

02-1257-CD
RANDALL E. HUTCHINSON -vs- PILOT CORPORATION

Date: 1/6/2010

Time: 11:03 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

User: LMILLER

Case: 2002-01257-CD

Current Judge: Fredric Joseph Ammerman

Randall E. Hutchinson vs. Pilot Corporation

Civil Other

Date		Judge
8/13/2002	X Filing: Civil Complaint Paid by: DuBois, Jeffrey S. (attorney for Hutchinson, Randall E) Receipt number: 1847003 Dated: 08/13/2002 Amount: \$80.00 (Check) 1 CC to Sheriff. 2 CC Atty.	No Judge
9/20/2002	X Sheriff Return of Service filed. X Now August 15, 2002, served complaint on Pilot Corp.	No Judge
8/18/2004	X Praecipe For Entry of Appearance, filed on behalf of defendant Pilot Corporation, filed by /s Tracey G. Benson, Esq. Certificate For Entry of Appearance served upon Jeffrey S. DuBois by First Class Mail. No CC.	No Judge
8/19/2004	X Certificate of Service, Praecipe for Entry of Appearance, on Jeffrey S. DuBois, filed by s/Renee R. Lawrence, No cc	No Judge
9/8/2004	X Notice of Service of Interrogatories, filed by Atty. Benson X Served two copies of Defendant Pilot Corp. First set of Interrogatories to Atty. DuBois	No Judge
10/6/2004	X Answer and New Matter , and Notice to Plead to the New Matter within 20 days, filed by s/ Tracey G. Benson, Esquire. Certificate of Service, First Class U.S. Mail, upon Jeffrey S. DuBois. 2 CC Atty. Benson	No Judge
4/4/2005	X Motion to Compel Discovery Responses from Plaintiff, filed by s/Tracey G. Benson One CC Attorney Benson	No Judge
4/5/2005	X Order, AND NOW, this 5th day of April, 2005, upon consideration of Defendant Pilot Corporation's Motion to Compel Discovery Responses from Plaintiff, it is ORDERED that said motion is GRANTED. Plaintiff shall provide full and complete answers to Defendant's First Set of Interrogatories to Plaintiff, and the Request for Production of Documents to Plaintiff within 20 days from the date of this order. BY THE COURT: /s/ Fredric J. Ammerman, Judge. 1CC Atty Benson	Fredric Joseph Ammerman
3/3/2005	X Certificate of Service, filed. Served a true and correct copy of the within X Answers to Interrogatories, and Response to Production of Documents to Tracey G. Beson Esquire on July 15, 2005 filed by s/ Jeffrey S. DuBois Esquire. 2CC Atty	Fredric Joseph Ammerman
10/13/2009	X Defendant's Petition to Enforce Settlement Agreement, filed by s/Tracey Benson, Esq. One CC Attorney Benson	Fredric Joseph Ammerman
10/19/2009	X Order, this 19th day of Oct., 2009, upon consideration of Defendant's Petition to Enforce Settlement Agreement, it is Ordered: a rule is issued upon the respondent. Respondent shall file an answer to the petition within 20 days of service upon the respondent. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.	Fredric Joseph Ammerman
11/6/2009	X Plaintiff's Response to Defendant's Petition to Enforce Settlement, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric Joseph Ammerman
12/15/2009	X Reply to Plaintiff's Response to Defendant's Petition to Enforcement Settlement, filed by s/Tracey G. Benson, Esq. One CC Attorney Benson	Fredric Joseph Ammerman
	X Praecipe for Hearing, Re: Defendant's Petition to Enforce Settlement, filed by s/Tracy G. Benson, Esq. One CC Attorney Benson	Fredric Joseph Ammerman
12/16/2009	X Hearing Order, this 16th day of Dec., 2009, it is Ordered that a hearing on Defendant's Petition to enforce Settlement shall be held on the 15th of Jan., 2010 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman,, Pres. Judge. 3CC Atty. Benson	Fredric Joseph Ammerman

1-14-10

Petition to Authorize Settlement + Disburse Proceeds

Civil Other

Date		Judge
8/13/2002	X Filing: Civil Complaint Paid by: DuBois, Jeffrey S. (attorney for Hutchinson, Randall E) Receipt number: 1847003 Dated: 08/13/2002 Amount: \$80.00 (Check) 1 CC to Sheriff. 2 CC Atty.	No Judge
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12/15/2009	X Reply to Plaintiff's Response to Defendant's Petition to Enforcement Settlement, filed by s/Tracey G. Benson, Esq. One CC Attorney Benson X Praecipe for Hearing, Re: Defendant's Petition to Enforce Settlement, filed by s/Tracy G. Benson, Esq. One CC Attorney Benson	Fredric Joseph Ammerman
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1-14-10 Petition to Authorize Settlement + Disburse Proceeds

Fee Schedule

Clearfield County Prothonotary
PO Box 549, Clearfield, PA 16830

814-765-2641, Ext. 1330

www.clearfieldco.org/Departments/Prothonotary

Appeals:

DJ Appeal-must include DJ transcript	\$95.00
License Suspension Appeals	\$95.00
Appeal to Higher Court-require orig. and one copy along with check for \$60.00 payable to Higher Court	\$50.00
Objection to Tax Sale	N/C
Objection to Private Sale	\$ 95.00

Arbitration/Trial Listing:

Praeipce/List for Arbitration	\$20.00
Praeipce-place civil case on Trial List	N/C
Appeal from Arbitration Award	
...see Local Rule 1308	

Civil Filing:

Complaint/Petition-initial filing	\$95.00
Writ of Summons	\$95.00
Transfer from Another County	\$75.00
Quiet Title (includes final order)	\$105.00
Road Docket	\$25.00
Exemplified Record	\$15.00
Reissue/Reinstate Complaint	\$7.00

Judgments/Liens/Writs/Waivers:

Judgment-DJ, Default, etc.	\$20.00
Confession of Judgment	\$20.00
Exemplify record to another county	\$15.00
Enter judgment from another county	\$20.00
Writ of Revival	\$20.00
Cert. Motor Vehicle Judg to Harrisburg	\$3.00
Federal or Commonwealth Lien	\$25.00
Waiver/Stipulation of Mechanic's Lien	\$20.00
Writ of Execution, Possession, Seizure, or Certiorari	\$20.00
Filing Out of County/Foreign Writ	\$20.00
Reissue/Reinstate Writ	\$7.00

Custody:

Custody Complaint	\$100.00
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Divorce:

Divorce Complaint (includes divorce counts) **must list all minor children and d.o.b. on cover sheet	\$110.00
Additional Counts at time of filing/divorce	ea. \$15.00
Additional Counts added after divorce filed-- not custody (ie. alimony, equitable dist., etc...)	ea. \$15.00
Additional Count--Custody added after divorce filed	\$20.00
Record Out of County Decree	\$20.00
Certified Copy of Decree (no charge for initial copies)	\$3.00

Satisfactions/Discontinuances:

Satisfactions, Releases, Postponements, Assignments, Subordinations	\$7.00
Discontinuance-case filed prior to 1995	\$7.00
Discontinuance-case filed 1995-present	N/C

Miscellaneous:

Retake Prior Name	\$10.00
Notary Registration	\$3.00
Fax	ea. \$5.00
Photocopies: 1-4 page total--\$1.00. Over 4 pages--\$.25 ea.	
Subpoena-include case number and caption	\$3.00
Certified Docket Sheet	\$1.50

Private Detective Licenses:

New Petition	\$295.00
Renewal (per year)	\$100.00

Criminal:

Summary Appeal (non-refundable)	\$30.00
Appeal to Higher Court-require orig. and one copy along with check for \$60.00 payable to Higher Court	\$50.00

**NOTE: Please monitor our website at www.clearfieldco.org/Departments/Prothonotary for updates
and changes to the fee schedule**

No Refunds on Overpayment of \$5.00 or Less. The Prothonotary **Shall Not Be Required** to Enter on the Docket any Suit or Action Or/By Order of Court or Enter Any Judgment Thereon or Perform Any Services Whatsoever for Any Person, Political Subdivision or the Commonwealth until the **Requisite Fee is Paid**.

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

RANDALL E. HUTCHINSON,
Plaintiff

vs.

PILOT CORPORATION,
Defendant

No. 02-1257-CO

Type of Pleading:

COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel of Record for
This Party:

Jeffrey S. DuBois
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

814-371-7768

FILED

AUG 13 2002

m12.111 atty DuBois per \$80.00
William A. Shaw
Prethenetary / cc Sherry
2cc atty

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

RANDALL E. HUTCHINSON,
Plaintiff

vs.

PILOT CORPORATION,
Defendant

:
:
:
:
:
:
:

No. 02-1257-CD

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830

(814) 765-2641 Ext. 1300

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

RANDALL E. HUTCHINSON,
Plaintiff

vs.

PILOT CORPORATION,
Defendant

:
:
:
:
:
:
:

No. 02-1257-CD

COMPLAINT

AND NOW, comes the Plaintiff, RANDALL E. HUTCHINSON, by and through his attorneys, HANAK, GUIDO AND TALADAY, who files this Complaint and in support thereof avers the following:

1. The Plaintiff, RANDALL E. HUTCHINSON, is an adult individual residing at 11750 South 587 Road, Miami, Oklahoma, 74354.
2. The Defendant, PILOT CORPORATION, is believed to be a corporation, with a business located on Route 219, in DuBois, Clearfield County, Pennsylvania, 15801, and an address for service of process within the Commonwealth of Pennsylvania, c/o C. T. Corporation System, 1635 Market Street, Philadelphia, Pennsylvania, 19103.
3. Defendant operates one of its businesses located in Clearfield County, and the injury resulting out of this case occurred in the business in Clearfield County, Pennsylvania, and therefore jurisdiction is proper before this Honorable Court.

4. On or about August 14, 2000, Plaintiff entered Defendant's business in DuBois, Pennsylvania, to purchase various items.

5. Unknown to Plaintiff when he entered Defendant's store on August 14, 2000, the tile floor in at least one area was wet and caused his shoes to become wet.

6. As Plaintiff stepped onto the wet floor inside Defendant's store, he slipped and immediately fell to the floor.

7. Plaintiff fell and landed on his left arm and elbow, causing serious injuries.

8. These injuries were caused solely by the negligence of Defendant through its employees and agents, which are as follows:

(a) Maintaining a wet floor in the area of a walkway, when it knew, or should have known, that to do so would result in the dangerous condition which caused Plaintiff's injuries;

(b) Permitting Plaintiff to travel over the area in question when it had not been properly dried or otherwise secured to permit travel across the floor and have been made unsafe for use of travel;

(c) Failure to warn Plaintiff and others similarly situated of the dangerous condition caused by the wet floor;

(d) Failure to place proper signs or barricades to prevent foot travel over the wet floor which was the cause of Plaintiff's injuries; and

(e) Failure to properly maintain the business to abate the dangerous condition which was the cause of Plaintiff's injuries.

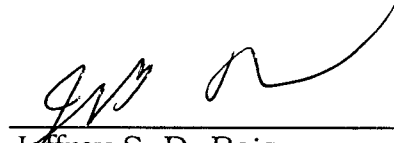
9. As a direct and proximate result of Defendant's negligence, Plaintiff suffered serious injuries, some of which are permanent, as follows:

- (a) Injured elbow;
- (b) Nerve damage;
- (c) Loss of feeling in left hand;
- (d) Carpal tunnel syndrome;
- (e) Inability to straighten arm completely;
- (f) Inability to put pressure on elbow; and
- (g) Swollenness and tenderness.

10. Additionally, Plaintiff's injuries caused Plaintiff to be off work for several months resulting in a loss of earnings and loss of earning capacity.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to award judgment in favor of Plaintiff and against Defendant, in an amount in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars, plus costs and any other relief this court deems just and equitable.

JURY TRIAL DEMANDED.



Jeffrey S. DuBois
Attorney for Plaintiff

VERIFICATION

I, RANDALL E. HUTCHINSON, hereby verify that the statements contained in the foregoing COMPLAINT are correct to the best of my personal knowledge or information and belief.

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

DATE: 8/12/02



Randall E. Hutchinson

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12929

HUTCHINSON, RANDALL E.

02-1257-CD

VS.

PILOT CORPORATION

COMPLAINT

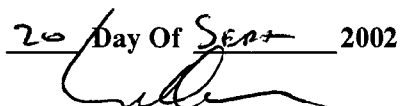
SHERIFF RETURNS

NOW AUGUST 15, 2002 AT 9:40 AM DST SERVED THE WITHIN COMPLAINT
ON PILOT CORPORATION, DEFENDANT AT EMPLOYMENT, RT. 219, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAN CROSBY, GENERAL
MGR., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: RYEN


Return Costs

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

Sworn to Before Me This

20 Day Of Sept 2002


So Answers,


Chester A. Hawkins
Sheriff

FILED

SEP 20 2002
0/2:40/2
William A. Shaw
Prothonotary

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO. 02-1257-CD
)
 PILOT CORPORATION,)
)
 Defendant.)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Praecipe for Entry of Appearance** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.

By: _____
Tracey G. Benson

Dated: August 17, 2004

FILED *no cc*
m/11:46
 AUG 19 2004
E/S
 William A. Shaw
 Honorary/Clerk of Courts

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

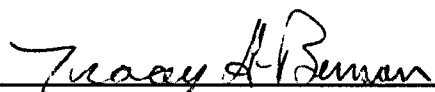
RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

NOTICE OF SERVICE OF INTERROGATORIES

TO: William Shaw, Prothonotary
Court of Common Pleas of Clearfield County
230 E. Market Street
Clearfield, PA 16830


Please take notice that the undersigned has served the original and two copies of Defendant Pilot Corporation's First Set of Interrogatories to Plaintiff by mailing them, first-class, postage prepaid, on this date to the following:

Jeffrey S. DuBois, Esq.
Hanak, Buido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801


Tracey G. Benson, Esquire

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation


FILED *no cc*
m/12:53/04
SEP 08 2004

Dated: September 7, 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

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Jeffrey S. DuBois
Hanak, Guico and Talacay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.

By: Tracey G. Benson
Tracey G. Benson

Dated: September 7, 2004

Pruthi Notary Clerk of Courts

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

ANSWER AND NEW MATTER

Defendant Pilot Corporation ("Pilot"), by its counsel, Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., responds to the Complaint of Plaintiff Randall E. Hutchinson, as follows:

ANSWER

1. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 1 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

2. Defendant Pilot admits only that Pilot Corporation was the owner and operator of a truck stop facility located near Drums, Luzerne County, Pennsylvania on or about August 14, 2000. Defendant further admits that on the date alleged in the Complaint, Pilot Corporation was the owner and operator of a truck stop facility located in or about Dubois, Clearfield County, Pennsylvania. By way of further response, Pilot Corporation is a Tennessee corporation which maintains its principal place of business

at P.O. Box 10146, Knoxville, Tennessee 37939-0146. Defendant Pilot denies each and every remaining allegation contained in paragraph 2 of the Complaint.

3. Defendant Pilot admits that on August 14, 2000, it was the owner and operator of a truck stop facility located in Clearfield County, Pennsylvania. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in paragraph 3 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

4. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 4 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

5. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 5 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

6. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 6 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

7. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 7 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

8. Defendant Pilot denies each and every allegation contained in paragraph 8, including subparagraphs (a) through (e) of the Complaint, pursuant to Pa.R.Civ.P. 1029(c).

9. Defendant Pilot denies each and every allegation contained in paragraph 9, including subparagraphs (a) through (g) of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

10. Defendant Pilot is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 10 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

NEW MATTER

11. Defendant Pilot avers that Plaintiff's claims are subject to, and limited by, the provisions of the Pennsylvania Comparative Negligence Act.

12. Defendant Pilot avers that Plaintiff's claims are barred by his own contributory negligence.

13. Defendant Pilot avers that Plaintiff's claims are barred by the doctrine of assumption of the risk.

14. Defendant Pilot avers that Plaintiff Randall E. Hutchinson's injuries and/or damages as alleged in the Complaint, were directly and proximately caused, in whole or in part, by his own negligent conduct, as follows:

- a. In failing to walk in a careful and prudent manner under the circumstances then and there prevailing;
- b. In failing to perceive any conditions which Plaintiff Randall E. Hutchinson alleges in his Complaint were dangerous and/or hazardous with regard to any property controlled or occupied by this defendant;

- c. In failing to safeguard himself against the risk of injuries or harm caused by any alleged dangerous or hazardous condition in premises occupied or controlled by this defendant;
- d. In failing to exercise that degree of caution and care that would be expected from a reasonably prudent person under the conditions then and there prevailing;
- e. In failing to maintain a proper lookout for any hazardous, dangerous, or defective conditions that plaintiffs' allege constituted a hazard to safe travel with regard to any property controlled or occupied by this defendant; and
- f. In failing to heed visible signs regarding the existence of any liquid located on the floor of the building which visible signs were, or should have been, known to, or obvious to, Plaintiff.

15. In the event that it is determined Plaintiff Randall E Hutchinson sustained any harm or injuries as a result of any alleged defective or dangerous condition on premises occupied or controlled by this Defendant, which is specifically denied, then Pilot avers that any such condition was, or should have been, known to Plaintiff Randall E. Hutchinson or obvious to any reasonably prudent person walking in the area and maintaining a proper lookout.

16. Defendant Pilot avers that Plaintiff Randall E. Hutchinson has not sustained any injuries or damages as alleged in the Complaint, due to any conduct, errors, or omissions on the part of this defendant.

17. Defendant Pilot avers that in the event it is judicially determined that Pilot was negligent, which is specifically denied, then it is averred that Plaintiff did not sustain some or all of the injuries or harm as a direct, proximate, or legal result of any such negligent conduct on the part of this defendant.

18. Defendant Pilot avers that to the extent Plaintiff Randall E. Hutchinson sustained any injuries or harm as alleged in the Complaint, which is denied, then said injuries or harm were directly, proximately, and/or solely caused by the negligence of others over whom Pilot had neither the opportunity nor duty of control.

19. Defendant Pilot avers that Plaintiff's Complaint fails to state any claim upon which relief can be granted as against this defendant.

20. Defendant Pilot avers that Plaintiff Randall E. Hutchinson has not sustained some or all of the injuries or harm as alleged in the Complaint.

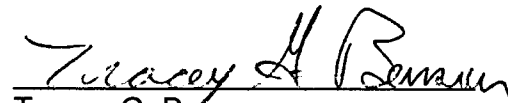
21. Defendant Pilot avers that Plaintiff's claims are barred by any applicable statute of limitations.

