIDENT DATE **04/10/99** COUNTY CODE **17** MUNICIPAL CODE **204**

82 PERSON INFORMATION - USE OVERLAY #2 SHEET FOR CODES

A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M

87. NARRATIVE

PSP FINDLEY REQUESTED TO COMPLETE INTERVIEWS OF BOTH OCCUPANTS AT UPML, SUPPLEMENTAL TO BE SUBMITTED. REF. TO ATTACHED CLEAN MESSAGE.

UNIT 1 TOWED BY TO SEGER'S TOWING, GRAMPAN, PA.

SP7-0015 MAILED TO UNIT 1 OWNER, ALONG W/ REG. CARD AND INSURANCE CARD.

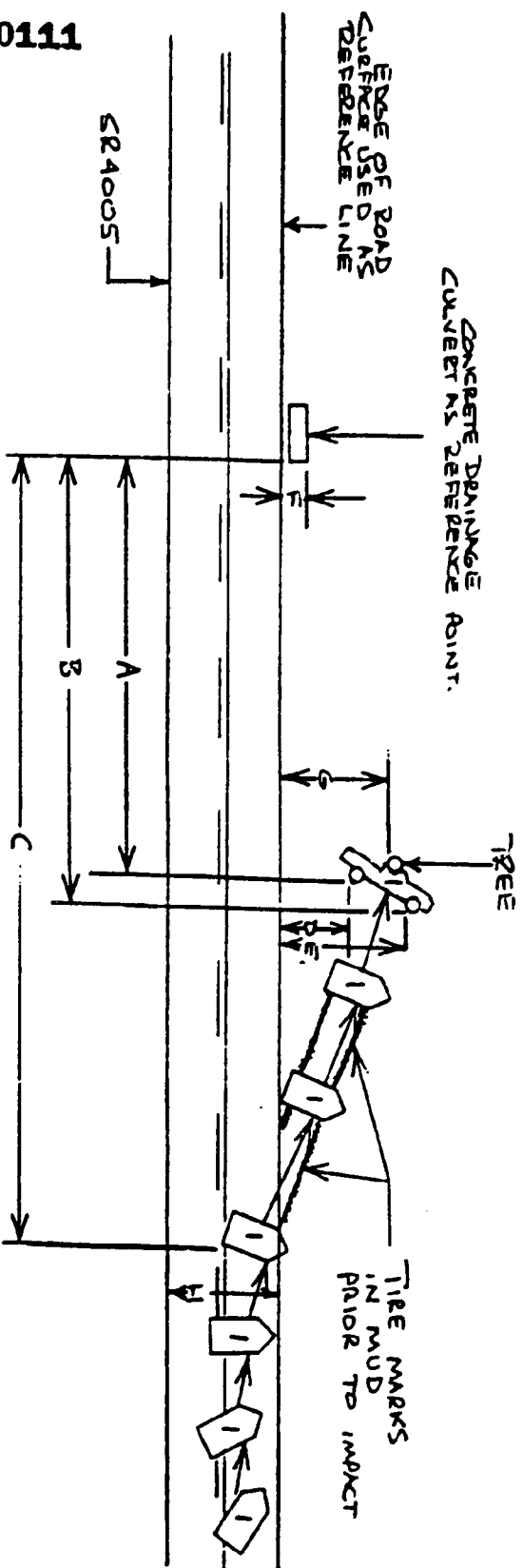
88. DESCRIBE VIOLATIONS				89. SECTION NUMBERS (ONLY IF CHARGED)				YC	NYC
UNIT 1									
UNIT 2									
91. PROBABLE USE	92. TYPE TEST	93. RESULTS	94. INVESTIGATION COMPLETE?	91. PROBABLE USE	92. TYPE TEST	93. RESULTS	94. INVESTIGATION COMPLETE?		
UNIT 1		0. % <input type="checkbox"/> NO TEST <input type="checkbox"/> REFUSE <input type="checkbox"/> UNK	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	UNIT 2		0. % <input type="checkbox"/> NO TEST <input type="checkbox"/> REFUSE <input type="checkbox"/> UNK	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

CUMMINSVILLE Road
Approx 4 miles



C4-0598065
0410199
The Barn P. DAVIES

- NOT DRAWN TO SCALE -



000111

KEY

- A = 124' 0"
- B = 127' 4"
- C = 202' 6"
- D = 15' 2"
- E = 26' 8"
- F = 7' 11"
- G = 21' 2"
- H = 18' 3"

NOTE - DISTANCE TO TREE
IMPUTED BY UNIT 1
TO REF. POINT IS
EQUAL TO A.

NA



002414-04
COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT SUPPLEMENTAL

(XX) REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT TIME & LOCATION			
1. INCIDENT NUMBER	CO4 0598065			9. ACCIDENT DATE	04/10/99		10. DAY OF WEEK
2. AGENCY NAME	PA STATE POLICE			11. TIME OF DAY	APPROX 0130		12. NUMBER OF UNITS
3. STATION PRECINCT	DuPONT 1340	4. PATROL ZONE	31	13. # KILLED	14. # INJURED	15. PRV. PROP. ACCIDENT Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
5. INVESTIGATOR	TPO. DAVID J. DUNNEN			16. COUNTY	CLEARFIELD		
6. APPROVED BY	Hum			17. MUNICIPALITY	Bloom TWP		
	BADGE NUMBER	7188	BADGE NUMBER	5300	CODE 17		
					CODE 204		

UNIT #: - COMPLETE ONLY THE INFORMATION THAT HAS CHANGED SINCE ORIGINAL REPORT

38. LEGALLY Y <input checked="" type="checkbox"/> N <input type="checkbox"/> PARDED <input type="checkbox"/>	37. REG. PLATE	39. STATE	58. DRIVER NAME
39. PA TITLE OR OUT-OF-STATE VIN	40. OWNER	59. DRIVER ADDRESS	60. CITY, STATE & ZIPCODE
41. OWNER ADDRESS	42. CITY, STATE & ZIPCODE	61. SEX	62. DATE OF BIRTH
43. YEAR	44. MAKE	63. DRIVER CLASS	64. DRIVER S.S. #
45. MODEL (NOT BODY TYPE)	46. INSURANCE Y <input type="checkbox"/> N <input type="checkbox"/> LINK <input type="checkbox"/>	65. CARRIER ADDRESS	66. CITY, STATE & ZIPCODE
47. BODY TYPE	48. SPECIAL USAGE	67. CARRIER	68. CARRIER ADDRESS
49. INITIAL IMPACT POINT	50. VEHICLE STATUS	69. VEHICLE OWNERSHIP	70. USDOT #
51. DRIVER PRESENCE <input type="checkbox"/>	52. TRAVEL SPEED	71. VEHICLE CONFIG.	72. CARGO BODY TYPE
53. DRIVER NUMBER	54. DRIVER CONDITION	73. HAZARDOUS MATERIALS	74. GVWR
55. STATE	56. STATE	75. NO. OF AXLES	76. RELEASE OF HAZ MAT Y <input type="checkbox"/> N <input type="checkbox"/> LINK <input type="checkbox"/>

57. NARRATIVE - IDENTIFY PRECIPITATING EVENTS, CAUSATION FACTORS, SEQUENCE OF EVENTS, WITNESS STATEMENTS, AND PROVIDE ADDITIONAL DETAILS

THIS OFFICER ACCOMPANIED BY TPO BRIAN DANIEL ON 04/10/99 ARRIVED AT THE SCENE OF A 1 VEHICLE ACCIDENT LOCATED ALONG SR 400X AT APPROX 0240 HOURS. THIS OFFICER UPON ARRIVAL ATTEMPTED TO FIND A WITNESS TO THE ACCIDENT WHICH MET WITH NEGATIVE RESULTS. THIS OFFICER DID, HOWEVER, LOCATE THE FIRST PERSONS ON THE SCENE TO STOP, A MICHAEL AND AMANDA LONDON OF RDP1 BOX 45 LUTHERSBURG PA. 15848, PHONE 20.(814) 583-7227. LONDON ADVISED HE AND HIS WIFE WERE COMING BACK FROM CURWENSVILLE AND SAW A TRUCK IN ITS DRIVER'S SIDE RESTING AGAINST A TREE. LONDON ADVISED THEY DROVE BY THE TRUCK AND THEN TURNED THEIR VEHICLE AROUND SHINING THE HEADLIGHTS ON THE CAB OF THE TRUCK. LONDON ADVISED THEY THEN OBSERVED SOMEONE TRAPPED WITHIN THE VEHICLE. AND UPON HIS EXITING HIS OWN VEHICLE HE SAW ANOTHER MAN LYING JUST OUTSIDE THE DRIVER'S SIDE OF THE VEHICLE ON THE GROUND. LONDON ADVISED HIS WIFE THEN CALLED 911 AND HE WENT OVER TO CHECK ON THE TWO MEN. LONDON ADVISED THAT HE THEN ASKED BOTH MED QUESTIONS, HE ADVISED THAT THE MAN ON THE GROUND OUTSIDE THE VEHICLE COULD BARELY SPEAK, HOWEVER, HE DID ACKNOWLEDGE HIS NAME WAS STEVE. LONDON ADVISED THE MAN WHO

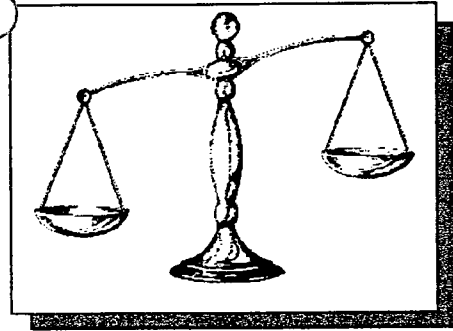
- CONT -

INSURANCE INFORMATION	COMPANY	94. INVESTIGATION COMPLETE?
UNIT NO	POLICY NO	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

William E. Wetzel & Associates

Investigative Services

P.O. Box 53, Ridgway, Pennsylvania 15853
Office 814-772-2289 FAX 814-772-2694
Email: WETZELPI@PENN.COM



September 14, 1999

Joseph Colavecchi
Colavecchi, Ryan & Colavecchi
221 East Market Street
Clearfield, Pennsylvania 16830

RE: Robert Holland Collision

Dear Mr. Colavecchi:

I have reconstructed the April 10, 1999 traffic collision, which occurred on SR 4005 in Bloom Township, Clearfield County, Pennsylvania. This one vehicle collision occurred as a 1997 Chevrolet K1500 pick-up truck was being operated north. Robert D. Holland and Steven Gerald O'Gara were occupants in this vehicle. For some unknown reason, the vehicle skidded off the road surface, skidded onto the east berm area, began to overturn, and then impacted several trees. O'Gara was found outside the vehicle. Holland was found trapped inside. Both occupants received serious bodily injuries.

My reconstruction will address the issue of identifying the operator of this vehicle at the time of collision.

I have received the following documents from your office:

1. Police Accident Report # C4-0598065, dated April 10, 1999 and submitted by Trooper Brian P. Davies, Pennsylvania State Police, Dubois, Pennsylvania.
2. Eight color photographs taken by a Holland family member after the collision. These have been numbered RH-1 to RH-8 and placed in the accompanying Photo Log.

As part of my reconstruction, I have obtained the following documents:

1. Map identifying the collision location.
2. Copy of Expert AutoStats® report on this vehicle.
3. Recalls for this vehicle.

I have inspected the collision site on July 29, 1999 and August 10, 1999. As part of those inspections, I photographed the site, recorded measurements, inspected the road surface, identified contact points on the shoulder, and prepared a site drawing.

All photographs taken by me have been numbered WW-1 to WW-23 and placed in the Photo Log.

Interviews were conducted with disinterested parties who arrived on the scene immediately after impact. Those interviewed were the investigating officer, first responders, and the motorist who discovered the collision.

With respect to the Police Accident Report, the following items of interest were noted:

1. The vehicle received severe damage. (P. 1)
2. Both occupants were injured and had to be transported from the scene via helicopter. (P. 1-2)
3. Time of collision was 0130 hours, with the investigator arriving on site at 0230 hours. (P. 1)
4. Point of impact is listed as 9 o'clock (driver's side). (P. 1)
5. Road surface was wet. (P. 2)
6. Seatbelts were available but were not in use. (P. 2)
7. Occupant, O'Gara, had been ejected from the vehicle and was found by medical personnel lying on the ground near the roof of the vehicle. (P. 3)
8. Occupant, Holland, was pinned in the vehicle and had been extricated by medical personnel. (P. 3)
9. Curwensville VFD Rescue member, Travis Goodman stated: "When we got here, Steve (O'Gara) was out of the vehicle on the ground. Rob (Holland) was pinned in the vehicle on the passenger side lying on his right side, on the passenger seat." (P. 3-4)
10. Scott Wink, Curwensville VFD Rescue Chief, corroborated the Goodman statement. (P. 4)
11. Police diagram shows tires marks in the mud prior to impact. (P. 5)

With respect to police photographs taken at the scene the evening of this collision, the following was noted:

1. These were viewed at the Dubois station.
2. The photographs were under exposed and difficult to analyze.
3. The general positioning of the vehicle at final rest could be observed in some photos. The vehicle had impacted the trees with its driver's side roof, directly behind the driver's

- compartment. The vehicle was ○ically resting on its' driver's side.
4. The driver's door was open and its edge appeared to be wedged into the ground.

Inspection of the collision side revealed the following items of interest:

1. The tire marks in the dirt were still visible. (Refer to WW-6, WW-17 to WW-21)
2. Several medium size rocks (as identified in the site drawing) were found to be in the path of the sliding vehicle. The left front tire/wheel of the vehicle contacted the rock(s) and small trees, which provided the resistance to cause the vehicle to begin to tip over. (Refer to WW-1, WW-17 to WW-19)
3. Impact marks on the group of trees indicated that the contact with the Holland vehicle was over an area wider than the roof of the vehicle. (Refer to RH-4, WW-8 & WW-9)
4. The east shoulder descends from the road surface into the ditch, as shown on the drawing. (Refer to WW-19 to WW-21)

With respect to photograph RH-5, the following is noted:

1. This is a photograph of the passenger side of the Holland Chevrolet extended cab pick-up truck.
2. The roof on the passenger side has been deformed during the impact with the trees. This deformation would have been one of the sources of entrapment for the front seat passenger.
3. The front seat of this vehicle is equipped with a built-in center console. The console would have prevented the front seat passenger from sliding or falling onto the driver's side during or after impact. In light of the damage, this console would provide the force necessary to keep the passenger on the passenger side during this collision.

With respect to photograph RH-3 and RH-4, the following is noted:

1. The driver's door has been forced open as a result of the collision. This open door was also observed in the police photographs. With the vehicle in its final resting position, an open door would result in an unbelted driver dropping from the driver's seat onto the ground. This would place the driver on the ground near the roof.
2. Due to damage, no other passengers could have reached the ground via any other openings.

With respect to interviews conducted with those who were the first on the scene, the following has been documented. (Refer to the attached interviews.)

1. Steve O'Gara was identified as being on the ground between the truck and the trees. His position was lying on his back with his head towards the roadway. (Refer to interviews)
2. Robert Holland was identified as being trapped on the passenger side and had to be extricated by the Rescue workers.

OPINION

In consideration of the above documentation, inspections and interviews, the following is my opinion, given within the realm of accident reconstruction and scientific certainty.

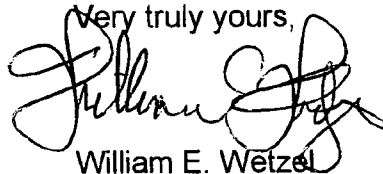
Robert Holland was the front seat passenger when this vehicle lost control and impacted the trees.

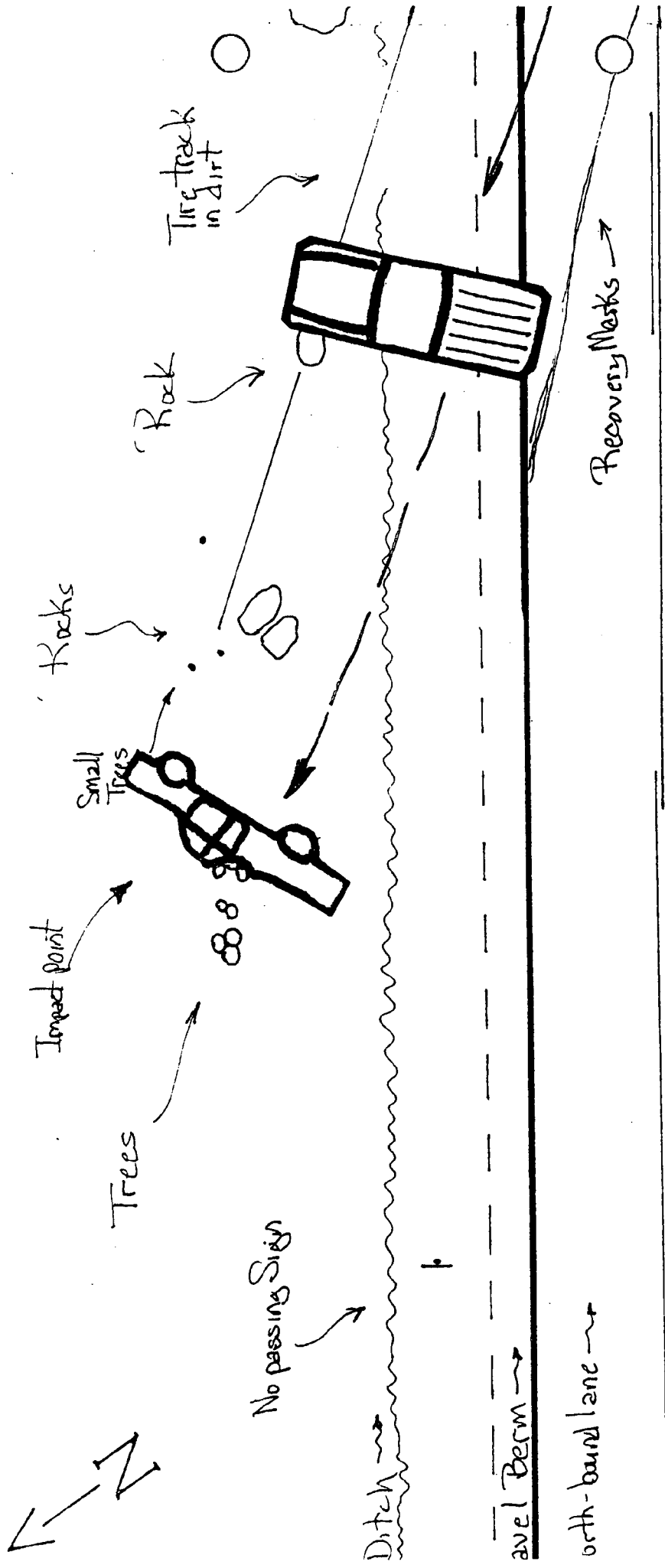
Steve O'Gara was the driver of this vehicle when it lost control and impacted the trees.

All available physical and scientific evidence are directly related to these findings. In addition, the first responders further validate the above findings.

It should be noted that Steven O'Gara had been charged with operation of this vehicle on May 21, 1999 before District Court # 46-3-01, 109 North Brady Street, Dubois, Pennsylvania 15801. O'Gara plead guilty when he paid the fine and costs on August 16, 1999. (Refer to DL-38 Document, attached.)

If I can be of further assistance, please contact me.

Very truly yours,

William E. Wetzel



South-bound lane →

Travel Berm →

No passing Sign →

Ditch →

COMMONWEALTH OF
PENNSYLVANIA

46-3-01
PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA
814 371-5321 15801

VS.
DEFENDANT
OGARA, STEVEN G
PO BOX 127
CURWENSVILLE, PA 16833

STEVEN G. OGARA
PO BOX 127
CURWENSVILLE, PA 16833

Docket No.: TR-0001113-99
Date Filed: 5/21/99



**REQUEST FOR SUSPENSION OF DRIVING PRIVILEGE FOR
FAILURE TO RESPOND TO A CITATION OR SUMMONS
OR PAY FINES AND COSTS IMPOSED**

Date of additional notice:
6/08/99

You have failed to respond to a citation or summons or pay any fines and costs imposed for a violation of the section of the Pennsylvania Vehicle Code shown below. Unless you respond to the citation and pay the fine, costs, and penalties shown, or post security for a trial within 15 days of the above date, your name will be referred to the Department of Transportation, which will suspend your driving privilege until you respond to the citation and pay all fines, costs, and penalties imposed. If your license is suspended, you will be required to pay additional costs to restore your operating privileges.

THIS NOTICE DOES NOT PERTAIN TO ANY PARKING VIOLATIONS.

Driving while under suspension mandates a fine of at least \$200.00 and an additional 1 year suspension of your driving privilege.

CITATION NO.	DATE OF VIOLATION	LOCATION OF VIOLATION	CHARGE, SECTION AND SUBSECTION VIOLATED
G0616881-6	4/10/99	SM 50	75 \$1501 \$\$\$
DESCRIPTION OF VIOLATION	FINE AND COSTS		IF TRIAL REQUESTED
DRIVER REQUIRED TO BE LICENSED	271.50		\$50.00

DRIVERS LICENSE NUMBER	STATE	DATE OF BIRTH		
	PA	11/14/70		
LAST NAME	FIRST NAME	MI	SEX	
OGARA	STEVEN	G	M	
STREET ADDRESS				
PO BOX 127				
CITY	STATE	ZIP CODE		
CURWENSVILLE	PA	16833		
REGISTRATION NO.	STATE	YEAR	MAKE	MODEL
ZJ78080	PA	99	CHEV	TRUCK/LGT

SUBMIT CHECK OR MONEY ORDER TO THE ABOVE NAMED DISTRICT JUSTICE OFFICE

SIGNATURE OF DISTRICT JUSTICE

Patrick N Ford

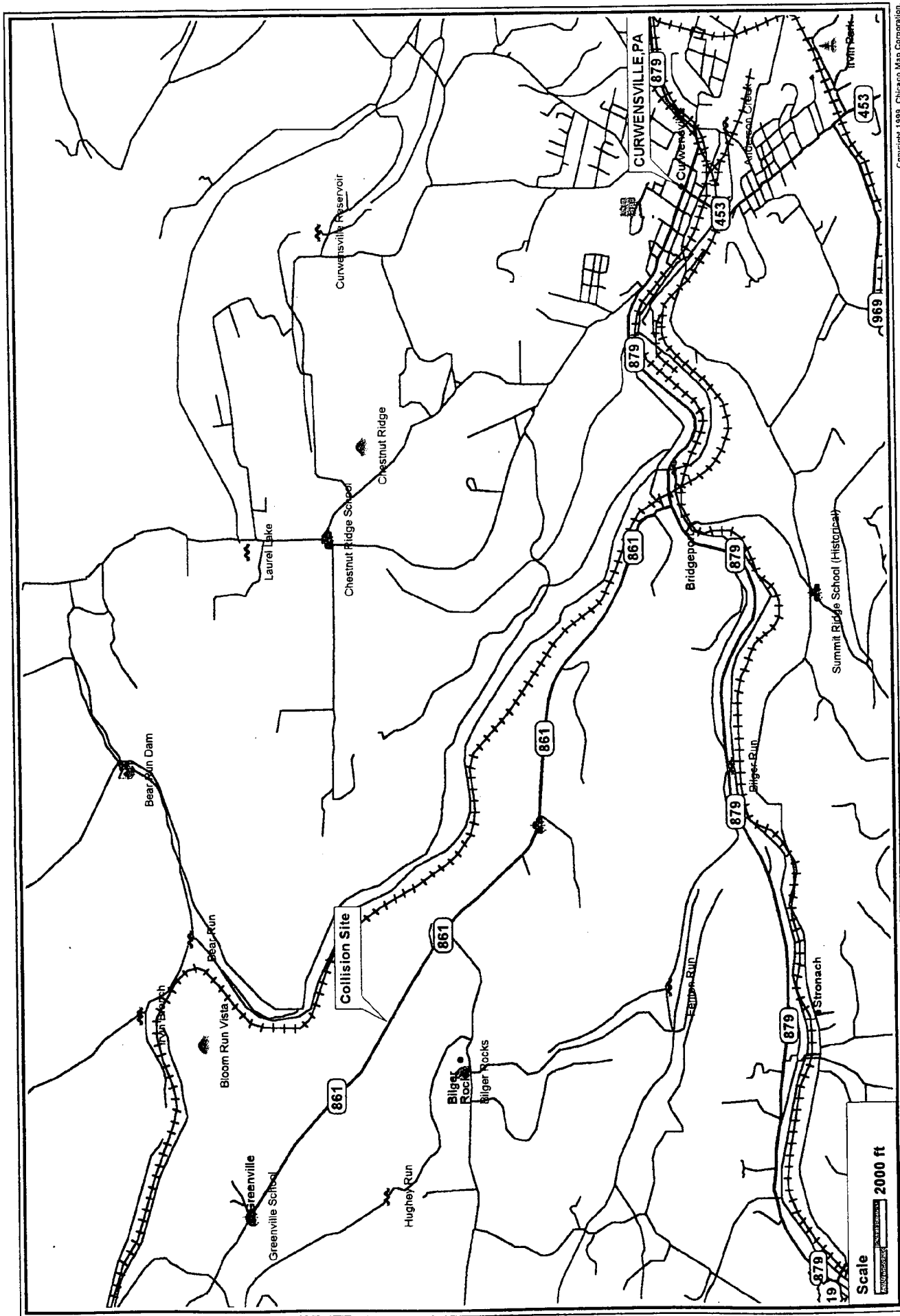
DATE

JUN 08 1999

INSTRUCTIONS:

1. This violation may be disposed of without a trial by paying the fine and costs shown above. Payment of fine and costs prescribed is a plea of guilty. **NOTE:** make your check or money order payable to the magistrate district number shown above.
2. You are entitled to a trial. If you so desire, forward security in the amount of the fine and costs shown plus an additional \$5.00 costs to the district justice together with your plea of not guilty. You will be notified of a trial date. If you do not appear, your security will be forfeited.
3. Failure to pay the fine and costs or post security shall result in the suspension of your driving privileges.

Robert Holland Collision



EXPERT AUTOSTATS
Ver.3.8.1
Copyright 1998 - All Rights Reserved

WILLIAM E. WETZEL
WILLIAM E. WETZEL & ASSOCIATES
P.O. BOX 53
RIDGWAY PA 15853

08-13-1999

1997 CHEVROLET K1500 EXT CAB 3DR 4X4 PICKUP

CURB WEIGHT: 4500 lbs. 2041 kg.
Curb Weight Distribution - Front: 57 % Rear: 43 %
Gross Vehicle Weight Rating: 6200 lbs. 2812 kg.
Number of Tires on Vehicle: 4
Drive Wheels: 4 Wheel Drive

HORIZONTAL DIMENSIONS

	Inches	Feet	Meters
Total Length	218	18.17	5.54
Wheelbase:	142	11.83	3.61
Front Bumper to Front Axle	35	2.92	0.89
Front Bumper to Front of Front Well	12	1.00	0.30
Front Bumper to Front of Hood	4	0.33	0.10
Front Bumper to Base of Windshield	52	4.33	1.32
Front Bumper to Top of Windshield	73	6.08	1.85
Rear Bumper to Rear Axle	41	3.42	1.04
Rear Bumper to Rear of Rear Well	29	2.42	0.74
Rear Bumper to Rear of Trunk	4	0.33	0.10
Rear Bumper to Base of Rear Window	87	7.25	2.21

WIDTH DIMENSIONS

	Inches	Feet	Meters
Maximum Width	77	6.42	1.96
Front Track	64	5.33	1.63
Rear Track	64	5.33	1.63

VERTICAL DIMENSIONS

	Inches	Feet	Meters
Height	71	5.92	1.80
Ground to:			
Front Bumper (Top)	27	2.25	0.69
Headlight - center	35	2.92	0.89
Hood - top front	43	3.58	1.09
Base of windshield	49	4.08	1.24
Rear Bumper - top	28	2.33	0.71
Trunk - top rear	51	4.25	1.30
Base of rear window	52	4.33	1.32

Reg. To: WILLIAM E. WETZEL & ASSOCIATES S/N: 98R-920330AQ03001

1997 CHEVROLET K1500 EXT CAB 3DR 4X4 PICKUP

INTERIOR DIMENSIONS

	Inches	Feet	Meters
Front Seat Shoulder Width	66	5.50	1.68
Front Seat to Headliner	41	3.42	1.04
Front Leg - seatback to floor (max)	42	3.50	1.07
Rear Seat Shoulder Width	60	5.00	1.52
Rear Seat to Headliner	34	2.83	0.86
Rear Leg - seatback to floor (min)	23	1.92	0.58

Seatbelts: 3pt - front and rear
Airbags: FRONT SEAT AIRBAGS

STEERING DATA

Turning Circle (Diameter)	600	50.00	15.24
Steering Ratio:	17.00:1		
Wheel Radius:	14	1.17	0.36
Tire Size (OEM):	235-75R16		

ACCELERATION & BRAKING INFORMATION

Brake Type: FRONT DISC - REAR DRUM
ABS System: ABS UNKNOWN

Braking, 60 mph -> 0 (Hard pedal, no skid, dry pavement):
d = ___ ft t = ___ sec. a = -___ ft/sec/sec G-force = -___

ACCELERATION:

0->30 mph	t = ___ sec.	a = ___ ft/sec/sec	G-force = ___
0->60 mph	t = ___ sec.	a = ___ ft/sec/sec	G-force = ___
45->65 mph	t = ___ sec.	a = ___ ft/sec/sec	G-force = ___

Transmission Type: AUTOMATIC

NOTES:

Rated Bumper Strength: 5 mph

N.S.D.C. = 1997 - 1998

Reg. To: WILLIAM E. WETZEL & ASSOCIATES

S/N:98R-920330AQ03001

1997 CHEVROLET K1500 EXT CAB 3DR 4X4 PICKUP

OTHER INFORMATION

TIP-OVER STABILITY RATIO = 1.13 REASONABLY STABLE

CENTER OF GRAVITY (No Load):

Inches behind front axle	=	61.06
Inches in front of rear axle	=	80.94
Inches from side of vehicle	=	38.50
Inches from ground	=	28.40
Inches from front corner	=	101.25
Inches from rear corner	=	126.07
Inches from front bumper	=	96.06
Inches from rear bumper	=	121.94

MOMENTS OF INERTIA APPROXIMATIONS (No Load):

YAW MOMENT OF INERTIA	=	3429.00	lb-ft-sec ²
PITCH MOMENT OF INERTIA	=	3306.00	lb-ft-sec ²
ROLL MOMENT OF INERTIA	=	660.00	lb-ft-sec ²

FRONT PROFILE INFORMATION

ANGLE FRONT BUMPER TO HOOD FRONT	=	76.0	deg
ANGLE FRONT OF HOOD TO WINDSHIELD BASE	=	7.1	deg
ANGLE FRONT OF HOOD TO WINDSHIELD TOP	=	17.7	deg
ANGLE OF WINDSHIELD	=	46.3	deg
ANGLE OF STEERING TIRES AT MAX TURN	=	27.1	deg

FIRST APPROXIMATION CRUSH FACTORS:

Speed Equivalent (mph) of energy used in causing crush or indentation may be evaluated using the following formula and the appropriate Crush Factor (CF) and Maximum indentation depth, or MID, (in feet):

$$V(\text{mph}) = \text{Sqr root of } (30 * CF * MID)$$

Front Impact for a front engine vehicle	=	21
Front Impact for a Rear engine vehicle	=	27
Side Impact	=	27
Rear Impact for a front engine vehicle	=	27
Rear Impact for a rear engine vehicle	=	21

These CF values are based upon analysis of NHTSA Barrier Crash data, and from over 1000 vehicle accidents where independent evaluation of speed was possible. (These are NOT 'A', 'B', 'C', or 'G' values)

The Rear Impact data with more than 2-3 inches of crush damage should be looked at carefully, since some vehicles have very weak trunk & fender strength. Therefore, on some cars, esp. GM, your estimate from the rear crush data may be high by as much as 4-5 mph (on a crush of 18 inches).

CASE: O'GARA/HOLLAND ACCIDENT

DATE: AUGUST 12, 1999

INVESTIGATOR: FRANK M. THOMAS

ATTORNEY: COLAVECCHI

INTERVIEWS: DONNA M. DAUB

On above date this writer proceeded to the Curwensville-Luthersburg area for the purpose of conducting interviews with parties that were present at this accident scene.

Donna M. Daub, (female, age 22, R.D. 1, Box 262, Grampian, Pa, 16838, telephone #: 814-583-7307). Mrs. Daub is the first known person to have observed the wreckage. She was contacted at her residence which is just .4 of a mile north of scene along S.R. 4005.

Mrs. Daub advised that she was coming from Curwensville and noticed mud and debris on the road. She then saw this truck against the trees. She then drove to her house and returned with her husband, Chris. She said that they got back in about five minutes and that this other vehicle was there when they returned. She said she remained on the road near her vehicle with another lady while her husband went over to the truck to help out. Mrs. Daub remained at the scene until the victims were removed and the police interviewed her. She could not describe positions of the victims.

CASE: O'GARA/HOLLAND ACCIDENT

DATE: AUGUST 12, 1999

INVESTIGATOR: FRANK M. THOMAS

ATTORNEY: COLAVECCHI

INTERVIEWS: CHRIS A. DAUB

Chris A. Daub, (male, age 26, husband of Donna) contacted at residence and stated the following:

"I walked over to the truck. It was laying on the driver's side, right next to the trees. I saw this guy laying on the ground between the tree and the driver's door. Another guy (London) was already with him. The injured guy was on his back with his legs out, his arms were beside him. He wasn't moving. I only heard him say to London that his name was Steve. His head was pointed towards the road. I heard another guy in the truck. I couldn't see him so I walked over to the other side. The guy in the truck kept saying, 'I can't get out. Help me!' I could only see his legs at first. The truck was up in the air. It made it look like he was standing up. His legs were across the middle of the seat. It looked like he was laying on the passenger seat on his back with legs pointed towards the down side. His head was up towards the passenger door. He was trapped in that position until the ambulance people worked on opening up the truck. The roof of the truck was laying on his stomach area. They loaded the guy outside while they cut out the one inside."

CASE: O'GARA/HOLLAND ACCIDENT

DATE: AUGUST 12, 1999

INVESTIGATOR: FRANK M. THOMAS

ATTORNEY: COLAVECCHI

INTERVIEWS: MICHAEL L. LONDON and AMANDA L. LONDON

I proceeded to Luthersburg area and interviewed the London's at their residence:

Michael L. London, (male, age 27, R.D. 1, Box 45, Luthersburg, PA, 15848, telephone #: 583-7227). Mr. London interviewed and stated the following:

"We were coming from Amanda's dad's place in Curwensville. We saw this debris on the road and then saw a truck on it's side against a tree. We went past it and decided to go back and check it out. I didn't think anyone would leave a truck sitting like that if it had happened a lot earlier. When we turned around and came back I swung my car so that my headlights would shine on the trees and truck. That's when I saw a head on the ground between the tree and the trunk. No one else had stopped when we got there. I went over to the guy on the ground. He was laying between a tree and the cab part of the truck, just behind the driver's door with his head towards the road. At first it looked like his legs were under the door but the truck wasn't laying on his legs. There was some clearance under the door. The driver's door was open just a little bit. The guy was breathing, but he couldn't move.

