

01-1287-CD  
JOSEPH A. REPASKY -vs- LESLIE A. TRENTZ

4-18-02

MISSILE 2-21-02

MOTION TO ENFORCE SETTLEMENT

AGREEMENT FILED BY

ATTY BRINE,

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

JOSEPH A. REPASKY,

Plaintiff

CIVIL DIVISION

No. 01-1287-CD

VS.

LESLIE A. TRENTZ,

Defendant

Code:

**COMPLAINT IN CIVIL ACTION**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

**LAW OFFICE OF JAMES J. BRINK**

James J. Brink, Esq.  
Pa. I.D. No. 61690

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

**FILED**

AUG 10 2001

**William A. Shaw**  
Prothonotary

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

JOSEPE A. REPASKY,

CIVIL DIVISION

Plaintiff

No.

vs.

LESLIE A. TRENTZ,

Defendant

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM FOR 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  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

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

JOSEPE A. REPASKY,

CIVIL DIVISION

Plaintiff

No.

vs.

LESLIE A. TRENTZ,

Defendant

**COMPLAINT IN CIVIL ACTION**

Plaintiff, by and through his undersigned counsel, files this Complaint in Civil Action against the defendant upon the following grounds:

1. Plaintiff, Joseph A. Repasky, is an adult individual who at all times pertinent to this cause of action resided at 234 McClellan Street, Cambridge Springs, Pennsylvania 16403.

2. Defendant, Leslie A. Trentz, is an adult individual who at all times pertinent to this cause of action resided at 638 Cooks Court, Brentwood, Tennessee 37027.

3. On or about November 17, 2000, the defendant was the operator of a 1999 Toyota Corolla traveling in an westerly

direction on U.S. Interstate Route 80 in Clearfield County, Pennsylvania.

4. As the defendant approached a bridge in the left, or passing, lane east of the city of Dubois, Pennsylvania, the defendant negligently failed to control her automobile.

5. The defendant's negligent loss of control of her automobile caused said automobile to strike the guard rail on the left side of the bridge and careen out of control, spinning in a clockwise manner across both lanes of the bridge.

6. The plaintiff was properly operating a tractor trailer at a safe distance behind the defendant at the time of her negligent loss of control of her automobile.

7. The plaintiff, being an experienced over the road professional truck driver and having complete control of his loaded tractor trailer, swerved in an attempt to avoid hitting the spinning automobile of the plaintiff since a direct impact of the automobile most likely would have resulted in the deaths of the defendant and her passenger.

8. Although the plaintiff avoided causing serious bodily harm, and possibly death, to the defendant and her passenger, the plaintiff nevertheless struck the automobile of the defendant.

9. After striking the automobile of the defendant, the plaintiff's tractor trailer left the roadway on the left side, entered the median strip, crossed the two eastbound lanes of U.S.

Interstate Route 80 on the other side of the median strip, slid over an embankment after crossing the eastbound lanes and skidded approximately 100 feet down into a ravine before resting to a stop.

10. As a direct result of the above described negligence of the defendant and the above described collision, plaintiff sustained the following damages:

- (a) Medical expenses, past and future;
- (b) Wage loss;
- (c) Pain, suffering and inconvenience, past and future;
- (d) Limitation of enjoyment of life;
- (e) The cessation of an advantageous contractual relationship; and
- (f) Damage to his motor vehicle.

11. All of the above referenced injuries and damages were caused by the negligence of the defendant generally and the following particulars:

- (a) In failing to maintain control of her vehicle while operating the same on a public highway.
- (b) In failing to pay attention to the road conditions while operating her vehicle on a public highway.

**WHEREFORE,** plaintiff demands judgment against defendant for compensatory damages in an amount in excess of \$25,000.00, plus all costs of prosecuting this civil action.

**JURY TRIAL DEMANDED**

Respectfully submitted,

**LAW OFFICE OF JAMES J. BRINK**

By



---

James J. Brink, Esq.  
Pa. I.D. No. 61690  
Attorney for the Plaintiff

**LAW OFFICE OF JAMES J. BRINK**

James J. Brink, Esq.  
Pa. I.D. No. 61690  
Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)



**VERIFICATION**

I VERIFY that the averments of fact contained in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date

08/02/01

Joseph A. Reposky

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

JOSEPH A. REPASKY,

Plaintiff,

v.

LESLIE A. TRENTZ,

Defendant.

No. 01-1287-C.D.

TYPE OF PLEADING:  
**PRAECIPE FOR ENTRY OF  
APPEARANCE**

TYPE OF CASE: CIVIL  
FILED ON BEHALF OF:  
**DEFENDANT**

COUNSEL OF RECORD FOR  
FOR THIS PARTY:  
JAMES M. HORNE, ESQ.  
I.D. No. 26908  
KATHERINE V. OLIVER, ESQ.  
I.D. No. 77069  
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.  
811 University Drive  
State College, PA 16801  
PH# (814) 238-4926  
FAX#(814) 238-9624

**FILED**

**AUG 22 2001**

William A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

Plaintiff,

v.

LESLIE A. TRENTZ,

Defendant.

No. 01-1287-C.D.

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter our appearance on behalf of the Defendant, Leslie A. Trentz, in the above-captioned matter.

We are authorized to accept service on behalf of Leslie A. Trentz.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

Dated: August 21, 2001

By: 

James M. Horne, Esquire

I.D. No. 26908

Katherine V. Oliver, Esquire

I.D. No. 77069

811 University Drive

State College, PA 16801

(814) 238-4926

Attorneys for Defendant

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

JOSEPH A. REPASKY, : No. 01-1287-C.D.  
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 Plaintiff, :  
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 v. :  
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 LESLIE A. TRENTZ, :  
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 Defendant. :

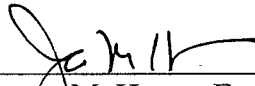
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of our Praecept for Entry of Appearance on behalf of Defendant Leslie A. Trentz in the above-captioned matter was mailed by U.S. First Class Mail, postage prepaid, on this 21 day of August, 2001, to the attorneys/parties of record:

James J. Brink, Esquire  
Lawyers Building, Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 227-0961  
(for Plaintiff)

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

  
James M. Horne, Esquire  
I. D. No. 26908  
Katherine V. Oliver, Esquire  
I.D. No. 77069  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Attorneys for Defendant Trenton

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

JOSEPH A. REPASKY,

Plaintiff

CIVIL DIVISION

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

Code:

**PROOF OF SERVICE**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

**LAW OFFICE OF JAMES J. BRINK**

James J. Brink, Esq.  
Pa. I.D. No. 61690

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

**FILED**

AUG 22 2001

John A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

PROOF OF SERVICE

I hereby certify that the Respondent was served with a true and correct copy of the Complaint in Civil Action by one or more of the following methods:

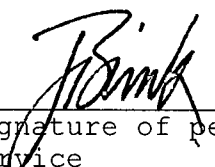
(XXX) CERTIFIED MAIL: The Respondent was served by prepaid, certified mail through the U.S. Postal Service on the 15th day of August, 2001. The Respondent or Respondent's authorized agent signed the green certified mail receipt which has been returned to me by the postal authorities and is attached as proof of service.

(XXX) REGULAR MAIL: The Respondent was served with a true and correct copy by First Class, postage prepaid, regular mail, through the U.S. Postal Service on the 13th day of August, 2001.

( ) PERSONAL SERVICE: A competent adult, who is over eighteen years of age and is not the moving party in this case, whose name is \_\_\_\_\_ served the Respondent by handing her a true and correct copy of the above pleading. The pleading was served on \_\_\_\_\_ who is the Respondent or the Respondent's authorized agent at the following address: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, at approximately, \_\_\_\_:\_\_\_\_ ( ) a.m. or ( ) p.m.

I verify that the statements made in this Proof of Service are true and correct. I understand that any false statements herein are made subject to the penalties of 18 Pa.C.S. §4909 relating to unsworn falsification to authorities.

8-20-01  
Date

  
\_\_\_\_\_  
Signature of person who made service

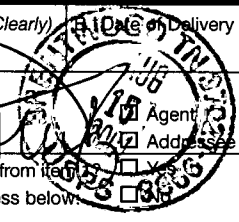
**SENDER: COMPLETE THIS SECTION**

- 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:

Ms. Leslie A. Trentz  
638 Cooks Court  
Brentwood, TN 37027

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) 

C. Signature

X

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number

(Transfer from service label)

70001530000625317097

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

James J. Brink, Esq.  
Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219

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**CERTIFICATE OF SERVICE**

I, James J. Brink, Esquire, do hereby certify that on this 20th day of August, 2001, I served a true and correct copy of the foregoing **PROOF OF SERVICE** filed in this matter by mailing the same via U.S. Mail, postage prepaid, to all parties listed below:

Ms. Leslie A. Trentz  
638 Cooks Court  
Brentwood, TN 37027

LAW OFFICE OF JAMES J. BRINK

By

  
\_\_\_\_\_  
James J. Brink, Esquire

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
ANSWER WITH NEW MATTER  
TO PLAINTIFF'S COMPLAINT

Filed on Behalf of Defendant

Counsel of Records for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

SEP 11 2001

William A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**NOTICE TO PLEAD**

TO: JOSEPH A. REPASKY  
c/o James J. Brink Esquire

YOU ARE HEREBY notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from the date of service hereof or a judgment may be entered against you.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorney for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated: \_\_\_\_\_

9-10-01

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**ANSWER WITH NEW MATTER**

AND NOW COMES Defendant, LESLIE A. TRENTZ, by and through her attorneys, McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC., and files the within Answer with New Matter and avers as follows:

1. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 1. The same are therefore denied and strict proof thereof demanded.

2. Admitted.

3. Admitted.

4. The averments of paragraph 4 are denied pursuant to Pennsylvania Rule of Civil Procedure No. 1029(e).

5. Denied as stated. All allegations of negligence are expressly denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, Defendant believes, and therefore avers, that her vehicle hit a patch of ice on Interstate 80, thereby causing her vehicle to strike the left side guardrail. On information and belief, Defendant denies that her vehicle crossed both lanes of traffic after hitting the guardrail; rather, Defendant's vehicle remained in the left hand lane of Interstate 80 where it was struck by Plaintiff's vehicle.

6. Denied. The averments of paragraph 6 constitute legal conclusions to which no response is required. To the extent that a response may be required, after reasonable investigation, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments relating to Plaintiff's alleged actions or inactions. The same are therefore denied and strict proof thereof demanded. All allegations of negligence are expressly denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

7. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 7. The same are therefore denied and strict proof thereof demanded.

8. Admitted in part and denied in part. It is admitted only that Plaintiff struck Defendant's automobile. The remainder of the averments of paragraph 8 are denied and strict proof thereof demanded.

9. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 9. The same are therefore denied and strict proof thereof demanded.

10. Denied. Any allegations of negligence on the part of Defendant are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments regarding Plaintiff's alleged injuries. The same are therefore denied and strict proof thereof demanded.

11. Denied. Any allegations of negligence on the part of Defendant are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, after reasonable investigation, Defendant is without knowledge or information sufficient to form a

belief as to the truth of the averments regarding Plaintiff's alleged injuries. The same are therefore denied and strict proof thereof demanded.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint against her be dismissed, with prejudice and costs of suit.

**NEW MATTER**

13. The averments of paragraphs 1 through 12, inclusive, are incorporated herein by reference as though set forth at length.

14. To the extent Plaintiff selected and/or was insured under a policy of insurance bearing a limited tort option, Plaintiff's claims herein are barred or reduced accordingly.

15. To the extent Plaintiff's medical expenses and/or wage losses were paid or are payable under a policy of insurance, the same may not be plead, proven or recovered in the instant action.

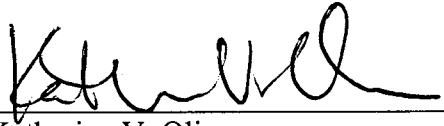
16. Defendant hereby raises and asserts all those defenses and/or limitations of damages available to her by reason of the terms and provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law, as amended.

17. Defendant hereby raises the defenses of comparative and/or contributory negligence.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint against her be dismissed, with prejudice and costs of suit.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

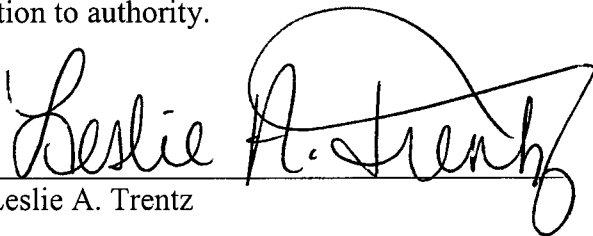
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: 6-10-01

Repasky v. Trentz

**VERIFICATION**

The undersigned verifies that she is authorized to make this verification on her own behalf; and that the statements made in the foregoing **ANSWER WITH NEW MATTER TO PLAINTIFF'S COMPLAINT** are true and correct to the best of her knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. §4904, related to unsworn falsification to authority.

  
Leslie A. Trentz



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

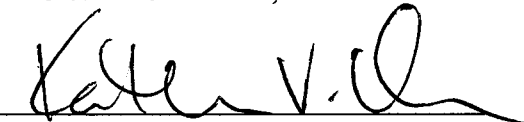
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Answer with New Matter to Plaintiff's Complaint in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 10<sup>th</sup> day of September, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

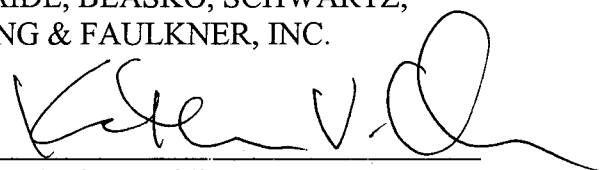
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Interrogatories and Request for Production of Documents for Answer by Plaintiff (Set One) in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 12<sup>th</sup> day of September, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

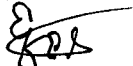
By: \_\_\_\_\_

  
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

SEP 13 2001

m.b.22/norc  
William A. Shaw  
Notary



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Second Request For Production of Documents and Tangible Things Directed to Plaintiffs in the above-referenced matter was mailed by U.S. First Class Mail, postage paid, this 12<sup>th</sup> day of September, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver

I.D. No. 77069

Attorneys for Defendant

LESLIE A. TRENTZ

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

**FILED**

SEP 13 2001  
m12.02 noc  
Shaw  
Notary

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

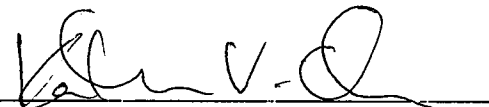
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Answers to Plaintiff's Interrogatories and Requests for Production - Set One in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 17<sup>th</sup> day of September, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

SEP 18 2001

William A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
Defendant's Supplemental Response  
to Plaintiff's Request for Production  
of Documents

Filed on Behalf of Defendant

Counsel of Records for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

OCT 09 2001

mjl:471n0cc  
William A. Shaw  
Notary Public

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

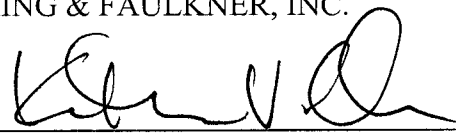
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Supplemental Response to Plaintiff's Request for Production of Documents in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 5<sup>th</sup> day of October, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

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

JOSEPH A. REPASKY,

Plaintiff

CIVIL DIVISION

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

**REPLY TO NEW MATTER**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

**BRINK LAW OFFICES**

James J. Brink, Esq.  
Pa. I.D. No. 61690

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

**FILED**

OCT 15 2001

**William A. Shaw**  
Prothonotary

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

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

**REPLY TO NEW MATTER**

Plaintiff, by and through his undersigned counsel, files this Reply to New Matter upon the following grounds:

1. To the extent necessary and required by law, plaintiff denies each and every allegation set forth in paragraphs 13-17 of the defendant's New Matter.

**WHEREFORE**, plaintiff demands judgment against defendant for compensatory damages in an amount in excess of \$25,000.00, plus all costs of prosecuting this civil action.

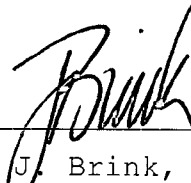


**JURY TRIAL DEMANDED**

Respectfully submitted,

**BRINK LAW OFFICES**

By

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

James J. Brink, Esq.  
Pa. I.D. No. 61690  
Attorney for the Plaintiff

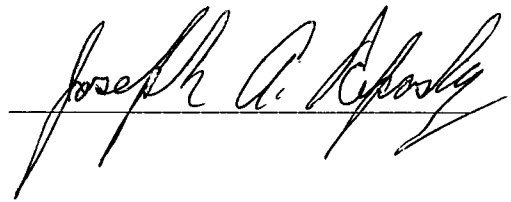
**BRINK LAW OFFICES**

James J. Brink, Esq.  
Pa. I.D. No. 61690  
Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

**VERIFICATION**

I verify that the averments of fact contained in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: 10-12-01

A handwritten signature in cursive script, reading "Joseph A. Apodaca", written over a horizontal line.

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

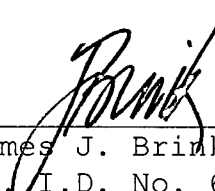
**CERTIFICATE OF SERVICE**

I, James J. Brink, Esquire, do hereby certify that on this 12th day of october, 2001, I served a true and correct copy of the foregoing **REPLY TO NEW MATTER** filed in this matter by mailing the same via U.S. Mail, postage prepaid, to all parties listed below:

Katherine V. Oliver, Esq.  
MCQUAIDE BLASKO  
811 University Drive  
State College, PA 16801-6699

**BRINK LAW OFFICES**

By

  
\_\_\_\_\_  
James J. Brink, Esquire  
Pa. I.D. No. 61690

**BRINK LAW OFFICES**

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
412-227-0961  
412-227-0964 (fax)

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

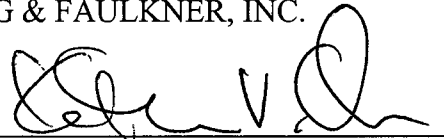
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 13<sup>th</sup> day of November, 2001, to the attorney(s) of record:

James A. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

NOV 14 2001

M 11091 no cc  
Shaw  
notary

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

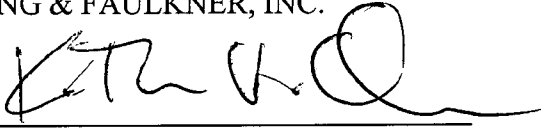
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 14<sup>th</sup> day of November, 2001, to the attorney(s) of record:

James A. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.


By: \_\_\_\_\_

  
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED

NOV 15 2001

M/12:26/01  
William A. Shaw  
Prothonotary

no CC  


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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

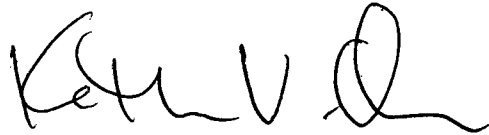
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No. 01 - 1287 - C.D.

**CERTIFICATE PREREQUISITE TO SERVICE  
OF SUBPOENA PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Defendant certifies that:

- (1) a Notice of Intent to Serve the Subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least 20 days prior to the date on which the subpoena is sought to be served;
- (2) a copy of the Notice of Intent, including the proposed subpoena, is attached to this Certificate;
- (3) no objection to the subpoena has been received;  
and,
- (4) the subpoena which will be served is identical to the subpoena which is attached to the Notice of Intent to Serve the Subpoena.



Katherine V. Oliver  
Attorney for Defendant  
LESLIE A. TRENTZ

Dated: December 3, 2001

**FILED**

DEC 04 2001

ml 12:45/12

William A. Shaw  
Prothonotary

Nov 5/01

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Joseph A. Repasky  
Plaintiff(s)

\*

Vs.

\*

No. 2001-01287-CD

Leslie A. Trentz  
Defendant(s)

\*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.22

TO: ENTERPRISE PRODUCTS COMPANY

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

SEE ATTACHED

McQuaide Blasko Law Office, 811 University Drive, State College, PA 16801

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Katherine V. Oliver, Esquire

ADDRESS: 811 University Drive  
State College, PA 16801

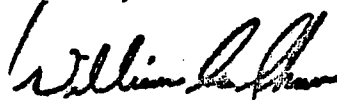
TELEPHONE: 814-238-4926

SUPREME COURT ID # 77069

ATTORNEY FOR: Defendant

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, November 09, 2001  
Seal of the Court

Enterprise Products Company

**DOCUMENTS TO BE PRODUCED**

Any and all personnel/employment/contracting records on JOSEPH A. REPASKY (DOB: April 7, 1953; SS#: 199-44-1275) including but not limited to, applications for employment contract(s) for services, pre-employment physical examination, annual evaluations, wage scale, hours worked, absences due to sickness, absences due to vacations, absences for other reasons, sick days accumulated/used, discharge documents, vacation days accumulated/used, any and all correspondence pertaining to Joseph A. Repasky, any and all Workers' Compensation documents, and any and all documents pertaining to Joseph A. Repasky's accident of November 17, 2000.

