

01-881-CD
NATIONWIDE INSURANCE COMPANY -vs- TAMARA M. GRAY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NATIONWIDE INSURANCE COMPANY

Petitioner

vs.

TAMARA M. GRAY

Respondent

No. 01-881-CD

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

FILED

JUN 07 2001

William A. Shaw
Prothonotary

PETITION TO ENFORCE SETTLEMENT

NOW COMES the Petitioner, Nationwide Insurance Company, by and through counsel, Dennis J. Stofko and files the following Petition to Enforce Settlement.

1. The Petitioner, Nationwide Insurance Company is a corporation authorized to issue automobile insurance policies having offices at 2330 Commercial Blvd., State College, Pennsylvania.
2. The Petitioner, Nationwide, at all times material herein issued an automobile insurance policy naming Jean Salvage as a named insured. Furthermore at all times material herein Petitioner, Nationwide provided coverage to Raymond A. Mikelonis who was operating the Salvage vehicle with her permission.
3. The Respondent, Tamara M. Gray is an adult individual residing at R D 1 Box 103A, Luthersburg, Pennsylvania and at all times material herein was the operator of a 1993 Olds 88.
4. This matter arises out of an automobile accident which occurred on or about August 26, 1999 occurring at or near State Route 219 and Hand Street, Dubois, Clearfield County, Pennsylvania.

5. As a result of the negligence of Jean Salvage and Raymond A. Mikelonis, Respondent seeks damages for injuries she allegedly received.

6. On or about November 9, 2000 the respondent through her counsel, Robert Marcus, entered into a settlement with Petitioner, Nationwide for a final payment of \$6,000 in exchange for a general release in favor of Jean Salvage and Raymond A. Mikelonis.

7. On or about November 9, 2000 a general release was forwarded to plaintiffs' counsel for signature pursuant to their agreement. A copy of said letter is attached hereto as Exhibit A.

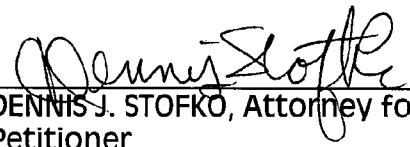
8. At all times material herein Robert Marcus, Esquire was acting with the complete and full authorization to enter into the settlement agreement with Petitioner.

9. Not having received the executed release or discontinuance, on April 26, 2001 counsel for Petitioner forwarded a letter to Respondent's counsel requesting the status of the release and also informing him of Petitioner's intent to file a Motion to Compel Enforcement of the Settlement. A copy of said letter is attached hereto as Exhibit B.

10. To date however no release or discontinuance has been received.

11. Petitioner avers that there is a binding agreement to settle and discontinue this matter as to Jean Salvage and Raymond a. Mikelonis.

WHEREFORE, the Petitioner respectfully requests your Honorable Court to enter an order directing Respondent to discontinue with prejudice the above captioned case and provide Petitioner with an executed release in favor of Jean Salvage and Raymond A. Mikelonis as to any further claims against Jean Salvage and Raymond A. Mikelonis as a result of the instant action in exchange for the agreed settlement of \$6,000.



DENNIS J. STOFKO, Attorney for
Petitioner

I, Amy R. L. Moore being an authorized representative of Nationwide Insurance Company, do hereby swear or affirm that the facts set forth in the Petition to Enforce Settlement are correct to the best of my knowledge, information and belief.

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

NATIONWIDE INSURANCE COMPANY

by Amy R. L. Moore

Dated: 5-31-01



2330 Commercial Blvd. * State College, PA 16801 **

November 9, 2000

ROBERT MARCUS
57 SOUTH 6TH ST
PO BOX 1107
INDIANA, PA 15701

YOUR CLIENT : Tamara Gray
OUR INSURED : Jean Selvage
OUR CLAIM NUMBER : 58 37 7 166818 08261999 41
DATE OF LOSS : 08-26-1999

The enclosed Release of All Claims Form confirms our settlement with your client. Please have your client read the form carefully and sign it on the designated line. The release must be:

() Signed by your client and witnessed by two other people.
(X) Signed by your client in the presence of a Notary Public.

The form should then be returned to my attention.

() Please hold payment in escrow pending completion and return of release.

If you have any questions, please call me. Thank you for your cooperation.

NATIONWIDE ASSURANCE CO. / COLONIAL INSURANCE CO. OF WISCONSIN
Amy Moore
Claims Department
(814)237-1191

Any person who knowingly and with intent to defraud any insurance company or other 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 a person to criminal and civil penalties.



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me/us the sum of Six-thousand and no/100 (\$6,000.00) dollars, and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge Jean Selvage and Raymond A. Mikelonis and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death, and/or property damage resulting or to result from an accident that occurred on or about 08-26-1999 at or near SR 219 & HAND STREET, DUBOIS, PA 15801, CLEARFIELD COUNTY.