"He was on his back with his head just behind the cab. He could only tell me that his name was Steve. I didn't know there was anyone else with him until I heard the guy in the truck hollering. I stayed with him until some medical people came and took over. I then tried to check the guy trapped in the truck. You couldn't see him very well. There were three limbs in the cap area and the truck was up in the air. All I could see when I looked through the front window was this guy laying with his head against the passenger door. Looked like he was pinned on the passenger seat. His chest was across the seat with a leg across the middle, pointed towards the driver's side. It was hard to see him, let alone get him out. When the ambulance crew freed him, they pulled him straight out the passenger door.

Amanda L. London, (female, age 19, wife of Michael) was interviewed and corroborated his statement. She advised that she only saw the head of the guy on the ground when they pulled in. She remained in their vehicle. She didn't walk over to the wreck.

CASE: O'GARA/HOLLAND ACCIDENT

DATE: AUGUST 12, 1999

INVESTIGATOR: FRANK M. THOMAS

ATTORNEY: COLAVECCHI

INTERVIEWS: JAMES A. HOOVER and TRAVIS GOODMAN

James A. Hoover, (male, age 34, 617 Susquehanna Street, Curwensville, PA, 16833, Deputy Fire Chief, telephone #: 236-3628).

Mr. Hoover advised that he arrived at the scene just seconds after the assistant rescue chief, Travis Goodman. Mr. Goodman was attending to the guy laying on the ground when he arrived. At this time, Mr. Hoover assisted. The position of the man thrown from the truck was just behind the driver's door, laying between the tree and the damaged cab area. Subject was on his back and not moving. His head was towards the roadway. Mr. Hoover advised that the guy trapped in the truck was laying on his right side on the passenger seat with his left leg over the console with his head against the passenger door. After removing the roof of the cab from the trapped man's mid-section, he was removed straight up through the passenger door.

Travis Goodman was unable to be contacted at this time.

INFORMATION: I transferred Mr. London to the scene and he was very exact about the location of the damaged truck and injured party that was laying on the ground.

Mr. London showed that the truck was laying approximately two feet inside of the tree with the injured man's head approximately 2.5 feet on the outside of the tree towards the road, just behind the drivers' extra cab area.

No further interviews at this time.

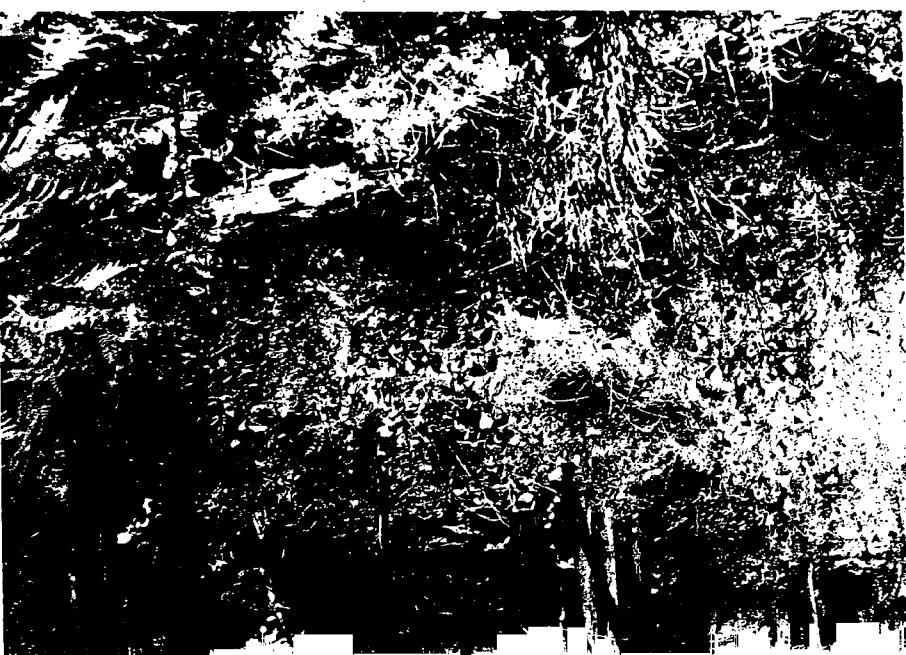
O'GARA/HOLLAND ACCIDENT
(Attorney Colavecchi)



MEW-3
July 29, 1999



MEW-2
July 29, 1999



MEW-1
July 29, 1999



MEW-9
July 29, 1999



MEW-8
July 29, 1999



MEW-7
July 29, 1999



MEW-15
July 29, 1999



MEW-14
July 29, 1999



MEW-13
July 29, 1999



WEW-19
July 29, 1999



WEW-20
July 29, 1999



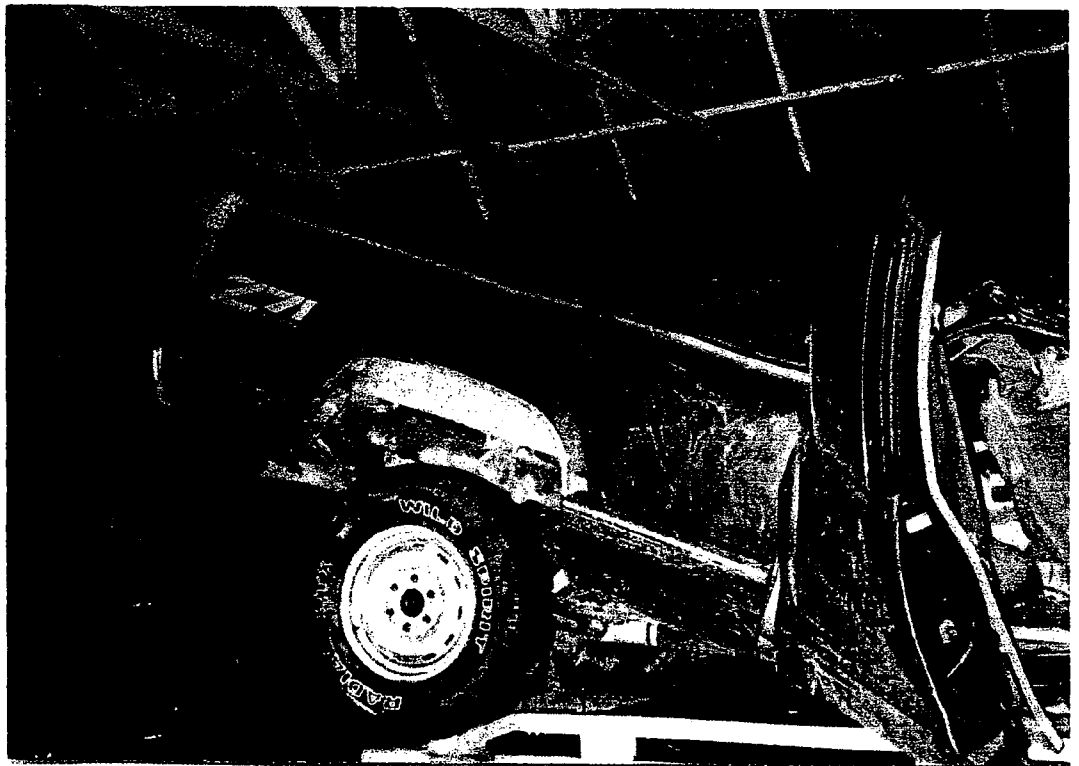
WEW-21
July 29, 1999

PHOTOLOG - Continued
Photos by Robert Holland

RH-1



RH-2



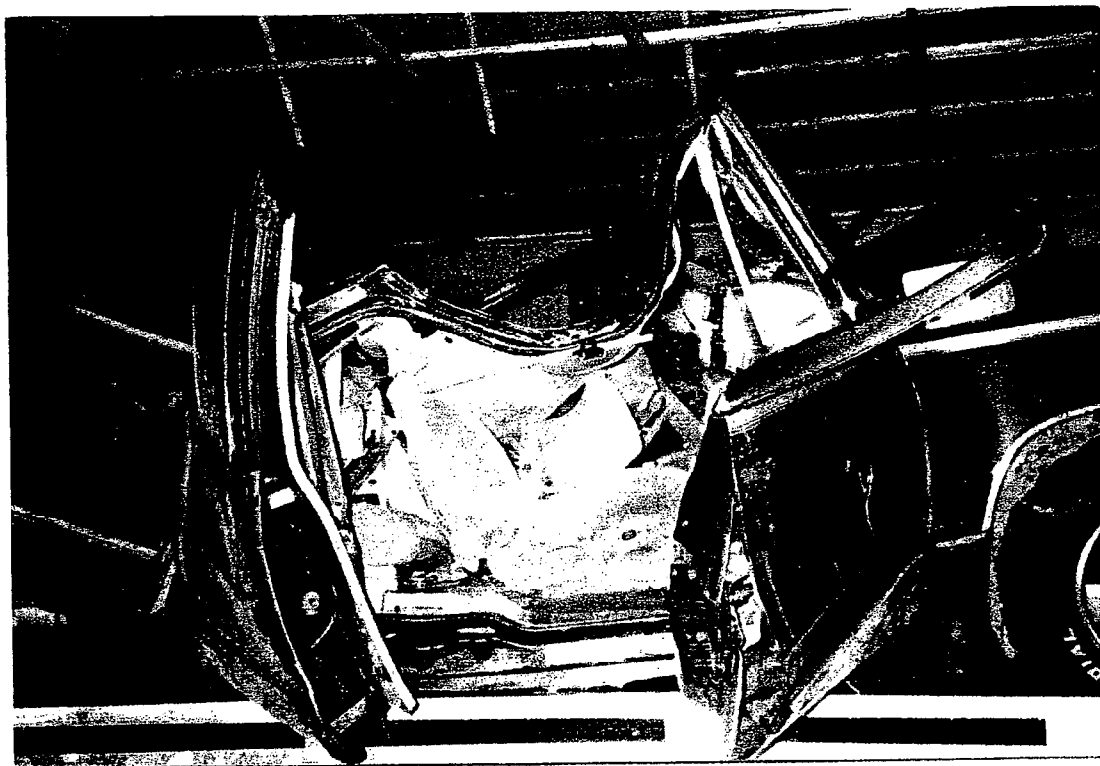
RH-3



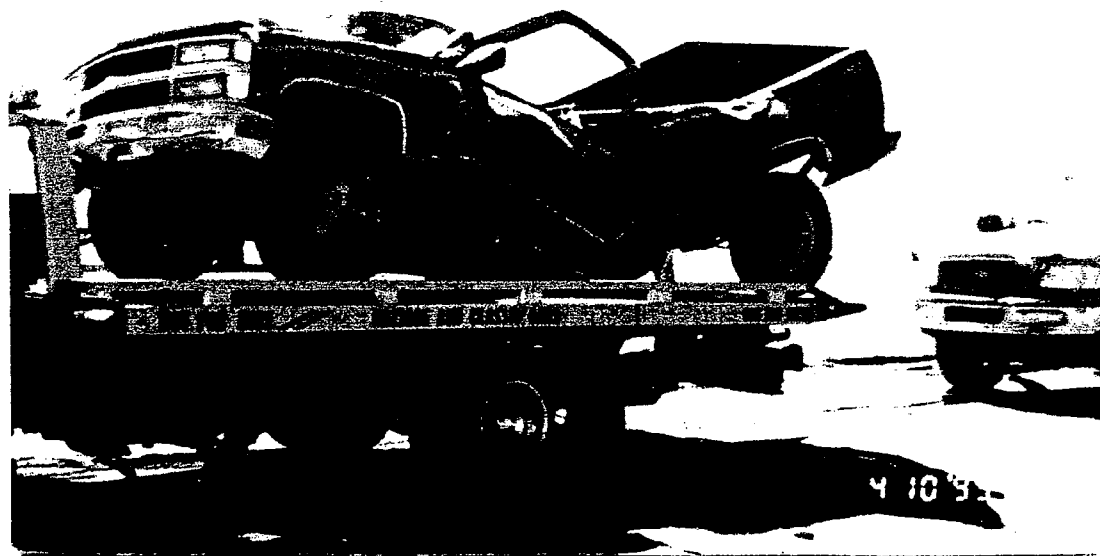
RH-4



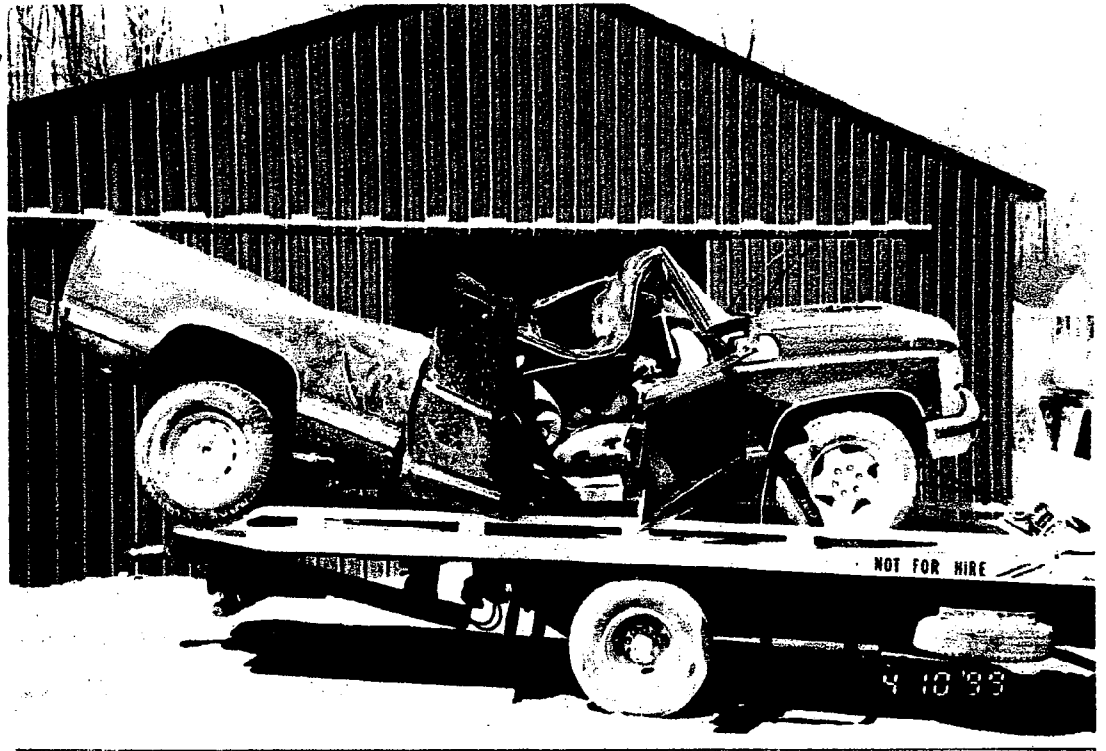
RH-5



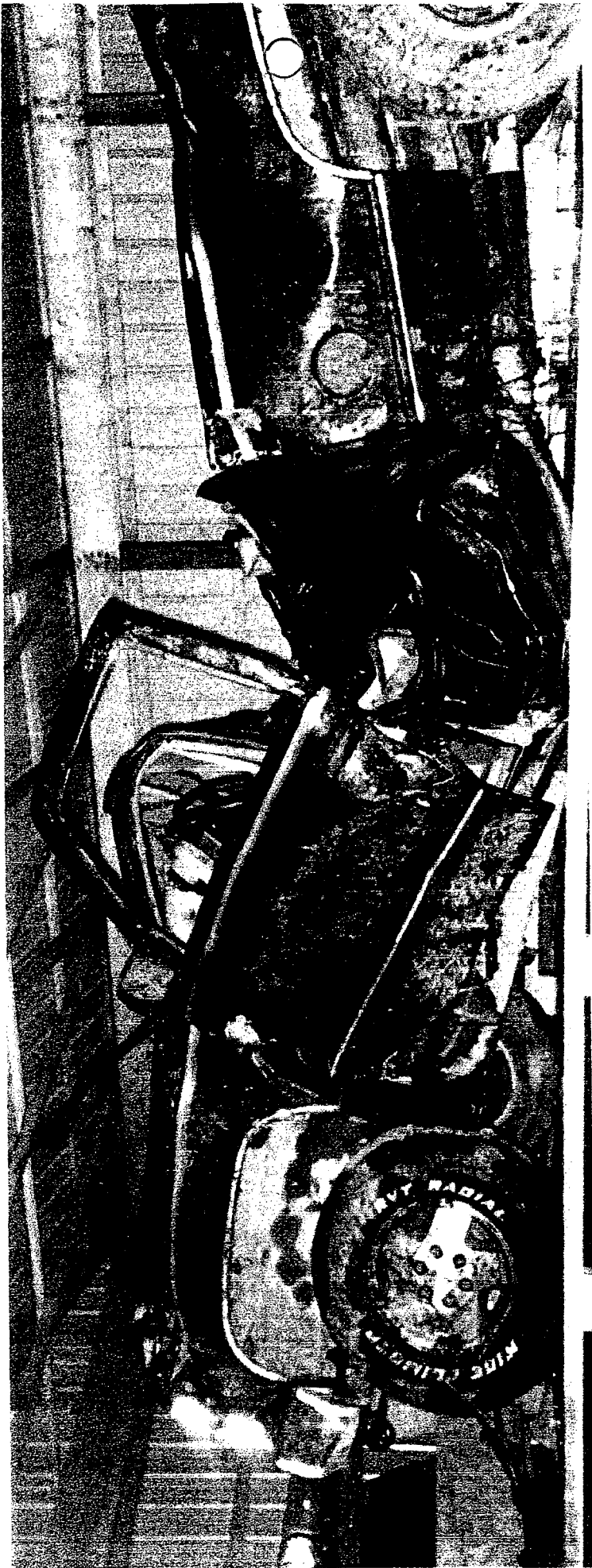
RH-6



RH-7



RH-8





BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

April 22, 1999

William W. Guthrie, Esquire
Suite 718, Frick Building
437 Grant Street
Pittsburgh, PA 15219

RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Services, Inc.
Date of Loss: 4/10/99

ASSIGNMENT: On 4/10/99 the above subjects were involved in a single vehicle accident in Clearfield County. You have requested that we conduct investigation with respect to this accident.

INVESTIGATION

PENNSYLVANIA STATE POLICE, DUBOIS BARRACKS:

We proceeded to the above location where we reviewed the Commonwealth of Pennsylvania Police Accident Report. The Pennsylvania State Police do not provide copies of reports at the barracks. One can be obtained, though, in the future from the State Police in Harrisburg after the report is completed. To date, the State Police investigation is ongoing and I would point out at this time that photographs were taken of the accident scene by Corporal Paul Dlsakovsky, although according to Trooper Brian Davies, the photographs have not been processed. Likewise, Trooper Davies has advised me that he still hopes to speak with both Steven O'Gara and Robert Holland, although there is no time frame when that is going to be done.

At this time, I would refer you to the enclosed five page police accident report along with the diagram. I prepared this report on a blank report, copying all information as it exactly appears on the report.

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Page Two

At this time, I would again refer you to the attached diagram which I copied as it exactly appeared. Trooper Davies advised me that the diagram is going to be revised and the direction which the vehicle was traveling which was north bound, would have been in a restricted passing zone. The broken yellow line would have been on their side of the roadway and it switched to no passing in their direction approximately 15' or so from the point of impact. I did drive by the accident scene and, in fact, this is how the roadway is. I would refer you to the attached diagram which I prepared and is not part of the police report, just to show you how the passing zone appears on the roadway and the distance to the point of impact was just estimated on my part.

The police report next contained two separate pages which were actually computer printouts which dealt with correspondence to the State Police Barracks in Findlay Township, Pittsburgh, Pa. and also contained some other information. At this time, I would refer you to the two pages identified on the top as from computer printouts.

Next, I would refer you to the three separate police accident supplementals which are self explanatory.

After copying and reviewing the report in its entirety, I interviewed Trooper Brian Davies. He advised me that before his report is completed, he would like to interview the two individuals, although to the best of his knowledge, Holland is still in serious condition at UPMC in Pittsburgh and he had heard that O'Gara had been released from UPMC and I have later learned that O'Gara is now in UPMC Rehabilitation Hospital in Pittsburgh undergoing rehabilitation.

In speaking with Trooper Davies, he denied that the vehicle had any mechanical problems that he was aware of. He stated that from looking at the truck, the tires were in good condition and he was not aware of anyone mentioning anything about any type of mechanical problems concerning the vehicle.

I did discuss with Trooper Davies if the State Police were going to get a search warrant and get both individuals' blood alcohol contents. He stated at this point in time they are not, as he does not believe they have enough probable cause to get a search warrant. He stated that may change in the future, but at least at this point, they are not pursuing that. He also mentioned to me that

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they have not been able to determine who was the driver of the vehicle, further complicating any filing of charges against the driver.

Trooper Davies did advise me that both O'Gara and Holland were already removed from the accident scene when he arrived. He stated to date he is not aware of any witnesses to the accident, and had no idea where O'Gara and Holland had been prior to the accident, or for that matter, where they were going.

I would also like to point out that I have attempted to contact Trooper Marks at the Findlay Barracks in Pittsburgh. He apparently had spoken with family members. As you can see from his supplemental, it does not contain any useful information, but I am attempting to speak with him nevertheless and upon receipt of any information, I will supplement this report to you.

TRI COUNTY NEWSPAPER, JEFFERS STREET, DUBOIS, PA:

We conducted investigation through this newspaper, and found one article which appeared in the Sunday, April 11, 1999 edition of the Tri County. At this time, I would refer you to a photocopy which appeared in the police blotter section, under Clearfield County, the second article down, it identifies two flown to Pittsburgh after wreck. This would be relative to our accident and this is the only information I could find in the paper. I would like to call to your attention that later in the day, I had an opportunity to conduct investigation at the Progress Newspaper in Curwensville, and it also contained a small article very similar to the one that appeared in the Tri County, and really had no other new information, thus, I did not get a copy of that. If you would like one, though, please let me know.

CURWENSVILLE VFD MEDIC RESCUE:

We conducted investigation at the above, and I first interviewed Scott Wink. As you know, his name appears in the State Police report, he being one of the EMTs at the scene. He advised me that when he arrived both O'Gara and Holland were in and out of consciousness and he had no idea who was driving, and had no idea where these individuals had been or where they were going.

He told me that he had heard Steve O'Gara was still at UPMC, he knew that his main problem was a skull fracture,

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Page Four

and Rob Holland's main problems were a spleen injury and also a broken back. It was his understanding that they put rods and pins in Rob's back, but from what he had heard to date, this procedure was successful. He also told us that he had been advised by Sherry Skebo that the surgeon who did the back surgery stated that it was because the paramedics did such an outstanding job stabilizing Rob that the surgery was successful and at least to point, he is not known to have any type of paralysis although is still in very serious condition. Scott Wink stated that he knew both of your subjects, although really did not know them personally as both of them are local men. I questioned him if there was any indication that either man had been drinking. Scott told me that he does not recall the odor of any kind of alcoholic beverage on either man, although quite frankly, he stated that they were just trying to save their lives and he really wasn't looking for that so to speak. He also told me that there was no sign of any alcohol at the crash scene such as alcohol in the truck, beer cans, that type of thing.

Also, I had an opportunity to interview Travis Goodman. He was also an EMT at the scene. He basically told me the same thing Scott Wink did regarding both men's condition at the present time, thus I am not going to reiterate on that. He also denied any type of alcoholic beverage odor on either man, nor any presence of beer cans or alcohol in the truck, and he also commented that they were mainly trying to save the lives of these men and he was not really paying attention to that so to speak. He stated that both men were in and out of consciousness, they never said who was driving the truck nor does he have any information as to where had been prior to the accident or where they were going.

Both of these men did point out to me that the road runs through a very rural mountainous area, and I can confirm that. They mentioned the possibility that maybe a deer or a bear ran out in front of them, although that was strictly speculation on their part. Also, Travis Goodman did tell me that when he was heading to the accident scene, he believes there was some light ice on the road because he recalled that his vehicle lost traction and slipped and skidded a little bit when he was going to the accident scene.

As far as background, Travis Goodman seemed to know both men a little bit better. He stated that Steve O'Gara has

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lived in Curwensville for about the last two years and works with Rob Holland at Holland Tree Service. He stated that Steve O'Gara is originally from the State of New York but really did not know much about him personally. He stated that he has known Rob Holland for a number of years, stated he is divorced and has a couple of kids. He stated that Holland Tree Service did both residential tree pruning and trimming, and also were involved in commercial logging in the area here.

I questioned both Mr. Wink and Mr. Goodman if either individual had been wearing their seatbelts and both men stated that they were just not certain one way or the other.

Both of these individuals have my name and number and have agreed to contact me should they develop any new information of value.

INTERVIEW SHERRY SKEBO, 327 GEORGE STREET, CURWENSVILLE, PA:

While in Curwensville, I attempted to speak with Sherry Skebo on several occasions, although was never able to locate her. I eventually spoke with her by phone at length and developed the following information.

With respect to her brother, Rob Holland, she stated that he still is in UPMC in Pittsburgh and he is still in very serious condition. When I spoke with her in the afternoon of April 21, 1999 she advised me that she had just seen her brother the day before, this being April 20, and he was still heavily sedated and had taken quite a bit of pain medication and only recently has he been able to realize what actually has happened to him. She stated for a period of time after the accident, he was totally out of it, in her words.

Sherry Skebo confirmed that Robert Holland has had extensive surgery done on his back, and confirmed that pins and rods have been placed in his spine to stabilize his spinal column. He is wearing what she described as a tortoiseshell cast, is confined to bed, and she stated that the surgeons who did the back operation are pleased with the results of the back surgery. He does have feeling in both of his legs and he is not believed to be paralyzed although he does have lack of feeling in one foot, although the doctors are optimistic

BUSINESS INFORMATION CO.

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that they have the broken back condition under control. He is, though, still having serious problems with his chest and lungs. He has two chest tubes in and he has a number of cracked and crushed ribs, but basically nothing can be done about that. The main problem is that he has large blood clots in both of his lungs and, in fact, he is scheduled to be evaluated by a thoracic surgeon on April 22, 1999 to determine what they are going to do about the blood clots in his lungs. To date, the doctors do not feel he is physically able to undergo any further surgery but they are concerned about the blood clots and they are going to have to be removed some way. She also stated that they have said that possibly he is going to lose part of one of his lungs, but nothing to date has been decided about that.

Again, the doctors are optimistic that the back surgery was successful, but they are very concerned about the lungs at the present time. Obviously, they have not given the family or Sherry any idea how long he is going to be in UPMC, but he is definitely going to need quite a bit of rehabilitation after this. He is still in the critical care unit on the 10th floor according to Sherry Skebo, and additionally, I did discuss with her possibly speaking with your subject, although she stated that he is not in any condition to speak at the present time.

As far as background regarding your subject, she advised me that she believes that he and your subject were on their way home when the accident happened. Your subject rents a farm out on Route 4007 toward Luthersburg. She confirmed that Steve O'Gara more or less also lived on this farm along with Rob's girlfriend, Rachel Good. She advised me that Robert had been married and divorced. His ex-wife, Chris Holland, still lives in Curwensville with their young son. He also has a daughter to an ex-girlfriend by the name of Toni Catalano, also being from Curwensville. Rob Holland does not have any children with Rachel Good.

Concerning the business, she stated that at the present time, your subject and Steve O'Gara were more or less partners, although as far as the corporation goes, the business is owned by Robert Holland. At one time they had a crew working for them, although they have been experiencing some financial problems and they no longer have a crew or truck, and basically at the present time have been involved in the buying and selling of timber

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in the area. Sherry Skebo advised me that apparently Steve O'Gara had either put money into the business and/or loaned Robert Holland money, and Robert Holland, on the other hand, was more or less bringing your subject along in the business, teaching him the timber business.

With respect to Steven O'Gara, Sherry Skebo stated that he was just released from UPMC Presbyterian Hospital and was now at UPMC Rehabilitation Hospital in Squirrel Hill where he is undergoing therapy for a brain injury. She stated that he did have some fractured vertebrae although they were in the outer part of the spine and did not require any surgery. His most serious injury was a cracked cheekbone and skull and subsequent brain injury. He also had cracked ribs but no surgery was done relative to that. She stated that he is suffering from short term memory loss from the head injury and is basically getting therapy at the Rehabilitation Hospital for this. She stated that in the several times she has spoken with Steven, he has no memory whatsoever of the accident and is still having problems with his short term memory at the present time. Sherry stated that she last spoke with him a few days ago and he kept repeating himself and losing track in their conversation. It is her understanding, though, with the regular therapy he is receiving, he should make a good recovery.

Regarding Steve O'Gara's background, he moved to Curwensville about two years ago. He is originally from New York City, this is where his parents and family are from, although she denied knowing them by name. She did tell me that he ended up in Curwensville as apparently he had met a girl in New York City who was originally from Curwensville. He moved back here with her, they have since broken up, but he became friends with your subject, Robert Holland, and in fact, they are best friends so to speak. Steve O'Gara goes with a girl by the name of Beth Solomon. She is a student at the Indiana University of Pennsylvania. As stated, Steve basically lived with Rob Holland, although I am told at times he did stay with his girlfriend at the Indiana University of Pennsylvania.

Regarding the vehicle involved in the accident, she confirmed that the truck was leased from her father to Robert Holland. She is going to be sending me a copy of the lease agreement and upon receipt of that, I will forward that to you immediately. Likewise, she is

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getting together all of the maintenance records on the vehicle. She told me that prior to the accident, she was not aware of the vehicle having any type of mechanical problems. She stated that she believed the vehicle had good tires on it and the vehicle was used regularly up until the time of the accident. She did tell me that the only recent work done to the vehicle was approximately two days before the accident, an individual by the name of Jamie Sloppy of 427 Walnut Street, Curwensville, put shocks on the truck. She was not certain if he put two or four shocks on or exactly what was done, but Jamie Sloppy is a friend of Rob Holland and did the work at their shop on the vehicle. Jamie Sloppy is currently out of state on a trip and is not expected to return until next week, although I am going to interview him.

After the accident happened, she advised me that her brother, Sam Holland, of R. D. #1, Curwensville, told her that when he was using the truck about a week before the accident, the truck seemed to jerk to the right but she stated this was only brought to her attention after the accident and she really knew nothing more about that. As we discussed, I am going to interview Sam Holland.

Sherry Skebo advised me that your subject, Rob Holland, did take care of the truck, although did admit that he was hard on the vehicle. A lot of the driving was done on back country roads, dirt roads and trails relative to it's use in the logging business.

In discussing this matter with Sherry Skebo, she advised me that she does not know who was driving the vehicle at the time of the accident. She stated that a few days after the accident, Rob had said he was driving and then he said he wasn't driving, and due to the fact that he was under so much medication and was in and out of consciousness, she stated that she honestly believes that he does not know who was driving the truck, as was the case with Steve O'Gara having no memory of the accident whatsoever. She did speculate that she thinks it is possible that actually Steve O'Gara was driving the truck based on the way he was ejected from the vehicle, although that was just speculation on her part.

With respect to where these men had been prior to the accident, Sherry Skebo stated that she did not know. She stated that she recalls that Rachel Good, this being Rob's girlfriend, had mentioned something at the

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hospital that they had been at Buster's in Clearfield, but they have never talked about that further and as you know, I am going to be interviewing Rachel Good regarding that. Sherry Skebo does believe that both her brother and Steve were on their way back to their farm in Luthersburg, this would be the direction they were traveling, and had no idea where they had been throughout the evening hours prior to the accident. She did tell me that both men worked on April 9, this being the Friday workday. She stated she recalls seeing both men sometime during the day at the shop but could not provide me with any type of a specific time frame. She stated that she had no idea what they were doing that day or that evening. I asked her if they kept any type of log or other type of documentation of their work day and she stated that she did not have any such records, and also mentioned that their business in logging takes them all over Clearfield County and also into the surrounding counties, and in her words, they could have been anywhere.

Regarding the accident itself, Sherry Skebo has no idea what caused the accident, although she did offer several explanations. She stated that the area there does have a lot of deer and bear and possibly they swerved to miss an animal. She also mentioned the possibility of a phantom vehicle and also told me that the night the accident happened, there had been snow earlier in the evening on top of the mountain where the accident took place, and also the road there may have been icy. She advised me that she did speak with a woman by the last name of Kline who lives close to the accident scene and in speaking to this woman several days after the accident, this woman told her that there was ice on certain parts of the road in the vicinity of where the accident happened. She is going to get this woman's name and phone number for me in the event that we need to speak with her.

I questioned her if Steve O'Gara owned a vehicle. She stated that he did not own any automobiles. She also stated that the truck was the only vehicle which Rob Holland owned and they had used the truck earlier in the day for work purposes. She also told me that Steve certainly had driven the truck on different occasions in the past and would have been familiar with the operation of the vehicle.

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During the course of my discussion with Sherry Skebo, she confirmed that both men did drink, although she denied that they were heavy drinkers. I asked her some places where they would frequent regularly and she told me that Steve O'Gara was a regular at the Central Hotel Bar and Rob also would go to this bar on occasion and believed that the men may have shot pool in a league there in the past. She also advised me that both men belong to a private club, this was the Firemen's Club which the fire department operates in town, and they were known to frequent this establishment. Also, some of the other bars in town were frequented, but she denied having any knowledge of either individual being at any of these establishments, nor did she have any knowledge of them being at any other bar other than the name of Buster's coming up the following day at the hospital.

In further discussing this matter with Sherry Skebo, I asked her about the men wearing seatbelts. She stated that both men were known to use seatbelts but certainly were not the type that used them on a regular day-in, day-out, every time in the vehicle basis. She went on to tell me that she believes that Steven O'Gara was not wearing a seatbelt but this saved his life as he was ejected from the vehicle. She stated that if he were wearing his seatbelt while driving, and again she speculates that he was driving, he would have been crushed by the steering column if he had been kept in his seat. She was not certain if her brother was wearing a seatbelt when the accident happened.

Sherry Skebo has agreed to get back to me with the records I have requested, and has agreed to contact me if she develops any other information which would be of value.

BUSTER'S BAR, 512 DAISY STREET, CLEARFIELD, PA:

While in the Curwensville area, I conducted limited investigation at this bar. As per our discussion, I am continuing my handling here and will keep you advised.

As per our discussion of Wednesday, April 21, 1999, I am submitting this report for your review, and as we discussed, continuing my investigation. After reviewing this report, if you feel any additional handling is warranted, please advise. As always, thank you for utilizing our services.

JOHN F. PETERS, III

JFP/slw
Enclosures

FROM COMPUTER PRINTOUT:

4/11/99, 13.05 hours. Trooper John Marks, Badge No. 5752.