Also, any and all documents pertaining to property damages and consequential losses suffered by Enterprise Products Company as a result of the November 17, 2000 accident.



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

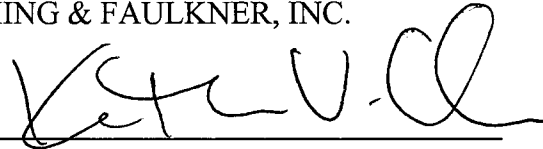
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Subpoena Duces Tecum Directed to Enterprise Products Company in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 3<sup>rd</sup> day of December, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

DEC 04 2001

m/12:45/12  
William A. Shaw  
Prothonotary

m c/c E' KOB

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

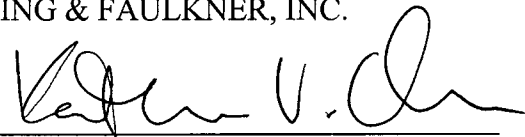
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 4<sup>th</sup> day of December, 2001, to the attorney(s) of record:

James A. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

DEC 05 2001

m/11:15/01  
William A. Shaw  
Prothonotary  
no c/c  
GKS

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Subpoena Duces Tecum Directed to Don Frick Trucking in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 4<sup>th</sup> day of December, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-8624

**FILED**

DEC 05 2001

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William A. Shaw  
Prothonotary

no c/c

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

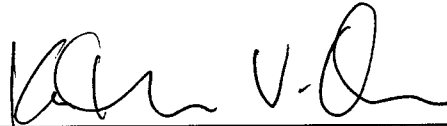
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No. 01 - 1287 - C.D.

**CERTIFICATE PREREQUISITE TO SERVICE**  
**OF SUBPOENA PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Defendant certifies that:

- (1) a Notice of Intent to Serve the Subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least 20 days prior to the date on which the subpoena is sought to be served;
- (2) a copy of the Notice of Intent, including the proposed subpoena, is attached to this Certificate;
- (3) no objection to the subpoena has been received; and,
- (4) the subpoena which will be served is identical to the subpoena which is attached to the Notice of Intent to Serve the Subpoena.



Katherine V. Oliver  
Attorney for Defendant  
LESLIE A. TRENTZ

Dated: December 4, 2001

**FILED**

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William A. Shaw  
Prothonotary  
no c/c Ept

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Joseph A. Repasky  
Plaintiff(s)

\*

Vs.

\*

No. 2001-01287-CD

Leslie A. Trentz  
Defendant(s)

\*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.22

TO: Don Frick Trucking

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce  
the following documents or things:  
see attached

McQuaide Blasko Law Office, 811 University Drive, State College, PA 16801  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this  
subpoena, together with the certificate of compliance, to the party making this request at the address  
listed above. You have the right to seek in advance the reasonable cost of preparing the copies or  
producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days  
after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Katherine V. Oliver, Esquire

ADDRESS: 811 University Drive  
State College, PA 16801

TELEPHONE: 814-238-4926

SUPREME COURT ID # 77069


ATTORNEY FOR: Defendant

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division

DATE: Friday, November 09, 2001  
Seal of the Court

  
Deputy

Don Frick Trucking

**DOCUMENTS TO BE PRODUCED**

Any and all personnel/employment/contracting records on JOSEPH A. REPASKY (DOB: April 7, 1953; SS#: 199-44-1275) including but not limited to, applications for employment, contract(s) for services, pre-employment physical examination, annual evaluations, wage scale, hours worked, absences due to sickness, absences due to vacations, absences for other reasons, sick days accumulated/used, discharge documents, vacation days accumulated/ used, any and all correspondence pertaining to Joseph A. Repasky, any and all Workers' Compensation documents, and any and all documents pertaining to Joseph A. Repasky.

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
Defendant's Interrogatories  
Directed to Plaintiff (Set 2)

Filed on Behalf of Defendant

Counsel of Record for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

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William A. Shaw  
Prothonotary

no c/c  


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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

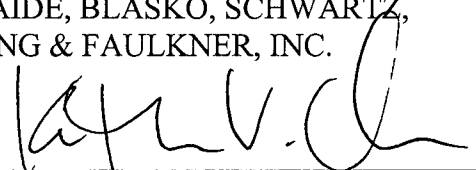
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Interrogatories Directed to Plaintiff (Set 2) in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 6<sup>th</sup> day of December, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Fortes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

  
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
Defendant's Request for  
Documents Directed to Plaintiff  
(Set 3)

Filed on Behalf of Defendant

Counsel of Record for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

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William A. Shaw  
Prothonotary

no c/c

KAB

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

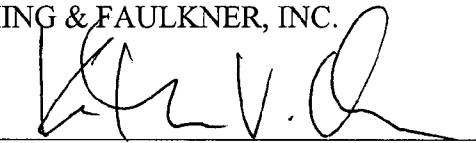
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendant's Request for Production Directed to Plaintiff (Set 3) in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 6<sup>th</sup> day of December, 2001, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
Notice of Intent to Serve Subpoena  
to Produce Documents and Things  
for Discovery Pursuant to Rule  
4009.21

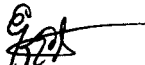
Filed on Behalf of Defendant

Counsel of Record for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

DEC 11 2001

mlz:os/noc  
William A. Shaw  
Prothonotary



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

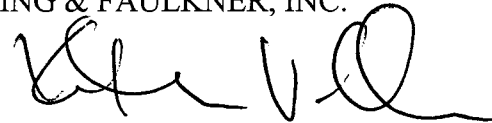
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 10<sup>th</sup> day of December, 2001, to the attorney(s) of record:

James A. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

ORIGINAL <sup>CA</sup>

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

**RULE TO SHOW CAUSE AND MOTION  
TO ENFORCE SETTLEMENT  
AGREEMENT**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

**BRINK LAW OFFICES**

James J. Brink, Esq.  
Pa. I.D. No. 61690

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

**FILED**

FEB 11 2002

William A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

ORDER

Now this 19th day of February, 2002, upon consideration of the attached motion, a Rule is hereby issued upon the defendant and Enterprise Products Company, a third party with an interest in this litigation, to Show Cause why the motion should not be granted. Rule returnable for hearing on the 18 day of April, 2002, in Courtroom No. 1 in the Clearfield County Courthouse, Clearfield, PA. at 2:00 PM

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OF 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  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641

**FILED**

**FEB 19 2002**

**William A. Shaw**  
Prothonotary

BY THE COURT



J.

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

**MOTION TO ENFORCE SETTLEMENT AGREEMENT**

Now comes the plaintiff through his counsel, James J. Brink, Esq., to present this Motion to Enforce Settlement Agreement and offers the following averments in support thereof:

1. Plaintiff filed this civil action on August 10, 2001, alleging that the defendant's negligent operation of her motor vehicle caused the plaintiff to lose control of his tractor-trailer on Interstate 80 near Dubois, PA.
2. Plaintiff and defendant engaged in discovery through October and November, 2001, and in the latter part of November entered into settlement discussions.
3. During the settlement discussions between plaintiff and defendant, it became apparent that a third party, Enterprise Products Company, located in Houston, TX, intended to attempt to intervene in the litigation claiming that the defendant's negligence caused Enterprise to spend \$108,785.91 to remediate the environment at the site of the incident due to the spillage of potentially toxic materials from the trailer owned by Enterprise which was being pulled by the plaintiff.

4. Defendant's insurance carrier, State Farm, tendered the limits of its property damage liability of \$50,000.00 to be allocated between the plaintiff and Enterprise.

5. Pursuant to the agreement between plaintiff, defendant and Enterprise, plaintiff was to receive \$23,000.00 and Enterprise was to receive \$27,000.00 in settlement and satisfaction of all property damage claims.

6. Defendant's counsel prepared draft releases and forwarded them to plaintiff and Enterprise.<sup>1</sup> See Exhibits 1 & 2. Enterprise took issue with the wording of the releases since Enterprise believed that the releases would relieve defendant from any and all liability, including liability for personal injury, relating to her negligence. Enterprise did not wish to waive its subrogation rights against the defendant in the event any claims for personal injury arose from the incident at issue in this case, specifically the possibility of a personal injury claim by the passenger in defendant's vehicle at the time of the incident. Since plaintiff was not pursuing a personal injury claim against defendant, plaintiff did not object to the addition of limiting language in the releases. See Exhibit 3.

7. Defendant's counsel added the requested language and again presented the releases to the plaintiff and Enterprise. Enterprise again objected to the releases because Enterprise believed them to be overbroad and unduly favorable to State Farm, the defendant's insurer. See Exhibit 4.

8. Defendant's counsel again added the requested language and presented the releases to plaintiff and Enterprise. Enterprise indicated that it found the language to be acceptable.

9. Plaintiff executed his release on January 7, 2002 and plaintiff's subrogor executed its release on January 10, 2002. Both of these releases were forwarded to defendant's counsel on

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<sup>1</sup> Defendant also sought a release from Great West Casualty Company, the subrogor of plaintiff's property damage claim.



January 14, 2002. Plaintiff's counsel executed a praecipe to discontinue and forwarded it to defendant's counsel several days later. See Exhibit 5.

10. Plaintiff received a copy of a letter dated January 18, 2002, from defendant's counsel to Enterprise indicating that there was an issue with its release. This time, defendant's counsel asserted that Enterprise unilaterally made material changes to its release without the consent of defendant's counsel. See Exhibit 6.

11. Since defendant's counsel and Enterprise continue to argue about this additional language, defendant's counsel has refused to honor the settlement agreements with plaintiff and plaintiff's subrogor by tendering the agreed settlement amount of \$23,000.00 to them. See Exhibit 7.

12. It is plaintiff's position that the additional language added by Enterprise merely clarifies the agreement between the defendant and Enterprise that the present settlement with the defendant is limited solely to property damage and not personal injury. Indeed, defendant's counsel is aware of a potential personal injury action by the defendant's passenger and was informed by Enterprise that the settlement of this action should in no way extinguish Enterprise's subrogation rights against the defendant. See Exhibit 8.

13. After Enterprise fully detailed its position and expressed its rationale for adding the clarifications to its release to defendant's counsel, defendant nevertheless continued to refuse to accept Enterprise's release and to honor the releases executed by plaintiff and plaintiff's subrogor. See Exhibit 8a.

14. Plaintiff and plaintiff's subrogor's settlement agreements were made in good faith and are supported by valuable consideration. Therefore, the settlement agreements are valid

and enforceable contracts which defendant must be compelled to honor.

15. The conduct of the defendant is obdurate and vexatious in that by continuously and arbitrarily refusing to honor its contracts, plaintiff has been compelled to direct his attorney to bring this Rule and motion before the Court, thus causing the plaintiff's counsel to spend time on a matter that should have been concluded. Defendant should be held accountable for this conduct by paying the reasonable fees of plaintiff's attorney incurred in drafting, serving and presenting this Rule and motion before the Court.

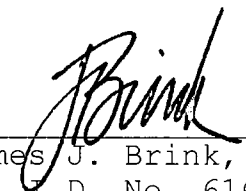
WHEREFORE, plaintiff respectfully this Court to grant the following relief:

1. That this Court grant the Rule and set a hearing to be held before this Court in order to determine whether the Rule should be made absolute and the relief requested in this motion granted in favor of the plaintiff, and;
2. That this Court award reasonable attorney's fees and expenses to his counsel since defendant's obdurate and vexatious conduct necessitated the filing and prosecution of this Rule and motion, and;
3. That this Court grant such other relief that the Court finds just and reasonable.

Respectfully submitted,

**BRINK LAW OFFICES**

By

  
\_\_\_\_\_  
James J. Brink, Esq.  
Pa. I.D. No. 61690  
Counsel for plaintiff



## GENERAL RELEASE

THIS INSTRUMENT is executed this 07 day of January, 2002, by JOSEPH A. REPASKY ("Repasky") and GREAT WEST CASUALTY COMPANY ("Great West"), hereinafter collectively referred to as "Releasors."

### Nature of Dispute and Statement

A. Releasors have made claims against LESLIE A. TRENTZ (hereinafter "Releasee") for damages allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Repasky has instituted legal action on account of the Accident in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage, including but not limited to, alleged wage loss damages;

C. Great West, an insurer for Repasky, has asserted a claim for property damage allegedly arising from the Accident;

D. ENTERPRISE PRODUCTS COMPANY("Enterprise") has also asserted claims for alleged property damages incurred as a result of the Accident;

E. Releasors, Enterprise, and Releasee have agreed that it would be in their best interests to fully, finally and forever settle all claims and causes of action of Releasors and Enterprise;

F. Releasee has offered, and Releasors and Enterprise have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasors and Enterprise. Releasors and Enterprise have agreed to an apportionment of the settlement amount between them, such that Twenty-three Thousand (\$23,000) will be paid to Releasors, and Twenty-seven Thousand (\$27,000) will be paid to ENTERPRISE.

G. The terms of Enterprise's release are set forth in a separate document (hereinafter the "Enterprise Release").

### Terms and Conditions

Releasors, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enter into this Release under the following terms and conditions:

1. Releasors release and discharge, and by these presents do for themselves, their heirs, executors, administrators and assigns, release, acquit and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their agents, employees, servants, stockholders, partners, joint venturers, and any and all other persons, firms, associations, partnerships 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, losses of service, expenses, compensation, third party actions, suits at law or in equity or otherwise, specifically including claims or suits for joinders, for sole liability, contribution, indemnity or otherwise, of whatever nature, and all consequential damages on account of, or in any way arising out of any and all known and unknown personal injuries, death and/or property damage in any way connected with an incident which occurred on November 17, 2000, at or near SR 80 in Union Township, Clearfield County, Pennsylvania, and on account of which legal action was instituted by Repasky in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D.

In addition Repasky agrees to indemnify, defend and hold harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY from the claims of any subrogee, including any insurer which has paid, or which might pay in the future, any type of benefits as a result of or relating to the incidents upon which the aforementioned legal action is based. It is further understood and agreed that any claims, liens or causes of action asserted which arise from past or future payments of medical, income, rehabilitation, workers' compensation or other benefits provided by public or private sources, paid on behalf of Repasky, will be satisfied by Repasky out of the proceeds of this settlement, and Repasky hereby agrees to indemnify and save harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY in said regard, including from any and all costs and attorneys' fees related to any such claims, liens, or causes of action.

2. Notwithstanding the foregoing, Releasors and Releasee acknowledge that this Release is not intended as a release of any claims for contribution or indemnification as might otherwise arise in the event that legal action is commenced by Carlos Rivera (the passenger in Releasee's vehicle at the time of the Accident) or Releasee on account of bodily injuries and resulting damages sustained by either of those individuals in the Accident.

3. Following final execution of this General Release by Releasors, and of the Enterprise Release by Enterprise, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praeceptum to Discontinue as provided for in paragraph 5 of this General Release, Releasee shall cause payment of Twenty-three Thousand (\$23,000) to be made to JAMES J. BRINK, as attorney for JOSEPH A. REPASKY and GREAT WEST CASUALTY COMPANY, in full satisfaction of Releasee's settlement obligations to Releasors.

4. Releasors hereby acknowledge and assume all risk, chance and hazard that the said injuries and damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement, which is not herein expressed, has been made to Releasors, and, in executing this Release, Releasors do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

5. Releasors understand that this settlement is the compromise of disputed claims, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, associations, partnerships and corporations hereby released, by whom liability is expressly denied.

6. Repasky shall deliver or cause to be delivered through his counsel a Praeceptum to Discontinue, with prejudice, all claims in the action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D. Releasors authorize the Praeceptum to Discontinue to be entered as a matter of record.

7. Releasors further understand and agree that neither the Releasors nor their attorneys or other representatives will in any way publicize or cause to be publicized in any news or communications media, including but not limited to, legal publications, newspapers,

magazines, radio or television, the facts or terms and conditions of this settlement. This paragraph is intended to become part of the consideration of settlement of this claim.

8. Releasors have read this Release and the terms used herein, and the consequences thereof have been explained by their attorney, JAMES J. BRINK.

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

Joseph A. Repasky

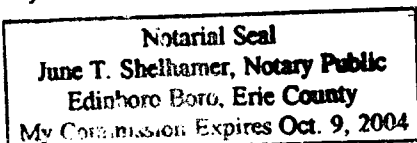
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Erie

On this 7<sup>th</sup> day of JANUARY, 2002, before me, personally appeared, JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

June T. Shelhamer  
Notary Public



GREAT WEST CASUALTY COMPANY

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, personally appeared, \_\_\_\_\_, to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same.

\_\_\_\_\_  
Notary Public

**GENERAL RELEASE**

THIS INSTRUMENT is executed this 10<sup>th</sup> day of January, 2002, by JOSEPH A. REPASKY ("Repasky") and GREAT WEST CASUALTY COMPANY ("Great West"), hereinafter collectively referred to as "Releasors."

**Nature of Dispute and Statement**

A. Releasors have made claims against LESLIE A. TRENTZ (hereinafter "Releasee") for damages allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Repasky has instituted legal action on account of the Accident in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage, including but not limited to, alleged wage loss damages;

C. Great West, an insurer for Repasky, has asserted a claim for property damage allegedly arising from the Accident;

D. ENTERPRISE PRODUCTS COMPANY("Enterprise") has also asserted claims for alleged property damages incurred as a result of the Accident;

E. Releasors, Enterprise, and Releasee have agreed that it would be in their best interests to fully, finally and forever settle all claims and causes of action of Releasors and Enterprise;

F. Releasee has offered, and Releasors and Enterprise have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasors and Enterprise. Releasors and Enterprise have agreed to an apportionment of the settlement amount between them, such that Twenty-three Thousand (\$23,000) will be paid to Releasors, and Twenty-seven Thousand (\$27,000) will be paid to ENTERPRISE.

G. The terms of Enterprise's release are set forth in a separate document (hereinafter the "Enterprise Release").

**Terms and Conditions**

Releasors, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enter into this Release under the following terms and conditions:

1. Releasors release and discharge, and by these presents do for themselves, their heirs, executors, administrators and assigns, release, acquit and forever discharge LESLIE A.

TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their agents, employees, servants, stockholders, partners, joint venturers, and any and all other persons, firms, associations, partnerships 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, losses of service, expenses, compensation, third party actions, suits at law or in equity or otherwise, specifically including claims or suits for joinders, for sole liability, contribution, indemnity or otherwise, of whatever nature, and all consequential damages on account of, or in any way arising out of any and all known and unknown personal injuries, death and/or property damage in any way connected with an incident which occurred on November 17, 2000, at or near SR 80 in Union Township, Clearfield County, Pennsylvania, and on account of which legal action was instituted by Repasky in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D.

In addition Repasky agrees to indemnify, defend and hold harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY from the claims of any subrogee, including any insurer which has paid, or which might pay in the future, any type of benefits as a result of or relating to the incidents upon which the aforementioned legal action is based. It is further understood and agreed that any claims, liens or causes of action asserted which arise from past or future payments of medical, income, rehabilitation, workers' compensation or other benefits provided by public or private sources, paid on behalf of Repasky, will be satisfied by Repasky out of the proceeds of this settlement, and Repasky hereby agrees to indemnify and save harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY in said regard, including from any and all costs and attorneys' fees related to any such claims, liens, or causes of action.

2. Notwithstanding the foregoing, Releasors and Releasee acknowledge that this Release is not intended as a release of any claims for contribution or indemnification as might otherwise arise in the event that legal action is commenced by Carlos Rivera (the passenger in Releasee's vehicle at the time of the Accident) or Releasee on account of bodily injuries and resulting damages sustained by either of those individuals in the Accident.

3. Following final execution of this General Release by Releasors, and of the Enterprise Release by Enterprise, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praecipe to Discontinue



as provided for in paragraph 5 of this General Release, Releasee shall cause payment of Twenty-three Thousand (\$23,000) to be made to JAMES J. BRINK, as attorney for JOSEPH A. REPASKY and GREAT WEST CASUALTY COMPANY, in full satisfaction of Releasee's settlement obligations to Releasors

4. Releasors hereby acknowledge and assume all risk, chance and hazard that the said injuries and damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement, which is not herein expressed, has been made to Releasors, and, in executing this Release, Releasors do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

5. Releasors understand that this settlement is the compromise of disputed claims, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, associations, partnerships and corporations hereby released, by whom liability is expressly denied.