22. Defendant Pilot avers that it had no actual or constructive knowledge regarding the existence of any transient dangerous or slippery condition as alleged in the Complaint so as to give rise to any duty to warn or make safe.

23. Defendant Pilot believes, and therefore avers, that Plaintiff Randall E. Hutchinson was not involved in any slip and fall accident, and did not sustain any injuries as a result thereby, on the premises of the Pilot Travel Center truck stop located in DuBois, Clearfield County, Pennsylvania, whether on August 14, 2000, or otherwise.

WHEREFORE, Defendant Pilot Corporation, prays for judgment in its favor and against Plaintiff Randall E. Hutchinson on all claims asserted in the Complaint.

A JURY TRIAL IS DEMANDED.

A handwritten signature in black ink, appearing to read "Tracey G. Benson". The signature is written in a cursive, flowing style.

Tracey G. Benson
Julia R. Cronin

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

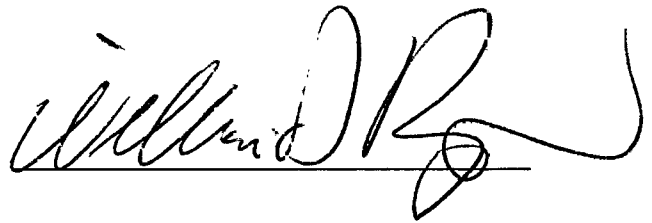
Counsel for Defendant
Pilot Corporation

Dated: October 5, 2004

VERIFICATION

I, WILLIAM O. BEUCHAT, CLAIMS MANAGER, of Pilot Corporation, state that the facts contained in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

I make this Verification pursuant to 18 Pa.C.S.A., Section 4904 pertaining to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "William O. Beuchat", is written over a horizontal line. The signature is stylized with a large, looping initial "W" and a long, sweeping tail.

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Answer and New Matter** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.

By: Tracey G. Benson
Tracey G. Benson

Dated: October 5, 2004

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	CERTIFICATE OF SERVICE
PILOT CORPORATOIN,	:	
Defendant	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	190 West Park Avenue, Suite #5
	:	DuBois, PA 15801
	:	(814) 375-5598

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DuBois

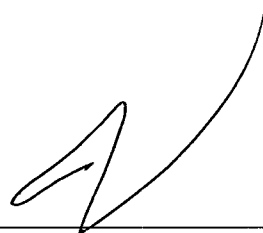
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATOIN,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 15 day of July, 2005, I served a true and correct copy of the within Answers to Interrogatories, and Response to Production of Documents by first class mail, postage prepaid, on the following:

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695



Jeffrey S. DuBois

CA

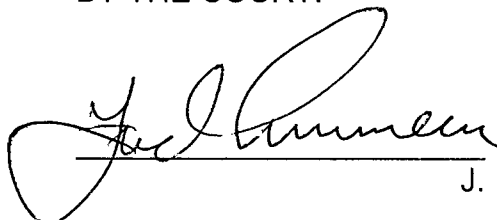
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

ORDER

AND NOW, to-wit this 5th day of April, 2005, upon consideration of Defendant Pilot Corporation's Motion to Compel Discovery Responses from Plaintiff, it is hereby ORDERED, ADJUDGED and DECREED that said motion be and the same hereby is GRANTED. Plaintiff shall provide full and complete answers to Defendant Pilot Corporation's First Set of Interrogatories to Plaintiff, and the Request for Production of Documents to Plaintiff, within twenty (20) days from the date of this Order. Failure on the part of Plaintiff to comply with this Order, in whole or in part, may result in sanctions pursuant to Rule 4019 of the Pennsylvania Rules of Civil Procedure.

BY THE COURT:


J.

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William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

RULE TO SHOW CAUSE

NOW THIS _____ day of _____, 2005, upon consideration of Defendants' Motion to Compel Discovery Responses from Plaintiff, a Rule is hereby issued upon the Plaintiff to Show Cause why said Motion should not be granted. This rule is returnable for argument on the _____ day of _____, 2005 at _____ o'clock ____m. in Courtroom # _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING MOTION FOR SANCTIONS 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 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 and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 Or 1301

BY THE COURT:

J.

OK

Defendant.

CIVIL ACTION NO. 02-1257-CD

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 William A. Shaw
 Prothonotary/Clerk of Courts

3. To-date, plaintiff has failed to plead in response to Pilot's New Matter.

4. In an attempt to better understand plaintiff's claims, defendant Pilot served its first set of interrogatories directed to plaintiff, on September 7, 2004. These interrogatories seek information regarding the facts pertaining to plaintiff's liability claims, as well as the nature and extent of any damages sought to be recovered through this litigation. A true and correct copy of the interrogatories, as served on counsel of record for the plaintiff, are attached hereto as Exhibit A.

5. Also on September 7, 2004, defendant Pilot served a request for production of documents directed to plaintiff. A true and correct copy of this discovery pleading is attached hereto as Exhibit. B.

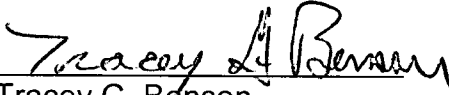
6. When no responses to the interrogatories and request for production of documents were forthcoming from plaintiff, counsel for defendant Pilot requested that plaintiff provide responses on or before March 24, 2005. A copy of that letter, dated March 2, 2005 is attached hereto as Exhibit C.

7. To-date, plaintiff has not answered the outstanding interrogatories, nor responded to the outstanding request for production of documents. No response has been received from plaintiff's counsel to these discovery requests, or to the March 2, 2005 letter requesting responses.

8. Defendant Pilot cannot proceed with discovery, and with preparation of defenses for trial, without full and complete responses from plaintiff with the outstanding interrogatories and request for production of documents.

WHEREFORE, defendant Pilot Corporation moves for an Order compelling plaintiff to provide full and compete answers to defendants' first set of interrogatories

directed to plaintiff, as well as defendant's request for production of documents directed to plaintiff.


Tracey G. Benson

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation

Dated: April 1, 2005

EXHIBIT A

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

DEFENDANT'S FIRST SET OF INTERROGATORIES TO PLAINTIFF

Defendant Pilot Corporation, by its counsel, Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., hereby requests that Plaintiff Randall E. Hutchinson, answer the interrogatories listed below within thirty (30) days of service hereof under oath and in writing in accordance with Rule 4006 of the Pennsylvania Rules of Civil Procedure.

These interrogatories shall be deemed to be continuing in nature so as to require seasonal supplemental answers if plaintiff obtains further information subsequent to the time her answers are served and filed.

I. DEFINITIONS

A. The word "person" means any entity and includes, but is not limited to, any natural person, joint owner, association, company, partnership, joint venture, corporation, trust or estate.

B. The word "document" means any written, printed, recorded or graphic matter, photographic, film or videotaped matter or sound reproductions, however produced or reproduced, pertaining in any manner to the subject matter indicated, including all copies thereof.

C. The words "identify," "identity," and "identification" when used with respect to a person means to state the full name and present or last known residence and business or permanent address of such person, and, if a natural person, his present or last known job title, and the name and address of his present or last known employer.

D. The words "identify," "identity," and "identification" when used with respect to a document means to describe the document by date, subject matter, the name of each person who wrote, signed, initialed, dictated or otherwise participated in the preparation of same, the name and address of each addressee (if any) and the name and address of each person who has possession, custody or control of such document.

E. The words "identify," "identity," and "identification" when used with respect to an act, occurrence, statement or conduct, including an alleged violation or breach (hereinafter collectively called an "act"), mean to: (1) describe the substance of each event constituting such act and to state the date when such act occurred; (2) identify each person participating in such act; (3) identify each person present when such act occurred; (4) state whether the occurrence of such act was recorded or described in a document; (5) state

whether such document, or a copy thereof, now exists; and (6) identify the person presently having possession, custody or control of each such document.

F. The words "you" or "your" or "plaintiff" mean or refers to Randall E. Hutchinson, a party herein, his employees, agents, representatives, accountants, and attorneys.

G. The word "defendant" means or refers to Pilot Corporation, a party to this action, its employees, agents, representatives, accountants, and attorneys.

H. The word "incident" means and refers to the events described in the Complaint, leading or relating to the injuries allegedly sustained by Plaintiff Randall E. Hutchinson on the premises of the Pilot Travel Center, occurring on or about August 14, 2000, as alleged in the Complaint.

II. INTERROGATORIES

1. Please provide the following information with respect to Randall E. Hutchinson:

- (a) Height and weight immediately before this incident and at present time;
- (b) Whether you are or have ever been married and, if so, the identity of your spouse;
- (c) Your social security number;
- (d) Your present address;
- (e) Each address of your residences for the past ten years;
- (f) Your present employer;
- (g) Your present job title;
- (h) Your present rate of pay; and
- (i) The identity of each employer during the past five years and, with respect to each, your job description and rate of pay.

ANSWER:

2. Please state whether Randall E. Hutchinson has ever filed or made a formal or an informal claim or proceeding for an accident or any injury prior or subsequent to the incident, and, if so, please state the following:

(a) The circumstances, nature and extent of each accident and injury;

(b) The identity of each employer and each examining, consulting or treating physician or limited medical practitioner;

(c) The identity of each superior, officer, court, board, or tribunal before which or to whom each claim has been made or filed, the date on which each such claim has been made or filed and the file number of each case, if any;

(d) The amount and date of each award and payment, and;

(e) Whether you now have or had, prior to the incident, any disability as a result of such injury or disability, and, if so, please describe.

ANSWER:

3. Please state whether Randall E. Hutchinson has ever been a party to any other litigation or legal proceeding, and, if so, please state the following:

- (a) The nature of the litigation or proceeding;
- (b) The date, court, tribunal, and place where the litigation or proceeding was filed or commenced;
- (c) The identity of all plaintiffs, defendants, other parties, and their attorneys;
- (d) The present status of each litigation or proceeding; and
- (e) If concluded, the result of each litigation or proceeding.

ANSWER:

4. Please describe the business or occupation of Randall E. Hutchinson during the ten (10) years preceding the incident, and please state the following with regard to such business:

(a) The identity of each of your employers, the dates of employment for each, and a description of the work performed for each employer;

(b) Whether a physical examination was required for any of the employers;

(c) If your response to the preceding subinterrogatory is affirmative, the date, place, and identity of the person giving such physical examination;

(d) The identity of your immediate foreman, supervisor, or other person to whom you were responsible at the time of the incident;

(e) Your rate of pay or compensation at the time of the incident and for the year immediately prior thereto; and

(f) Your total income for each of the ten (10) years preceding this incident.

ANSWER:

5. If Randall E. Hutchinson has become employed since the incident, please state the following with respect to each:

- (a) The identity of your present employer;
- (b) The title or position being held and nature of work being performed;
- (c) The average number of hours you work per week;
- (d) Your present weekly wages, earnings, income or profit;
- (e) The identity of your immediate foreman or other superior to whom you are responsible; and
- (f) Whether a physical examination was required;
- (g) If your response to the preceding subinterrogatory is affirmative, the date, place, and person giving the examination.

ANSWER:

6. With respect to the incident, please state the following:
- (a) A description of the precise location where it occurred;
 - (b) The identity of any persons in or near the location described in response to the preceding subpart;
 - (c) The identity of all persons witnessing events leading up to the incident;
 - (d) The identity of all persons who witnessed the incident; and
 - (e) The identity of all persons who witnessed events following the incident.

ANSWER:

7. Please identify each person who has or claims to have knowledge or information regarding any facts, circumstances, or issues involved in this lawsuit or this incident, and, with respect to each, please state the following:

(a) Whether each has given an oral or written statement and, if so, the identity of such statement;

(b) A brief summary of the knowledge which each has or claims to have; and

(c) The identity of any documents reflecting each's statement.

[If you will do so without a formal request for production of documents, please attach all such documents to your answers.]

ANSWER:

8. Please provide the following information concerning the identity of the persons identified in response to the preceding interrogatory:

- (a) Each's full and proper name;
- (b) Each's present or last known residence address;
- (c) Each's present or last known business address;
- (d) Each's present or last known job title;
- (e) Each's job title at the time of the incident;
- (f) Each's present or last known employer;
- (g) The address of each's present or last known employer; and
- (h) Each's employer at the present time.

ANSWER:

9. Please state whether you have a stenographic, mechanical, electrical, or other recording or transcript of any oral statement made by any person having any knowledge whatsoever concerning the above-captioned case or the incident.

ANSWER:

10. If your answer to the preceding interrogatory is anything but an unqualified negative, please state the following with respect to each such person making such statements:

- (a) Whether the statement is in question and answer form or in narrative form;
- (b) Whether the person giving the statement received a copy of the same;
- (c) The method by which the statement has been preserved;
- (d) The identity of the person by whom the statement was taken;
and
- (e) The identity of the person presently having custody of the notes, recordings, transcripts, and so on of such statement.

[If you will do so without a request for production, please attach a copy of such statements hereto.]

ANSWER:

11. Please state whether you have given any statement (as defined by the Rules of Civil Procedure) concerning this action or its subject matter. If so, please identify:

- (a) Each person to whom a statement was given;
- (b) When and where each statement was given;
- (c) Any person who has custody of any such statements that were reduced to writing or otherwise recorded; and
- (d) Whether you will attach a copy of each such statement to these answers to interrogatories without the necessity of filing a request for production of documents.

ANSWER:

12. Please identify each person who you expect to call as an expert witness at the trial of this case.

ANSWER:

13. As to each person named in response to the preceding interrogatory please state:

- (a) The substance of each fact to which he or she is expected to testify;
- (b) The substance of each opinion to which he or she is to testify;
- (c) The grounds for each opinion; and
- (d) The background, training, experience and other qualifications of such expert.

ANSWER:

14. Please identify each individual who you expect to call as an expert witness at the time of trial with regard to the following topics:

(a) Any allegation of negligence or liability on the part of Pilot Corporation; and

(b) Randall E. Hutchinson's medical condition, diagnosis or treatment.

ANSWER:

15. Please describe the medical and/or other specialty, if any, which each person identified in the answer to the preceding interrogatory possesses.

ANSWER:

16. Please state each and every respect in which each of the persons identified in response to the preceding interrogatories will contend that Pilot Corporation was negligent.

ANSWER:

17. Please set forth each and every fact on which each contention listed in response to the preceding interrogatory is based, identifying the source of each such fact.

ANSWER:

18. Please state whether you or anyone acting on your behalf knows of the existence of any video tapes, photographs, motion pictures, video recordings, maps, diagrams or models of the site of the incident, the parties, or any other subject matter involved in this action.

ANSWER:

19. Please state whether you or anyone on your behalf conducted any investigations of the incident which is the subject matter of the Complaint.

ANSWER:

20. If your answer to the preceding interrogatory is anything but an unqualified negative, please state with respect to any such investigations the following information:

(a) Each person, and the employer of each person, who conducted any investigations;

(b) The dates of the investigations; and

(c) All notes, reports or other documents prepared during or as a result of the investigations and the identity of the persons who have possession thereof.

ANSWER:

21. Please explain what you contend Pilot Corporation should have done to avoid the incident or any injury to you resulting from the incident.

ANSWER:

22. Regarding any injuries that Randall E. Hutchinson has incurred, please state the following:

(a) A precise and full description of which injuries you claim to have sustained as a result of the incident;

(b) The identity of all physicians and surgeons who have examined, attended, or treated you or who have performed tests upon you or have diagnosed your condition or have been consulted concerning your condition since the incident;

(c) As to each person identified in the preceding subparagraph, the nature of the attention by the physicians identified in the preceding subparagraph including the symptoms which compelled you to visit each, the condition for which each physician treated you, a description of each treatment, and the dates on which you visited each physician;

(d) An indication of which of the above-mentioned physicians were consulted on the advice of your attorneys;

(e) The identity of any physicians or surgeon who has given an oral or written report to you, your attorneys, or their investigators concerning any treatment, examination, attendance, diagnosis, or conclusion about your condition since the incident as well as the date of each such report and the identity of each person now in possession or custody of each such report;

(f) The identity of the person to whom any of the above-mentioned physicians made an oral report on your condition as well as the identity of anyone present when the report was made and the substance of each report;

(g) Whether you were hospitalized at any time since the incident as a direct or indirect result of the accident and, if so, the identity of each hospital, the dates of admission thereto, and the nature of the treatment received;

(h) Whether you received treatment as an outpatient in any hospital or clinic as a result of any injuries alleged to stem from the accident, and, if so, the identity of each hospital or clinic, the dates of treatment, the nature of the treatment, and the nature of any examination;

(i) An itemization of the charges made and expenses incurred as a result of any outpatient or inpatient treatment including which charges have been paid, the dates of payment, and the identity of the person paying;

(j) Whether you had any tests made or taken in relation to the incident and, if so, the identity of the place where they were taken, the identity of the person taking them, the date of them and the nature of them;

(k) The identity of all other medical bills paid or incurred to date which are connected to any injury allegedly resulting from the incident;

(l) The identity of the physician who, at the time of the accident, was usually contacted by you or the members of your family when medical attention was desired or necessary; and

(m) Whether you have undergone any type of rehabilitation or training necessitated by or otherwise connected to any injuries stemming from the incident, and, if so, the identity of each organization, person, or facility administering the rehabilitation or training, the dates of training, a detailed description of the training, and an itemization of any charges assessed as a result of that training.

ANSWER:

23. With regard to Randall E. Hutchinson's physical condition before the incident, please state the following:

(a) Whether you sustained any injuries in the course of your employment prior to the incident;

(b) If your response to the preceding subinterrogatory is anything but an unqualified negative, the nature of each such injury, the date of each such injury, the manner in which each such injury was sustained, a description of the injury, the identity of the treating physician, the dates of such treatment, and the period of time when you missed work as a result of the injury;

(c) Whether you sustained any other injuries or major illnesses during the ten years preceding the date of the accident, either caused by a motor vehicle collision or otherwise; and

(d) If your response to the preceding subinterrogatory is anything but an unqualified negative, the nature of each such injury or illness, the date each such injury or illness was sustained, the inclusive dates of your disability resulting from any such injury, a description of any disability or incapacity resulting from each such injury or illness, the identity of each physician or doctor examining or the treating you in connection with each such injury or illness;

(e) Whether you have had an accident or injury for which a claim has been made against a company or in which a lawsuit has been filed; and

(f) If your response to the preceding subinterrogatory is anything but an unqualified negative, the identity of each such person against whom you made a claim, the facts upon which your claim was based, the dates, and the nature of each injury claimed by you, the identity of and dates during which you were a patient or received treatment by any physician or were confined to any hospital regarding each such injury, the amount of any compensation paid, the identity of the person paying any compensation, the present effect of any injury for which a claim was made, the dates of employment which were lost because of such injury, and the title, court, date and docket number of any legal action initiated for such claim.