Both subjects were medicated to the point of incoherence, therefore, no interview could be conducted. Both subjects BAC available with search warrant. Both subjects family members interviewed as to if they had been told by subjects what happened. Both subjects family members stated the subjects related that they did not know what what happened.

Injury Information:

O'Gara, broken back, skull fracture, collapsed lung.

Holland, broken back, spleen removed due to damage.

FROM COMPUTER PRINTOUT:

File request to Findlay Barracks. Need Officer to interview driver Steve O'Geara, possibly draw blood for BAC.

Robert Dan Holland, R. D. #1, Box 566-H, Curwensville, Pa. 16883, date of birth 12/6/66, social security number 211-62-8382. No restrictions or suspension on license.

OLN-20922172, valid 7/31/97, expiry 1/2/00, 5'10" tall, brown eyes.

Steven Gerard O'Gara, R. D. #1, Box 566-H, date of birth 11/14/71. Lives with Holland, originally from Staten Island, New York.

COPY

B I C

BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

May 13, 1999

William W. Guthrie, Esquire
Suite 718 Frick Building
437 Grant Street
Pittsburgh, PA 15219

RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Service, Inc.
Date of Loss: 4/10/99

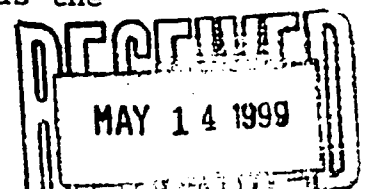
ASSIGNMENT: Please refer to my previous reports to you dated April 29, 1999 and April 22, 1999. As per our conversation of May 10, 1999, it was agreed upon that I would continue my investigation as we discussed.

INVESTIGATION

JAMIE SLOPPY, 427 WALNUT STREET, CURWENSVILLE, PA:

I had an opportunity to meet with Jamie Sloppy at his home in Curwensville, and developed the following information. He confirmed that he did do work on the truck which was involved in the accident of 4/10/99, advising me that approximately one week prior to the accident he replaced a shock absorber on the passenger front end of the vehicle. Mr. Sloppy was unable to provide me with a specific date when this was done, although in talking back and forth with him, he thinks it was possibly either April 1, or April 2, 1999.

Jamie Sloppy was doing some part time work for Holland Tree Service, and he advised me that one day, Rob came to their garage and told him to put a shock absorber on the truck and that the shock on the passenger front end was broken. Jamie Sloppy told me he only had time to do one of the shocks because they got a call, and he had to take their logging truck to the Treasure Lake area to pick up some trees, thus, he only put on the one shock. Although, to the best of his knowledge, that was the only shock that was broken on the vehicle.



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He told me that Rob Holland, to the best of his knowledge, had purchased two gas Napa shocks from the Napa parts store in Curwensville and again, he only replaced the passenger front end shock. He stated that the shock that was on the vehicle was broken off at the top where it bolts on to the truck. The shock itself was still functioning but the welded area was broken clean through, thus, the shock was not working properly and it was replaced.

Jamie Sloppy told me he had no formal mechanical training although has worked on cars all of his life, and had changed shocks on his truck many times which, by the way, is a 1995 Chevy pick up truck, four wheel drive. Jamie Sloppy advised me that he replaced the shock, there were no problems, and that he expected to replace the other shock at some point in time in the future, although he stated that as far as he knew, there was nothing wrong with the other shock on the vehicle, nor was he aware of any other problems concerning the front end of the vehicle, although he did not make any other inspections of the steering nor did he test drive it after replacing he shock.

Jamie Sloppy told me that he was not aware of any problems with the vehicle in the week prior to the accident and knew that Rob Holland had used the truck, but they never really discussed anything further about the truck after replacing the shock.

Jamie Sloppy did tell me that he knew about four months prior to the accident, Rob Holland had work done on the vehicle at Fred Diehl Motors which is a Chevy dealership and believed that he had the steering box replaced in the vehicle because he was having some type of problem, although he denied knowing specifically what, other than telling me that the only time he drove the truck, which was a number of months ago, the steering in his words seemed very easy and he described it to me as one would merely have to barely touch the steering wheel to move it and turn the vehicle. He went on to tell me that his 1995 Chevy, which also has power steering, is harder to turn, although he made the comment that he felt it was just the way the vehicle steered and was not aware of any type of mechanical problems.

Jamie Sloppy also told me that he believes that Rob Holland had some work done on his vehicle at Mains Garage in Curwensville, a month or two before the accident,

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and believed that they replaced the front brakes on the vehicle.

In discussing the accident with Jamie Sloppy, he advised me that he had no idea where Rob Holland and Steve O'Gara had been prior to the accident. He told me that he only found out about the accident the following day. He did go visit your subject in the hospital a week or so after the accident and told me that at that time Rob had no recollection of the accident. Furthermore, he told me just this past week end which would be the week end of May 8, 1999, he went and took Rob out for a ride for about an hour to Rob's farm toward DuBois, Pa. He stated that they drove by the accident scene and Rob told him that he could not remember anything about what happened.

He stated that Rob is making a good recovery, although still is in a lot of pain and the hour drive was all Rob could take physically, and he has not talked to him since the week end.

No other information of value was developed at this time and I concluded my handling.

SHERRY SKEBO, HOLLAND TREE SERVICE, INC., BAILEY ROAD, CURWENSVILLE, PA:

As you are aware, I have spoken with Sherry Skebo, and since our conversation of May 10, 1999, she had advised me that she had the maintenance records for the vehicle which was involved in the accident, along with a copy of the lease. I met with her at their place of business and obtained the enclosed summary history display and also a copy of the lease between David L. Holland and Holland Tree Service, Inc.

I would like to call to your attention that I have been back in touch with Sherry Skebo requesting any maintenance records they have from Mains Garage in Curwensville. I only became aware that the vehicle was allegedly serviced there after speaking with Jamie Sloppy later in the day.

With respect to Steven O'Gara's condition, she advised me that he is still in New York and she has agreed to get me a phone number in case we need to get in touch with him. She stated that when she last spoke with him, he still seemed to be a little bit disoriented, stating that he would drift off in their conversation but she does see some improvement in his condition. She also advised me

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that he may be back in Pittsburgh in a couple of weeks to get a check up. She also advised me that recently he was having a problem that he was getting some bleeding from his ear, but she denied knowing anything more about that.

With respect to her brother, Rob Holland, she stated that he was still in his brace and using a walker to get around. He is going to have a physical therapist come into the home and she also told me that he has been having some problems with his blood count recently. The doctors are not exactly sure what the problem is and they are not even certain if it is related to the accident or not, but they are monitoring that situation. She also commented that some days he has good days and some days are bad days, and he still hopes to make a full recovery and return to work.

No other information was developed here and we concluded our handling.

FRED DIEHL MOTORS, INC., CLEARFIELD, PA:

I took the liberty of contacting Fred Diehl Motors, Inc. and at this time would refer you to the enclosed four page fax which I received in my office on the morning of May 13, 1999. I had contacted Fred Diehl Motors and requested the service invoices pertaining to the most recent work done on the vehicle there, to include the repairs made to the steering. These are identified on page four of the fax received from Diehl Motors.

Also, at this time, I would like to call to your attention that while I was in the area, I attempted to speak again to Rachel Good, this is the girlfriend of Rob Holland. As you know, I have left a number of messages at her home with family members and also on her answering machine, although she has never contacted me. Thus, I went to their residence on Hunger Hollow Road, DuBois, Pa. 15801. Unfortunately, I did not find her at home, I left a note and my business card and I will continue my efforts to speak with her. Likewise, I have also requested that Sherry Skebo have her contact me. When I interviewed Ms. Skebo, I told her I needed to speak with her. She advised me that Rachel Good just recently secured a construction job working as a flag girl and has been working long hours, but that she would also request that she contact me and I will update my report to you if I speak with her.

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The only other think I would like to mention is that in my conversation with Sherry Skebo, she did question me about the storage status concerning the truck which was involved in the accident. She voiced her concern to me that possibly the business was going to get stuck with a large storage fee and she also questioned what part of the fee would be paid by the insurance, and of course, I did not provide her with any answers to those questions.

BUSTER'S BAR, 512 DAISY STREET, CLEARFIELD, PA:

Initially, I would like to call to your attention that Buster's Bar is owned by Hallstrom, Inc. Their Pennsylvania liquor license number is R15728. Their LID number is 42813. The president, secretary and treasurer is identified as Gregory J. Hallstrom. Their liquor license is current and the manager of the establishment is identified as Angel G. Siegel.

As you are aware, I conducted some preliminary investigation at the bar, although did not receive any new information. Thus, I have since spoken directly with the manager here, Angel Siegel. She advised me that she would have been tending bar in the afternoon hours on April 9, 1999, although she was not exactly certain which one of her girls would have been tending bar that night, and she has agreed to get back to me. Initially, she told me that she had heard about the accident as several of her girls, they being her bartenders, had talked about it, and she made the comment to me that from what she knew and heard, neither of your subjects were at the bar that night. Again, I am waiting to hear from her specifically who was tending bar that night and, of course, I will follow up on that.

PENNSYLVANIA STATE POLICE, DUBOIS BARRACKS:

As you are aware, in our conversation of May 10, 1999 I had made several attempts to speak with Trooper Brian Davies, this being the trooper investigating the accident. I have been trying to reach him and will continue my efforts to speak with him but I did take the liberty of stopping in at the State Police barracks and again reviewed the police report just to see if there were any additional supplemental reports filed since our intial review of the report, and I can tell you that there have been no additional reports or supplemental reports filed to date and again, I will update this with Trooper Davies when he next comes back on duty.

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At this point in time, I am submitting this report for your review, along with my bill for these additional services. I am going to continue my efforts to speak with Rachel Good and also follow up with Buster's Bar.

After reviewing this report, if you feel that any additional handling is warranted, please advise.

As always, thank you for utilizing our services.

JOHN F. PETERS, III

JFP/slw
Enclosures

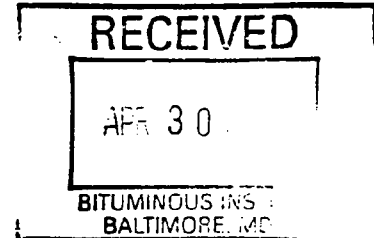


BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

April 29, 1999

William W. Guthrie, Esquire
Suite 718, Frick Building
437 Grant Street
Pittsburgh, PA 15219



RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Services, Inc.
Date of Loss: 4/10/99

ASSIGNMENT: Please refer to my previous report to you which had been faxed to your office on April 22, 1999. This report will supplement additional investigation.

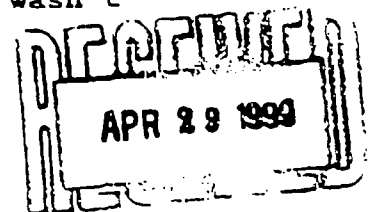
INVESTIGATION

PENNSYLVANIA STATE POLICE, TROOP B, FINDLAY BARRACKS,
TROOPER JOHN MARKS:

I had an opportunity to interview Trooper Marks. As you will recall, he was the trooper who conducted investigation at UPMC Presbyterian University Hospital after the accident. His narrative report has already been faxed to you.

I contacted Trooper Marks just to see if he had any other information which was not in his report, or would be of value to us. He spoke with me and advised me that he recalled arriving at the hospital, both men were heavily sedated on morphine and other pain killing drugs. He stated that Steven O'Gara, he recalls, was in bed in a fetal position, and could not even talk.

He did state that he did speak briefly with Robert Holland, although he told me it was obvious that Robert Holland was out of it in his words due to the medication and his injuries. He told me that Holland initially said he was driving and then said he wasn't



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driving the vehicle and based on his condition at the time, Trooper Marks stated that he could not draw any specific conclusion from his conversation with Robert Holland.

He told me he talked to family members although they had no pertinent information of value.

Regarding these individuals being under the influence of alcohol at the time of the accident, he made the comment to me that off the record, in talking with the nurses who were present, he got the impression that both men were definitely intoxicated, although he did not see any documentation of that through hospital records and he basically stated, as did Trooper Davies, that they would need probable cause to get a search warrant to get those records, and he stated that decision or the pursuit of getting a search warrant would have to be handled by Trooper Davies.

No other information of value was developed here and we concluded our handling.

INTERVIEW WITH SAM HOLLAND, R. D. #1, CURWENSVILLE, PA
PHONE 814/236-3049:

After several attempts, I spoke with Sam Holland. As you are aware, this individual was identified to me as having driven the truck approximately a week before the accident, and made mention of the fact that there was a problem with the steering.

Sam Holland advised me that he had used your insured's pick up truck approximately 6-7 days before the accident of 4/10/99. He believed the actual day he used it was April 3, 1999 although he was not entirely certain of that. He advised me that he had borrowed the truck and had driven from Curwensville to Johnstown and back, this being a round trip distance of about 130 miles. They had gone to Johnstown to pick up a motorcycle which was actually a dirt bike which his son purchased there. He advised me that in driving down and back on a number of different occasions, he noticed a problem with the steering in the car which he did not believe had anything to do with the road surface for the tires on the vehicle and believed it was steering related. He stated that for no reason, the truck at different times would jerk one way or jerk the other way. He described it as an actual turning of the front wheels of the truck and steering wheel as opposed to there being play in the steering.

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He also made the analogy that it was like when you are driving and you doze off for a split second and then grab the wheel and over-correct your steering. He described it as a quick and severe motion, although not one that happens on any sort of a regular basis and he did not feel it was related to the surface of the road or potholes.

I tried to pin Mr. Holland down as to how many times this happened when he used the vehicle and he stated that he didn't pay a lot of attention to it, but it happened a couple of times going down and coming back from Johnstown.

Sam Holland told me that he had driven the truck before but only probably on a few different occasions. He stated that his brother, Rob Holland, never mentioned anything to him about any type of steering problems or any problems with the vehicle for that matter. He told me that the vehicle would have been currently inspected and as far as he was concerned, his brother would have had the vehicle in good running condition.

In speaking with Sam Holland, he also confirmed that both Rob Holland and Steve O'Gara would have used the vehicle in the course of their logging business and did agree that both men certainly would be familiar with the operation of the vehicle.

Additionally, I questioned him if he was aware of any type of recent work being done on the vehicle prior to the accident, and he denied any knowledge.

In discussing this matter with Sam Holland, he brought to my attention that he had a friend by the name of Don Dufour, phone 814/236-1346, who also has a Chevy pick up truck which he believed to be a newer model, possibly a 1998 or 1999. As you are aware, your insured's vehicle was a 1997 year model. Nevertheless, he told me that after the accident, he ran into this individual and they were talking about it. Don Dufour stated that he was having similar problems with his truck just a few weeks ago and that this individual had the vehicle repaired at a local Chevy garage. He was not exactly sure what the repairs were, but seemed to recall it had something to do with a computer chip that may control the steering or some type of system in the car. I have not contacted Mr. Dufour, although as we discussed, if you feel that is warranted, please let me know.

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When I interviewed Sam Holland on the evening of April 27, 1999, he advised me that his brother, Rob Holland, was still in UPMC Presbyterian Hospital in Pittsburgh. On Friday, April 23, 1999, Robb Holland underwent further surgery as indicated in my other report he was having problems with blood clots in his lungs. Initially, on the 23rd of April, they attempted to take out the blood clots by performing an artherosclerotic procedure although this was unsuccessful. They then, according to Sam Holland, had to cut out one of Rob's ribs and they scraped his lung and the last he knew, the surgery was basically successful, although he is still in the hospital here and Sam Holland had no idea if and when he was going to be released. He is still in serious condition and his condition is day to day.

With respect to Steven O'Gara, Sam Holland told me that he had heard over last week end, that being the week end of April 24, 1999, some family members of Steven O'Gara had come to Pittsburgh and had taken him back to New York City. His present whereabouts there were unknown to Sam Holland, although I will try to develop where he is at through Sherry Skebo. He did tell me that the last he heard, Steven O'Gara was still suffering from brain damage. He confirmed that he had been in the rehabilitation hospital in Squirrel Hill for a while, although he was still having memory problems and according to Sam Holland, he could not concentrate for any period of time and seems to drift in and out of reality.

We did not develop any other information from this individual and I concluded my handling.

As you are aware, I identified Rob Holland's girlfriend, Rachel Good, her phone number is 814/371-3832. I have made a number of attempts to speak with her, although to date I have been unsuccessful, although I have just left another message with her mother on the morning of April 29, 1999 and I will advise you immediately upon speaking with her. Also, I am going to attempt to speak with Beth Solomon, this being the girlfriend of Steve O'Gara, just to see if she has any information of value and of course, I am going to follow up at Buster's Bar after speaking with Rachel Good.

As per our conversation of April 28, 1999, I advised you of the results of our investigation. Likewise, I am including my bill for services rendered to date. After

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reviewing this report, if you feel that any other handling is warranted, please advise.

JOHN F. PETERS, III

JFP/slw



BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

June 3, 1999

Ms. Carol Yates
Bituminous Insurance Company
P. O. Box 509
Lutherville, Maryland 21094

RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Service, Inc.
Date of Loss: 4/10/99

ASSIGNMENT: Please refer to my most recent report to you dated May 13, 1999. This report covers additional investigation which was conducted to date.

INVESTIGATION

INTERVIEW WITH RACHEL GOOD--PHONE 814/371-3832:

As you know, I have made numerous attempts to speak with Rachel Good. She had been identified as being the girlfriend of Rob Holland. I reached her by phone, and quite frankly I think I surprised her. She went on to tell me that she had tried to call me back on a couple of different occasions but my number was disconnected. Quite frankly, I don't believe that, but nevertheless, I did speak with her. She did answer the majority of my questions, although I just have a feeling that she may have been holding back some information from me, but that is just my opinion.

For your information, Rachel Good has been the girlfriend of Rob Holland for approximately the last three and a half months. She told me that she had gone with him about two months prior to the accident. She stated that she did, on occasion, stay at Rob Holland's farm with him and Steve O'Gara, and in fact, spent the night of April 8, 1999 at the farm and recalls that both Steve and Rob left for work on Friday, April 9, 1999 early, possibly before 7:00 a.m. She stated that she had no

H.O. COPY MAILED 6/7/99

idea where they were going or what they planned to do that day, although generally they left for work together and generally left early. She told me that she talked to Rob sometime that afternoon. She had no specific idea at what time. She recalled that Rob was going to stop and talk with his brother, Scott Holland, who lives in Curwensville, but that was the only thing she recalled from the conversation. She had no idea where they had been earlier, nor could she tell me what their plans were for the remainder of the day or evening.

She next advised me that she called Rob Holland sometime around 1:00 a.m. on April 10, 1999 on his bag phone which was in the truck, she believed. The phone number for Rob Holland's bag phone was 814/592-5825. She told me that Steve O'Gara answered the phone. She believed that they were in the truck because that is where the phone was kept. They never used to take it out of the truck. She also told me that Steve passed the phone to Rob which leads her to believe that Steve O'Gara was actually driving the truck at this time, although again that is speculation. She went on to tell me that generally she would talk to who ever wasn't driving. She told me that she talked with Rob briefly and recalled Rob stating something to the effect that they were ready to leave Clearfield, or that they were just leaving Clearfield. She stated that Steve and Rob were heading back to their farm, actually the farm which Rob owned, and she recalled that they talked about meeting there, although she made no specific commitment to meet them there because she told me that she would have to drive quite a distance. She had her mother's car, one of the headlights were burned out, and as it turned out, she decided against meeting them at the farm that night.

Rachel Good told me that she contacted them around 1:00 a.m. from her friend's home in Penfield, Pa., this being the residence of Antoinette Smith, who resides in the Pine Valley Trailer Park. She told me that Antoinette Smith's phone number which she called from was 814/637-5909.

Rachel Good denied that either Steve or Rob told her where they had been that evening. She also told me that she did not detect that either man had been drinking and denied that either of them sounded to be intoxicated.

As you know, earlier in my report, Sherry Skebo had indicated that Rachel Good had related to her that they had been at Buster's Bar in Clearfield. Rachel told me

that she had heard this through the grapevine so to speak, and had no specific information or individuals' names who would provide us with any leads to confirm that. She also stated that she had heard they were at another bar in Clearfield called St. Charles, and again, could not provide me with any other specific information, particularly any leads which would allow me to confirm that they were at this particular bar.

I questioned Rachel Good about whether either Steven O'Gara or Rob Holland had made any comments to her about where they had been, and she stated that as far as she knew, neither man has any knowledge as to where they were prior to the accident.

As for Rob Holland's present physical condition, she stated that he is getting better, although spends most of his time still laying in bed. She denies having any recent contact with Steve O'Gara, although commented that she had heard he is still suffering from problems from his head injury. She told me that she knew that Steve O'Gara was back in New York. She initially believed that he went to live with his sister there. She told me that she wrote him a letter and he has called her several times, although they have missed each other and she has not spoken with him. She did tell me that she had the sister's address and name, although after I requested it, she told me that she could not find it.

I would like to call to your attention that I did speak with Dave Exline of R. J. Lee regarding some lab analysis he was going to do. I did question Rachel Good if she recalled what type of clothing either gentleman was wearing that day and she told me that she had no recollection. She also denied having in her possession or obtaining after the accident any articles of clothing worn by either man. She did tell me that she believed that their boots were taken into possession by the fire department, but she had no knowledge as to where any of their articles of clothing were at the present time.

In my discussion with Carol Yates, there was a question as to whether Steve O'Gara leased, or if there was any type of formal rent agreement between him and Rob Holland. Rachel told me that she was not aware of any type of lease or rental agreement and that Steve and Rob lived together on the farm, but went on to comment that she had only been going with Rob for a couple of months before the accident and did not know all of their business or everything about their relationship.

We did not develop any other information of value here and concluded our handling.

INTERVIEW SHERRY SKEBO:

As per our conversation of May 21, 1999, you posed several specific questions with respect to the above captioned matter and it was agreed upon that I would get back in touch with Sherry Skebo regarding that. Additionally, Dave Exline of R. J. Lee had been in touch with me as per your request to make arrangements with Rob Holland to have hair and saliva samples obtained.

I spoke with Sherry Skebo on May 26, 1999. As you know, she had questioned me concerning the truck which was involved in the accident and also storage of the truck. As you requested, I provided her with the name of Larry Gorman of your company.

With respect to Steve O'Gara living with Robert Holland on their farm, Sherry Skebo told me that as far as she knew, there was no type of lease or formal rent agreement and basically did not pay any type of rent, although certainly his work for Rob more or less compensated for rent.

Sherry Skebo additionally told me that as far as she knew, there was no type of formal business agreement or contract between Steven O'Gara and Rob Holland, but they were basically the only two working in the business on a regular basis. She denied that Steve O'Gara drew any type of a pay check from the company, nor was he paid any type of regular wage, but did tell me that she was certain that Rob would give him cash on occasion when finances would permit, although she denied that he was ever issued a 1099 or any other type of formal wage documentation.

I questioned her regarding Steve O'Gara owning a vehicle, she denied this. At the time I spoke with her, I was not aware of Steve O'Gara not being a licensed driver, although this came to light later in my investigation.

I questioned Sherry Skebo as to Steve's current address and phone number and she said she would get that and get back to me, although as you know, Rob Holland is now represented by an attorney as is his business and I have been advised by their attorney not to contact them.

During my conversation with her on May 26, 1999, I questioned her as to what happened to the clothes both men were wearing at the time of the accident. She told me that as far as she knew, none of the clothes of either individual were still around. She believed that some were cut off of both men and she stated that the only clothes which she had in her possession were Rob Holland's work boots.

During my discussion with Sherry Skebo, she advised me that the State Police had determined that Steve O'Gara was the driver of the car, although quite frankly she did not know how they had reached that conclusion. She told me that the State Police interviewed Rob and Steve and that no charges were filed. She also told me that she thought Steve was going to be back in town. I questioned her about obtaining the hair and saliva samples from Rob Holland and she gave me Rob's phone number of 814/236-0194, this being the phone number of his brother, Scott Holland, who is also in Curwensville who he has been staying with recently. I left several messages and spoke with Rob Holland on the morning of May 27, 1999. The main purpose of my phone call was to make arrangements to obtain the lab samples needed and Mr. Holland was a little bit agitated when I called him, thus I did not speak with him very long other than the fact that he told me he was going to check with his attorney, but he did not feel there would be any problem. He questioned why the samples were needed as he told me that Steve O'Gara was the individual driving the car. Subsequently, as you know, Rob Holland left a message on my company's answering machine on May 31, 1999 at 12:41 p.m. advising that I would need to speak with his attorney, Joseph Colavecchi which I did on the morning of June 1, 1999. As you know, Mr. Colavecchi represents Rob Holland and also Holland Tree Service, and has advised me that no further contact would be permitted with his clients at the present time and more than likely would not permit any contact with his clients until a formal claim had been presented.

PENNSYLVANIA STATE POLICE, DUBOIS BARRACKS:

After receiving information that the police report had been completed, I proceeded to the Pennsylvania State Police barracks and obtained information from page ten and page eleven of their respective report, which is enclosed for your review. As you know, I am in the process of ordering the completed report from the State Police and will supplement my report to you once I receive that.

Page Six

I am not going to reiterate further on what appears in the last two pages of the police report other than bringing to your attention that Steve O'Gara was cited for driver required to be licensed and also while no DUI charges have been filed, I was advised by the Trooper in charge at the barracks that it is still a possibility that further DUI charges could be filed.

Additionally, I would like to call to your attention that the file contained 13 photographs. As you know, the police report indicated that they had been taken by Corporal Paul Dlsakovsky. He was not available, although I was permitted to look at the 13 photographs. Quite frankly, the majority of them are of very poor quality. It was obvious they were taken at night, although there was not proper light or flash. Nevertheless, I reviewed the photographs which are not identified by any type of number, but I would like to comment on each particular photograph.

The first one is a photograph of the steering wheel of the pick up truck. The second photo is the rear end and license plate of the truck, and they are visible. The third photo is indiscernable. The fourth photo is indiscernable. The fifth photo is of a no passing zone sign. The sixth photo is of the rear end of the truck and license plate. The seventh photo is basically indiscernable although one can see a wheel of the truck on its side. The eighth photo was taken through the front windshield and one can see blood on the dash board of the truck. The ninth photo shows the front cab in the trees. The tenth photo is basically indiscernable other than seeing a tree. The eleventh photo is poor quality with the truck on its side. The twelfth photo is poor quality with the truck on its side. The thirteenth photo is also of very poor quality showing the rear of the truck.

I will continue to monitor the State Police investigation and should I develop any new information, I will advise you immediately. Likewise, I am going to submit to the Pennsylvania State Police in Harrisburg for a formal accident report.

DISTRICT MAGISTRATE FORD, DUBOIS, PA:

I conducted investigation at the above address as I was advised that a traffic citation had been issued to Steven Gerald O'Gara. Magistrate Ford was in hearings, although

later in the day I had an opportunity to obtain the enclosed traffic citation. I was advised that a copy of the citation has been sent to Steven O'Gara registered mail, although they have not received a response to date and I will continue to monitor the situation there.

While I was in the DuBois/Clearfield area, I did conduct some limited investigation at the St. Charles Restaurant and Bar located on Third Street in Clearfield. As we discussed, I am going to continue my investigation and will advise you of any new results.

As you are aware, I would like to again call to your attention that I did discuss this matter with Attorney Bill Guthrie on May 27, 1999. Subsequently, I spoke with you on the morning of June 1, 1999 and it was agreed upon I would continue my efforts to speak with Steven O'Gara. To the best of my knowledge, he is not represented. Attorney Joseph Colavecchi told me that he and his firm certainly would not represent Steven O'Gara as there would be a conflict of interest. Additionally, if possible, we will try to obtain the necessary lab samples from Steven O'Gara.

After reviewing this report, if you feel that any other investigation is warranted, please let me know and I will be more than happy to assist you. Thank you for utilizing our services.

JOHN F. PETERS, III

JFP/slw
Enclosure

cc: William W. Guthrie, Esquire
Frick Building, Suite 718
437 Grant Street
Pittsburgh, PA 15219



BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

August 20, 1999

Ms. Carol Yates
Bituminous Insurance Company
P. O. Box 509
Lutherville, Maryland 21094

RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Service, Inc.
Date of loss: 4/10/99

Dear Ms. Yates:

As per our most recent conversation, I would refer you to the enclosed photocopy of a certified Commonwealth of Pennsylvania Police Accident Report which I have just received with respect to the accident of 4/10/99. I have sent the original certified copy to Attorney William Guthrie.

As per our most recent conversation, I am placing this matter in line for further investigation and surveillance and will advise you as soon as that is completed. As an additional note, I would refer you to the enclosed newspaper article which came to my attention. It appeared in the Butler Eagle Newspaper dated June 30, 1999 regarding an investigation being conducted by the National Highway Traffic Safety Administration with respect to the engineering of C-K pick ups 1997 through 1999. As you know, the Holland vehicle was a 1997 Chevrolet K-1500. I have not conducted any further investigation relative to this, although if you feel that additional investigation is warranted, please advise. Thank you for utilizing our services.

Very truly yours,

BUSINESS INFORMATION COMPANY

John F. Peters, III
John F. Peters, III

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AUG 23 1999

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BALTIMORE, MD.

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8/23/99
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8/23/99

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■ The Food and Drug Administra-
tion and the Food Safety and In-
spection Service have not agreed on

Feds investigate steering on some GM trucks, SUVs

BY THE ASSOCIATED PRESS

WASHINGTON — Federal ex-
perts are investigating the safety of
some General Motors Corp. pickups
and sport utility vehicles after
dozens of motorists complained the
steering wheel moved unexpectedly
as they traveled at moderate to
high speeds.

The National Highway Traffic
Safety Administration is examining
the engineering on C-K pickups and
Suburban, Yukon and Tahoe sport
utility vehicles from model years
1997-1999. GM and government offi-
cials said 1.5 million to 2 million of
the vehicles are on the road.

Government investigators said 76
motorists complained the vehicles'
power steering assistance system is
somehow involved in sudden over-
steering during turns or lane
changes and sometimes cause vehi-
cles to veer out of the lane, accord-
ing to the agency's monthly report
on auto defects released Tuesday.

There are four reports of crashes,
the agency said.

responsibility to the report, USDA
and FDA. the positive things
they have done which have result-
ed in declining incidences of salmo-
nella from eggs, were ignored by
the GAO. But both agencies gener-
ally agreed with the GAO's recom-
mendations.

GM spokesman Greg Martin said
the company is cooperating with
the investigation.

Agency investigators are looking
at whether a vehicle sensor is send-
ing erroneous signals to the steer-
ing system. The so-called Electroni-
cally Variable Orifice sensor detects
rapid steering wheel movements
that indicate emergency maneuver-
ing of the vehicle. A steering sys-
tem, called the Variable Effort
Steering system, then provides full
power steering to help the driver.

GM has told the agency the sys-
tem was designed to improve dri-
vers' feel of the road when steering.
"It is GM's position that there is no
effect on vehicle control, and there-
fore this is not a safety issue," the
report said.

About one-third of the motorists
complained about a jerking motion
in the wheel or momentary over-
steering, while others complained
about unexpected veering from the
travel lane.

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September 24, 1999

373-J-00594-

Ms. Carol Yates
Bituminous Insurance Company
P. O. Box 509
Luthersville, MD 21094

RE: STEVEN GERALD O'GARA
ROBERT DAN HOLLAND

Insured: Holland Tree Service, Inc.
Date of Loss: 4/10/99

ASSIGNMENT: Please refer to my most recent report to you. This report supplements additional investigation that we have conducted to date.

INVESTIGATION

SURVEILLANCE OF TUESDAY, SEPTEMBER 14, 1999:

As you are aware, we had been conducting investigation to determine the whereabouts of Steven Gerald O'Gara. I had developed that he was, in fact, back living in the Curwensville area, although we were not able to develop a specific address for him. I did develop, though, that Robert Holland was still staying with his brother, Scott Holland, who resides on Bailey Road in Curwensville.

6:31 a.m. At this time, we arrived in the vicinity of the residence of Scott Holland on Bailey Road in Curwensville. Scott Holland's residence is accessed by a driveway which also accesses the commercial building for Holland Tree Service and also Robert Holland's parents. We set up in a position which afforded us an opportunity to monitor vehicles coming and going from the driveway here.

COPY TO H. O. 9/28/99 RECEIVED

Copy mailed to Attny.
Copy mailed to Attny.

SEP 28 1999

9:30 a.m. At this point, there had been no sign of your subject, Robert Holland. Thus, I made several attempts to determine if he was at Scott Holland's home. Unfortunately, the phone was picked up several times by an answering machine. We also attempted to reach Robert Holland's parents, although the phone at that residence went unanswered. Additionally, I had placed a phone call to the business, Holland Tree Service, and that phone also was unanswered. Additionally, our file does maintain a cell phone number for Holland Tree Service. I called that number and that phone also went unanswered.

Based on these developments, I felt it would be warranted to check the farm where Steven O'Gara and Robert Holland stayed on occasion.

10:01 a.m. At this time, we located Rob Holland's farm which is located on Route 4007 in the Luthersburg area of Clearfield County. The area here is very rural, although we did locate the farm and could see there were several beef cattle which were in a fenced in area. There is an old barn and an old farm house on the property. The farm sits back off of the road and is secluded, thus I went in through the woods and determined that no one was at the farm. I next spoke with a resident neighbor utilizing a pretext and was advised that at times people do stay at the farm and at other times, no one is there, although people do stop in to check on the animals. My source here advised that the cattle were Rob Holland's but specifically what he does here at the farm was not known as our source does not have a view of the farm area.

Based on this information, I concluded my handling here and proceeded to the District Magistrate's Office in DuBois, Pa.

11:45 a.m. I would like to call to your attention that after leaving the DuBois area, I did again make a spot check of the farm and also the residence of Scott Holland, and was unable to locate your subject, thus I concluded my handling in the area.

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Page Three

DISTRICT MAGISTRATE PATRICK N. FORD, DuBOIS, PA:

As you are aware, I conducted investigation through the magistrate and determined that Steven G. O'Gara had entered a plea of guilty to the charge of driving without a license. At this time, I would refer you to the enclosed two photocopies which I secured from District Magistrate Patrick N. Ford. The first is a printout of the docket transcript, while the other photocopy is the actual plea of Steven O'Gara, pleading guilty to citation number G0616881-6. I also checked with the magistrate and they advised me that no other charges have been filed with respect to Steven O'Gara.

As per our phone conversation in the late morning hours of September 14, 1999, I have made the information in this report known to you and we are scheduled to conduct further surveillance on October 13, 1999.

Additionally, as per our most recent conversation, you have advised me that you are going to be sending me authorizations for Steven O'Gara and Robert Holland with respect to medical records you need from UPMC in Pittsburgh, and upon receipt of those authorizations, I will secure the records as soon as possible and forward them to you.

As always, thank you for utilizing our services.