6. Repasky shall deliver or cause to be delivered through his counsel a Praeceptum to Discontinue, with prejudice, all claims in the action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D. Releasors authorize the Praeceptum to Discontinue to be entered as a matter of record.

7. Releasors further understand and agree that neither the Releasors nor their attorneys or other representatives will in any way publicize or cause to be publicized in any news or communications media, including but not limited to, legal publications, newspapers, magazines, radio or television, the facts or terms and conditions of this settlement. This paragraph is intended to become part of the consideration of settlement of this claim.

8. Releasors have read this Release and the terms used herein, and the consequences thereof have been explained by their attorney, JAMES J. BRINK.

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

\_\_\_\_\_  
Joseph A. Repasky

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, personally appeared,  
JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the  
foregoing instrument and acknowledged that he voluntarily executed the same.

\_\_\_\_\_  
Notary Public

GREAT WEST CASUALTY COMPANY

Matthew T. Shupe

Name: Matthew T. Shupe

Title: Regional Counsel

**ACKNOWLEDGMENT**

STATE OF INDIANA :

COUNTY OF Monroe :

On this 10th day of January, 2002, before me, personally appeared,  
Matthew T. Shupe, to me known to be the person described herein, and who executed  
the foregoing instrument and acknowledged that he/she voluntarily executed the same.

Phina Cashwood

Notary Public

# McQUAIDE BLASKO

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

ATTORNEY

PLAINTIFF'S  
EXHIBIT

3

814-238-4926 FAX 814-234-2026  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

December 20, 2001

via facsimile & mail (412- 227-0961)

(713-880-6660)

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

In Re: Joseph A. Repasky vs. Leslie A. Trentz  
Docket No: 01 - 1287 - C.D. (Clearfield County)

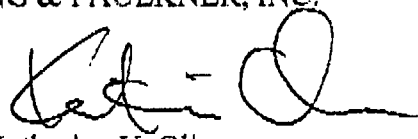
Dear Gentlemen:

Attached is a third draft of the Repasky/Great West Release with the revisions requested by Mr. Scott Toth at Enterprise. Please advise as to whether the Release documents are now acceptable for signature. Thank you.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb  
Enclosure

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko, Thomas E. Schwartz, Grant H. Fleming, R. Mark Faulkner, David M. Weixel, Steven S. Hurvitz, James M. Home, Wendell V. Courtney, Darryl R. Slimak, Mark Righter, Daniel R. Hight, Paul J. Tomczak, Janice C. Grismandi, Maureen A. Gallagher, John A. Snyder, April C. Simpson, Allen P. Neely, Charles Eppolito, III, Katherine V. Oliver, Katherine M. Allen, Wayne L. Mowery, Jr., Pamela A. Ruesi, Michelle S. Katz, Ashley Himes Krueh, Chema L. Glenn-Hart, Richard K. Laws, John H. Taylor, Michael J. Mohr, Liviana N. Jones

John G. Love (1893-1966), Roy Wilkinson, Jr. (1915-1995), Delbert J. McQuaide (1936-1997)

# McQUAIDE BLASKO

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903



814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 2, 2002

via facsimile & mail (713-880-6660)

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

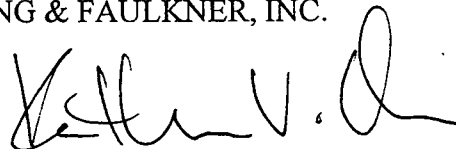
Dear Mr. Chapman:

Based on your assurances during our last telephone conversation, I expect that the revised Releases faxed to your attention on December 20, 2001 are agreeable to Enterprise. Attorney Brink has confirmed that the documents are suitable for signature by his clients. I would appreciate your confirming Enterprise's agreement as well so that we can finalize settlement.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb  
Enclosures

cc: ✓ James J. Brink, Esq. (via facsimile & mail 412-227-0961)  
Angy Poppenhusen, CISR - Enterprise Products Company (via facsimile & mail)  
John Pollich - State Farm (15-3031-476) w/enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



## McQUAIDE BLASKO

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

A T T



814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 16, 2002

via facsimile & mail (412- 227-0964)

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

In Re: Joseph A. Repasky vs. Leslie A. Trentz  
Docket No: 01 - 1287 - C.D. (Clearfield County)

Dear Mr. Brink:

Thank you for the signed Releases on behalf of your clients, Joseph Repasky and Great Western Insurance Company. I have the settlement checks on behalf of my client, which I will distribute upon my receipt of the final settlement documents.

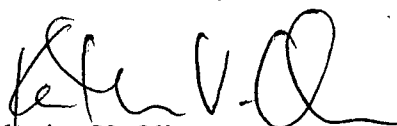
At this point, I am waiting for the signed Release from Enterprise. Additionally, you did not include an executed Praecipe to Discontinue with the Releases recently forwarded. Another copy of the blank Praecipe is enclosed herewith for your convenience. Please sign the Praecipe and forward it to me so that I can file it with the Court.

Thank you anticipated courtesy and cooperation with this matter.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosure

cc: Scott Toth - Enterprise Products w/o enc  
Leslie Trentz w/o enc  
John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

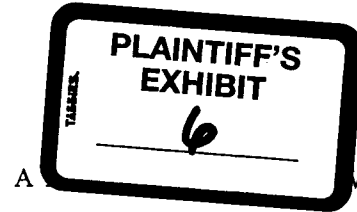
John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



## McQUAIDE BLASKO

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903



814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 18, 2002

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Toth:

Thank you for your correspondence of January 11, 2002, which I just received today. Mr. Chapman's unilateral revisions to the Release are not acceptable. In your last voice mail message to me, you assured me that the Releases as forwarded on December 13 and 20, 2001 were agreeable to Enterprise, and that you had authority to approve of the Releases on behalf of Enterprise. I also understood that you made this representation to Attorney James Brink.

Enclosed is another copy of the Release previously agreed to by all parties for signature by Enterprise. Please have the Release duly executed and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosures

cc: ☒ James J. Brink, Esq. w/o enc  
John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
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John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



## McQUAIDE BLASKO



ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

February 4, 2002

via facsimile & mail (412- 227-0964)

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

In Re: Joseph A. Repasky vs. Leslie A. Trentz  
Docket No: 01 - 1287 - C.D. (Clearfield County)

Dear Mr. Brink:

Enclosed please find a copy of the Release as unilaterally revised and signed by Mr. Frank Chapman of Enterprise. As I advised Enterprise, Mr. Chapman's revisions, made after the Repasky and Enterprise Releases had already been expressly approved by Enterprise after much earlier revision, are unacceptable. I am not sure what is intended by Mr. Chapman's unilateral revisions, but I do believe the revisions create ambiguity as to the terms of the overall agreement of the parties. In any event, Enterprise is bound by the agreement reached by the parties, which includes the Release documents previously forwarded and agreed upon.

As I advised you, I spoke with Mr. Scott Toth, Corporate Claims Coordinator for Enterprise, regarding this issue early last week. Mr. Toth confirmed that he had approved the Releases on behalf of Enterprise prior to Mr. Chapman's unilateral changes, and that he had authority to give this approval. I asked Mr. Toth to send me a written explanation regarding Enterprise's refusal to sign the Release as approved so that I could discuss the matter with my client and her insurance carrier and determine how to proceed. I have not yet received any written explanation from Enterprise regarding the position it has taken, why it believes the revisions were necessary to the Release in the first place, and what exactly was intended by the revisions. In the absence of any such explanation, I cannot have a meaningful discussion with my client and her insurance carrier regarding the potential effect of the same.

I am in receipt of your letter of February 1, 2002. It certainly is my position that all three settlements are contingent upon each other. Quite frankly, I am surprised that you are taking a different position on this issue.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
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John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

James J. Brink, Esquire  
February 4, 2002  
Page 2


As I previously advised you, I have the settlement draft for Repasky and Great West, as well as for Enterprise. I also have the fully executed Releases on behalf of your clients, and the Praeceptum to Discontinue. I will hold these documents until my receipt of a properly executed Release from Enterprise in the form previously agreed upon. Without any further explanation from Enterprise, however, I simply cannot advise my client to accept Enterprise's unilateral revisions to that part of the agreement evidencing its release of claims.

If you feel the need to seek Court intervention to expedite the settlement at this time, I certainly understand that position. I agree that the matter should be concluded as soon as possible, and may opt to petition the Court myself in the event that you choose not to do so. I do not agree, however, with your characterization of my conduct or that of my client as "obdurate and vexatious," nor do I agree that a fee request against me or my client would be appropriate.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb  
Enclosure

cc: Frank Chapman - Enterprise w/o enc  
Scott Toth - Enterprise Products w/o enc



PLAINTIFF'S  
EXHIBIT

8

RELEASE - PROPERTY DAMAGE ONLYNature of Dispute and Statement

A. ENTERPRISE PRODUCTS COMPANY (hereinafter "Releasor") has made claims against LESLIE A. TRENTZ (hereinafter "Releasee"), for property damages, including, but not limited to, environmental clean-up and remedial costs, allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Claims have also been made against Releasee by JOSEPH A. REPASKY ("Repasky") on account of the Accident. Repasky has instituted legal action in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage;

C. GREAT WEST CASUALTY COMPANY ("Great West"), an insurer for Repasky, has also asserted a claim for property damage allegedly arising from the Accident;

D. Releasor, Repasky, Great West, and Releasee have agreed that it would be in their best interests to fully, finally, and forever settle all claims and causes of action of Releasor, Repasky and Great West arising from the Accident;

E. Releasee has offered, and Releasor, Repasky and Great West have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasor, Repasky and Great West. Releasor, Repasky and Great West have agreed to an apportionment of the settlement amount between them, such that Twenty-seven Thousand Dollars (\$27,000) will be paid to Releasor, and Twenty-three Thousand Dollars (\$23,000) will be paid jointly to REPASKY and GREAT WEST. REPASKY ALSO RELEASES RELEASEE FOR SAID ALLEGED BODILY INJURY CLAIM.

F. The terms of Repasky and Great West's General Release are set forth in a separate document (hereinafter the "Repasky/Great West Release").

Terms and Conditions

Releasor, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enters into this Release under the following terms and conditions:

1. Releasor does hereby release and forever discharge LESLIE A. TRENTZ

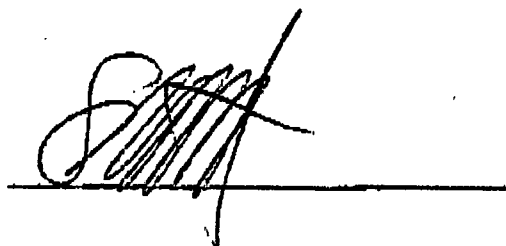
and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE, <sup>ONLY FAC</sup> past, present, and future, including, but not limited to <sup>PROPERTY FAC</sup> damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

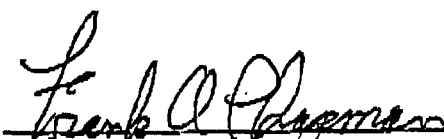
2. Following final execution of this Release by Releasor, and of the Repasky/Great West Release by the signatories thereto, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praecipe to Discontinue as provided for in paragraph 5 of the Repasky/Great West Release, Releasee shall cause payment of Twenty-seven Thousand Dollars (\$27,000) to be made to ENTERPRISE PRODUCTS COMPANY, in full satisfaction of Releasee's settlement obligations to Releasor.

3. It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim <sup>FAC - PROPERTY</sup> and <sup>ONLY FAC</sup> that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

WITNESS:

ENTERPRISE PRODUCTS COMPANY



By:   
Name: Frank Chapman 1-10-02  
Title: Vice President Risk Management

PLAINTIFF'S  
EXHIBIT

8a

## Main Identity

**From:** "Frank Chapman" <FChapman@eprod.com>  
**To:** "Kathrine V. Oliver, Atty McQ-B, Ste Col, Penn" <kvoliver@mcquaideblasko.com>  
**Cc:** "James J. Brink, Atty BLO, Pitts Penn" <james.brink@att.net>  
**Sent:** Wednesday, February 06, 2002 8:16 PM  
**Attach:** 04071753.tif  
**Subject:** : Rapasky vs. Trentz & Signed Enterprise release for property damage only.: Scanned Documents (second attempt-e-mail address correction)

As a follow-up to our receipt of the attached "Brink" letter and our subsequent short phone conversation this evening, we have also attached the "signed release" in question. Our settlement agreement with the Defendant was, is and always has been consummated on the basis that the release would clearly / solely pertain to a release for property damage only. Granted, the header is titled "RELEASE-PROPERTY DAMAGE ONLY" but the body of the agreement, in our opinion, was not clear enough for Enterprise to eliminate the potential of "release challenges" and misinterpretation / misunderstanding by any party. Also paragraph E and 2, discussion of the Rapasky and Great West "release", gave us some concern since we have not had the privilege of seeing the release executed by Rapasky and Great West.

In our initial discussion and questioning of the first release, it was your proposed / recommended we make the necessary changes and return as you had other pressing matters at hand and wanted to resolve this matter ASAP. However, from our perspective, since the release wording, as put forth at that time, would have required a total rewrite, we chose to have you prepare and resubmit for consideration. Subsequently, you did and we did. Thus, to further expedite and clear up any concerns from our POV, we chose to make the necessary changes, initial, sign and send back.

Our intent is to be absolutely and unequivocally clear that we (Enterprise, Rapasky and our insurers), are in no way releasing the "Releasees" from anything other than property damage, excepting Rapasky additional release of the Releasees from any alleged injuries of Rapasky. We are sure you, your client and State farm clearly recognize that the claimants in this case have each suffered substantial disproportionate property loss.

We would certainly prefer there be no conflicts between us or proliferated litigation, as our interest and intent appear, at this time, to be mutual i.e. the amicable finalization of a claim for property damage only. We trust you will concur and also appreciate our position. If we have perhaps offended you in some manner by our methods for a speedy solution or for seemingly, not communicating before returning the signed release then, we respectfully offer our apologies.

I have discussed this matter with Mr. Brink who fully understands and concurs with our position and is quite prepared to further address the issues. However, as far as we are concerned at this point, the release has been properly and timely executed and the matter is settled. We

respectfully await your clients insurers check, to consummate the settlement. We trust it will be made payable to Enterprise Products Company in full and final settlement of all claims for "property damage only".

Please advise us of your position at the earliest.

Sincerely,

Frank A. Chapman

VP Risk Mgmt

Enterprise Products Company (EPCO)

Enterprise Transportation Company (ETC)

Enterprise Products Partners LP (EPD)

Enterprise Products Operating LP (EPOLP)

Corporate Risk Mgmt. dept.

PO Box 4324, Houston Tx, USA 77210

2727 North loop West, Houston, Tx 77008

Direct #713-880-6658

FAX#713-880-6660

Page#1-800-778-4176

Cell #713-501-4104

e-mail # [fchapman@eprod.com](mailto:fchapman@eprod.com)

Visit our web site: [www.epplp.com](http://www.epplp.com)

**VERIFICATION**

I verify that the averments of fact contained in the foregoing pleading are true and correct to the best of my knowlecge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: 2-4-02

Joseph A. Apodaca

FILED

FEB 11 2002

mb.2713c atty Brink  
William A. Shaw  
Prothonetary

ESB

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

ORDER OF COURT

Upon consideration of the evidence presented by the parties to this matter, it is hereby ADJUDGED, ORDERED AND DECREED that the Rule brought by plaintiff shall be made absolute and that plaintiff's motion is GRANTED. Defendant is hereby ordered to:

1. Deliver the settlement check in the amount of \$23,000.00 to plaintiff's counsel immediately, and;
2. Pay plaintiff's counsel's fees and expenses in the amount of \$2,000.00, which shall be payable to plaintiff's counsel within FIVE (5) days from the entry of this Order.

BY THE COURT:

---

J.

ORIGINAL

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

**PROOF OF SERVICE**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

James J. Brink, Esq.  
Pa. I.D. No. 61690

**BRINK LAW OFFICES**

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

FILED

FEB 28 2002

0/11:20 AM  
William A. Shaw  
Prothonotary *WAS*



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

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

PROOF OF SERVICE

I hereby certify that Enterprise Products Company, a third-party Respondent to the Rule to Show Cause filed in this matter, was served with a true and correct copy of the Rule to Show Cause by one or more of the following methods:

(XXX) CERTIFIED MAIL: The Respondent was served by prepaid, certified mail through the U.S. Postal Service on the 22nd day of February, 2002. The Respondent or Respondent's authorized agent signed the green certified mail receipt which has been returned to me by the postal authorities and is attached as proof of service.

( ) REGULAR MAIL: The Respondent was served with a true and correct copy by First Class, postage prepaid, regular mail, through the U.S. Postal Service on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

( ) PERSONAL SERVICE: A competent adult, who is over eighteen years of age and is not the moving party in this case, whose name is \_\_\_\_\_ served the Respondent by handing her a true and correct copy of the above pleading. The pleading was served on \_\_\_\_\_ who is the Respondent or the Respondent's authorized agent at the following address: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at approximately, \_\_\_\_:\_\_\_\_ ( ) a.m. or ( ) p.m.

I verify that the statements made in this Proof of Service are true and correct. I understand that any false statements herein are made subject to the penalties of 18 Pa.C.S. §4909 relating to unsworn falsification to authorities.

2-26-02  
Date

  
\_\_\_\_\_  
Signature of person who made service

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

JOSEPH A. REPASKY,

Plaintiff

vs.

No. 01-1287-CD

LESLIE A. TRENTZ,

Defendant

**CERTIFICATE OF SERVICE**

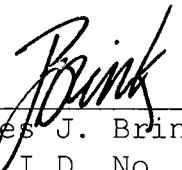
I, James J. Brink, Esquire, do hereby certify that on this 26th day of February, 2002, I served a true and correct copy of the foregoing **PROOF OF SERVICE** filed in this matter by mailing the same via First Class U.S. Mail, postage prepaid to all parties listed below:

Katherine V. Oliver, Esq.  
MCQUAIDE BLASKO  
811 University Drive  
State College, PA 16801-6699

Mr. Frank Chapman  
Enterprise Products Company  
P.O. Box 4324  
Houston, TX 77210-4324

**BRINK LAW OFFICES**

By

  
\_\_\_\_\_  
James J. Brink, Esquire  
Pa. I.D. No. 61690

**BRINK LAW OFFICES**

James J. Brink, Esq.  
Ste. 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
412-227-0961  
412-227-0964 (fax)

**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:

Mr. Frank Chapman  
Enterprise Products Company  
P.O. Box 4324  
Houston, TX 77210-4324

2. Article Number

(Transfer from service label)

70001530000625317202

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Phil R. Hix

B. Date of Delivery

3-22-2002

C. Signature

x Phil R. Hix

☐ Agent☐ Addressee

D. 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

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

James J. Brink, Esq.  
Ste. 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219



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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
DEFENDANT LESLIE A.  
TRENTZ'S ANSWER WITH NEW  
MATTER TO PLAINTIFF'S  
MOTION TO ENFORCE  
SETTLEMENT AGREEMENT

Filed on Behalf of Defendant

Counsel of Record for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED

MAR 05 2002

m/219/rocc  
William A. Shaw  
Prothonotary

6/1/02

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**NOTICE TO PLEAD**

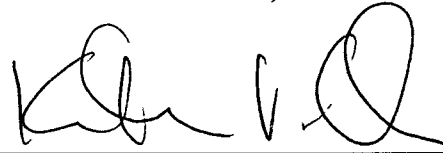
TO: JOSEPH A. REPASKY  
c/o James J. Brink, Esquire

ENTERPRISE PRODUCTS COMPANY  
c/o Frank Chapman

YOU ARE HEREBY notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from the date of service hereof or a judgment may be entered against you.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_



Katherine V. Oliver  
Attorney for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: \_\_\_\_\_

3-4-02

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**DEFENDANT LESLIE A. TRENTZ'S ANSWER WITH NEW  
MATTER TO PLAINTIFF'S MOTION TO ENFORCE  
SETTLEMENT AGREEMENT**

AND NOW comes Defendant, LESLIE A. TRENTZ, by and through her counsel, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the following Answer with New Matter to Plaintiff's Motion to Enforce Settlement Agreement.

1. It is admitted that Plaintiff filed a civil action seeking damages for property damage and bodily injury allegedly sustained as a result of a motor vehicle accident involving both Plaintiff and Defendant vehicles on Interstate 80 near DuBois, Pennsylvania. By way of further response, Defendant filed an Answer with New Matter denying any allegations of negligence, inter alia.

2-3. Denied as stated. It is denied that any settlement negotiations took place between Plaintiff and Defendant before Enterprise asserted its claims. By way of further response, and for a more accurate chronology of events, see New Matter paragraphs 21 through 26, incorporated herein by reference.