ANSWER:

24. With regard to Randall E. Hutchinson's physical condition since the date of the incident, please state the following:

(a) The nature of any injury or major illness affecting your physical condition, a description of how it was sustained, the inclusive dates of any disability resulting from each such illness, and the identity of each physician or surgeon examining or treating you in connection with each such injury or illness;

(b) Whether you have sustained any injury, illness or other condition affecting any bodily or mental function after the incident which is alleged to stem from the incident, or from any disability resulting therefrom;

(c) If your response to the preceding subinterrogatory is anything but an unqualified negative, the nature of such injury, the date each such injury was sustained, the identity of the physician treating you for each such injury, the dates of such treatment, and the dates on which you missed work as a result of such injury;

(d) Whether you have had an accident or injury for which a claim has been made against a company or in which a lawsuit has been filed; and

(e) If your response to the preceding subinterrogatory is anything but an unqualified negative, the identity of each person against whom you made a claim, the facts upon which your claim was based, the dates and the nature of each injury claimed by you, the identity of and dates during which you were a patient or received treatment by any physician or were confined to any hospital regarding each such injury, the amount of any compensation paid, the identity of the person paying any compensation, the present effect of any injury for which a claim was made, the dates of employment which were lost because of such injury, and the title, court, date, and docket number of any legal action initiated for such claim.

ANSWER:

25. With respect to any damages incurred by Randall E. Hutchinson as a result of this incident, please state the following:

- (a) A description of the damages incurred;
- (b) An itemization of each and every expense or outlay by you claimed as a result of any injury in this case including but not limited to the date incurred, the amount involved, the person to whom it was owed, the nature of the service performed, and the identity of the person paying it;
- (c) The dates of hospitalization, the identity of any hospitals, the identity of any admitting physician, and identity of any treating physician, and so on; and
- (d) The identity of any documents relating in any way to damages incurred by you as a result of the incident on which this action is brought.

ANSWER:

26. Please state whether Randall E. Hutchinson has ever made application for and/or received health or accident insurance benefits, workmen's compensation payments, disability benefits, pensions, accident compensation payments or veterans' or social security or other disability compensation, benefits or awards, prior or subsequent to the incident alleged in the Complaint, and, if so, please state the following:

(a) The circumstances under which each such benefit, award or payment has been received;

(b) The amount of each such benefit, award or payment;

(c) The covering dates during which each such benefit, award or payment has been received;

(d) The identity of the agency or the insurance company which has paid each such benefit or award or has made such payment; and

(e) Whether you now have or had prior to the incident any disability as a result of such injury or disability, and, if so, please state the following:

(f) The name and description of each congenital abnormality;

(g) The area of your body affected;

(h) The date on which plaintiff first became aware of such congenital abnormality; and

(i) A description of the care or treatment being rendered for same, by whom (identity), where, and the identity of the person paying for said care or treatment.

ANSWER:

27. Please state whether Randall E. Hutchinson has undergone any surgery or surgical procedures prior or subsequent to the incident, and, if so, please state the following:

- (a) The purpose of each such surgical operation or procedure;
- (b) The date on which each such surgical operation or procedure has been performed;
- (c) The identity of each hospital or other institution or medical facility at which each such surgical operation or procedure has been performed;
- (d) The identity of each physician or surgeon conducting said surgical operation or procedure;
- (e) Each and every operative or postoperative complication, if any, from each surgical operation or procedure and the nature of the same;
- (f) Whether future hospitalization, convalescence, or treatment will be necessary.

ANSWER:

28. Please state whether or not Randall E. Hutchinson was confined to home or the home of another person or other place of convalescence as a result of the incident, and, if so, please state the following:

(a) The identity and relationship to plaintiff of each person where said confinement took place;

(b) The identity of each physician, other practitioner, registered or practical nurse, or any other person who treated, cared for, or attended plaintiff during the aforementioned confinement or convalescence; and

(c) The dates of the beginning and end for each of the aforementioned confinements.

ANSWER:

29. Please state whether Randall E. Hutchinson missed any work as a result of injuries allegedly sustained in the incident, and, if so, please state the following:

- (a) Each date on which you were absent from work;
- (b) The total number of days or hours which you allegedly lost;
- (c) Whether you have been paid by your employer or have received income from any other source during your absence; and
- (d) If your response to the preceding subinterrogatory is affirmative, the identity of the person paying it, the reason why it was paid, and the amount paid.

ANSWER:

30. Please state whether Randall E. Hutchinson claims an impairment of earning capacity or loss of future earnings as a result of injuries allegedly sustained in the incident, and, if so, please state the following:

(a) The amount claimed as damages and the method of computing this amount; and

(b) The facts upon which such claim is based.

ANSWER:

31. Please state whether you have been required to make expenditures for household help or any other service which you have not been able to perform as a result of the injuries allegedly sustained in the incident, and, if so, please state the following for each person rendering services;

- (a) The identity and telephone number;
- (b) A description of the services performed;
- (c) The inclusive dates of employment;
- (d) The hours of work per week;
- (e) An explanation why the services could not have been performed by plaintiff;
- (f) An itemization of charges for the services;
- (g) The amount of such charges paid and the identity of the person paying them;
- (h) Whether such services will be required in the future; and
- (i) If your response to the preceding subinterrogatory is affirmative, the estimated cost.

ANSWER:

32. Please state whether you have had any other expenses or have suffered any pecuniary loss other than set forth elsewhere in your answers to these interrogatories because of the incident, and, if so, please state the following for each expense and loss:

- (a) A description of such other expenses and/or pecuniary losses;
- (b) An explanation of how the injuries necessitated the expense or caused the loss;
- (c) The total amount of the expense or loss;
- (d) The amount of each such expense and each such loss paid, including but not limited to the identity of the persons paying such expenses and losses and to whom such were paid; and
- (e) The estimated future expenses or losses.

ANSWER:

33. Please state whether any photographs, pictures, or snapshots have been taken of plaintiff since the onset of the problems complained of in the Complaint, and, if so, please state the following:

(a) The dates on which such photographs were taken, the identity of persons by whom they were taken, and the identity of persons in whose possession said photographs now rest; and

(b) A description of the content of each of such photographs in detail or, in the alternative, an indication whether copies will be provided without a formal request therefore.

ANSWER:

34. If you have incurred any bills or expenses in connection with the injuries or diseases which you suffered because of the incident referred to in the Complaint, and such bills or expenses are not otherwise listed in answer to these interrogatories, please set forth the amount of each such bill or expense, the services for which the bill or expense was incurred, and the identity of the person who rendered the bill or who was involved in the expense.

ANSWER:

35. Please state whether, as a result of this incident, Randall E. Hutchinson has been unable to perform any of your customary occupational duties or social or other activities in the same manner as prior to the incident, stating with particularity: (a) the duties and/or activities you have been unable to perform, (b) the periods of time you have been unable to perform, and (c) the identities of all persons having knowledge thereof.


ANSWER:

36. Please state whether you have received any claim or notice of subrogation from any third party or entity with respect to payments made to, or on behalf of, you as a result of any injuries or damages sustained in the incident. For each such claim, provide the following:

- (a) The identify of each third party or entity asserting a claim for subrogation;
- (b) The date on which each such claim was asserted and/or received by you;
- (c) The amount of each such claim;
- (d) A detailed description or itemized listing of all benefits or other payments made to you, or on your behalf, by each party asserting a subrogation claim; and
- (e) Whether you have received a written notice of each subrogation claim.

[If you will do so without a formal request for production of documents, please attach copies of all documents pertaining to each subrogation claim to your answers.]

ANSWER:


Tracey G. Benson

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation

Dated: September 7, 2004

EXHIBIT B

RANDALL E. HUTCHINSON,)
)
 Plaintiff,)
)
 v.) ← CIVIL ACTION NO. 02-1257-CD
)
 PILOT CORPORATION,)
)
 Defendant.)

Defendant Pilot Corporation, by its counsel, Tracey G. Benson, Esquire, and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., hereby requests Plaintiff to produce pursuant to Rule 4009 of the Pennsylvania Rules of Civil Procedure for inspection and/or photocopying at the offices of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., 124 North Allegheny Street, Bellefonte, Pennsylvania 16823, within thirty (30) days of the date of service hereof, the documents described below. In responding to this Request, you (as hereinafter defined) shall utilize the definitions and follow the instructions set forth below, each of which shall be deemed to be a material part of each request.

DEFINITIONS

1. "You" or "your" shall mean Randall E. Hutchinson, as well as your agents, attorneys, accountants, consultants, independent contractors, and any other individual or entity associated or affiliated with you or purporting to act on your behalf with respect to the matter in question.
2. The word "document" as used herein shall be understood to mean all written, graphic, or otherwise recorded matter, however produced or reproduced, in the actual or constructive possession, custody, care or control of you, your officers, agents, employees and attorneys, or any of them, including but not limited to originals and all copies of correspondence, tapes, disks, photographs, telegrams, notes, sound recordings, minutes of meetings, memoranda, reports, and the like, whether made or received by you.
3. The singular of any word used herein shall be deemed to include the plural of such word and the plural shall include the singular.
4. The word "incident" shall mean the circumstances on which this action is based relating to the injuries allegedly sustained by Randall E. Hutchinson on the premises of the Pilot Travel Center, occurring on or about August 14, 2000 as alleged in the Complaint.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Any and all documents reflecting, referring or relating in any way to the incident forming the basis for the allegations contained in the Complaint.
2. Any and all documents reflecting, referring or relating in any way to any investigation of the incident forming the basis for the allegations contained in the Complaint, whether conducted or undertaken by Randall E. Hutchinson, or others.
3. Any and all documents reflecting, referring or relating in any way to statements rendered by individuals in connection with this incident, whether written, oral, signed, transcribed, recorded, or otherwise contained in any documentary form.

4. Any and all documents reflecting, referring or relating in any way to individuals who witnessed the incident alleged in the Complaint, or any activities or occurrences prior or subsequent thereto which you contend support any of the allegations contained in the Complaint.

5. Any and all photographs, drawings, and/or diagrams reflecting, referring, depicting or relating in any way to the incident alleged in the Complaint.

6. Any and all documents, reports, or notes reflecting, referring or relating in any way to the medical, emotional or physical condition of Randall E. Hutchinson from January 1, 1991, to the present.

7. Any expert reports reflecting, referring or relating in any way to issues of liability and damages for the incident alleged in the Complaint, including any reports, letters or other medical records from physicians or health care providers.

8. Any and all documents that you contend establish, either in whole, in part, or otherwise, any negligence on the part of the Pilot Corporation, Inc., or others which you contend resulted, in whole, in part, or otherwise, in the injuries for which you seek recovery in this lawsuit.

9. Any and all documents that you intend to rely upon in support of any allegations contained in the Complaint, including any documents that you contend support any damages that you are claiming in this lawsuit.

10. Any and all state and federal income tax returns filed by Randall E. Hutchinson, for the years 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002 and 2003.

11. Any and all documents reflecting, referring or relating in any way to claims for subrogation asserted by or on behalf of any party with respect to medical or other expenses incurred in connection with benefits received by plaintiff (including but not limited to medical bills, hospital bills, public assistance, and the like) as a result of any injuries sustained by Plaintiff as alleged in the Complaint.

12. Copies of any and all documents in the custody or possession of plaintiff or his counsel regarding claims for workers' compensation benefits and/or receipt of wage loss and/or medical benefits by plaintiff, Randall E. Hutchinson, pursuant to any applicable Workmens' Compensation Act for any times prior to, as a result of, or subsequent to, the accident identified in the Complaint.

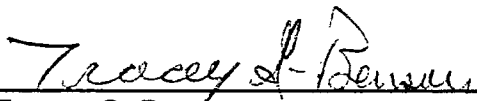
13. Any and all documents in the custody or possession of plaintiff or his counsel regarding plaintiff, Randall E. Hutchinson's, application for, and/or receipt of, any Social Security disability benefits, SSI benefits, or public assistance benefits for any times prior to, as a result of, or subsequent to, the accident identified in the Complaint.

14. Any and all documents pertaining to litigation or claims for personal injury made at any time by plaintiff, Randall E. Hutchinson, against any other parties other than Pilot Corporation, including demand letters, pleadings, discovery, or other related materials.

15. Any and all documents pertaining to any accidents or injuries sustained by plaintiff, Randall E. Hutchinson, at any time either prior to, or subsequent to, the August 14, 2000 incident forming the subject matter of this litigation.

16. Copies of any and all correspondence, medical ledgers and/or notices of subrogation received by plaintiff Randall E. Hutchinson asserted by any governmental agency, department, or any insurance carrier or health care provider in connection with care rendered in response to injuries allegedly sustained in the incident alleged to have occurred on or about August 14, 2004.

17. Authorizations for the release of medical records pertaining to Plaintiff Randall E. Hutchinson in a form as attached hereto or otherwise sufficient to enable defendant or its counsel to obtain any and all medical records in the custody, possession and control of health care providers identified in response to interrogatories served on you by counsel for defendant.


Tracey G. Benson

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation

Dated: September 7, 2004

**AUTHORIZATION FOR RELEASE OF MEDICAL
RECORDS PURSUANT TO 45 CFR 164.508 (HIPAA)**

TO: _____

Patient Name: Randall E. Hutchinson

DOB: _____

SS#: _____

I, Randall E. Hutchinson, authorize you to disclose and release the following protected health information:

All bills and records pertaining to the medical, psychiatric or psychological care of Randall E. Hutchinson (Social Security No. _____, Date of Birth: _____), including but not limited to a full and complete copy of any and all records, office notes, admission summaries, discharge summaries, medical history and physical reports and notes, operative reports, lab reports, medication records, progress notes, treatment notes, correspondence, x-ray reports, radiology films, test results, consultations, progress notes or other material or information relating to any consultation, examination, medical history, diagnosis or treatment.

This protected health information is disclosed for the following purposes: My personal injury lawsuit filed in the Court of Common Pleas of Clearfield County, Pennsylvania entitled Randall E. Hutchinson v. Pilot Corporation filed at docket no. 2002-1257-CD.

You are authorized to release the above records to the following representatives of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc. in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

Tracey G. Benson, Esquire
Miller, Kistler, Campbell, Miller, Williams & Benson, Inc.
124 N. Allegheny Street
Bellefonte, PA 16823

This authorization shall be in force and effect until _____ at which time this authorization expires.

I have the right to revoke this authorization, in writing, by sending written notification to you. I understand that a revocation is not effective to the extent that you have relied on my authorization to disclose protected health information. I understand that the information may be redisclosed and no longer subject to protection.

I understand that I have the right to:

- Inspect or copy the individually identifiable health information to be disclosed.
- Refuse to sign this authorization.

Signature of Claimant or Personal Representative

Dated

Name of Patient or Personal Representative

**Description of Personal Representative's Authority to
Sign for Claimant (attach documents which show authority)**

Sworn to and subscribed before me this _____ of _____, 2003.

Notary

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Dated

Name of Patient or Personal Representative

**Description of Personal Representative's Authority to
Sign for Claimant (attach documents which show authority)**

Sworn to and subscribed before me this _____ of _____, 2003.

Notary

Dated: September 7, 2004

EXHIBIT C

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON
SCOTT C. ETTER, Ph.D.
ELIZABETH A. DUPUIS
DAVID B. CONSIGLIO
STACY PARKS MILLER
JULIA R. CRONIN

PLEASE REPLY TO:
BELLEFONTE OFFICE

March 2, 2005

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Re: Randall E. Hutchinson v. Pilot Corporation
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

On September 7, 2004 I served you with Defendant's First Set of Interrogatories Directed to Plaintiff, as well as Defendant's Request of Production of Documents Directed to Plaintiff. Upon reviewing the status of this case, I note that I have not received from you any responses to those discovery requests. I am requesting that you please provide me with complete interrogatory answers, and a complete response to the request for production of documents by March 24, 2005. If you anticipate any problem in that regard, please contact me to discuss.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: /s/ TRACEY G. BENSON
Tracey G. Benson

TGB/cfs
bcc: Bill Beuchat
 Claim No. GC200001035

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Motion to Compel Discovery** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Jeffrey S. DuBois Law Offices
190 W. Park Avenue, Suite 5
DuBois, PA 15801

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.

By: Tracey G. Benson
Tracey G. Benson

Dated: April 1, 2005

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

RANDALL E. HUTCHINSON,

Plaintiff,

v.

PILOT CORPORATION,

Defendant.

CIVIL ACTION NO. 02-1257-CD

FILED
M1214401
OCT 13 2009
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty
Benson

DEFENDANT'S PETITION TO ENFORCE SETTLEMENT AGREEMENT

Defendant, Pilot Corporation, ("Pilot") by its counsel Tracey G. Benson, Esquire, and Miller Kistler & Campbell, petitions this Court for an order to enforce the settlement agreement between Pilot and the Plaintiff, Randall E. Hutchinson, ("Hutchinson"). In support of its Petition, Pilot states as follows:

1. This litigation arises out of an alleged slip and fall incident that plaintiff contends occurred on the premises of the Pilot Travel Center in DuBois, Clearfield County, Pennsylvania on or about August 14, 2000. Plaintiff alleged in his Complaint that he sustained an injured elbow, nerve damage, swelling, and loss of feeling in his left hand. Hutchinson commenced litigation with the filing of his Complaint on or about August 12, 2002. Defendant filed its Answer and New Matter on or about October 10, 2004.

2. The litigation involved a number of disputed issues, including: (a) the location where Hutchinson's alleged injury occurred, (b) the nature of the incident. (c) any liability for the incident on the part of Pilot, and (d) the extent to which Hutchinson sustained any injuries or damages as a result of the incident.

3. Following receipt of responses to interrogatories and document requests directed to plaintiff, counsel for the parties engaged in settlement discussions via letters and telephone, leading to an agreement between counsel to settle the case on October 25, 2005 for a payment to plaintiff in the amount of \$25,000.00. Plaintiff's counsel advised at that time that he would confirm the settlement with Hutchinson and advise defense counsel when plaintiff had agreed.

4. By letter dated December 20, 2005, counsel for Pilot wrote to plaintiff's counsel to ascertain whether plaintiff was willing to accept payment of \$25,000.00 to settle and release his claims against Pilot. A copy of that letter is attached hereto as Exhibit A.

5. Counsel for plaintiff advised via a telephone call on December 22, 2005 that plaintiff Hutchinson was in agreement to settle the case on the terms tentatively agreed upon by counsel. Attorney DuBois requested that defense counsel prepare and forward a full and final release for execution by plaintiff.