JOHN F. PETERS, III

JFP/slw
Enclosure

cc: Attorney William Guthrie
Suite 718 Frick Building
437 Grant Street
Pittsburgh, PA 15219



02141-124

BUSINESS INFORMATION COMPANY

P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

November 1, 1999

Ms. Carol Yates
Bituminous Insurance Company
P. O. Box 509
Luthersville, MD 21094

RE: STEVEN GERALD O'GARA
ROBERT HOLLAND

Insured: Holland Tree Service, Inc.
Date of Loss: 4/10/99

Dear Ms. Yates:

As you know, in our conversation of September 14, 1999, it was agreed upon that we were initially going to conduct surveillance of the above captioned subjects at their respective doctors appointments scheduled for October 13, 1999 at the offices of Michael-Gerard Moneman, D.O., in State College, Pa.

Subsequently, on October 13, 1999 I spoke with you and Larry Gorman, and you requested that we not conduct surveillance, but to make contact with Steven O'Gara at the doctor's appointment and have him contact Attorney Andrew Gallogly immediately.

On October 13, 1999 I proceeded to the office of Dr. Michael-Gerard Moneman at 2437 East College Avenue, Suite 1, State College, Pa. 16801. As you requested, I had an opportunity to speak with Attorney Gallogly at length regarding this matter.

As you are aware, Steven O'Gara's appointment was scheduled for 10:30 a.m. and Robert Holland's appointment was scheduled for 10:00 a.m. Believing that both men may be coming to the appointment together, I arrived at the doctor's office at 9:05 a.m. and was advised by the doctor's secretary that neither man had arrived yet for their appointment. I waited in the parking lot, and at 9:45 a.m. neither individual had arrived. Thus, at

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BALTIMORE MD

BUSINESS INFORMATION

Ms. Carol Yates
November 1, 1999
Page Two

this point, I went in and spoke with the doctor's secretary. She advised me that she had not heard from either individual and believed that they were coming for their respective appointments.

At 10:10 a.m., Robert Holland arrived at the doctor's office. I would describe him as being 5'7" tall, having a medium muscular build. He was dressed in blue jeans, a blue teeshirt, brown leather work boots. I could see that his hands were clean, he was clean shaven, and the only apparent sign of disability was with his right leg in which he walked with what I would describe as a drop step. Robert Holland did not appear to be in any type of physical discomfort. He was not wearing any visible medical aids or braces, and spoke clearly with the doctor's receptionist and other than the already mentioned drop step with his right leg, appeared to be in good health.

As per my earlier conversation with Attorney Gallogly, I made no contact whatsoever with Robert Holland.

At 10:20 a.m., I had spoke with the receptionist while Robert Holland was with the doctor. She advised me that she had not heard anything from Steve O'Gara, and she also advised me that even if he showed up, he would not be seen by the doctor because of scheduling conflicts. At this point in time, I left the doctor's office and waited in the parking lot, as I wanted to see how Robert Holland had gotten to his doctor's appointment. At 10:29 a.m. I observed Robert Holland exiting the doctor's office and he proceeded to walk and get into a newer model Mercury Sable sedan, PA plate AJD-5191. He got into the vehicle, started it, and then exited the parking lot, and eventually got on Route 322 west. I did not follow Mr. Holland any further, but returned to the doctor's office and waited there until noon and confirmed that Mr. O'Gara did not show up for his scheduled appointment.

At this point, based on my earlier conversation with you and Attorney Gallogly, I proceeded to the Curwensville area and conducted investigation there, attempting to locate Steven O'Gara. I had spoken with several local sources in town, although no one had seen him recently, and I was told that possibly he was living back in New York, although I was never able to confirm or deny that.

BUSINESS INFORMATION C

Ms. Carol Yates
November 1, 1999
Page Three

Subsequently, on October 18, 1999 I received a phone call from Attorney Gallogly advising me that he had been contacted by Steven O'Gara and had an opportunity to interview him over the phone. I am not going to reiterate on that information as essentially that is contained in his letter of October 25, 1999.

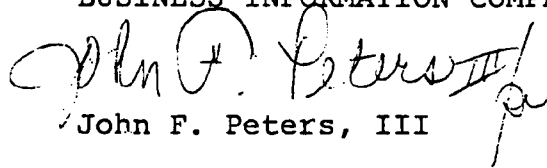
Attorney Gallogly and I discussed additional investigation that I will be conducting in this matter. Subsequently, I spoke with you on October 29, 1999 and it was agreed upon that I would proceed with that investigation.

As an additional note, I would like to call to your attention that the vehicle Robert Holland was driving when observed on October 13, 1999 is registered to the Auto Lender, Inc., 549 1/2 East Mahoning Street, Punxsutawney, Pa. 15767. It is a Mercury sedan, year model 1995.

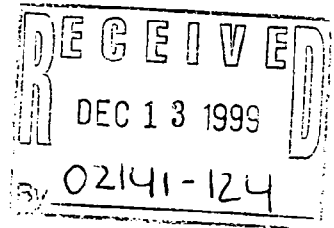
Thank you for utilizing our services.

Very truly yours,

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John F. Peters, III

JFP/slw



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P.O. BOX 398 • MONROEVILLE, PA 15146 • PHONE (412) 373-2761 • FACSIMILE (412) 373-4167

December 7, 1999

Ms. Carol Yates
Bituminous Insurance Company
P. O. Box 509
Luthersville, MD 21094

RE: STEVEN GERALD O'GARA
ROBERT HOLLAND

Insured: Holland Tree Service, Inc.
Date of Loss: 4/10/99

ASSIGNMENT: Please refer to my most recent report to you dated November 1, 1999. The following investigation was conducted at your request.

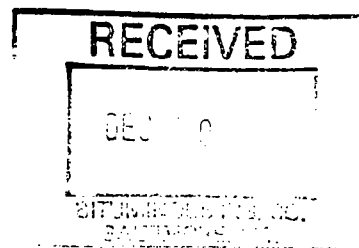
INVESTIGATION

INTERVIEW WITH JEFF HOOVER, PRESENT RESIDENCE ADDRESS--
R. D. #2, BOX 370, CURWENSVILLE, PA--PHONE 814/236-0290:

I would like to call to your attention that I conducted extensive investigation in the Curwensville/Clearfield area and eventually located the above captioned subject. Jeff Hoover was unavailable. I spoke briefly with his wife and later had an opportunity to interview him by phone.

Jeff Hoover was cooperative and I felt that he was being honest and up front with me.

For your information, Jeff Hoover is going to be moving in the next month or so and is going to be residing at R. D. #1, Box 502-A, Allegheny Street, Curwensville, Pa.



Initially, I questioned Jeff Hoover about his relationship with Steven O'Gara and he described him as being a friend of his, although certainly not a close friend. He knew that O'Gara was originally from New York and worked with Rob Holland. He told me that he knew Rob Holland most of his life and was also a friend of Rob's.

Regarding the evening in question, this being Friday, April 9, 1999, Jeff Hoover told me that he picked up Steve O'Gara around 5:00 p.m. at the Holland Tree Service Building located on Bailey Road in Curwensville. He told me that Steve had been at Rob Holland's shop when he arrived, although he denied seeing Rob Holland there. He stated that he then drove Steve to the Firemen's Club in Curwensville and that he and Steve shot pool for approximately an hour to an hour and a half. He also stated that Steve O'Gara had one or two beers which he believed were ten ounce drafts and also stated that he believed it was some type of a light beer, although he denied knowing the brand which was served at the club on this date. He confirmed that the Firemen's Club is a private club, although basically is open to anyone in the community who wants to join, but they must be approved by membership. Jeff Hoover went on to tell me that Steve left the Firemen's Club although could not say if he left with any other individuals or if he left alone and assumed he was going to another bar in town, more than likely the Central Hotel.

At this time, I would like to call to your attention that I asked Jeff Hoover if, in fact, Steven had been drinking prior to his arrival or if there is any indication of this, and he stated that he could not say one way or the other. He did mention that it was a known fact that on occasion Steve and Rob would drink at their shop and that friends would stop by and drink with them there, although he could not provide any specific information regarding this on the afternoon of April 9.

Jeff Hoover went on to tell me that he left the Firemen's Club shortly after Steve did and went home to get cleaned up. He stated that he then went from his residence to the Central Hotel in Curwensville arriving there sometime between 8:00 and 9:00 p.m. He stated that when he arrived, both Steve O'Gara and Rob Holland were at the bar drinking beer. He believes that both of them were drinking Bud Light bottles and he also commented that was generally their regular brand. He identified the bartender at the Central Hotel as a Donna Kelly, although he informed me that she no longer works there.

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Jeff Hoover stated that he was at the bar until approximately 10:00 or 10:30 p.m., this being about the approximate time when Steve and Rob left the bar.

During the period of time Jeff Hoover was at the bar here, he believes Rob Holland and Steve O'Gara had at least five bottles of beer, this being Bud Light, and he also stated that he recalls both men had a couple of shots when he was at the bar here. He stated that they were drinking a liquor called Tequilla Rose. I asked Jeff Hoover specifically how many shots each man had and he stated again a couple, but then went on to tell me that the Central Hotel has a shot limit whereas a patron can only have three shots and stated that more than likely they had their limit of three shots of Tequilla Rose each.

Regarding each man's condition, he stated that Rob Holland, in his opinion, was really drunk. On the other hand, from what he could recall, he did not think that Steve O'Gara was that intoxicated, although he was unable to provide me with any specifics regarding each man's condition, other than again commenting that Rob Holland seemed to be very drunk and based on this, he assumed that Steve O'Gara drove the Holland vehicle from the Central Hotel to Buster's Bar in Clearfield, Pa. but again, did not see them leave the bar.

Other than Jeff Hoover confirming several individuals whose names we already had, he was unable to provide me with any names of other individuals who may have seen the two men at the bar and I concluded my interview with him.

INTERVIEW SCOTT HOLLAND, BAILEY ROAD, CURWENSVILLE, PA
PHONE 814/236-0194:

I attempted to speak with Scott Holland several times when I was in the area on November 16, 1999 although never found him at home. I left my business card for him to contact me, although I have not received any response and spoke with him by phone on the morning of November 19, 1999. Scott Holland, I found to be very vague, and on a number of questions he told me he just could not remember. Nevertheless, this is what I developed.

Scott Holland advised me that he saw his brother, Rob Holland, sometime in the early afternoon hours of April 9, 1999 when Rob had stopped by his house and

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told him that he was going to be downtown later at the Central Hotel and to stop by. Scott Holland advised me that he did run into his brother at the Central Hotel in Curwensville sometime in the early evening hours and also recalls that Steve O'Gara came into the bar after he was already there. He confirmed that the bartender was a Donna Kelly at the Central Hotel, although other than confirming that both Steve and Rob were drinking at the bar, he denied knowing what they were drinking, how much they had to drink, nor did he identify any other individuals with them. He told me that he was only at the bar for an hour or so and that was all he knew. Again, I find it hard to believe that is the extent of his knowledge, but that was all the information we were able to obtain from Scott Holland.

INTERVIEW MARK WITHERITE, R. D. #2, BOX 279,
CURWENSVILLE, PA--PHONE 814/236-0689:

We conducted extensive investigation and located Mark Witherite. He lives in the small community of Ferguson outside of Curwensville.

According to Mark Witherite, on the evening of Friday, April 9, 1999 he first ran into Rob Holland and Steve O'Gara at the Central Hotel in Curwensville. Mark Witherite stated that he arrived at the bar here at approximately 9:00 p.m. He stated that the bartender was a woman named Donna, last name unknown, and that the Central Hotel was very crowded. He stated that he recalled both Rob Holland and Steve O'Gara were drinking, he believed it to be beer, but could not provide any specifics concerning that, such as whether they were drinking drafts or bottles, or for that matter, if they had any shots. He commented that he just really was not paying any attention to that, but went on to tell me that they were at the bar for approximately two hours or so, and Mark Witherite confirmed that he also went to Buster's Bar in Clearfield.

Mark Witherite stated that he did not know who drove Rob Holland and Steve O'Gara from the Central Hotel to Buster's. He commented that they arrived at Buster's Bar approximately the same time. He had his own ride there. He could not comment as to what Steve and Rob had to drink at Buster's Bar in Clearfield, stating that he was basically talking to his friends and they were talking to theirs, although he assumed that they drank something there. He stated that he left Buster's after an hour or so and believed that Rob Holland and

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Steve O'Gara were still there, and that was basically all he knew.

He stated that he could not recall anything out of the ordinary regarding either gentleman's condition with respect to being intoxicated.

He stated that Buster's was crowded, he believed there was a man who was tending bar there, but denied knowing the bartender's name, nor did he have any other information of value. Thus, we concluded our handling with him.

INTERVIEW ADAM BRESSLER, R. D. #1, BOX 575, OLANTA, PA
PHONE 814/236-1842:

We conducted investigation and located the above captioned subject. I attempted to speak with him several times while in the Curwensville area, although I was unsuccessful. I later spoke with him by phone.

He admitted to being a long time friend of Rob Holland, although he is much younger than Rob. He admits to knowing Steve O'Gara for about the last two years, although stated that they were not close friends.

In my conversation with Adam Bressler, I got the impression that he was somewhat protective of Steve O'Gara and Rob Holland, and possibly was downplaying the amount both individuals had to drink, although as you can see later in my interview, he admitted to drinking somewhere in the area of 10-12 beers and felt that they probably had that many while he was with them. He had no idea how much they had to drink prior to that, obviously indicating that both individuals possibly were much more intoxicated than he thought.

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Adam Bressler told me that he arrived at the Central Hotel bar in Curwensville sometime between 8:00 and 9:00 p.m. He recalled arriving at the bar, stated that both Steve O'Gara and Rob Holland were seated at the bar and that both individuals were drinking. He could not recall specifically what they were drinking but told me that more than likely they were drinking beer.

Adam Bressler denied knowing anything more specific about their drinking at the Central Hotel. He did state that they may have had a round of shots but he was not entirely certain of that. He told me that throughout the course of the evening, he believed he had somewhere in the area of 10-12 bottles of beer and felt that more than likely both Holland and O'Gara had consumed that much at least during the period of time he was with them.

Adam Bressler denied knowing how long O'Gara and Holland had been at the bar prior to his arrival, nor did he have any idea how much they had to drink. He stated that they left the Central Hotel sometime around 10:30 p.m. and he stated that Rob Holland drove the truck while Steve O'Gara and he were passengers in the truck. He stated that Rob Holland's driving seemed to be normal and he denied seeing any signs that either Rob Holland or Steve O'Gara were intoxicated in his opinion.

After arriving at Buster's Bar in Clearfield, he stated that he recalled Steve O'Gara and Rob Holland sat at the bar while he went and visited with other friends who were at the bar here and he stated that he was unable to comment as to what or how much either individual had to drink, although does believe that they did drink at Buster's. He stated that they were at Buster's for an hour or so and then he recalls they left Buster's Bar and drove to the St. Charles in Clearfield, which according to Adam Bressler is about a quarter mile away from Buster's. Rob Holland drove the truck and he stated that he did not observe any problems with Holland's driving from Buster's to the St. Charles. He stated that he believes they arrived there sometime around midnight and they went to the bar which is in the downstairs portion of the establishment. He stated there was a DJ that night playing and there may have also been a band, he was not certain of that, but went on to state that there were 2-3 different bartenders working the bar downstairs, it was very crowded, he believed that both Steve O'Gara and Rob Holland may have been dancing and also trying to pick up girls but he stated that he more or less was with another group of friends

at that point in time and knew that they drank beer here, but denied knowing how much or what brand. He provided me with the name of an individual by the name of Justin Tkacik from the Arnolddtown area who may have been talking with Rob and Steve and I am in the process of trying to locate that individual.

According to Adam Bressler, at around 1:00 a.m. or so, he recalls Rob asking him if he needed a ride and believed that Rob and Steve were getting ready to go home. He stated that he did not need a ride and essentially that was his last contact with Rob and Steve. He knew that the pick up truck had been parked in the parking lot but denied knowing who drove the vehicle from there, although according to Adam Bressler, Rob was the only one driving the truck when he was with Steve and Rob.

Concerning Steve and Rob's drinking that night, again Adam made the comment that he believed he had between 10-12 beers and assumed that Rob and Steve each had that many. He had no idea how much they had to drink afterwards. In trying to pin down the condition of Rob Holland and Steve O'Gara, Adam Bressler provided me with this observation, that both individuals were not sober, but were not wasted, in his words, and described them as being at a medium level of intoxication. He was unable, though, to provide me with any other specific characteristics leading him to make this conclusion.

Regarding background on Steve O'Gara and Rob Holland, Adam Bressler told me that as far as he knew, Steve and Rob lived together on their farm. He stated that they were always out together and were always out drinking together. He did tell me that he had heard that Steve O'Gara regularly used marijuana but denied that either Steve or Rob used any in his presence that night. He also denied any knowledge of either individuals drinking in the truck during the course of their travels that evening.

INTERVIEW BILLIE M. MATTIE, R. D. #3, CLEARFIELD, PA
PHONE 814/762-8540:

Prior to interviewing the above subject, I had conducted investigation at the Uni Mart in Curwensville, Pa. and eventually had an opportunity to speak with the manager there by the name of Sherry. I questioned Sherry about Steve O'Gara and Rob Holland being in the Uni Mart just before the accident of 4/10/99. She told me that she was not working that night and that this was something

that had been told to her by a former employee, Billie Mattie. Sherry denied recalling anything specific about what Billie Mattie told her other than the fact that these men were in the store prior to the accident. Sherry did provide me with the last known address for Billie and a phone number which, unfortunately, was disconnected. I conducted extensive investigation and eventually located her, although after speaking with Billie Mattie by phone, really did not develop any useful information. She stated that while it is possible that she was working at the Uni Mart on the night in question and may have seen these individuals, she had no first hand recollection of it. She denied knowing either Steve O'Gara or Rob Holland, stating that she would not know either of them if they walked in front of her right now. As you know, in the interview of Steve O'Gara, he had indicated that Sherry told him that he got an ice cream and a rootbeer. I brought this to her attention and she had again no specific knowledge, nor could she provide me with any information as to who was driving the vehicle or any other information of value for that matter, thus I concluded my handling with her.

CURWENSVILLE POLICE DEPARTMENT, CHIEF DeLUCCIA:

During the course of my investigation in Curwensville, I spoke with the police chief. Initially, I had made an inquiry attempting to locate one of the individuals already mentioned in this report and I also made a general inquiry about Robert Holland and Steven O'Gara. Chief DeLuccia stated that he has known the Holland family for quite a long time and really did not have any negative criticisms toward Robert Holland per se, although did indicate that there were some criminal charges pending in Clearfield County which he believed had to do with their business, and timber leases. He, though, would not release any other information about that, stating that would be in the courthouse and a matter of public record. I also made an inquiry about Steven O'Gara. He also indicated that he believed there was some sort of criminal charges pending with respect to the tree service business, possibly dealing with leases and property owned by Georgia Pacific, but denied knowing the specifics of that, and commented that he had not arrested either individual for anything. He did tell me that the FBI had made an inquiry with him, this being out of the Johnstown District, but he would not release any other information about that either.

I questioned him if he had any information or knowledge as to these individuals' whereabouts prior to their accident, and he stated that while hearing of the accident, he did not conduct any investigation, obviously as it was out of his jurisdiction and really had no other useful information about that.

During the course of my discussion with him, I felt that possibly he was rather suspicious of Steven O'Gara and his background, but he made no further comments to me.

As per my conversation with Attorney Andrew Gallogly on November 22, 1999, and the subsequent message I left with you, I am submitting this report covering my investigation to date and I am continuing my investigation in this matter, and upon completion will supplement this report to you.

After reviewing this report, if you feel there is any additional handling which we have not discussed which may be warranted, please advise. Thank you for utilizing our services.

JOHN F. PETERS, III

JFP/slw

1. View south along SR 4005 from a position south of accident site.
2. View of light tire mark found in northbound lane south of accident site.
3. Close-up view of light tire mark.
4. View of tire marks along eastern berm of road in advance of accident site.
5. Close-up view of tire tread marks in depression along eastern berm.
6. Measurement of tread block employed to compare with Holland truck.
7. View north along SR 4005 from 250 feet south of point pickup left highway.
8. View north along SR 4005 from 200 feet south of point pickup left highway.
9. View north along SR 4005 from 150 feet south of point pickup left highway.
10. View north along SR 4005 from 100 feet south of point pickup left highway.
11. View north along SR 4005 from 50 feet south of point pickup left highway.
12. View north along SR 4005 from point pickup left highway.
13. View from northbound lane toward trees struck by pickup (note mark along side of road indicating position where pickup left highway).
14. View from trees looking back toward highway showing tiremarks along berm.
15. View of tree damaged by contact with front bumper of pickup.
16. View of trees struck by pickup.
17. View of trees struck by pickup.
18. View of trees struck by pickup.
19. Close-up view of paint chips from pickup on tree.
20. View of trees struck by pickup from a position northeast of impact point (note glass and trim piece in foreground).
21. Close-up view of trim piece from pickup found northeast of impact.
22. Close-up view of trim piece from pickup found northeast of impact.
23. View of ground in area northeast of impact (glass fragments from windshield found in this area).
24. View of glass fragments from windshield or side window of truck.
25. View of right front of pickup.
26. View of left front of pickup.
27. View of right side of pickup.
28. View of left side of pickup.
29. View of underside of truck taken from the rear.
30. Overhead view of cab taken from bed.
31. Manufacturer ID label on driver's side door.
32. Odometer reading at time of accident.
33. Inspection sticker found on driver's side dash.
34. Inspection sticker found on driver's side dash.
35. Inspection sticker found on driver's side dash.
36. View of power steering pump.
37. Power steering fluid level.
38. Power steering fluid level.
39. View of brake fluid reservoir.
40. Close-up view of brake fluid reservoir.

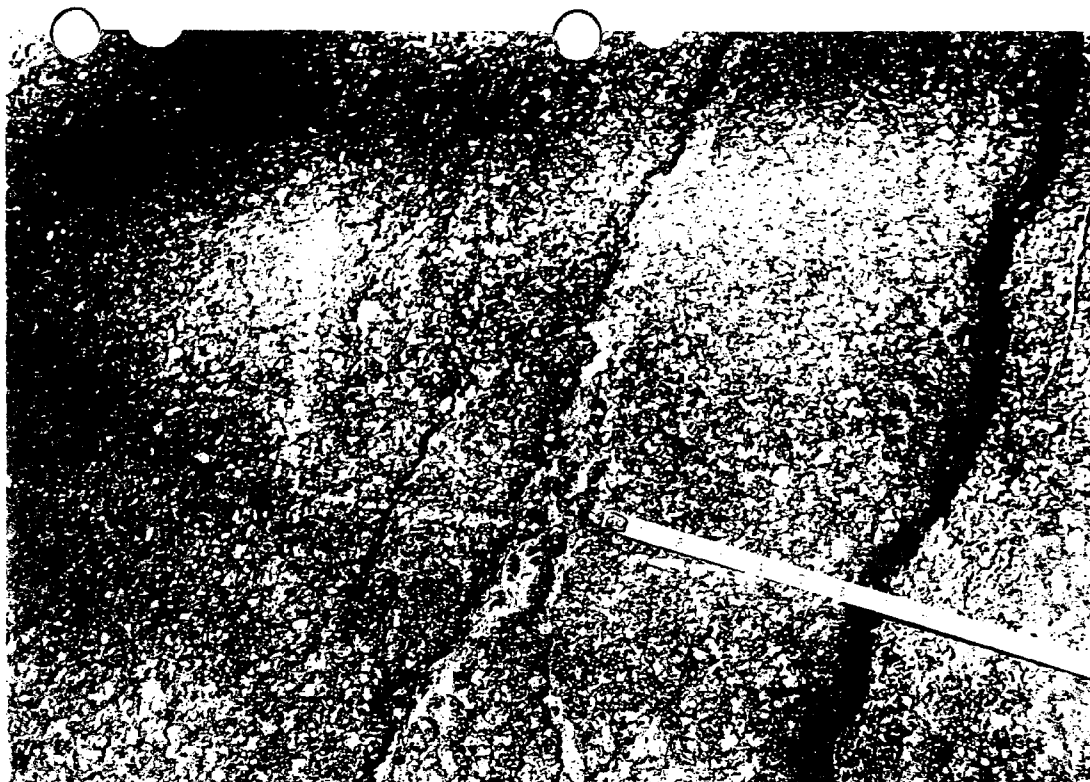
41. Measurement of oil level in engine (indicates low, but oil may have been lost since vehicle rolled onto its side).
42. View of tread on left front tire.
43. View of tread on left front tire (measured tread depth 2/32 of an inch).
44. Left front tire pressure - 22 psig.
45. View of tread on right front tire (marking on tire incorrect).
46. View of tread on right front tire (marking on tire incorrect).
47. View of tread on right front tire (marking on tire incorrect).
48. View of tread on right front tire.
49. View of tread on right front tire.
50. View of tread on right front tire.
51. Right front tire pressure - 50 psig.
52. View of tread on right rear tire.
53. View of tread on right rear tire.
54. Right rear tire pressure - 41 psig.
55. Left rear tire pressure - 13 psig.
56. View of left front tire with steering wheel turned to left.
57. View of left front tire with steering wheel turned to right.
58. View of right front tire with steering wheel turned to left (note tire touching side rail of bed).
59. View of right front tire with steering wheel turned to right (note tire touching side rail of bed).
60. View of crush damage on driver's side of cab.
61. Measurement of height of truck on driver's side.
62. Height of truck on driver's side - 18 ½ inches.
63. View of offset of top of cab from rocker panel on driver's side.
64. Close-up view of offset - approximately 32 inches.
65. View of driver's side of truck taken from overhead.
66. View of interior of cab (note blood stain on air conditioner vent to left of steering wheel).
67. View of back of seat (note deformation inward toward center of truck).
68. View of unused seat belt on driver's side of truck.
69. View of steering wheel showing little or no deformation and no airbag deployment.
70. View of interior truck from passenger side - note center armrest position.
71. View of roof of cab intrusion almost to seat.
72. View of passenger side seat belt.



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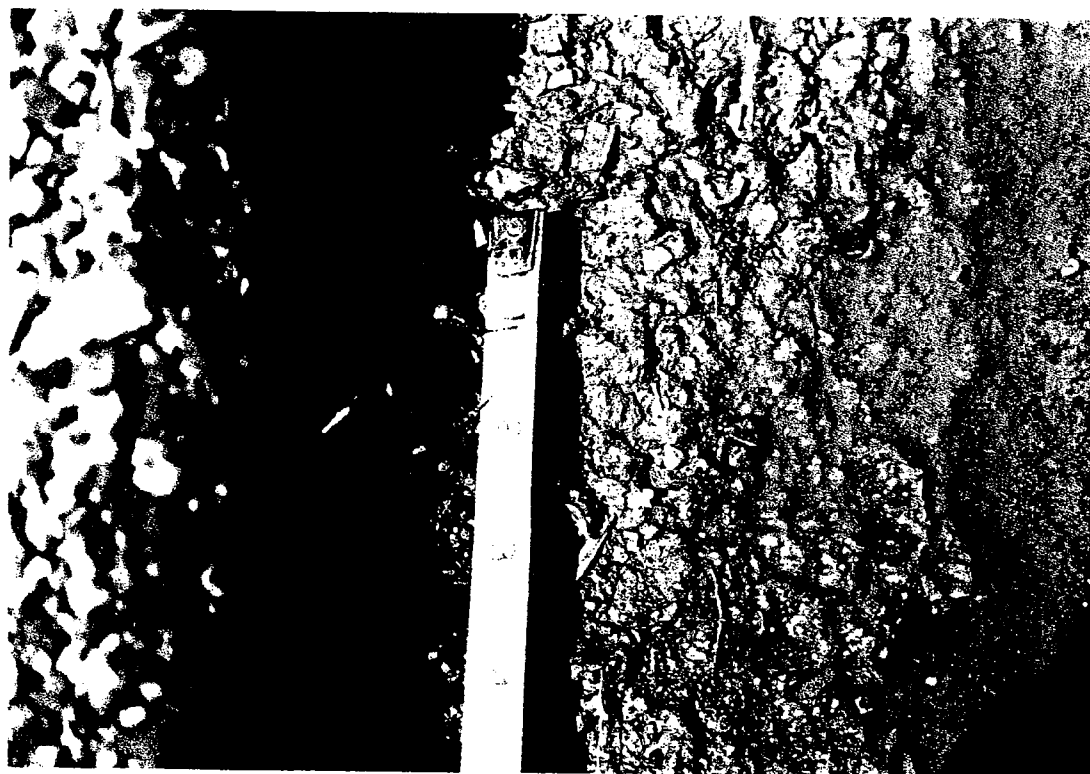
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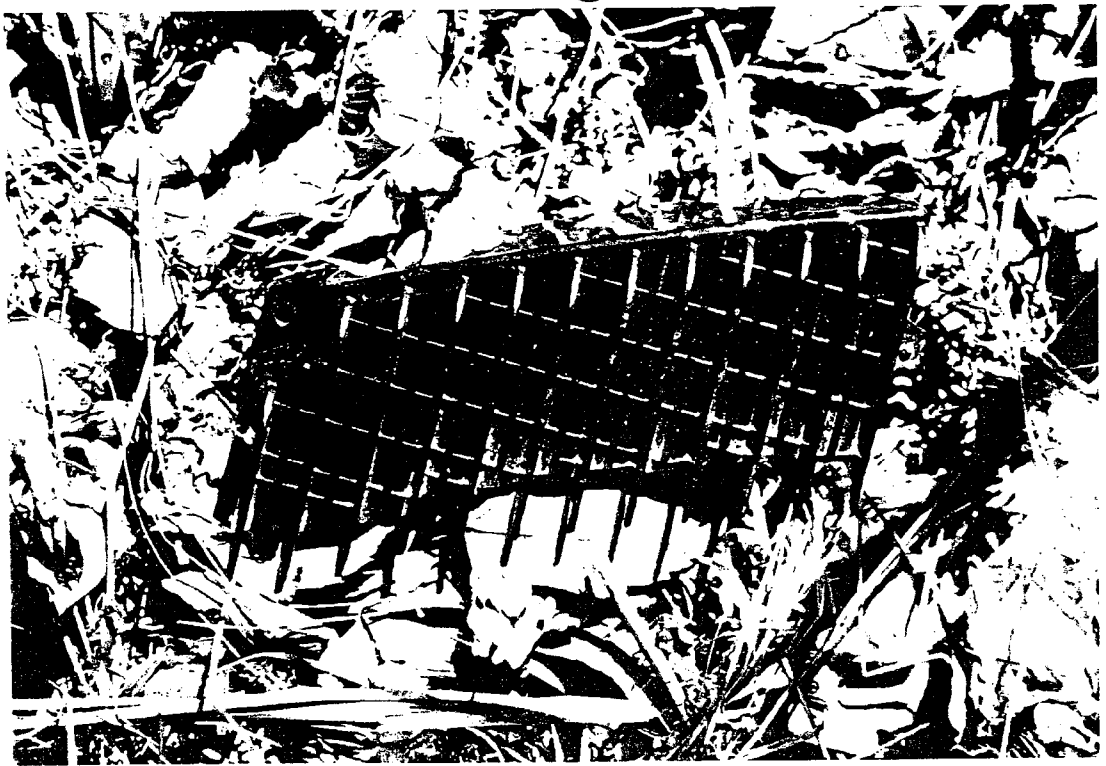
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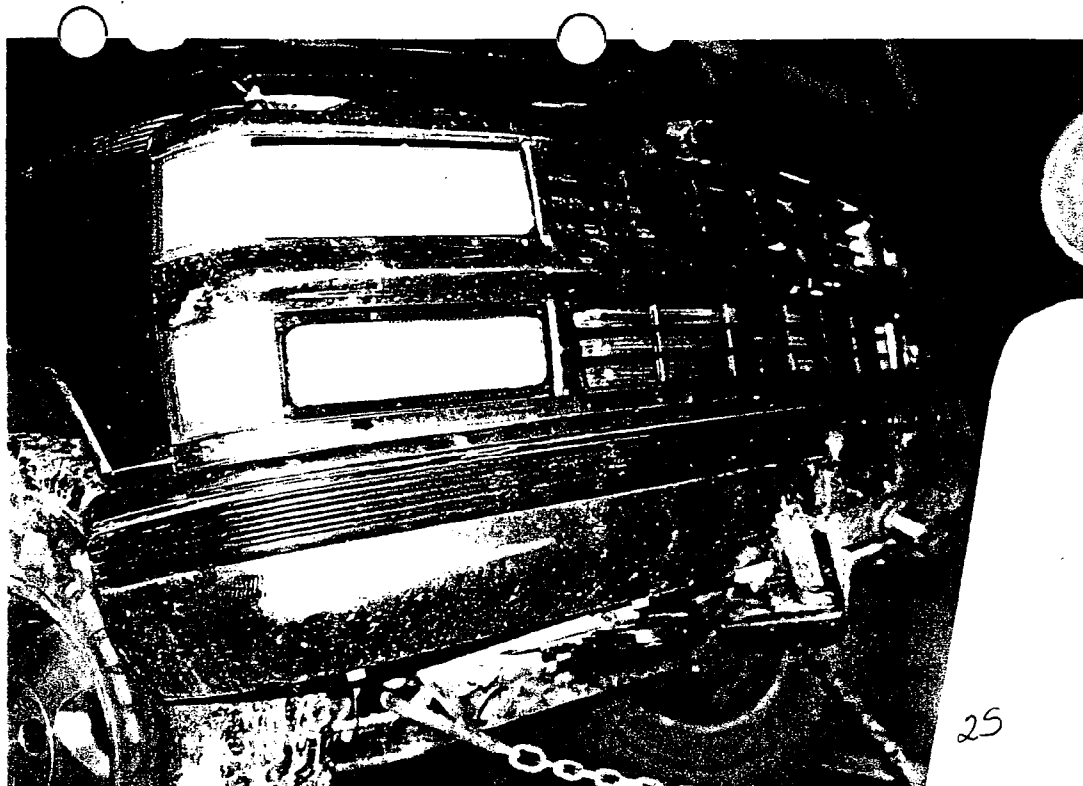