4. Denied. The \$50,000 property damage limits under Defendant Trentz's insurance policy was offered for settlement of all claims of Plaintiff, Great West Casualty Company, and Enterprise, and was conditioned upon a general release by each of the aforementioned in favor of

Defendant Trentz and an express provision that Defendant did not admit liability. This offer was communicated by defense counsel's letter dated November 6, 2001, attached hereto as Exhibit "E." By way of further response, see New Matter paragraphs 22 through 26, incorporated herein by reference.

5. Denied as stated. The allocation of the \$50,000 offered in settlement of all claims was pursuant to an agreement between Plaintiff, Great West Casualty Company, and Enterprise. Defendant Leslie Trentz took no part in determining the allocation of funds, other than to agree to make checks payable to the aforementioned parties in the amounts that they agreed upon amongst themselves if a settlement could be reached on the terms proposed by Defendant Trentz in counsel's letter of November 6, 2001. Defendant's offer of the \$50,000., allocation of which was to be directed by the releasing parties, was at all times contingent upon the settlement and release of all claims of Plaintiff, Great West (as Plaintiff's insurer), and Enterprise. (See Exhibits "E" and "F").

6-10. Denied as stated. It is specifically denied that Plaintiff Repasky was not pursuing a personal injury claim against Defendant. Not only does Plaintiff Repasky's Complaint specifically set forth a claim for personal injuries, (see Exhibit "A" hereto), but his attorney also stated to defense counsel prior to reaching a settlement that if the case were not settled for the amount he demanded in full, he would have no problem finding an expert to validate the personal injury claim.

After the releasing parties agreed to an apportionment of the \$50,000. settlement fund as offered by Defendant, Defendant was requested to prepare the Release for signature by the parties. Defendant's counsel thus prepared the Release, and forwarded it to counsel for Plaintiff and Great West, and to Enterprise.



The first Release drafted by Defendant's counsel was one document for signature by all parties. Enterprise objected to this Release, and asked that the Releases be set forth in two separate documents, and that the Enterprise Release be worded as a property damage Release only. Defendant's counsel agreed to make the aforementioned changes as requested by Enterprise, and forwarded revised Releases for approval by all parties on or about December 13, 2001. (See Exhibits "G" and "H," attached hereto).

After the passage of some time, Enterprise objected to the second Release as drafted by Defendant's counsel, raising the issue of potential claims for indemnity and/or contribution in the event that Defendant's passenger at the time of the accident would bring his own claim. Notwithstanding the fact that this issue was being raised for the first time despite Enterprise's prior review of the release documents and request for changes to the same, Defendant agreed to revise the release documents yet again to satisfy Enterprise. Specifically, Defendant agreed to revise the Repasky/Great West Release to expressly exclude indemnity and contribution claims related to the passenger's putative claims (or Defendant Trentz's for that matter) from the Release. The exact language to effectuate this change was discussed with Mr. Scott Toth, Corporate Claims Coordinator for Enterprise Products Company, and the language was specifically approved in that conversation. During that same conversation, Mr. Toth assured Defendant's counsel that he had the authority to approve of the Releases with the aforementioned revision on behalf of Enterprise, and he did so approve of the exact language to be revised.

Subsequently, Defendant Trentz's counsel forwarded the revised Releases to both Enterprise and Attorney Brink (on behalf of Plaintiff Repasky and Great West), and asked for their approval of the Releases as revised in the manner previously approved by Mr. Toth. Attorney Brink approved of the revised documents on behalf of his clients. Enterprise, through

its Corporate Claims Coordinator, Mr. Scott Toth, also again approved of the Releases as revised.

Thereafter, the Releases were forwarded to counsel for Plaintiff and Great West and to Enterprise for signature. Although the appropriate Release was signed by Plaintiff and by Great West, along with a Praecipe to Discontinue, Enterprise subsequently refused to honor its agreement. Instead, Enterprise forwarded a signed Release to Defendant's counsel that contained unilateral material revisions to the Release that had originally been agreed upon. (See Exhibit "R" hereto). Defendant's counsel advised that Enterprise's unilateral revisions were not acceptable, (see id.), and asked that the previously approved Release be executed without modification.

Defendant was then advised that Enterprise refused to sign the Release that had previously been approved by Mr. Toth. Defendant subsequently made further efforts to resolve the issues between the parties, including drafting a fourth release for signature by Enterprise, but all such attempts were unsuccessful. Defendant understands Enterprise's position to be that the Repasky/Great West Release, as well as the Enterprise Release, is for property damage claims only, and not for bodily injury claims. Defendant submits that this position is disingenuous, at best.

11. Denied. Defendant's offer of \$50,000 to settle all claims of Plaintiff, Great West and Enterprise has always been contingent upon the settlement of all of these claims. This fact is reflected in the initial offer of the \$50,000 settlement, in the various settlement documents drafted by Defendant's counsel, in the correspondence of Defendant's counsel on this issue, and on the payment terms set forth within the Releases and expressly agreed to by all parties. Moreover, under the express terms of the Releases, receipt of fully executed Releases (in the

form previously agreed upon by all parties) from all parties was a condition precedent to payment of any settlement monies. (See Releases included within Exhibits "H" and "K").

12. To the extent the averments of paragraph 12 purport to represent the agreement of the parties, the same is denied. Plaintiff's interpretation of Enterprise's unilateral revisions to the settlement documents previously agreed upon is irrelevant. The parties agreed to a general release by Plaintiff and Great West, with the potential indemnity/contribution claims of Defendant and/or her passenger expressly carved out at the request of Enterprise, and a property damage Release by Enterprise. Based upon Enterprise's subsequent correspondence concerning the issue, it is clear that Enterprise now wishes to materially alter the agreement to change Repasky and Great West's Release to a property damage only release as well. (See Exhibits "S" and "U" hereto). Plaintiff Repasky's assertions in the instant Petition that he has not raised a bodily injury claim, and that the Release for his signature (and as signed by him) was not intended to release the same, are completely without merit or foundation. The specious nature of these assertions is belied by Plaintiff's own Complaint and the Release that he agreed to and signed. (See Exhibits "A" and "K" hereto).

13. Denied as stated for the reasons set forth above and in Defendant's New Matter herein.

14. Denied as stated for the reasons set forth above and in Defendant's New Matter herein. By way of further response, settlement of any of the claims of Plaintiff, Great West, and/or Enterprise are contingent on settlement of all of the claims. This is clear from the negotiations of the parties, the settlement documents previously agreed upon, and the payment terms thereunder. Although Defendant agrees that a binding settlement agreement has been reached, Defendant is not in breach of the agreement, and is not obligated to tender any of the

settlement amounts to any of the parties to the agreement until the Enterprise Release previously approved and agreed upon (included within the documents attached hereto as Exhibit "H") is appropriately executed and forwarded to counsel for Defendant.

15. Denied. Defendant has not breached the settlement agreement, Defendant has at all times acted in good faith, and Defendant has made numerous attempts to bring this matter to conclusion. But for Enterprise's continual refusal to honor its settlement obligations, and but for the actions of Plaintiff and Enterprise in attempting to change the terms of the settlement after an agreement had already been reached, the settlement would have been finalized, including the dispersal of funds pursuant to the agreement.

WHEREFORE, Defendant respectfully requests that Plaintiff's Motion to Enforce Settlement, to the extent that it is predicated on a purported agreement that does not include settlement of the Enterprise claims, be denied. Furthermore, in that an award of fees and expenses to Plaintiff's attorney is clearly unwarranted, Defendant respectfully requests that the request for the same be denied.

### **NEW MATTER**

#### **A. Background**

16. Plaintiff commenced the above captioned motor vehicle negligence action via Complaint on or about August 3, 2001. The action arises from an automobile accident that occurred on November 17, 2000 on Interstate 80 in DuBois, Pennsylvania.

17. The accident directly involved two vehicles, a passenger car driven by Defendant Leslie A. Trentz and a tractor-trailer drive by Plaintiff Joseph A. Repasky. Defendant Trentz had a passenger with her when the accident occurred.

19. At the time of the accident, Plaintiff Joseph Repasky was driving under a contract

with Enterprise Products Company. Defendant understands that Plaintiff had property damage coverage through Great West Casualty Company pursuant to the contract with Enterprise.

20. Defendant filed an Answer denying all allegations of negligence, and discovery between the parties commenced.

21. Even before Plaintiff commenced his civil action and then continuing through the discovery process, Plaintiff's counsel sent letters to Defendant's insurer and to counsel for Defendant, demanding \$50,000 in settlement of Plaintiff's claims and making threats of bad faith litigation if the \$50,000 demanded was not tendered in full.<sup>1</sup> (See correspondence attached as Exhibit "B" hereto).

#### **B. Settlement Negotiations**

22. After Plaintiff's suit was filed, Enterprise Products Company also demanded \$50,000 to settle claims it intended to assert against Defendant Trentz on account of damages it incurred as a result of the November 17, 2000 automobile accident. (See Enterprise correspondence attached hereto as Exhibit "C"). At the request of Defendant's counsel, documentation of Enterprise's claims was subsequently forwarded, indicating that Enterprise had incurred damages in excess of \$100,000 as a result of the accident. (See Exhibit "D" hereto).

23. After receipt of the Enterprise claim, Defendant's counsel made an offer of \$50,000, in settlement of all claims made by Plaintiff, by Plaintiff's insurer (Great West Casualty Company), and by Enterprise Products Company. (See Exhibit "E" hereto, at 2).

24. The terms proposed included general releases from Repasky, Great West, and Enterprise, as well as an express provision that Defendant was not admitting liability for the November 17, 2000 accident. (See id.).

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<sup>1</sup> The limit of Defendant's property damage coverage under her automobile policy was \$50,000. at the time of the accident.

25. Prior to this time, there had been no settlement negotiations between Plaintiff and Defendant.

26. Although Plaintiff initially rejected Defendant's offer and continued to demand \$50,000. for settlement of his claims, Plaintiff's counsel subsequently advised Defendant's counsel that an agreement had been reached between Enterprise Products Company and Repasky and Great West to accept the settlement and to apportion the \$50,000 tendered amongst themselves. (See December 7, 2001 correspondence of Attorney Brink, attached hereto as Exhibit "F"). Counsel for Defendant was asked to prepare a release to consummate the settlement. (Id.).

#### **C. Release-First Draft**

27. On December 10, 2001, Defendant's counsel forwarded a proposed Release to counsel for Repasky and Great West (hereinafter referred to collectively as "Plaintiff"), and to Enterprise.

28. As originally drafted, the Release was encompassed in one document for signature by all releasing parties. Although Plaintiff's counsel agreed to the Release as originally drafted, Enterprise, through Vice President of Corporate Risk Frank Chapman, objected and asked that the releases be broken into two separate documents and that the Enterprise Release only pertain to property damage claims. (See correspondence of December 11, 2001, attached hereto as Exhibit "G").

#### **D. Release-Second Draft**

29. Although it was initially discussed that Enterprise would draft a proposed property damage release for its claims, a Release was prepared by counsel for Defendant Trentz in an attempt to expedite the settlement process. The revised Enterprise Release was forwarded

to Mr. Chapman at Enterprise on December 13, 2001. (See correspondence attached here to as Exhibit “H”). Because changes to the documents would also require approval of Plaintiff’s counsel, copies were sent to him for his approval as well. Plaintiff’s counsel subsequently confirmed that the separate Releases were acceptable. (See e-mail correspondence from Attorney Brink of December 16, 2001, attached hereto as Exhibit “I”).

30. Enterprise Products Company, however, objected to the revised release documents because of a concern that the Releases would result in the waiver of contribution rights against Defendant Trentz in the event that personal injury claims were brought against Repasky by Trentz’s passenger.<sup>2</sup>

31. These concerns were apparently communicated to Plaintiff’s counsel through Mr. Scott Toth, Claims Coordinator for Enterprise Products Company. Plaintiff’s counsel then communicated the same to counsel for Defendant. This was the first time the issue was raised to the best of Defendant’s knowledge. (See e-mail correspondence from Attorney Brink of December 18, 2001, attached hereto as Exhibit “J”).

#### **E. Release-Third Draft**

32. Enterprise, acting through Mr. Toth, then raised these concerns with counsel for Defendant Trentz in a telephone conference. In the interests of expediting settlement, Defendant’s counsel agreed to revise the release documents to address this new concern of Enterprise. During the telephone conference, it was specifically agreed that the Release for signature by Repasky and Great West would be revised by adding a paragraph expressly stating that the Release was not intended as a Release of any contribution and/or indemnity claims in the event that bodily injury claims were brought by Trentz’s passenger or by Trentz herself. No

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<sup>2</sup> Defendant understands that Plaintiff Repasky’s primary liability insurance with respect to the accident was provided by or through Enterprise.

further revisions were to be made to the revised Enterprise Release as forwarded on December 13, 2001. (See Exhibit "H"). Mr. Toth assured counsel for Defendant that the aforementioned revision would be the last revision requested by Enterprise, that the release documents as so revised would be acceptable for signature by Enterprise, and that he had authority to approve of the Release as so revised.

33. Defendant's counsel made the aforementioned revisions as requested by Enterprise and in the exact manner agreed upon by Enterprise, and then forwarded the revised Releases via facsimile to all parties (Enterprise, Repasky, and Great West) for final approval by letter dated December 20, 2001. (See December 20, 2001 correspondence attached hereto as Exhibit "K," and accompanying Release with Enterprise requested revision at ¶ 2).

34. As of January 2, 2002, Plaintiff had approved of the revised Releases, but Enterprise had not confirmed its acceptance of the same. Accordingly, Defendant's counsel wrote to Mr. Scott Toth at Enterprise, asking for confirmation of Enterprise's agreement to the documents so that settlement could be finalized. (See January 2, 2002 correspondence attached hereto as Exhibit "L").

35. Plaintiff's counsel later advised Defendant's counsel that Enterprise, through Mr. Scott Toth, had advised him that the release documents were in order for signature. (See January 4, 2002 e-mail correspondence from Attorney Brink attached hereto as Exhibit "M").

36. Accordingly, Defendant's counsel forwarded the Releases to Plaintiff's counsel for signature, but specifically noted in the transmittal correspondence that no money would be distributed until fully signed Releases from all parties, including Enterprise, were received. (See January 4, 2002 e-mail correspondence from Defendant's counsel, attached hereto as Exhibit "N"). This was fully in accord with the settlement agreement of the parties and the payment



terms agreed upon.

37. On or about January 8, 2002, Defendant's counsel then received a voice mail message from Mr. Toth confirming that the revised settlement documents were suitable for signature, and asking that the documents be forwarded for execution by Enterprise.

38. Accordingly, counsel for Defendant forwarded original copies of the Release for signature by Enterprise, stating that upon receipt of the fully executed Releases by all parties and the Praeceptum to Discontinue from Repasky and Great West, the settlement drafts would be issued as set forth in the Releases. (See January 8, 2002 correspondence from Defendant's counsel, attached hereto as Exhibit "O").

39. On January 14, 2002, Plaintiff's counsel forwarded fully executed Releases on behalf of Repasky and Great West to Defendant's counsel. Counsel for Defendant acknowledged receipt of the same, and noted that settlement checks would be forwarded upon receipt of the fully executed Release from Enterprise and the Praeceptum to Discontinue the Repasky action. (See correspondence of January 16, 2002, attached here to as Exhibit "P"). Plaintiff's counsel subsequently forwarded the Praeceptum to Discontinue as requested. (See correspondence of January 17, 2002, attached hereto as Exhibit "Q").

**F. Enterprise's attempts to unilaterally alter terms of agreement and release**

40. Defendant's counsel then received a signed Release from Enterprise. However, the Release had been unilaterally revised by Mr. Frank Chapman prior to signature. The unilateral revisions rendered the document ambiguous at best, and potentially revised the entire nature of the settlement between the parties. Accordingly, Defendant's counsel informed Enterprise that the unilateral changes were unacceptable, and asked that the Release as previously agreed upon be signed. (See Enterprise correspondence dated January 11, 2002 and

Defendant's counsel reply of January 18, 2002, attached hereto as Exhibit "R").

41. Subsequently, Mr. Toth advised Defendant's counsel that Enterprise refused to sign the Release without the unilateral changes made by Mr. Frank Chapman, notwithstanding the fact that Mr. Toth had previously approved of the Releases and that he had authority to do so on behalf of Enterprise. Counsel for Defendant asked that Enterprise's reasons for refusing to honor its settlement obligations be set forth in writing, but no written explanation of Enterprise's position was forthcoming.

42. Plaintiff's attorney then wrote to the parties stating his intent to file a Petition to Enforce Settlement, after which Mr. Frank Chapman from Enterprise Products Company contacted counsel for Defendant via telephone to discuss and reassert Enterprise's position. Defendant's counsel again asked that Enterprise's position, and the reasons for the same, be set forth in writing.

43. When Defendant's counsel finally did receive Enterprise's written position, any ambiguity in Enterprise's attempted unilateral revisions to the Release documents was clarified, and it was clear that Enterprise was attempting to unilaterally change the terms of the parties' agreement such that the Release would be a property damage release only on behalf of all releasing parties, including Repasky and Great West, and not a release of bodily injury claims. (See e-mail correspondence of February 6, 2002 by Frank Chapman of Enterprise, attached hereto as Exhibit "S").

44. From the inception of the settlement negotiations, Defendant's offer to settle was clearly contingent upon the release of all claims of Repasky and Great West, including Repasky's bodily injury claims and any damages related thereto. Defendant later agreed to carve out claims for contribution/indemnity as may arise if Trentz or her passenger filed suit, but the

general nature of the release by Repasky and Great West was otherwise unaffected. Thus, Defendant's counsel advised Enterprise that this was a non-negotiable term of the settlement agreement previously reached. (See correspondence of February 11, 2002, attached hereto as Exhibit "T").

#### **G. Release-Fourth Draft**

45. In yet another attempt to resolve the issues and finalize the settlement as previously agreed to by all parties, Defendant's counsel revised the property damage Release for signature by Enterprise yet again, and forwarded the revised document to all releasing parties (Enterprise, Repasky, and Great West), for approval. In the transmittal letter, Defendant's counsel also noted her concerns about the material changes attempted by Enterprise, as well as Defendant's position that a binding settlement agreement had been reached, pursuant to which Enterprise was obligated to sign the Release previously approved by Mr. Toth. (See correspondence and enclosed Release, attached hereto as Exhibit "T").

46. Enterprise responded by asking for a copy of the documents as fully executed by Repasky and Great West, and Defendant counsel's obliged. (See e-mail correspondence of February 11, 2002, attached hereto as Exhibit "U").<sup>3</sup>

47. On February 19, 2002, Plaintiff's counsel wrote to Enterprise and Defendant's counsel, advising that a Motion to Enforce Settlement had been filed, inter alia. (See correspondence attached hereto as Exhibit "V"). A Rule to Show Cause and the aforementioned Motion were served on Defendant on February 20, 2002.

48. Enterprise Products Company subsequently forwarded the Releases (the fourth

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<sup>3</sup> As noted in ¶¶ 32 through 37 above, Mr. Toth had already seen and approved of the Repasky/ Great West Release prior to the document being fully executed by the releasors thereunder.

draft of the Enterprise release and the fully executed Repasky/ Great West Release) to counsel for Defendant with yet more handwritten notations on them for "review." Defendant's counsel responded by noting an ambiguity raised by the documents as forwarded, but also agreeing to revise the Release for signature by Enterprise as indicated by the handwritten change on the document, as long as Plaintiff's counsel would agree to that revision as well. (See February 20, 2002 correspondence, attached hereto as Exhibit "W").

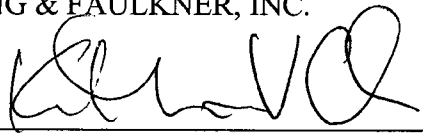
49. Neither Enterprise or Plaintiff's counsel responded to this last proposal. Counsel for Defendant wrote to Mr. Chapman of Enterprise via e-mail on February 28, 2002, again seeking to resolve the issues. Enterprise has not responded to this correspondence either.

50. In sum, Defendant's counsel has attempted to resolve the issues impeding settlement, and has made various concessions in an attempt to do so. The parties entered into a binding settlement agreement for the settlement of the claims of Repasky, Great West, and Enterprise, pursuant to which Enterprise was required to sign the Release attached hereto as Exhibit "H" before any settlement funds would be released to any of the releasing parties. It is only on account of the actions and inactions of the releasing parties, including Enterprise's refusal to finalize the settlement on the terms previously agreed upon, that the settlement has not been finalized.