6. By letter dated January 19, 2006, counsel for Pilot forwarded to Attorney DuBois multiple copies of a Release of All Claims for execution by plaintiff Hutchinson. The terms of the settlement were again confirmed in the letter, as follows:

- (a) Pilot Corporation would pay Randall E. Hutchinson the sum of \$25,000.00 for full settlement of the claims asserted in the Complaint;
- (b) Plaintiff would execute a general release in favor of Pilot Corporation;
- (c) Plaintiff would cause the instant action to be discontinued, with prejudice, on the docket in Clearfield County; and

- (d) The settlement proceeds would be tendered in the form of a check payable to "Randall E. Hutchinson and Jeffrey S. DuBois, his attorney."

A copy of the foregoing letter and the Release of All Claims is attached hereto as Exhibit B.

7. By letter dated February 3, 2006, Pilot sent its defense counsel the settlement draft in the amount of Twenty-Five Thousand (\$25,000.00) Dollars to be forwarded to plaintiff's counsel upon receipt of the executed release. A copy of the settlement draft and transmittal is attached hereto as Exhibit C.

8. When executed releases were not forthcoming from plaintiff, defense counsel sent a letter to Attorney DuBois regarding the status of the executed releases, and advising that the settlement draft would be sent upon receipt of the executed release and a copy of the Praecipe to Discontinue as filed on the docket. A copy of that letter is attached hereto as Exhibit D.

9. On June 28, 2006, Attorney DuBois called defense counsel to advise that plaintiff had suffered a stroke, but that counsel was attempting to have the releases executed by plaintiff.

10. When no executed releases were forthcoming, defense counsel followed up with another letter to Attorney DuBois dated October 19, 2006, requesting a status update regarding Mr. Hutchinson's ability to sign the release. A copy of that letter is attached hereto as Exhibit E.

11. Plaintiff's counsel sent to defense counsel a fax on November 16, 2006, which contained a draft Petition to Enforce Settlement which reflected the terms that the plaintiff and defendant had agreed upon. In this Petition, plaintiff's counsel advised that

his client suffered a stroke and had gone into a coma. Plaintiff's proposed Petition to Enforce Settlement reflected, in Paragraph 9, the agreement to settle the claim for Twenty-Five Thousand (\$25,000.00) as a "fair and reasonable" payment, and that before suffering a stroke, plaintiff had agreed to the amount. The plaintiff agreed, as part of the settlement agreement, to execute a full release of the defendant upon payment. A copy of the draft Petition to Enforce Settlement prepared by plaintiff's counsel is attached hereto as Exhibit F. Defense counsel provided suggestions for changes to the draft Petition, with the understanding that the Petition to Enforce Settlement would be revised and filed by plaintiff's counsel.

12. By letter dated February 14, 2007, counsel for Pilot again urged plaintiff's counsel to seek a court order authorizing to execute the Release so that the parties could conclude settlement of the instant action. A copy of that letter is attached hereto as Exhibit G.

13. By letter dated August 31, 2007, counsel for plaintiff advised that Mr. Hutchinson had recovered from his stroke to the point where he was competent to sign the release, and counsel requested that the releases be forwarded again to facilitate execution. A copy of this letter is attached hereto as Exhibit H. Defense counsel's letter in response, also sent on August 31, 2007, is attached hereto as Exhibit I.

14. When no executed releases were forthcoming, defense counsel sent another letter to Attorney DuBois regarding the status of settlement, by date of November 20, 2007. A copy of this letter is attached hereto as Exhibit J.

15. Yet another letter of inquiry was sent to plaintiff's counsel by date of December 13, 2007, a copy of which is attached hereto as Exhibit K.

16. Plaintiff's counsel responded with a letter dated December 18, 2007, advising that a family member was creating a special needs trust to accept the settlement proceeds for plaintiff's benefit. A copy of that letter is attached hereto as Exhibit L.

17. By letter dated January 10, 2008, counsel for plaintiff forwarded a revised Stipulation For Entry of Judgment and Distribution of Proceeds, through which plaintiff sought an order of this Court to create a special needs trust for the benefit of plaintiff. A copy of this letter and revised Stipulation for Entry of Judgment and Distribution of Proceeds is attached hereto as Exhibit M. Defense counsel responded by letter dated February 8, 2008 with comments regarding the appropriate documents required to obtain court authorization to conclude settlement. A copy of this letter is attached hereto as Exhibit N.

18. Defense counsel sent yet another letter, by date of May 16, 2008, requesting a status report regarding efforts by plaintiff's family to develop the documents necessary for creation of any special needs trust. A copy of this letter is attached hereto as Exhibit O.

19. Plaintiff's counsel responded by letter of May 21, 2008, advising that disputed guardianship proceedings were pending in Nevada. A copy of that letter is attached hereto as Exhibit P. Since that time there has been no further communication

regarding the status of any collateral proceedings that must be concluded in order to complete settlement of the instant action.

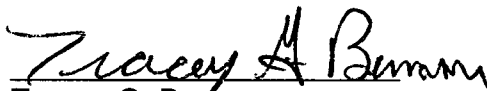
20. Pursuant to Pennsylvania law, settlement agreements are contracts between the parties and are to be enforced under general contract principles, absent fraud, accident or mutual mistake. See Clark v. Philadelphia College of Osteopathic Medicine, 693 A.2d 202, 207 (Pa.Super. 1997).

21. Here, there is no dispute that the parties agreed to a full and final settlement of the claims encompassed within plaintiff's Complaint in return for payment in the amount of Twenty-Five Thousand (\$25,000.00) Dollars. The parties reached a valid and enforceable settlement agreement.

22. To-date, and for various reasons reflected in the correspondence attached to this Motion, plaintiffs have not been able to tender a properly executed release that would be binding on plaintiff and/or his estate. The parties remain in limbo, and defendant Pilot Corporation has been unable to conclude this matter despite having agreed to the terms of settlement nearly four (4) years ago.

23. If plaintiff is not competent to execute the Full and Final Release, defendant moves pursuant to 42 Pa. C.S. § 2737(6) to have the Prothonotary execute the Settlement Agreement and sign the Release pursuant to Court order. Under 42 Pa. C.S. § 2737(6), the Prothonotary has the power to "perform such other duties as may now or hereafter be vested in or imposed upon the office by law, home rule charter, *order of the court*, or ordinance of a county governed by a home rule charter or optional plan of government." 42 Pa. C.S. § 2737(6).

WHEREFORE, Defendant, Pilot Corporation, petitions for an order directing the Prothonotary of Clearfield County to execute on behalf of plaintiff Randall E. Hutchinson, the Full and Final Release of all claims asserted against him by the plaintiff pursuant to the terms of settlement agreed upon by the parties. The defendant further requests that the Prothonotary of Clearfield County be directed to mark the docket as discontinued with prejudice upon payment by Pilot Corporation to the Prothonotary in the amount of Twenty-Five Thousand (\$25,000.00) Dollars, and that the Prothonotary be directed to hold said money to the beneficial use of Randall E. Hutchinson and his attorney, Jeffrey S. DuBois, Esquire, pending further Order of this Court as to disposition of same.


Tracey G. Benson
Adam J. Witmer

MILLER, KISTLER & CAMPBELL
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation

Dated: October 9, 2009

EXHIBIT A

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

PLEASE REPLY TO:
BELLEFONTE OFFICE

December 20, 2005

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Re: Randall E. Hutchinson v. Pilot Corporation
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

I am writing as a follow-up to our telephone discussions of October 25, 2005. We spoke several times that day to discuss settlement, and it was my understanding that you were going to recommend to your client that he accept our offer of \$25,000.00. My file notes reflect that you were going to contact Mr. Hutchinson and confirm to me his willingness to settle this case in return for payment of the \$25,000.00 offered by Pilot Travel Centers, LLC.

Would you please advise where things stand. I have held off on sending for medical records based on my understanding that we had this case settled. If I am incorrect, please advise. Alternatively, if we do have a settlement, please confirm in writing and provide your firm's tax identification number so that I can order the settlement draft and forward to you an appropriate release. Either way, I look forward to hearing from you.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs
bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT B

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

PLEASE REPLY TO:
BELLEFONTE OFFICE

January 19, 2006

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHONTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Re: Randall E. Hutchinson v. Pilot Corporation
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

This letter will confirm our various telephone discussions during which we agreed upon terms for settlement of the claims asserted in this case by Randall E. Hutchinson against Pilot Corporation. In return for a payment totaling \$25,000.00, your client has agreed to settle his claim in full; to execute a General Release in favor of my client; and to discontinue this action, with prejudice, on the docket in Clearfield County.

In order to facilitate conclusion of this matter, I am enclosing four (4) duplicate originals of a Release of All Claims for execution by your client. Please have the releases executed before a witness and a notary public, and return three executed originals to me along with a time-stamped copy of your Praecipe to Discontinue. Please note that I will also need your law firm's tax identification number so that I can request the settlement draft, which I will have made payable to "Randall E. Hutchinson and Jeffrey S. DuBois, Esquire, his attorney." If you wish, you can provide me with your tax identification number immediately, and I will then request issuance of the settlement draft to hold in my file pending receipt of the executed releases and the discontinuance.

Should you have any questions regarding the terms of this settlement, please contact me immediately. Otherwise, I will look forward to hearing from you so that we can conclude this matter in the near future.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: /s/ TRACEY G. BENSON

Tracey G. Benson

TGB/cfs

Enclosures

bcc: Bill Beuchat
(Claim No. GC200001035)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **Randall E. Hutchinson**, the undersigned (the "Releasing Party") for and in consideration of the sum of **Twenty-Five Thousand Five Hundred (\$25,000.00) Dollars** to him in hand paid by **Pilot Travel Centers, LLC**, has released and discharged, and by these presence does hereby forever release and discharge the said **Pilot Corporation, a Tennessee Corporation and Pilot Travel Centers, LLC, a Delaware Limited Liability Company** (collectively referred to as the "Released Parties), and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, actions and causes of actions, on account of the claim described below and any and all other loss and damages of every kind and nature caused by or resulted or hereafter resulting to the undersigned, in connection with injuries allegedly sustained by Randall E. Hutchinson in connection with a slip and fall accident occurring in Clearfield County, Pennsylvania on August 14, 2000, and forming the basis for the claims asserted in a civil action filed by the Releasing Party in the Court of Common Pleas of Clearfield County, Pennsylvania, at Civil Action No. 2002-1257-CD and of and from all liability, claims, demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which the undersigned, his wards, heirs, executors, administrators, successors or assigns, can, shall or may have by reason of or in any wise incident or resulting from the incident hereinbefore-mentioned.

The undersigned, Randall E. Hutchinson. also, as a condition to this settlement, agrees to indemnify and hold harmless the Released Parties with respect to any claims, liability or judgments arising with respect to any medical care, workers' compensation benefits, wage loss benefits, SSI, SSD, Medicare, Public Assistance or other benefits of whatsoever kind or nature received by the Releasing Party on or after August 14, 2000.

As inducement to the payment of the sum aforesaid, the undersigned Releasing Party declares that he fully understand the terms of this settlement, and he voluntarily accepts said sum in his capacity described herein for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payors, but that the payors expressly deny liability. It is expressly understood and agreed that said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital, and that all agreements and understandings between the parties in reference thereto and embodied herein. Furthermore, the undersigned Releasing Party is specifically precluded and prevented from seeking further recovery from the Released Parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned Releasing Party, agrees, on behalf of himself, his heirs, executors, successors and/or assigns to indemnify and save forever harmless the

Released Parties named in this document from and against any and all claims, demands or actions, known or unknown, made against the Released Parties by any person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of the undersigned, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge.

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2006.

In the presence of:

CAUTION! READ BEFORE SIGNING

Randall E. Hutchinson

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

On this day of 2006, before me, a Notary Public in and for the above County and State, personally appeared **Randall E. Hutchinson**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal

Notary Public

EXHIBIT C



February 3, 2006

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.
124 North Allegheny Street
Bellefonte, PA 16823-1695

RE: Randall E. Hutchinson
Date of Loss: 08/04/00
Claim No.: GC200001035

Dear Mr. Benson:

Please find enclosed a settlement check in the amount of \$25,000.00 for Attorney Jeffrey S. Dubois (Attorney for Randall Hutchinson). Please forward this on to Mr. Dubois. Do not hesitate to call me if you have any questions. You can reach me at (800) 562-6210, Ext. 2902.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Beuchat", written over a horizontal line.

Bill Beuchat
Claims Manager

Enclosures

BB/jjl



The Customer Driven Company

55292

JEFFREY S DUBOIS, ATTY

Check Payment Nbr.

232528

Date:

02/03/06

INVOICE	DESCRIPTION	DATE	GROSS AMT	DISCOUNT	NET AMT
B03062500055292		02/03/06	25000.00	0.00	25000.00
Pilot Corporation Knoxville, TN 37939			TOTALS	25000.00	0.00
					25000.00

Please Carefully Fold, Crease, and Tear Along Perforation Before Depositing

WARNING: THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND, NOT A WHITE BACKGROUND

Pilot Corporation

P.O. Box 10146

Knoxville, TN 37939-0146

(865) 588-7487



JAM South

Knoxville, TN

Check Date

02/03/06

807-307

641

Check No.

232528

Vendor No. 55292

\$ *****25,000.00

PAY TWENTY-FIVE THOUSAND AND 00/100

DOLLARS

PAY TO THE ORDER OF
 JEFFREY S DUBOIS, ATTY
 RANDALL HUTCHINSON
 190 W PARK AVE
 SUITE 5 DUBOIS PA 15801

James C. Hutchinson
 Authorized Signature

PHOTOCOPYING THIS DOCUMENT WILL PRODUCE WORD VOID IN BACKGROUND

⑈00232528⑈ ⑆064103079⑆ 5990004564⑈



Pilot Corporation

P.O. Box 10146

Knoxville, TN 37939-0146

Vendor No. 55292

JEFFREY S DUBOIS, ATTY

RANDALL HUTCHINSON

190 W PARK AVE

SUITE 5

DUBOIS

PA 15801

D

OPENING INSTRUCTIONS

SEE REVERSE SIDE FOR
OPENING INSTRUCTIONS

EXHIBIT D

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. EITER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

PLEASE REPLY TO:
BELLEFONTE OFFICE

May 2, 2006

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

With my letter dated January 19, 2006, I forwarded to you four (4) duplicate originals of the Release of All Claims that I prepared for execution by your client. I had asked that you return three fully executed, and notarized releases to me along with your Praeceptum to Discontinue the action on the docket in Clearfield County. To-date, I have received no response from you to that letter.

Enclosed please find a xerox copy of the settlement draft issued on February 3, 2006, that I am holding in my file. Would you please discontinue this action, and provide me with the necessary executed releases, so that I can tender the settlement draft to you, and close my file. Your earliest attention to this matter would be appreciated.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By:


Tracey G. Benson

TGB/cfs

Enclosure

bcc: Bill Beuchat
(Claim No. GC200001035)

55292	JEFFREY S DUBOIS, ATTY	Check Payment Nbr.	232528	Date	02/03/06
INVOICE	DESCRIPTION	DATE	GROSS AMT	DISCOUNT	NET AMT
B03062500055292		02/03/06	25000.00	0.00	25000.00
Pilot Corporation Knoxville, TN 37939		TOTALS	25000.00	0.00	25000.00

Please Carefully Fold, Crease, and Tear Along Perforation Before Depositing

WARNING: THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

Pilot Corporation
P.O. Box 10146
Knoxville, TN 37939-0146
(865) 588-7487

Pilot

AM South
Knoxville, TN
Check Date: 02/03/06
Check No: 232528

Vendor No. 55292

Amount: \$ *****25,000.00

PAY TWENTY-FIVE THOUSAND AND 00/100 **DOLLARS**

PAY JEFFREY S DUBOIS, ATTY
TO THE RANDALL HUTCHINSON
ORDER 190 W PARK AVE
OF SUITE 5
DUBOIS PA 15801

James C. Harrison
Authorized Signature

PHOTOCOPYING THIS DOCUMENT WILL PRODUCE WORD VOID IN BACKGROUND

⑈00232528⑈ ⑆064103079⑆ 5990004564⑈



Pilot Corporation
P.O. Box 10146
Knoxville, TN 37939-0146

Vendor No. 55292
JEFFREY S DUBOIS, ATTY
RANDALL HUTCHINSON
190 W PARK AVE
SUITE 5
DUBOIS PA 15801

SEE REVERSE SIDE FOR
OPENING INSTRUCTIONS

EXHIBIT E

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

PLEASE REPLY TO:
BELLEFONTE OFFICE

October 19, 2006

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

I am writing to determine whether you have made any progress in obtaining Randall Hutchinson's notarized signature on the releases that I forwarded to you with my letter of January 19, 2006. When we last spoke on June 28, you advised that Mr. Hutchinson had suffered a stroke and you were having difficulty obtaining his signature on the releases. Would you please let me know where things currently stand in that regard. I have been holding the settlement draft in my file for many months, and I would like to close my file on this matter sooner, rather than later. I will look forward to hearing from you.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs

bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT F

JEFFREY S. DUBOIS

Attorney at Law

PHONE: 814-375-5598

FAX: 814-375-8710

190 West Park Avenue – Suite #5 – DuBois, PA 15801

E-Mail: jsd.law@verizon.net

FAX COVER PAGE

DATE: November 16, 2006
TO: Tracey G. Benson, Esquire
FROM: Jeffrey S. DuBois, Esquire
RE: Randall E. Hutchinson Vs. Pilot Corporation

Number of pages sent (Including cover page) 5

Dear Tracey,

Enclosed please find a Petition to Enforce Settlement for your review.

If you have any questions, please contact my office.

Sincerely,


Jeffrey S. DuBois, Esquire

If you do not receive all of the pages in good condition, please call 814-375-5598.

CONFIDENTIALITY NOTE

The documents accompanying this facsimile transmission contains information from the Jeffrey S. DuBois Law Office, which is confidential and/or legally privileged. The information is intended for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this facsimile information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.



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

RANDALL E. HUTCHINSON,
Plaintiff

Vs.

PILOT CORPORATION,
Defendant

No. 02-1257-CD

Type of Pleading:

**PETITION TO ENFORCE
SETTLEMENT**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. Dubois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

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

RANDALL E. HUTCHINSON,
Plaintiff

No. 02-1257-CD

Vs.