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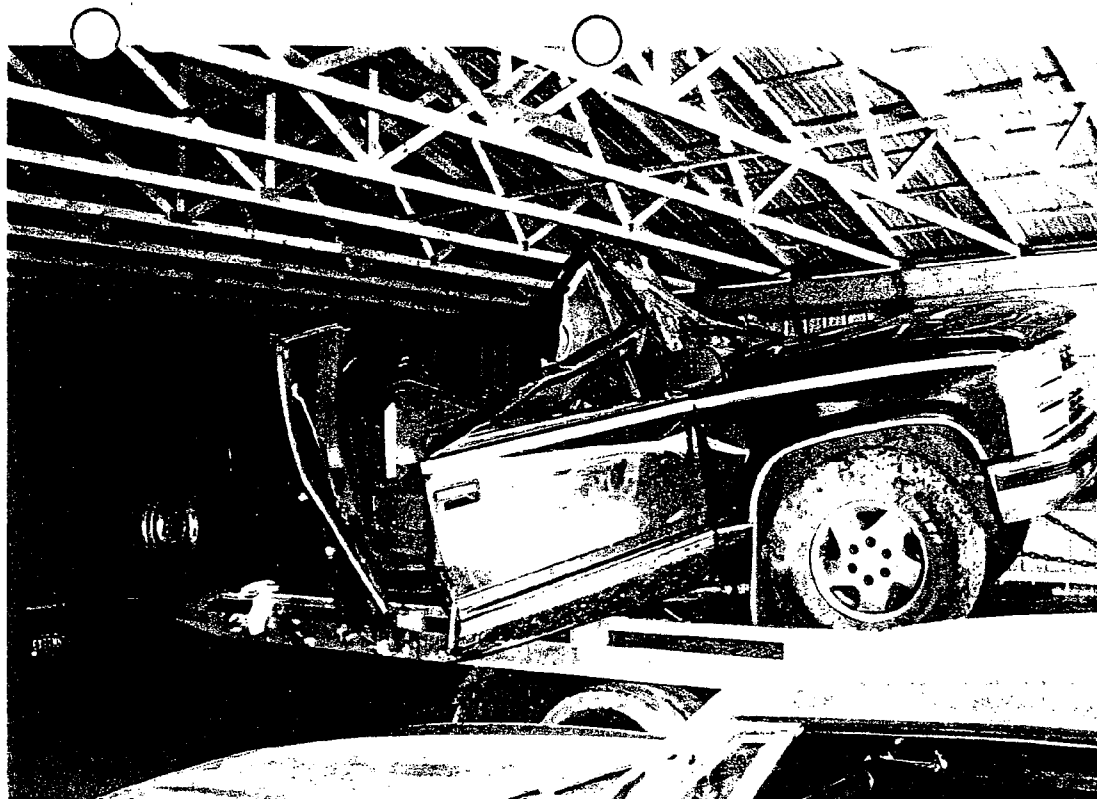
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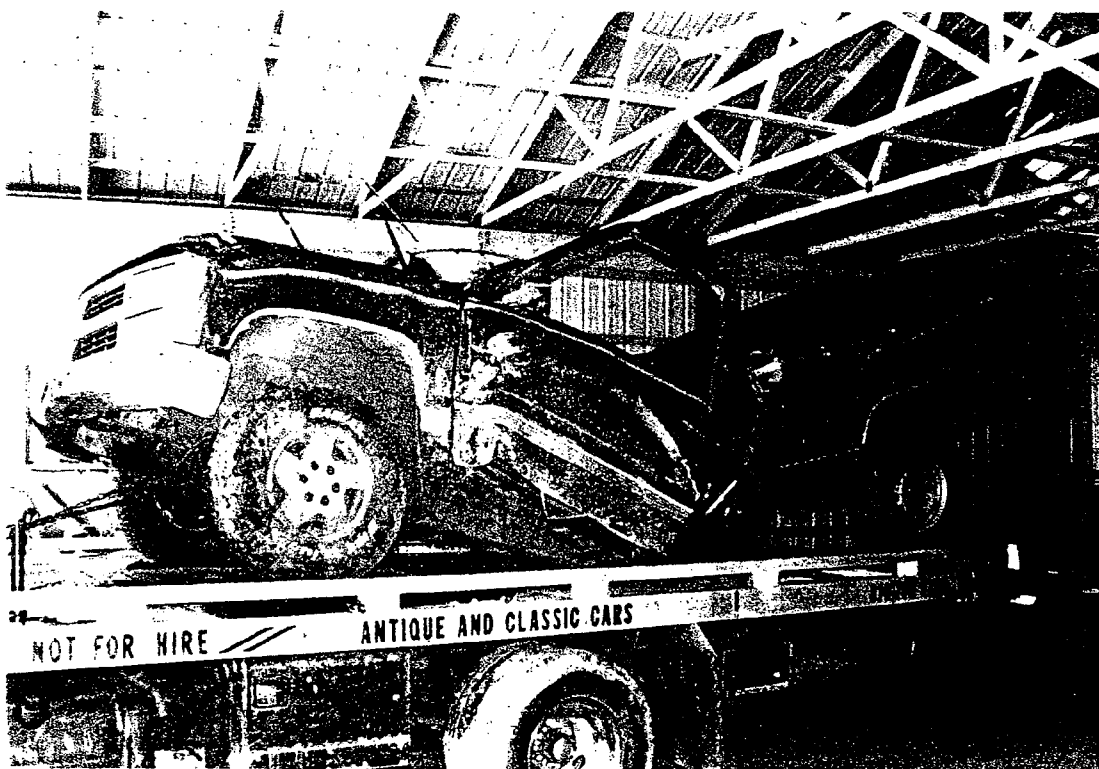
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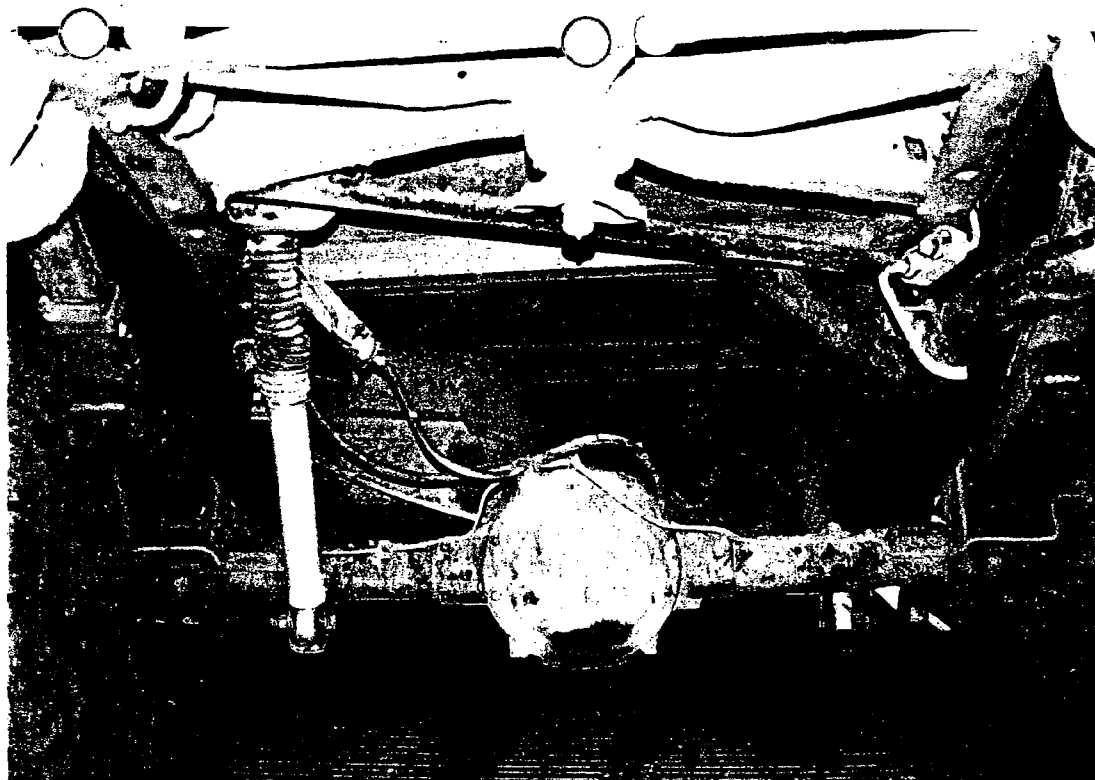
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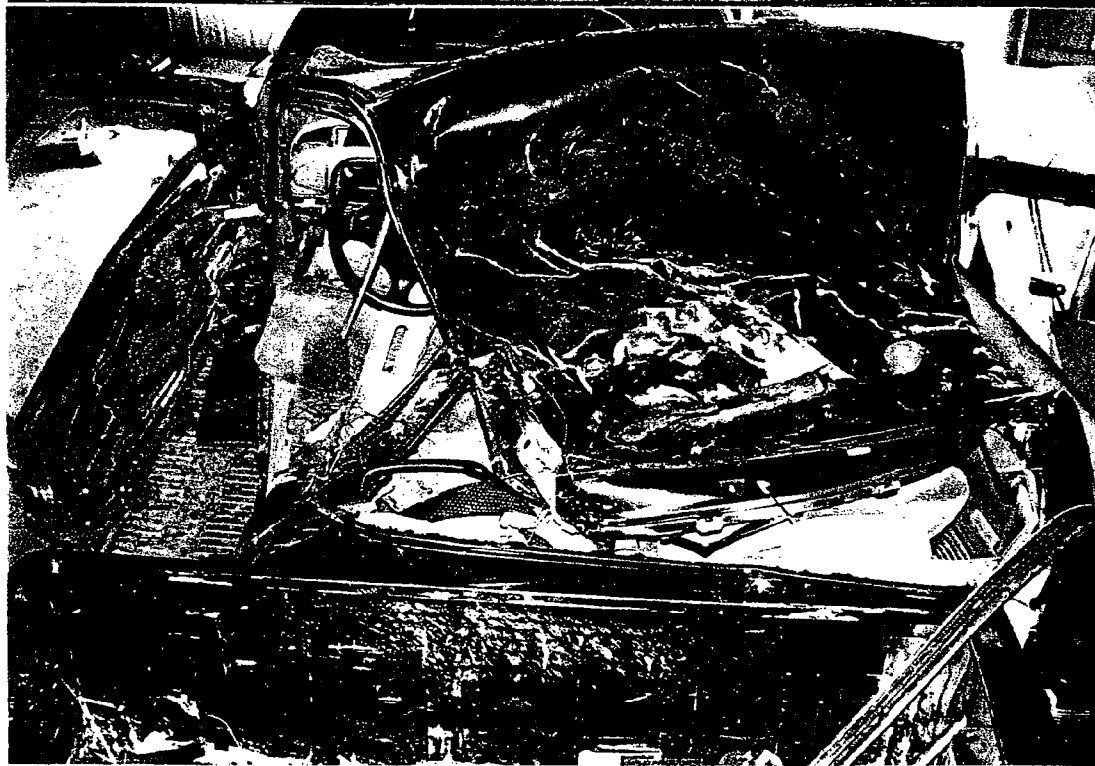
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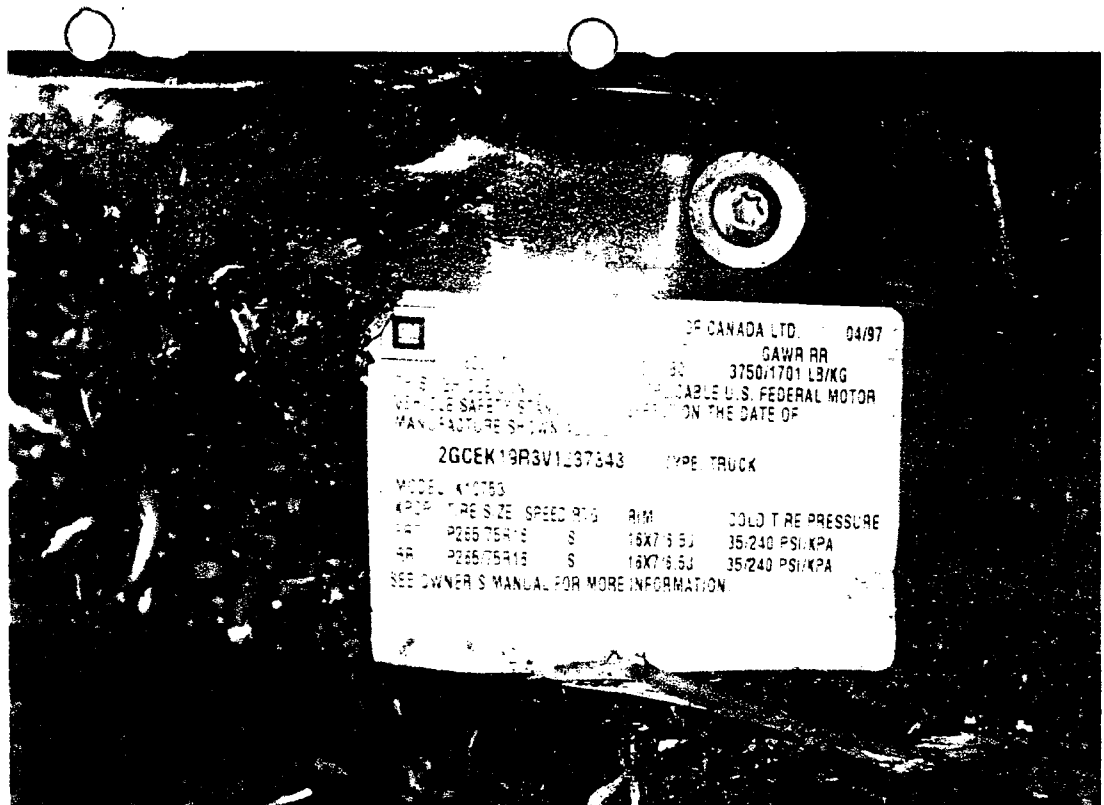
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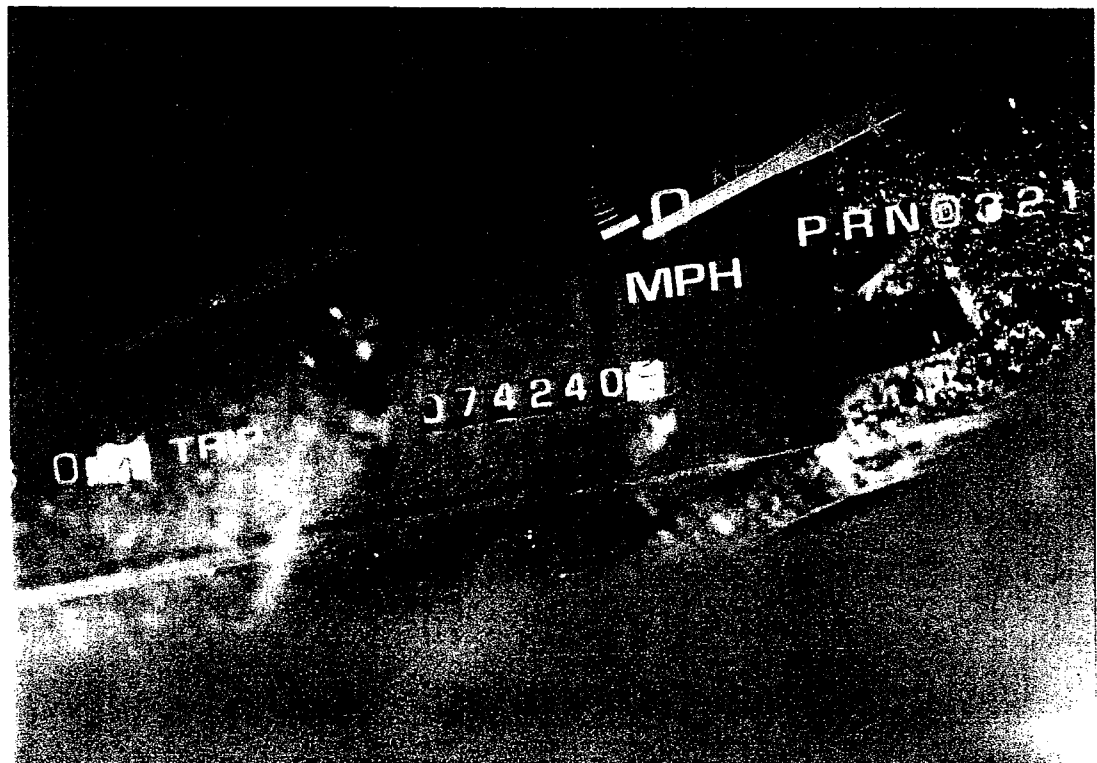
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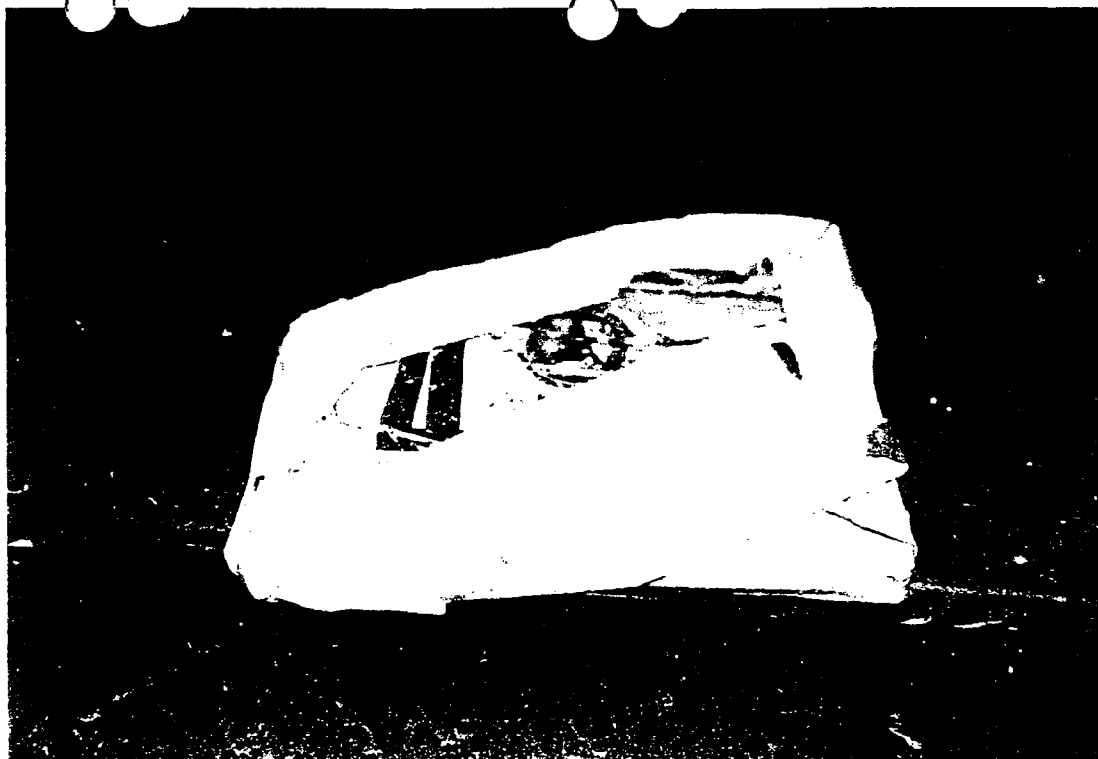


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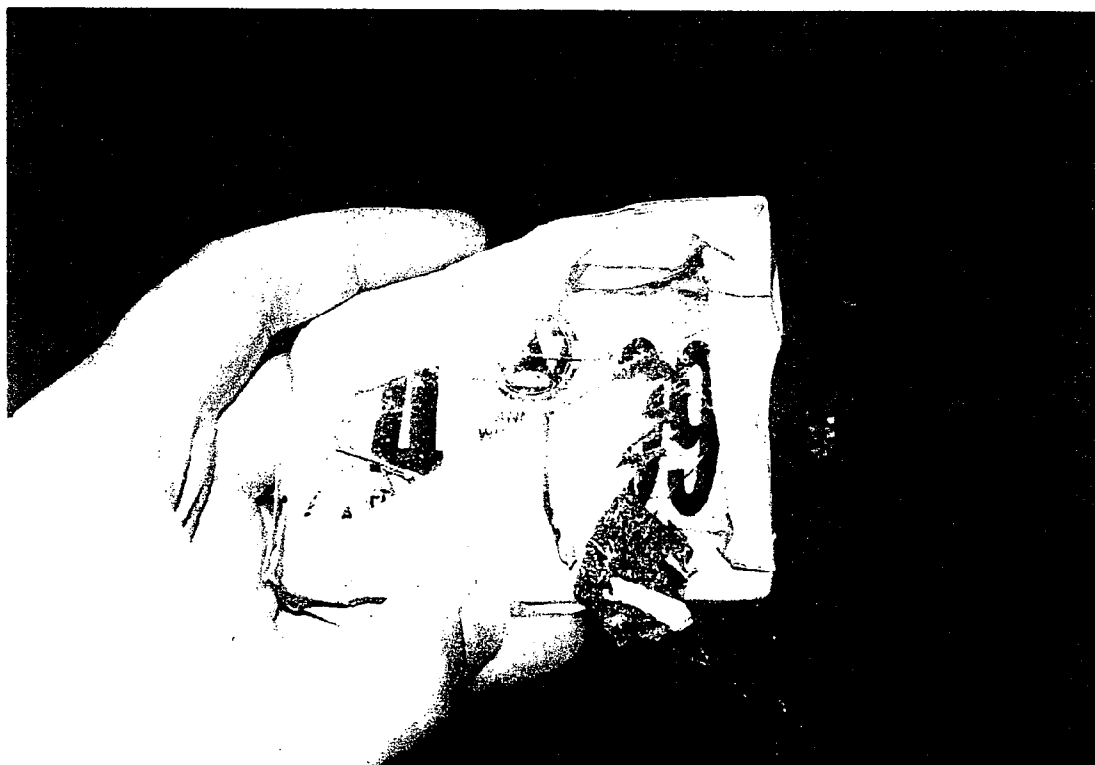


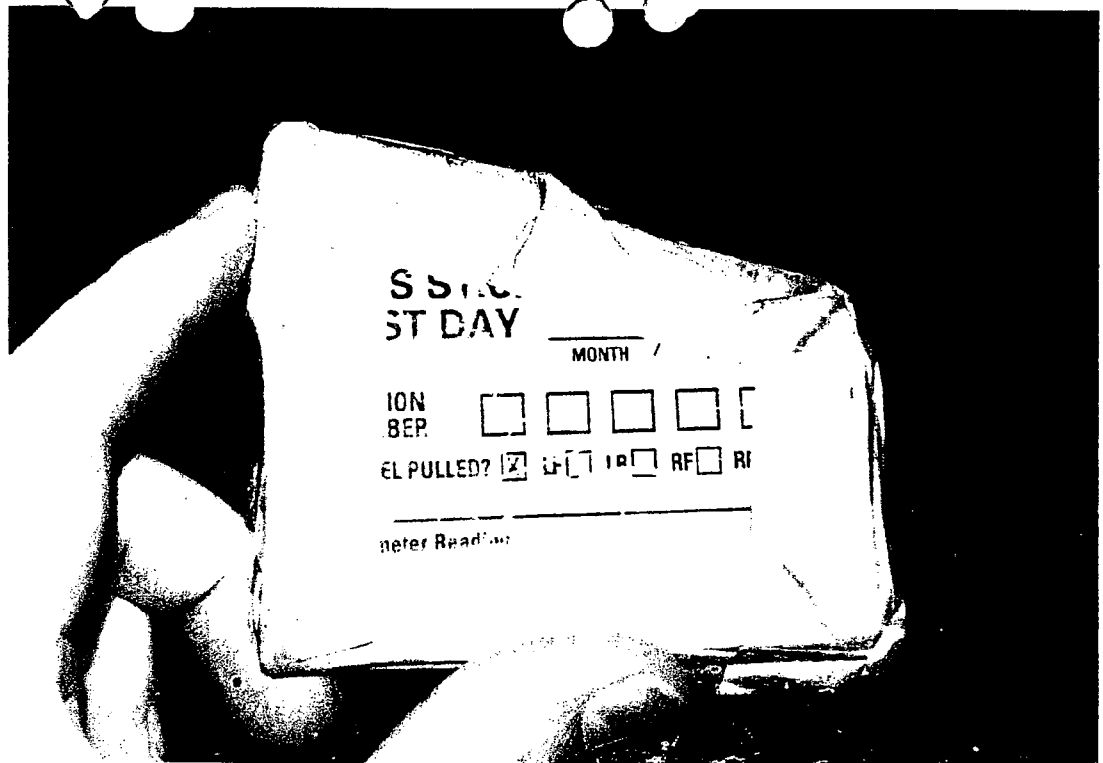
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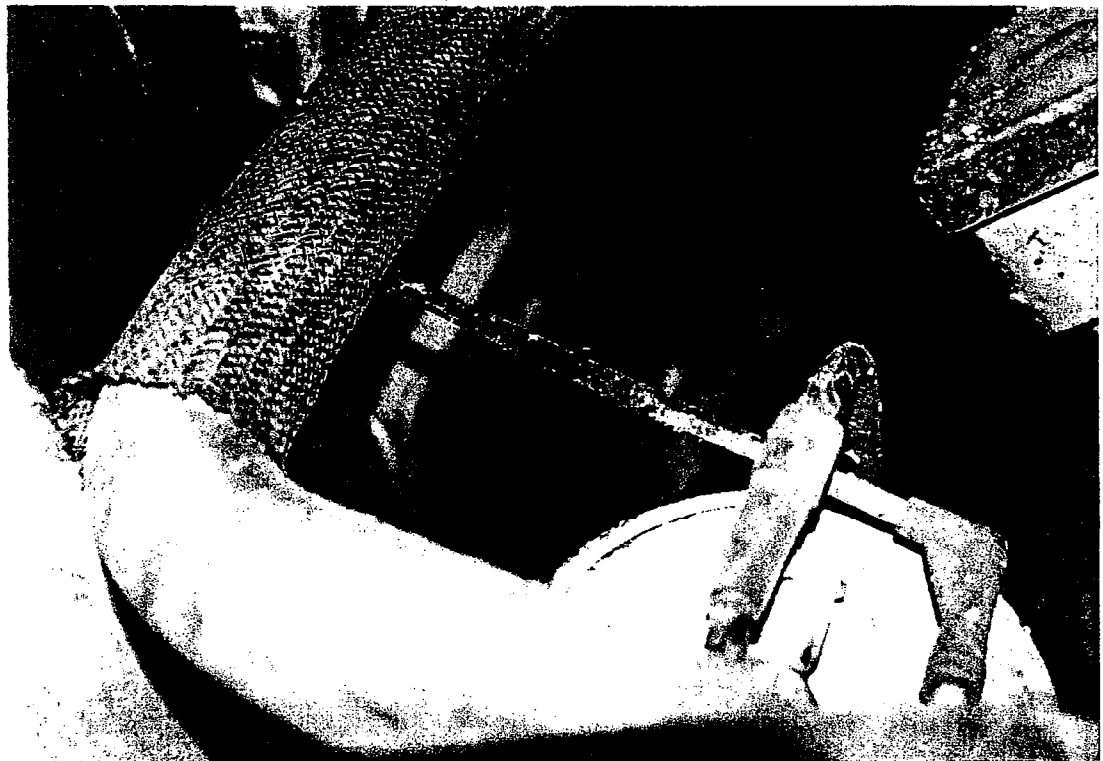


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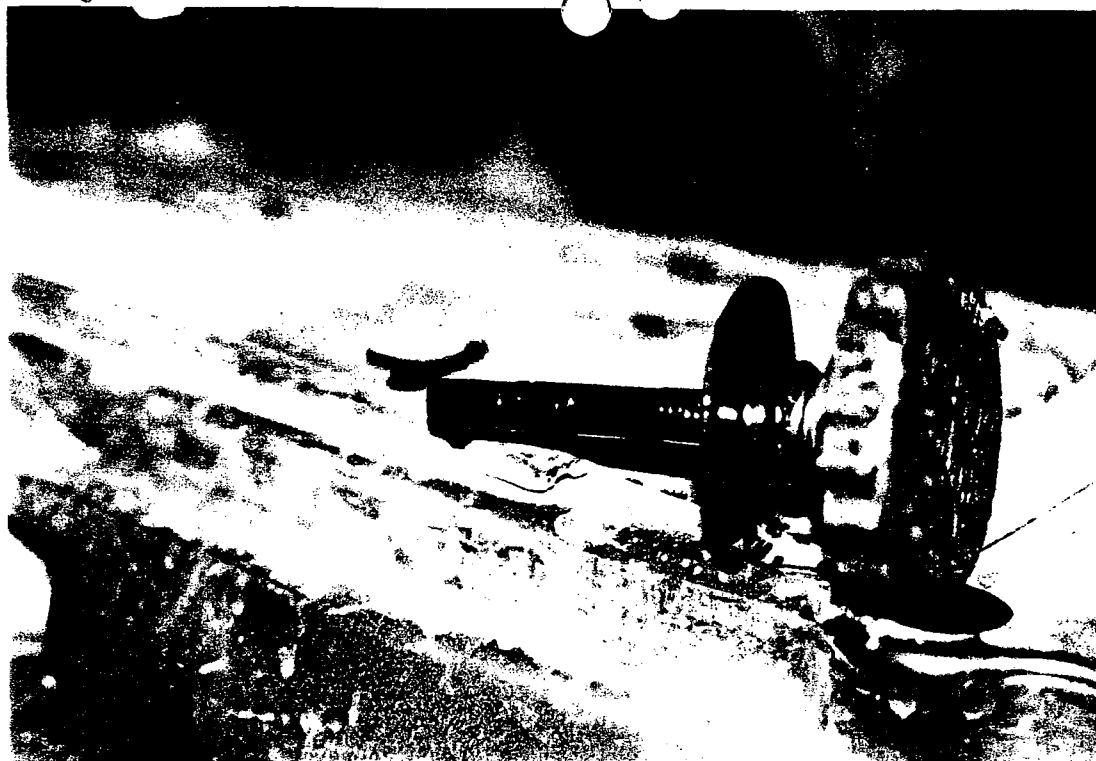