WHEREFORE, Defendant respectfully requests that an Order be entered requiring Enterprise Products Company: (1) to honor its settlement obligations, and (2) to cause the Release attached to the instant Answer with New Matter as Exhibit "H" to be fully and properly executed on behalf of Enterprise.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

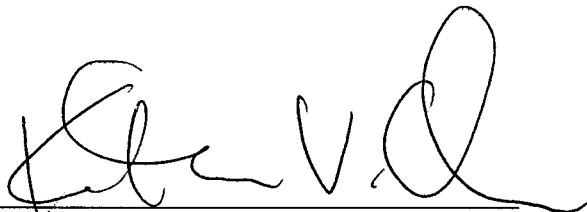
Katherine V. Oliver  
Attorneys for Defendant  
LINDA A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: March 4, 2002

Repasky v. Trentz

**VERIFICATION**

KATHERINE V. OLIVER, ESQUIRE, hereby verifies that she is the Attorney of Record for Defendant, LESLIE A. TRENTZ, in the foregoing action, and as such, she is authorized to make this Affidavit on her behalf, and that the facts set forth in the foregoing document are true and correct to the best of her information, knowledge and belief. This verification is made by the attorney of record instead of the Defendant in that the pleading is based on transactions/ negotiations and/or facts within the undersigned's personal knowledge and belief. This Verification is hereby made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Katherine V. Oliver', written over a horizontal line.

Katherine V. Oliver

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

**CERTIFICATE OF SERVICE**

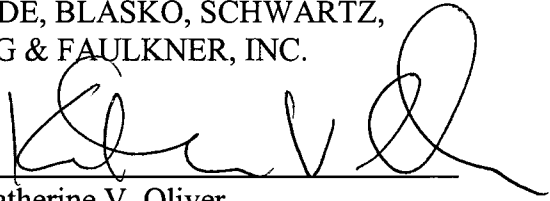
I hereby certify that a true and correct copy of the Defendant Leslie A. Trentz's Answer with New Matter to Plaintiff's Motion to Enforce Settlement Agreement in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 4<sup>th</sup> day of March, 2002, to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

Frank Chapman  
Vice President of Corporate Risk  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

  
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624





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

RECEIVED

AUG 20 2001  
STATE COLLEGE FCO

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

No. 01-1287-C2

vs.

LESLIE A. TRENTZ,

Defendant

Code:

COMPLAINT IN CIVIL ACTION

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
this Party:

LAW OFFICE OF JAMES J. BRINK

James J. Brink, Esq.  
Pa. I.D. No. 61690

Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

AUG 21 2001

Attest:

Prothonotary

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

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AUG 20 2001  
STATE COLLEGE FCO

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM FOR 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  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

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

RECEIVED

AUG 20 2001  
STATE COLLEGE FCO

JOSEPH A. REPASKY,

CIVIL DIVISION

Plaintiff

No. 01-1287-CD

vs.

LESLIE A. TRENTZ,

Defendant

COMPLAINT IN CIVIL ACTION

Plaintiff, by and through his undersigned counsel, files this Complaint in Civil Action against the defendant upon the following grounds:

1. Plaintiff, Joseph A. Repasky, is an adult individual who at all times pertinent to this cause of action resided at 234 McClellan Street, Cambridge Springs, Pennsylvania 16403.
2. Defendant, Leslie A. Trentz, is an adult individual who at all times pertinent to this cause of action resided at 638 Cooks Court, Brentwood, Tennessee 37027.
3. On or about November 17, 2000, the defendant was the operator of a 1999 Toyota Corolla traveling in an westerly

direction on U.S. Interstate Route 80 in Clearfield County, **RECEIVED**  
Pennsylvania.

**AUG 20 2001**  
**STATE COLLEGE FCO**

4. As the defendant approached a bridge in the left, or passing, lane east of the city of Dubois, Pennsylvania, the defendant negligently failed to control her automobile.

5. The defendant's negligent loss of control of her automobile caused said automobile to strike the guard rail on the left side of the bridge and careen out of control, spinning in a clockwise manner across both lanes of the bridge.

6. The plaintiff was properly operating a tractor trailer at a safe distance behind the defendant at the time of her negligent loss of control of her automobile.

7. The plaintiff, being an experienced over the road professional truck driver and having complete control of his loaded tractor trailer, swerved in an attempt to avoid hitting the spinning automobile of the plaintiff since a direct impact of the automobile most likely would have resulted in the deaths of the defendant and her passenger.

8. Although the plaintiff avoided causing serious bodily harm, and possibly death, to the defendant and her passenger, the plaintiff nevertheless struck the automobile of the defendant.

9. After striking the automobile of the defendant, the plaintiff's tractor trailer left the roadway on the left side, entered the median strip, crossed the two eastbound lanes of U.S.

Interstate Route 80 on the other side of the median strip, slid over an embankment after crossing the eastbound lanes and skidded approximately 100 feet down into a ravine before resting to a stop.

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10. As a direct result of the above described negligence of the defendant and the above described collision, plaintiff sustained the following damages:

- (a) Medical expenses, past and future;
- (b) Wage loss;
- (c) Pain, suffering and inconvenience, past and future;
- (d) Limitation of enjoyment of life;
- (e) The cessation of an advantageous contractual relationship; and
- (f) Damage to his motor vehicle.

11. All of the above referenced injuries and damages were caused by the negligence of the defendant generally and the following particulars:

- (a) In failing to maintain control of her vehicle while operating the same on a public highway.
- (b) In failing to pay attention to the road conditions while operating her vehicle on a public highway.

WHEREFORE, plaintiff demands judgment against defendant for compensatory damages in an amount in excess of \$25,000.00, plus all costs of prosecuting this civil action.

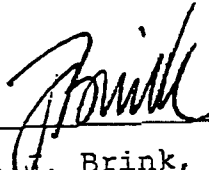
JURY TRIAL DEMANDED

RECEIVED  
AUG 20 2001  
STATE COLLEGE FCO

Respectfully submitted,

LAW OFFICE OF JAMES J. BRINK

By



James J. Brink, Esq.  
Pa. I.D. No. 61690  
Attorney for the Plaintiff

LAW OFFICE OF JAMES J. BRINK

James J. Brink, Esq.  
Pa. I.D. No. 61690  
Suite 220, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 227-0961  
(412) 227-0964 (fax)

## VERIFICATION

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AUG 20 2001  
STATE COLLEGE FCO

I VERIFY that the averments of fact contained in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date

08/02/01Joseph A. Reposky





LAW OFFICE OF

JAMES J. BRINK

ATTORNEY AT LAW

SUITE 220, LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

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JUN 11 2001  
STATE COLLEGE FCO

LICENSED IN PENNSYLVANIA  
AND WEST VIRGINIA  
EMAIL: JAMES.BRINK@ATT.NET

TELEPHONE 412.227.0961  
FACSIMILE 412.227.0964  
CELLULAR 412.952.5944

June 7, 2001

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Mr. John Pollich  
State Farm Fire and Casualty Company  
State College Service Center  
383 Rolling Ridge Drive  
State College, PA 16801-7676

Re: *Joseph Repasky v. Leslie Trentz*  
Your Claim No.: 15-3031-476  
Date of Loss: November 17, 2000  
Our Claim No. 701624-M-913

Dear Mr. Pollich:

Please be advised that I have been retained by Joseph Repasky and Great West Casualty Company to pursue their claims for damages caused by the negligence of your insured, Leslie Trentz, occurring on November 17, 2000, at which time she caused a serious collision with a tractor trailer.

A detailed recitation of the facts of this matter is not necessary since you have been previously provided with the police reports describing the incident. However, I must comment that I, along with my clients, were quite surprised by your assertion in your declination letter that the collision was due to Mr. Repasky's failure to maintain a safe distance from your insured's vehicle. Indeed, nothing was stated in the police report about Mr. Repasky's failure to maintain a safe distance from your insured's out of control vehicle after she struck the guardrail. As a matter of fact, your insured and her passenger both admitted that your insured lost control of the vehicle which caused the vehicle to spin sideways and into the path of Mr. Repasky's truck. Such a failure to control a motor vehicle in Pennsylvania under these circumstances, as you must certainly acknowledge, is negligence.

Great West has already provided you with the itemization of its damages amounting to \$19,086.00. I see no need to send this documentation again unless you are unable to locate it in your file.

Mr. Repasky's lost income damages accrued at the rate of \$306.76 per day for several months before he was about to secure an income source. Moreover, Mr. Repasky was unable to replace

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JUN 11 2001

STATE COLLEGE FCO

Mr. John Pollich  
June 7, 2001  
Page 2

his truck with another truck of comparable value with the insurance proceeds he received from Great West and has expended a great deal of time and effort searching for a replacement vehicle. Therefore, Mr. Repasky will agree to settle with your insured for \$50,000.00, which shall serve as the complete settlement of all of his losses, including his lost income claim as well as his out of pocket property losses.

In closing, I must say that I am completely appalled with the handling of this matter thus far by State Farm. Your insured's negligence caused a fully loaded tractor trailer to leave the roadway on which it was traveling, cross the median strip, cross two lanes of traffic going the opposite direction on an interstate highway, roll down a hill and finally come to rest at the bottom of a ravine. Yet you incredulously declined coverage based on an unsubstantiated, illusory, and unsupportable fact that Mr. Repasky was following too closely.

Since you have taken over six months to "review" this matter only to decline our claim, I am not inclined to ask my clients to wait much longer. Therefore, if we cannot reach a satisfactory resolution to this matter by Friday, June 29, 2001, I will immediately file suit against Ms. Trentz in Clearfield County, Pennsylvania, which, I may add, will most likely cause your insured to question whether State Farm has been protecting her interests in good faith.

I look forward to hearing from you soon.

Very truly yours,



JJB/ep

cc: Matt Shupe, Esq.  
Mr. Joseph Repasky



JAMES J. BRINK  
ATTORNEY AT LAW

SUITE 220, LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

TELEPHONE 412.227.0961  
FACSIMILE 412.227.0964  
EMAIL BRINKLAW@ATT.NET

September 25, 2001

***VIA FACSIMILE/ORIGINAL TO FOLLOW***

Katherine V. Oliver, Esq.  
MCQUAIDE BLASKO  
811 University Drive  
State College, PA 16801-6699

Re: ***Joseph Repasky v. Leslie A. Trentz***  
Court of Common Pleas, Clearfield County  
No. 01-1287-CD

Dear Ms. Oliver:

As you know, on November 17, 2000, my client was involved in a collision with your insured on Interstate 80 in Clearfield County, Pennsylvania. Even though our clients' stories vary to a small degree, the main theme remains consistent: your insured lost control of her car on a bridge in the path of my client which caused the collision. Indeed, your insured admitted as much in her answer to our complaint. The collision report prepared by the Pennsylvania State Police further supports this theme without any variation.

We first made contact with your adjuster, John Pollich, as early as December, 2000, in order to attempt to settle this matter in good faith. Mr. Pollich naturally made several requests for further documentation, which is normal and not unreasonable. Included with the documentation provided was the police report and an itemization of the actual damages incurred by my client.

Incredibly, your adjuster denied my client's claim on May 22, 2001, for the outrageous and unsupportable reason that my client was following your insured too closely. This statement is especially specious based on the fact that the State Police, after conducting an investigation at the scene, did not cite my client.

We clearly communicated our settlement demand to your adjuster in a letter dated June 7, 2001, in which we offered to settle all claims for \$50,000.00, which is the policy limit for the property damage under your insured's policy. Your adjuster refused to settle at that time. Therefore, we will once again demand the payment \$50,000.00 as settlement for all claims, including our personal injury claims.

Katherine V. Oliver, Esq.  
September 25, 2001  
Page 2

Failure to settle this claim for the policy limits as discussed above will expose your insured's personal assets to execution for the excess judgment amount that we feel certain we will attain at trial. Moreover, failure to settle for the policy limits further exposes your insurance carrier client to damages for the full amount of the verdict based on its bad faith failure to settle this case within the policy limits.

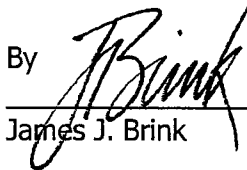
It is our opinion that a Clearfield County jury will have no problem sending a message to an out of state driver that she should exercise more caution when driving through the Commonwealth, especially when that driver's negligence caused a tractor trailer to careen off of an instate highway and overturn in a ravine. We are confident that the jury's verdict will exceed the policy limits without regard to your adjuster's baseless assertion that our comparative fault exceeds fifty percent.

Please feel free to call me if you have any questions.

Very truly yours,

BRINK LAW OFFICES

By

  
James J. Brink

JJB/ep

cc: Joseph Repasky



ENTERPRISE PRODUCTS COMPANY  
P.O. BOX 4324  
HOUSTON, TEXAS 77210-4324  
713/880-6500

**ENTERPRISE<sup>®</sup>**



September 28, 2001

**CERTIFIED RETURN RECEIPT**

John Pollich  
State Farm Insurance Company  
State College Service Center  
383 Rolling Ridge Drive  
State College, PA 16801-7676  
Fax 814-231-8219

YOUR NO. : 15-3031-476  
YOUR INSD : LESLIE A. TRENTZ  
CLAIMANT : ENTERPRISE PRODUCTS  
D/L : 11-17-008-1-01  
OUR CLAIM# : ET10695ALX

Dear Mr. Pollich,

Please be advised that the undersigned represent Enterprise Products Company, d.b.a., Enterprise Transportation Company with regard to the damages Enterprise sustained as result of your insured's negligence. Please direct all future communications to the undersigned.

A detailed discussion of the facts of this accident is not necessary since you have been provided with the police report on this accident and summaries of all recorded statements taken on this file by our adjuster.

In your denial letter, you based your decision on Section 3310 of the Pennsylvania Motor Vehicle Code, "Following Too Closely". Attached, you will find a copy of Section 3310 which indicates that "Assured clear distanced rule" requires a driver to operate his vehicle in such a fashion that he is always able to stop within distance he can clearly see; where, however, when a sudden emergency arises inside the range of the distance a driver can clearly see, the assured safe distance rule is inapplicable.

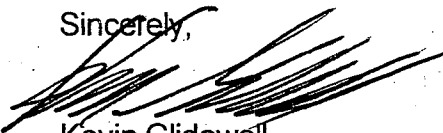
The **FACTS** of this incident clearly indicate that Mr. Repasky abided by the rules of Section 3310 until your insured loss control of her vehicle (sudden emergency).

As a result of your insured's negligence Enterprise incurred over \$89,000.00 in recovery and remediation cost. This does not include the repair invoices to our trailer. Therefore, Enterprise has incurred in excess of \$100,000.00 in expenses as a result of your insured's negligence.

At this time, we demand that you provide us with a copy of your insured's declaration indicating the amount of coverage on your insured's policy. If the aforementioned damages exceed your insured's policy limits, we hereby make a demand for your policy limits.

If you have any questions or wish to discuss this matter, please do not hesitate to call the undersigned at 713-880-6673

Sincerely,

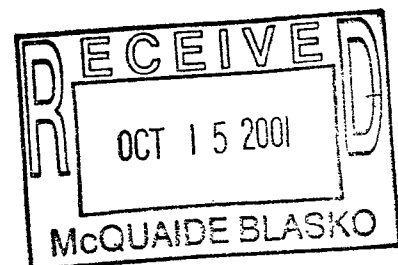


Kevin Glidewell  
Sr. Claims Coordinator

**Contact #'s are as follows:**

Office direct; 713-880-6673

E-mail; [kglidewell@eprod.com](mailto:kglidewell@eprod.com)



Cc: Claims Manager  
State Farm Insurance Company  
State College Service Center  
383 Rolling Ridge Drive  
State College, PA 16801-7676

Cc: Matthew T. Shupe  
Regional Counsel  
Great West Casualty Co.  
1901 Liberty Dr  
P.O. Box 4555  
Bloomington, IN 47402-4555

Cc: Brink Law Offices  
428 Forbes Avenue, #220  
Pittsburgh, PA 15219

Cc: Katherine V. Oliver  
Attorneys for Defendant Leslie A. Trentz  
811 University Drive  
State College, PA 16801



# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

October 19, 2001

Kevin Glidewell  
Senior Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-008-1-01

Dear Mr. Glidewell:

This letter is in response to your correspondence of September 28, 2001 to John Pollich at State Farm Insurance Company. As per your request, attached is a copy of the declarations page reflecting property damage coverage with a limit of \$50,000.

Please be advised that State Farm is denying Enterprise's claim at this time on the basis that its insured is not liable for the underlying accident. We would also note that Enterprise's driver has asserted a competing claim for State Farm's coverage limits, and suit has been filed on that claim.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosure

cc: John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Richter Daniel E. Bright  
Paul J. Tomeczuk Janine C. Gismendi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

ENTERPRISE PRODUCTS COMPANY  
P.O. BOX 4324  
HOUSTON, TEXAS 77210-4324  
713/880-6500

**ENTERPRISE®**



October 24, 2001

**CERTIFIED RETURN RECEIPT**

Katherine V. Oliver  
McQuaide Blasko  
Attorneys at Law  
811 University Drive  
State College, PA 16801-6699  
Fax 814-234-5620

YOUR NO. : 15-3031-476  
YOUR INSD : LESLIE A. TRENTZ  
CLAIMANT : ENTERPRISE PRODUCTS  
D/L : 11-17-00  
OUR CLAIM# : ET10695ALX

Dear Ms. Oliver,

This letter will confirm receipt this date of your 10-19-01 letter on the above matter. Thank you for sending us a copy of the declarations page on Ms. Trentz's policy with State Farm Insurance.

I am a little confused by your letter. Are you representing the interest of State Farm Insurance Company or the interest of their policyholder, Leslie A. Trentz?

We are aware that there is a competing claim. However, please advise us which policy limits the competing claim is pursuing. It was my understanding that the competing claim was pursuing a bodily injury claim with loss of income.

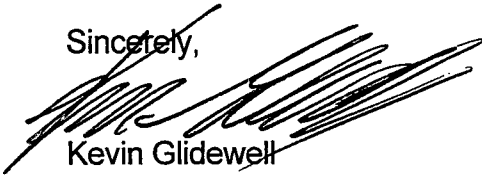
As we understand the facts of the property issues, Enterprise has incurred loss in excess of \$100,000.00 in property damage. Great West Casualty, on behalf of its insured and its subrogated interest, has alleged to have incurred approximately \$19,000.00 in property damage. This clearly exceeds State Farm's property policy limits of \$50,000.00 per occurrence.

Also, please advise us if any type of excess liability coverage exist for the driver and/or owner of Ms. Trentz's vehicle that would be applicable to this loss.

We urge you, on behalf of your client, to take another look at the facts of this case and we reiterate our demand for the \$50,000.00 property damage policy limits. Enterprise would like to resolve this matter in an amicable manner which does not expose your client to an excess judgement and the insurer to the risk of extra contractual liability.

Please direct your questions, comments or inquires to me at 713-880-6673 and we will coordinate accordingly.

Sincerely,



Kevin Glidewell  
Sr. Claims Coordinator

**Contact #'s are as follows:**

Office direct; 713-880-6673

E-mail; [kglidewell@eprod.com](mailto:kglidewell@eprod.com)

Cc: Claims Manager  
State Farm Insurance Company  
State College Service Center  
383 Rolling Ridge Drive  
State College, PA 16801-7676

Cc: Matthew T. Shupe  
Regional Counsel  
Great West Casualty Co.  
1901 Liberty Dr  
P.O. Box 4555  
Bloomington, IN 47402-4555



October 24, 2001

Cc: Brink Law Offices  
428 Forbes Avenue, #220  
Pittsburgh, PA 15219



ENTERPRISE PRODUCTS COMPANY  
P.O. BOX 4324  
HOUSTON, TEXAS 77210-4324  
713/880-6500

**ENTERPRISE®**

**CERTIFIED RETURN RECEIPT**

November 20, 2001



Katherine V. Oliver  
McQuaide Blasko  
Attorneys at Law  
811 University Drive  
State College, PA 16801-6699

Re: Your File:: 15-3031-476  
Your Insured: Leslie A. Trentz  
Claimant: Enterprise Products Company dba Enterprise Transportation Company  
Date of Loss: November 17, 2000  
Our File: ET 10695 ALX

Dear Ms. Oliver,

This letter will confirm receipt this date of your November 6, 2001 letter on the above noted claim which you sent to Kevin Glidewell.

Attached you will find a complete itemized list, including invoices, of all property damages and environmental clean up cost which Enterprise has incurred in this unfortunate incident. As you can see we have incurred a total of \$108,785.91 in damages.