PILOT CORPORATION,
Defendant

Petition to Enforce Settlement

AND NOW, comes the Plaintiff, Randall Hutchinson, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Enforce Settlement and in support thereof avers the following:

1. This case involves a personal injury action, whereby Plaintiff ^{*alleges that he*} was injured at Defendant's store located in DuBois, Clearfield County, Pennsylvania.
2. Since the filing of this Complaint, attorney for Plaintiff and attorney for Defendant, Tracy G. Benson, Esquire, have been in negotiation for settlement of this matter.
3. During those negotiations, Plaintiff's counsel was in contact with Plaintiff at all times.
4. In the later parts of 2005 and beginning of parts 2006, counsel for Plaintiff and counsel for Defendant came to an agreement on this matter.
5. Unfortunately, at the time Plaintiff's counsel attempted to contact Plaintiff, Plaintiff had suffered a stroke, and had gone into a coma.
6. What further complicates matters is that Plaintiff is in a convalescent home in the state of Nevada.

7. On or about February 2006 up to and including the present time, counsel for Plaintiff has attempted to be in contact with Plaintiff, but has been unable because of Plaintiff's condition.

8. Counsel for Plaintiff has been in contact numerous times with Plaintiff's father, who resides in Arizona, during this time.

9. It is submitted to this Court that the amount agreed to between counsel for Plaintiff and counsel for Defendant is fair and reasonable, and also is a number which was discussed between counsel for Plaintiff and Plaintiff prior to Plaintiff's illness.

10. As a consequence, both counsel for Plaintiff and Defendant Petition this Court to authorize a settlement of the above captioned matter, as well as to authorize counsel for Plaintiff to settle the above captioned matter.

11. The specific amount agreed to by the parties is Twenty Five Thousand (\$25,000.00) Dollars.

12. It is further agreed that as part of the receipt of the above settlement in this case, counsel for Plaintiff, on behalf of Plaintiff, will execute a release at the same time of receiving the aforementioned check.

Wherefore, Plaintiff respectfully requests this Honorable Court to authorize settlement in the above captioned matter.

Respectfully Submitted,

Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

RANDALL E. HUTCHINSON,
Plaintiff

No. 02-1257-CD

Vs.

PILOT CORPORATION,
Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the ____ day of _____, 2006, I served a true and correct copy of the within Answers to Interrogatories, and Response to Production of Documents by first class mail, postage prepaid, on the following:

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695

Jeffrey S. DuBois

EXHIBIT G

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

PLEASE REPLY TO:
BELLEFONTE OFFICE

February 14, 2007

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Mr. DuBois:

I am again writing to request that you file an appropriate Petition to Enforce Settlement in an effort to obtain a Court Order that will specifically authorize you to execute the Release that I had previously forwarded, on behalf of your client. You and I have talked about this on numerous occasions, and I provided you with comments to your proposed Petition back in November. The most important thing is to have a copy of the Release attached to the Petition, and to have a copy also attached to the Court Order so that the Order specifically authorizes you to execute that Release and then discontinue the action, with prejudice.

Would you please try to get this accomplished so that we can close our respective files on this matter and conclude our settlement. Call me should you care to discuss or have any questions.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs

bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT H

JEFFREY S. DUBOIS

Attorney at Law

PHONE: 814-375-5598

FAX: 814-375-8710

190 West Park Avenue – Suite #5 – DuBois, PA 15801

E-Mail: jsd.law@verizon.net

FAX COVER PAGE

DATE: August 31, 2007

TO: Tracey G. Benson, Esquire
FAX No. 355-5340

FROM: Jeffrey S. DuBois, Esquire

RE: Hutchinson vs. Pilot

Number of pages sent (Including cover page) 2

If you do not receive all of the pages in good condition, please call 814-375-5598.

CONFIDENTIALITY NOTE

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JEFFREY S. DuBOIS

Attorney at Law

Phone: 814-375-5598

Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsd.law@verizon.net

August 31, 2007

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695

Via: Fax

RE: Randall E. Hutchinson vs. Pilot Corporation
No. 02-1257-CD – Clearfield County

Dear Tracey,

Pursuant to our telephone conversation, as you are well aware what has been holding this case up is the incapacitation of my client.

I recently spoke with his family and while he still has severe physical disabilities and handicaps, he has improved mentally and he is now aware mentally and would be mentally competent enough to sign a release. Therefore, can you please forward the Release to me so I can forward it on to his family and have him execute the same and we can complete this case.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. DuBois', written over a horizontal line.

Jeffrey S. DuBois

JSD:tlm

EXHIBIT I

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

August 31, 2007

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Jeff:

I have received your letter of August 31, 2007, and am forwarding four (4) duplicate originals of an updated release. Based upon your representation that Mr. Hutchinson is now competent to execute the release, I look forward to completing our settlement so that this case can be discontinued on the docket in Clearfield County.

Please have Mr. Hutchinson execute all four (4) originals, before an additional witness, as well as a notary public. This will provide us with some assurance that Mr. Hutchinson understood what he was doing when he executed the releases. Upon your return of three (3) fully executed, witnessed, and notarized releases to me, I will forward the settlement draft that I have been holding in my file for quite some time. My client's accounting department has been made aware that the check is going to be negotiated in the near future, and they have advised that I should tender the existing check.

Once we have exchanged the releases and settlement draft, I will then expect you to discontinue this case, with prejudice, on the docket in Clearfield County. I look forward to hearing from you and receiving the executed releases soon so that we may close our respective files on this matter.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs
Enclosures

bcc: Bill Beuchat
(Claim No. GC200001035)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **Randall E. Hutchinson**, the undersigned (the "Releasing Party") for and in consideration of the sum of **Twenty-Five Thousand Five Hundred (\$25,000.00) Dollars** to him in hand paid by **Pilot Travel Centers, LLC**, has released and discharged, and by these presence does hereby forever release and discharge the said **Pilot Corporation, a Tennessee Corporation and Pilot Travel Centers, LLC, a Delaware Limited Liability Company** (collectively referred to as the "Released Parties), and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, actions and causes of actions, on account of the claim described below and any and all other loss and damages of every kind and nature caused by or resulted or hereafter resulting to the undersigned, in connection with injuries allegedly sustained by Randall E. Hutchinson in connection with a slip and fall accident occurring in Clearfield County, Pennsylvania on August 14, 2000, and forming the basis for the claims asserted in a civil action filed by the Releasing Party in the Court of Common Pleas of Clearfield County, Pennsylvania, at Civil Action No. 2002-1257-CD and of and from all liability, claims, demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which the undersigned, his wards, heirs, executors, administrators, successors or assigns, can, shall or may have by reason of or in any wise incident or resulting from the incident hereinbefore-mentioned.

The undersigned, Randall E. Hutchinson. also, as a condition to this settlement, agrees to indemnify and hold harmless the Released Parties with respect to any claims, liability or judgments arising with respect to any medical care, workers' compensation benefits, wage loss benefits, SSI, SSD, Medicare, Public Assistance or other benefits of whatsoever kind or nature received by the Releasing Party on or after August 14, 2000.

As inducement to the payment of the sum aforesaid, the undersigned Releasing Party declares that he fully understand the terms of this settlement, and he voluntarily accepts said sum in his capacity described herein for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payors, but that the payors expressly deny liability. It is expressly understood and agreed that said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital, and that all agreements and understandings between the parties in reference thereto and embodied herein. Furthermore, the undersigned Releasing Party is specifically precluded and prevented from seeking further recovery from the Released Parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned Releasing Party, agrees, on behalf of himself, his heirs, executors, successors and/or assigns to indemnify and save forever harmless the Released Parties named in this document from and against any and all claims, demands or actions, known or unknown, made against the Released Parties by any

person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of the undersigned, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge.

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2007.

In the presence of:

CAUTION! READ BEFORE SIGNING

(Witness)

Randall E. Hutchinson

State of

)

) SS:

County of

)

On this ____ day of _____, 2007, before me, a Notary Public in and for the above County and State, personally appeared **Randall E. Hutchinson**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal

Notary Public

EXHIBIT J

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

November 20, 2007

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

Re: Randall E. Hutchinson v. Pilot Corporation
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Jeff:

I have not heard from you in response to my letter of August 31, 2007. At that time, I forwarded to you four (4) duplicate originals of an updated release that you had indicated would be executed by Mr. Hutchinson. As you know, I have been holding the settlement draft in my file for nearly two years.

Would you please check on the status of the release, and forward three fully executed originals to me so that we can conclude our settlement, and end this litigation on the docket in Clearfield County. If there is some new problem in that regard, please advise.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs

bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT K

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

December 13, 2007

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois, Esq.
190 West Park Avenue
Suite 5
DuBois, PA 15801

Re: Randall E. Hutchinson v. Pilot Corporation
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Jeff:

Is there any chance that you will be able to tender executed releases so that we can wrap this case up before the end of December? Please advise.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **/s/ TRACEY G. BENSON**
Tracey G. Benson

TGB/cfs
bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT L



JEFFREY S. DUBOIS

Attorney at Law

190 West Park Avenue, Suite #5 – DuBois, PA 15801

PHONE: 814-375-5598

FAX: 814-375-8710

E-Mail: jsd.law@verizon.net

December 18, 2007

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695

Via: Fax and Mail

RE: Randall E. Hutchinson vs. Pilot Corporation
02-1257-CD

Dear Tracey,

This is a follow up to your most recent correspondence to me. I have been in contact with Randall Hutchinson's family. Randal's family lives in both Arizona and Nevada, and Mr. Hutchinson is currently in Nevada. It turns out that one of Randall's sisters is an attorney, and is creating a Special Needs Trust for the money to be placed. I should be talking with her this week and it is my hope we that we would have the Releases executed and this matter finalized hopefully within the next few weeks.

Thank you for your attention in this matter.

Sincerely,

Jeffrey S. DuBois

JSD:tlm

Cc: Randall Hutchinson

12/21/07

EXHIBIT M



JEFFREY S. DUBOIS

Attorney at Law

190 West Park Avenue, Suite #5 – DuBois, PA 15801

PHONE: 814-375-5598

FAX: 814-375-8710

E-Mail: jsd.law@verizon.net

January 10, 2008

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695

RE: Randall E. Hutchinson vs. Pilot Corporation
02-1257-CD

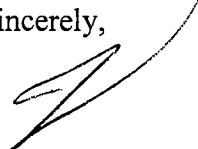
Dear Tracey,

Enclosed please find a Stipulation for Entry of Judgment and Distribution of Proceeds in regards to the above captioned case. Please review, sign where indicated, and return to my office so I can execute and file with the Court.

If you have any questions, please feel free to contact me.

Thank you for your attention in this matter.

Sincerely,



Jeffrey S. DuBois

JSD:tlm

Cc: Randall Hutchinson

1/14/08

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	STIPULATION FOR ENTRY
PILOT CORPORATION,	:	OF JUDGMENT AND
Defendant	:	DISTRIBUTION OF PROCEEDS
	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	190 West Park Avenue, Suite #5
	:	DuBois, PA 15801
	:	(814) 375-5598

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

ORDER

AND NOW, in consideration of Plaintiff's and Defendant's Stipulation for Entry of Judgment and Distribution of Proceeds,

IT IS HEREBY ORDERED AND DECREED that the net proceeds of the settlement shall be placed into a Special Needs Trust for the benefit of Plaintiff, Randall E. Hutchinson, with Trustee to be Plaintiff's sister, Nancy Anderson.

BY THE COURT:

Judge

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

**STIPULATION FOR ENTRY OF JUDGMENT
AND DISTRIBUTION OF PROCEEDS**

AND NOW, comes Plaintiff and Defendant, by and through their respective attorney's, who have resolved the above captioned case and wish to enter into the following Stipulation for Entry of Judgment and Distribution of Proceeds:

1. Plaintiff has filed suit against Defendant for a slip and fall by Plaintiff in which he incurred injuries at a business owned and operated by Defendant.
2. The parties have come to an agreement, that for the payment of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars, all claims and matters will be settled between the parties.
3. Plaintiff, currently resides in the state of Nevada, and since the filing of this action has become partially to permanently disabled, and is in need of constant care.
4. As a result of the above, Plaintiff is a recipient of Medicaid.
5. In the state of Nevada, any monies received by a Medicaid recipient must be placed into a Special Needs Trust.
6. Such a Trust as mentioned above requires a Court Order.

7. It is the agreement of counsel for both Plaintiff and Defendant that the proceeds from the settlement in this case, less attorney fees and applicable costs, be placed into a Special Needs Trust for the benefit of Plaintiff, Randall E. Hutchinson, with the Trustee to be Plaintiff's sister, Nancy Anderson.

WHEREFORE, the parties respectfully request this Honorable Court to enter an Order placing the net proceeds of the settlement into a Special Needs Trust.

Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

Tracey G. Benson, Esquire
Attorney for Defendant

EXHIBIT N

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

February 8, 2008

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois, Esq.
210 McCracken Run Road
DuBois, PA 15801

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Jeff:

I have not heard from you since receiving your letter of January 10, 2008, and discussing with you my thoughts regarding your obtaining court approval to place the settlement proceeds into a Special Needs Trust. As I recall, I advised that I did not feel your draft Stipulation for Entry of Judgment and Distribution of Proceeds was the appropriate document to file. Instead, I suggested that you file a petition for approval of settlement, and for the creation of any special needs trust that you feel is appropriate. To that end, I suggested that you append a copy of the proposed trust to the petition, and that you file this along with an appropriate order approving placement of the settlement proceeds in the trust, and designating the individual who would be responsible for administering the trust and the settlement proceeds. You advised that you were going to be working with Mr. Hutchinson's sister in Nevada, to develop those documents.

Please let me know when we can expect this matter to move forward to a conclusion. I will be more than happy to review any proposed petition that you intend to file, so that I can advise the Court that we do not object. I will look forward to hearing from you.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: **Tracey G. Benson**
Tracey G. Benson

TGB/cfs

bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT O

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

May 16, 2008

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

Jeffrey S. DuBois, Esq.
210 McCracken Run Road
DuBois, PA 15801

Re: **Randall E. Hutchinson v. Pilot Corporation**
Civil Action No. 02-1257-CD (Clearfield County, PA)

Dear Jeff:

I am growing old waiting for this settlement to be completed. Please let me know where things stand regarding your Petition for Approval of Settlement and/or the creation of any special needs trust that you previously advised would be required. My file indicates that the ball is in your court, as you were going to be working with Mr. Hutchinson's sister in Nevada to develop the required documents.

I will look forward to hearing from you soon.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: /s/ TRACEY G. BENSON
Tracey G. Benson

TGB/cfs

bcc: Bill Beuchat
(Claim No. GC200001035)

EXHIBIT P



JEFFREY S. DUBOIS

Attorney at Law

210 McCracken Run Road – DuBois, PA 15801

PHONE: 814-375-5598

FAX: 814-375-8710

E-Mail: jsd.law@verizon.net

May 21, 2008

Tracey G. Benson, Esquire
124 North Allegheny Street
Bellefonte, PA 16823-1695

Via: Fax and Mail

RE: Randall E. Hutchinson vs. Pilot Corporation
No. 02-1257-CD – Clearfield County

Dear Tracey,

This is in response to your letter to me dated May 16, 2008. I too am getting weary of the twists and turns in this case.

Here is the latest to bring you up to date. When we last discussed, Randall Hutchinson's family, who live out West, had hired an attorney on behalf of Randall to set up a Special Needs Trust, and then we would deposit the net proceeds there. However, I recently had a conversation with the attorney in Nevada, who, after much research had determined that a Special Needs Trust would not work in this case either, or both, because of the fact he is on Medicaid, or the particular laws of the state of Nevada. For whatever reason, she decided not to do a Special Needs Trust and is no longer retained by the family.

I was worried this would put us back to square one, but in the interim, I was contacted by a county agency in Nevada who is attempting to gain a guardianship on behalf of Mr. Hutchinson. If they are successful in this, which they have already filed the process for this, then that would solve our problems as they would be authorized to accept the monies. The only glitch with this is, for whatever reason, the family is fighting the appointment of a guardianship.

As I stated above, the guardianship papers have just been filed in Court and is pending a decision from the Court. I will keep you updated as matters develop in this case.

If you have any questions, please feel free to contact me.

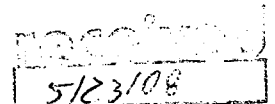
Hopefully this will end soon and we both can close this file.

Sincerely,



Jeffrey S. DuBois

JSD:tlm



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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Defendant's Petition to Enforce Settlement Agreement** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Jeffrey S. DuBois Law Offices
190 W. Park Avenue, Suite 5
DuBois, PA 15801

Miller, Kistler & Campbell,

By: Tracey G. Benson
Tracey G. Benson

Dated: October 9, 2009

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

ORDER

AND, NOW, to-wit, this _____ day of _____, 2009, upon consideration of Defendant Pilot Corporation's Petition to Enforce Settlement Agreement, it is hereby ORDERED, ADJUDGED, and DECREED that said Petition is, GRANTED. The Prothonotary of Clearfield County is ordered to execute, on behalf of Plaintiff, Randall E. Hutchinson, the Full and Final Release of All Claims asserted by Plaintiff against Pilot Corporation pursuant to the terms of the settlement agreed upon by the parties, in the form attached hereto. The Prothonotary of Clearfield County is furthermore ordered to mark the docket in this matter as discontinued with prejudice upon payment by Pilot Corporation to the Prothonotary in the amount of Twenty-Five Thousand (\$25,000.00) Dollars, and the Prothonotary is ordered to hold said money pending further order of this Court as to disposition of the same.

BY THE COURT:

J.

ATTACHMENT

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **Randall E. Hutchinson**, the undersigned (the "Releasing Party") for and in consideration of the sum of **Twenty-Five Thousand Five Hundred (\$25,000.00) Dollars** to him in hand paid by **Pilot Travel Centers, LLC**, has released and discharged, and by these presence does hereby forever release and discharge the said **Pilot Corporation, a Tennessee Corporation and Pilot Travel Centers, LLC, a Delaware Limited Liability Company** (collectively referred to as the "Released Parties), and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, actions and causes of actions, on account of the claim described below and any and all other loss and damages of every kind and nature caused by or resulted or hereafter resulting to the undersigned, in connection with injuries allegedly sustained by Randall E. Hutchinson in connection with a slip and fall accident occurring in Clearfield County, Pennsylvania on August 14, 2000, and forming the basis for the claims asserted in a civil action filed by the Releasing Party in the Court of Common Pleas of Clearfield County, Pennsylvania, at Civil Action No. 2002-1257-CD and of and from all liability, claims, demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which the undersigned, his wards, heirs, executors, administrators, successors or assigns, can, shall or may have by reason of or in any wise incident or resulting from the incident hereinbefore-mentioned.