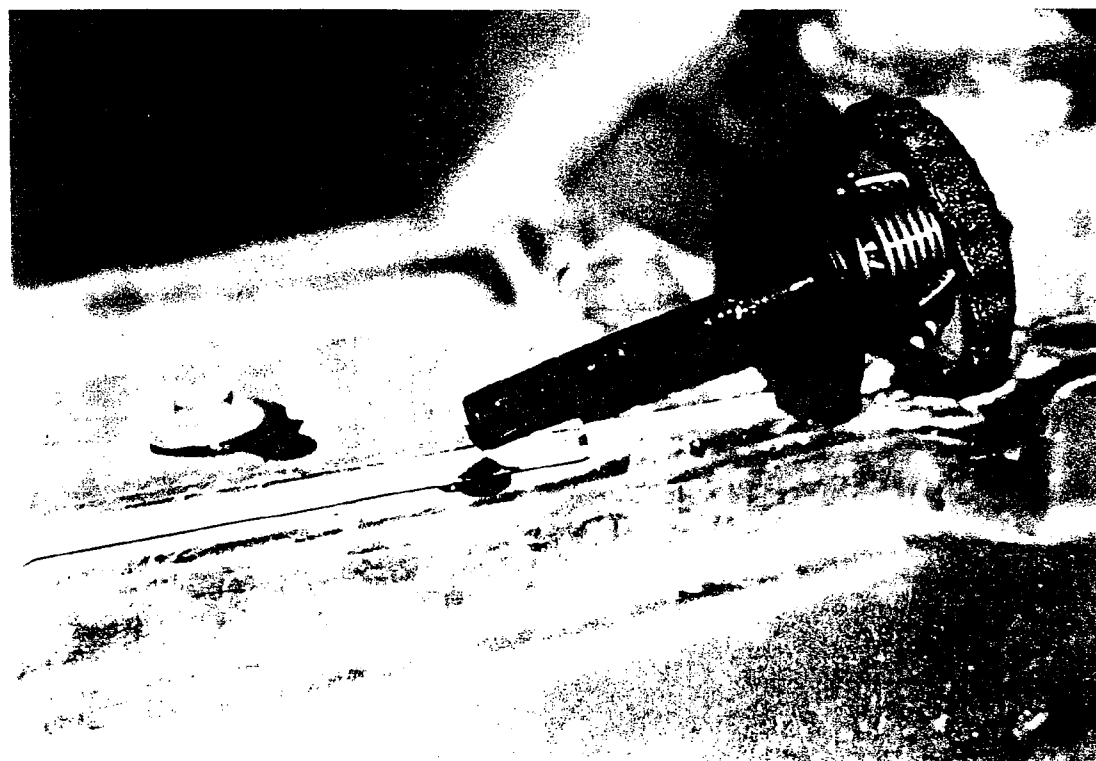
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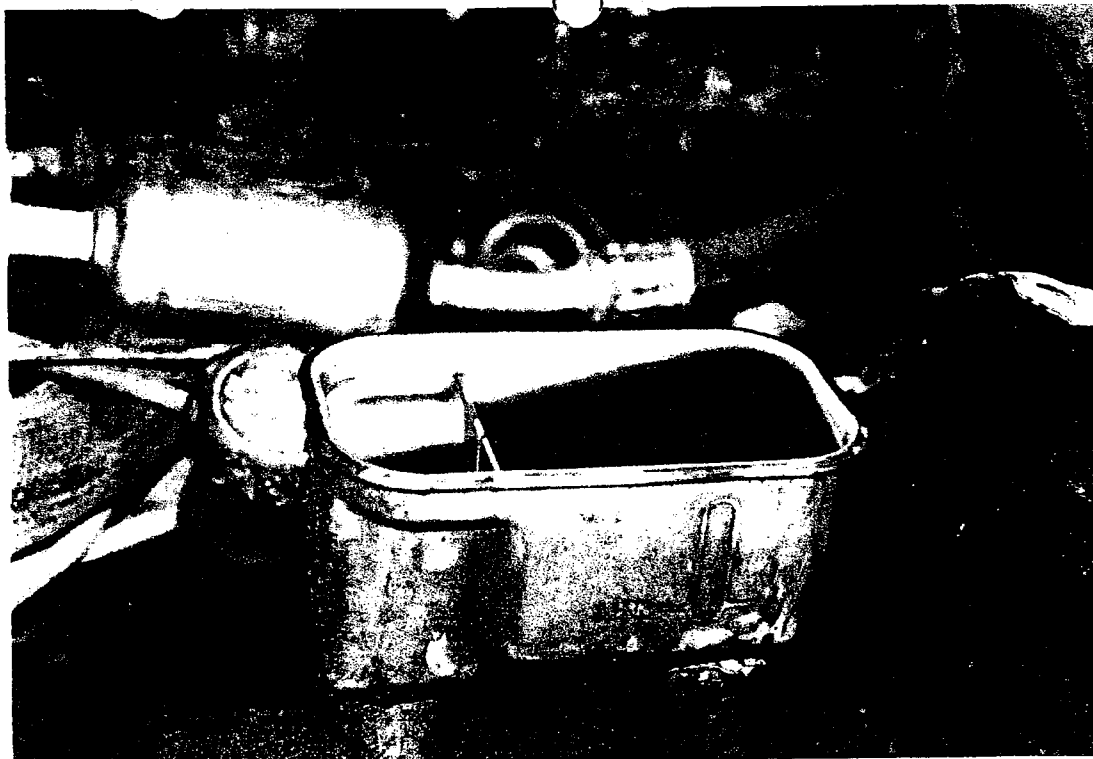
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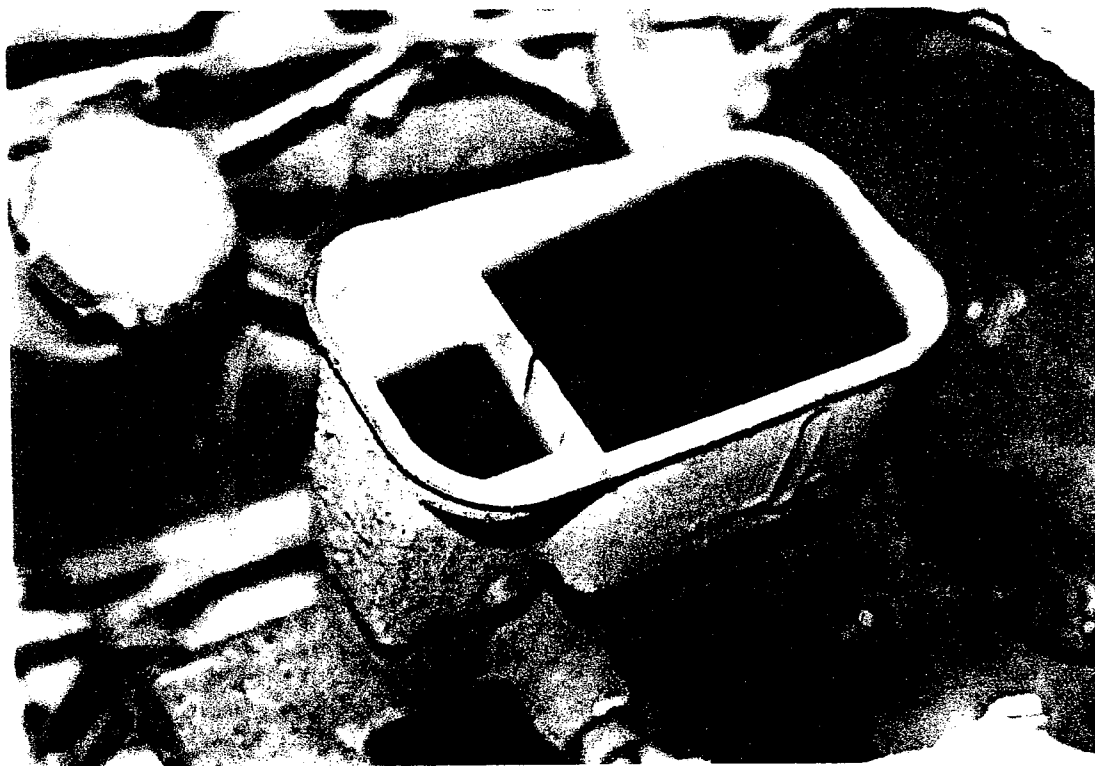
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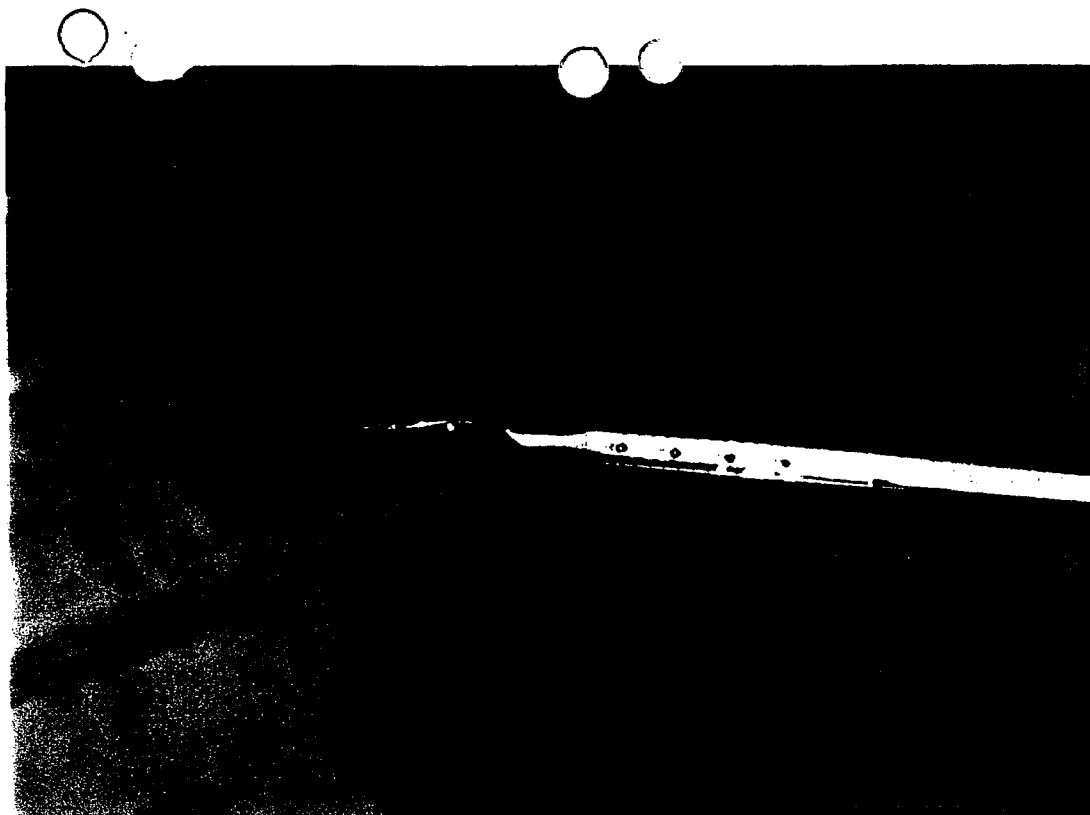
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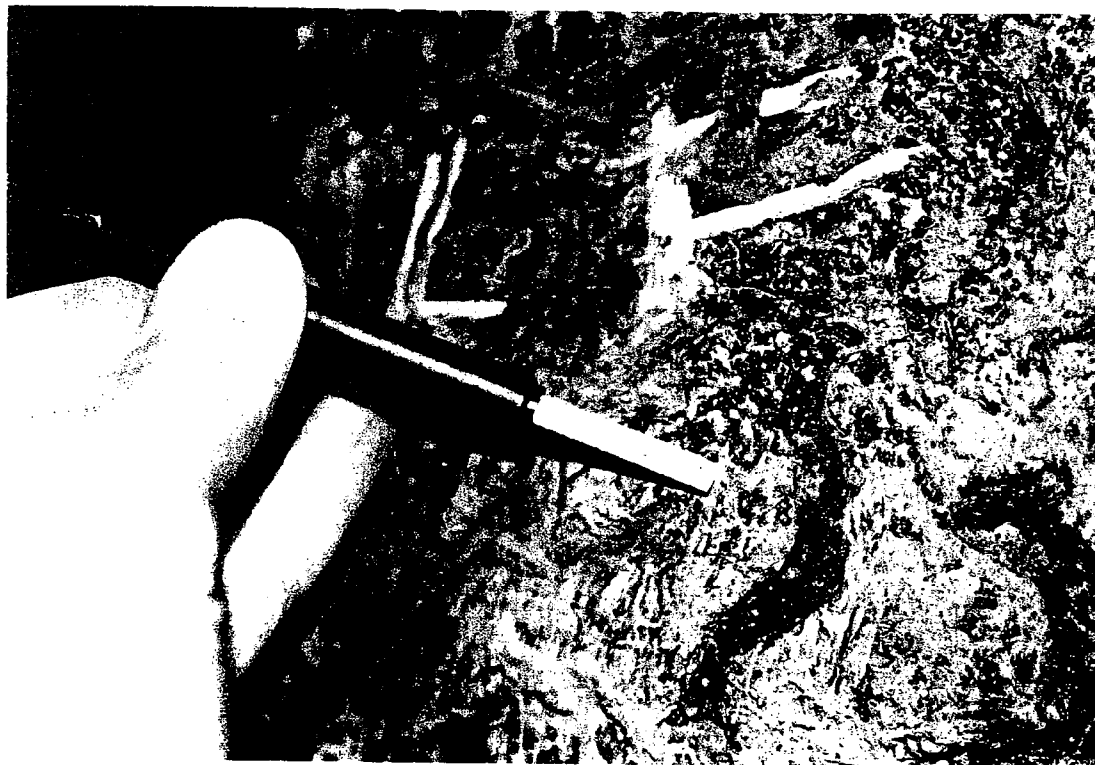


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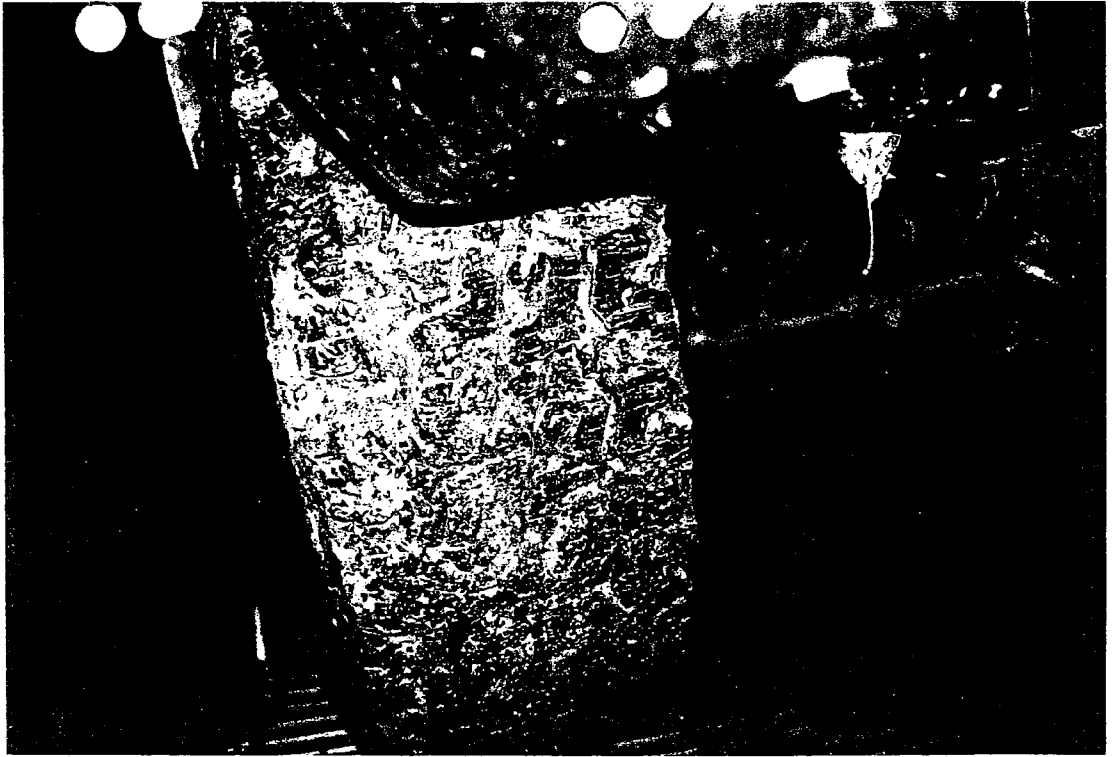


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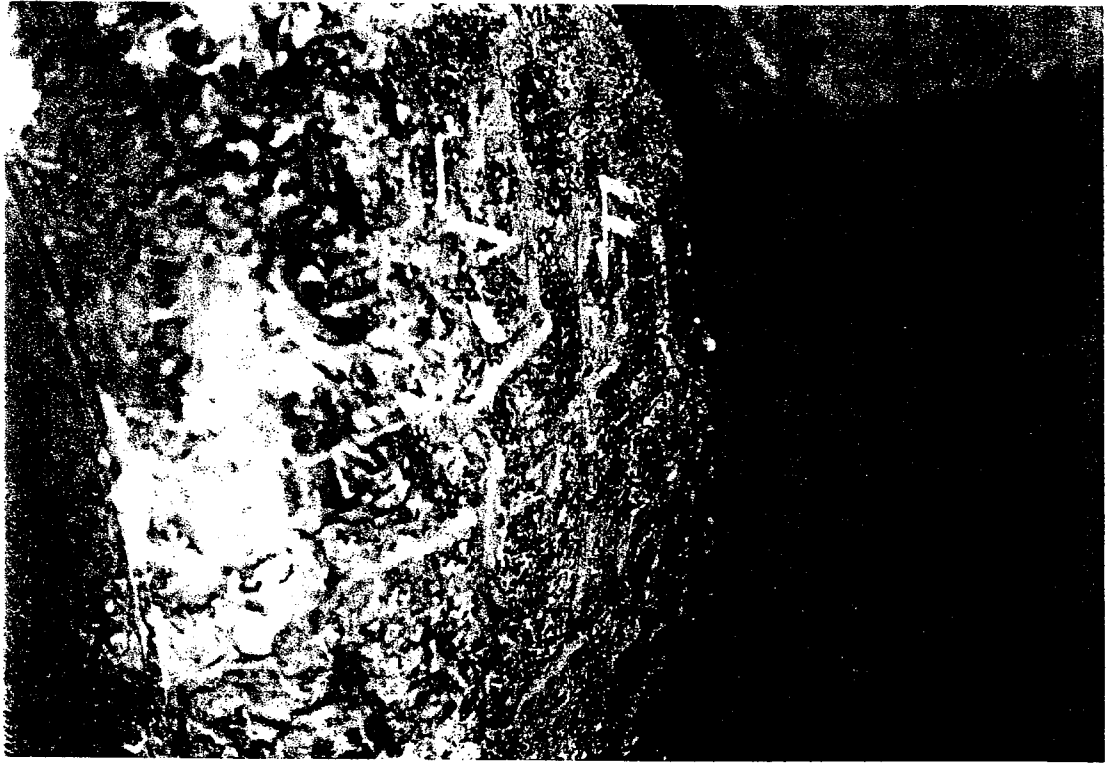
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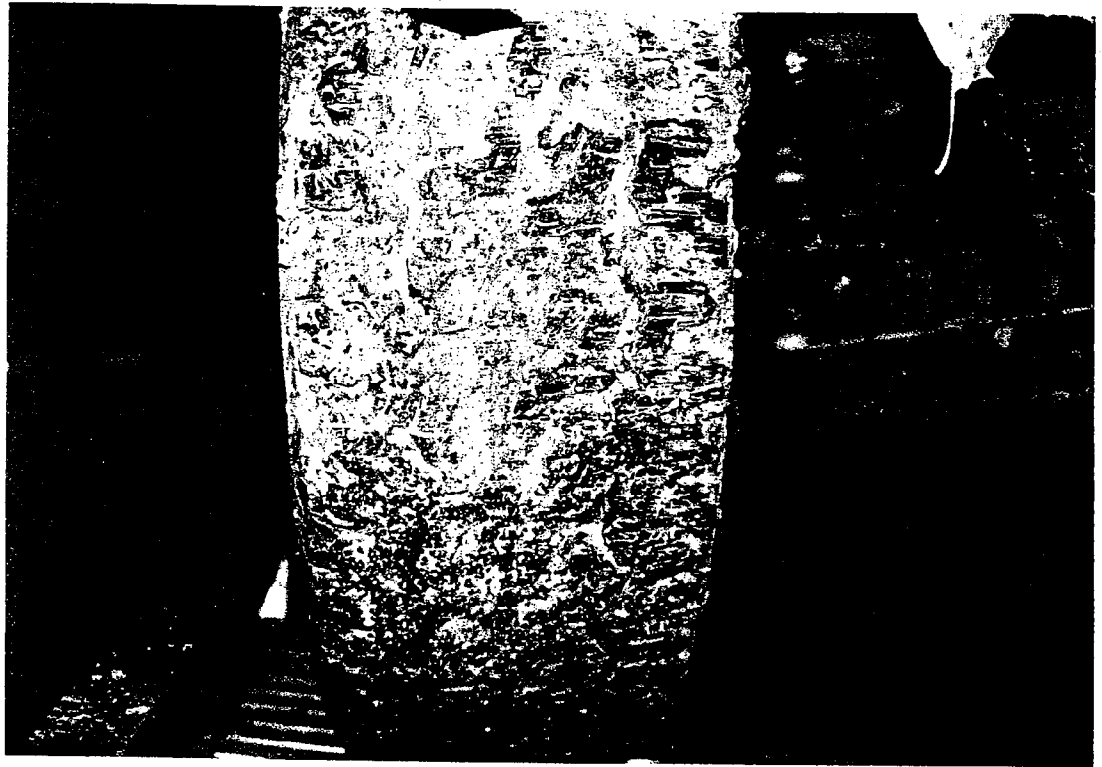


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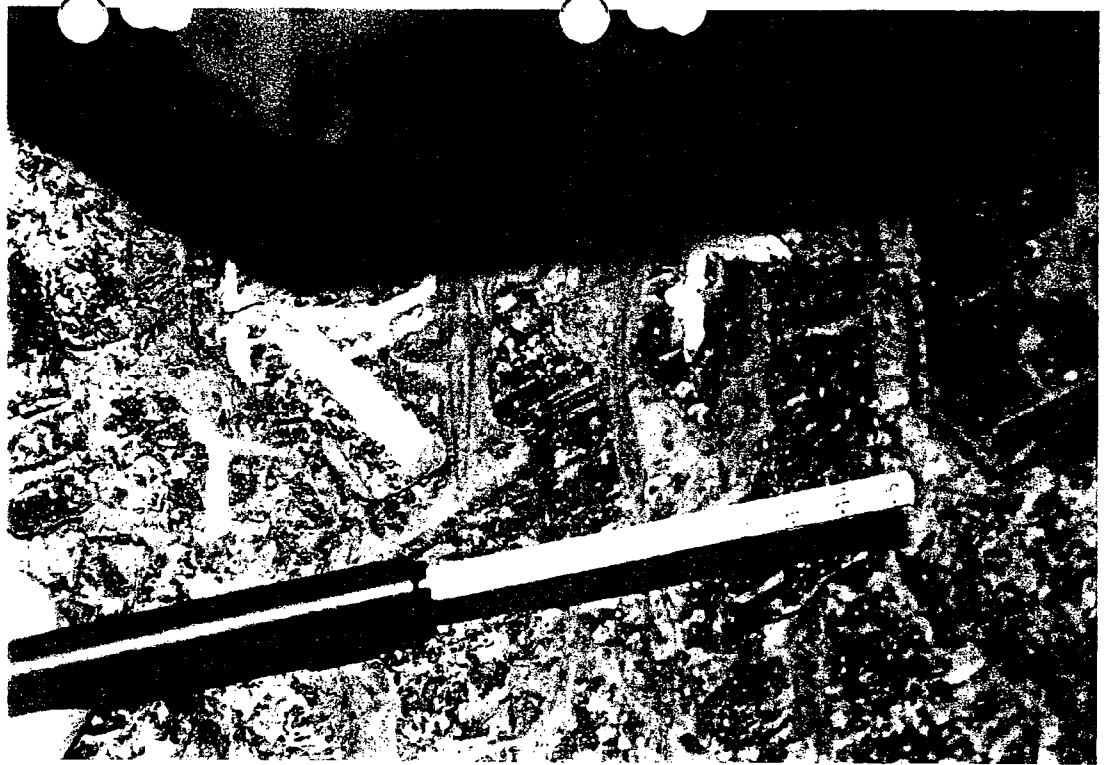