Enterprise would like to resolve this matter without any undue financial hardship to your insured, Ms. Trentz. Please contact me once you have had the opportunity to review the attached so that we may discuss settlement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angy'.

Angy Poppenhusen, CISR  
Corporate Risk Department

Cc: James Brink - without attachments  
Brink Law Offices  
428 Forbes Avenue, #220  
Pittsburgh, PA 15219

Matthew Shupe - without attachments  
Great West Casualty  
PO Box 4555  
Bloomington, IN 47402-4555



# McQUAIDE BLASKO

ATTORNEYS AT LAW

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600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

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717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

November 6, 2001

Kevin Glidewell  
Senior Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Glidewell:

Receipt is acknowledged of your letter of October 24, 2001. Let me take the opportunity to clear up any confusion that may exist with regard to this firm's representation. We represent State Farm insured, Leslie A. Trentz, with respect to the claims made against her following the November 17, 2000 accident. The response to your September 28, 2001 letter came from this office because there have already been claims made against Ms. Trentz and the available insurance coverage limits based on the same accident. I assumed that your September 28, 2001 letter had been copied to me and to Attorney Brink for that same reason.

If you need clarification with regard to the competing claim, you will have to take that matter up with Attorney Brink. Although the Complaint filed of record sets forth a bodily injury claim as well as property damage claims, no evidence in support of the bodily injury claim has been produced, and the claim appears to be inconsistent with records received thus far. Likewise, we have not been provided with sufficient information to meaningfully assess Plaintiff Repasky's property damage and/or wage loss claims. We note, however, that the wage loss claim was predicated on the loss of use of Mr. Repasky's vehicle.

In response to your inquiry, I am unaware of any excess insurance coverage potentially applicable to this loss.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



Kevin Glidewell  
November 6, 2001  
Page 2

I discussed your most recent letter with State Farm. State Farm is willing to consider settlement of the various claims against Ms. Trentz for its \$50,000 policy limits. We will need documentation supporting Enterprise's claim before we can meaningfully discuss the terms of a settlement. Please forward all such documentation to my attention.

Because competing claims have been made against Ms. Trentz's available policy limits, any settlement would have to be based upon an agreement by all claimants as to how to apportion the \$50,000 available for settlement. The terms of a settlement would also have to include a general release in favor of my client from each party asserting a claim against her, including Enterprise, Great West Casualty Company, Joseph A. Repasky, and any party as may have a claim for clean up and other such costs following the accident. It is unclear to us whether these latter costs were absorbed by Enterprise and included in its own claim. A settlement would also have to include an acknowledgment that Ms. Trentz does not admit liability for the November 17, 2000 accident, and that the settlement should not be construed as a liability admission.

By copy of this letter to Attorney Brink and to Matthew T. Shupe at Great West Casualty Company, I am advising them of State Farm's willingness to consider a settlement of the claims against Ms. Trentz along the lines set forth above if we can otherwise agree to settlement terms. I would appreciate being advised as to their position on this matter.

I look forward to hearing from you regarding the above and to receipt of documentation in support of Enterprise's claim.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver

KVO:lc

cc: James J. Brink, Esq.  
Matthew T. Shupe - Great West Casualty Co.  
John Pollich - State Farm (15-3031-476) (with enclosure: 10/24/01 letter)





JAMES J. BRINK  
ATTORNEY AT LAW

SUITE 220, LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

TELEPHONE 412.227.0961  
FACSIMILE 412.227.0964  
EMAIL BRINKLAW@ATT.NET

December 7, 2001

***VIA FACSIMILE/ORIGINAL TO FOLLOW***

Katherine V. Oliver, Esq.  
MCQUAIDE BLASKO  
811 University Drive  
State College, PA 16801-6699

Re: ***Joseph Repasky v. Leslie A. Trentz***  
Court of Common Pleas, Clearfield County  
No. 01-1287-CD

Dear Ms. Oliver:

Consistent with the voice mail message I left with your office earlier today, my client and Enterprise Products have reached an agreement to distribute the \$50,000.00 settlement amount your carrier tendered to settle all claims raised in the above litigation and privately by Enterprise. In this regard, Enterprise has indicated its willingness to accept \$27,000.00 as complete settlement of its claims against your insured. We will accept the remaining \$23,000.00 as settlement of our claims against your insured.

I would suggest that you prepare a release satisfactory to your carrier. Hopefully, Enterprise will not have a change of heart after the preparation of the release and will agree to abide by the representations it has recently made to certain other parties close to this litigation.

Since there was so much concern raised about the possible inconvenience of your insured, we can still hold the deposition on December 13 if you would like. However, I would think that we should certainly be able to settle this matter prior to that time once the release is prepared and presented to the parties. It just seems like such a waste to hold a deposition in a case that has essentially settled.

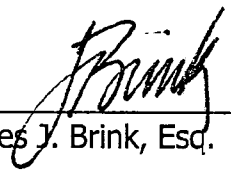
Katherine V. Oliver, Esq.  
December 7, 2001  
Page 2

Please feel free to call me if you have any questions.

Very truly yours,

BRINK LAW OFFICES

By

  
James J. Brink, Esq.

JJB/ep

cc: Matthew Shupe, Esq.  
Joseph Rebaskey



# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

December 11, 2001

via facsimile & mail (713-880-6660)

Frank Chapman  
Vice President of Corporate Risk  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Chapman:

This letter is in follow-up to our telephone conversation of this morning. I understand that, because Enterprise's claims are limited to property damage claims only, Enterprise requires that its release be limited to a property damage release. I also understand that you will be faxing a proposed release for my review.

I am also waiting to hear from Attorney Brink with respect to whether the release proposed yesterday will be agreeable to his clients, Joseph Repasky and Great Western Casualty Company. By copy of this letter, I am advising Attorney Brink of the possibility that the release from Enterprise will be encompassed by a separate document. I do not expect that this arrangement would pose any problem from his perspective.

As per our telephone conversation, my time today is extremely limited. I will, however, try my best to attend to this situation after receiving your proposed property damage release and any comments Mr. Brink may have. I believe it would be in everyone's best interests to resolve this matter today, if possible. My client will be leaving tomorrow to travel to Pennsylvania for the deposition scheduled by Mr. Brink.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

Frank Chapman

December 11, 2001

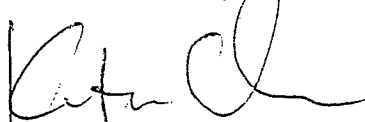
Page 2

I appreciate your continued courtesy and cooperation with this matter.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

cc: James J. Brink, Esq. (via facsimile & mail 412-227-0961)





# MCQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

December 13, 2001

via facsimile & mail (713-880-6660)

Frank Chapman  
Vice President of Corporate Risk  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Chapman:

Enclosed you will find another copy of the Declarations page for Leslie Trentz's State Farm policy, which had previously been provided to Kevin Glidewell of Enterprise on October 19, 2001, along with a Certificate from State Farm that the policy referenced was the policy in effect on the date of loss. Also enclosed is my client's verified discovery response in the Repasky action, identifying her State Farm policy as the only applicable policy. Finally, I would note that in preparing discovery responses, I have asked and been advised by both my client and her insurance carrier, State Farm, that there are no known excess or umbrella policies in existence. I trust that this satisfies your need for assurance that the available property damage insurance fund is limited to \$50,000.

I am also attaching a proposed Property Damage Release for Enterprise's claims in this matter. Assuming the Release is agreeable, I will forward an original for your signature. Alternatively, if you have any problems with the Release as drafted, please contact me regarding the same. I would appreciate hearing from you today as soon as possible so that we can conclude the settlement.

As I believe I advised you in our last telephone conversation, Attorney Brink has agreed to the General Release previously proposed on behalf of his clients, Joseph Repasky and Great West Casualty Company. As per my discussion with Attorney Brink, removal of Enterprise from the General Release has required slight adjustments to the General Release. Consequently, by copy of this letter, I am forwarding a copy of the General Release as revised to Attorney Brink and ask that he contact me as soon as possible to confirm his approval of the same.

MCQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
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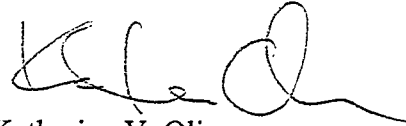
Frank Chapman  
December 13, 2001  
Page 2

Thank you for your anticipated courtesy and cooperation with this matter. I look forward to hearing from you.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Katherine V. Oliver

KVO/klb  
Enclosures

cc: James J. Brink, Esq. w/copy of General Release (via facsimile & mail 412-227-0961)  
Angy Poppenhusen, CISR - Enterprise Products Company w/enc (via facsimile & mail)

**RELEASE - PROPERTY DAMAGE ONLY**

**Nature of Dispute and Statement**

A. ENTERPRISE PRODUCTS COMPANY (hereinafter "Releasor") has made claims against LESLIE A. TRENTZ (hereinafter "Releasee"), for property damages, including, but not limited to, environmental clean-up and remedial costs, allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Claims have also been made against Releasee by JOSEPH A. REPASKY ("Repasky") on account of the Accident. Repasky has instituted legal action in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage;

C. GREAT WEST CASUALTY COMPANY ("Great West"), an insurer for Repasky, has also asserted a claim for property damage allegedly arising from the Accident;

D. Releasor, Repasky, Great West, and Releasee have agreed that it would be in their best interests to fully, finally, and forever settle all claims and causes of action of Releasor, Repasky and Great West arising from the Accident;

E. Releasee has offered, and Releasor, Repasky and Great West have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasor, Repasky and Great West. Releasor, Repasky and Great West have agreed to an apportionment of the settlement amount between them, such that Twenty-seven Thousand Dollars (\$27,000) will be paid to Releasor, and Twenty-three Thousand Dollars (\$23,000) will be paid jointly to REPASKY and GREAT WEST.

F. The terms of Repasky and Great West's General Release are set forth in a separate document (hereinafter the "Repasky/Great West Release").

**Terms and Conditions**

Releasor, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enters into this Release under the following terms and conditions:

1. Releasor does hereby release and forever discharge LESLIE A. TRENTZ

and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE, past, present, and future, including, but not limited to damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

2. Following final execution of this Release by Releasor, and of the Repasky/Great West Release by the signatories thereto, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praeceptum to Discontinue as provided for in paragraph 5 of the Repasky/Great West Release, Releasee shall cause payment of Twenty-seven Thousand Dollars (\$27,000) to be made to ENTERPRISE PRODUCTS COMPANY, in full satisfaction of Releasee's settlement obligations to Releasor.

3. It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

WITNESS:

ENTERPRISE PRODUCTS COMPANY

By: \_\_\_\_\_  
Name: Frank Chapman  
Title: Vice President Risk Management

## **GENERAL RELEASE**

THIS INSTRUMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by JOSEPH A. REPASKY ("Repasky") and GREAT WEST CASUALTY COMPANY ("Great West"), hereinafter collectively referred to as "Releasors."

### **Nature of Dispute and Statement**

A. Releasors have made claims against LESLIE A. TRENTZ (hereinafter "Releasee") for damages allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Repasky has instituted legal action on account of the Accident in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage, including but not limited to, alleged wage loss damages;

C. Great West, an insurer for Repasky, has asserted a claim for property damage allegedly arising from the Accident;

D. ENTERPRISE PRODUCTS COMPANY("Enterprise") has also asserted claims for alleged property damages incurred as a result of the Accident;

E. Releasors, Enterprise, and Releasee have agreed that it would be in their best interests to fully, finally and forever settle all claims and causes of action of Releasors and Enterprise;

F. Releasee has offered, and Releasors and Enterprise have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasors and Enterprise. Releasors and Enterprise have agreed to an apportionment of the settlement amount between them, such that Twenty-three Thousand (\$23,000) will be paid to Releasors, and Twenty-seven Thousand (\$27,000) will be paid to ENTERPRISE.

G. The terms of Enterprise's release are set forth in a separate document (hereinafter the "Enterprise Release").

### **Terms and Conditions**

Releasors, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound

hereby, enter into this Release under the following terms and conditions:

1. Releasors release and discharge, and by these presents do for themselves, their heirs, executors, administrators and assigns, release, acquit and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their agents, employees, servants, stockholders, partners, joint venturers, and any and all other persons, firms, associations, partnerships 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, losses of service, expenses, compensation, third party actions, suits at law or in equity or otherwise, specifically including claims or suits for joinders, for sole liability, contribution, indemnity or otherwise, of whatever nature, and all consequential damages on account of, or in any way arising out of any and all known and unknown personal injuries, death and/or property damage in any way connected with an incident which occurred on November 17, 2000, at or near SR 80 in Union Township, Clearfield County, Pennsylvania, and on account of which legal action was instituted by Repasky in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D.

In addition Repasky agrees to indemnify, defend and hold harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY from the claims of any subrogee, including any insurer which has paid, or which might pay in the future, any type of benefits as a result of or relating to the incidents upon which the aforementioned legal action is based. It is further understood and agreed that any claims, liens or causes of action asserted which arise from past or future payments of medical, income, rehabilitation, workers' compensation or other benefits provided by public or private sources, paid on behalf of Repasky, will be satisfied by Repasky out of the proceeds of this settlement, and Repasky hereby agrees to indemnify and save harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY in said regard, including from any and all costs and attorneys' fees related to any such claims, liens, or causes of action.

2. Following final execution of this General Release by Releasors, and of the Enterprise Release by Enterprise, and the delivery of original copies of both fully

executed Releases to Releasee's counsel of record, along with a fully executed Praeceptum to Discontinue as provided for in paragraph 5 of this General Release, Releasee shall cause payment of Twenty-three Thousand (\$23,000) to be made to JAMES J. BRINK, as attorney for JOSEPH A. REPASKY and GREAT WEST CASUALTY COMPANY, in full satisfaction of Releasee's settlement obligations to Releasors

3. Releasors hereby acknowledge and assume all risk, chance and hazard that the said injuries and damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement, which is not herein expressed, has been made to Releasors, and, in executing this Release, Releasors do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

4. Releasors understand that this settlement is the compromise of disputed claims, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, associations, partnerships and corporations hereby released, by whom liability is expressly denied.

5. Repasky shall deliver or cause to be delivered through his counsel a Praeceptum to Discontinue, with prejudice, all claims in the action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D. Releasors authorize the Praeceptum to Discontinue to be entered as a matter of record.

6. Releasors further understand and agree that neither the Releasors nor their attorneys or other representatives will in any way publicize or cause to be publicized in any news or communications media, including but not limited to, legal publications, newspapers, magazines, radio or television, the facts or terms and conditions of this settlement. This paragraph is intended to become part of the consideration of settlement of this claim.

7. Releasors have read this Release and the terms used herein, and the consequences thereof have been explained by their attorney, JAMES J. BRINK.

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

\_\_\_\_\_  
Joseph A. Repasky

**ACKNOWLEDGMENT**

STATE OF INDIANA :

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, personally appeared,  
JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the  
foregoing instrument and acknowledged that he voluntarily executed the same.

\_\_\_\_\_  
Notary Public

GREAT WEST CASUALTY COMPANY

\_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, personally appeared,  
\_\_\_\_\_, to me known to be the person described herein, and who executed  
the foregoing instrument and acknowledged that he/she voluntarily executed the same.

\_\_\_\_\_  
Notary Public

::ODMA\PCDOCS\DOCSLIB2\223598\3





**From:** "James Brink" <james.brink@att.net>  
**To:** "Katie Oliver" <KATIOLIV@mcquaideblasko.com>  
**Date:** 12/16/01 10:31AM  
**Subject:** Re: Releases

I received several calls from Enterprise over the past several days. I attempted to return the calls from the courthouse halls, but I never got through. The separate releases as drafted are acceptable to Great West and Repasky. I will wait for the final draft for presentation to the clients. Thanks. jb



**From:** "James Brink" <james.brink@att.net>  
**To:** "Katie Oliver" <KATOLIV@mcquaideblasko.com>  
**Date:** 12/18/01 8:40AM  
**Subject:** Re: Releases

I spoke with Scott Toth at Enterprise yesterday. They are still concerned about the Repasky release language. Specifically, they are worried that Repasky is waiving contribution rights against Trentz relating to the personal injury claims brought by Trentz' passenger. While this may be a stretch, in order to close this case, I will not object if you draft the Repasky release similar to the Enterprise release. If you want, you may add the provision that Repasky releases Trentz from any claims relating to HIS personal injury, which will effect vely settle our case. Joe has no intention of pursuing a personal injury claim in this matter and will, therefore, release Trentz and State Farm from this liability. The only outstanding issue will be Trentz' passenger's claim. What do you think about this? jb



# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

December 20, 2001

via facsimile & mail (412- 227-0961)

(713-880-6660)

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

In Re: Joseph A. Repasky vs. Leslie A. Trentz  
Docket No: 01 - 1287 - C.D. (Clearfield County)

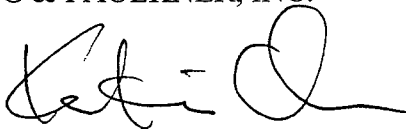
Dear Gentlemen:

Attached is a third draft of the Repasky/Great West Release with the revisions requested by Mr. Scott Toth at Enterprise. Please advise as to whether the Release documents are now acceptable for signature. Thank you.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Katherine V. Oliver

KVO/klb  
Enclosure

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomeczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

## **GENERAL RELEASE**

THIS INSTRUMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by JOSEPH A. REPASKY ("Repasky") and GREAT WEST CASUALTY COMPANY ("Great West"), hereinafter collectively referred to as "Releasors."

### **Nature of Dispute and Statement**

A. Releasors have made claims against LESLIE A. TRENTZ (hereinafter "Releasee") for damages allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Repasky has instituted legal action on account of the Accident in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage, including but not limited to, alleged wage loss damages;

C. Great West, an insurer for Repasky, has asserted a claim for property damage allegedly arising from the Accident;

D. ENTERPRISE PRODUCTS COMPANY("Enterprise") has also asserted claims for alleged property damages incurred as a result of the Accident;

E. Releasors, Enterprise, and Releasee have agreed that it would be in their best interests to fully, finally and forever settle all claims and causes of action of Releasors and Enterprise;

F. Releasee has offered, and Releasors and Enterprise have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasors and Enterprise. Releasors and Enterprise have agreed to an apportionment of the settlement amount between them, such that Twenty-three Thousand (\$23,000) will be paid to Releasors, and Twenty-seven Thousand (\$27,000) will be paid to ENTERPRISE.

G. The terms of Enterprise's release are set forth in a separate document (hereinafter the "Enterprise Release").

### **Terms and Conditions**

Releasors, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enter into this Release under the following terms and conditions:

1. Releasors release and discharge, and by these presents do for themselves, their heirs, executors, administrators and assigns, release, acquit and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their

agents, employees, servants, stockholders, partners, joint venturers, and any and all other persons, firms, associations, partnerships 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, losses of service, expenses, compensation, third party actions, suits at law or in equity or otherwise, specifically including claims or suits for joinders, for sole liability, contribution, indemnity or otherwise, of whatever nature, and all consequential damages on account of, or in any way arising out of any and all known and unknown personal injuries, death and/or property damage in any way connected with an incident which occurred on November 17, 2000, at or near SR 80 in Union Township, Clearfield County, Pennsylvania, and on account of which legal action was instituted by Repasky in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D.

In addition Repasky agrees to indemnify, defend and hold harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY from the claims of any subrogee, including any insurer which has paid, or which might pay in the future, any type of benefits as a result of or relating to the incidents upon which the aforementioned legal action is based. It is further understood and agreed that any claims, liens or causes of action asserted which arise from past or future payments of medical, income, rehabilitation, workers' compensation or other benefits provided by public or private sources, paid on behalf of Repasky, will be satisfied by Repasky out of the proceeds of this settlement, and Repasky hereby agrees to indemnify and save harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY in said regard, including from any and all costs and attorneys' fees related to any such claims, liens, or causes of action.

2. Notwithstanding the foregoing, Releasors and Releasee acknowledge that this Release is not intended as a release of any claims for contribution or indemnification as might otherwise arise in the event that legal action is commenced by Carlos Rivera (the passenger in Releasee's vehicle at the time of the Accident) or Releasee on account of bodily injuries and resulting damages sustained by either of those individuals in the Accident.

3. Following final execution of this General Release by Releasors, and of the Enterprise Release by Enterprise, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praecipe to Discontinue as provided for in paragraph 5 of this General Release, Releasee shall cause payment of Twenty-three Thousand (\$23,000) to be made to JAMES J. BRINK, as attorney for JOSEPH A. REPASKY and GREAT WEST CASUALTY COMPANY, in full satisfaction of Releasee's



settlement obligations to Releasors

4. Releasors hereby acknowledge and assume all risk, chance and hazard that the said injuries and damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement, which is not herein expressed, has been made to Releasors, and, in executing this Release, Releasors do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

5. Releasors understand that this settlement is the compromise of disputed claims, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, associations, partnerships and corporations hereby released, by whom liability is expressly denied.