The undersigned, Randall E. Hutchinson. also, as a condition to this settlement, agrees to indemnify and hold harmless the Released Parties with respect to any claims, liability or judgments arising with respect to any medical care, workers' compensation benefits, wage loss benefits, SSI, SSD, Medicare, Public Assistance or other benefits of whatsoever kind or nature received by the Releasing Party on or after August 14, 2000.

As inducement to the payment of the sum aforesaid, the undersigned Releasing Party declares that he fully understand the terms of this settlement, and he voluntarily accepts said sum in his capacity described herein for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payors, but that the payors expressly deny liability. It is expressly understood and agreed that said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital, and that all agreements and understandings between the parties in reference thereto and embodied herein. Furthermore, the undersigned Releasing Party is specifically precluded and prevented from seeking further recovery from the Released Parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned Releasing Party, agrees, on behalf of himself, his heirs, executors, successors and/or assigns to indemnify and save forever harmless the Released Parties named in this document from and against any and all claims, demands or actions, known or unknown, made against the Released Parties by any

person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of the undersigned, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge.

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2009.

In the presence of:

CAUTION! READ BEFORE SIGNING

(Witness)

Randall E. Hutchinson

person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of the undersigned, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge.

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2009.

In the presence of:

CAUTION! READ BEFORE SIGNING

(Witness)

Randall E. Hutchinson

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

RANDALL E. HUTCHINSON,

Plaintiff,

v.

PILOT CORPORATION,

Defendant.

CIVIL ACTION NO. 02-1257-CD

FILED

OCT 19 2009

013:30/10
William A. Shaw (CL)
Prothonotary/Clerk of Courts
1 CENT 2 AM

ORDER

NOW THIS 19th day of October, 2009, upon consideration

of Defendant Pilot Corporation's Petition to Enforce Settlement Agreement, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief sought;
- (2) the respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) the petition shall be decided under Pa.R.C.P. No. 206.7;
- (4) notice of entry of this order shall be provided to all parties by the petitioner.

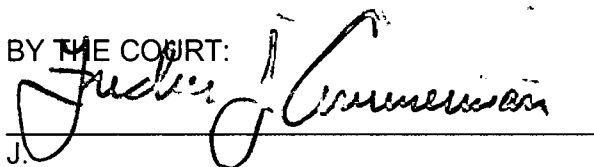
NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING MOTION 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 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 and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 Or 1301

BY THE COURT:


J. J. Conner

FILED
OCT 19 2009
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-14-09

☒ You are responsible for serving all appropriate parties.
____ Plaintiff(s)
____ Defendant(s)
____ Plaintiff(s) Attorney
____ Defendant(s) Attorney
____ Other

The Prothonotary's Office has provided service to the following parties:

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	PLAINTIFF'S RESPONSE TO
PILOT CORPORATION,	:	DEFENDANT'S PETITION TO
Defendant	:	ENFORCE SETTLEMENT
	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

FILED 3CC
NOV 06 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

PLAINTIFF’S RESPONSE TO
DEFENDANT’S PETITION TO ENFORCE SETTLEMENT

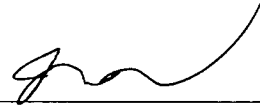
AND NOW, comes Plaintiff, by and through his respective attorney, Jeffrey S. DuBois, Esquire, who files this Response to Defendants Petition to Enforce Settlement:

1. The undersigned, on behalf of Plaintiff, agrees with Defendant’s Petition that this case is at a point where we would request that the Court enforce the agreement entered into between the parties.
2. The undersigned, on behalf of Plaintiff, acknowledges the agreement entered into between the parties and the subsequent release, as is set forth in Exhibit B in Defendant’s Petition.
3. As eluded to in Defendant’s Petition, during the process of these negotiations, Plaintiff suffered a stroke and thereafter his physical condition severely worsened, he was not able to effectively communicate,

and his condition so deteriorated so as to necessitate the appointment of a guardian.

4. However, several attempts/methods were used for the appointment of a guardian and/or a special needs trust, mostly done by his family, but none were successfully completed.
5. As a result, the undersigned and counsel for Defendant were never able to finalize the agreement that had been previously been entered into.
6. However, there now is a Court Appointed Guardian for Plaintiff, specifically Susan DeBoer, Public Guardian for Washoe County, State of Nevada.
7. In addition, after Ms. DeBoer, as Public Guardian for the County, was appointed for Plaintiff, there was also a Special Needs Trust set up on Plaintiff's behalf.
8. In light of the fact there is now a guardian appointed by the Court in Nevada where Plaintiff is residing, the parties can proceed to finalize this case.
9. Therefore, the undersigned would request the Court enforce the settlement as set forth in Exhibit B of Defendant's Petition.
10. The undersigned would further request that the Court approve the Stipulation for Entry of Judgment and Distribution of Proceeds as will be submitted by Plaintiff, and is attached hereto as Exhibit A.

WHEREFORE, the undersigned respectfully request this Honorable Court to enforce settlement in this case and approve the Stipulation for Entry of Judgment.

A handwritten signature in black ink, appearing to read 'Jeffrey S. DuBois', written over a horizontal line.

Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	STIPULATION FOR ENTRY
PILOT CORPORATION,	:	OF JUDGMENT AND
Defendant	:	DISTRIBUTION OF PROCEEDS
	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

ORDER

AND NOW, in consideration of Plaintiff's and Defendant's Stipulation for Entry of Judgment and Distribution Proceeds,

IT IS HEREBY ORDERED AND DECREED that the net proceeds of the settlement shall be placed into the Special Needs Trust for the benefit of Plaintiff, Randall E. Hutchinson, with Trustee to be Susan DeBoer, Public Guardian for Washoe County, State of Nevada.

BY THE COURT:

Judge

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

**STIPULATION FOR ENTRY OF JUDGMENT
AND DISTRIBUTION OF PROCEEDS**

AND NOW, comes Plaintiff and Defendant, by and through their respective attorney's, who have resolved the above captioned case and wish to enter into the following Stipulation for Entry of Judgment and Distribution of Proceeds:

1. Plaintiff has filed suit against Defendant for a slip and fall by Plaintiff who alleges that he incurred injuries at a business owned and operated by Defendant.
2. The parties have come to an agreement, that for the payment of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars, all claims and matters will be settled between the parties.
3. Plaintiff, currently resides in the state of Nevada, and since the filing of this action has become partially to permanently disabled, and is in need of constant care.
4. As a result of the above, Plaintiff is a recipient of Medicaid.
5. In the state of Nevada, any monies received by a Medicaid recipient, must be placed into a Special Needs Trust.

6. In 2009, the Washoe County Court, in the state of Nevada, appointed Washoe County Public Guardian, Susan DeBoer, as the Guardian for Randall E. Hutchinson.
7. In addition to appointing Ms. DeBoer as Guardian for Randall E. Hutchinson, the Court also established a Special Needs Trust for the benefit of Randall E. Hutchinson.
8. It is the agreement of counsel for both Plaintiff and Defendant that the proceeds from the settlement in this case, less attorney fees and applicable costs, be placed into the Special Needs Trust for the benefit of Randall E. Hutchinson, with the Trustee as Washoe County Public Guardian, Susan DeBoer.

WHEREFORE, the parties respectfully request this Honorable Court to enter an Order placing the net proceeds of the settlement into a Special Needs Trust.

Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

Tracey G. Benson, Esquire
Attorney for Defendant

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 6th day of November, 2009, I served a true and correct copy of the within Response to Defendants Petition to Enforce Settlement by first class mail, postage prepaid, on the following:

Tracey G. Benson, Esquire
Miller, Kistler and Campbell
124 North Allegheny Street
Bellefonte, PA 16823



Jeffrey S. DuBois, Esquire

5
FILED 1cc
3001
M110-48601
DEC 15 2009 Atty Benson
W
William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

**REPLY TO PLAINTIFF'S RESPONSE TO
DEFENDANT'S PETITION TO ENFORCE SETTLEMENT**

Defendant Pilot Corporation ("Pilot"), by its counsel, Tracey G. Benson, Esquire and Miller, Kistler & Campbell, files this Reply to Plaintiff's Response to Defendant's Petition to Enforce Settlement, and states as follows:

1. Paragraph 1 of plaintiff's Response admits that the Court should enforce the settlement agreement between the parties, as set forth in defendant's Petition, and hence, no response is required.
2. Plaintiff acknowledges that the parties entered into a settlement agreement as set forth in defendant's Petition, and hence no response is required.
3. Although plaintiff's counsel has advised that Randall E. Hutchinson is incapacitated as a result of having suffered a stroke, neither defendant, nor its counsel, have any independent knowledge of those facts, or the extent to which plaintiff is physically and/or mentally incapacitated. Because counsel for plaintiff has advised that Randall E. Hutchinson is physically and/or mentally incapacitated, defendant has requested through its Petition that the Court specifically order that the Full and Final Release be executed by an individual having authority to release the claims on behalf of

plaintiff. The procedure for cases involving an incapacitated person as a party is set forth in Pa.R.Civ.P. Rules 2051 through 2064. These rules require, among other things:

- (a) That the Court appoint a guardian ad litem whenever it is established that a party has become incapacitated (Pa.R.Civ.P. 2056(a));
- (b) That any finding of incapacity be based either upon evidence of incapacity presented to the Court or an adjudication of incompetency entered by a court of competent jurisdiction (Pa.R.Civ.P. 2056(e));
- (c) That the Court shall approve any settlement of an action in which an incapacitated person is a party (Pa.R.Civ.P. 2064(a));
- (d) That settlement proceeds be handled as specified in the Rules (Pa.R.Civ.P. 2064(b)); and
- (e) That a defendant may pay money into Court pending compliance with the foregoing Rules (Pa.R.Civ.P. 2064(d)).

4. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 4 of plaintiff's Response, and hence no response is required.

5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 5 of plaintiff's Response, and hence no response is required.

6. Defendant is without knowledge or information sufficient to determine whether Susan DeBoer, Public Guardian for Washoe County, State of Nevada, has been named the court-appointed guardian for plaintiff Randall Hutchinson. Defendant urges, however, that the identity of any court-appointed guardian for the plaintiff should be established on the record in Clearfield County, Pennsylvania through the filing of a

certified copy of any such court order; an affidavit from the court-appointed guardian; and/or through other means.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 7 of plaintiff's Response, and hence no response is required. Defendant urges, however, that the existence and terms of any Special Needs Trust that has been established to receive settlement proceeds in this case for the benefit of plaintiff Randall Hutchinson should be established on the record in Clearfield County, Pennsylvania through the filing of a copy of any such Special Needs Trust; through an affidavit of the guardian and/or trustee appointed to administer the Special Needs Trust; and/or through other appropriate means.

8. Defendant agrees that with the appointment of a guardian for plaintiff Randall E. Hutchinson by the court in Nevada, the parties should be able to finalize the settlement in this case. Defendant urges, however, that the facts necessary to establish the court-appointment of a guardian; the identity and powers of any such guardian; the terms of the Special Needs Trust; and the identity of the special needs trustee should be established on the record in Clearfield County, Pennsylvania so that the Court can fashion an appropriate order that:

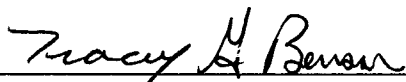
- (a) Identifies the individual who is authorized or directed to execute the Full and Final Release on behalf of plaintiff as guardian ad litem;

- (b) Approves the settlement and orders any such individual to execute the Full and Final Release attached to Defendant's Petition to Enforce Settlement and Proposed Order;
- (c) Directs the defendant to pay the settlement proceeds into the court or to plaintiff's counsel for disbursement;
- (d) Authorizes and directs plaintiff's counsel to disburse the settlement proceeds as directed in the court order; and
- (e) Includes such other directives as may be appropriate or necessary to protect defendant Pilot Corporation and its counsel from future claims of Randall E. Hutchinson, his court-appointed guardian, his family members or heirs, any Special Needs Trust established for his benefit, or claimants of the plaintiff.

9. Because paragraph 9 of plaintiff's Response admits that the Court should enforce the settlement between the parties, no response is required. Defendant urges, however, that in the absence of evidence placed on the record in Clearfield County, Pennsylvania to establish the facts set forth in plaintiff's Response, the Court should grant defendant's Petition to Enforce Settlement and to otherwise satisfy the requirements of the Rules of Civil Procedure applicable to settlement on behalf of an incapacitated person so that the release can be signed by the Prothonotary of Clearfield County; the settlement proceeds paid to the Prothonotary by the defendant pending further rulings by the Court; and the case discontinued on the docket, with prejudice.

10. Defendant believes, and therefore avers, that the Stipulation for Entry of Judgment and Distribution of Proceeds attached to plaintiff's Response is not an appropriate or otherwise adequate vehicle for concluding settlement of this case in a manner that will safeguard the defendant and its counsel from future claims, and otherwise satisfy the requirements of Pa.R.Civ.P. 2051 through 2074.

WHEREFORE, defendant Pilot Corporation urges the Court to grant its Petition to Enforce Settlement, and to enter such other Order in accordance with Pa.R.Civ.P. Rules 2051 through 2064 and other applicable law, as may be justified based upon any evidence that plaintiff may make of record in this case with respect to the appointment of a guardian for plaintiff Randall E Hutchinson in the State of Nevada and/or the establishment of a Special Needs Trust to receive settlement proceeds for the benefit of plaintiff, Medicare and any other public bodies providing benefits to plaintiff, and any creditors of the plaintiff.


Tracy G. Benson

MILLER, KISTLER & CAMPBELL
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Pilot Corporation

Dated: December 14, 2009

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Reply to Plaintiff's Response to Defendant's Petition to Enforce Settlement** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Jeffrey S. DuBois Law Offices
190 W. Park Avenue, Suite 5
DuBois, PA 15801

Miller, Kistler & Campbell,

By: Tracey G. Benson
Tracey G. Benson

Dated: December 14, 2009

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

RANDALL E. HUTCHINSON,

Plaintiff,

v.

PILOT CORPORATION,

Defendant.

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CIVIL ACTION NO. 02-1257-CD

PRAECIPE FOR HEARING

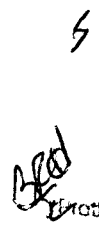
Kindly list this matter for hearing on Defendant's Petition to Enforce Settlement.


Tracey G. Benson

MILLER, KISTLER & CAMPBELL
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Defendant
Pilot Corporation

Dated: December 14, 2009

 **FILED**
DEC 15 2009
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty Benson

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Praecipe for Hearing** was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jeffrey S. DuBois
Jeffrey S. DuBois Law Offices
190 W. Park Avenue, Suite 5
DuBois, PA 15801

Miller, Kistler & Campbell,

By: Tracey G. Benson
Tracey G. Benson

Dated: December 14, 2009

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

RANDALL E. HUTCHINSON,)
)
Plaintiff,)
)
v.) CIVIL ACTION NO. 02-1257-CD
)
PILOT CORPORATION,)
)
Defendant.)

HEARING ORDER

AND NOW, to-wit, this 11th day of December, 2009, upon Praecept of the Defendant Pilot Corporation for hearing, it is hereby ORDERED that a hearing on Defendant's Petition to Enforce Settlement shall be held on the 15th day of January, 2010 at 3:00 o'clock P.m, in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING MOTION FOR SANCTIONS 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 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 and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 Or 1301

FILED

DEC 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:

[Signature]
J.

FILED

DEC 16 2009

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

☒ I am responsible for service of appropriate parties.

☐ The Prothonotary's Office has provided service to the following parties:

☐ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

☐ Defendant(s) _____ Defendant(s) Attorney _____

☐ Special Instructions: _____

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

RANDALL E. HUTCHINSON, : No. 02-1257-CD
Plaintiff :
Vs. : Type of Pleading:
PILOT CORPORATION, : **PETITION TO AUTHORIZE**
Defendant : **SETTLEMENT AND DISBURSE**
: **PROCEEDS**
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 210 McCracken Run Road
: DuBois, PA 15801
: (814) 375-5598

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JAN 14 2010
Atty DuBois
William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

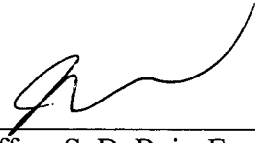
PETITION TO AUTHORIZE SETTLEMENT
AND DISBURSE PROCEEDS

AND NOW, comes Plaintiff, by and through his respective attorney, Jeffrey S. DuBois, Esquire, who files this Petition to Authorize Settlement and Disburse Proceeds and in support thereof avers the following:

1. Plaintiff, Randall Hutchinson, is a party in an action in a personal injury case involved in the above caption term and number.
2. During the course of this case, counsel for Plaintiff and counsel for Defendant have been in discussions for settlement of this matter.
3. A settlement has been reached and a release drafted by Defendant. A copy of said release is attached hereto and made a part hereof as Exhibit A.
4. During these negotiations, Plaintiff suffered a stroke and thereafter did become incapacitated.

5. However, Plaintiff was competent during the negotiations of the settlement, and pursuant to numerous conversations with counsel for Plaintiff, was in agreement with the amount agreed to in the settlement.
6. Because of Plaintiff's incapacitation, it is necessary for this Court's approval of the settlement and distribution of the proceeds.
7. Plaintiff is a resident of the state of Nevada, and a public guardian has been Court appointed on behalf of Plaintiff. In particular, the Court appointed the Washoe County Public Guardian, Susan DeBoer as Guardian for Mr. Hutchinson. A copy of said appointment Order is attached hereto and made a part hereof as Exhibit B.
8. Counsel for Plaintiff has been in contact with counsel for the public guardian in the State of Nevada, and said person has been informed of the situation pending in this captioned matter.
9. The public guardian and counsel for public guardian, on behalf of Plaintiff, are in agreement with said settlement and distribution of proceeds.
10. The undersigned is not aware of any subrogation claims or notices which have been presented in this case.
11. As a consequence, the undersigned requests this Honorable Court approve the settlement in this matter and distribute the proceeds, in particular, distributing to counsel for Plaintiff the standard one-third (1/3) percentage fee, plus costs, with the remaining to be distributed to the public guardian on behalf of Plaintiff, Randall Hutchinson.

WHEREFORE, the undersigned respectfully requests this Honorable Court approve the settlement in this matter and distribute the proceeds, in particular, distributing to counsel for Plaintiff the one-third (1/3) percentage fee, plus costs, with the remaining to be distributed to the public guardian, in a Special Needs Trust, on behalf of Plaintiff, Randall Hutchinson.