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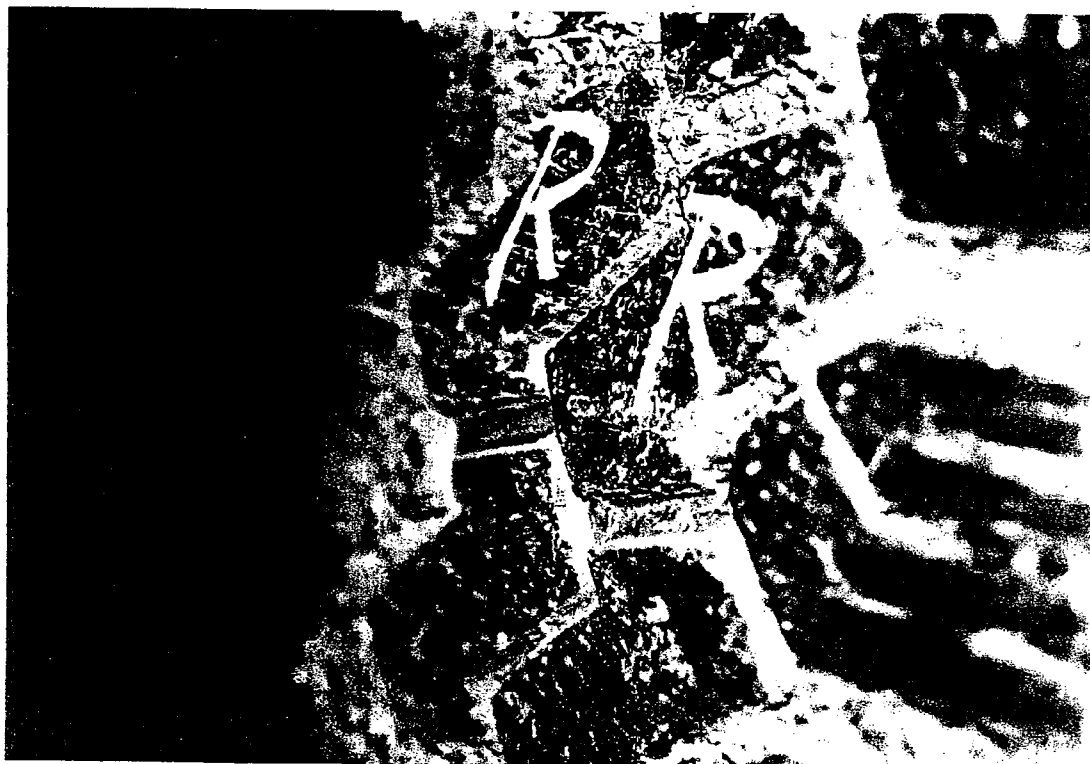
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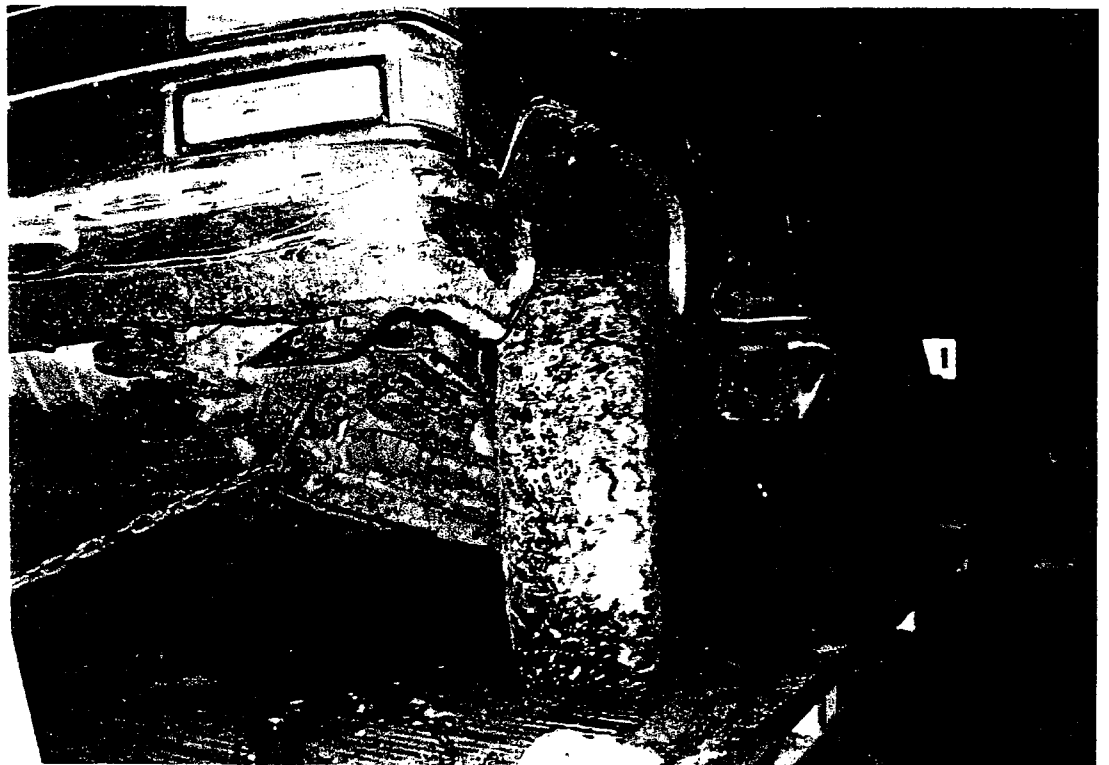
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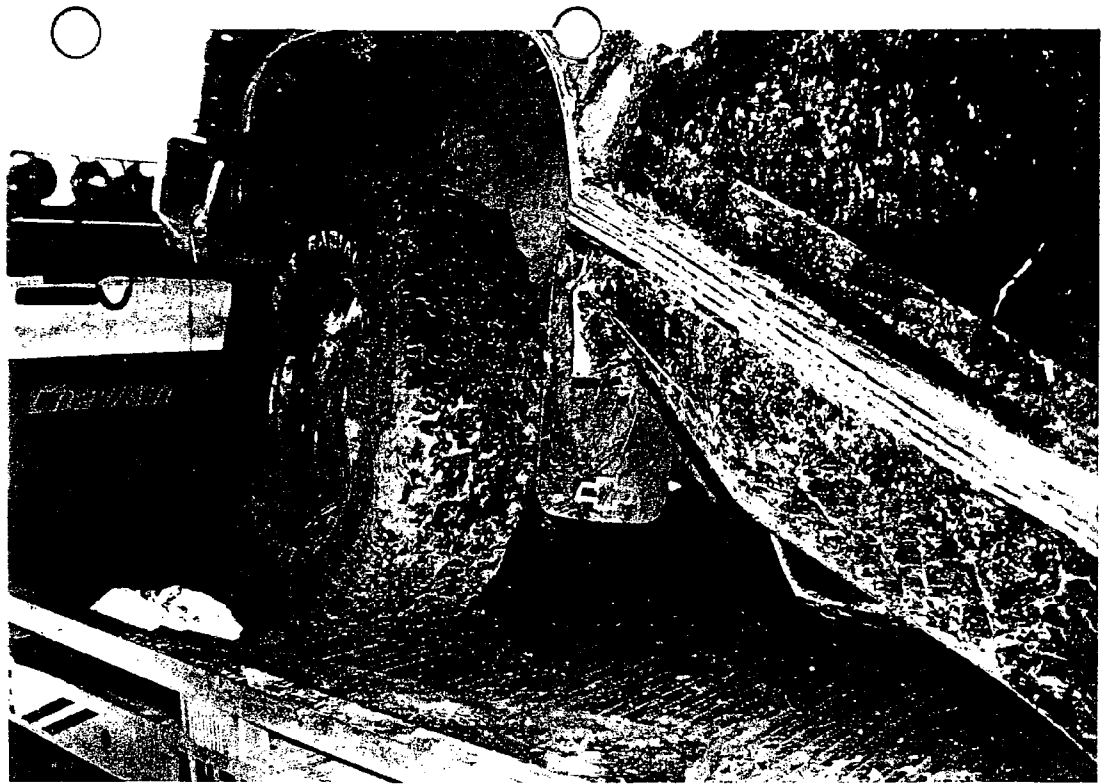
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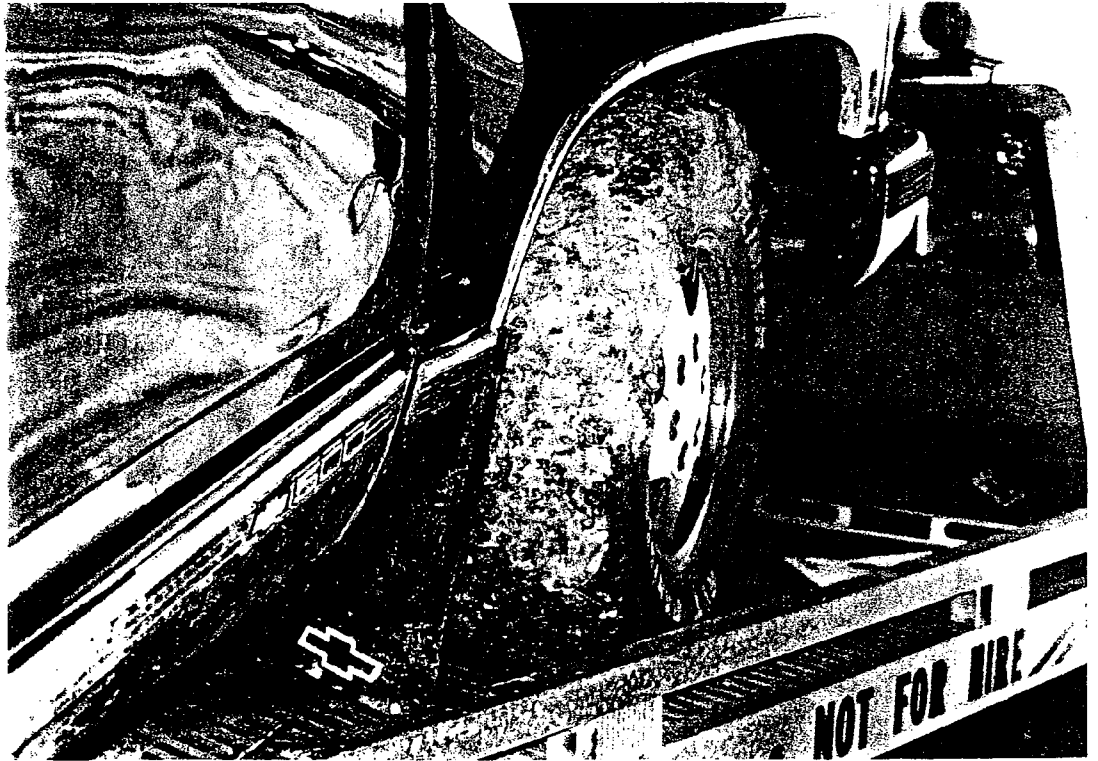
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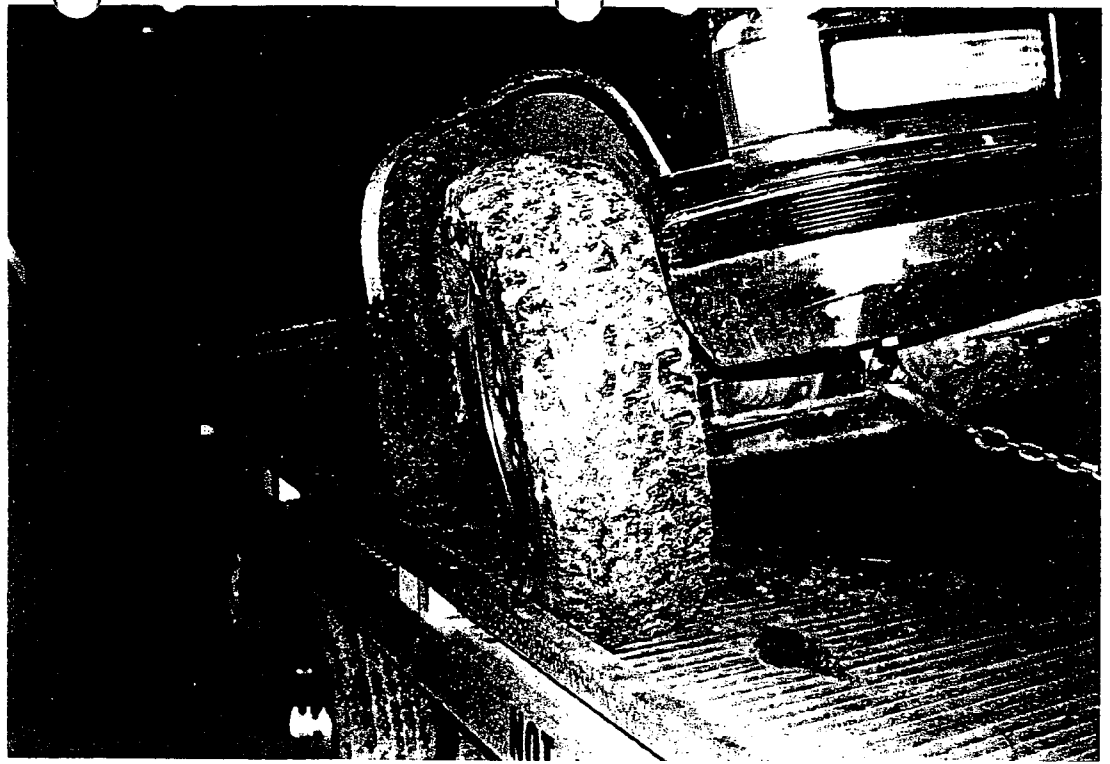
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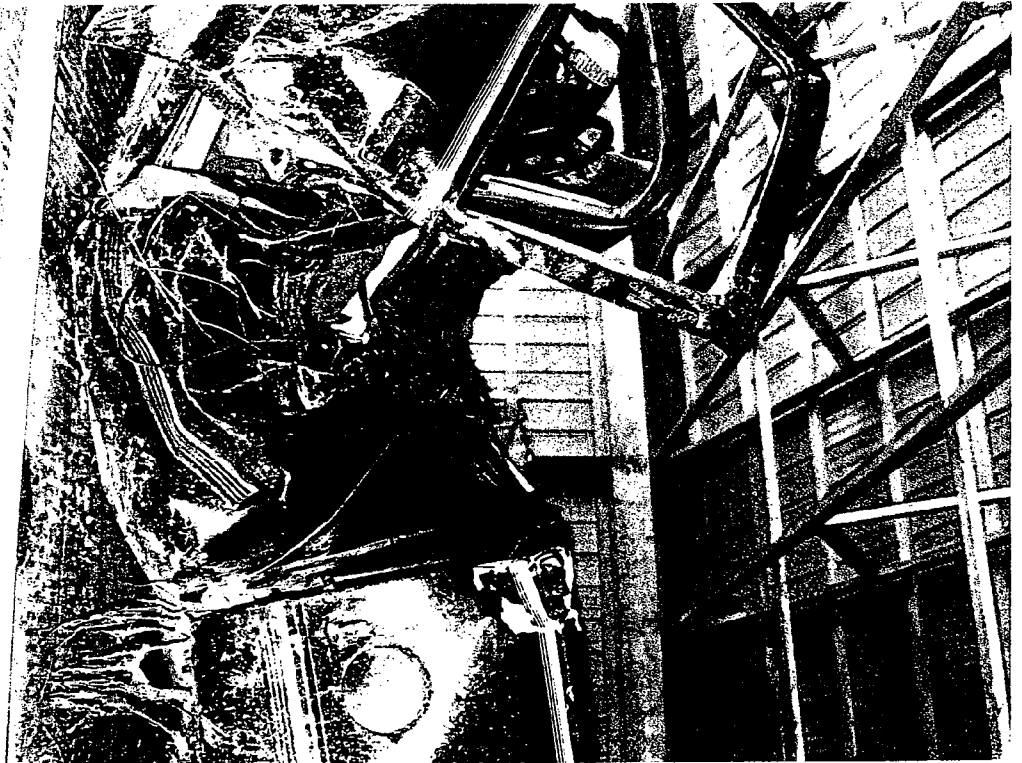
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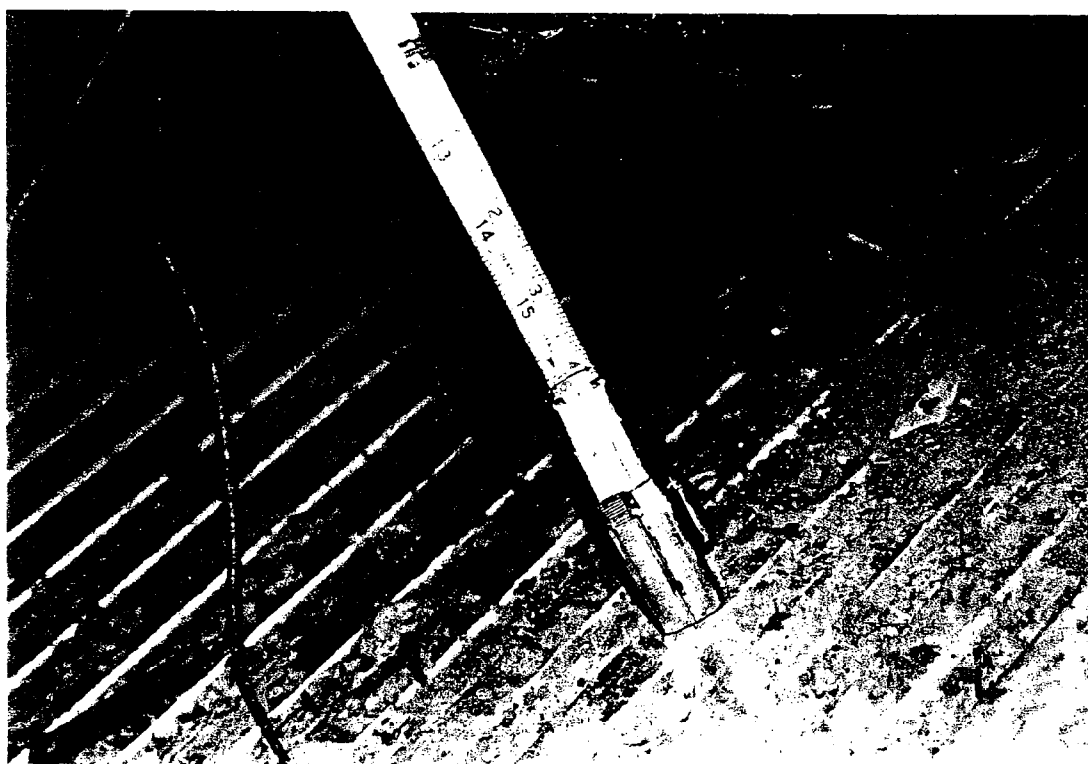
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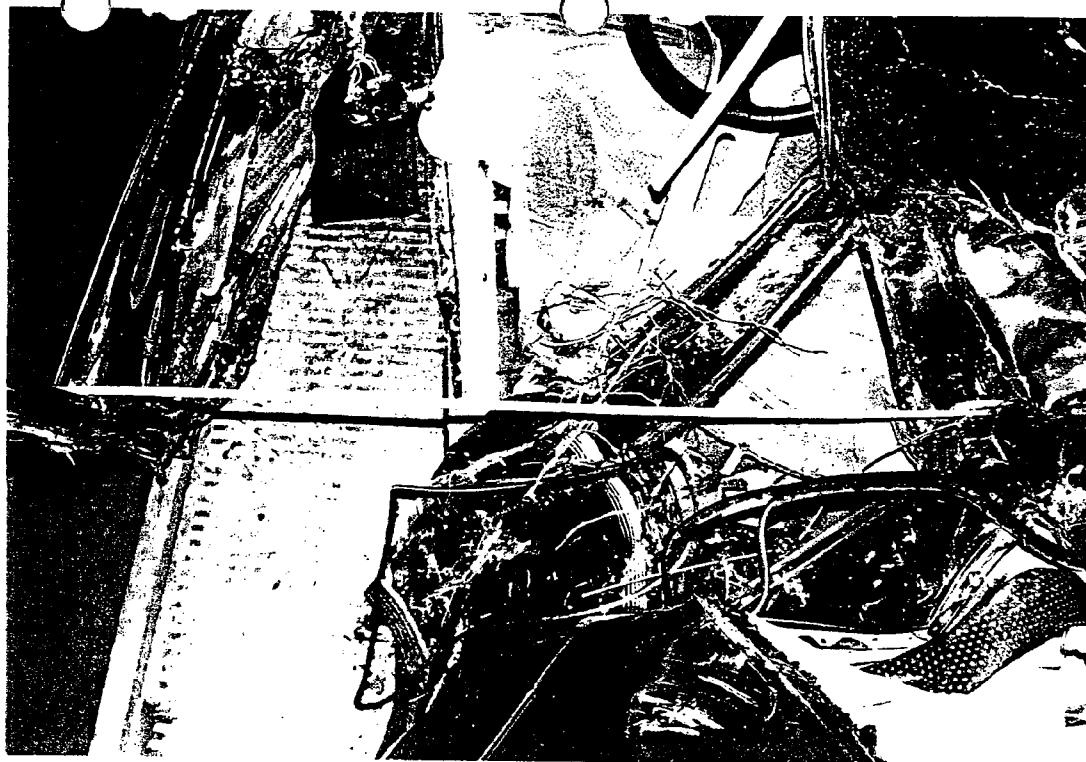
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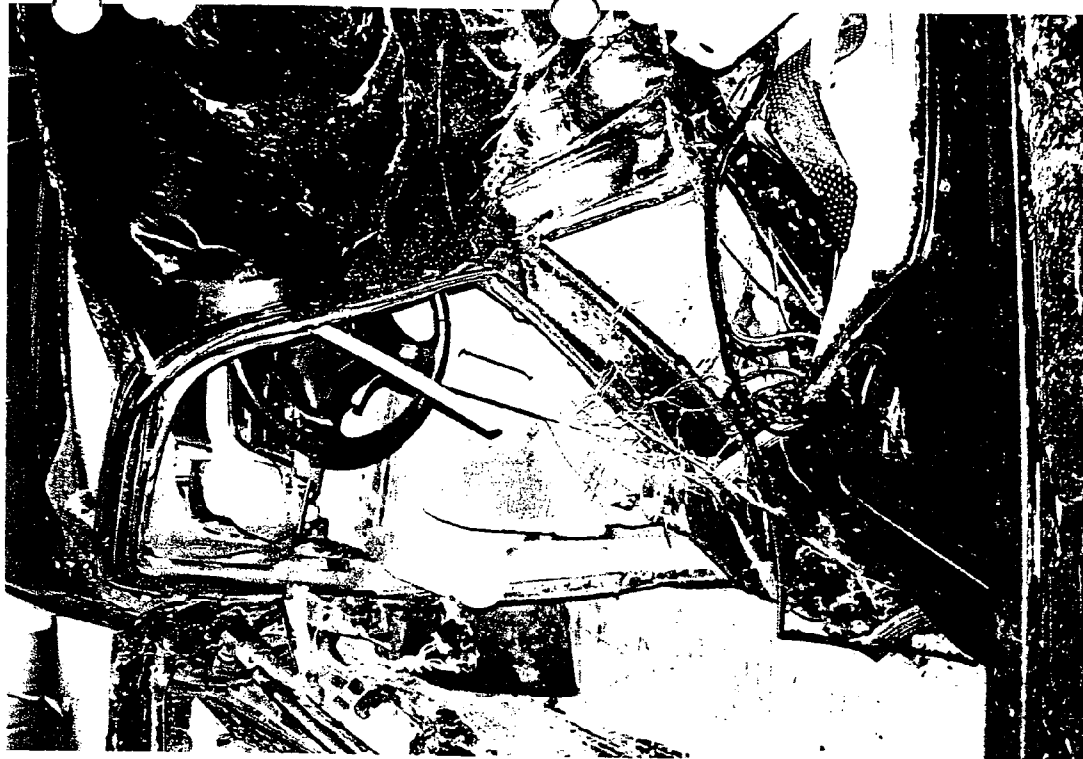
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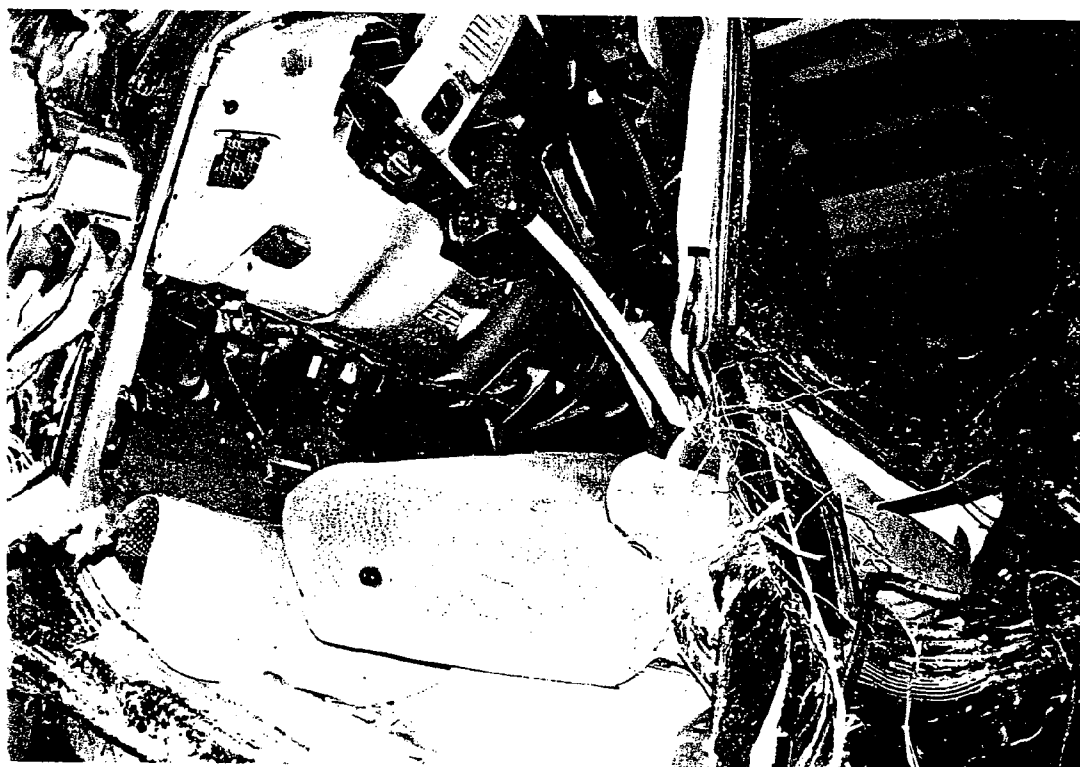
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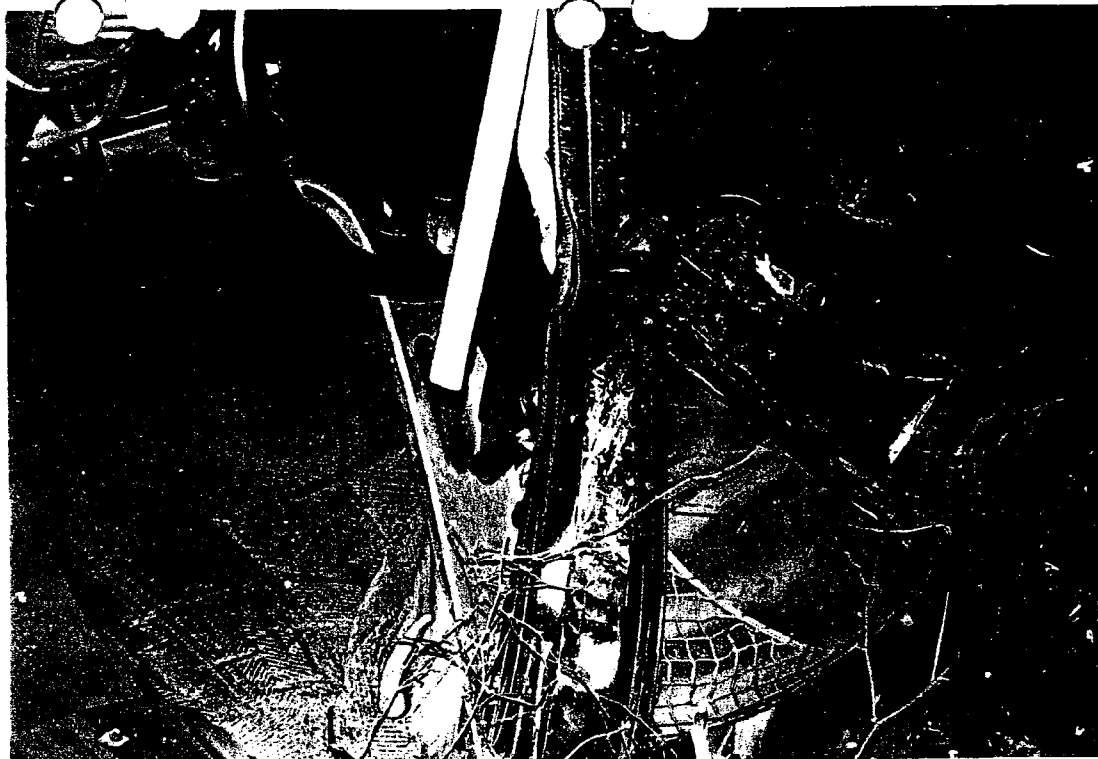
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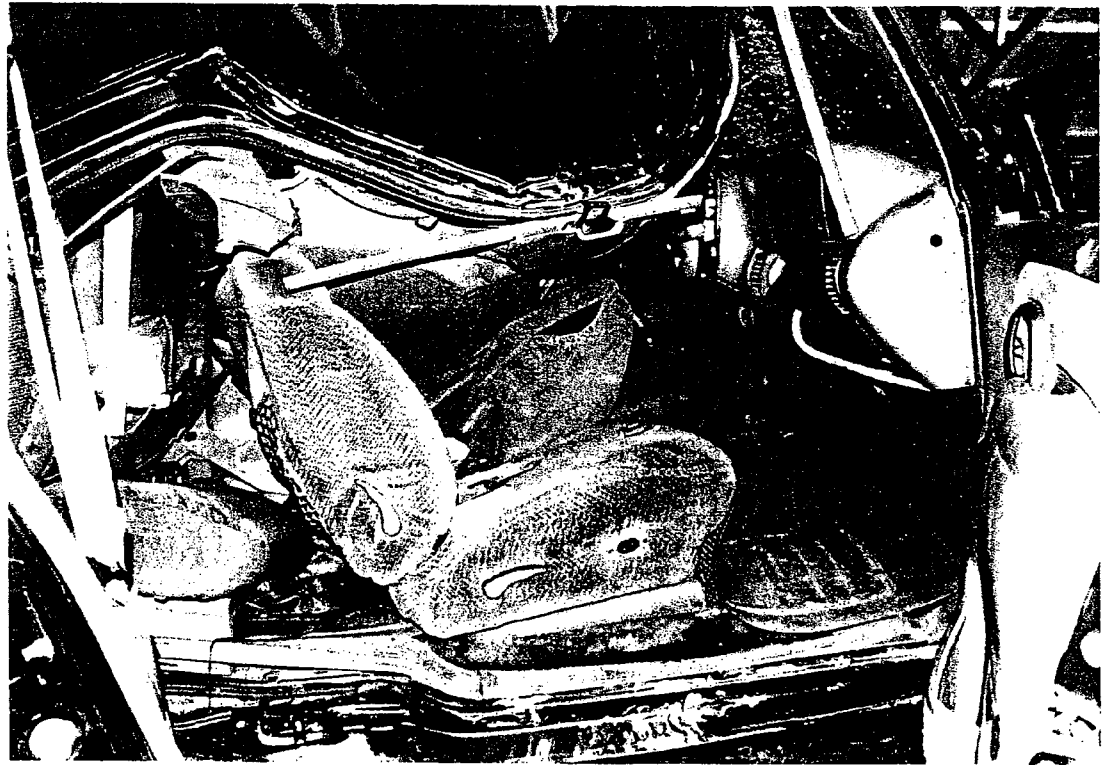


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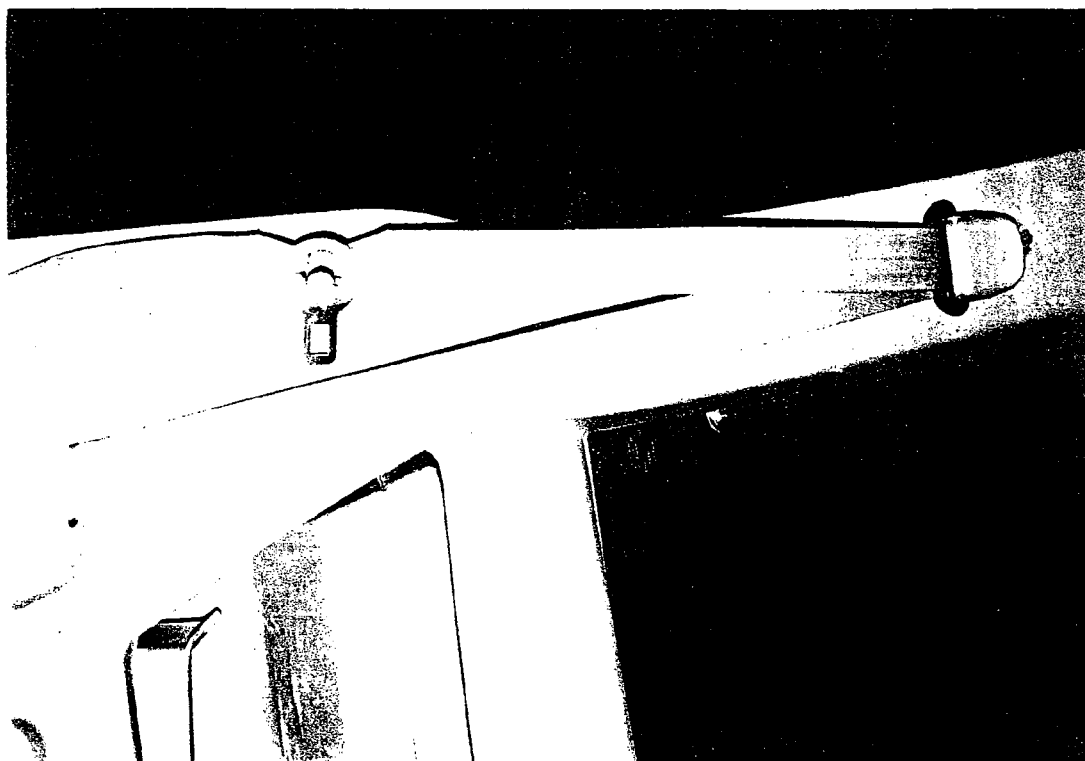


Photo Mounting Sheet

File Identification

CAP 2551091 / 222-02417

Taken By

Robert Grove

4-16-99

DATE TAKEN



Lt. side
cab view



Lt side
view

Photo Mounting Sheet

File Identification

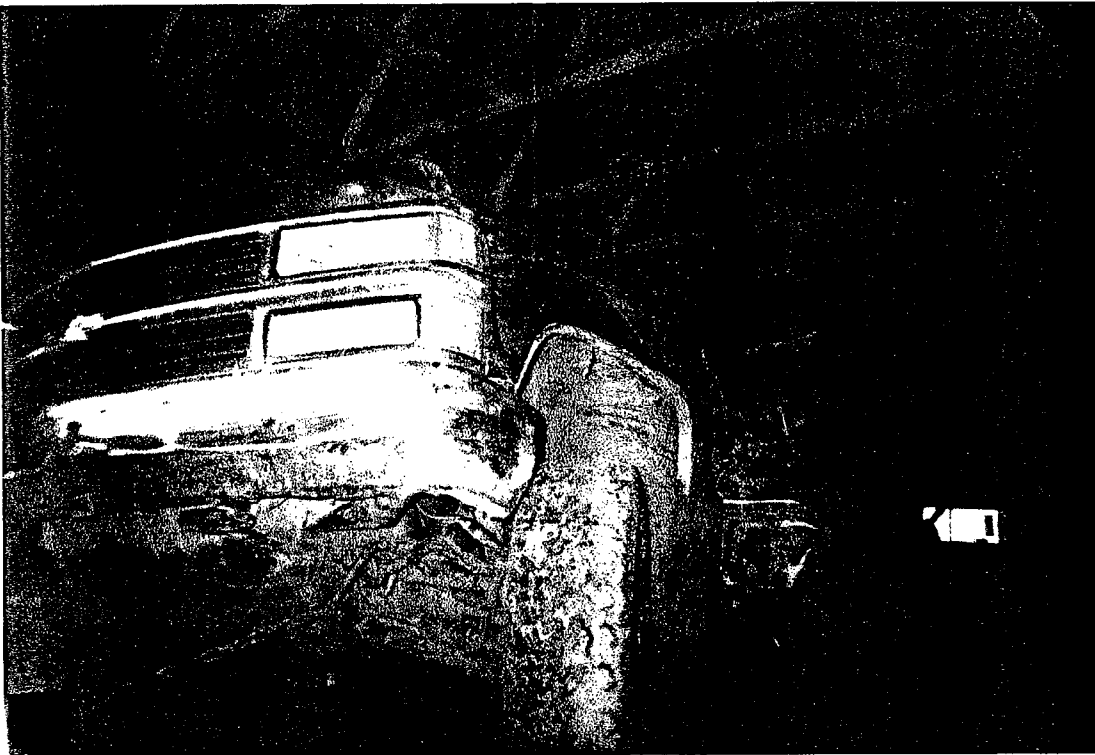
CAP 2551091 / 222-02417

Taken By

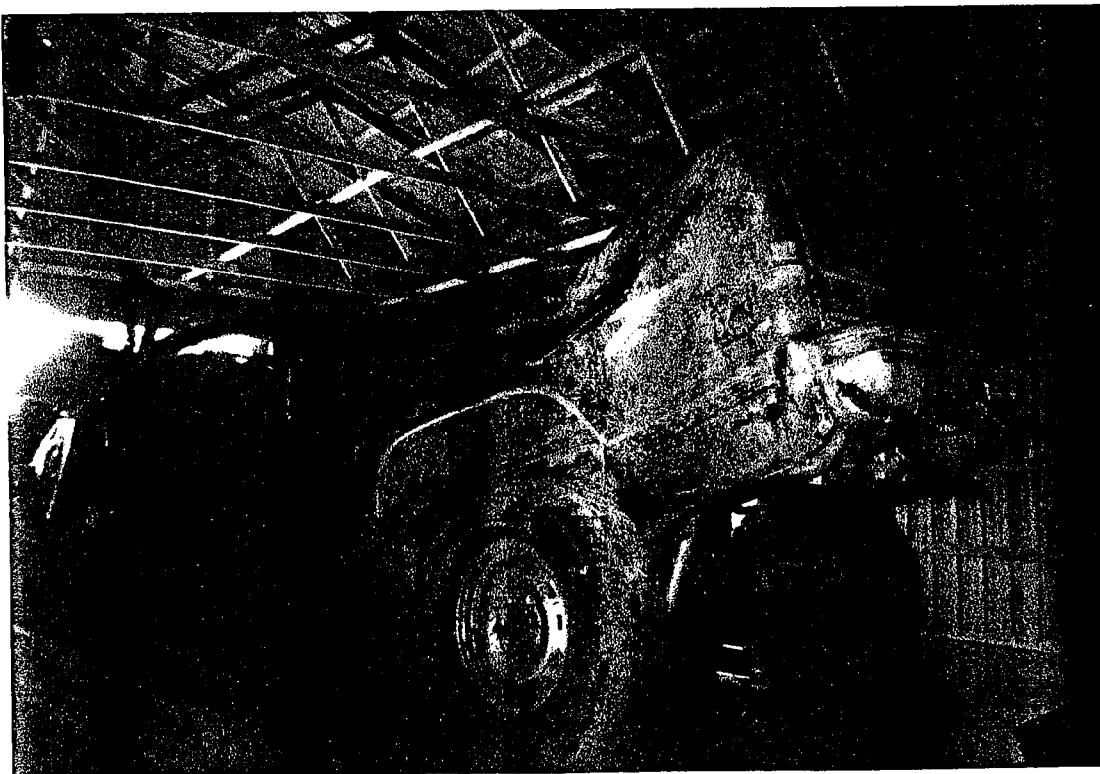
Robert Grove

4-16-99

DATE TAKEN



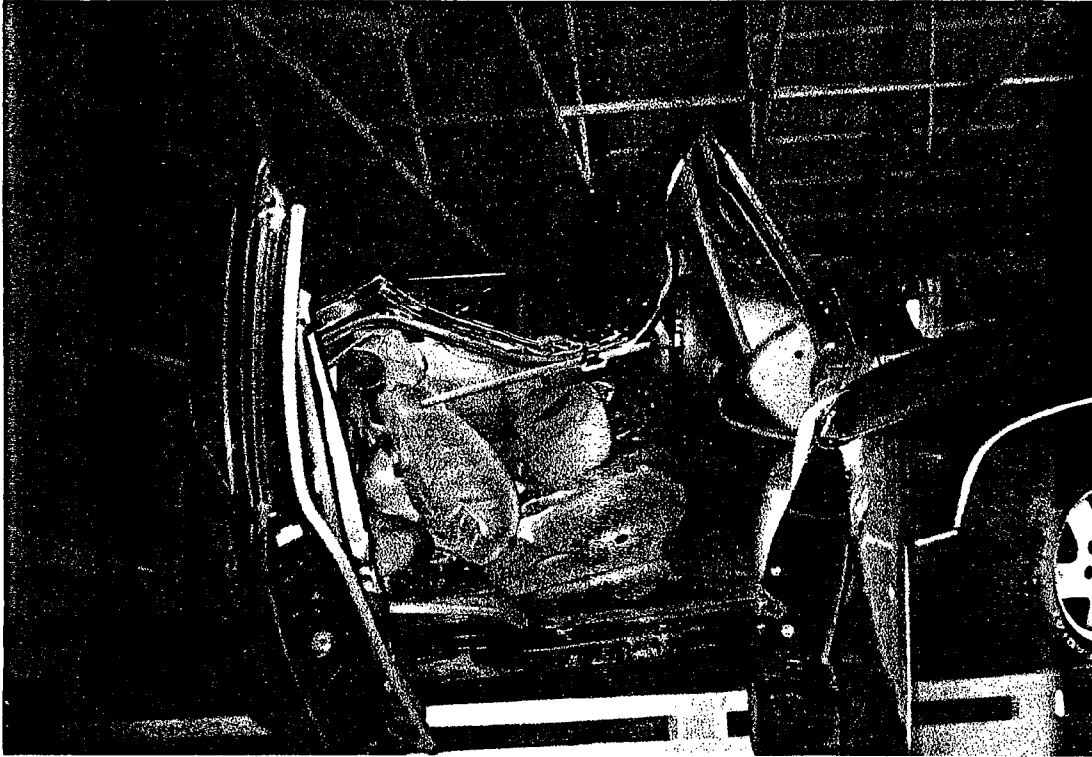
LT FT
VIEW



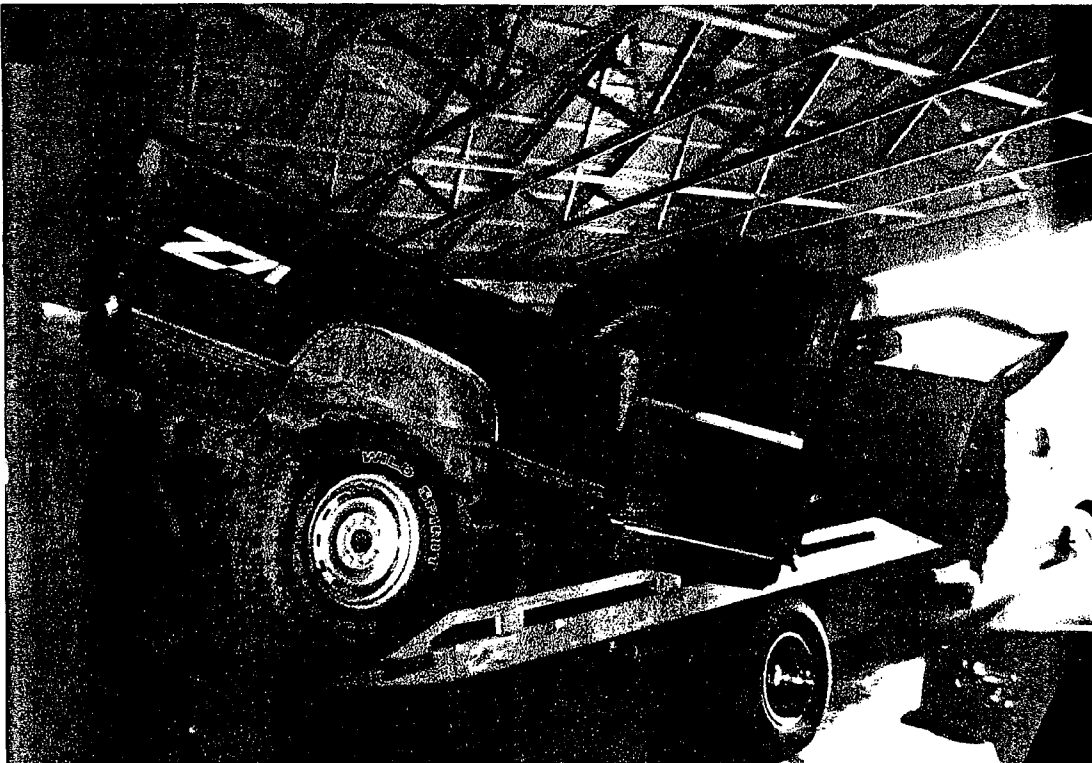
LT REAR
VIEW

Photo Mounting Sheet

File Identification CAP255091 / 722-02417
Taken By Robert Grove 4-16-99
DATE TAKEN



Rt. cab
view



Rt. bed
view

Photo Mounting Sheet

File Identification

CAF 2551091 / 222-02417

Taken By

Robert Grove

4-16-99

DATE TAKEN



Rt. Ft
view



REAR
VIEW



FRED DIEHL MOTOR, INC.

Clearfield-Curwensville Hwy.
P.O. Box 671
Clearfield, PA 16830
814-765-9858 or 765-2461
1-800-680-1715

COPY

"Customer Satisfaction Is Our Goal"

[REDACTED]
Service Manager

KATHY HERMAN
Service Director

SHARI LEARISH
Service Advisor

05/10/1999
12:05:21

SUMMARY HISTORY DISPLAY

3100

PAGE 1

CUSTOMER NAME DAVID L HOLLAND SR SERIAL NO. 2GCEK19R3V1237343
TOTAL R/O'S 5 TOTAL SERV. DAYS 6 MAKE CT CHEVROLET TRUCK

LN# RO.NO. RO. DATE.. MILES. ADV/TECH T# T OPERATION CODE. DESCRIPTION.....

1	354590	12/07/1998	60690	A	1004		
				T	1011	1 C 47CVZ	AXLE/DIFFERENTIAL 4X4 ACTUATOR
				T	1011	2 C 10CVZ	DRIVEABILITY FUEL FILTER AND SPARK PLUG
				T	1011	3 C 51CVZ	BODY ELECTRICAL HEADLIGHT SWITCH
				T	1011	4 C 85CVZ	ACCESSORIES LF INNER DOOR HANDLE
				T	1011	5 C 96CVZ	BODY REPAIR LUGS DOOR HINGES
				T	1011	6 C 45CVZ01	STEERING CONCERN - replaced Gear Box
2	350741	05/07/1998	35997	A	1023		
				T	1016	1 C 03CVZ	STATE INSPECTION
				T	1016	2 W 14CVZ03	INSPECT EXHAUST
				T	1016	3 C 00CV1	WASH EXTERIOR
				T	1016	4 W 51CVZ04	THIRD BRAKE LIGHT
3	350613	04/30/1998	35364	A	1023		
				T	1002	1 C 03CVZ	STATE INSPECTION
				T	1002	2 C 00CVZ	QUICK SERVICE
4	3090790	08/28/1997	11463	A	2		
				T	12	1 W K4124CV	
				T	12	2 C LOFSERCV	
				T	30	3 C WASHCV	
5	3069010	05/08/1997	7	A	2		
				T	9	1 W Z7000CV	

Automobile Lease

David L Holland will lease to Holland Tree Services, INC.

P.O. Box 367 Curwensville, PA 16833 a 1997 Chevy Extended Cab

on a month basis beginning on the 5-14-97

day of May 1997, said vehicle is leased in monthly installments of 450.00

Holland Tree Services, Inc. will be responsible for all

maintenance, repair and licensing. Holland Tree Services, Inc.

will be responsible for insurance on the vehicle. This lease may be cancelled by either party with a written notice.

Holland Tree Services, Inc. will name David L. Holland

as additional insured as lessor under terms of this lease and will have a loss payable issued in

favor of CSB Bank of Curwensville, Pa

Lessor: Darrell Holland

By: DAVID L. HOLLAND

Lessee: Holland Tree Services, Inc.

By: [Signature] pres.

Date: _____

SERVICE INVOICE

FRED DIEHL

CHEVROLET

FRED DIEHL MOTOR, INC.