6. Repasky shall deliver or cause to be delivered through his counsel a Praeceptum to Discontinue, with prejudice, all claims in the action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D. Releasors authorize the Praeceptum to Discontinue to be entered as a matter of record.

7. Releasors further understand and agree that neither the Releasors nor their attorneys or other representatives will in any way publicize or cause to be publicized in any news or communications media, including but not limited to, legal publications, newspapers, magazines, radio or television, the facts or terms and conditions of this settlement. This paragraph is intended to become part of the consideration of settlement of this claim.

8. Releasors have read this Release and the terms used herein, and the consequences thereof have been explained by their attorney, JAMES J. BRINK.

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

\_\_\_\_\_  
Joseph A. Repasky

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, personally appeared, JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

\_\_\_\_\_  
Notary Public

GREAT WEST CASUALTY COMPANY

\_\_\_\_\_  
Name:

Title:

**ACKNOWLEDGMENT**

STATE OF INDIANA

:  
:  
:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, personally appeared, \_\_\_\_\_, to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same.

\_\_\_\_\_  
Notary Public

\\ODMA\PCDOCS\DOCSLIB2\223598\4



# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 2, 2002

via facsimile & mail (713-880-6660)

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

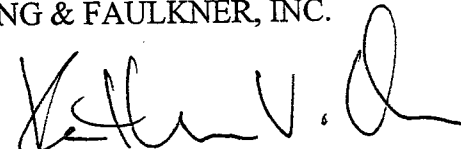
Dear Mr. Chapman:

Based on your assurances during our last telephone conversation, I expect that the revised Releases faxed to your attention on December 20, 2001 are agreeable to Enterprise. Attorney Brink has confirmed that the documents are suitable for signature by his clients. I would appreciate your confirming Enterprise's agreement as well so that we can finalize settlement.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb  
Enclosures

cc: James J. Brink, Esq. (via facsimile & mail 412-227-0961)  
Angy Poppenhusen, CISR - Enterprise Products Company (via facsimile & mail)  
John Pollich - State Farm (15-3031-476) w/enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)



**From:** "James Brink" <james.brink@att.net>  
**To:** "Katie Olive" <KATIOLIV@mcquaideblasko.com>  
**Date:** 1/4/02 10:49AM  
**Subject:** Re: Releases

I spoke to Toth yesterday re. the release. He said that everything is fine with them. If you could email me the final release, I can have Joe Repasky sign it this weekend since he will be in town. Thank you. jb



**From:** "James Brink" <james.brink@att.net>  
**To:** "Katie Oliver" <KATOLIV@mcquaideblasko.com>  
**Date:** 1/4/02 3:42PM  
**Subject:** Re: Release

Ok. I will forward the agreement to Repasky and Great West. Toth said he would try to contact you to indicate his approval of the release. jb

----- Original Message -----

**From:** "Katie Oliver" <KATOLIV@mcquaideblasko.com>  
**To:** <james.brink@att.net>  
**Sent:** Friday, January 04, 2002 3:21 PM  
**Subject:** Release

Based on your representation that Enterprise has signed off on the Release documents, I am attaching a copy of the Release for your clients as most recently revised. As you will note, I did change the date references to 2002.

I have not yet heard anything from Enterprise. As you know, the settlement is contingent on its participation as well, so that I will not be able to distribute any money until I have the fully signed Releases from both your clients and Enterprise.

I will try Scott Toth once again in an effort to obtain a signed Release on that end.

Thank you.

Katie Oliver  
McQuaide Blasko Law Offices





# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

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717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 8, 2002

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Chapman:

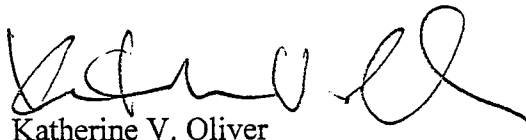
Enclosed please find two original copies of the Release for signature on behalf of Enterprise Products Company in the above referenced matter. Kindly have both copies fully executed and return one original to me in the enclosed self-addressed, stamped envelope. Upon my receipt of the fully executed Release from Enterprise, and the fully executed Release and Praecept to Discontinue from Joseph Repasky and Great West Casualty Company, I will arrange to have settlement drafts issued as set forth in the Releases.

Please do not hesitate to contact me with any questions you might have.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:



Katherine V. Oliver

KVO/klb

Enclosures

cc: John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

**RELEASE - PROPERTY DAMAGE ONLY**

**Nature of Dispute and Statement**

A. ENTERPRISE PRODUCTS COMPANY (hereinafter "Releasor") has made claims against LESLIE A. TRENTZ (hereinafter "Releasee"), for property damages, including, but not limited to, environmental clean-up and remedial costs, allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Claims have also been made against Releasee by JOSEPH A. REPASKY ("Repasky") on account of the Accident. Repasky has instituted legal action in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage;

C. GREAT WEST CASUALTY COMPANY ("Great West"), an insurer for Repasky, has also asserted a claim for property damage allegedly arising from the Accident;

D. Releasor, Repasky, Great West, and Releasee have agreed that it would be in their best interests to fully, finally, and forever settle all claims and causes of action of Releasor, Repasky and Great West arising from the Accident;

E. Releasee has offered, and Releasor, Repasky and Great West have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasor, Repasky and Great West. Releasor, Repasky and Great West have agreed to an apportionment of the settlement amount between them, such that Twenty-seven Thousand Dollars (\$27,000) will be paid to Releasor, and Twenty-three Thousand Dollars (\$23,000) will be paid jointly to REPASKY and GREAT WEST.

F. The terms of Repasky and Great West's General Release are set forth in a separate document (hereinafter the "Repasky/Great West Release").

**Terms and Conditions**

Releasor, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enters into this Release under the following terms and conditions:

1. Releasor does hereby release and forever discharge LESLIE A. TRENTZ

and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE, past, present, and future, including, but not limited to damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

2. Following final execution of this Release by Releasor, and of the Repasky/Great West Release by the signatories thereto, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praeipue to Discontinue as provided for in paragraph 5 of the Repasky/Great West Release, Releasee shall cause payment of Twenty-seven Thousand Dollars (\$27,000) to be made to ENTERPRISE PRODUCTS COMPANY, in full satisfaction of Releasee's settlement obligations to Releasor.

3. It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

WITNESS:

ENTERPRISE PRODUCTS COMPANY

By: \_\_\_\_\_  
Name: Frank Chapman  
Title: Vice President Risk Management



# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 16, 2002

via facsimile & mail (412- 227-0964)  
James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

In Re: Joseph A. Repasky vs. Leslie A. Trentz  
Docket No: 01 - 1287 - C.D. (Clearfield County)

Dear Mr. Brink:

Thank you for the signed Releases on behalf of your clients, Joseph Repasky and Great Western Insurance Company. I have the settlement checks on behalf of my client, which I will distribute upon my receipt of the final settlement documents.

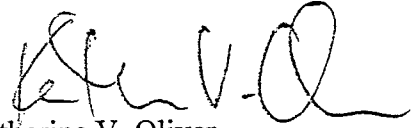
At this point, I am waiting for the signed Release from Enterprise. Additionally, you did not include an executed Praecipe to Discontinue with the Releases recently forwarded. Another copy of the blank Praecipe is enclosed herewith for your convenience. Please sign the Praecipe and forward it to me so that I can file it with the Court.

Thank you anticipated courtesy and cooperation with this matter.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosure

cc: Scott Toth - Enterprise Products w/o enc  
Leslie Trentz w/o enc  
John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Rues Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)





JAMES J. BRINK  
ATTORNEY AT LAW

SUITE 220, LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

TELEPHONE 412.227.0961  
FACSIMILE 412.227.0964  
EMAIL BRINKLAW@ATT.NET

January 17, 2002

Katherine V. Oliver, Esq.  
MCQUAIDE BLASKO  
811 University Drive  
State College, PA 16801-6699

Re: *Repasky v. Trent*

Dear Katherine:

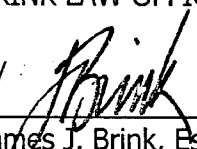
I have enclosed the praecipe to discontinue this matter. Hopefully, we can get the release back from Enterprise and finish this matter.

Please call me if you have any questions.

Very truly yours,

BRINK LAW OFFICES

By

  
James J. Brink, Esq.

JJB/ep

Enc.

cc: Matthew Shupe, Esq.  
Joseph Repasky





ENTERPRISE PRODUCTIONS COMPANY  
P.O. BOX 4324  
HOUSTON, TEXAS 77210-4324  
713/880-6500

**ENTERPRISE®**

January 11, 2002



Ms. Katherine V. Oliver  
McQuaide Blasko  
811 University Drive  
State College, PA 16801-6699

<b>RE:</b>	<b>Your Client:</b>	<b>Leslie Trentz</b>
	<b>Our File:</b>	<b>ET 10695ALX</b>
	<b>Date of Loss:</b>	<b>November 17, 2000</b>

Dear Ms. Oliver:

Enclosed please find the fully executed release in this matter. Note that Mr. Chapman has made some minor revisions to the wording of the release. I hope this meets with your acceptance. If it does not, contact the undersigned immediately. Otherwise we anticipate receipt of the check in settlement of this matter.

Respectfully:

Scott L. Toth  
Senior Claims Coordinator  
Corporate Risk Department  
(713) 880-6673  
(713) 880-6560 fax  
e-mail: stoth@eprod.com

Enclosure

**RELEASE - PROPERTY DAMAGE ONLY**

**Nature of Dispute and Statement**

A. ENTERPRISE PRODUCTS COMPANY (hereinafter "Releasor") has made claims against LESLIE A. TRENTZ (hereinafter "Releasee"), for property damages, including, but not limited to, environmental clean-up and remedial costs, allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Claims have also been made against Releasee by JOSEPH A. REPASKY ("Repasky") on account of the Accident. Repasky has instituted legal action in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage;

C. GREAT WEST CASUALTY COMPANY ("Great West"), an insurer for Repasky, has also asserted a claim for property damage allegedly arising from the Accident;

D. Releasor, Repasky, Great West, and Releasee have agreed that it would be in their best interests to fully, finally, and forever settle all claims and causes of action of Releasor, Repasky and Great West arising from the Accident;

E. Releasee has offered, and Releasor, Repasky and Great West have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasor, Repasky and Great West. Releasor, Repasky and Great West have agreed to an apportionment of the settlement amount between them, such that Twenty-seven Thousand Dollars (\$27,000) will be paid to Releasor, and Twenty-three Thousand Dollars (\$23,000) will be paid jointly to REPASKY and GREAT WEST. REPASKY ALSO RELEASES RELEASEE FOR SAID ALLEGED BODILY INJURY CLAIM.

F. The terms of Repasky and Great West's General Release are set forth in a separate document (hereinafter the "Repasky/Great West Release").

**Terms and Conditions**

Releasor, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enters into this Release under the following terms and conditions:

1. Releasor does hereby release and forever discharge LESLIE A. TRENTZ

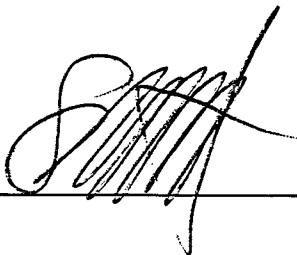
and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE, <sup>ONLY FAC</sup> past, present, and future, including, but not limited to <sup>PROPERTY FAC</sup> damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

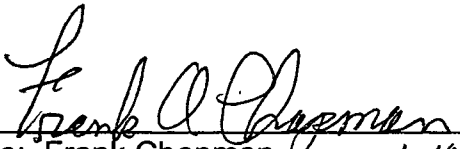
2. Following final execution of this Release by Releasor, and of the Repasky/Great West Release by the signatories thereto, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praecept to Discontinue as provided for in paragraph 5 of the Repasky/Great West Release, Releasee shall cause payment of Twenty-seven Thousand Dollars (\$27,000) to be made to ENTERPRISE PRODUCTS COMPANY, in full satisfaction of Releasee's settlement obligations to Releasor.

3. It is understood and agreed that this is a settlement and compromise of a doubtful and disputed <sup>FAC, PROPERTY</sup> claim <sup>ONLY FAC</sup> and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

WITNESS:

ENTERPRISE PRODUCTS COMPANY



By:   
Name: Frank Chapman 1-10-02  
Title: Vice President Risk Management

# McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

January 18, 2002

Scott Toth  
Corporate Claims Coordinator  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Toth:

Thank you for your correspondence of January 11, 2002, which I just received today. Mr. Chapman's unilateral revisions to the Release are not acceptable. In your last voice mail message to me, you assured me that the Releases as forwarded on December 13 and 20, 2001 were agreeable to Enterprise, and that you had authority to approve of the Releases on behalf of Enterprise. I also understood that you made this representation to Attorney James Brink.

Enclosed is another copy of the Release previously agreed to by all parties for signature by Enterprise. Please have the Release duly executed and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosures

cc: James J. Brink, Esq. w/o enc  
John Pollich - State Farm (15-3031-476) w/o enc

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Horne Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
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John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

## **RELEASE - PROPERTY DAMAGE ONLY**

### **Nature of Dispute and Statement**

A. ENTERPRISE PRODUCTS COMPANY (hereinafter "Releasor") has made claims against LESLIE A. TRENTZ (hereinafter "Releasee"), for property damages, including, but not limited to, environmental clean-up and remedial costs, allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 80 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Claims have also been made against Releasee by JOSEPH A. REPASKY ("Repasky") on account of the Accident. Repasky has instituted legal action in the Court of Common Pleas of Clearfield County, Pennsylvania at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage;

C. GREAT WEST CASUALTY COMPANY ("Great West"), an insurer for Repasky, has also asserted a claim for property damage allegedly arising from the Accident;

D. Releasor, Repasky, Great West, and Releasee have agreed that it would be in their best interests to fully, finally, and forever settle all claims and causes of action of Releasor, Repasky and Great West arising from the Accident;

E. Releasee has offered, and Releasor, Repasky and Great West have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasor, Repasky and Great West. Releasor, Repasky and Great West have agreed to an apportionment of the settlement amount between them, such that Twenty-seven Thousand Dollars (\$27,000) will be paid to Releasor, and Twenty-three Thousand Dollars (\$23,000) will be paid jointly to REPASKY and GREAT WEST.

F. The terms of Repasky and Great West's General Release are set forth in a separate document (hereinafter the "Repasky/Great West Release").

### **Terms and Conditions**

Releasor, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enters into this Release under the following terms and conditions:

1. Releasor does hereby release and forever discharge LESLIE A. TRENTZ

and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE, past, present, and future, including, but not limited to damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

2. Following final execution of this Release by Releasor, and of the Repasky/Great West Release by the signatories thereto, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praeceptum to Discontinue as provided for in paragraph 5 of the Repasky/Great West Release, Releasee shall cause payment of Twenty-seven Thousand Dollars (\$27,000) to be made to ENTERPRISE PRODUCTS COMPANY, in full satisfaction of Releasee's settlement obligations to Releasor.

3. It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

WITNESS:

ENTERPRISE PRODUCTS COMPANY

By: \_\_\_\_\_

Name: Frank Chapman

Title: Vice President Risk Management





**From:** Frank Chapman <FChapman@eprod.com>  
**To:** "Kathrine V. Oliver, Atty McQ-B, Ste Col, Penn" <kvoliver@mcquaideblasko.com>  
**Date:** 2/6/02 8:19PM  
**Subject:** : Rapasky vs. Trentz & Signed Enterprise release for property damage only.: Scanned Documents (second attempt-e-mail address correction)

As a follow-up to our receipt of the attached "Brink" letter and our subsequent short phone conversation this evening, we have also attached the "signed release" in question. Our settlement agreement with the Defendant was, is and always has been consummated on the basis that the release would clearly / solely pertain to a release for property damage only. Granted, the header is titled "RELEASE-PROPERTY DAMAGE ONLY" but the body of the agreement, in our opinion, was not clear enough for Enterprise to eliminate the potential of "release challenges" and misinterpretation / misunderstanding by any party. Also paragraph E and 2, discussion of the Rapasky and Great West "release", gave us some concern since we have not had the privilege of seeing the release executed by Rapasky and Great West.

In our initial discussion and questioning of the first release, it was your proposed / recommended we make the necessary changes and return as you had other pressing matters at hand and wanted to resolve this matter ASAP. However, from our perspective, since the release wording, as put forth at that time, would have required a total rewrite, we chose to have you prepare and resubmit for consideration. Subsequently, you did and we did. Thus, to further expedite and clear up any concerns from our POV, we chose to make the necessary changes, initial, sign and send back.

Our intent is to be absolutely and unequivocally clear that we (Enterprise, Rapasky and our insurers), are in no way releasing the "Releasees" from anything other than property damage, excepting Rapasky additional release of the Releasees from any alleged injuries of Rapasky. We are sure you, your client and State farm clearly recognize that the claimants in this case have each suffered substantial disproportionate property loss.

We would certainly prefer there be no conflicts between us or proliferated litigation, as our interest and intent appear, at this time, to be mutual i.e. the amicable finalization of a claim for property damage only. We trust you will concur and also appreciate our position. If we have perhaps offended you in some manner by our methods for a speedy solution or for seemingly, not communicating before returning the signed release then, we respectfully offer our apologies.

I have discussed this matter with Mr. Brink who fully understands and concurs with our position and is quite prepared to further address the issues. However, as far as we are concerned at this point, the release has been properly and timely executed and the matter is settled. We respectfully await your clients insurers check, to consummate the settlement. We trust it will be made payable to Enterprise Products Company in full and final settlement of all claims for "property damage only".

Please advise us of your position at the earliest.

Sincerely,  
Frank A. Chapman  
VP Risk Mgmt  
Enterprise Products Company (EPCO)

Enterprise Transportation Company (ETC)  
Enterprise Products Partners LP (EPD)  
Enterprise Products Operating LP (EPOLP)  
Corporate Risk Mgmt. dept.  
PO Box 4324, Houston Tx, USA 77210  
2727 North loop West, Houston, Tx 77008  
Direct #713-880-6658  
FAX#713-880-6660  
Page#1-800-778-4176  
Cell #713-501-4104  
e-mail # fchapman@eprod.com  
Visit our web site: www.epplp.com

**CC:** "James J. Brink, Atty BLO, Pitts Penn" <james.brink@att.net>



## McQUAIDE BLASKO

ATTORNEYS AT LAW

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hershey, Pennsylvania 17033-2903

814-238-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193  
www.mcquaideblasko.com

February 11, 2002

via facsimile & mail (713-880-6660)

Frank Chapman  
Vice President of Corporate Risk  
Enterprise Products Company  
PO Box 4324  
Houston, TX 77210-4324

Claim No: ET10695ALX  
Claimant: Enterprise Products Company  
D/L: 11-17-2000

Dear Mr. Chapman:

Attached hereto is yet another proposed Release for signature on behalf of Enterprise. It remains our position that the Releases previously forwarded, both the Repasky/Great West and Enterprise Releases, were expressly approved on behalf of Enterprise by Mr. Scott Toth, and that Enterprise is bound to sign the Release it previously approved without alterations.. Suffice it to say that I disagree with your e-mail correspondence of February 6, 2002, both with respect to the chronology of events leading up to the issues at hand and with respect to the position taken by Enterprise. Nonetheless, for purposes of amicably resolving the issues that arose after Enterprise's unilateral attempt to alter the previously approved Releases, I propose the attached Release. We will, of course, need the agreement of Attorney Brink on behalf of his clients as well.

The actual release language in attached is in large part taken from the previous Release approved by Enterprise. The attached draft omits the background language regarding the "Nature of Dispute and Statement." Given that this portion of the document seemed to be most troublesome to you, I expect that the attached will be satisfactory.

One thing that concerns me based on your attempted changes to the Release and your recent e-mail correspondence is your assertion that Repasky and Great West are releasing only property damage claims. This is incorrect. While I agree that Enterprise has only agreed to a property damage release of any claims it may have, which would include claims relating to environmental clean-up and remedial costs, the terms of the Great West/Repasky Release are that all claims (except those specifically excluded at the request of Mr. Scott Toth of Enterprise) are released. This is simply nonnegotiable, and has been accepted by all parties.