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

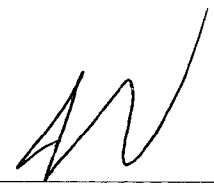
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 13th day of January, 2010, I served a true and correct copy of the within Petition to Authorize Settlement and Disburse Proceeds by first class mail, postage prepaid, on the following:

Tracey G. Benson, Esquire
Miller, Kistler and Campbell
124 North Allegheny Street
Bellevue, PA 16823



Jeffrey S. DuBois, Esquire

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **Randall E. Hutchinson**, the undersigned (the "Releasing Party") for and in consideration of the sum of **Twenty-Five Thousand Five Hundred (\$25,000.00) Dollars** to him in hand paid by **Pilot Travel Centers, LLC**, has released and discharged, and by these presents does hereby forever release and discharge the said **Pilot Corporation, a Tennessee Corporation and Pilot Travel Centers, LLC, a Delaware Limited Liability Company** (collectively referred to as the "Released Parties), and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, actions and causes of actions, on account of the claim described below and any and all other loss and damages of every kind and nature caused by or resulted or hereafter resulting to the undersigned, in connection with injuries allegedly sustained by **Randall E. Hutchinson** in connection with a slip and fall accident occurring in Clearfield County, Pennsylvania on August 14, 2000, and forming the basis for the claims asserted in a civil action filed by the Releasing Party in the Court of Common Pleas of Clearfield County, Pennsylvania, at Civil Action No. 2002-1257-CD and of and from all liability, claims, demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which the undersigned, his wards, heirs, executors, administrators, successors or assigns, can, shall or may have by reason of or in any wise incident or resulting from the incident hereinbefore-mentioned.

The undersigned, **Randall E. Hutchinson**, also, as a condition to this settlement, agrees to indemnify and hold harmless the Released Parties with respect to any claims, liability or judgments arising with respect to any medical care, workers' compensation benefits, wage loss benefits, SSI, SSD, Medicare, Public Assistance or other benefits of whatsoever kind or nature received by the Releasing Party on or after August 14, 2000.

As inducement to the payment of the sum aforesaid, the undersigned Releasing Party declares that he fully understand the terms of this settlement, and he voluntarily accepts said sum in his capacity described herein for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payors, but that the payors expressly deny liability. It is expressly understood and agreed that said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital, and that all agreements and understandings between the parties in reference thereto and embodied herein. Furthermore, the undersigned Releasing Party is specifically precluded and prevented from seeking further recovery from the Released Parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned Releasing Party, agrees, on behalf of himself, his heirs, executors, successors and/or assigns to indemnify and save forever harmless the Released Parties named in this document from and against any and all claims, demands or actions, known or unknown, made against the Released Parties by any

person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of the undersigned, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge.

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2009.

In the presence of:

CAUTION! READ BEFORE SIGNING

(Witness)

Randall E. Hutchinson

1 CODE 2777

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FILED

JAN 28 2009

HOWARD W. CONYERS, CLERK
By: N. Hutchinson
DEPUTY CLERK

IN THE FAMILY DIVISION
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

IN THE MATTER OF THE
GUARDIANSHIP OF THE PERSON AND
ESTATE OF

CASE NO. GR08-00185

DEPT. NO. 5

RANDALL HUTCHINSON,

An Adult Ward.

**ORDER APPROVING CREATION OF A COURT-CREATED
[O.B.R.A. 1993 § 13611(d)(4)(A)] SUPPLEMENTAL NEEDS TRUST
FOR THE BENEFIT OF RANDALL HUTCHINSON**

Petitioner Susan DeBoer, Washoe County Public Guardian (herein "Petitioner"), by and through the Law Offices of Ryan J. Earl, has petitioned this Court for the creation of a Court-Created [O.B.R.A. 1993 § 13611(d)(4)(a)] Supplemental Needs Trust for the Benefit of Randall Hutchinson. A hearing on the petition occurred in open Court on January 27, 2009. Upon review of the Petition, and all other pleadings and papers on file in the above-referenced matter, and good cause appearing,

THE COURT FINDS:

1. That a Court-Created [O.B.R.A. 1993 § 13611(d)(4)(A)] Supplemental Needs Trust for the Benefit of Randall Hutchinson, the original of which is attached hereto as Exhibit 1, is authorized by 42 U.S.C. § 1396p(d)(4)(A) and by 42 U.S.C. § 1382b(e)(5).

- 1 2. That the creation of a Special Needs Trust is in the best interest of Randall
- 2 Hutchinson.
- 3 3. That the terms of the Special Needs Trust are summarized as follows:
- 4 a. The Trustee of the Trust is Susan DeBoer, Washoe County Public
- 5 Guardian. The Trust provides that if Susan DeBoer, Washoe County Public
- 6 Guardian, resigns as Trustee, the Court will appoint the successor Trustee.
- 7 b. The Trustee will file Court accountings regarding its administration of the
- 8 Trust at the end of each year.
- 9 c. Disbursements from the Trust will be made by the Trustee for the benefit of
- 10 Randall Hutchinson.
- 11 d. The fees of the Trustee will be subject to review by any presiding judge of
- 12 the Second Judicial District Court of the State of Nevada on the occasion of
- 13 the Trustee's accountings. Petitioner proposes that the Trustee be
- 14 authorized to pay itself periodic interim payments of its fee on account at an
- 15 annual rate of the greater of (a) \$1,200 or (b) 1% of the value of the assets
- 16 of the Trust.

17 IT IS HEREBY ORDERED:

- 18 1. That the Petition for the Creation of a Court-Created [O.B.R.A. 1993 §
- 19 13611(d)(4)(A)] Special Needs Trust for the Benefit of Randall Hutchinson, is
- 20 hereby approved in its entirety.
- 21 2. That all the terms and provisions of the Court-Created [O.B.R.A. 1993 §
- 22 13611(d)(4)(A)] Special Needs Trust for the Benefit of Randall Hutchinson, the
- 23 original of which is attached hereto as Exhibit 1, are approved in form and content,
- 24 that the Trust is authorized under the provisions of 42 U.S.C. § 1396p, and that
- 25 such Trust shall be created upon the date of Court signature.
- 26 3. That Susan DeBoer, Washoe County Public Guardian, is appointed as Trustee of
- 27 the Court-Created [O.B.R.A. 1993 § 13611(d)(4)(A)] Special Needs Trust for the
- 28

Benefit of Randall Hutchinson, upon the posting of a good and sufficient bond in the amount of \$_____.

4. That the Trustee of the Court-Created [O.B.R.A. 1993 § 13611(d)(4)(A)] Special Needs Trust for the Benefit of Randall Hutchinson, may amend the Trust with the approval of any presiding judge of the Second Judicial District Court so that it conforms with any regulations that are approved by any governing body or agency relating to 42 U.S.C. § 1396p or related statutes, including State statutes that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, and amendments to such Act.
5. That the Court-Created [O.B.R.A. 1993 § 13611(d)(4)(A)] Special Needs Trust for the Benefit of Randall Hutchinson shall be subject to the continuing jurisdiction of this Court.
6. The Court accountings shall be filed by the Trustee at the end of the first year of administrations, and the Trustee shall submit accountings annually thereafter as provided in the Trust, unless earlier requested by the Trustee or other interested parties.

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- 1 7. That the compensation of the Trustee is subject to review by this Court, but the
2 Trustee shall be authorized to pay itself periodic interim payments of its fee on
3 account at an annual rate of the greater of (a) \$1,200.00 or (b) 1% of the value of
4 the assets of the Trust. Further, the Trustee may pay agents and advisors and other
5 expenses out of the Trust, except that compensation paid to attorneys shall be
6 subject to approval by this Court.

7 DATED this 27th day of January, 2009.

8 Annabelle Hall

9 FAMILY COURT MASTER

10 DATED this 28th day of January, 2009.

11 Chuck Weller

12 DISTRICT JUDGE

13 Submitted by:

14 Ryan J. Earl
15 Ryan J. Earl, Esq.
16 548 W. Plumb Lane, Suite B
17 Reno, NV 89509
18 Tel: (775) 786-9800
19 Fax: (775) 825-7881
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28



**COURT-CREATED [O.B.R.A. 1993 § 13611(d)(4)(A)]
SUPPLEMENTAL NEEDS TRUST FOR THE BENEFIT OF
RANDALL HUTCHINSON**

**ARTICLE I
TRUST AGREEMENT**

This Trust Agreement is made this ____ day of _____, 2009, by Order of the Second Judicial District Court, Washoe County, Nevada (hereinafter "Trustor" or "Settlor") regarding Susan DeBoer, the Washoe County Public Guardian, the Trustee of the Trust (hereinafter "Trustee") whose mailing address is P.O. Box 12310, Reno, Nevada 89510-2310 (hereinafter "Trustee"), for the benefit of Randall Hutchinson (hereinafter "Beneficiary" or "Randall Hutchinson"). This is an irrevocable trust for the benefit of Randall Hutchinson. Randall Hutchinson is disabled and under the age of 65 (DOB: 6/28/1959). This Trust is created from certain personal injury settlement proceeds Randall Hutchinson is expected to receive, and the trust estate is exempt from consideration as a resource pursuant to 42 U.S.C. § 1396p(d)(4)(A). Further, it is the Settlor's intent that the funding and/or administration of the Trust will not subject the Settlor to a period of ineligibility under Medicaid law pursuant to 42 U.S.C. § 1396p(d)(4)(A) or to any denial of Supplemental Security Income benefits.

Settlor declares that any proceeds from the death benefit are to be transferred to the Trustee, without consideration. The Trustee hereby agree to hold that property and any other property of the trust estate, in trust, on the terms set forth in this instrument. This Trust is authorized by Order of the District Court of the State of Nevada, in and for the County of Washoe, dated the ____ day of _____ 2009 (Case No. GR08-00185).

It is Settlers' desire, by this instrument, to create an inter vivos irrevocable trust, in accordance with the laws of the State of Nevada, whereby the property placed in trust shall be

1 managed for the benefit of Randall Hutchinson during his lifetime and distributed in the manner
2 set forth herein upon the death of Randall Hutchinson.

3
4 **ARTICLE II**
GENERAL PROVISIONS

5 Governing Law. This Trust shall be construed and regulated in all respects by the laws of
6 the State of Nevada.

7 Name of Trust. This Trust shall be known as the Court-Created [O.B.R.A. 1993 §
8 13611(d)(4)(A)] Supplemental Needs Trust for the Benefit of Randall Hutchinson and it shall be
9 sufficient that it be referred to as such in any deed, assignment, bequest, or devise.

10 Trust is Irrevocable. This Trust is hereby declared to be irrevocable under NRS 163.560
11 and it shall not at any time, by any person or persons, be amended, altered or modified in any
12 manner. The trust estate and income therefrom cannot be used by the Washoe County Public
13 Guardian or her office, as Trustee, nor may Randall Hutchinson direct or otherwise require the
14 Trustee to utilize the trust estate or income therefrom for the support or maintenance of himself
15 or any other person. The Trust may not be revoked by Randall Hutchinson, nor may it be
16 revoked because of the possible limited value of the trust estate at any point in time. Thus, the
17 fact that the Trust may become uneconomical to manage shall not be a basis for its revocation.

18 Limitations on the Settlor's Actions. The Settlor shall not have any power to 1) deal with
19 the trust property or income from the trust property for less than an adequate consideration, 2)
20 borrow the trust property or income from the trust property, directly or indirectly, without
21 adequate interest or adequate security, or 3) vote certain stock, control certain investment of trust
22 funds, or reacquire the trust corpus by substituting other property of equivalent value, if the
23 power can be exercised in a nonfiduciary capacity without the approval or consent of any person
24 in a fiduciary capacity.
25

ARTICLE III
DISTRIBUTION OF INCOME AND PRINCIPAL DURING
THE LIFETIME OF RANDALL HUTCHINSON

The Trustee shall pay from time to time such amounts from income and/or principal for the satisfaction and benefit of Randall Hutchinson's supplemental needs, as the Trustee shall determine in the Trustee's limited discretion, as hereinafter provided. Under no circumstances may the Trustee distribute income or principal directly to Randall Hutchinson. Any income of the Trust not distributed shall be added annually to the principal of the Trust.

The term "supplemental needs" is defined as Randall Hutchinson's needs that are not covered and/or available by any local, state or federal government, or any private agencies, or

1 any private insurance carriers covering him. By way of example, these supplemental needs shall
2 include:

- 3 - Procurement for Randall Hutchinson of more sophisticated
4 medical, psychological and/or dental treatment, experimental or
5 holistic rehabilitative therapies, private rehabilitative or education
6 training, and additional home care beyond the care available from
7 any governmental program.
- 8 - An automobile and/or van for the benefit of Randall Hutchinson,
9 and modification, improvement, and maintenance of such vehicle.
- 10 - Companions or companion aide service for Randall Hutchinson.
- 11 - Items by which Randall Hutchinson's life will be enriched and
12 made more enjoyable, including but not limited to, furniture,
13 radios, televisions, audio, video and computer equipment, adaptive
14 toys, electronic devices and/or equipment, and the maintenance of
15 the same.
- 16 - Recreational opportunities, trips, family visits, visits to friends
17 and/or relatives, and any other tangible or intangible items which
18 in the sole discretion of the Trustees would enrich or benefit
19 Randall Hutchinson.
- 20 - Maintenance of contact between Randall Hutchinson and other
21 family members and friends, including lodging and transportation,
22 for the benefit of Randall Hutchinson.
- 23 - Payment of any premiums and deductible amounts for Randall
24 Hutchinson on any insurance policies covering Randall
25 Hutchinson.
- Attorney fees and disbursements and court fees relating to 1) any
guardianship proceeding brought on behalf of Randall Hutchinson,
as well as any appeal therefrom, and 2) attorney fees related to the
preparation, funding, maintenance and/or termination of the Trust,
and the obtaining of judicial authorization to implement the Trust.
- Any tax obligation of Randall Hutchinson or the Trust.

24 Under no circumstances shall the Trustee exercise discretion to utilize trust funds for the
25 payment of items or services that would otherwise be borne by any publicly funded program
including, but not limited to, Social Security Administration, Veteran's Administration,

1 Medicaid, and Supplemental Security Income or Public Assistance Programs. The Trustee does
2 not have authority to pay for items or services provided by any governmental program and
3 neither Randall Hutchinson nor anyone on his behalf shall have the right to seek court-directed
4 invasion of trust funds pursuant to any provision of federal, state, or local law.

5 Any state law of Nevada or any similar statute in any other state or jurisdiction shall not
6 be available to require any invasion of trust funds by the Trustees or any court.

7 In the event the Trustee is requested by any department or agency of federal, state or
8 local government to release principal or income of the Trust to or on behalf of Randall
9 Hutchinson to pay for equipment, medication or services that any department, agency or
10 organization is authorized to provide, or in the event the Trustee is requested by any department
11 or agency administering such benefits to petition the court or administrative agency for the
12 release of Trust funds for any purpose, the Trustee shall deny such request and are directed to
13 obtain legal counsel to defend, as an expense of the Trust, any context of the provision or any
14 other legal challenge to the Trust of any such claim, including the management of all litigation
15 which may result.

16
17 **ARTICLE IV**
18 **DISPOSITION OF SETTLING RANDALL HUTCHINSON'S ESTATE**

19 Distribution of Income and Principal. Upon Randall Hutchinson's death, the Trustee
20 shall promptly obtain an accounting from the Nevada Department of Health and Human
21 Resources or local office of the same, or from any other state known by the Trustee in which the
22 beneficiary was eligible for Medicaid, of all Medicaid payments made on behalf of Randall
23 Hutchinson for services that are paid after the funding of the Trust.

24 Upon receipt of such accounting, the Trustee shall pay to the State of Nevada Department
25 of Health and Human Resources from the Trust Estate the lesser of (1) the total amount of
Medicaid payments made on behalf of Randall Hutchinson for services that are provided to

1 Randall Hutchinson and paid after the date of the execution of the Trust and, to the extent
2 required by law; or (2) the entire balance of the Trust Estate, as approved by the Second Judicial
3 District Court.

4 The Trustee shall then immediately pay and distribute the remaining Trust estate after
5 reimbursement of Medicaid payments as set forth in the preceding paragraph in accordance with
6 Randall Hutchinson's limited power of appointment exercisable by Randall Hutchinson's Last
7 Will & Testament, submitted to probate within 90 days of Randall Hutchinson's death,
8 specifically referring to the provision of Article IV to appoint all or any portion of the principal
9 and any accumulated and accrued income of the Trust to a class of beneficiaries limited to
10 Randall Hutchinson's immediate family, relatives by blood, marriage or adoption or charities. In
11 no event can the limited power of appointment be exercised by Randall Hutchinson through the
12 creation of another power, whether general, non-general or special.

13
14 In the event that Randall Hutchinson has not exercised the limited power of appointment
15 conferred upon Randall Hutchinson in this Article as to the trust estate, then the Trustee shall
16 immediately pay and distribute the remaining trust estate outright to the duly appointed
17 Administrator of the Estate of Randall Hutchinson.

18
19 **ARTICLE V**
SPENDTHRIFT PROVISION

20 The following provision shall apply to the trust estate created hereunder, and to each
21 share thereof.

22 Spendthrift Provision. No interest in the principal or income of the Trust shall be
23 anticipated, assigned, or encumbered, or be subject to any creditor's claim or to legal process,
24 prior to its actual receipt by Randall Hutchinson. Furthermore, it is the intent of the Trust as
25 expressed herein, that because the Trust is to be conserved and maintained primarily for the
supplemental needs of Randall Hutchinson, no parts of the corpus hereof, nor principal or

1 undistributed income, shall be subject to the claims of voluntary or involuntary creditors of
2 Randall Hutchinson. No part of the Trust Estate shall be liable to Randall Hutchinson's creditors
3 during his life or after his death except as is otherwise provided in the Trust.

4
5 **ARTICLE VI**
POWERS AND DUTIES OF TRUSTEES

6 Investments. The Trustee shall have the continuing, absolute, discretionary power to deal
7 with any property, real or personal, held in the Trust. Such power may be exercised
8 independently and without the prior or subsequent approval of any court or judicial authority,
9 and no person dealing with such court or judicial authority, and no person dealing with such
10 Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The
11 Trustee shall not be limited to the type and character of investments in which the Trustee may
12 invest the funds of the Trust, so long as the Trustee use reasonable prudence and judgment in the
13 selection of investments. The Trustee shall have the following general powers, in addition to,
14 and not by way of limitation of, the powers provided by NRS 163.260 through NRS 163.410.