ROUTE 879 WEST P.O. BOX 671
CLEARFIELD, PA 16830TELEPHONE
814-765-9656

CUSTOMER NO. 32880		ADVISOR KATHRYN S. HERMAN 1004		TAB NO. 468	INVOICE DATE 12/11/98	INVOICE NO. CTCS35455
DAVID L. HOLLAND SR RD 1 BOX 555		LABOR RATE	LICENSE NO.	MILEAGE 60690	COLOR GREEN	STOCK NO.
CURWENSVILLE, PA 16833		YEAR / MAKE / MODEL 97/CHEVROLET TRUCK/K10			DELIVERY DATE 05/14/97	DELIVERY MILES 0
		VEHICLE ID. NO. 2GCEK19R3V1237343			SELLING DEALER NO.	PRODUCTION QA
RESIDENCE PHONE 814-236-1878		BUSINESS PHONE		P.O. NO.	R.O. DATE 12/07/98	
		COMMENTS		MO: 60714		

JOB# 3 CHARGES

LABOR
J# 3 51CVZ BODY ELECTRICAL HOURS: 1.00 TECH(S): 1011 38.00
CUSTOMER STATES INTERIOR HEADLIGHT SWITCH BROKEN
NECESSARY TO INSTALL NEW SWITCH - OK

PARTS QTY. FP-NUMBER DESCRIPTION UNIT PRICE
1 15013005 SWITCH 2.485 52.16
TOTAL - PARTS 52.16

MISC CODE DESCRIPTION CONTROL NO.
DPCL 10% PERFERED CUST LABOR -3.80
DPCP 10% PERFERED CUST. PARTS -5.22
TOTAL - MISC -9.02

JOB# 3 TOTALS
LABOR 38.00
PARTS 52.16
MISC -9.02

JOB# 4 CHARGES JOB# 3 JOURNAL PREFIX CTCS JOB# 3 TOTAL 81.14

LABOR
J# 4 85CVZ ACCESSORIES HOURS: 1.00 TECH(S): 1011 38.00
CUSTOMER STATES REPLACE LEFT DOOR HANDLE
INSTALL NEW LF INNER DOOR HANDLE

PARTS QTY. FP-NUMBER DESCRIPTION UNIT PRICE
1 15708051 HDL-L/S 16.345 18.90
TOTAL - PARTS 18.90

MISC CODE DESCRIPTION CONTROL NO.
DPCL 10% PERFERED CUST LABOR -3.80
DPCP 10% PERFERED CUST. PARTS -1.89
TOTAL - MISC -5.69

JOB# 4 TOTALS
LABOR 38.00
PARTS 18.90
MISC -5.69

JOB# 5 CHARGES JOB# 4 JOURNAL PREFIX CTCS JOB# 4 TOTAL 51.21

LABOR
J# 5+96CVZ BODY REPAIR HOURS: TECH(S): 1011 0.00
CUSTOMER STATES BOTH FRONT DOORS HARD TO OPEN-NEEDS NEW
PINT?
WAS ONLY NECESSARY TO LUBRICATE DOOR HINGES - OK.

JOB# 5 TOTALS
JOB# 5 JOURNAL PREFIX CTCS JOB# 5 TOTAL 0.00

THANK YOU FOR
BRINGING YOUR
CAR TO US FOR SERVICE
OUR CONTINUED SUCCESS
DEPENDS ON YOUR
SATISFACTION.

IF OUR SERVICE
WAS SATISFACTORY
TELL YOUR FRIENDS.
IF NOT, PLEASE TELL
US IMMEDIATELY.

THANK YOU!

Any warranties on the item/items are hereby made by the manufacturer. The seller hereby expresses disclaimers all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability connection with the sale of this item.



SERVICE INV○E

FRED DIEHL MOTOR, INC.

ROUTE 879 WEST P.O. BOX 671
CLEARFIELD, PA 16830TELEPHONE
814-765-9656

CUSTOMER NO. 32880		ADVISOR KATHRYN S. HERMAN 1004		TAB NO. 468	INVOICE DATE 12/11/98	INVOICE NO. CTCS354590
DAVID L. HOLLAND SR RD 1 BOX 555		LABOR RATE	LICENSE NO.	MILEAGE 60680	COLOR GREEN	STOCK NO.
CURWENSVILLE, PA 16833		YEAR / MAKE / MODEL 97/CHEVROLET TRUCK/K10			DELIVERY DATE 05/14/97	DELIVERY MILES 0
		VEHICLE I.D. NO. 2GCEK19R3V1237343			SELLING DEALER NO.	PRODUCTION DATE
		P.T.E. NO.			P.O. NO.	R.O. DATE 12/07/98
RESIDENCE PHONE 814-236-1676	BUSINESS PHONE	COMMENTS				

MO: 60714

THANK YOU FOR
BRINGING YOUR
CAR TO US FOR SERVICE
OUR CONTINUED SUCCESS
DEPENDS ON YOUR
SATISFACTION.

IF OUR SERVICE
WAS SATISFACTORY
TELL YOUR FRIENDS.
IF NOT, PLEASE TELL
US IMMEDIATELY.

THANK YOU!

JOB# 6 CHARGES

LABOR
J# 6-45CVZ01 STEERING CONCERN HOURS: 2.50 TECH(S): 1011 85.00
ADDED OPERATION - CUSTOMER ADDED TRUCK SEEMS TO WANDER ALL
OVER ROAD - CK STEERING.
FOUND STEERING BOX FAULTY - NEC TO REPLACE.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
	1	26064578	GEAR 6.50B	666.50
TOTAL PARTS				666.50

MISC

CODE	DESCRIPTION	CONTROL NO.
DPCL	10X PERFERED CUST LABOR	
DPCP	10X PERFERED CUST. PARTS	
TOTAL - MISC		75.15

JOB# 6 TOTALS

LABOR	85.00
PARTS	666.50
MISC	75.15

JOB# 6 JOURNAL PREFIX ETCS JOB# 6 TOTAL 676.35

COMMENTS
CALL WHEN DONE 2363599

TOTALS

TOTAL LABOR	341.00
TOTAL PARTS	1081.95
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC.	142.30
TOTAL TAX	76.84
TOTAL INVOICE \$	1357.49

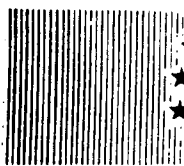
* [] CASH [] CHECK CK NO. [] *
* [] VISA [] MASTERCARD [] DISCOVER *
* [] AMER XPRESS [] OTHER [] CHARGE *

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

16:23:35



BITUMINOUS

Insurance Companies

Heaver Plaza, Suite 403
1301 York Road
P.O. Box 509
Lutherville, MD 21094-0509
410 321 7670
800 346 5108
FAX 410 296 7413

May 25, 1999

ATTN: Robert Holland & David Holland
Holland Tree Service, Inc.
P.O. Box 367
Curwensville, PA 16833

RE: 375-M-00594-66
Holland Tree Service, Inc. Vs. Same
D/Loss: 4/10/99

Dear Robert & David Holland:

Attached please find our company's draft in the amount of \$17,600.00.

Please sign the front and back of the enclosed proofs and return to the undersigned in the self-addressed stamped envelope along with the properly executed title for the 1997 Chevrolet Pick-Up K1500 as well as the properly executed released security interest filing from CSB Bank.

Should you have any questions regarding your claim, please do not hesitate to call the undersigned.

Very truly yours,

BITUMINOUS CASUALTY CORPORATION

Carol Yates
Claims Representative, Sr.

cc: File

CY2-01

Policy Number CAP 2 551 091Claim Number 375-M-00594-66Agency Charles A. Jones Ins. AgencyExpiration 02/11/2000

PROOF OF CLAIM

BY YOUR POLICY OF INSURANCE ABOVE DESCRIBED, YOU INSURED

Holland Tree Service, Inc.

against loss or damage as specifically stated in this Policy, on a vehicle described as:

Trade name and vehicle identification number: 1997 Chevy Extended Cab Truck, Vin No.2GCEK19R3V1Z37343

A loss occurred on or about 4/10/99 by which the vehicle and/or equipment insured under this policy was destroyed, stolen or damaged to the extent of \$ \$17,600.00 as per detailed statement on the reverse side hereof, this collision loss occurred as follows:
Insured driver lost control and struck a tree.

The vehicle insured under this Policy belonged exclusively to the assured under this Policy, and no other person or persons had any interest in it. There was no incumbrance on this vehicle at the time of loss, except:

There was no other insurance against collision upon the above described vehicle.

Claim is hereby made from you because of this loss or damage to this vehicle and/or equipment:

Cash Value	Whole Loss	Amount Deductible	Amount Claimed Under this Policy
\$	\$ 18,100.00	\$ 500.00	\$ 17,600.00

This loss did not originate by any act, design, or procurement of the assured, nor on the part of anyone having any interest in the property insured or in this Policy of insurance. Nothing has been done to violate the conditions of the Policy or render it void. All articles mentioned herein were destroyed, stolen, or damaged and belonged to and were in the possession of the assured at the time of this loss. No property saved has been concealed in any manner, and no attempt has been made to deceive you as to the cause, extent, or particulars of this loss.

STATE OF _____

COUNTY OF _____

Holland Tree Service, Inc.

ss

Date

19

PERSONALLY APPEARED before me, the signer of the forgoing statement, who made solemn oath to the truth of the same, and that no material fact is withheld of which you should be advised.

Notary Public.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

INSURED'S RELEASE

19

The Bituminous Casualty Corporation is requested, authorized and empowered to pay, at its option, the following:

To Holland Tree Service, Inc. the sum of \$ 17,600.00
 To _____ the sum of \$ _____
 To _____ the sum of \$ _____
 Total Loss and Damage _____ 17,600.00

in full settlement and satisfaction for all loss and damage for which claim is made in this proof of loss.

In consideration of such payments, you are discharged and forever released from any and all further claim, demand or liability whatsoever for this loss and damage, under or by reason of this policy.

Witness: _____ Insured: Holland Tree Service, Inc.
 Address: _____ By: (X) _____
 Title _____
 Witness: _____ Add'l Ins.: David L. Holland, Sr.
 Address: _____ By: (X) _____
 Title _____

POLICY CANCELLATION AGREEMENT

It is agreed that upon payment by the Bituminous Casualty Corporation of the claim made herein, the policy or certificate of insurance under which it is made shall be deemed cancelled. The undersigned further agree(s) to surrender this policy or certificate of insurance if it is or hereafter comes into the possession of the undersigned without again presenting a claim thereunder.

Witness: _____ Insured: _____
 Address: _____ By: _____
 Title _____
 Witness: _____ Loss Payee: _____
 Address: _____ By: _____
 Title _____

STATEMENT OF LOSS			



Executive House, 615 Howard Ave.
Suite 208
P.O. Box 1150
Altoona, Pennsylvania 16603
(814) 946-0448
Fax (814) 943-2170

Appraiser's Report - Total Loss Evaluation

VEHICLE SERVICES

Branch # 222 File # 02410

Vehicle Owner <u>HOLLAND TREE SERVICE</u>		Claim #
Insured		Policy # <u>CAP2551091</u>
Company <u>BITUMINOUS INSUR.</u>		Adjuster <u>CAROL YATES</u>
Year <u>97</u>	Make <u>Chev</u>	Model <u>TK-1500</u>
Serial Number <u>2GCEK119R3V123232343</u>	License <u>PA 2078080</u>	State <u>PA</u>
Location of Vehicle: <input type="checkbox"/> Repair Facility <input checked="" type="checkbox"/> Towing Facility <input type="checkbox"/> Place of Business <input type="checkbox"/> Drive By <input type="checkbox"/> Residence <input type="checkbox"/> *Other		Cause of Damage: <input checked="" type="checkbox"/> Collision <input type="checkbox"/> Fire <input type="checkbox"/> Mechanical <input type="checkbox"/> Hail <input type="checkbox"/> Submersion <input type="checkbox"/> Water Level <input type="checkbox"/> Theft <input type="checkbox"/> Vandalism <input type="checkbox"/> Animal <input type="checkbox"/> *Comprehensive <input type="checkbox"/> *Other
Vehicle Status: Driveable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Inspection Completed: <input checked="" type="checkbox"/> Before Repair <input type="checkbox"/> During Repair <input type="checkbox"/> After Repair Vehicle Disassembled <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Has Vehicle Been Modified <input type="checkbox"/> *Yes <input checked="" type="checkbox"/> No		

RECOMMENDATION: ☐ Borderline Total ☒ Total ☐ Possible Additional Damage ☒ *Other NOTE: *Explanation required

<input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Retail	Edition Date	Model #	Pre-Loss Condition
<input checked="" type="checkbox"/> 2-Book Average	Book(s) Used:		Item Condition Description +/- Amount
BASIC BOOK VALUE: +/-		1) 2)	
Mileage Cat. #			
SEE ATTACHED PAGE			
TOTAL			Total Reconditioning Cost \$

MARKET VALUE SURVEY:		Sales Mgr.	Equipment	Phone Number	In Stock	Market Value
Dealer 1: **Per Home Office, Steve Magin, withhold payment on collision line until Steve contacts us to issue** CY						
Dealer 2:						
Dealer 3:						
GUIDE BOOK ACV VALUE		MARKET ACV VALUE		Total	18100.00	
Average Retail Book Value	18100.-	Market Survey Value		PA PAY		
+ or - Reconditioning		+ or - Reconditioning				
Guide Book ACV TOTAL	18100.-	Market Value ACV TOTAL		Suggested ACV \$		

SALVAGE BIDDER		Contact	Bid
1) Cristini Rocky		800-677-7160	400.00
2) Muellers John		814-946-1995	200.00
3) Yesty Jay		814-685-8079	300.00
Estimated Salvage Value \$		Phone Bid	

Salvage moved <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, where?	Telephone #
Status Letter Sent <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date	
Client Callback Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, completed: Date	Time
Attempts	Dates	Time
Appraiser <u>Robert G. ...</u>	Date <u>9-19-99</u>	



Automobile Damage Appraisal

VEHICLE SERVICES

Executive House, 615 Howard Ave.
Suite 208
P.O. Box 1150
Altoona, Pennsylvania 16603
(814) 946-0448
Fax (814) 943-2170

BRANCH NO. 222 FILE NO. 02417

SERVICE ADDRESS		P.O. Box 367 Curwensville, PA 16833		PHONE NO. (814) 236-3591	
CLIENT NAME		BITUMINOUS INSUR		ADJUSTER	
GRANDIAN, PA		CLAIM NO.		POLICY NO. CAP2551091	
MODEL	1500	TRIM SERIES	Silverado	STOCK	TR4X4
DATE OF LOSS		DATE RECEIVED		DATE APPRAISED	
9-10-99		9-12-99		9-16-99	
VIN		9R3V1237343		ODOMETER	
MILES		74240		LITERS	
8		INCLINE		TRANSMISSION	
8		AV		AUTO	
AC		ABS BRAKES		REAR DEFROGGER	
TILT WHEEL		CRUISE CONTROL		LUGGAGE RACK	
SUN ROOF		T-TOP		VINYL TOP	
ANTI-THEFT/RECOVERY SYSTEM		AIR BAG		OTHER	
RADIO		STEREO		COMPACT DISC	
POWER ANTENNA		PHONE		CB	
TYPE		SINGLE STAGE		TWO STAGE	
THREE STAGE		OTHER		CODE	
CLOTH		LEATHER		VINYL	
VELOUR		CONDITION		GOOD	
FAIR		POOR		CONDITION	
GOOD		FAIR		POOR	
LR		3		RR	
3		RF		3	
SP		3		LRI	
3		RRI		3	

		FLAT RATE	REPAIR TIME	PARTS	SUBLET
1. X	FR END SHEET METAL, BUMPER ETC	INC	INC		3000.00
2. X	COMPLETE CAB, DOORS, INTERIOR, ETC	INC	INC		5000.00
3. X	COMPLETE BED, REAR BUMPER, ETC	INC	INC		3000.00
4. X	FRAME, SUSPENSION, RUNNING GEAR, ETC	INC	INC		3000.00
5.					
6.	* REPAIRS EXCEED 75% OFF INSPECTION				
7.	VALUE - (TOTAL LOSS)				
8.					
9.	* towing - OPEN - CAN'T REACH towing				
10.	company, LEFT MESSAGE TO FAX TOW				
11.					
12.	* VEHICLE UNREPAIRABLE - SEE PHOTOS				
13.					
14.					
15.					
16.					
17.					
18.					

COMMENTS

BETTERMENT RECOMMENDATIONS ☐ YES ☐ NO REFER TO AP030

REPAIR FACILITY

ADDRESS

CITY

STATE

ZIP

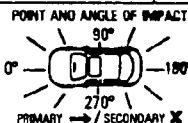
AGREED BY

PHONE

APRAISER LICENSE NO. 3006096

APRAISER Robert Grove

DATE 4-19-99



REPAIR TIME HRS @

PARTS LESS %

SUBLET

CRASH MANUAL ☐ MITCHELL ☐ MOTORS

DATE OF PUBLICATION

DAYS TO REPAIR

STORAGE PER DAY FROM

SHOP LICENSE/TAX ID NO.

DATE 4-19-99

SUBTOTAL

TAX % ON \$

TOWING

TOTAL

NOTICE TO REPAIRER: This is NOT an authorization for repair. This is an appraisal of damages only. No appraiser or adjuster has authority to authorize repairs. Authorization to repair and guarantee of payment can only be made by owner. Crawford & Company specifies and intends that all repairs and/or part replacements listed hereon be made in strict accordance with manufacturer's specifications and recommendations. Crawford & Company and/or its client assumes no responsibility for repair quality and safety. Supplemental damages are subject to reinspection

TOTAL AMOUNT TO REPAIR

Total Loss

**P.O. Box 21
Hamilton Road
Garland, PA 16416
Phone: (814) 563-3113
Fax: (814) 563-4921**

Tires :
Radio :
Battery:
Keys :

Advance Charges		
TOWING	100.00	100.00
04/10-06/02 54 days		310.00

RECEIVED

14

Advance Chgs	410.00
Tow In	75.00
Handling Fee	48.00
WeatherPrtct	80.00
REFUND/STORE	-40.00
from Storage Facility	.00
that overcharged	.00
3 days @ \$5/day	.00
	.00
<u>60:</u>	.00
	.00
	.00

375-M-00594-66:

Please complete and return the lower portion of this form with the title and the lien release if applicable.

Total Advance	410.00
Total Pool	163.00
Total Paid	.00
Current Due	573.00

Company : BITUMINOUS INSURANCE
Adjuster: YATES, CAROL
VIN : 2GCEK19R3V1237343
License :
Mileage : 74,240

0
ale.
JUN 14 1939
DRAFT NO. *L343579*

Other: Do Not Auction Unit Off!!!!!! Continue to store at your facility
for us. Thanks!!!

Date 6/14/99

Preliminary Valuation Report

CRAWFORD COMPANY
615 Howard Avenue, P.O. Box 1150, Altoona PA 16603-1150
(814) 946-0448

375-M-00594-66

Date: 4/19/1999
Claim:
Policy:
Customer:
Loss Date: 4/19/1999
Deductible: \$0
Payer Code:

Valuation ID: 2
Type of Loss:
Classification: Total Loss
Assessor: ROBERT SHEEHAN
Assessor ID: 3002252
Profile: Crawford
State: PA

Vehicle: 1997 Chevrolet Pickup K1500 2D PkUpXCb 6' Bed 141" WB 5.7L Inj 8
Cyl
VIN: 2GCEK19R3V1237343
Mileage: 74,240
Condition: Excellent
Type: Truck
License: PA
Color:

N.A.D.A.® EASTERN VALUES

C19 C1500 PICKUP-V8 PICKUP FLEETSIDE EXT CAB 8'

Base Value	\$19,025
Mileage Adjustment	<\$2,325>
4WD or AWD	\$2,500
4 Wheel ABS	No Adjustment
Aluminum/Alloy Wheels	\$300
Air Conditioning	Standard
Power Steering	Standard
Power Brakes	Standard
Power Windows	Standard
Power Door Locks	Standard
Tilt Steering Wheel	Standard
Cruise Control	Standard
Defogger Rear	Standard
AM / FM Stereo	Standard
Cassette Tape Player	No Adjustment
Sliding Rear Window	\$150
Automatic Trans.	Standard
(R) Rear Step Bumper	No Adjustment
(R) Silverado (Pkups)	No Adjustment
(R) V8 over V6	Inclusive

RED BOOK® A - NORTHEAST VALUES

K19 PkUp Ext 4x4 1500 6200

Base Value	\$17,525
Mileage Adjustment	<\$4,800>
4 Wheel Drive	Inclusive
4 Wheel Anti Lock Brakes	\$400
Alloy Wheels	\$225
Air Conditioning	Standard
Power Steering	Standard
Power Brakes	Standard
Power Windows	\$125
Power Door Locks	\$100
Tilt Wheel	\$75
Cruise Control	\$100
Electric Defogger	\$75
AM / FM Stereo	Standard
Tape	\$75
Sliding Rear Window	\$75
Automatic Trans.	Standard
Rear Step Bumper	\$50
Silverado (Pkups)	\$1,725
V8 over V6	\$800

Total Retail Value \$19,650

Total Retail Value \$16,550

Mitchell International, a Division of Thomson Publishing Corporation warrants that this valuation is an accurate representation of the N.A.D.A.® and the Red Book® value guides.

AVERAGE BOOK VALUE

Taxable Adjustments

Taxable Adjustments Total

Pre-Tax Subtotal

Post-Tax Subtotal

Non-Taxable Adjustments

Non-Taxable Adjustments Total

NET TOTAL

RECEIVED

APR 21 1999

BITUMINOUS INS. CO.
BALTIMORE, MD.

\$18,100.00

\$0.00

\$18,100.00

\$18,100.00

\$0.00

\$18,100.00

**4/21/99 - Hold Per Steve Maginas - H.O.

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-500.00 Deductible

\$17,600.00

OK to pay: Holland Tree Service, Inc., David L. Holland
and CSB Bank, as loss payee

PP

5/25/99

released security interest filing from CSB Bank

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Wheeler Service Tire & Bed Service.		100. ⁰⁰
	Trip 5.00 Day		310. ⁰⁰
	1910 4		
	RECEIVED		
	BITUMINOUS INS. CO.		
STATE INSPECTION SPECIFICATIONS		SUB TOTAL	
TIRES: _____ Front _____ Rear		SALES TAX	
BRAKES: _____ Front _____ Rear		TOTAL - 410. ⁰⁰	
Mileage: _____ Inspt. By _____			

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

STEVEN G. O'GARA,

VS.

NO. 01-81-CD

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,

CASE NUMBER: 01-81-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **PLAINTIFF'S ANSWERS TO DEFENDANT,
GENERAL MOTORS CORPORATION's,
SECOND INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

JUN 27 2002

0110:551 hocc
William A. Shaw *WAS*
Prothonotary *WAS*

v.

FRED DIEHL MOTORS, INC. and
GENERAL MOTORS CORPORATION,

Defendants.

: CIVIL ACTION - LAW
: NO. 01-81-CD

(b) State the date that the settlement or compromise became effective.

(c) State whether Robert Holland received any financial compensation as part of the settlement or compromise and, if so, state the full amount and terms of the financial compensation and identify every person or entity who made, or was obligated to make, a payment on behalf of Steven O'Gara.

ANSWER: SEE ATTACHED JOINT TORTFEASOR RELEASE

2. Please produce a copy of every document that relates or refers to the agreement as described in your response to the preceding interrogatory.

RESPONSE: SEE ATTACHED JOINT TORTFEASOR RELEASE

3. Did Robert Holland ever agree to waive or agree not to pursue any claim against Steven O'Gara arising from or relating to the accident of April 10, 1999? If your answer is in the affirmative, provide the following information:

(a) Describe in detail all of the terms and conditions of any such agreement. If the agreement was reduced to writing, please provide a copy of the writing and all drafts thereof in your possession.

(b) State the date that the agreement became effective.

(c) State whether Robert Holland received any financial compensation as part of the agreement and, if so, state the full amount and terms of the financial compensation and identify every person or entity who made, or was obligated to make, a payment on behalf of Steven O'Gara.

ANSWER: SEE ATTACHED JOINT TORTFEASOR RELEASE

4. Please produce a copy of every document that relates or refers to the agreement described in your response to the preceding interrogatory.

RESPONSE: SEE ATTACHED JOINT TORTFEASOR RELEASE

5. Are you presently under the care of any physician or other health care provider with respect to any injury or physical condition that you claim resulted from the accident of April 10, 1999. If your answer is in the affirmative, provide the following information:

(a) Identify each physician or other health care provider by name and full address.

(b) Describe in detail the nature of the injury or condition for which you are receiving treatment or care.

(c) Describe the nature of the treatment or care.

(d) State the frequency on which the treatment or care is provided.

ANSWER: NO

6. Other than the University of Pittsburgh Medical Center and any physician/health care provider associated with UPMC, identify by name and full address every other physician, hospital, or other health care provider by whom you have been examined or treated since April 10, 1999.

ANSWER: Dr. K. David Mosienko, Clearfield Hospital, P.O. Box 992,
Clearfield, PA 16830

Dr. Craig Burke, Clearfield Hospital, P.O. Box 992
Clearfield, PA 16830

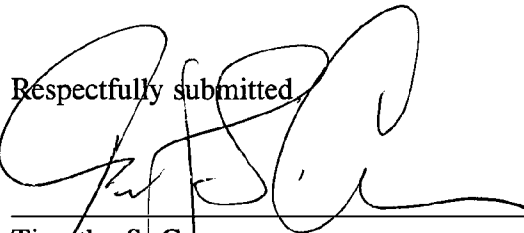
7. Identify and describe the terms of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered against Steven O'Gara in the matter of Robert Holland vs. General Motors Corporation and Fred Diehl Motors, Inc. v. Steven O'Gara, No. 00-905-CD, Court of Common Pleas of Clearfield County, Pennsylvania, or to indemnify or reimburse for payments made to satisfy any such judgment.

ANSWER: Robert Holland proceeded against his own insurance, uninsured motorist coverage.

8. Produce a copy of each insurance agreement identified in the preceding interrogatory.

RESPONSE: N/A

Respectfully submitted,



Timothy S. Coon
Pa. I.D. No. 52741
Eckert Seamans Cherin & Mellott, LLC
44th Floor, 600 Grant Street
Pittsburgh, PA 15219
412-566-1214

JOINT TORTFEASOR RELEASE

For and in consideration of the payment of the sum of \$150,000.00 I, Robert D. Holland (hereinafter referred to as "Releasor"), being of sound mind and lawful age, do hereby on behalf of myself, my heirs, executors, administrators, successors and assigns, remise, release and forever discharge Steven Gerard O'Gara, David L. Holland, and Holland Tree Service, Inc. (hereinafter referred to collectively as the "Releasees"), its principals, shareholders, employees, servants, agents, and insurers (including Bituminous Casualty Corporation), from any and all claims arising from, or in any way relating to any and all personal or bodily injuries, whether known or unknown, and whether discovered or not yet discovered, resulting or which may at some future date result from an accident which occurred on April 10, 1999 in or about Bloom Township, Clearfield County, Pennsylvania, including but not limited to those claims which were, or could have been, the subject matter of a civil action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, captioned Robert D. Holland v. Steven Gerard O'Gara at No. 99-1103-CD.

It is understood that the Releasor reserves unto him any and all claims against all other persons, corporations, or entities not parties to this Release, who may be legally responsible in whole or in part for those injuries or damages suffered by the Releasor as a result of the aforementioned accident. The Releasor does hereby reserve all claims against all other tortfeasors, other than those parties released herein.

It is understood that this Release operates only to settle that comparative percentage share of liability, if any, of the Releasees named herein, no more nor less, as determined judicially. Should it be determined, however, that persons or entities not being released by the terms of this Release (hereinafter collectively referred to as "non-settling parties"), are jointly or severally liable to the Releasor with the Releasees herein, under any theory, the verdict at trial against all parties, including the Releasees herein, shall be reduced in accordance with the provisions of the applicable Comparative Negligence Act and the Contribution Among Joint Tortfeasors Act to the extent of the percentage share of legal responsibility or liability attributable to the Releasees herein. Notwithstanding any other language of this Release, it is the express intent of the parties that this Release shall not operate to reduce any trial award or verdict recoverable by the Releasor from any non-settling party except to the extent that the Releasees may be found to have percentage responsibility for the Releasor's damages.

In further consideration for the aforesaid payment to the Releasor by or on behalf of the Releasees, the Releasor hereby agrees to satisfy any claim, judgment, verdict or award ultimately entered or recovered by the Releasor, or by any other party, person, corporation or entity against the Releasees for contribution, indemnification, or otherwise, by satisfying such percentage of any claim or judgment against the Releasees as the negligence of the Releasees bears to all causal negligence of all tortfeasors having liability by reason of the aforesaid occurrence, and to that end, the Releasor agrees to indemnify and hold harmless the Releasees from any and all claims or liability to the Releasor or any other party, person or entity making claim for contribution or indemnification arising out of the aforesaid occurrence, including but not limited to all such claims on the part of the other defendants or additional defendants in the aforementioned civil action.

This Release is understood to preclude the Releasor from executing a Release or agreement with any other party, person or entity which reserves to such other party, person or entity the right to proceed against the Releasees on any claim for contribution or indemnification.

By executing this Release, it is the intention of the Releasor to enter into a final settlement with the Releasees herein only, and to ensure that the Releasees have no further obligations of payment to the Releasor, or any other party.

The Releasor does hereby acknowledge and will similarly acknowledge at the time of trial that the Releasees are joint tortfeasors, and, therefore, the Releasees will not be required to be present at the time of trial. It is the specific intent of the parties to this Release that the Releasees have no further liability to any party and shall not be required to participate further in the litigation or be present at trial.

It is understood and agreed that the Releasor will indemnify and hold harmless the Releasees and will satisfy any claim regarding any and all liability arising from any subrogation lien with regard to any medical, disability or compensation payments paid or payable in connection with the accident.

It is understood that the Releasor is represented by legal counsel, namely, Joseph Colavecchi, Esquire. The Releasor hereby acknowledges and confirms that his attorney has reviewed this Release with him in detail, has explained its contents and legal effect, and that the Releasor fully and completely understands the meaning and legal effect of this Release, intending to be bound thereby. The Releasor further acknowledges that he enters into this Release willingly, knowingly and voluntarily.

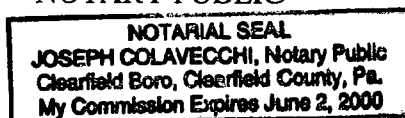
This Release shall not be construed against the party or its representative who drafted this Release, or any portion thereof. The parties hereby waive the benefit of any statutory, judicial or other rule providing that, in cases of ambiguity, language of a contract should be interpreted against the party who caused the uncertainty or ambiguity to exist.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of February, 2000.


Robert D. Holland

Sworn to and Subscribed
Before me this 4th Day
Of February 2000


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA (CIVIL DIVISION) NO. 01-81-CD	
STEVEN G. O'GARA, Plaintiff VS. FRED DIEHL MOTORS, INC., et al, Defendants	
PLAINTIFFS ANSWERS TO DEFENDANT, GENERAL MOTORS CORPORATION, SECOND INTERROGATORIES & REQUEST FOR PRODUCTION OF DOCUMENTS	
R. DENNING GEARHART ATTORNEY AT LAW CLEARFIELD, PA. 16830	

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

ROBERT D. HOLLAND,
Plaintiff

vs.

No. 00-905-CD

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

and

STEVEN GERALD O'GARA,
Additional Defendant :

STEVEN G. O'GARA,
Plaintiff

vs.

No. 01-81-CD

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

FILED

NOV 26 2003

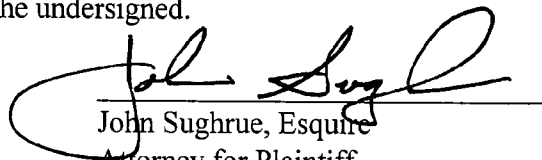
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR APPEARANCE

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of ROBERT D. HOLLAND, Plaintiff in the above-captioned matter, as Co-Counsel for Joseph Colavecchi, Esq. Direct all pleadings and matters concerning the foregoing to the undersigned.

Date: November 26, 2003



John Sughrue, Esquire
Attorney for Plaintiff
Attorney I. D. #01037
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1704
Fax: (814) 765-6959

cc: Joseph Colavecchi, Esq.
R. Denning Gearhart, Esq.
Robert W. Gailbreth, Esq.
Timothy Coons, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT D. HOLLAND,
Plaintiff

vs.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

and

STEVEN GERALD O'GARA,
Additional Defendant :

STEVEN G. O'GARA,
Plaintiff

vs.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

No. 00-905-CD

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on November 26, 2003, I caused a true and correct copy of PRAECIPE FOR APPEARANCE to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

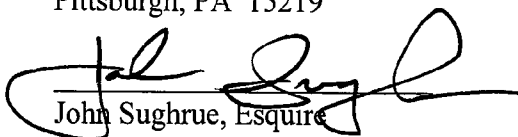
Mr. Joseph Colavecchi, Esq.
COLAVECCHI, RYAN COLAVECCHI
PO Box 131
Clearfield, PA 16830

Mr. Denning R. Gearhart, Esq.
215 E. Locust Street
Clearfield, PA 16830

Mr. Robert W. Galbraith, Esq.
ZIMMER KUNTZ
3300 US Steel Tower
Pittsburgh, PA 15219-2702

Mr. Timothy Coons, Esq.
ECKERT SEAMANS
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

Date: November 26, 2003


John Sughrue, Esquire
Attorney for Plaintiff

FILED

NOV 26 2003

8/3:00 PM

cc

William A. Shaw
Prothonotary/Clerk of Courts

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

STEVEN G. O'GARA,
Plaintiff

vs.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

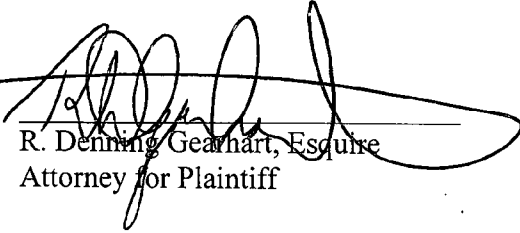
No. 01-81-CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly mark the above-captioned matter settled, discontinued, and terminated with prejudice. Each party is to pay his and/or its individual costs. Please forward Certificate of Discontinuation to the undersigned, R. Denning Gearhart, Attorney for Plaintiff.

Date: December 27, 2004


R. Denning Gearhart, Esquire
Attorney for Plaintiff

FILED 2004
6k 01/31/04 1 Certificate
DEC 27 2004 to R. Denning Gearhart
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

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

STEVEN G. O'GARA,
Plaintiff

vs.

FRED DIEHL MOTORS, INC., and
GENERAL MOTORS CORPORATION,
Defendants

No. 01-81-CD

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on December 17, 2004, I caused a true and correct copy of PRAECIPE TO SETTLE AND DISCONTINUE, to be served on the following and in the manner indicated below:

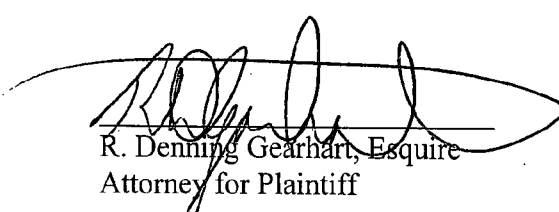
By United States Mail, First Class, Postage Prepaid

Addressed as Follows:

Jeffery A. Ramaley, Esq.
Zimmer Kunz
3300 USX Tower
600 Grant St.
Pittsburgh, PA 15219

Timothy S. Coon, Esq.
ECKERT, SEAMANS, CHERIN &
MELLOTT, LLC.
USX Tower
600 Grant St. 44th Fl.
Pittsburgh, PA 15219

Date: December 17, 2004


R. Denning Gearhart, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Steven G. O'Gara

Vs.

No. 2001-00081-CD

Fred Diehl Motors, Inc.
General Motors Corporation

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 December 27, 2004, marked:

Settled, Discontinued, and Terminated with Prejudice

Record costs in the sum of \$80.00 have been paid in full by R. Denning Gearhart, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of December A.D. 2004.

William A. Shaw, Prothonotary