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko Thomas E. Schwartz Grant H. Fleming R. Mark Faulkner David M. Weixel Steven S. Hurvitz James M. Home Wendell V. Courtney Darryl R. Slimak Mark Righter Daniel E. Bright  
Paul J. Tomczuk Janine C. Gismondi Maureen A. Gallagher John A. Snyder April C. Simpson Allen P. Neely Charles Eppolito, III Katherine V. Oliver Katherine M. Allen  
Wayne L. Mowery, Jr. Pamela A. Ruest Michelle S. Katz Ashley Himes Kranich Chena L. Glenn-Hart Richard K. Laws John H. Taylor Michael J. Mohr Livinia N. Jones

John G. Love (1893-1966) Roy Wilkinson, Jr. (1915-1995) Delbert J. McQuaide (1936-1997)

February 11, 2002

Page 2

I trust that the attached will be suitable. By copy of this letter, I am asking that Attorney Brink indicate his agreement to the same to me in writing. Assuming that the Release is acceptable to Enterprise, please have it signed and witnessed and return it to me in the enclosed self-addressed, stamped envelope. Upon my receipt of the fully executed Release, I will forward the settlement checks and file the Praecept to Discontinue previously forwarded to me by Attorney Brink.


In the alternative, if Enterprise will not agree to resolve the current issues in the manner proposed, please communicate Enterprise's position in this regard to me in writing.

Thank you for your time and attention to this matter.

Very truly yours,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:

  
Katherine V. Oliver

KVO/klb

Enclosures

cc: James J. Brink, Esq. w/enc (via facsimile & mail 412-227-0964)

**RELEASE - PROPERTY DAMAGE ONLY**

For and in consideration of the sum of Twenty-seven Thousand Dollars (\$27,000), Enterprise Products Company does hereby release and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE only, past, present, and future, including, but not limited to damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

The terms of this Release are contractual and not a mere recital.

WITNESS:

ENTERPRISE PRODUCTS COMPANY

By: \_\_\_\_\_

Name: Frank Chapman

Title: Vice President Risk Management



**From:** Frank Chapman <FChapman@eprod.com>  
**To:** "Kathrine V. Oliver, Atty McQ-B, Ste Col, Penn" <kvoliver@mcquaideblasko.com>  
**Date:** 2/11/02 7:32PM  
**Subject:** Oliver Scanned letter / Documents Rapasky et al vs Trentz

As to your attached letter, as respects to what we agreed or disagreed on, I will not argue the issue or validity of your comments, at this time. We will simply agree, to disagree. Any further arguments will need to be reserved for a different venue.

As to what liabilities Rapasky and Great West have independently agreed to release your client from and since I have not been privileged to a copy of the executed release, I can only comment on what has been explained to me by Mr. Brink. Furthermore, based upon our previous discussion with Great West and Mr. Brink, we are confident that neither Mr. Brink, Mr. Rapasky, nor our Insurer, Great West would have approved of and executed a release of "all claims" that may have prejudiced our coverage or exposed Enterprise to liability.

However, since you have now raised the issue, in the third paragraph of your latest letter, as to exactly the broadness of the release by Rapasky / Great West, perhaps you or Mr. Brink would be so kind to also share a copy with Enterprise for our overall consideration.

Sincerely,  
FAC  
Frank A. Chapman  
VP Risk Mgmt  
Enterprise Products Company (EPCO)  
Enterprise Transportation Company (ETC)  
Enterprise Products Partners LP (EPD)  
Enterprise Products Operating LP (EPOLP)  
Corporate Risk Mgmt. dept.  
PO Box 4324, Houston Tx, USA 77210  
2727 North loop West, Houston, Tx 77008  
Direct #713-880-6658  
FAX#713-880-6660  
Page#1-800-778-4176  
Cell #713-501-4104  
e-mail # fchapman@eprod.com  
Visit our web site: www.epplp.com

**CC:** "James J. Brink, Atty BLO, Pitts Penn" <james.brink@att.net>





**From:** "James Brink" <james.brink@att.net>  
**To:** "Katie Oliver" <KATOLIV@mcquaideblasko.com>, <FChapman@eprod.com>  
**Date:** 2/19/02 8:58PM  
**Subject:** Re: Rapasky et al vs. Trentz & Enterprise and Property onlyRelease Scanned Documents

Frank and Katherine: If I were not involved in this matter, but rather a third party standing on the sidelines, your continuous shots at each other would be rather amusing. However, I do have an interest in this matter because the settlement funds to which we agreed has not been paid to my clients for two months.

Katherine: You are going to have to give in a little. I cannot understand why State Farm is toying with the language in the release. We all know that a potential personal injury case is pending and that if Enterprise is named, indemnity will be asserted against Trentz' BI policy. Why don't you just say this and get it over with? Nobody intended for this settlement to release Trentz for BI indemnity pertaining to her passenger. As a matter of fact, Toth or Frank brought the passenger's claim to our attention in the first place.

Frank: Either Glidewell or Toth, or both, read and ACCEPTED Repasky and Great West's releases prior to either of my clients signing them. Katherine and I have the correspondence and emails indicating such. As a matter of fact, adding the language Toth required took well over a month to accomplish. To now assert that Enterprise will not honor language to which it previously agreed is disingenuous. Moreover, the caselaw is quite clear in Pennsylvania that a party, or an interested non-party, will be compelled to honor its agreements, whether written or oral.

Since you two cannot agree to the simple language in the release, I have asked Judge Riley of the Clearfield County Court of Common Pleas to intervene in your dispute. I have filed a rule to show cause and a motion to enforce the settlement agreement. I was told by the court administrator that a rule will be issued and a hearing date set. I should have the date tomorrow and will serve the rule accordingly. As a preview, both of you should know that I have requested my client's costs and attorney's fees for pursuing the rule. This case should have never come to this and I think that any judge will find that both of you are not acting in good faith.

I respectfully submit that I think your respective egos are hindering an otherwise vanilla settlement of a rather mundane fender bender. I just hope that you two can resolve your differences on a professional level and get the job done.

jbrink

----- Original Message -----

From: "Katie Oliver" <KATOLIV@mcquaideblasko.com>  
To: <FChapman@eprod.com>  
Cc: <james.brink@att.net>  
Sent: Tuesday, February 19, 2002 4:54 PM  
Subject: Re: Rapasky et al vs. Trentz & Enterprise and Property onlyRelease Scanned Documents

Dear Mr. Chapman,

I have not been able to read any of the attachments that you have forwarded with your e-mail concerning this matter. Please forward copies of the attachments to your most recent e-mail either via fax or mail so that I can consider them.

Thank you.

Katie Oliver  
McQuaide Blasko Law Offices



**From:** Katie Oliver  
**To:** Frank Chapman  
**Date:** 2/20/02 3:35PM  
**Subject:** Releases

Dear Mr. Chapman,

Thank you for faxing me the documents as I requested. I am not sure what, exactly, you are asking me to consider. If your proposal is to change the last Enterprise release that I forwarded to you to add the word "property" in the left margin where indicated, I will agree to this change.

I am not sure what you intended by marking up the already signed Repasky/Great West documents. I believe that these documents are in order, and clearly state that indemnity/contribution on any bodily injury claims as may be raised by Trentz and/or her passenger are not released. The documents have been signed by the releasors thereunder, as well as approved by their attorney.

If you want to conclude the settlement by signing the Enterprise release with your revision as noted above, please so advise me. If Attorney Brink will also agree to your revision, which I assume that he will, then I can send you a "clean" copy of the Release for signature.

Thank you.

Katie Oliver  
McQuaide Blasko Law Offices

**CC:** James.Brink@att.net



# Enterprise Products Company

P. O. Box 4324

Houston, TX 77210-4324

(713) 880-6500

## Corporate Risk Department

# FAX

**To:** Ms. Katherine Oliver

**From:** Frank Chapman

**Company:** McQuaide Blasko

**Fax:** (713) 880-6660

**Fax:** 814-234-5620

**Phone:** (713) 880-6659

**Date:** 02/19/02

**cc:**

**Pages:** 9 Including Cover Sheet

**Re:** Rapasky et al vs. Trentz & Enterprise and Property only Release Scanned Documents

☐ Urgent    ☐ Action    ☐ Please Comment    ☐ Please Reply    ☐ Please Review

Dear Katherine,

Please note the attached proposed for your review. Also, thank you for sending us a copy of the attached Rapasky release.

Sincerely,  
Frank A Chapman

The information contained in this FACSIMILE is confidential and/or privileged. This FACSIMILE is intended to be reviewed initially by the individual named above only. If the reader of this transmittal sheet is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FACSIMILE or the information contained herein is prohibited. If you have received this FACSIMILE in error, please notify the sender immediately by telephone at the number shown under this notice, and return the facsimile by mail to the sender at the address shown above. Thank you.

**Frank Chapman**

---

**From:** Frank Chapman  
**Sent:** Tuesday, February 19, 2002 12:42 PM  
**To:** 'Kathrine V. Oliver, Atty McQ-B, Ste Col, Penn'  
**Cc:** 'James J. Brink, Atty BLO, Pitts Penn'  
**Subject:** Rapasky et al vs. Trentz & Enterprise and Property only Release Scanned Documents



19071030.tif

Please note the attached proposed for your review. Also, thank you for sending us a copy of the attached Rapasky release.

Advise,  
FAC

FEB. 11. 2002 12:02PM MCQUAIDE BLASKO

NO. 218 P. 4/4

**RELEASE - PROPERTY DAMAGE ONLY**

*PROPERTY  
LOC*

For and in consideration of the sum of Twenty-seven Thousand Dollars (\$27,000), Enterprise Products Company does hereby release and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their heirs, executors, administrators, successors, assigns and insurers, and their respective agents, servants, and employees, from any and all claims, causes of action and demands for PROPERTY DAMAGE only; past, present, and future, including, but not limited to damages for environmental clean up and remedial costs, arising from an automobile accident that took place on November 17, 2000, on SR 80 at or near Union Township in Clearfield County, Pennsylvania.

It is understood and agreed that this is a settlement and compromise of a doubtful and disputed claim and that the payment of the consideration referenced herein is not to be considered as an admission of liability, which liability is expressly denied.

The terms of this Release are contractual and not a mere recital.

WITNESS:

ENTERPRISE PRODUCTS COMPANY

By: \_\_\_\_\_  
Name: Frank Chapman  
Title: Vice President Risk Management



FEB. 12. 2002 12:51PM MCQUAIDE BLASKO

NO. 242 P. 1/6

**MCQUAIDE BLASKO****ATTORNEYS AT LAW**

811 University Drive, State College, Pennsylvania 16801-6699  
600 Centerview Drive • M.C. A560 • Suite 5103, Hombey, Pennsylvania 17033-2903

814-235-4926 FAX 814-234-5620  
717-531-1199 FAX 717-531-1193

**FACSIMILE TRANSMITTAL**

**Date:** February 12, 2002  
**To:** Frank A. Chapman, Vice President of Risk Management  
**From:** Katherine V. Oliver, Esquire  
**In Re:** Repasky v. Trentz  
**Fax #:** 713-880-5660

**Client/Matter #:** 2100-2263

**Number of pages (including cover page):** Six (6)

**Original to follow:** No **Via:** N/A

*If you have not received all pages of this facsimile,  
please call Karen B. at 814-235-2240. Thank you.*

**Message:** Dear Mr. Chapman: Attached is a copy of the General Release signed by Joseph Repasky and Great West Casualty Company that you requested. KVB

THE DOCUMENTS ACCOMPANYING THIS FACSIMILE MESSAGE CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE RECIPIENT. YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING OR DISTRIBUTION FOR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE CALL AND RETURN THE FACSIMILE MESSAGE TO US AT THE ADDRESS ABOVE VIA U.S. POSTAL SERVICE. THANK YOU.

February 12, 2002

FEB.12.2002 12:51PM MCGUAIDE BLASKO

NO.242 P.2/6

GENERAL RELEASE

THIS INSTRUMENT is executed this 07 day of January, 2002, by JOSEPH A. REPASKY ("Repasky") and GREAT WEST CASUALTY COMPANY ("Great West"), hereinafter collectively referred to as "Releasors."

Nature of Dispute and Statement

A. Releasors have made claims against LESLIE A. TRENTZ (hereinafter "Releasee") for damages allegedly arising from an automobile accident that occurred on or about November 17, 2000 on SR 50 at or near Union Township in Clearfield County, Pennsylvania (hereinafter the "Accident");

B. Repasky has instituted legal action on account of the Accident in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 01-1287-C.D. (the "Legal Action") seeking alleged damages for bodily injury and property damage, including but not limited to, alleged wage loss damages;

C. Great West, an insurer for Repasky, has asserted a claim for property damage allegedly arising from the Accident;

D. ENTERPRISE PRODUCTS COMPANY ("Enterprise") has also asserted claims for alleged property damages incurred as a result of the Accident;

E. Releasors, Enterprise, and Releasee have agreed that it would be in their best interests to fully, finally and forever settle all claims and causes of action of Releasors and Enterprise; NOT TRUE

F. Releasee has offered, and Releasors and Enterprise have accepted, the total sum of Fifty Thousand Dollars (\$50,000) in full settlement of the combined claims of Releasors and Enterprise. Releasors and Enterprise have agreed to an apportionment of the settlement amount between them, such that Twenty-three Thousand (\$23,000) will be paid to Releasors, and Twenty-seven Thousand (\$27,000) will be paid to ENTERPRISE.

G. The terms of Enterprise's release are set forth in a separate document (hereinafter the "Enterprise Release").

Terms and Conditions

Releasors, in consideration of the promises and considerations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, enter into this Release under the following terms and conditions:

1. Releasors release and discharge, and by these presents do for themselves, their heirs, executors, administrators and assigns, release, acquit and forever discharge LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, and their agents, employees, servants, stockholders, partners, joint venturers, and any and all other persons, firms, associations, partnerships and corporations, whether herein named or referred

MISS STATEMENT  
By  
RELEASEE

FEB.12.2002 12:52PM MCQUAIDE BLASKO

NO.242 P.3/6

to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, losses of service, expenses, compensation, third party actions, suits at law or in equity or otherwise, specifically including claims or suits for joinders, for sole liability, contribution, indemnity or otherwise, of whatever nature, and all consequential damages on account of, or in any way arising out of any and all known and unknown personal injuries, death and/or property damage in any way connected with an incident which occurred on November 17, 2000, at or near SR 80 in Union Township, Clearfield County, Pennsylvania, and on account of which legal action was instituted by Repasky in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D.

★ → In addition Repasky agrees to indemnify, defend and hold harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY from the claims of any subrogee, including any insurer which has paid, or which might pay in the future, any type of benefits as a result of or relating to the incidents upon which the aforementioned legal action is based. It is further understood and agreed that any claims, liens or causes of action asserted which arise from past or future payments of medical, income, rehabilitation, workers' compensation or other benefits provided by public or private sources, paid on behalf of Repasky, will be satisfied by Repasky out of the proceeds of this settlement, and Repasky hereby agrees to indemnify and save harmless LESLIE A. TRENTZ and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY in said regard, including from any and all costs and attorneys' fees related to any such claims, liens, or causes of action.

★ ② Notwithstanding the foregoing, Releasors and Releasee acknowledge that this Release is not intended as a release of any claims for contribution or indemnification as might otherwise arise in the event that legal action is commenced by Carlos Rivera (the passenger in Releasee's vehicle at the time of the Accident) or Releasee on account of bodily injuries and resulting damages sustained by either of those individuals in the Accident.

★ ③ Following final execution of this General Release by Releasors, and of the Enterprise Release by Enterprise, and the delivery of original copies of both fully executed Releases to Releasee's counsel of record, along with a fully executed Praecipe to Discontinue as provided for in paragraph 5 of this General Release, Releasee shall cause payment of Twenty-three Thousand (\$23,000) to be made to JAMES J. BRINK, as attorney for JOSEPH A. REPASKY and GREAT WEST CASUALTY COMPANY, in full satisfaction of Releasee's settlement obligations to Releasors.

4. Releasors hereby acknowledge and assume all risk, chance and hazard that the said injuries and damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. No promise or inducement, which is not herein expressed, has been made to Releasors, and, in executing this Release, Releasors do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

5. Releasors understand that this settlement is the compromise of disputed claims, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, associations, partnerships and corporations hereby released, by whom liability is expressly denied.

6. Repasky shall deliver or cause to be delivered through his counsel a Praecipe to Discontinue, with prejudice, all claims in the action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 01-1287-C.D. Releasors authorize the Praecipe to Discontinue to be entered as a matter of record.

7. Releasors further understand and agree that neither the Releasors nor their attorneys or other representatives will in any way publicize or cause to be publicized in any news or communications media, including but not limited to, legal publications, newspapers,

FEB. 12. 2002 12:52PM MCQUAIDE BLASKO

NO. 242 P. 4/6

magazines, radio or television, the facts or terms and conditions of this settlement. This paragraph is intended to become part of the consideration of settlement of this claim.

8. Releasors have read this Release and the terms used herein, and the consequences thereof have been explained by their attorney, JAMES J. BRINK.

FEB. 12. 2002 12:52PM NCQUAIDE BL/RSKO

NO. 242 P. 5/6

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

Joseph A. Repasky

ACKNOWLEDGMENT

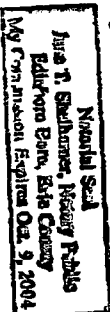
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Erie

On this 24 day of January, 2002, before me, personally appeared,

JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

Notary Public



GREAT WEST CASUALTY COMPANY

Name:  
Title:

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF

On this day of 2002, before me, personally appeared,

to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same.

Notary Public

:00MARPC00CSID0CSLJB2235894

EXECUTED the day and year first above written.

READ CAREFULLY BEFORE SIGNING

Joseph A. Repasky

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, personally appeared,  
JOSEPH A. REPASKY, to me known to be the person described herein, and who executed the  
foregoing instrument and acknowledged that he voluntarily executed the same.

Notary Public

GREAT WEST CASUALTY COMPANY

Matthew J. Shupe  
Name: Matthew T. Shupe  
Title: Regional Counsel

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Monroe

On this 10<sup>th</sup> day of January, 2002, before me, personally appeared,  
Matthew T. Shupe, to me known to be the person described herein, and who executed  
the foregoing instrument and acknowledged that he/she voluntarily executed the same.

Olivia Garwood  
Notary Public

;;ODJMANPCDCCSIDOCSELE21223559V4

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

No. 01 - 1287 - C.D.

Type of Document:  
*Praecipe for Discontinuance*

Filed on Behalf of Defendant

Counsel of Record for This Party:  
Katherine V. Oliver, Esquire  
P.A. Id. No. 77069  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

**FILED**

APR 17 2002

William A. Shaw  
Prothonotary

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

JOSEPH A. REPASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

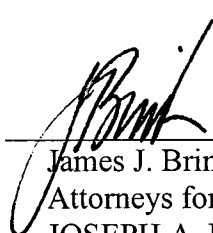
**PRAECIPE FOR DISCONTINUANCE**

TO THE PROTHONOTARY

Please mark all claims in the above entitled matter as SETTLED, ENDED, and  
DISCONTINUED, WITH PREJUDICE.

Respectfully submitted,

By: \_\_\_\_\_

  
James J. Brink, Esquire  
Attorneys for Plaintiff  
JOSEPH A. REPASKY  
428 Forbes Avenue  
Lawyers Building Suite 220  
Pittsburgh, PA 15219  
(412) 227-0961  
Fax: (412) 227-0964

Dated: 1-17-02



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

JOSEPH A. REFASKY,

Plaintiff,

vs.

LESLIE A. TRENTZ,

Defendant.

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No. 01 - 1287 - C.D.

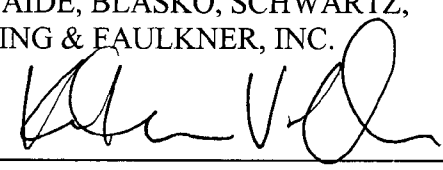
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Praecipe for Discontinuance in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 15<sup>th</sup> day of April, 2000 to the attorney(s) of record:

James J. Brink, Esquire  
Lawyers Building Suite 220  
428 Forbes Avenue  
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

  
Katherine V. Oliver  
Attorneys for Defendant  
LESLIE A. TRENTZ  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED

APR 17 2002

m 10:48 | no cc  
William A. Shaw  
Prothonotary

Cont. Dis to

Att, Oliver

Copy CA E/10

COPY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Joseph A. Repasky

Vs.  
Leslie A. Trentz

No. 2001-01287-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 17, 2002 marked:

Settled, Ended and Discontinued with Prejudice.

Record costs in the sum of \$89.00 have been paid in full by James Brink, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of April A.D. 2002.

---

William A. Shaw, Prothonotary