- 15 - To retain any property so long as such retention appears advisable,
16 and to exchange any such property for other properties and to
17 retain such items received in exchange.
- 18 - To retain such property for any period, whether or not the same be
19 of the character permissible for investments by fiduciaries under
20 any applicable law, and without regard to any effect the retention
21 may have upon the diversification of the investments.
- 22 - To invest any part or all of the principal of the Trust estate in any
23 common trust fund, legal or discretionary, which may be
24 established and operated by or under the control of the Trustees.
- 25 - To allocate in the Trustee's sole discretion, in whole or in part, to
principal or income, all receipts and disbursements for which no
express provision is made hereunder, which allocation shall fully
protect the Trustees with respect to any action taken or payment
made in reliance thereon.

- 1 - To make any and all payments under the Trust by direct payment
2 of Randall Hutchinson's expenses, but not directly to Randall
Hutchinson.
- 3 - To sell, transfer, or exchange any and all trust assets, real or
4 personal.
- 5 - To retain and pay for attorneys, accountants, financial planners,
6 social workers, health care professionals and any other
7 professional required for Randall Hutchinson's benefit in the sole
discretion of the Trustee, subject to the limitations previously set
8 forth in this Trust.
- 9 - To pay any federal income or estate taxes that the existence of the
Trust may create.

10 Additional Powers. The Trustee may seek the counsel and assistance of Randall
11 Hutchinson's public service caseworker, if any, or Randall Hutchinson's physician(s), and of any
12 state, local, private or charitable agencies that have been established to assist the handicapped or
13 mentally disabled, and similar resources. The Trustee may use these resources to aid Randall
14 Hutchinson's guardian, if any, or caseworker, as appropriate, in identifying programs that may
15 be of social, financial, developmental or other assistance to Randall Hutchinson. However, the
16 Trustee shall not in any event be liable to Randall Hutchinson, the remainder beneficiaries of the
17 Trust or any other party for his or her acts as Trustee hereunder so long as he or she acts
18 reasonably and in good faith. For example, the Trustee, as well as Randall Hutchinson's
19 guardian, if any, shall not be liable for the failure to identify each and every program or resource
20 that might be available to Randall Hutchinson on account of his disabilities.

22 **ARTICLE VII**

PROVISIONS RELATING TO THE TRUSTEE

23 The following provisions shall apply to the trust estate created hereunder, and to each
24 share thereof:
25

1 Trustees' Reporting Responsibility. The Trustee shall report, at least every twelve
2 months, to Randall Hutchinson and his legal representative, if any, and also to the next successor
3 trustee, if any, at the most recent address then known to the Trustee. The Trustee's report shall
4 advise of any change in Randall Hutchinson's eligibility for public benefit programs and shall
5 list all of the receipts, disbursements, and distributions occurring during the reporting period,
6 along with a complete list of the assets held by the Trust. The account shall be deemed to have
7 been delivered when it has been placed in the United States Mail addressed to that person at the
8 person's last known address. A copy of the most recent bank account statement and a copy of
9 the most recently filed tax return shall be attached to the accounting. In addition, the Trustee
10 shall render an annual account to each and every other individual or entity entitled to receive
11 such an account under Nevada law, except that the Trustee shall not have any responsibility to
12 account to any successor beneficiary of this Trust during the life of Randall Hutchinson.

14 Availability of Records. The records of the Trustee, along with all trust documentation,
15 shall be available and open at all reasonable times for the inspection by Randall Hutchinson
16 and/or his legal representative, and by any person with a remainder interest herein, if any, during
17 business hours upon five calendar days prior written notice to the Trustee.

18 Compensation. The Trustee shall be entitled to receive a fair and just compensation for
19 services rendered hereunder and shall also be reimbursed for all reasonable expenses incurred in
20 the management and protection of the trust estate. Subject to an Order awarding professional
21 fees issued by the Court, at the time of payment, the Trustee may pay itself \$100.00 per month
22 (\$1,200.00 per year) or 1% of the value of the assets of the Trust, whichever is greater.

24 Bond. Pursuant to an order of the Second Judicial District Court, no bond in addition to
25 that contained in NRS 253.160 shall be required.

**ARTICLE VIII
APPOINTMENT OF TRUSTEES**

The Washoe County Public Guardian, presently Susan DeBoer, is hereby nominated and appointed as Trustee of the Trust. Upon the resignation or discharge of the Trustee, the Second Judicial District Court shall appoint the Successor Trustee.

No Trustee shall be liable or responsible for any loss or damage arising by reason of any act or omission to or by the Trustee or in connection with any activities carried out under the Trust, except for the Trustee's own gross negligence, willful neglect or unlawful act.

The Trustee shall have the right to resign as Trustee at any time by giving 30 days written notice to that effect to the Successor Trustee, if any, or to the Second Judicial District Court.

The Successor Trustee shall have the right to resign at any time, subject to the appointment by a court of competent jurisdiction of a successor to the Successor Trustee.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

The paragraph headings used are for convenience only and shall not be resorted to or an interpretation of the Trust. Whenever the context so requires, the masculine shall include the feminine or neuter, and vice versa, and the singular shall include the plural and vice versa.

The beneficiaries of the Trust shall not have the power to join together to seek or to consent to the revocation of the Trust. If any portion of this Trust is held to be void or unenforceable, the balance of the Trust shall nevertheless be carried into effect.

In witness hereof, the Washoe County Public Guardian, as Trustee, has signed and sealed this Trust Agreement on the following page.

///

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1
2
3 Susan DeBoer, Washoe County
Public Guardian, Trustee
4

5 STATE OF NEVADA)
: ss:
6 COUNTY OF WASHOE)
7

8 On the ____ day of _____, 2009, before me personally appeared Susan
9 DeBoer, acting in her capacity as Washoe County Public Guardian, to me known to be the
10 person described in and who executed the foregoing instrument, and acknowledged that she
11 executed the same as her free act and deed.
12

13 SUBSCRIBED and SWORN to before me
this ____ day of _____, 2009.
14

15 _____
Notary Public
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EXHIBIT A**ASSETS FUNDING TRUST**AssetAmount

Personal Injury Settlement Proceeds for Randall Hutchinson

Approximately \$ _____

EXHIBIT B
COURT ORDER AUTHORIZING TRUST

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

RANDALL E. HUTCHINSON,

Plaintiff,

v.

PILOT CORPORATION,

Defendant.

CIVIL ACTION NO. 02-1257-CD

FILED

01/13/10 4:47pm

JAN 15 2010

2cc Atty's:
DuBois
Benson

ORDER APPROVING SETTLEMENT

William A. Shaw

Prothonotary/Clerk of Courts

AND, NOW, to-wit, this 15th day of January, 2010, upon consideration

of Defendant Pilot Corporation's Petition to Enforce Settlement Agreement, as well as upon consideration of the petition filed on behalf plaintiff Randall E. Hutchinson for appointment of a Guardian Ad Litem, and for approval of settlement, it is hereby ORDERED, ADJUDGED, and DECREED, as follows:

1. The Court finds, pursuant to Pa.R.Civ.P. 2056(e) that Randall E. Hutchinson is an incapacitated person based upon evidence presented to the Court.
2. The Court appoints Jeffrey DuBois to serve as Guardian Ad Litem for plaintiff Randall E. Hutchinson in connection with the settlement of this litigation.
3. The Court hereby approves the settlement reached between plaintiff and defendant for payment of the sum of Twenty-Five Thousand (\$25,000.00) Dollars in full settlement of all claims asserted by plaintiff arising out of an alleged slip and fall accident occurring on the premises owned or controlled by defendant Pilot Corporation and/or Pilot

Travel Centers, LLC on or about August 14, 2000, and forming the basis for the claims asserted in this litigation.

4. The Guardian Ad Litem is ORDERED to execute an appropriate Release of All Claims on behalf of Randall E. Hutchinson in substantially the form attached to this Order or other similar form proffered by defendant, and to discontinue the instant action, with prejudice, on the docket in Clearfield County.

5. The Court approves payment to Jeffrey S. DuBois, Esquire, in the amount of \$ 8575.00, for legal fees and expenses in connection with representing plaintiff in this action, and finds said amount to be fair and reasonable.

6. The defendant, Pilot Corporation, is ORDERED to pay to plaintiff's counsel and the Guardian Ad Litem, the sum of Twenty-Five Thousand (\$25,000.00) Dollars within twenty (20) days following receipt of an appropriately executed Release of All Claims, and proof that the litigation has been discontinued, with prejudice, on the docket in Clearfield County. The settlement check shall be made payable to "Jeffrey S. DuBois", Guardian Ad Litem for Randall E. Hutchinson, and Jeffrey S. DuBois, Esquire, his attorney."

7. Counsel for plaintiff shall, prior to disbursing any portion of the settlement proceeds, comply with all Medicare reporting requirements regarding the settlement, pursuant to 42 U.S.C. §1395y(b)(7) & (8), and shall obtain from Medicare, its Coordination of Benefits Contractor and/or Centers for Medicare & Medicaid Services, any required approvals for the settlement.

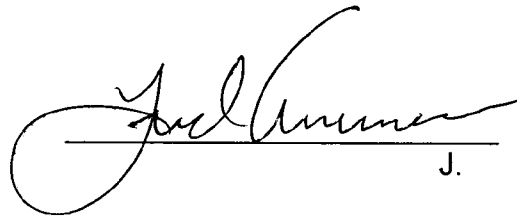
8. Counsel for plaintiff shall, upon compliance with all provisions of this Order, and after deducting the approved attorney fee and litigation expenses, pay to Susan

DeBoer, Washoe County, Nevada, Public Guardian, the net proceeds of settlement after deduction for the legal fees and litigation expenses approved herein, pursuant to the Order entered by the Second Judicial Court of the State of Nevada in and for the County of Washoe, Family Division, entered by District Judge Chuck Weller on January 28, 2009. Said monies shall be deposited by Susan DeBoer into the Court Created [O.B.R.A. 1993§13611(d)(4)(A)] Supplemental Needs Trust for the Benefit of Randall Hutchinson, under the supervision of the Second Judicial Court of the State of Nevada in and for the County Washoe.

9. IT IS FURTHER ORDERED that payment of settlement proceeds shall not be made to Susan DeBoer, Washoe County, Public Guardian, sooner than fifteen (14) days after an appropriate letter or other documentation has been filed with this Court, with copy to defendant's counsel, reflecting: 1) that the Special Needs Trust has been created pursuant to Nevada Court Order; and 2) that any public agencies who have paid for health or other care rendered to Randall Hutchinson, including but not limited to the State of Nevada, Social Security, Medicare and/or Medicaid, consent to payment of said settlement proceeds into the Special Needs Trust in full satisfaction of any obligation of defendant Pilot Corporation and its counsel under any applicable secondary payor or subrogation statute. Should defendant provide written objection to any such filing, payment shall not be made to the Guardian in the absence of a further Order of the Court or upon written consent from defense counsel.

10. This Court shall retain jurisdiction to resolve any issues raised by the parties hereto that may arise in connection with consummation of the settlement approved through this Order.

By the Court:

A handwritten signature in cursive script, appearing to read "J. Ammer", is written over a horizontal line. The signature is fluid and stylized, with a large loop at the beginning. Below the line, the letter "J." is printed.

RELEASE OF ALL CLAIMS BY GUARDIAN AD LITEM

KNOW ALL MEN BY THESE PRESENTS, that _____, the Court appointed Guardian Ad Litem for **Randall E. Hutchinson**, the undersigned (the "Releasing Party") for and in consideration of the sum of **Twenty-Five Thousand Five Hundred (\$25,000.00) Dollars** to him in hand paid by **Pilot Travel Centers, LLC**, has released and discharged, and by these presence does hereby forever release and discharge the said **Pilot Corporation, a Tennessee Corporation and Pilot Travel Centers, LLC, a Delaware Limited Liability Company** (collectively referred to as the "Released Parties), and all other persons, firms, insurers, and corporations for and from any and all liability, claims, demands, controversies, damages, actions and causes of actions, on account of the claim described below and any and all other loss and damages of every kind and nature caused by or resulted or hereafter resulting to the said **Randall E. Hutchinson**, in connection with injuries allegedly sustained by Randall E. Hutchinson in connection with a slip and fall accident occurring in Clearfield County, Pennsylvania on August 14, 2000, and forming the basis for the claims asserted in a civil action filed by the Releasing Party in the Court of Common Pleas of Clearfield County, Pennsylvania, at Civil Action No. 2002-1257-CD and of and from all liability, claims, demands, controversies, damages, actions, and causes of action whatsoever, either in law or equity, which the said **Randall E. Hutchinson**, his wards, heirs, executors, administrators, successors or assigns, can, shall or may have by reason of or in any wise incident or resulting from the incident hereinbefore-mentioned.

The undersigned, on behalf of **Randall E. Hutchinson**, also, as a condition to this settlement, agrees to indemnify and hold harmless the Released Parties with respect to any claims, liability or judgments arising with respect to any medical care, workers' compensation benefits, wage loss benefits, SSI, SSD, Medicare, Medicaid, Public Assistance or other benefits of whatsoever kind or nature received by the **Randall E. Hutchinson** on or after August 14, 2000.

As inducement to the payment of the sum aforesaid, the undersigned Releasing Party declares that he fully understand the terms of this settlement, and he voluntarily accepts said sum in his capacity described herein for the purpose of making full and final compromise, adjustment and settlement of all loss and damages hereinbefore-mentioned or referred to, and that the payment of said sum for the release is not an admission of liability by the payors, but that the payors expressly deny liability. It is expressly understood and agreed that said sum hereinbefore stated is the sole consideration for this Release and that the consideration stated therein is contractual and not mere recital, and that all agreements and understandings between the parties in reference thereto and embodied herein. Furthermore, the undersigned Releasing Party is specifically precluded and prevented from seeking further recovery from the Released Parties in the event that additional insurance coverage or other financial responsibility is discovered.

The undersigned Releasing Party, agrees, on behalf of **Randall E. Hutchinson**, his heirs, executors, successors and/or assigns to indemnify and save forever harmless the Released Parties named in this document from and against any and all claims, demands or actions, known or unknown, made against the Released Parties by any person or entity on account of, or in any manner related to or arising from, the incident, civil action, or claims described herein.

It is further understood that the undersigned Releasing Party will pay or otherwise discharge or reach an agreement to discharge, and will be fully and completely responsible for any and all liens, charges, fees, costs, interests and other sums which may exist against the settlement under common law, statute or otherwise, including but not limited to any liens, subrogation liens or claims by any employer, insurance carrier or governmental agency which may have paid any bills, costs, or expenses on behalf of **Randall E. Hutchinson**, and the undersigned further agrees to defend and indemnify the Released Parties and/or defense counsel for any claims, legal actions or administrative actions brought against any released party and/or defense counsel for payment or discharge. **The undersigned shall report the terms of settlement to Medicare pursuant to 42 U.S.C. §1395y(b)(7) & (8).**

In executing this Release, the undersigned acknowledges that he has read this Release, and has discussed the terms and legal ramifications of signature or execution with his own legal counsel. The undersigned further acknowledges that he executed this Release based upon his own understanding of the terms contained herein, and that he did not rely upon any representations or promises, or interpretations thereof, not contained in this document.

IN WITNESS WHEREOF, _____, Court-Appointed Guardian Ad Litem for **Randall E. Hutchinson**, has hereunto set his hand this ____ day of _____, 2010.

In the presence of:

CAUTION! READ BEFORE SIGNING

(Witness)

Court Appointed Guardian Ad Litem
For Randall E. Hutchinson

State of)
) SS:
County of)

On this day of 2010, before me, a Notary Public in and for the above County and State, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal

Notary Public

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

RANDALL E. HUTCHINSON,

Plaintiff,

v.

PILOT CORPORATION,

Defendant.

No. 02-1257-CD

Type of Pleading

CERTIFICATION OF
COMPLIANCE WITH
CONDITIONS PRECEDENT
TO CONCLUDING
SETTLEMENT

Filed on Behalf of:
Plaintiff

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court I.D. No.62074
210 McCracken Run Road
DuBois, PA 15801
Phone: 814-375-5598

FILED

APR 26 2012

William A. Shaw
Prothonotary/Clerk of Court

3 Certs to

Ann

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

RANDALL E. HUTCHINSON,)	
)	
Plaintiff,)	
)	
v.	)	CIVIL ACTION NO. 02-1257-CD
)	
PILOT CORPORATION,)	
)	
Defendant.)	

**CERTIFICATION OF COMPLIANCE WITH
CONDITIONS PRECEDENT TO CONCLUDING SETTLEMENT**

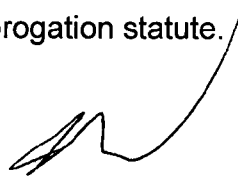
Jeffrey S. DuBois, Esquire, counsel for plaintiff Randall E. Hutchinson, hereby certifies that the conditions precedent to concluding settlement, as set forth in the Order Approving Settlement entered on January 15, 2010, have been satisfied as follows:

1. That counsel has complied with all Medicare reporting requirements regarding the settlement pursuant to 42 U.S.C. §1395y(b)(7) & (8); and has obtained from Medicare, its Coordination of Benefits Contractor and/or Centers for Medicare & Medical Services, a letter advising that there is no Medicare lien applicable to the settlement proceeds in this case.

2. The Special Needs Trust for the Benefit of Randall E. Hutchinson has been created pursuant to Nevada Court Order.

3. That counsel has confirmed that there are no subrogation or other repayment liens being asserted against the settlement proceeds in this case, by the

Commonwealth of Pennsylvania; the State of Nevada; Social Security; Medicare and/or Medicaid, pursuant to any secondary payor or subrogation statute.



Jeffrey S. DuBois, Esquire

210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

Counsel for Plaintiff
Randall E. Hutchinson

Dated:

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	Type of Pleading:
	:	
Vs.	:	PRAECIPE FOR
	:	DISCONTINUANCE
PILOT CORPORATION,	:	
Defendant	:	Filed on Behalf of:
	:	PLAINTIFF
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801
	:	(814) 375-5598

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9/12/03
3CC Atty
DuBois
COM to CIA
William A. Shaw
Prothonotary Clerk of Courts

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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue this case on behalf of Plaintiff Randall Hutchinson in the
above captioned matter as it has been settled.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff


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

RANDALL E. HUTCHINSON,	:	No. 02-1257-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
PILOT CORPORATION,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 30th day of April, 2012, I served a true and correct copy of the within Plaintiff's Praecipe for Discontinuance by first class mail, postage prepaid, on the following:

Tracey G, Benson, Esquire
Miller, Kistler and Campbell
124 North Allegheny Street
Bellevue, PA 16823



Jeffrey S. DuBois