I/we hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

It is agreed that distribution of the above sum shall be made as follows: One full and final settlement check upon receipt of properly executed release.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

WITNESS my/our hand(s) and seal this _____ day of _____, 20 _____.
In the presence of: CAUTION! READ BEFORE SIGNING

Witness Signature _____ Your Signature _____

Witness Signature _____ Your Signature _____

State of _____, County of _____

On this _____ day of _____, 20 _____. Before me personally appeared _____, to me known to be the person...described herein, and who executed the foregoing instrument and he/she acknowledged that he/she voluntarily executed the same.

My term expires _____, 20 _____. Notary Public

CLAIM NUMBER: 58 37 7 166818 08261999 41

Any person who knowingly and with intent to defraud any insurance company or other 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 a person to criminal and civil penalties.

R. THOMAS STRAYER LAW OFFICES
989 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

R. THOMAS STRAYER
DENNIS J. STOFKO
ANDREW L. HORVATH

TELEPHONE: 814 262-0615
814 262-0064
814 262-7341
FAX NO. 814 262-0905

April 26, 2001

Robert S. Marcus, Esquire
P.O. Box 1107
Indiana, Pennsylvania 15701

Re: Your Client: Tamara Gray
Insured: Jean Selvage

Dear Mr. Marcus:

I have been contacted by Nationwide Insurance Company concerning an agreement that was entered into to settle the above captioned matter on behalf of your client in the amount of \$6,000.

It is my understanding that at the time you entered into this agreement with Amy Moore that you had the full authority of your client to conclude this settlement for this amount.

This letter is to inform you that I have been asked to file a Petition to Enforce Settlement and seek all associated costs in doing so. However before preparing this petition and filing it in Clearfield County, I am affording your client another opportunity to conclude this matter by signing the release as agreed within the next ten days.

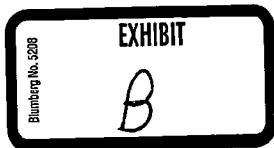
If I do not hear from you, I will assume your client refuses to honor the settlement that was made and will have no alternative but to file a Petition seeking Court Order approving the settlement and seeking all costs and fees associated with filing the same.

Should you have any questions or comments, please feel free to contact me.

Sincerely,

Dennis J. Stofko

DJS/dd



FILED NO 1
MAY 13 2000
FBI - DENVER
William A. Shaw
Prothonotary

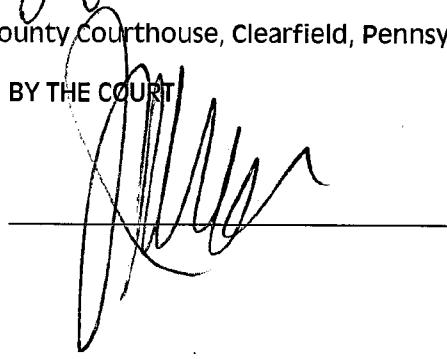
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NATIONWIDE INSURANCE COMPANY,
Petitioner
vs. No. 01-881-CQ
TAMARA M. GRAY,
Respondent

RULE

AND NOW this 18th day of June, 2001 upon consideration of the Petition to Enforce Settlement, a rule is entered upon Respondent to show cause why the Court should not order Respondent to execute a release in favor of Jean Salvage and Raymond A. Mikelonis.

RULE RETURNABLE this 16th day of July, 2001 at 2:30 o'clock P m. in Courtroom No. 1 in Clearfield County courthouse, Clearfield, Pennsylvania.

BY THE COURT



FILED

July 18 2001

William A. Shaw
Prothonotary

FILED

JUN 18 2001

010451cc

William A. Shaw
Prothonotary

cc
Kirk
S. J. Stogko

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONWIDE INSURANCE COMPANY,

Petitioner

vs.

No. 01-881-CD

TAMARA M. GRAY,

Respondent

ORDER

AND NOW this 16th day of July, 2001, the Respondent, after being duly notified and failing to appear at the hearing in the above matter,

IT IS HEREBY ORDERED, DIRECTED AND DECREED as follows:

1. That Respondent, Tamara M. Gray execute a general release in favor of Jean Salvage and Raymond A. Mikelonis for any and all injuries arising out of an automobile accident that occurred on August 26, 1999 within ten (10) days of receipt of this Order;
2. That upon receipt of the executed general release the Petitioner, Nationwide insurance is to forward a check in the amount of \$6,000 made payable to Tamara M. Gray;
3. In the event that Respondent, Tamara M. Gray fails to execute the general release as aforesaid, the respondent shall be subject to further sanctions as imposed by the Court.

BY THE COURT



FILED

JUL 19 2001

William A. Shaw
Prothonotary

FILED

Jul 19 2001

07/19/01
William A. Shaw
Prothonotary

atty
S. Stogko

Stogko